



ORANGE COUNTY FIRE AUTHORITY AGENDA

BOARD OF DIRECTORS REGULAR MEETING

Thursday, June 22, 2023
6:00 P.M.

Orange County Fire Authority
Regional Fire Operations and Training Center
Board Room
1 Fire Authority Road
Irvine, CA 92602

Link to:

[Board of Directors Member Roster](#)

NOTICE REGARDING PUBLIC ACCESS AND PARTICIPATION

This meeting is open to the public. Committee members will participate in person. There are several alternative ways to make comments including:

In Person Comments at Meeting: Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Committee on items within their subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Committee and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

If you wish to speak, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to item being considered. Speaker Forms are available at the entryway of meeting location.

E-Comments: Alternatively, you may email your written comments to coa@ocfa.org. E-comments will be provided to the Committee members upon receipt and will be part of the meeting record as long as they are received during or before the Committee takes action on an item. Emails related to an item that are received after the item has been acted upon by the Committee will not be considered.

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the board members after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact the Clerk of the Authority at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>



In compliance with the Americans with Disabilities Act and [Board of Directors policy](#), if you need reasonable accommodations to participate in this meeting, please complete the [ADA Reasonable Accommodation Form](#) available on the Agency's website and email to COA@ocfa.org, or you may contact the Clerk of the Authority at (714) 573-6040 during regular business hours to submit your request orally. Please notify us at least 48 hours prior to the meeting to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER by Chair Rossini

INVOCATION by OCFA Chaplain Ken Krikac

PLEDGE OF ALLEGIANCE by Director Duncan

ROLL CALL by Clerk of the Authority

REPORTS

A. Report from the Budget and Finance Committee Chair

B. Report from the Fire Chief

- Ongoing firefighter training
- Leadership Training
- 911 caller data
- Flag Day Service (B6 Units Above & Beyond)
- OCFA Strategic Goals, FY 22-23 4th Quarter Update
- OCFA Strategic Goals, FY 23-24

PUBLIC COMMENTS

Please refer to instructions on how to submit a public comment on Page 1 of this Agenda.

1. PRESENTATION

None

2. CONSENT CALENDAR

All matters on the consent calendar are considered routine and are to be approved with one motion unless a director or a member of the public requests separate action on a specific item.

A. Minutes for the Board of Directors

Submitted by: Maria D. Huizar, Clerk of the Authority

The record will show that any Director not in attendance at the meeting of the Minutes will be registered as an abstention, unless otherwise indicated.

Recommended Action:

Approve the Minutes for the May 25, 2023, Regular Meeting as submitted.

B. FY 2022/23 Year End Budget Adjustment

Submitted by: Robert Cortez, Assistant Chief/Business Services Department, Tricia Jakubiak, Treasurer/Treasury & Financial Planning and Stuart Lam, Budget Manager/Treasury & Financial Planning

On June 14, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Gabbard, Patel and Hernandez absent).

Recommended Action:

Approve and authorize FY 2022/23 budget adjustments as detailed in this report.

C. Updated Cost Reimbursement Rates

Submitted by: Robert Cortez, Assistant Chief/Business Services Department and Gina Cheung, Accounting Manager

On June 14, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Gabbard, Patel and Hernandez absent).

Recommended Action:

Approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2023.

D. Cal OES Fire Integrated Real-time Intelligence System (FIRIS) Program Mission Commander Contract Management for Fiscal Year 2023/2024

Submitted by: Brian Fennessy, Fire Chief, and Tim Perkins, Assistant Chief Field Operations South

On June 14, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Gabbard, Patel and Hernandez absent).

Recommended Actions:

1. Approve and authorize the Fire Chief to enter into a reimbursement agreement with the State of California Governor's Office of Emergency Services (Cal OES) in the amount of \$5,000,000 for the provision of Airborne Mission Commanders and Mission Commander administrative support services.
2. Approve and authorize a budget adjustment to increase revenue and appropriations in the FY 2023-24 General Fund (121) budget by \$5,000,000 for Mission Commander (MC) contracts and MC administrative support services for the Cal OES FIRIS Program up to one-year from July 1, 2023 through June 30, 2024.
3. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements for a one-year period through July 30, 2024 by the individual amounts needed in support of the Cal OES FIRIS Program Mission Commanders, so long as the aggregate value of the agreements does not exceed the program budget (see table).

3. DISCUSSION CALENDAR

A. Approval of Memorandum of Understanding Orange County Fire Authority Chief Officers Association

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department and Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Action:

Approve the proposed MOU between the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association for a term of July 1, 2023 through September 30, 2027.

B. Approval of Memorandum of Understanding Orange County Fire Authority Managers Association

Submitted by: Stephanie Holloman, Assistant Chief/Human Resources Department and Lori Zeller, Deputy Chief/Administration & Support Bureau

Recommended Action:

Approve the proposed MOU between the Orange County Fire Authority and the Orange County Fire Authority Managers Association for a term of June 23, 2023 through June 22, 2027.

4. PUBLIC HEARING

A. Updated Community Risk Reduction and Miscellaneous Fee Schedules

Submitted by: Lori Smith, Assistant Chief/Fire Marshal/Community Risk Reduction Department, Robert C. Cortez, Assistant Chief/Business Services Department and Gina Cheung, Accounting Manager

On June 14, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Gabbard, Patel and Hernandez absent).

Recommended Actions:

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING RESOLUTION 2022-03.

BOARD MEMBER COMMENTS

RECESS TO CLOSED SESSION

The Brown Act permits legislative bodies to discuss certain matters without members of the public present. The Board of Directors find, based on advice from the General Counsel, that discussion in open session of the following matter will prejudice the position of the Authority on item listed below:

CS1. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: One (1) Case

CS2. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54954.5
Position: Fire Chief

CS3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code:
Case Name: Michael Whalen, WCAB No(s) : ADJ11065969 and ADJ11064819

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT by General Counsel

ADJOURNMENT – The next meeting of the Orange County Fire Authority Board of Directors will be on Thursday, July 27, 2023, at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.2(a), that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting.

Maria D. Huizar, CMC
Clerk of the Authority

FUTURE BOARD AGENDA ITEMS – THREE-MONTH OUTLOOK:

- Carryover of FY2022-23 Uncompleted Projects
- Cal Fire and Gray Book Funding
- OCFA JPA Study Session

UPCOMING MEETINGS:

Budget and Finance Committee
Legislative & Public Affairs Committee
Executive Committee
Board of Directors

Wednesday, July 12, 2023, 12 noon
Wednesday, July 19, 2023, 12 noon
Thursday, July 27, 2023, 5:30 p.m.
Thursday, July 27, 2023, 6:00 p.m.

OCFA STRATEGIC GOALS – FY 2022/23 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	<u>Responsibility</u> Designated department lead	<u>Performance Measures</u> Target start date (TSD), target completion date (TCD), and completion benchmark (CB)
<p>OCFA’s Strategic Goals & Objectives function in a waterfall manner, with overarching goals at the top (Fire Chief) flowing down through the Departments, Sections, and ultimately to individual managers/employees. As our goals flow through the organization, they increase in volume, build momentum, become more detailed in definition, gain sequencing as incremental tasks, and are all the more measurable and quantifiable.</p> <ul style="list-style-type: none"> ➤ At the highest level, OCFA’s Strategic Goals are small in number, broad in scope, designed with a long-term outlook, and relatively static to keep the organization perpetually focused on fulfilling our overarching mission. Strategic Goals are guided by the Fire Chief. ➤ Strategic goals are further supported by Departmental Objectives which provide greater definition, are designed for annual measurement, and bolster forward progress towards the Strategic Goals. Departmental Objectives are guided by Executive Management/department heads. <p>OCFA’s annual goals, objectives, and performance measures guide our priorities and efforts throughout the year to ensure progress on intentional organizational goals.</p>		
<p>OCFA’s FY 2022/23 Strategic Goals, led by Fire Chief Brian Fennesy:</p>		
<p>1. <u>Our Service Delivery</u> <i>Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.</i></p>		
<p>2. <u>Our People</u> <i>Goal #2: Recruit, retain, and promote a diverse and highly skilled workforce that is resilient, accountable, and united in our common mission.</i></p>		
<p>3. <u>Our Technology</u> <i>Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</i></p>		

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = Not Started, In Progress, Complete

OCFA STRATEGIC GOALS – FY 2022/23 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	<u>Responsibility</u> Designated department lead	<u>Performance Measures</u> Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
OCFA's FY 2022/23 Departmental Objectives, led by Executive Management:			
1. Our Service Delivery <i>Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.</i>			
<p>a. Utilize the newly formed Operations Committee and Legislative & Public Affairs Committee to facilitate policy actions by the Board of Directors related to service delivery enhancements and legislative/grant priorities.</p> <p>Quarterly meetings are routinely conducted with both of these committees, along with additional special meetings (scheduled as needed). For the Operations Committee meetings, agenda content has included in-depth reviews and discussions regarding types/levels of services provided by OCFA's Emergency Operations Bureau.</p> <p>For the Legislative & Public Affairs Committee meetings, agenda content has included an initial deep-dive into the OCFA's <i>draft</i> 2023 Legislative Platform prior to submittal to the Board of Directors for approval, followed by review of new bills being introduced with recommended positions to support, oppose, or monitor the bills based on the Board-approved Legislative Platform. On the Public Affairs side, the Committee has received various reports on social media engagement, community education campaigns, Public Information Officer practices, Diversity and Inclusion work, and other innovative strategies that have dramatically increased media coverage locally and nationally. Committee members have offered valued feedback that has further boosted this critical work.</p> <p>In summary, these committees are fulfilling a value-added mission to strengthen the Board of Directors' role to establish/approve policy matters.</p>	Deputy Chiefs	TSD: TCD: CB:	7/1/22 6/30/23 Both committees serve in a manner that supports and strengthens the Board of Directors' role to establish and approve OCFA policy matters.

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<p>b. Fulfill the board-approved OCFA Aircraft Replacement Review Process and begin implementation of board-directed actions that result from the analysis.</p> <p>The Aircraft Replacement Review Process was completed with the Board of Directors at the July 28, 2022 meeting resulting in Board direction for staff to (1) return the two loaned Federal Excess Property Program UH-1H Super Huey helicopters to the federal government, and (2) initiate administrative actions to facilitate the purchase of two Sikorsky S-70 Type I helicopters (“FIREHAWKS”). The Board then approved all administrative actions for the purchase at the September 22 and October 27, 2022 meetings, including lease-purchase financing of the helicopters. We anticipate delivery of the new FIREHAWKS by the end of calendar year 2023.</p> <p>Before the new aircraft are delivered to OCFA, they will be transformed from Blackhawk to FIREHAWK helicopters. Under Chief Fennessy’s direction and for added transparency, this transformation — a true multi mission airframe that has enhanced capabilities and safety from digital cockpit upgrades, increased power margins and the ability to deliver 1000 gallons of water. The FIREHAWK’s ease of navigation in aerial firefighting to a reconfigurable cabin that accommodates up to 12 firefighting crew members and their equipment during emergency operations — is being chronicled on all OCFA social media platforms over the next year. Thus far, this social media campaign has earned 230,904 impressions across all platforms. You can monitor the progress by following us on social media @OCFireAuthority and searching the hashtag #OCFAFIREHAWKS.</p>	Deputy Chief Emergency Operations	TSD: TCD: CB:	7/1/22 6/30/23 Formal board direction is provided, budgetary actions are planned, and purchasing/financing processes are initiated by staff.
<p>c. Prioritize and implement security improvements, as approved by the Board of Directors, which are designed to protect the provision of OCFA services and the employees who provide those services.</p> <p>In July 2022, the Board of Directors approved recommendations from the Security Ad Hoc Committee to move forward with an approach to security which included use of armed physical security and security management</p>	Logistics	TSD: TCD: CB:	7/1/22 6/30/23 Board direction is provided as a result of recommendations from the Ad Hoc Committee, with implementation actions taken by staff. A request for Proposal was issued and OCFA received 17 proposals to provide the service. Staff is in the

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<p>services. Therefore, staff has issued an RFP for Physical Security Services and Security Management Services, to include additional post coverage using armed guard services. This is the second RFP issued; no contract was awarded after the first RFP; the second re-issued RFP now includes a more precise scope of services. Staff will return to the Board for approval of a contract upon completion. In addition, additional security enhancements requiring capital improvements were recommended by the Committee, with support from the Board. These capital improvement projects (CIP) were included in the Board-Adopted 5-Year FY 2023/24 – FY 2027/28 CIP.</p>			<p>process of reviewing the proposals with final vendor selection anticipate for the second quarter of FY 2023/24. Additional security enhancements were included in the five-year CIP and the tasks schedule for the FY 2023/24 were approved as part Budget Adoption by the Board in May 2023.</p>
<p>d. Collaborate with stakeholders to implement key service delivery improvements authorized in the FY 2022/23 Adopted Budget including new staffing at Fire Station 67, expanded staffing at Fire Station 42, and construction of replacement Fire Station 24.</p> <p>The service delivery enhancement to convert Engine 42 (Lake Forest) from a Paramedic Assessment Unit (PAU) to a Paramedic Engine (PME) was implemented in July 2022. New staffing of a PME at Fire Station 67 was implemented in September 2022. In addition, the design phase for replacement Fire Station 24 has been completed, with station construction in FY 2023/24, keeping the project within the timing parameters planned for the fiscal year.</p>	<p>Field Operations & Logistics</p>	<p>TSD: 7/1/22 TCD: 6/30/23 CB: Staffing enhancements are completed and the station construction remains within established budget/timing parameters as of end of fiscal year.</p>	
<p>e. Develop a project charter for the OCFA JPA 2030 Renewal to include, but not limited to, exploration of alternatives for cash contract city contributions to regional CIP costs, facility maintenance, and to remove the Snowball Plan provisions if/when those goals are completed.</p> <p>Staff is developing a project charter to outline key steps, inclusion of key stakeholders, draft timelines, and project milestones for renewing the OCFAs JPA Agreement. (See additional note at the end of this 1.e update.)</p>	<p>Deputy Chief Administration & Support</p>	<p>TSD: 7/1/22 TCD: 6/30/23 CB: Project charter includes key milestones for achieving JPA renewal, and a deadline for completion no later than 6/30/27.</p>	

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OCFA STRATEGIC GOALS – FY 2022/23 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>In a parallel track to the above, per request by Director Tetteimer and support by the Board of Directors, staff is researching financial policy options for OCFA to begin prefunding its Capital Improvement Program (CIP). Initial dialogue from the Board indicated a desire to be proactive in regards to CIP funding, while still allowing some flexibility.</p> <p>In light of this direction to research CIP prefunding policies, and considering how that may (or may not) overlay into the renewed JPA concepts outlined for this initiative, staff will work to complete the review of CIP funding policy first, prior to the project charter for JPA 2030 Renewal.</p> <p><i>(Note: As part of the Board’s feedback to the Fire Chief, and as included in the new FY 2023/24 Goals & Objectives, this course of action has been modified to focus on an initial Study Session to be conducted with the Board of Directors for background education about OCFA’s JPA.)</i></p>			
<p>2. <u>Our People</u> <i>Goal #2: Recruit, retain, and promote a diverse and highly skilled workforce that is resilient, accountable, and united in our common mission.</i></p>			
<p>a. Pursue additional actions to reduce force hiring and to improve equitable distribution of force hiring for all ranks.</p> <p>As we begun Fiscal Year 2022/23, management implemented several temporary actions, pending further relief that was anticipated in the coming months through aggressive hiring and promotional processes. These aggressive actions to hire new firefighters, promote existing personnel through the ranks, and provide opportunities for personnel to attend paramedic school resulted in sustained reductions in force hiring.</p> <p>Comparing May 2022 to May 2023, data has revealed significant and sustained improvements across all ranks (as shown below).</p>	HR, Field Operations, & EMS/Ops Training	TSD: TCD: CB:	7/1/22 6/30/23 The volume of force hiring is reduced as compared to FY 2021/22.

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<table border="1" data-bbox="149 293 1003 597"> <thead> <tr> <th colspan="3">Average # of Forced Overtime Shifts Per Employee/Per Month (>14 hrs.)</th> </tr> <tr> <th>Rank</th> <th>May '22</th> <th>May '23</th> </tr> </thead> <tbody> <tr> <td>Firefighter (FF)</td> <td>0.7</td> <td>0.3</td> </tr> <tr> <td>FF/Paramedic (PM)</td> <td>1.3</td> <td>0.5</td> </tr> <tr> <td>Fire Apparatus Engineer</td> <td>2.5</td> <td>1.0</td> </tr> <tr> <td>Fire Apparatus Engineer/PM</td> <td>2.9</td> <td>0.7</td> </tr> <tr> <td>Fire Captain</td> <td>2.8</td> <td>1.7</td> </tr> <tr> <td>Fire Captain/PM</td> <td>3.4</td> <td>1.5</td> </tr> </tbody> </table>	Average # of Forced Overtime Shifts Per Employee/Per Month (>14 hrs.)			Rank	May '22	May '23	Firefighter (FF)	0.7	0.3	FF/Paramedic (PM)	1.3	0.5	Fire Apparatus Engineer	2.5	1.0	Fire Apparatus Engineer/PM	2.9	0.7	Fire Captain	2.8	1.7	Fire Captain/PM	3.4	1.5			
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<p>b. Take action to foster career progression, encourage professional development, and develop future leaders within OCFA.</p> <p>Training classes, conferences, and learning opportunities offered to personnel so far this year, (and in the upcoming months) include:</p> <ul style="list-style-type: none"> • Fire Service Executive Development Institute • Fire Rescue International • Women in Fire • CalPELRA • Northwest Leadership Conference • California Society of Municipal Finance Officers • Government Finance Officers Association • California Association of Public Procurement Officials • Cal Chiefs Annual Conference • League of Cities Conference • OC Fire Chiefs Monthly Meetings • Emergency Operations Center Training/Mentorship • Liebert Cassidy Whitmore HR & Supervision Classes/Webinars • Labor Arbitration Institute • NEOGOV • TCTI Peer Support Training • Move-up Fire App. Engineer & Fire Captain (succession planning) 	Deputy Chiefs	TSD: 7/1/22 TCD: 6/30/23 CB: A variety of personnel identified by Executive Management attend a variety of development opportunities over the course of the FY.																									

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<ul style="list-style-type: none"> • FORCE Leadership Conference • All American Leadership Academy • Situational Leadership II • MCTI Leadership Conference • Executive Chief Officer Training • Chief Officer CA State Fire Marshal Training • Crucial Conversations • South Metro Fire’s Mile High Women’s Leadership Conference • Women’s Weekend at the National Fire Academy • Selma Staff Ride (October 2023) 			
<p>c. Implement actions to increase the diversity of OCFA’s workforce and to improve the OCFA’s inclusive environment, including a focus on cultural growth, consistent messaging, and facility accommodations.</p> <p><u>Measurements & Cultural Growth:</u> The data collected from OCFA employees via an anonymous climate survey in March 2022 was analyzed by an independent consultant, including analysis of thousands of “write-in” comments. The findings and results will guide a strategic plan on Diversity, Equity, and Inclusion (DEI) efforts for OCFA’s future.</p> <p>Staff developed a tile on the OCFA Hive page (which is an internal “intranet” website for employees only) that will serve as an open resource for DEI best practices, current trends/research, and online training and development opportunities. The DEI tile can be accessed internally at OCFA using the following link: DEI Landing Page</p> <p><u>Inclusive Facility Renovations:</u> As of the Fourth Quarter FY 2022/23, OCFA has completed inclusive facility restroom renovations at 54 of 78 stations and facilities (69%). In addition, renovations are in various stages of design and/or construction at an additional 12 stations. The remaining 12 stations are to be addressed as</p>	Deputy Chiefs	TSD: 7/1/22 TCD: 6/30/23 CB:	Training, messaging, and actions emphasize the importance of a diverse and inclusive workforce.

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<p>part of stand-alone inclusive facility projects, station remodels or complete replacement fire station rebuilds over the next few years.</p> <p><u>Consistent DEI Messaging:</u> OCFA continues to focus DEI messaging internally to our workforce, externally through use of social media, and broadly through the Chief’s Reports during public Board meetings, monthly Chief’s Bulletin, etc.</p> <p>2022 was the first year in OCFA history that a strategic DEI communication was created and implemented. While those strategies continued into 2023, and they were inculcated in all OCFA communications, the main focus (and greatest outreach) centered around social media.</p> <p>After successfully launching a year-long observance of federally recognized heritage month celebrations in 2022, we continued this tradition throughout 2023. Activity during this fourth quarter included Asian American Pacific Islander Month (May) and Pride Month (June), celebrating and recognizing these federally-designated months with various social media posts that garnered more than 100,000 impressions across all our platforms. This brought the total social media impression of all our Cultural Heritage Month celebrations this fiscal year to nearly half a million</p> <p>Further, the DEI section in the Chief’s Monthly Bulletin, which shares stories on everything from Girls Empowerment Camp and our Cadet Program to profiles of our newest and highest-reaching female firefighters, has had much positive feedback, internally and externally.</p> <p><u>DEI Recruitment Efforts:</u> OCFA continues to focus recruitment efforts towards expanding the diversity of our workforce. Recruitment efforts continue at various locations including Buena Park, Cypress, El Monte, Garden Grove, Irvine, La Palma, Los Alamitos, Santa Ana, Stanton, Tustin, Ventura. These events include High School, College and University events targeting students in our</p>			

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<p>service area. It also includes outreach events at the Joint Forces Training Base, Camp Pendleton, Fort Irwin and March Air Force Base.</p> <p>Under the leadership of Chief Octavio Medina, a very successful and productive recruitment was completed for the Outreach and Recruitment Team (ORT). The ORT will align its efforts to further the OCFA’s recruitment goals and to support DE&I through the OCFA’s Corporate Communications Strategy.</p> <p>OCFA is currently in the planning phase for the fourth annual Girls Empowerment Camp which will be held in October 2023. We hope to once again open our doors to fifty young people for a weekend of career exploration in the fire service.</p>			
<p>d. Enhance the level of Behavioral Health support provided to OCFA’s workforce through implementation of a new Behavioral Health Coordinator position designed to oversee, coordinate and expand program services.</p> <p>A new class specification for the Behavioral Health & Wellness Coordinator position was developed by staff, and reviewed for preliminary approval by the Human Resources Committee on August 2, 2022. Final approval was granted by the Executive Committee in September 2022 and a recruitment to fill the position was open from November 2 to December 7, 2022. The selected candidate began on April 3, 2023.</p> <p>Furthermore, in service of the mental health of our firefighters and staff, which continues to be one of our top priorities, we implemented the first Peer Support Canine (named “Pax”) in OCFA’s history. Trained behavioral wellness canines are becoming prominent in First Responder Behavioral Wellness, and we were fortunate to partner with Local 3631 for their leadership on this important addition to the OCFA. A press conference was completed on April 10, 2023, to introduce Pax and to share more details of OCFA’s newest service in support of “Our People”.</p>	Human Resources	TSD: 7/1/22 TCD: 6/30/23 CB:	Class specification is developed/approved, new position is filled, and incumbent assumes responsibility for coordination of services.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2022/23 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>Corporate Communications has supported this important work through a variety of press conferences, PSAs, social media posts, and videos that have been widely shared both internally and across the nation through news media coverage.</p> <p>The Behavioral Health and Wellness team hosted exclusive showings of the movie <i>PTSD 911</i> – a documentary film that takes a real and raw look at the impacts of PTSD. In collaboration with Local 3631, viewings and speaker panels were scheduled for each shift, open to all employees and their families to discuss PTSD and the resources available to support their behavioral and mental health.</p>			
<p>e. Develop policies to keep OCFA proactive with classification and compensation issues.</p> <p>The Human Resources Department conducted a Class & Comp study for the Administrative Support Series which includes a total of eight classifications (primarily within the OCEA bargaining unit). The results of the study are in the review stage with the labor association to address any questions for follow-up.</p> <p>In addition, staff anticipates completing a Class & Comp study and/or a Salary Survey of additional classifications within OCEA upon completion of the Admin. Series study.</p> <p>Furthermore, HR completed refresh-updates of the compensation studies for the OCFAMA and the OCFPA Local 3631 units during the third and fourth quarters.</p>	Human Resources	TSD: TCD: CB:	7/1/22 6/30/23 Guiding policy initiatives are developed and shared in connection with pending decisions relative to classification and compensation.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2022/23 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
3. <u>Our Technology</u> <i>Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</i>			
<p>a. Complete the development of the Community Risk Reduction records management system; known as ORION. This replaces the obsolete Integrated Fire Prevention (IFP) system. The new system will support daily workload, reporting, quality control, billing functions and customer online interaction for Planning and Development, Prevention Field Services, and Wildland Pre Fire Management, thereby improving efficiencies and enhancing quality of service.</p> <p>The project is on schedule at 86% complete and 76% budget expended as of June 2023. The kick-off date for testing and training is projected for the First Quarter of FY 2023/24.</p>	Logistics & Community Risk Reduction	TSD: TCD: CB:	7/1/22 6/30/23 The system goes live during the fiscal year, with refinement continuing, as needed, post-implementation.
<p>b. Review the EMS System needs assessment, prioritize and identify the best technology, and develop the scope for making comprehensive EMS System upgrades.</p> <p>The final version of the EMS System needs assessment was completed in January 2023. The IT and EMS Sections are reviewing the project scope and prioritization of needs, which will result in recommendations for system purchase and/or development during FY 2023/24.</p> <p>Certain time sensitive technology projects have already kicked off such as the planning process for implementation of First Watch/Pass for the EMS Quality Management Division, and the RFP for the automated medication dispensing / narcotics tracking systems.</p>	Logistics & EMS/Ops Training	TSD: TCD: CB:	7/1/22 6/30/23 Consultant completes the needs assessment and IT/EMS jointly prepares the project scope in preparation for system purchase or development during the next fiscal year. The project scope is in the final stages of being finalized, with a solicitation to occur in FY 2023/24.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2022/23 - Fourth Quarter Update GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>c. Utilize the results of a competitive solicitation process to award a contract and implement a new technology solution enabling enhanced measurement of operational performance (call processing times, turnout times, various components of overall response time, etc.).</p> <p>A Request for Proposal process was completed, resulting in award of contract to FirstWatch Solutions, approved by the Executive Committee at their meeting on November 17, 2022. The OCFA’s project team of subject matter experts worked with FirstWatch for system set-up and implementation. In our day-to-day working environment, both Assistant Chiefs of Field Operations, all Divisions Chiefs, and all Battalion Chiefs now have access to FirstWatch dashboards which are built onto their electronic devices for monitoring response times.</p>	Logistics & Emergency Operations	TSD: TCD: CB:	7/1/22 6/30/23 A new system is implemented during the fiscal year, with refinement continuing, as needed, post-implementation. The system has been implemented and is in the early stages of data collection and analysis.
<p>d. Continue implementing the scope and plans developed during FY 2020/21 for targeted cyber-security upgrades, physical-security upgrades connected to technology, and continuity of operations supported by technology (data center colocation facility, backup dispatch center, and data center fire protection upgrade).</p> <p>Implementation has been initiated, or is substantially completed, with the following projects:</p> <ul style="list-style-type: none"> • Cyber-Security – Physical Access to IT systems 50% complete; Network access/privileges and software precautions 100% complete; 2-factor login authentication testing complete and being deployed; server and firewall software patching 90% complete. Wireless survey complete; going to bid to upgrade; recommended for 102 access points at RFOTC. A Purchase Order has been issued for third-party security penetration testing of the OCFA network. • Physical Security Upgrades – Control Access System and surveillance camera upgrades design/engineering complete; bid/award, equipment 	Logistics	TSD: TCD: CB:	7/1/22 6/30/23 Implementation is substantially complete for all three (Cyber –Security, Physical Security, and Data Center Fire Protection) of these important upgrade projects. Data Center Colocation / Continuity of Operations will be a phased implementation that will continue over the next three fiscal years.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2022/23 - <i>Fourth Quarter Update</i> GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
<p>ordered, and full implementation is estimated by June 2023, 50% complete; Updated RFOTC Security vulnerabilities assessment by OCIAC Nov. 2021, 100% complete. Security Guard Services contract RFP (rebid) is in process.</p> <ul style="list-style-type: none"> Data Center Colocation Facility – 20% complete. Location identified (US&R Warehouse). Feasibility study complete, report delivered to Executive Management. Phase two, pre-construction services in-process; furniture ordered and installed January 3-5, 2023; next steps includes construction phase. Alternate dispatch location at FS43 with Dispatch trailer; VESTA modified to extend calls to trailer at FS43, Power and data connections added in Apparatus bay to support live CAD/9-1-1 dispatching. - 100% implemented. Live testing of 911 calls and dispatch complete; upgrading of PCs in existing communications trailer in process. Data Center Fire Protection Upgrade – 70% complete. Contract awarded and equipment ordered; installation in process, estimated completion by end of FY 2022/23. 			

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2023/24 ***DRAFT 6-22-23*** GOALS, OBJECTIVES & PERFORMANCE MEASURES	<u>Responsibility</u> Designated department lead	<u>Performance Measures</u> Target start date (TSD), target completion date (TCD), and completion benchmark (CB)
<p>OCFA’s Strategic Goals & Objectives function in a waterfall manner, with overarching goals at the top (Fire Chief) flowing down through the Departments, Sections, and ultimately to individual managers/employees. As our goals flow through the organization, they increase in volume, build momentum, become more detailed in definition, gain sequencing as incremental tasks, and become all the more measurable and quantifiable. And finally, our three goals are interlinked; as we progress towards one, elements of the other two come into play. This calculated process speaks to the organic, ever-evolving nature of the work that not only drives our success, but also empowers us to raise the bar even further.</p> <ul style="list-style-type: none"> ➤ At the highest level, OCFA’s Strategic Goals are small in number, broad in scope, designed with a long-term outlook, and relatively static to keep the organization perpetually focused on fulfilling our overarching mission. Strategic Goals are guided by the Fire Chief. ➤ Strategic goals are further supported by Departmental Objectives which provide greater definition, are designed for annual measurement, and bolster forward progress towards the Strategic Goals. Departmental Objectives are guided by Executive Management/department heads. <p>OCFA’s annual goals, objectives, and performance measures guide our priorities and efforts throughout the year to ensure progress on intentional organizational goals.</p>		
<p>OCFA’s FY 2023/24 Strategic Goals, led by Fire Chief Brian Fennessy:</p>		
<p>1. <u>Our Service Delivery</u> <i>Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.</i></p>		
<p>2. <u>Our People</u> <i>Goal #2: Recruit, retain, and promote a diverse and highly skilled workforce that is resilient, accountable, and united in our common mission.</i></p>		
<p>3. <u>Our Technology</u> <i>Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</i></p>		

OCFA STRATEGIC GOALS – FY 2023/24 ***DRAFT 6-22-23*** GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
OCFA's FY 2023/24 Departmental Objectives, led by Executive Management:			
1. Our Service Delivery <i>Goal #1: Our service delivery model is centered on continuous improvement. All services are sustainable through a range of economic environments and focused on our mission.</i>			
a. Assist those OCFA member cities with 201 rights as they navigate the issuance of RFPs to award new 911 Ambulance Service contracts, helping them to achieve beneficial services and financial arrangements.	EMS/Ops Training	TSD: TCD: CB:	7/1/23 6/30/25 OCFA provides value-added subject-matter-expertise resulting in improved ambulance contract terms and services for our member cities.
b. Partner with the County Health Care Agency as they begin to prepare a new RFP (starting January 2024) for the next 5-year 911 Ambulance Service contracts that would become effective in 2025.	EMS/Ops Training	TSD: TCD: CB:	1/1/24 6/30/25 OCFA provides value-added subject-matter-expertise resulting in improved ambulance contract terms and services for our member cities/county.
c. Conduct a study session with the Board of Directors relative to the JPA governing terms, the differences between cash contract cities and structural fire fund members, OCFA's history of equity deliberations, and the related Settlement Agreement with the City of Irvine. Seek policy direction from the Board regarding its desire to establish an Ad Hoc Committee or Task Force, and for pre-planning actions for the OCFA JPA 2030 Renewal.	Deputy Chief Administration & Support and Business Services	TSD: TCD: CB:	7/1/23 6/30/24 The Board of Directors provides policy direction relative to pre-planning actions for the OCFA JPA 2030 Renewal.
d. Research financial policy options for OCFA to begin prefunding its Capital Improvement Program (CIP), to be proactive in regard to CIP funding, while still allowing some financial flexibility.	Business Services	TSD: TCD: CB:	7/1/23 6/30/24 The Board of Directors adopts policy changes or confirms existing policy for funding the CIP.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2023/24 ***DRAFT 6-22-23*** GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
e. Fill the new Strategic Services position and leverage this new position/Section to begin identifying opportunities for organizational process and service improvements, including: <ol style="list-style-type: none"> (1) Conducting operational deployment analysis (2) Developing measurement thresholds for determining service enhancement priorities (3) Responding to housing/commercial development occurring in OCFA member cities/county (4) Partnering with the Community Risk Reduction (CRR) & Business Services Departments to evaluate and update OCFA's Development Impact Fee (with support from an external Development Impact Fee consultant) 	Deputy Chiefs, Business Services & CRR	TSD: TCD: CB:	7/1/23 6/30/24 An analytical Chief Officer is selected to re-establish the OCFA Strategic Services Section and the Section begins building tools for process improvements and for responding to expanded service needs throughout OCFA's jurisdiction.
f. Complete required training (Flight Safety Simulator and Sikorski Training Academies) for Air Operations personnel to be ready for operational implementation of the new FIREHAWK helicopters, following delivery to OCFA.	South Operations	TSD: TCD: CB:	7/1/23 6/30/24 The FIREHAWK helicopters are implemented to enhance personnel safety and service delivery.
g. Prioritize and implement security improvements, as approved by the Board of Directors, which are designed to protect the provision of OCFA services and the employees who provide those services.	Logistics	TSD: TCD: CB:	7/1/23 6/30/24 Prioritized measures for the fiscal year are funded in the budget and are in various stages of implementation by staff.
2. Our People <i>Goal #2: Recruit, retain, and promote a diverse and highly skilled workforce that is resilient, accountable, and united in our common mission.</i>			
a. Pursue additional actions to reduce force hiring and to improve equitable distribution of force hiring for all ranks, including focus on ECC/Dispatch personnel.	Deputy Chief of Emergency Ops, EMS/Ops Training and HR	TSD: TCD: CB:	7/1/23 6/30/24 The volume of force hiring is reduced as compared to FY 2022/23.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2023/24 ***DRAFT 6-22-23*** GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
b. Fill the new Organizational Development & Training Manager position and leverage this new position to take actions towards fostering career progression, encouraging professional development, and developing future leaders within OCFA.	Deputy Chiefs and HR	TSD: TCD: CB:	7/1/23 6/30/24 A skilled training manager is hired, and new training opportunities are offered for all levels of personnel.
c. Implement actions to foster OCFA’s cultural growth for diversity, equity, and inclusion (DE&I) including focus and measurements for: (1) Cultural diversity growth in staffing (2) Expanded trainings for cultural growth (3) Increased Outreach & Recruitment Team (ORT) engagement (4) Formation and effective use of DE&I Committee Task Force	Deputy Chiefs, HR & Corporate Communications	TSD: TCD: CB:	7/1/23 6/30/24 Training, messaging, and actions emphasize the importance of a diverse and inclusive workforce.
d. Develop policies to keep OCFA proactive with classification and compensation issues.	Human Resources	TSD: TCD: CB:	7/1/23 6/30/24 Guiding policy initiatives are developed and shared in connection with pending decisions relative to classification and compensation.
3. Our Technology <i>Goal #3: Implement and utilize emerging technologies that support the needs of the organization by maximizing operational efficiency and improving quality of service.</i>			
a. Complete the development of the Community Risk Reduction records management system, known as ORION to replace the obsolete Integrated Fire Prevention (IFP) system and thereby improve efficiencies while enhancing quality of service.	Logistics & Community Risk Reduction	TSD: TCD: CB:	7/1/23 (Beta Testing Begins) 6/30/24 The system goes live during the fiscal year, with refinement phases continuing, as needed, post-implementation.
b. Building upon the EMS (Emergency Medical Services) System needs assessment completed in FY 2022/23, identify the best technology, develop the scope for making comprehensive EMS System upgrades, and engage in solicitation/implementation phases of the project.	Logistics & EMS/Ops Training	TSD: TCD: CB:	7/1/23 6/30/24 EMS, with support from I/T, jointly prepares the project scope in preparation for system purchase or development, and phased implementation.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

OCFA STRATEGIC GOALS – FY 2023/24 ***DRAFT 6-22-23*** GOALS, OBJECTIVES & PERFORMANCE MEASURES	Responsibility Designated department lead	Performance Measures Target start date (TSD), target completion date (TCD), and completion benchmark (CB)	
c. Complete the Staffing System needs assessment, prioritize and identify the best technology, and develop the scope for making comprehensive System upgrades.	Deputy Chief of Emergency Ops, Business Services, HR & Logistics	TSD: TCD: CB:	7/1/23 6/30/24 Consultant completes the needs assessment and departments jointly prepare the project scope in preparation for system purchase or development during future fiscal years.
d. Continue implementing the scope and plans developed during FY 2020/21 for targeted cyber-security upgrades, physical-security upgrades connected to technology, and continuity of operations supported by technology (data center colocation facility, backup dispatch center, and data center fire protection upgrade).	Logistics	TSD: TCD: CB:	7/1/23 6/30/24 Implementation is substantially complete for the Cyber and Physical Security phases; Continuity of Operations implementation continues over the next three fiscal years.

Performance Measure: For quarterly updates, the measurement will be shaded to indicate status, as follows = **Not Started**, **In Progress**, **Complete**

MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting
Thursday, May 25, 2023
6:00 P.M.**

**Regional Fire Operations and Training Center
Board Room
1 Fire Authority Road
Irvine, CA 92602**

CALL TO ORDER

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on May 25, 2023, at 6:02 p.m. by Chair Vince Rossini.

INVOCATION

The Invocation was led by Chaplain Devin Chase.

PLEDGE OF ALLEGIANCE

Director Nguyen led the assembly in the Pledge of Allegiance.

ROLL CALL

Vince Rossini, Villa Park, Chair
Troy Bourne, San Juan Capistrano
Chris Duncan, San Clemente
John Gabbard, Dana Point
Shelley Hasselbrink, Los Alamitos
Gene Hernandez, Yorba Linda
Kelly Jennings, Laguna Niguel
Tammy Kim, Irvine
Dave Shawver, Stanton
Mark Tettermer, Lake Forest
Donald P. Wagner, County of Orange

John O'Neill, Garden Grove, Vice Chair
Ross Chun, Aliso Viejo
Katrina Foley, County of Orange
Carol Gamble, Rancho Santa Margarita
Noel Hatch, Laguna Woods
Anne Hertz-Mallari, Cypress
Joe Kalmick, Seal Beach
Chi Charlie Nguyen, Westminster
Joshua Sweeney, Laguna Hills
Connor Traut, Buena Park

Absent: Phil Bacerra, Santa Ana
Nitesh Patel, La Palma

Austin Lumbard, Tustin
Bob Ruesch, Mission Viejo

Also present were:

Fire Chief Brian Fennessy
Deputy Chief TJ McGovern
Assistant Chief Rob Capobianco
Assistant Chief Jim Ruane
Assistant Chief Shane Sherwood
Assistant Chief Stephanie Holloman
General Counsel David Kendig

Deputy Chief Lori Zeller
Assistant Chief Robert Cortez
Assistant Chief Lori Smith
Assistant Chief Tim Perkins
Director of Communications Matt Olson
Clerk of the Authority Maria D. Huizar

REPORTS

A. Report from the Budget and Finance Committee Chair (FILE 11.12)

Budget and Finance Committee Chair John O'Neill reported at its May 10, 2023, meeting, the Committee reviewed and recommended by unanimous vote to forward the Organizational Service Level Assessment Update, the Canyon Communities CERT Program Budget Adjustment, and the Review of the Fiscal Year 2023/24 Proposed Budget to the full Board for consideration and approval of the recommended actions.

B. Report from the Fire Chief (FILE 11.14)

Fire Chief Brian Fennessy reported May is Mental Health Awareness Month, Military Appreciation Month, and Asian American Pacific Islander Heritage Month. Additionally, it is considered the beginning of both Wildfire Awareness and Drowning Prevention Seasons. The Fire Chief highlighted with a video, recruiting effort are underway to include former members of our military services whose leadership and professionalism parallel our OCFA firefighters. He reported on a new Public Service Announcement he worked in conjunction with Director Wagner to get out messages to prevent drownings, and lastly highlighted the Best and Bravest award night; many deserving members of the OCFA team were honored.

PUBLIC COMMENTS

None.

1. PRESENTATION

None.

2. CONSENT CALENDAR

On motion of Director O'Neill and second by Director Kim, and by acclamation, approved 21-0 Agenda Item Nos. 2A-2C (Directors Bacerra, Lumbard, Patel, and Ruesch absent).

A. Minutes for the Board of Directors (FILE 11.06)

Action: Approve the Minutes for the April 27, 2023, Regular Meeting as submitted.

B. Canyon Communities CERT Program Budget Adjustment (FILE 11.10J1)

On May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

Action: Approve a Budget Adjustment to the FY 2022/23 General Fund (121) budget to increase revenue and expenditures by \$20,000 for the grant program award to fund the CERT program.

C. Organizational Service Level Assessment Update (FILE 17.16)

On May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

Action: Receive and file the Organizational Service Level Assessment (SLA) update.

3. DISCUSSION CALENDAR

A. Ratify the Fire Chief's Base Salary Increase (FILE 17.10A2)

Assistant Chief Stephanie Holloman presented the item.

On motion of Director Shawver and second by Director Kim, and by acclamation, approved 21-0 (Directors Bacerra, Lumbard, Patel, and Ruesch absent), to ratify the 2.67% increase to the base salary of the Fire Chief pursuant to Section 5.B of the Fire Chief Employment Agreement, which became effective November 18, 2022.

4. PUBLIC HEARING

A. Review of the Fiscal Year 2023/24 Proposed Budget (FILE 15.4)

Assistant Chief Robert Cortez provided a PowerPoint presentation and the Review of the Fiscal Year 2023/24 Proposed Budget.

On May 10, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 7-0 (Directors Hasselbrink and Bourne absent).

On motion of Director Hernandez and second by Director Foley, and by acclamation, approved 21-0 (Directors Bacerra, Lumbard, Patel, and Ruesch absent), to:

1. Conduct a Public Hearing.
2. Adopt the FY 2023/24 Proposed Budget as submitted.
3. Adopt Resolution No. 2023-03 entitled A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET FOR THE ORANGE COUNTY FIRE AUTHORITY FOR FISCAL YEAR 2023/24.

4. Approve and authorize the temporary transfer of up to \$90 million from the Fund 190 Workers' Compensation Reserve Fund to the General Fund 121 to cover a projected temporary cash flow shortfall for FY 2023/24.
5. Approve and authorize the repayment of \$90 million borrowed funds from Fund 121 to Fund 190 along with interest when General Fund revenues become available in FY 2023/24.
6. Approve changes to the Master Position Control list to unfreeze, reclassify and/or add 8 positions as detailed in Attachment 3.
7. Approve transfers from the General Fund 121 to CIP Funds and Settlement Agreement Fund totaling \$33,886,201.

BOARD MEMBER COMMENTS (FILE 11.13)

Director Hertz-Mallari reported participating in a site visit with Fire Station 18 hand crew, commending them for their work, and thanking them for the demonstrations they presented.

Director Hernandez thanked Fire Chief Fennessy for recognizing the veterans. He noted the Nixon Library in Yorba Linda recently had a celebration of the return of the POWs from the Vietnam war. He recommended the city of Yorba Linda would benefit from a drowning prevention demonstration in the future, and shared of the passing of former Mayor and Councilmember of the city of Tustin, Dr. Allan Bernstein.

Director Kim in agreement with Director Hertz-Mallari's comments, also participated in a site visit noting the hand crew demonstrations were highly informative and appreciated.

RECESS TO CLOSED SESSION (FILE 11.15)

CS1. CONFERENCE WITH LABOR NEGOTIATORS pursuant to Government Code Section 54957.6

Negotiators:	Peter Brown, Liebert Cassidy Whitmore; Stephanie Holloman, Assistant Chief/Human Resources Director and Lori Zeller, Deputy Chief/Administration & Support Bureau
Employee Organizations:	<ul style="list-style-type: none"> • Chief Officers Association (COA); and • Orange County Fire Authority Managers Association (OCFAMA)

CS2. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION pursuant to paragraph (2) and (3) of subdivision (d) of Section 54956.9 of the Government Code: One (1) Case

CS3. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54954.5
 Position: Fire Chief

RECONVENE TO OPEN SESSION

CLOSED SESSION REPORT (FILE 11.15)

General Counsel David Kendig stated there was no reportable action.

ADJOURNMENT – Chair Rossini adjourned the meeting at 7:47 p.m. in memory of former Tustin Mayor Dr. Allan Bernstein. The next meeting of the Orange County Fire Authority Board of Directors will be on Thursday, June 22, 2023, at 6:00 p.m.

Maria D. Huizar, CMC
Clerk of the Authority



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 22, 2023

Agenda Item No. 2B
Consent Calendar

FY 2022/23 Year End Budget Adjustment

Contact(s) for Further Information

Robert Cortez, Assistant Chief Business Services Department	robertcortez@ocfa.org	714.573.6012
Tricia Jakubiak, Treasurer Treasury & Financial Planning	triciajakubiak@ocfa.org	714.573.6301
Stuart Lam, Budget Manager Treasury & Financial Planning	stuartlam@ocfa.org	714.573.6302

Summary

This item is submitted to request approval to adjust revenues and expenditures to reflect changes identified after the FY 2022/23 Mid-Year Budget Adjustment was approved in March 2023.

Prior Board/Committee Action

A comprehensive mid-year financial review was presented to the Budget and Finance Committee and the Board of Directors in January 2023, highlighting proposed mid-year changes to the FY 2022/23 budget that were needed based on events that have occurred since the budget was adopted. The Board directed staff to return in March with the technical budget adjustments required to implement the proposed changes.

At its regular March 8, 2023, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item. At its regular March 23, 2023, Board of Directors meeting, the Board also reviewed and approved this item.

Subsequent to the Board's approval of the mid-year budget adjustments, there are additional adjustments to both revenues and expenditures that require Board approval prior to year-end.

On June 14, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Gabbard, Patel and Hernandez absent).

RECOMMENDED ACTION(S)

Approve and authorize FY 2022/23 budget adjustments as detailed in this report.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Financial impact is detailed in the report, with an overall adjustment in revenues (all funds combined) of \$3.5 million and an overall adjustment in expenditures (all funds combined) of \$6.8

million. The balance of \$3.3 million is primarily due to salary and employee benefit cost increases associated with the Board approved Firefighter and Orange County Employee Association (OCEA) labor agreements. Note that the Cash Contract City (CCC) portion of the negotiated labor agreement costs will be reflected in the CCC charges starting in FY 2023/24 and FY 2024/25.

Increased Cost Funded by Structural Fire Fund: \$3,287,695
 Increased Cost Funded by Cash Contract Cities: \$0

Background

Proposed FY 2022/23 Year End Budget Adjustment

Since the mid-year budget adjustment was approved by the Board in March 2023, additional changes to the budget have become necessary. Overall, the proposed changes in the General Fund result in a revenue adjustment of approximately \$3.2 million and an expenditure adjustment of \$6.5 million. **Approximately \$3.3 million of the General Fund expenditure adjustments are related to emergency incidents that are offset by corresponding revenue or are items that are cost neutral.** An additional \$3.3 million in expenditure adjustments are needed to cover the cost of the Board approved Firefighter and OCEA labor agreements.

FY 2022/23 General Fund Revenue Adjustments - \$3.2 million

<p>Assistance by Hire (ABH)/Emergency Incident/CalFire: ABH is the term used when OCFA responds to requests for assistance to incidents outside our area of responsibility, on a reimbursement basis. This adjustment includes an additional \$2,197,429 million not included in the mid-year adjustments, primarily due to anticipated reimbursement for winter storm and flooding events. An expenditure adjustment is also proposed to the overtime/backfill category to cover the costs associated with providing the ABH services. The adjustment also includes \$649,332 for a Spring 2023 augmentation funding allocation from CalFire for operational support and Hand Crew funding as well as \$183,000 for reimbursement of expenses related to the COVID-19 pandemic.</p>	<p>\$3,029,761</p>
<p>Urban Areas Security Initiative (UASI) Grant : OCFA was notified it would be eligible to receive an additional grant award as part of the FY 2020 UASI Grant Program.</p>	<p>\$230,000</p>
<p>Charges for Services: Charges for services revenue is being adjusted for the following items: increase in inspection services revenue (\$860,000); increase in late payment penalty revenue (\$9,500); increase in false alarm fees (\$6,500); reduced ambulance supplies reimbursement revenue as a new contract is under negotiation (\$830,100); and reduced reimbursable crews and equipment service revenue (\$37,000).</p>	<p>\$8,900</p>
<p>RDA Pass-Through Revenue: A net increase in RDA pass-through revenue is needed based on actual revenue receipts through May 2023.</p>	<p>\$159,953</p>
<p>Miscellaneous: This category of revenue adjustments includes an increase for insurance settlements (\$78,000), an increase for sale of surplus of non-capital items (\$25,000), a decrease for sale of surplus of capital assets (\$70,000), and a decrease in interest earnings (\$247,393).</p>	<p>(\$214,393)</p>

Note: Some adjustments represent future anticipated reimbursement revenue

FY 2022/23 General Fund Expenditure Adjustments - \$6.5 million

Assistance by Hire/Emergency Incident Costs/CalFire: As mentioned under Revenue for ABH, an adjustment is needed for in-county and out-of-county responses, primarily in the overtime/backfill category, but also for response-related supplies. This category also includes operational support and hand crew expenditures covered by the CalFire Spring 2023 augmentation funding and COVID-19 related expenditures. **\$3,104,781⁽¹⁾**

Urban Areas Security Initiative (UASI) Grant : OCFA was notified it would be eligible to receive an additional grant award as part of the FY 2020 UASI Grant Program. The grant will allow for the purchase of training simulation equipment for encountering chemical and radiological agents (\$145,000) and provides funding for a pilot training program focusing on fire service operations during active shooter incidents (\$85,000). **\$230,000**

Labor Agreement Salary Increases: This adjustment covers the cost to the current fiscal year for the Board approved Firefighter and OCEA labor agreements. The new MOUs provide for a 4.0% increase for Firefighter employees effective 3/24/2023 and a 4.5% salary increase for OCEA employees effective 5/5/2023. **\$3,356,204**

Air Operations: This adjustment is to decrease maintenance and equipment expenditures in the Air Operations section by \$200,000, using this anticipated budget savings to partially offset the \$307,000 helicopter change order cost increase in Fund 133. **(\$200,000)**

¹ Expenditure increase is wholly or partially cost neutral, offset by a corresponding revenue source or dedicated fund balance.

FY 2022/23 CIP and Other Fund Adjustments

- **Fund 12110 – General Fund CIP:** An increase in expenditures in the amount of \$500,000 is needed to correct the budget reduction approved in March 2023 for retrofitting existing station fire life safety systems from Fund 12110 to Fund 123.
- **Fund 123 – Fire Stations and Facilities:** A decrease in revenue in the amount of \$820,000 is needed to reclassify developer contribution revenue from Fund 123 to Fund 133. A decrease in expenditures in the amount of \$500,000 is needed to correct the budget reduction approved in March 2023 for retrofitting existing station fire life safety systems from Fund 12110 to Fund 123.
- **Fund 133 – Fire Stations and Facilities:** An increase in revenue in the amount of \$820,000 is needed to reclassify developer contribution revenue from Fund 123 to Fund 133. An increase in expenditures in the amount of \$307,000 is needed for a change order cost increase for the Firehawk Helicopters. This amount is partially offset by a \$200,000 budget reduction in the Air Operations budget in the General Fund. The remaining \$107,000 would come from available fund balance.
- **Fund 190 – Workers’ Compensation:** An increase in revenue in the amount of \$82,855 is needed for insurance settlements received.

- **Interest Earnings:** Interest earning revenues for each of the CIP and Other Funds have been adjusted by a combined amount of \$213,214 allocated as follows:
 - \$62,279 increase in Fund 123 Fire Stations and Facilities
 - \$16,375 increase in Fund 124 Communications and Information Systems
 - \$159,086 increase in Fund 133 Fire Apparatus
 - \$28,098 increase in Fund 139 115 Trust
 - \$12,596 increase in Fund 171 Structural Fire Fund Entitlement Fund
 - \$65,220 decrease in Fund 190 Workers' Compensation



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 22, 2023

Agenda Item No. 2C
Consent Calendar

Updated Cost Reimbursement Rates

Contact(s) for Further Information

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Business Services Department

Gina Cheung, Accounting Manager ginacheung@ocfa.org 714.573.6303

Summary

This item is submitted to request approval of the proposed update to the Cost Reimbursement rates.

Prior Board/Committee Action

On June 14, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Gabbard, Patel and Hernandez absent).

RECOMMENDED ACTION(S)

Approve and adopt the proposed Cost Reimbursement Rate schedules to be effective July 1, 2023.

Impact to Cities/County

Not Applicable.

Fiscal Impact

The fiscal impact of the new rates will be based on the number of incidents that occur throughout the year and will be incorporated into the mid-year budget update.

Background

The California Fire and Rescue Mutual Aid System Operating Plan outlines the methodologies and formulas participating agencies (including OCFA) are required to use when developing cost reimbursement rates. These rates will be used when OCFA resources are ordered by various Federal (Cleveland National Forest Service) and State (Cal Fire) agencies. The California Office of Emergency Services (Cal OES) requires a different method to calculate reimbursement rates for non-suppression personnel only. Both methods are designed to only reimburse OCFA for the marginal cost of providing the resources and are calculated in three separate components, the indirect (overhead) cost rate, personnel rate, and equipment rate.

Reimbursement Rate Calculation (Other than Cal OES)

FY 2023/24 proposed Indirect Cost Rate is 14.22%, decreasing 1.76% from the current rate of 15.98%. This change is due to a decrease in indirect and support costs. According to Title 2 Code of Federal Regulations, part 200 issued by the Federal Office of Management and Budget, special projects or unexpected events are allowable costs for developing the indirect cost rate. The average proposed suppression personnel cost reimbursement rates decreased by 1.5% due to the new hires at lower hourly rates. The specialty pays (i.e., crane operator, paramedic, hazmat specialist, hazardous duty, technical rescue truck, and US&R pay) are blended with a base salary in the

average hourly rates for suppression positions. The full list of proposed reimbursement rates by position, including the indirect cost rate, is listed in Attachment 1A.

OCFA adopts the Cal OES California Fire Assistance Agreement (CFAA) and Federal Emergency Management Agency (FEMA) approved equipment rates, except for the helicopter rates, to seek reimbursement for equipment use during the fire incidents. The Bell 412 helicopter rate increased by 6.26% from last year due to an increase in parts and maintenance costs (Attachment 2). Rates for the Firehawk helicopters will be added and submitted to the Board for approval when the new aircraft is placed into service.

Cal OES Reimbursement Rates

The Cal OES requires separate calculations for regular and overtime reimbursement rates for non-suppression staff. The Cal OES personnel reimbursement rates are listed in Attachment 1B to this staff report.

Civilian Position Rates

The civilian position reimbursement rates are used for task force members responding to national and regional disasters on search and rescue missions. The reimbursement rate for affiliate members is based on the top-step shift rate for OCFA's Battalion Chief. The reimbursement rates for all other civilian positions are based on a salary survey conducted within California task forces, and the new rates are shown in the Cal OES reimbursement schedule (Attachment 1B).

Mutually Beneficial Hourly Rates (Hand Crew and Dozer Operator)

These rates, with a **methodology** originally approved in 2010, are updated annually and used to recover only the base salary costs of the hand crew and dozer operators when projects are deemed by OCFA to be beneficial to both the requesting entity and OCFA.

QRF Reimbursement Rates

The Quick Reaction Force (QRF) reimbursement rates are based on the QRF Program and vendor agreements previously approved by the Board of Directors on November 17, 2022. Reimbursement rates were also approved at the November 2022 Board meeting. The QRF reimbursement rates include OCFA's cost recovery for helitankers, mobile fire-retardant plant, and hourly rates for Program Manager and Air Tactical Group Supervisors (Attachment 3).

Summary

Upon approval of the proposed rates included in Attachment 1A, 1B, 2 and 3, OCFA's Finance/Cost Recovery Section will use the approved rates for the following activities or programs:

- Assistance by Hire (ABH) rates for services provided in response to CAL FIRE, Cal OES, Cleveland National Forest Service (CNF) Fire/Incident response, and other agency requests.
- Fire/Incident Restitution
- Special Event Stand-By
- Other Miscellaneous Billing

Attachment(s)

1. Proposed Cost Reimbursement Rates – Personnel
 - a. Proposed Cost Reimbursement Rates – All Agencies except Cal OES
 - b. Proposed Cost Reimbursement Rates – Cal OES
2. Proposed Cost Reimbursement Rates – Equipment
3. Proposed Cost Reimbursement Rates - QRF

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)
PERSONNEL
EFFECTIVE JULY 1, 2023

CLASSIFICATION	2022/23 ADOPTED RATES	2023/24 PROPOSED RATE with ICRP	\$ CHANGE	% CHANGE
SUPPRESSION PERSONNEL				
FIRE DIVISION CHIEF (DC)	\$192.10	\$189.02	(\$3.08)	-1.61%
FIRE BATTALION CHIEF (BC)	\$142.80	\$139.25	(\$3.54)	-2.48%
FIRE CAPTAIN (FC)	\$94.05	\$96.45	\$2.39	2.55%
FIRE APPARATUS ENGINEER (FAE)	\$80.02	\$81.18	\$1.16	1.45%
FIREFIGHTER (FF)	\$66.55	\$69.56	\$3.00	4.52%
HAND CREW (FIREFIGHTER)	\$38.85	\$39.31	\$0.45	1.17%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$86.52	\$89.01	\$2.49	2.88%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$73.91	\$76.04	\$2.14	2.89%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$65.89	\$67.80	\$1.90	2.89%
HEAVY FIRE EQUIPMENT OPERATOR	\$121.13	\$124.62	\$3.49	2.88%
FIRE PILOT	\$98.41	\$97.91	(\$0.50)	-0.51%
NON-SUPPRESSION PERSONNEL				
ACCOUNTANT	\$81.83	\$81.63	(\$0.20)	-0.25%
ACCOUNTING MANAGER	\$94.97	\$93.81	(\$1.16)	-1.22%
ADMINISTRATIVE ASSISTANT	\$60.79	\$60.02	(\$0.76)	-1.25%
ASST. FIRE MARSHAL	\$115.97	\$111.56	(\$4.41)	-3.81%
ASST. PURCHASING AGENT	\$92.32	\$91.19	(\$1.13)	-1.22%
BUYER	\$72.53	\$72.60	\$0.08	0.10%
COMMUNICATIONS TECHNICIAN	\$70.41	\$69.55	(\$0.86)	-1.22%
COMMUNICATIONS SERVICE SUPERVISOR	\$106.01	\$104.71	(\$1.30)	-1.22%
DEPUTY FIRE MARSHAL	\$94.02	\$91.28	(\$2.74)	-2.91%
EMERGENCY COMM CENTER MANAGER	\$94.97	\$63.34	(\$31.63)	-33.31%
ENVR HEALTH & SAFETY OFFICER	\$76.45	\$78.28	\$1.83	2.39%
EQUIPMENT TECHNICIAN I	N/A	\$60.43	-	-
EQUIPMENT TECHNICIAN II	\$78.11	\$77.39	(\$0.72)	-0.92%
FINANCE DIVISION MANAGER	\$104.26	\$106.94	\$2.68	2.57%
FIRE COMM RELAT/ED SPECIALIST	\$64.32	\$71.86	\$7.54	11.72%
FIRE COMM RELAT/ED SUPERVISOR	\$87.81	\$73.71	(\$14.10)	-16.05%
FIRE COMMUNICATIONS DISPATCHER	\$68.09	\$69.68	\$1.59	2.34%
FIRE COMMUNICATIONS SUPERVISOR	\$82.88	\$80.43	(\$2.46)	-2.96%
FIRE HELICOPTER TECHNICIAN	\$97.27	\$93.10	(\$4.18)	-4.29%
FIRE PREVENTION ANALYST	\$105.69	\$104.05	(\$1.64)	-1.55%
FIRE PREVENTION SERVICES SPECIALIST	\$34.76	\$34.33	(\$0.42)	-1.22%
FIRE PREVENTION SPECIALIST	\$77.02	\$78.36	\$1.33	1.73%
FIRE PREVENTION TRAINEE	\$58.82	\$57.96	(\$0.86)	-1.46%
FIRE SAFETY ENGINEER	\$124.02	\$122.51	(\$1.52)	-1.22%
FLEET SERVICES COORDINATOR	\$82.88	\$81.87	(\$1.01)	-1.22%
FLEET SERVICE DIVISION MANAGER	\$88.59	\$92.31	\$3.73	4.21%
FLEET SERVICES SUPERVISOR	\$101.13	\$95.05	(\$6.08)	-6.01%

Notes:

- (1) The average rate includes specialty pays applicable to over-time calculations (i.e. Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Hazmat Specialist, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7%-EMT specialty pay is included in Hand Crew FF average rate
- (3) Adjustment to management positions to reflect overtime as straight time rather than 1.5 x hourly rate.
- (4) Hourly rate reflects changes in personnel

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR ALL BILLING AGENCIES (EXCEPT CAL OES)
PERSONNEL
EFFECTIVE JULY 1, 2023

CLASSIFICATION	2022/23 ADOPTED RATES	2023/24 PROPOSED RATE with ICRP	\$ CHANGE	% CHANGE
GENERAL LABORER	\$38.65	\$38.30	(\$0.36)	-0.92%
GIS ANALYST	\$108.09	\$108.80	\$0.71	0.66%
GIS SUPERVISOR	\$134.72	\$133.07	(\$1.65)	-1.22%
GIS TECHNICIAN	\$75.48	\$80.68	\$5.20	6.90%
HEAVY EQUIPMENT TECHNICIAN I	\$69.38	\$70.57	\$1.19	1.72%
HEAVY EQUIPMENT TECHNICIAN II	\$80.60	\$82.87	\$2.27	2.82%
INFORMATION TECHNOLOGY ANALYST	\$109.46	\$108.12	(\$1.34)	-1.22%
INFORMATION TECHNOLOGY MANAGER	\$100.10	\$98.88	(\$1.22)	-1.22%
INFORMATION TECHNOLOGY SPECIALIST	\$93.59	\$93.42	(\$0.17)	-0.18%
INFORMATION TECHNOLOGY SUPERVISOR	\$134.72	\$133.07	(\$1.65)	-1.22%
INFORMATION TECHNOLOGY TECHNICIAN	\$86.42	\$85.15	(\$1.26)	-1.46%
MANAGEMENT ANALYST	N/A	\$70.51	-	-
MEDICAL DIRECTOR	\$108.26	\$106.94	(\$1.32)	-1.22%
PURCHASING DIVISION MANAGER	\$72.28	\$75.32	\$3.04	4.20%
RESERVE FIREFIGHTER	\$2.18	\$2.22	\$0.04	1.74%
RISK MANAGEMENT ANALYST	\$75.84	\$78.28	\$2.44	3.22%
RISK MANAGEMENT SPECIALIST	\$65.84	\$58.01	(\$7.83)	-11.90%
RISK MANAGER	\$93.07	\$96.99	\$3.92	4.21%
SERVICE CENTER LEAD	\$74.40	\$73.49	(\$0.91)	-1.22%
SERVICE CENTER SUPERVISOR	\$101.13	\$100.20	(\$0.93)	-0.92%
SERVICE CENTER TECHNICIAN I	\$50.48	\$46.51	(\$3.98)	-7.88%
SERVICE CENTER TECHNICIAN II	\$66.93	\$58.96	n/a	n/a
SR. ACCOUNTANT	\$79.94	\$65.60	(\$14.33)	-17.93%
SR. ACCT. SUPPORT SPEC.	\$64.44	\$61.52	(\$2.91)	-4.52%
SR. COMMUNICATIONS TECHNICIAN	\$77.13	\$79.28	\$2.15	2.78%
SR. FIRE COMMUNICATIONS SUPV.	\$78.46	\$77.50	(\$0.96)	-1.22%
SR. FIRE HELICOPTER TECHNICIAN	\$114.83	\$113.77	(\$1.05)	-0.92%
SR. FIRE PREVENTION SPECIALIST	\$97.38	\$91.16	(\$6.22)	-6.39%
SR. INFO TECHNOLOGY ANALYST	\$123.24	\$122.66	(\$0.58)	-0.47%
SR. SERVICE CENTER TECHNICIAN	\$69.04	\$74.35	\$5.31	7.69%
US&R WAREHOUSE & LOGISTICS SPECIALIST	\$66.65	\$67.72	\$1.07	1.61%
WILDLAND RESOURCE PLANNER	\$111.42	\$91.03	(\$20.40)	-18.30%

MUTUALLY BENEFICIAL RATES:				
HAND CREW (FIREFIGHTER)	\$19.44	\$19.88 \$19.58	\$0.44 \$0.14	2.26% 0.72%
HAND CREW SUPERVISOR (STAFF FIRE CAPTAIN)	\$43.29	\$45.02	\$1.73	4.00%
HAND CREW SUPERVISOR (STAFF FIRE APP. ENG)	\$36.98	\$38.46	\$1.48	4.00%
HAND CREW SUPERVISOR (STAFF FIREFIGHTER)	\$32.97	\$34.29	\$1.32	4.00%
HEAVY FIRE EQUIPMENT OPERATOR	\$60.61	\$63.03	\$2.42	3.99%
SWAMPER/HAND CREW FF	\$19.44	\$19.88 \$19.58	\$0.44 \$0.14	2.26% 0.72%

Notes:

- (1) The average rate includes specialty pays **applicable to over-time calculations** (i.e. Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, **Hazmat Specialist**, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) ~~7%~~ EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.
- (4) Hourly rate reflects changes in personnel

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY
PERSONNEL
EFFECTIVE JULY 1, 2023

CLASSIFICATION	2022/23					2023/24	\$	%
	ADOPTED RATE					PROPOSED RATE	CHANGE	CHANGE
SUPPRESSION POSITIONS								
FIRE DIVISION CHIEF	\$192.10					\$189.02	(\$3.08)	-1.61%
FIRE BATTALION CHIEF	\$142.80					\$139.25	(\$3.54)	-2.48%
FIRE CAPTAIN	\$94.05					\$96.45	\$2.39	2.55%
FIRE APPARATUS ENGINEER	\$80.02					\$81.18	\$1.16	1.45%
FIREFIGHTER	\$66.55					\$69.56	\$3.00	4.52%
HAND CREW (FIREFIGHTER)	\$38.85					\$39.31	\$0.45	1.17%
HAND CREW SUPERVISOR (FIRE CAPTAIN)	\$86.52					\$89.01	\$2.49	2.88%
HAND CREW SUPERVISOR (FIRE APP. ENGINEER)	\$73.91					\$76.04	\$2.14	2.89%
HAND CREW SUPERVISOR (FIREFIGHTER)	\$65.89					\$67.80	\$1.90	2.89%
HEAVY FIRE EQUIPMENT OPERATOR	\$121.13					\$124.62	\$3.49	2.88%
FIRE PILOT	\$98.41					\$97.91	(\$0.50)	-0.51%
NON-SUPPRESSION POSITIONS								
CLASSIFICATION	2022/23	2023/24	\$	%	2022/23	2023/24	\$	%
	ADOPTED REGULAR RATE	PROPOSED REGULAR RATE	CHANGE	CHANGE	ADOPTED OT RATE	PROPOSED OT RATE	CHANGE	CHANGE
ACCOUNTANT	\$82.01	\$81.28	(\$0.73)	-0.89%	\$81.83	\$81.63	(\$0.20)	-0.25%
ACCOUNTING MANAGER	\$149.34	\$146.33	(\$3.01)	-2.02%	\$94.97	\$93.81	(\$1.16)	-1.22%
ADMINISTRATIVE ASSISTANT	\$63.10	\$62.13	(\$0.96)	-1.53%	\$60.79	\$60.02	(\$0.76)	-1.25%
ASST. FIRE MARSHAL	\$112.72	\$107.80	(\$4.91)	-4.36%	\$115.97	\$111.56	(\$4.41)	-3.81%
ASST. PURCHASING AGENT	\$91.45	\$89.75	(\$1.70)	-1.86%	\$92.32	\$91.19	(\$1.13)	-1.22%
BUYER	\$73.65	\$73.28	(\$0.37)	-0.51%	\$72.53	\$72.60	\$0.08	0.10%
COMMUNICATIONS TECHNICIAN	\$71.75	\$70.58	(\$1.18)	-1.64%	\$70.41	\$69.55	(\$0.86)	-1.22%
COMMUNICATIONS SERVICES SUPERVISOR	\$103.76	\$101.73	(\$2.03)	-1.96%	\$106.01	\$104.71	(\$1.30)	-1.22%
DEPUTY FIRE MARSHAL	\$148.05	\$142.93	(\$5.12)	-3.46%	\$94.02	\$91.28	(\$2.74)	-2.91%
EMERGENCY COMM CENTER MANAGER	\$149.34	\$105.32	(\$44.02)	-29.48%	\$94.97	\$63.34	(\$31.63)	-33.31%
ENVR HEALTH & SAFETY OFFICER	\$124.08	\$125.43	\$1.35	1.09%	\$76.45	\$78.28	\$1.83	2.39%
EQUIPMENT TECHNICIAN I	N/A	\$63.69	-	-	N/A	\$60.43	-	-
EQUIPMENT TECHNICIAN II	\$79.79	\$78.73	(\$1.06)	-1.32%	\$78.11	\$77.39	(\$0.72)	-0.92%
FINANCE DIVISION MANAGER	\$162.02	\$164.01	\$1.99	1.23%	\$104.26	\$106.94	\$2.68	2.57%
FIRE COMM RELAT/ED SPECIALIST	\$66.27	\$72.62	\$6.35	9.58%	\$64.32	\$71.86	\$7.54	11.72%
FIRE COMM RELAT/ED SUPERVISOR	\$87.39	\$74.26	(\$13.13)	-15.03%	\$87.81	\$73.71	(\$14.10)	-16.05%
FIRE COMMUNICATIONS DISPATCHER	\$69.66	\$70.68	\$1.03	1.47%	\$68.09	\$69.68	\$1.59	2.34%
FIRE COMMUNICATIONS SUPERVISOR	\$82.96	\$80.21	(\$2.75)	-3.32%	\$82.88	\$80.43	(\$2.46)	-2.96%
FIRE HELICOPTER TECHNICIAN	\$97.06	\$92.68	(\$4.38)	-4.51%	\$97.27	\$93.10	(\$4.18)	-4.29%
FIRE PREVENTION ANALYST	\$103.48	\$101.15	(\$2.33)	-2.25%	\$105.69	\$104.05	(\$1.64)	-1.55%
FIRE PREVENTION SERVICES SPECIALIST	\$39.68	\$39.37	(\$0.31)	-0.79%	\$34.76	\$34.33	(\$0.42)	-1.22%
FIRE PREVENTION SPECIALIST	\$77.69	\$78.37	\$0.68	0.88%	\$77.02	\$78.36	\$1.33	1.73%
FIRE PREVENTION TRAINEE	\$60.94	\$59.86	(\$1.08)	-1.76%	\$58.82	\$57.96	(\$0.86)	-1.46%
FIRE SAFETY ENGINEER	\$119.96	\$117.50	(\$2.46)	-2.05%	\$124.02	\$122.51	(\$1.52)	-1.22%
FLEET SERVICES COORDINATOR	\$82.96	\$81.49	(\$1.47)	-1.78%	\$82.88	\$81.87	(\$1.01)	-1.22%
FLEET SERVICE DIVISION MANAGER	\$140.65	\$144.33	\$3.68	2.61%	\$88.59	\$92.31	\$3.73	4.21%
FLEET SERVICES SUPERVISOR	\$100.53	\$94.42	(\$6.10)	-6.07%	\$101.13	\$95.05	(\$6.08)	-6.01%

Notes:

- (1) The average rate includes specialty pays **applicable to over-time calculations** (i.e. Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, **Hazmat Specialist**, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) **7%** EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.
- (4) Hourly rate reflects changes in personnel
- (5) Civilian rates are based on task force average rates in California.

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES FOR CAL OES BILLINGS ONLY
PERSONNEL
EFFECTIVE JULY 1, 2023

CLASSIFICATION	2022/23					2023/24	\$	%
	ADOPTED RATE					PROPOSED RATE	CHANGE	CHANGE
GENERAL LABORER	\$44.27	\$44.05	(\$0.23)	-0.51%	\$38.65	\$38.30	(\$0.36)	-0.92%
GIS ANALYST	\$105.63	\$105.36	(\$0.28)	-0.26%	\$108.09	\$108.80	\$0.71	0.66%
GIS SUPERVISOR	\$129.58	\$126.87	(\$2.71)	-2.09%	\$134.72	\$133.07	(\$1.65)	-1.22%
GIS TECHNICIAN	\$75.90	\$79.99	\$4.08	5.38%	\$75.48	\$80.68	\$5.20	6.90%
HEAVY EQUIPMENT TECHNICIAN I	\$71.93	\$72.70	\$0.77	1.07%	\$69.38	\$70.57	\$1.19	1.72%
HEAVY EQUIPMENT TECHNICIAN II	\$82.04	\$83.61	\$1.57	1.91%	\$80.60	\$82.87	\$2.27	2.82%
INFORMATION TECHNOLOGY ANALYST	\$106.85	\$104.75	(\$2.10)	-1.97%	\$109.46	\$108.12	(\$1.34)	-1.22%
INFORMATION TECHNOLOGY MANAGER	\$156.35	\$153.16	(\$3.19)	-2.04%	\$100.10	\$98.88	(\$1.22)	-1.22%
INFORMATION TECHNOLOGY SPECIALIST	\$92.18	\$91.27	(\$0.90)	-0.98%	\$93.59	\$93.42	(\$0.17)	-0.18%
INFORMATION TECHNOLOGY SUPERVISOR	\$129.58	\$126.87	(\$2.71)	-2.09%	\$134.72	\$133.07	(\$1.65)	-1.22%
INFORMATION TECHNOLOGY TECHNICIAN	\$85.73	\$83.95	(\$1.79)	-2.08%	\$86.42	\$85.15	(\$1.26)	-1.46%
MANAGEMENT ANALYST	N/A	\$114.98	-	-	N/A	\$70.51	-	-
MEDICAL DIRECTOR	\$167.50	\$164.01	(\$3.49)	-2.08%	\$108.26	\$106.94	(\$1.32)	-1.22%
PURCHASING DIVISION MANAGER	\$118.39	\$121.45	\$3.06	2.58%	\$72.28	\$75.32	\$3.04	4.20%
RESERVE FIREFIGHTER	\$1.58	\$1.61	\$0.03	1.78%	\$2.18	\$2.22	\$0.04	1.74%
RISK MANAGEMENT ANALYST	\$123.25	\$125.43	\$2.19	1.77%	\$75.84	\$78.28	\$2.44	3.22%
RISK MANAGEMENT SPECIALIST	\$67.64	\$60.34	(\$7.30)	-10.79%	\$65.84	\$58.01	(\$7.83)	-11.90%
RISK MANAGER	\$146.76	\$150.62	\$3.86	2.63%	\$93.07	\$96.99	\$3.92	4.21%
SERVICE CENTER LEAD	\$75.34	\$74.07	(\$1.27)	-1.69%	\$74.40	\$73.49	(\$0.91)	-1.22%
SERVICE CENTER SUPERVISOR	\$100.53	\$98.99	(\$1.53)	-1.52%	\$101.13	\$100.20	(\$0.93)	-0.92%
SERVICE CENTER TECHNICIAN I	\$54.93	\$51.33	(\$3.59)	-6.54%	\$50.48	\$46.51	(\$3.98)	-7.88%
SERVICE CENTER TECHNICIAN II	\$69.73	\$62.38	n/a	n/a	\$66.93	\$58.96	n/a	n/a
SR. ACCOUNTANT	\$128.84	\$108.37	(\$20.46)	-15.88%	\$79.94	\$65.60	(\$14.33)	-17.93%
SR. ACCT. SUPPORT SPEC.	\$66.37	\$63.46	(\$2.91)	-4.39%	\$64.44	\$61.52	(\$2.91)	-4.52%
SR. COMMUNICATIONS TECHNICIAN	\$77.79	\$79.20	\$1.41	1.82%	\$77.13	\$79.28	\$2.15	2.78%
SR. FIRE COMMUNICATIONS SUPV.	\$79.00	\$77.62	(\$1.38)	-1.74%	\$78.46	\$77.50	(\$0.96)	-1.22%
SR. FIRE HELICOPTER TECHNICIAN	\$112.86	\$111.04	(\$1.82)	-1.61%	\$114.83	\$113.77	(\$1.05)	-0.92%
SR. FIRE PREVENTION SPECIALIST	\$95.99	\$89.72	(\$6.27)	-6.53%	\$97.38	\$91.16	(\$6.22)	-6.39%
SR. INFO TECHNOLOGY ANALYST	\$119.26	\$117.63	(\$1.62)	-1.36%	\$123.24	\$122.66	(\$0.58)	-0.47%
SR. SERVICE CENTER TECHNICIAN	\$71.64	\$76.05	\$4.41	6.16%	\$69.04	\$74.35	\$5.31	7.69%
US&R WAREHOUSE & LOGISTICS SPECIALIST	\$69.49	\$70.17	\$0.68	0.98%	\$66.65	\$67.72	\$1.07	1.61%
WILDLAND RESOURCE PLANNER	\$108.63	\$89.60	(\$19.02)	-17.51%	\$111.42	\$91.03	(\$20.40)	-18.30%
CIVILIAN POSITIONS								
AFFILIATED MEMBER	\$60.52					\$60.52	\$0.00	0.00%
CANINE SPECIALIST	\$37.50					\$43.33	\$5.83	15.55%
DOCTOR	\$90.38					\$99.24	\$8.86	9.80%
HEAVY RIGGING SPECIALIST	\$40.00					\$50.00	\$10.00	25.00%
STRUCTURE SPECIALIST	\$70.95					\$77.15	\$6.20	8.74%

Notes:

- (1) The average rate includes specialty pays applicable to over-time calculations (i.e. Airport Rescue, Crane Operator, Hazardous duty, HazMat, HazMat Paramedic, Hazmat Specialist, Paramedic, Technical Rescue Truck, US&R, and US&R Paramedic pays)
- (2) 7%-EMT specialty pay is included in Hand Crew FF average rate
- (3) In addition to other labor cost adjustments, these positions also reflect overtime as straight time rather than 1.5 x hourly rate.
- (4) Hourly rate reflects changes in personnel
- (5) Civilian rates are based on task force average rates in California.

ORANGE COUNTY FIRE AUTHORITY
COST REIMBURSEMENT RATES
EQUIPMENT
EFFECTIVE July 1, 2023

DESCRIPTION	2023/24 RATE	2022/23 RATE	\$ CHANGE	% CHANGE	SOURCE	Hourly / Daily
TYPE 1 ENGINE	\$141.96	\$140.00	\$1.96	1.40%	Cal OES	Hourly
TYPE 2 ENGINE	\$133.85	\$132.00	\$1.85	1.40%	Cal OES	Hourly
TYPE 3 ENGINE	\$128.27	\$126.50	\$1.77	1.40%	Cal OES	Hourly
TRUCK/QUINT	\$122.69	\$121.00	\$1.69	1.40%	FEMA	Hourly
AIR/LIGHT UTILITY	\$56.16	\$60.54	(\$4.38)	-7.23%	FEMA	Hourly
AIRPORT CRASH UNIT	\$82.24	\$81.10	\$1.14	1.41%	FEMA	Hourly
CHIPPER	\$32.26	\$24.89	\$7.37	29.61%	FEMA	Hourly
CREW CARRYING VEHICLE	\$21.90	\$21.60	\$0.30	1.39%	FEMA	Hourly
DOZER	\$152.20	\$153.35	(\$1.15)	-0.75%	FEMA	Hourly
DOZER MODULE (DOZER+TRANSPORT)	\$228.19	\$224.82	\$3.37	1.50%	FEMA	Hourly
DOZER TENDER	\$19.87	\$22.64	(\$2.77)	-12.23%	FEMA	Hourly
DOZER TRAILER	\$18.74	\$18.49	\$0.25	1.35%	FEMA	Hourly
DOZER TRANSPORT	\$75.99	\$71.47	\$4.52	6.32%	FEMA	Hourly
DUMP TRUCK	\$65.75	\$72.05	(\$6.30)	-8.74%	FEMA	Hourly
EXCAVATOR	\$20.46	\$18.97	N/A	N/A	FEMA	Hourly
FIRE COMMAND UNIT	\$86.10	\$86.10	\$0.00	0.00%	FEMA	Hourly
FUEL TENDER	\$32.01	\$32.01	\$0.00	0.00%	FEMA	Hourly
GRADER	\$65.12	\$63.63	\$1.49	2.34%	FEMA	Hourly
HAZMAT UNIT	\$82.24	\$81.10	\$1.14	1.41%	FEMA	Hourly
HAZMAT SUPPORT	\$31.43	\$31.43	\$0.00	0.00%	FEMA	Hourly
LOADER/SKID-STEER	\$36.76	\$38.72	(\$1.96)	-5.06%	FEMA	Hourly
MEDIC UNIT	\$201.00	\$224.00	(\$23.00)	-10.27%	Cal OES	Daily
MULE	\$14.05	\$13.86	\$0.19	1.37%	FEMA	Hourly
PATROL/SQUAD UNIT	\$120.00	\$120.00	\$0.00	0.00%	Cal OES	Hourly
PICKUP (less than 3/4 ton)	\$127.00	\$135.00	(\$8.00)	-5.93%	Cal OES	Daily
PROWLER	\$15.00	\$14.79	\$0.21	1.42%	FEMA	Hourly
REFRIGERATED TRAILER (29-40 ft)	\$553.00	\$515.00	\$38.00	7.38%	CAL FIRE	Daily
SEDAN	\$120.00	\$119.00	\$1.00	0.84%	Cal OES	Daily
SPORT UTILITY VEHICLE	\$197.00	\$194.00	\$3.00	1.55%	Cal OES	Daily
VAN	\$194.00	\$191.00	\$3.00	1.57%	Cal OES	Daily
WATER TENDER	\$104.11	\$102.67	\$1.44	1.40%	Cal OES	Hourly
OTHER (3/4 ton and above)	\$201.00	\$224.00	(\$23.00)	-10.27%	Cal OES	Daily
HELICOPTER - BELL 412	\$5,651.71	\$5,318.56	\$333.15	6.26%	OCFA	Hourly

(1), (2)

Notes:

- (1) Helicopter rates are based on 20 years useful life without the pilot and crew chief (Captain). The new rate reflects average usage for the past four years.
(2) Rates for the Firehawk helicopters will be added and submitted to the Board for approval when the new aircraft is placed into service.

ORANGE COUNTY FIRE AUTHORITY
QRF COST REIMBURSEMENT RATES
EFFECTIVE July 1, 2023

DESCRIPTION	2023/24 RATE	2022/23 RATE	\$ CHANGE	% CHANGE	SOURCE	HOURLY/ DAILY
HELITANKER CH-47 (FLIGHT HOURS)	\$10,462.36	\$10,462.36	\$0.00	0%	OCFA CONTRACTOR	Hourly
HELITANKER CH-47 (STANDBY)	\$1,016.10	\$1,016.10	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (FLIGHT HOURS)	\$3,969.00	\$3,969.00	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (STANDBY)	\$323.31	\$323.31	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
HELITANKER S-61 (FLIGHT HOURS)	\$6,082.68	\$6,082.68	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
HELITANKER S-61 (STANDBY)	\$1,016.10	\$1,016.10	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
MOBILE RETARDANT PLANT - OT (1)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) (0800-2000; 2000-0800)
MOBILE RETARDANT PLANT-OT (STANDBY) (1)	\$583.33	\$583.33	\$0.00	\$0.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
WATER TENDER (Perimeter Solutions) (2)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
WATER TENDER (Perimeter Solutions - STANDBY) (2)	\$166.67	\$166.67	\$0.00	\$0.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
MOBILE FIRE RETARDANT - PRODUCT (3)	Actual Cost	Actual Cost	\$0.00	\$0.00	OCFA CONTRACTOR	Per Mixed Gallon
FREIGHT (Perimeter Solutions) (4)	Actual Cost	Actual Cost	\$0.00	\$0.00	OCFA CONTRACTOR	Location and return to point of origin
LARGE VEHICLE MILEAGE (Fuel Truck, Bus, Service Trailer)	\$4.43	\$4.43	\$0.00	\$0.00	OCFA CONTRACTOR	Per Mile
AIR TACTICAL GROUP SUPERVISORS (ATGS)	\$166.00	\$166.00	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly
PROGRAM MANAGER	\$166.00	\$166.00	\$0.00	\$0.00	OCFA CONTRACTOR	Hourly

Notes:

- (1) \$2,000 per hour (overtime) after initial 12-hr shift (12-hr daily shift paid by Edison), up to maximum of \$9,000/day if extended or if 24-hr operations in a location begins. Contract cycle of 7/1-12/31/2023 will be charged at the daily operating rate plus overtime or full day rates as utilized.
- (2) Requesting Agency must provide a water tender for Mobile Retardant Plant deployment. Requesting Agency can use an agency water tender or request through vendor.
- (3) Based on 2023/2024 U.S.F.S. FOB Origin Price List of mixed per gallon.
- (4) Based on location, estimated at \$16,000 per incident (\$8,000 per delivery, \$8,000 return of unmixed/unsold product to point of origin).



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 22, 2023

Agenda Item No. 2D
Consent Calendar

**Cal OES Fire Integrated Real-time Intelligence System (FIRIS) Program
Mission Commander Contract Management for Fiscal Year 2023/2024**

Contact(s) for Further Information

Brian Fennessy, Fire Chief	brianfennessy@ocfa.org	714.573.6010
Tim Perkins, Assistant Chief Field Operations South	timperkins@ocfa.org	714.573.6008

Summary

This agenda item is submitted for approval of budget and contracts for the Mission Commander services for the Fire Integrated Real-time Intelligence System (FIRIS) Program, as requested by the State of California Governor's Office of Emergency Services (Cal OES). Cal OES will receive funding as part of the Fiscal Year 2023-24 Governor's budget to manage the FIRIS program effective July 1, 2023 and has requested that OCFA retain the Airborne Mission Commander (MC) portion of the program.

Prior Board/Committee Action

On June 23, 2022, the Board of Directors authorized the FIRIS 3.0 Program Extension for an initial duration of 6-months. This included approval of \$9.7 million in State funding and approval of various agreements for services including aviation equipment, data analytics, program managers, Mission Commanders, and other related services.

On November 17, 2022, the Board of Directors authorized a subsequent Cal OES request and funding commitment for an additional \$9.7 million by Cal OES to extend the FIRIS program through June 30, 2023.

On June 14, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Gabbard, Patel and Hernandez absent).

RECOMMENDED ACTION(S)

1. Approve and authorize the Fire Chief to enter into a reimbursement agreement with the State of California Governor's Office of Emergency Services (Cal OES) in the amount of \$5,000,000 for the provision of Airborne Mission Commanders and Mission Commander administrative support services.
2. Approve and authorize a budget adjustment to increase revenue and appropriations in the FY 2023-24 General Fund (121) budget by \$5,000,000 for Mission Commander (MC) contracts and MC administrative support services for the Cal OES FIRIS Program up to one-year from July 1, 2023 through June 30, 2024.
3. Approve and authorize the Purchasing Manager to enter into new Professional Services Agreements for a one-year period through July 30, 2024, by the individual amounts needed in support of the Cal OES FIRIS Program Mission Commanders, so long as the aggregate value of the agreements does not exceed the program budget (see table).

Impact to Cities/County

The Cal OES FIRIS program will continue to enhance aerial wildfire response and situational awareness in Orange County and throughout California during the 2023-24 wildfire season.

Fiscal Impact

Cal OES requests that OCFA provide Mission Commander and MC administrative support services from July 1, 2023 through June 30, 2024 and will provide \$5,000,000 to reimburse OCFA for the provision of these services.

Increased Cost Funded by Structural Fire Fund: \$0
Increased Cost Funded by Cash Contract Cities: \$0

Background

Cal OES will assume management of the FIRIS on July 1, 2023. Cal OES is requesting OCFA continue to provide Mission Commander services for up to one-year beginning July 1, 2023 (Attachment 1).

The Airborne Mission Commander is responsible for aircraft, crew, and airspace safety during flight missions. They coordinate the use of remote sensing technology to collect data produced in a manner useful to tactical, operational, and strategic incident personnel. Airborne MCs are expert practitioners (qualified and experienced Air Tactical Group Supervisors) within the Incident Command System (ICS), interagency aviation standards, and aerial supervision. MC's practice the Intelligence Investigation role in the ICS chain of command.

Program Budget

The table below details the estimated budget for the FY2023-24 FIRIS Airborne Mission Commander contract services:

Funding Source	Funding Description	Estimated Amount
Cal OES	New funding Agreement	\$5,000,000
	Total Project Funding	\$5,000,000
Service Contracts and Other Expenses	Services/Equipment	Estimated Amounts
Airborne Mission Commanders	Up to four 12-hr Shifts per day for 365 days	\$4,200,400
Unanticipated Tasks	MC, OCFA staff and other support as needed	\$131,650
OCFA Business Analyst	MC contract management, analytical and administrative support	\$45,467
OCFA Indirect Cost Rate	14.22%*	\$622,483
	Total Project Cost	\$5,000,000

**The Indirect Cost Rate is scheduled to be approved by the OCFA Board in June 2023 with an effective date of 7/1/23.*

Recommendation

Staff published Request for Qualifications SK2566 for Air Tactical Group Supervisor and MC Services. 228 vendors were notified, and the solicitation remains open for submittal. Interested parties are required to submit statements of qualifications which are then reviewed and vetted by a panel of OCFA subject matter experts to ensure they meet the qualification requirements. Staff is recommending approval to enter into new agreements as stated in the recommended actions and table above for the provision of Airborne MC services related to the FIRIS program.

Attachment(s)

1. Cal OES MC Funding Agreement
2. Sample MC Contract



Attachment 1

May 5, 2023

Robert Cortez
Assistant Chief
Orange County Fire Authority

Chief Cortez:

As Orange County Fire Authority (OCFA) is aware, the Governor's Office of Emergency Services (Cal OES) is in the process of transitioning the FIRIS program from OCFA to the State of California on July 1, 2023. However, Cal OES requires additional time to resolve the Mission Commander role for FIRIS. Accordingly, Cal OES is in the process of developing and completing a one-year interagency agreement to establish the use of the OCFA Mission Commander personnel in support of the FIRIS Program to begin on July 1, 2023 and end no later than June 30th, 2024. The dollar amount of this agreement will include the amount of \$4.9 Million dollars to cover the costs of such personnel during this one-year period.

Cal OES would like to thank OCFA for its continued partnership and efforts in providing a successful and systematic handoff of the FIRIS program to the State of California and allowing us this time to resolve the mission commander role as it relates to the FIRIS program.

Sincerely,

LORI LOPEZ
Deputy Chief of Administration

Attachment: MC SOW



**Orange County Fire Authority Mission Commanders
Statement of Work
California Office of Emergency Services
FIRIS Program**

The mission priority of the FIRIS program is to provide real-time information to First Responders on the ground and to provide them with situational awareness as they are enroute or engaged in any all-risk incident. As new technology is developed, Mission Commanders will assist Cal OES in all integration and use of any new applied technology to FIRIS. Not all applications for use of this aircraft and systems have been realized.

The position of Airborne Mission Commander (MC) is established for the purpose of staffing the California Governor's Office of Emergency Services (Cal OES) Fire Integrated Real-Time Intelligence System emergency response aircraft.

MC's use their discretion and exercise disciplined initiative when responding to emergency incidents in California. The MC is responsible for aircraft, crew, and airspace safety. The MC coordinates the use of remote sensing technology to collect data produced in a manner useful to tactical and strategic incident personnel.

All MC's are expert practitioners within the Incident Command System, they are familiar with interagency aviation standards of aerial supervision and practice the Intelligence Investigation role in the ICS chain of command.

The following are descriptions of experience and qualifications that are prerequisites of individuals who will serve as MC's:

- Must have been a Chief Officer for an agency or department which conducted emergency response operations utilizing the Incident Command System.
- Must have a thorough knowledge of FAA regulations and pilot/aircraft certifications.
- Must have thorough understanding of Interagency and mutual aid agreements.
- Must have significant experience in aviation operations to include ten (10) or more years as an airborne aerial supervisor.
- Must have thorough knowledge of fixed wing aircraft operations and flight manager experience.
- Must have knowledge of sophisticated remote sensing equipment, their use and limitations.
- Must have knowledge and programming skills in the operation of aviation radios.
- Must have been to an interagency sanctioned Crew Resource Management (CRM) training course and maintain currency.

The Mission Commanders will perform and be responsible for the following duties and responsibilities:

- Acting as the Cal OES Contracting Officers Authorized Representative to provide oversight and day-to-day management of the Cal OES Fire Integrated Real-Time Information System (FIRIS) contract requirements.
- Prepare daily diaries and mission summaries for the Cal OES FIRIS program on a biweekly or monthly schedule.
- Manage calendar and scheduling for the Mission Commander staffing of Cal OES FIRIS aircraft.
- Will represent and support Cal OES in any meetings, presentations or special projects when requested.
- Will support research and development of new techniques and technology for the Cal OES FIRIS program and will continue to maintain FIRIS program leadership and integrity.
- Cal OES will have final oversight of the MC's and reserves the right to provide operational control and priorities of FIRIS missions in its responsibility for the mutual aid system.

Deliverables:

FIRIS combines dedicated fixed-wing aircraft equipped with sensors capable of providing enhanced incident awareness and assessment, supercomputer-based fire prediction system, and situational awareness software into a single platform to support operational decision makers during incident response.

- Provide airborne incident awareness and assessment. Establish and rapidly distribute data during initial incident response. Provide Incident Awareness and Assessment (IAA) and real-time modeling to initial attack responders on all-hazard incidents.
- Improved decision-making support with real-time data and information. Help Incident Commanders and decision makers allocate resources, communicate with community members and support evacuation operations during initial incident response. Increase effectiveness of initial response on incidents to limit damage to values at risk and minimize exposure of first responders.
- Cal OES will have final oversight of the MC's and reserves the right to provide operational control and priorities of FIRIS missions in its responsibility for the mutual aid system.

Operational Success Conditions:

FIRIS is fully operational and integrated in California.

- Providing real-time intelligence (locations, perimeters, predictive models/projections, damage assessment, livestream/full-motion high-definition color & infra-red video, etc.) during the response phase (initial attack and extended attack).
- Providing a prediction model within 15 minutes of incident notification and location.

Rapidly updated predictions based on new information provided by field personnel, cameras, and aircraft.

- Providing a perimeter to response forces, emergency operations centers, and decision makers within 5 minutes of aircraft arriving on scene and additional perimeters every 15 minutes.
- Integrating all the information into a shared system that all responders can access.

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into this 22nd day of June, 2023 by and between the Orange County Fire Authority, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov’t Code §§ 6500 *et seq.*) (“OCFA”), and _____, an individual (“Contractor”). OCFA and Contractor are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, OCFA requires the services of a qualified Contractor to provide Airborne Mission Commander services in support of the California Governor’s Office of Emergency Services FIRIS program incident goals and objectives, hereinafter referred to as “Project”; and

WHEREAS, Contractor is fully qualified and certified to provide the necessary services for the Project and desires to provide such services; and

WHEREAS, OCFA desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, OCFA agrees to employ and does hereby retain Contractor and Contractor agrees to provide professional services as follows:

AGREEMENT

1. PROFESSIONAL SERVICES

1.1 Scope of Services

In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the Scope of Services, attached hereto as Exhibit “A”, which includes by reference and by addendum any amendments, addendums, change orders, or modifications mutually agreed upon by the parties hereto (“Services” or “Work”). Contractor warrants that all Services shall be performed in a competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Contractor represents and warrants that he/she possesses a sufficient skill and experience to perform the Services. All Services shall be completed to the reasonable satisfaction of the OCFA. In the event of any inconsistency between the terms contained in the Scope of Services, and/or the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement and then the Scope of Services shall govern, in that order.

1.2 Compliance with Law

All Services rendered hereunder shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of OCFA and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses and Permits

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement.

1.4 Familiarity with Work

By executing this Agreement, Contractor warrants that he/she (a) has thoroughly investigated and considered the Work to be performed, (b) has carefully considered how the Work should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement.

1.5 Care of Work

Contractor shall adopt and follow reasonable procedures and methods during the term of the Agreement to prevent loss or damage to materials, papers or other components of the Work, and shall be responsible for all such damage until acceptance of the work by OCFA, except such loss or damages as may be caused by OCFA's own negligence.

1.6 Additional Services

Contractor shall perform services in addition to those specified in the Scope of Services when directed to do so in writing by the OCFA Purchasing Manager, provided that Contractor shall not be required to perform any additional services without compensation. Any additional compensation not exceeding fifteen percent (15%) of the agreement amount must be approved in writing by the OCFA Purchasing Manager. Any greater increase must be approved in writing by the Executive Committee of the OCFA Board of Directors.

2. TIME FOR COMPLETION

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the schedules set forth in the Scope of Services. Contractor shall not be accountable for delays in the progress of its Work caused by any condition beyond its control and without the fault or negligence of Contractor. Delays shall not entitle Contractor to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in the Scope of Services (Exhibit "A") in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000).

3.2 Method of Payment

In any month in which Contractor wishes to receive payment, he/she shall no later than the first working day of such month, submit to OCFA in the form approved by OCFA's Finance Manager, an invoice for Services rendered prior to the date of the invoice. OCFA shall pay Contractor for all expenses stated thereon which are approved by OCFA consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.

3.3 Changes

In the event any change or changes in the work is requested by OCFA, the parties hereto shall execute an addendum to this Agreement, setting forth with particularity all terms of such addendum, including, but not limited to, any additional fees. Addenda may be entered into:

A. To provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product or work;

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

3.4 Appropriations

This Agreement is subject to and contingent upon funds being appropriated therefore by the OCFA Board of Directors for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to OCFA.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence

Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance

All Services rendered pursuant to this Agreement shall be performed within the time periods prescribed in the Scope of Services (Exhibit "A"). The extension of any time period specified in Exhibit "A" must be approved in writing by the Contract Officer.

4.3 Force Majeure

The time for performance of Services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if the Contractor shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term

This Agreement shall continue in full force and effect during the period from July 1, 2023 through June 30, 2024 ("Initial Term"), except as may be extended at the sole discretion of OCFA, and unless earlier terminated in accordance with Sections 8.5 or 8.6 of this Agreement.

5. COORDINATION OF WORK

5.1 [Reserved]

5.2 Contract Officer

The Primary Contract Officer shall be Tim Perkins, Assistant Chief, and the Secondary Contract Officer shall be Brian Fennessy, Fire Chief, unless otherwise designated in writing by OCFA. It shall be the Contractor's responsibility to keep the Contract Officer fully informed of the progress of the performance of the Services and Contractor shall refer any decisions that must be made by OCFA to the Contract Officer. Unless otherwise specified herein, any approval of OCFA required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment

5.3.1 No Subcontracting Without Prior Approval. The experience, knowledge, capability and reputation of the Contractor were a substantial

inducement for OCFA to enter into this Agreement. Therefore, Contractor shall not contract with any other individual or entity to perform in whole or in part the Services required hereunder.

5.4 Independent Contractor

5.4.1 The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor, an OCFA employee. During the performance of this Agreement, Contractor shall act in an independent capacity and shall not act as an OCFA officer or employee. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Neither OCFA nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor, except as set forth in this Agreement. Contractor, shall not maintain a permanent office or fixed business location at OCFA's offices. OCFA shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

5.4.2 Contractor shall not incur or have the power to incur any debt, obligation, or liability against OCFA, or bind OCFA in any manner.

5.4.3 No OCFA benefits shall be available to Contractor in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, OCFA shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. OCFA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing any Work or Services hereunder.

5.6 Employee Retirement System Eligibility Indemnification

5.6.1 [Reserved]

5.6.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by OCFA, including but not limited to eligibility to enroll in any employee retirement system as an employee of OCFA and entitlement to any contribution to be paid by OCFA for employer contribution and/or employee contributions for employee retirement system benefits.

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its

sole cost and expense, and in a form and content satisfactory to OCFA, all insurance required under this section. Contractor shall not commence any Services under this Agreement unless and until it has provided evidence satisfactory to OCFA that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to meet all requirements herein.

6.2 Types of Insurance Required. Without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

6.2.1 Professional Liability/Technology Errors and Omissions Insurance ("PLI"). Contractor shall obtain and maintain PLI insurance applicable to each licensed profession practiced by Contractor. Contractor shall maintain PLI insurance with per-claim and aggregate limits no lower than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate. Covered professional services shall specifically include all Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI Limits for the Services to be performed under this Agreement.

6.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

6.2.1.2 If the PLI policy of insurance is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Contractor shall immediately obtain replacement PLI coverage meeting the requirements of this Section 6.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Contractor during the time period during which any Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the OCFA.

6.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the

event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to OCFA, to ensure PLI coverage during the entire course of performing the Services.

6.2.1.4 Contractor shall not perform any Services at any time during which required types or amounts of PLI insurance are not in effect, and OCFA shall have no obligation to pay Contractor for Services performed while required PLI insurance is not in effect.

6.2.2 Automobile Liability Insurance. Contractor shall maintain, in full force and effect throughout the term of this Agreement, a policy of personal Automobile liability insurance in compliance with all statutory requirements applicable in the State of California.

6.3 Acceptability of Insurers. Each insurance policy required by this section shall be issued by a licensed company authorized to transact business by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the OCFA will accept workers' compensation insurance from the State Compensation Fund. In the event the OCFA determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to the OCFA, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the OCFA.

6.3.1 Contractor shall immediately replace any insurer whose A.M. Best rating drops below the levels specified herein with an insurer that meets the minimum requirements herein.

6.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the Contractor to add the following provisions to the insurance policies:

6.4.1 [Reserved]

6.4.2 Notice of Cancellation: Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice has been provided to the OCFA. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided by the insurer to OCFA shall be by not less than ten (10) days prior written notice. (A statement that notice will be provided "in accordance with

the policy terms" or words to that effect is inadequate to meet the requirements of this Section).

6.4.2.1 Pre-Payment of Policy Premium. If for any reason an insurer declines to issue an endorsement certifying that it will notify OCFA in accordance with section 6.4.2, Contractor shall either obtain insurance from another insurer who will provide the required notice endorsement or shall provide evidence satisfactory to OCFA that the entire policy premium for the full term of that policy has been pre-paid such that the risk of non-payment of premiums during the term of the policy has been eliminated.

6.4.3 ACORD Forms Will Not Be Accepted in Lieu of Endorsements. By executing this Agreement, Contractor certifies that it has – prior to execution of this Agreement - confirmed that its insurance company will issue each of the endorsements required by this Agreement. Contractor also certifies that it understands that "ACORD" Certificate of Liability Insurance forms will not be accepted in lieu of required endorsements.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the OCFA in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the OCFA in the OCFA's sole and absolute discretion.

6.6 [Reserved]

6.7 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required to be maintained by Contractor by this Section 6. Contractor shall promptly furnish, at OCFA's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents OCFA requires to verify coverage.

6.7.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the OCFA for written approval.

6.7.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

6.7.3 Renewal/Replacement Policies. At least fifteen (15) days prior to the expiration of any policy required by this Agreement, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the OCFA. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the OCFA

evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

6.8 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for losses of any type or amount.

6.9 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the OCFA to inform Contractor of any non-compliance with any of the insurance requirements set forth in this Agreement imposes no additional obligation on the OCFA nor does it waive any rights hereunder.

6.10 [Reserved]

6.11 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

6.11.1 Contractor shall provide immediate written notice to OCFA if (1) any of the insurance policies required herein are terminated, cancelled, suspended, or non-renewed (2) the limits of any of the insurance coverages required herein are reduced; (3) any required insurance coverage is reduced below the required minimum limits through claims or otherwise, or (4) the deductible or self-insured retention is increased.

6.11.2 All insurance coverage and limits required under this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the OCFA or its operations shall limit the application of such insurance coverage.

6.11.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the OCFA and approved in writing.

6.11.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein and Contractor agrees to reimburse

OCFA for any losses resulting from its failure to timely comply with the requirements of this Agreement.

6.11.5 [Reserved]

6.11.6 Contractor agrees to provide immediate written notice to OCFA of any claim, demand or loss arising out of the Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to an amount less than required by this Agreement.

7. RECORDS AND REPORTS

7.1 Reports

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.2 Records

Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Except as provided in Section 7.5, the Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from such records.

7.3 Ownership of Documents

Except as provided in Section 7.5, all drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of this Agreement shall be the property of OCFA and shall be delivered to OCFA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by OCFA of its full rights or ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents

All drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Confidential Materials

Notwithstanding anything to the contrary in this Agreement, the Contractor shall be the sole owner of Contractor's work papers and of any other documents, data or information which are required to be maintained confidential from OCFA by one or more rules of professional conduct governing the Contractor's profession(s) (collectively, the "Confidential Materials"). Neither the OCFA nor the Contract Officer shall have access to the Confidential Materials except as may otherwise be required by order issued by a court of competent jurisdiction.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver

No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of OCFA shall be deemed to waiver or render unnecessary OCFA's consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term

OCFA reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor, except that where termination is due to the fault of the Contractor and constitutes an immediate danger to health, safety and general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter.

Contractor may terminate this Agreement, with or without cause, upon thirty (30) days written notice to OCFA.

8.6 Termination for Default of Contractor

[Reserved]

8.7 Attorneys' Fees

[Reserved]

9. OCFA OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of OCFA Officers and Employees

No officer or employee of OCFA shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by OCFA or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. **MISCELLANEOUS PROVISIONS**

10.1 **Confidentiality**

Information obtained by Contractor in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Contractor for any purpose other than the performance of this Agreement without the written consent of OCFA.

10.2 **Notice**

Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

Orange County Fire Authority
Attention: Sara Kennedy
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Contractor:

Name
Attn:
Address

10.2 **Integrated Agreement**

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 **Amendment**

This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Sara Kennedy, CPPB
Purchasing Manager

“CONTRACTOR”

NAME

Date: _____

By: _____

Name
Title

EXHIBIT "A"
Scope of Services

A1. Airborne Mission Commander Position

A1.1 Position Overview

A1.1.1 As described in the "Standards for Aerial Supervision", as published by the National Wildfire Coordinating Group, "The Mission Commander coordinates incident airspace and manages incident air traffic. The Mission Commander is an airborne firefighter who coordinates, assigns, and evaluates the use of aerial resources in support of incident objectives. The Mission Commander is the link between ground personnel and incident aircraft. The Mission Commander must collaborate with ground personnel to develop and implement tactical and logistical missions on an incident. The Mission Commander must be proactive in communicating current and expected fire and weather conditions. The Mission Commander must provide candid feedback regarding the effectiveness of aviation operations and overall progress toward meeting incident objectives. The Mission Commander must also work with dispatch staff to coordinate the ordering, assignment, and release of incident aircraft in accordance with the needs of fire management and incident command personnel.

A1.1.2 On Initial Attack (IA) incidents (Type 4 and 5), the Mission Commander will size up, prioritize, and coordinate the response of aerial and ground resources until a qualified Incident Commander (IC) arrives. On complex incidents (Type 1, 2, or 3), the Mission Commander will coordinate and prioritize the use of aircraft between several divisions or groups while maintaining communications with operations personnel and aircraft bases (fixed- or rotor-wing).

A1.1.3 In the Incident Command System (ICS), the Mission Commander works for the IC on initial attack and the Operations Section Chief (OSC), Air Operations Branch Director, or operational designee on extended attack. The Mission Commander supervises the Leadplane Pilot (LPIL), Aerial Supervision Module (ASM), and the Helicopter Coordinator (HLCO) positions when activated. The Mission Commander may operate from an airplane or helicopter.

A1.1.4 Additional position duties are further outlined in Attachment "1" to this Exhibit "A".

A1.2 Position Requirements

At a minimum, Mission Commander must possess previously held fire chief officer status and possess and maintain wildland Incident Qualifications and Certification System (IQCS) qualifications for the position of Division Supervisor and/or Air Tactical Group Supervisor.

A.2 Airborne Mission Commander Responsibilities

A2.1 Incident Response

A2.1.1 The Mission Commander will respond as part of the aircrew with the aircraft to wildland and all-hazards incidents. The Mission Commander will perform the duties described above and contained within the “Standards for Aerial Supervision”, as published by the National Wildfire Coordinating Group, in coordination with the Primary or Secondary Contract Officer and/or third parties providing air operations services, as directed by OCFA. The Mission Commander must be available at the site of the aircraft.

A2.1.2 The Mission Commander will provide wildland fire subject matter expertise for pre-attack, initial attack, and extended attack functions. Pre-attack services include evaluation of staffing, familiarization with maps, identification of potential cooperators, and other readiness activities.

A2.1.3 As delegated by OCFA, the Mission Commander will ensure day to day contract compliance on assigned aircraft and is responsible for communicating any discrepancies or recommendations to the Primary and/or Secondary Contract Officer.

A2.2 Communications

A2.2.1 As required by OCFA, the Mission Commander may serve as the primary point-of-contract (POC) with the OCFA Emergency Command Center for daily status and dispatching to initial attack response.

A2.2.2 The Mission Commander is responsible for developing and delivering pre and post incident briefings and After Action Reviews (AAR) for the air crews. Pre-incident briefings may include weather updates, incident status, pending orders, and other information as may be necessary to ensure all crew members required to deploy are able to.

A2.2.3 The Mission Commander is responsible for inter cockpit Crew Resource Management (CRM) with OCFA and third party provider crews, as applicable, for the purpose of fostering cohesive team function during the execution of incident objectives.

A2.3 Deliverables

The Mission Commander will assist with the development of Incident Awareness and Assessment (IAA) deliverables for fire incidents. Deliverables may include maps, files for the Geographic Information Systems section, and infrared video, which will be provided to the incident. The Mission Commander will ensure the deliverables meet the specifications of what is required by the incident.

A2.4 Training

As requested by OCFA, provide informal and formal National Wildfire Coordinating Group (NWCG) wildland fire instruction. Informal training will be delivered during the course of the daily shift. Formal, classroom-style training will be scheduled and delivered outside the standard shift schedule.

A2.5 Additional Services

As requested by OCFA, Contractor shall make presentations, attend meetings, and provide briefings on program-specific information. Contractor will also provide on-call availability for remote oversight of agreed-upon aviation platforms at no charge, as requested by OCFA and agreed upon by both parties.

A2.5 Schedules

A2.5.1 Daily Shift. The daily shift is twelve (12) hours, and will be coordinated through the Primary or Secondary Contract Officer.

A2.5.2 Cal OES FIRIS. Contractor services will be utilized in the Cal OES FIRIS program, which operates from two locations. The operation located in Southern California will provide twenty-four (24) hour or twelve (12) hour availability. The operation located in Northern California will provide twenty-four (24) or twelve (12) hour availability. The Mission Commander must be available on site at the designated base of operations, or other location as directed, for the duration of the daily shift.

A2.5.3 Staffing Coordination. The Mission Commander is responsible for coordinating all contract aircrew availability to ensure staffing is sufficient to meet the respective daily twelve (12) hour or twenty-four (24) hour availability requirements. The Mission Commander must communicate schedules and proposed changes to schedules to the Primary or Secondary Contract Officer.

A3. Compensation

A3.1 Daily Rate

A3.1.1 Standard Shift. The daily rate for the standard twelve (12) hour shift is \$2,700 and includes, but is not limited to, all staffing coordination activities, Mission Commander duties, informal training provided during the shift, formal training, and full day support for additional services as requested by OCFA. Contractor is responsible for travel to and from the work location, food, and lodging. Hours worked totaling less than the daily rate will be compensated at one twelfth (1/12) the daily rate at two hundred twenty-five dollars (\$225) per hour.

A3.1.2 Holdover. In the event that holdover beyond the standard shift is required due to incident activity, services provided in excess of twelve (12) hours

on reimbursable incidents will be charged at two hundred twenty-five dollars (\$225) per hour. There will be no charge for services provided in excess of twelve (12) hours on non-reimbursable incidents.

A3.1.3 Additional Services. The rate for additional services including, but not limited to, remote oversight of aviation platforms, and attendance at meetings, presentations, and other similar events will be charged at two hundred twenty-five dollars (\$225) per hour.

A3.1.4 Travel Policy. Travel related to the provision of additional services must be approved in advance by OCFA. All approved travel-related expenses will be reimbursed and must be documented on the Travel Expense Form. The Travel Expense Form must be submitted to OCFA and be accompanied by itemized receipts for lodging, transportation, and meals. Meals will be reimbursed in the amount of fifteen dollars for breakfast, fifteen dollars for lunch, and thirty-five dollars for dinner with a maximum reimbursement of sixty-five dollars per day. Reimbursement for purchases of alcohol is prohibited.

A3.1.5 Travel Expense Form. A sample of the Travel Expense form follows below:



TRAVEL EXPENSE CLAIM REPORT

1 Fire Authority Road Irvine, CA 92602

(714) 573-6012

Please e-mail this form and receipts to Tim Perkins.

Email: timperkins@ocfa.org

Required fields are in blue. Other data entry cells are in yellow.

Date:

Name:

Purpose:

Mailing Address:

Travel Dates:

All **itemized** receipts are to be provided with travel expense forms.

1. Transportation:	Trans Exp.
Airline: (Attach booking itinerary with cost)	
Airport Parking Fee:	
Taxi, Uber, Lyft: (Attach receipt)	
Rental vehicle: (Attach receipt)	
Transportation Total	-

2. Lodging: <i>Provide detailed receipts</i>	Lodging Exp.
Lodging Total	-

3. Food/Meals: <i>Provide detailed receipts</i>				Meals Exp. (Max \$65.00/day)
Date	Breakfast (\$15 max)	Lunch (\$15 max)	Dinner (\$35 max)	
				-
				-
				-
				-
				-
Meals Total				-

4. Miscellaneous/Registrations/etc <i>Provide detailed receipts</i>	
Misc. Total	-
Total Expenses	-

Explanatory Notes

I certify the above were all actual and necessary expenses to attend and participate in this meeting.

Submitted by: (Travelers name & signature)

Approved by: (Signature)/Date:

Tim Perkins, Assistant Chief, Field Operations South

Attachment "1" to Exhibit "A"

**Orange County Fire Authority Mission Commanders
Statement of Work
California Office of Emergency Services
FIRIS Program**

The mission priority of the FIRIS program is to provide real-time information to First Responders on the ground and to provide them with situational awareness as they are enroute or engaged in any all-risk incident. As new technology is developed, Mission Commanders will assist Cal OES in all integration and use of any new applied technology to FIRIS. Not all applications for use of this aircraft and systems have been realized.

The position of Airborne Mission Commander (MC) is established for the purpose of staffing the California Governor's Office of Emergency Services (Cal OES) Fire Integrated Real-Time Intelligence System emergency response aircraft.

MC's use their discretion and exercise disciplined initiative when responding to emergency incidents in California. The MC is responsible for aircraft, crew, and airspace safety. The MC coordinates the use of remote sensing technology to collect data produced in a manner useful to tactical and strategic incident personnel.

All MC's are expert practitioners within the Incident Command System, they are familiar with interagency aviation standards of aerial supervision and practice the Intelligence Investigation role in the ICS chain of command.

The following are descriptions of experience and qualifications that are prerequisites of individuals who will serve as MC's:

- Must have been a Chief Officer for an agency or department which conducted emergency response operations utilizing the Incident Command System.
- Must have a thorough knowledge of FAA regulations and pilot/aircraft certifications.
- Must have thorough understanding of Interagency and mutual aid agreements.
- Must have significant experience in aviation operations to include ten (10) or more years as an airborne aerial supervisor.
- Must have thorough knowledge of fixed wing aircraft operations and flight manager experience.
- Must have knowledge of sophisticated remote sensing equipment, their use and limitations.
- Must have knowledge and programming skills in the operation of aviation radios.
- Must have been to an interagency sanctioned Crew Resource Management (CRM) training course and maintain currency.

The Mission Commanders will perform and be responsible for the following duties and responsibilities:

- Acting as the Cal OES Contracting Officers Authorized Representative to provide oversight and day-to-day management of the Cal OES Fire Integrated Real-Time Information System (FIRIS) contract requirements.
- Prepare daily diaries and mission summaries for the Cal OES FIRIS program on a biweekly or monthly schedule.
- Manage calendar and scheduling for the Mission Commander staffing of Cal OES FIRIS aircraft.
- Will represent and support Cal OES in any meetings, presentations or special projects when requested.
- Will support research and development of new techniques and technology for the Cal OES FIRIS program and will continue to maintain FIRIS program leadership and integrity.
- Cal OES will have final oversight of the MC's and reserves the right to provide operational control and priorities of FIRIS missions in its responsibility for the mutual aid system.

Deliverables:

FIRIS combines dedicated fixed-wing aircraft equipped with sensors capable of providing enhanced incident awareness and assessment, supercomputer-based fire prediction system, and situational awareness software into a single platform to support operational decision makers during incident response.

- Provide airborne incident awareness and assessment. Establish and rapidly distribute data during initial incident response. Provide Incident Awareness and Assessment (IAA) and real-time modeling to initial attack responders on all-hazard incidents.
- Improved decision-making support with real-time data and information. Help Incident Commanders and decision makers allocate resources, communicate with community members and support evacuation operations during initial incident response. Increase effectiveness of initial response on incidents to limit damage to values at risk and minimize exposure of first responders.
- Cal OES will have final oversight of the MC's and reserves the right to provide operational control and priorities of FIRIS missions in its responsibility for the mutual aid system.

Operational Success Conditions:

FIRIS is fully operational and integrated in California.

- Providing real-time intelligence (locations, perimeters, predictive models/projections, damage assessment, livestream/full-motion high-definition color & infra-red video, etc.) during the response phase (initial attack and extended attack).
- Providing a prediction model within 15 minutes of incident notification and location.

Rapidly updated predictions based on new information provided by field personnel, cameras, and aircraft.

- Providing a perimeter to response forces, emergency operations centers, and decision makers within 5 minutes of aircraft arriving on scene and additional perimeters every 15 minutes.
- Integrating all the information into a shared system that all responders can access.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 22, 2023

Agenda Item No. 3A
Discussion Calendar

**Approval of Memorandum of Understanding
Orange County Fire Authority Chief Officers Association**

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief
Human Resources Department

stephanieholloman@ocfa.org

714.573.6353

Lori Zeller, Deputy Chief
Administration & Support Bureau

lorizeller@ocfa.org

714.573.6020

Summary

This item is submitted for approval of a Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association (COA), with a term of July 1, 2023 through September 30, 2027.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve the proposed MOU between the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association for a term of July 1, 2023 through September 30, 2027.

Impact to Cities/County

Increases to OCFA salary costs result in increases to cash contract city charges. In general, for our cash contract cities, the cost of the proposed MOU represents an incremental increase of 0.22% in year one, 0.13% in year two, 0.14% in year three, and 0.16% in year four to cash contract city charges.

Fiscal Impact

Increased Cost Funded by Structural Fire Fund (over 4 ¼ years): \$2.24M

Increased Cost Funded by Cash Contract Cities (over 4 ¼ years): \$0.74M

The impact of the proposed MOU is the equivalent-cost of a 13.95% salary increase over 4 ¼ years.

Background

The Meyers-Milias-Brown Act provides for recognized employee organizations to meet with employers and represent public employees through the meet and confer process in matters relating to hours, wages and working conditions. Once agreement is reached, both parties jointly prepare a written MOU, which is presented to the governing body for approval.

Our negotiations with COA for this successor MOU began in April 2023, with the OCFA Board-appointed professional labor negotiator, Peter Brown/Liebert Cassidy Whitmore, serving as the Chief Negotiator. We are pleased to report that a Tentative Agreement (TA) was reached with

OCFAMA on May 25th. Voting by OCFAMA members, resulting in successful ratification of the proposed MOU, was completed on June 6, 2023.

A summary of the significant deal points in the proposed MOU include:

- Term: July 1, 2023, through September 30, 2027.
- Salary Increases: Base salaries are increased for all employees in the bargaining unit during the pay period that includes July 1 of each year, by 3.285% (2023), 2.25% (2024), 2.25% (2025), and 2.1% (2026). In addition, (1) EMT Bonus Pay is eliminated and instead merged with base salary; (2) the bottom of the minimum spread/salary range is corrected for the spread between Fire Captains to Battalion Chiefs (top end remains unchanged); and (3) flex time earned by Division Chiefs is capped at 160 hours with excess hours automatically paid out.
- Longevity Pay: A second tier of Longevity Pay is added at 6% upon commencement of their sixth year in a COA bargaining unit position (the pre-existing single tier of Longevity Pay is 3% upon commencement of their third year in a COA position).
- Educational Incentive: A tier of Educational Incentive is added at 10% for members who achieve a Master's degree (or specified Fire Executive Officer advanced-educational criteria, combined with a Bachelor's degree). This tier builds on the pre-existing tier of 7.5% for a Bachelor's degree.
- Duty Chief Compensation: The current Duty Chief compensation (Division Chiefs only), is increased by 1% in year one, 1% in year two, and ½% in year three (from 7.5% to 10%).
- Optional Benefit Plan & Tuition Reimbursement: Effective January 1, 2024, the annual cash allotment provided under the Optional Benefit Plan (OBP) is increased for Battalion Chiefs from \$1,900 to \$2,100 per year, per employee. OBP is a non-base-building cash allotment which can be taken as taxable cash or can be applied to offset the cost of employee insurance benefits. In addition, Tuition Reimbursement is increased from \$1,250 to \$2,000 per year, per employee.
- MOU Language Changes: Numerous miscellaneous language clean-up changes have been agreed upon by both parties.

Attachment(s)

Proposed redlined version of MOU between the Orange County Fire Authority and the COA.

(Note: The attachment has been posted on OCFA's website in compliance with the Board's seven day posting requirement for labor documents and is also on file in the Office of the Clerk.)

Tentative Agreement - June 12, 2023

MEMORANDUM OF UNDERSTANDING
RELATING TO EMPLOYEES IN THE FIRE MANAGEMENT REPRESENTATION
UNIT

~~2020-2023~~2023-2027

ORANGE COUNTY FIRE AUTHORITY

AND

ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION

FOR THE

FIRE MANAGEMENT UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association, as the Exclusively Recognized Employee Organization for the Fire Management Unit for the period beginning July 1, 202~~30~~³⁰, through ~~September June~~ September June 30, 202~~73~~⁷³. ~~Unless otherwise indicated herein, all provisions shall become effective July 1, 2020.~~

IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Fire Authority Chief Officers Association (OCFACOA) and approved by the Orange County Fire Authority Board of Directors.

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DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

ASSOCIATION shall mean the Orange County Fire Authority Chief Officers Association (OCFACOA).

AUTHORITY shall mean the Orange County Fire Authority (OCFA). The Authority is a joint powers agency that was created to discharge the functions of the Orange County Fire Department and which—effective March 1, 1995—became a successor organization to the Orange County Fire Department.

BASE RATE OF PAY shall mean an employee's hourly rate of pay as determined by where they are in the employee's range.

BOARD shall mean Board of Directors of the Authority.

BOARD OF RETIREMENT shall mean the Board of Retirement of the Orange County Employees Retirement System (OCERS).

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge, or retirement. An authorized unpaid leave of absence shall not constitute a break in continuous service. For those employees who transitioned from the County of Orange to Authority employment prior to September 1, 1995, continuous service shall include prior continuous service with the County of Orange.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DEPARTMENT shall mean a Department within the Authority such as Business Services, Operations, Fire Prevention, and Support Services.

DEPARTMENT HEAD shall mean an executive manager of the Authority who is responsible for a department within the Authority (for example, Deputy Chief, Assistant Chief or Director).

DESIGNATED STAFF POSITION shall mean all staff employees assigned to a forty (40) hour workweek as a Fire Battalion Chief under a staff assignment and also include the three shift (fifty-six hour average workweek) Fire Battalion Chiefs regularly assigned to the Emergency Command Center (ECC). With the exception of the three shift Fire Battalion Chiefs regularly assigned to the ECC positions, all other employees assigned to a fifty-six hour average workweek are not included in the definition of designated staff position.

DUTY WEEK shall mean a fifty-six (56) hour average duty workweek.

ELIGIBLE FORMER EMPLOYEE means an employee who meets the coverage and participation requirements set forth in the Retiree Medical Plan at the time of his/her/their termination of employment with the Authority.

ELIGIBLE RETIREE means a retiree who is receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS), who meets the coverage and

participation requirements set forth the Retiree Medical Plan, and whose coverage has not been terminated under the Retiree Medical Plan.

EMERGENCY means an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, or a pressing necessity.

EMPLOYEE shall mean a person employed by the Authority and covered by terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

FIRE CHIEF shall mean the person who is the principal officer or employee of the Authority.

FIRE MANAGEMENT UNIT shall mean positions designated under the Fire Management Unit as specified in Appendix A.

FISCAL YEAR shall mean a period from July 1 through June 30.

FLSA – shall mean the Fair Labor Standards Act.

FLSA Work Period – shall mean the 14 day period for staff employees (which overlaps the pay period) as described by the FLSA for fire protection employees and the 24 day period for shift employees used to determine the period used to measure hours worked by the Fire Authority in the applicable 48/96 work schedule. Although employees in this unit are overtime exempt under FLSA, the Authority still uses a work period per Section 7(k) of the FLSA in calculating their hours worked.

FULL-TIME EMPLOYEE shall mean a regular, limited-term or probationary employee who, upon hire or starting in the position, is reasonably expected to average thirty (30) or more hours of service per week [i.e. one hundred thirty (130) hours per month].

HUMAN RESOURCES DIRECTOR shall mean the Assistant Chief/Human Resources Director or his/her/their designee.

IMMEDIATE FAMILY MEMBER shall mean spouse, registered domestic partner, parent, parent-in-law, stepparent, sibling, child, stepchild, grandparent, grandchild, step grandchild or dependent child or adult for whom the employee is the legal guardian.

LIGHT DUTY ASSIGNMENT shall mean an assignment of duties, not normally performed by an employee's classification, but necessitated by the employee's injury or illness.

LIMITED-TERM POSITION shall mean a position, which the Authority has determined has no anticipated long-range funding or has uncertain future funding.

MOU shall mean Memorandum of Understanding.

OCFA shall mean the Orange County Fire Authority.

OCFACOA shall mean the Orange County Fire Authority Chief Officers Association.

PART-TIME EMPLOYEE shall mean a regular, limited-term, or probationary employee who, upon hire or starting in the position, is reasonably expected to average at least twenty (20) hours of service per week.

PAY PERIOD is the regularly recurring two week period over which employee's time is recorded and paid. The payday for employees in the unit has historically been eight (8) days after the end of the pay period. To ensure that there is enough time to adequately process payroll, effective in the month of March 2024, the payday will be moved. For one transition pay period, the pay period that is regularly scheduled for payment on March 29, 2024, will be moved to April 2, 2024. Effective for all subsequent pay periods, the payday will be moved to fifteen (15) days after the end of each pay period. Employees will still be paid every two weeks, but beginning on April 12, 2024, the payday will be moved to April 19, 2024, and from thereafter, payday will be two weeks later as has always been.

PERSONAL EMERGENCY shall mean an unforeseen event or circumstance of a serious nature, which is beyond an employee's control and which necessitates the employee's absence from Authority duty. This includes, but is not limited to, those events and circumstances requiring the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his/her/their household.

PRACTICABLE means economically feasible or reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least higher than the maximum rate of the old salary range.

RATING YEAR shall mean that time period considered in the preparation of annual performance evaluations under the Annual Merit Review Program.

REDUCTION shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum step of the new salary range is lower than the maximum rate of the old salary range.

REEMPLOYED EMPLOYEE shall mean an employee who is hired back by the Authority in accordance with the eligibility requirements identified in the OCFA Selection Rules and Appeals Procedure.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee unless the context herein indicates otherwise.

SERVICE for the purpose of determining benefits under the Retiree Medical Insurance Grant shall mean service for the Authority and shall include service for the County of Orange, if the employee/retiree transitioned directly from County employment to Authority employment and has been continuously employed by the Authority from March 1, 1995, until retirement.

SHIFT EMPLOYEE shall mean an employee assigned to a fifty-six (56) hour average duty work week as a Fire Battalion Chief. For such employees, their regular shift is 24 hours.

SOP shall mean Standard Operating Procedure.

STAFF EMPLOYEE shall mean an employee normally assigned to a forty (40) hour workweek as a Fire Battalion Chief under a staff assignment.

ARTICLE I

WORK HOURS, OVERTIME, AND PREMIUM PAY

Section 1. Work Hours

A. The Work Period and Hours Regularly Assigned Per Calendar Week and Pay Period.

1. Battalion Chiefs Assigned to Shift Duty Work

Battalion Chiefs assigned to shift duty work (the 56 hour average workweek) shall be based on a three (3) platoon schedule. The work period is a twenty-four (24) day FLSA work period in accordance with Section 7(k) of the FLSA. Notwithstanding the FLSA work period, all employees in this unit qualify as exempt from overtime as provided by the FLSA. Any overtime provided in this MOU is per this MOU, not the FLSA.

2. Employees Not Assigned to the 56 Hour Average Workweek – Staff Employees

The workweek for employees (Battalion Chiefs and Division Chiefs) who are not assigned to the average of 56 hour workweek shall be 40 hours per week. The work period for such employees shall be fourteen (14) calendar days in accordance with Section 7(k) of the FLSA. These employees shall be entitled to two (2) regularly scheduled consecutive calendar days off. The FLSA work period shall run concurrently with the pay period.

The Authority agrees to give these employees a seven (7) calendar day advance notice of a shift change whenever practicable.

B. 48/96 Work Schedule For Employees Assigned to the Average 56 Hour Workweek

All employees assigned to the average of a 56 hour workweek are assigned to the 48/96 work schedule – two shifts on followed by four shifts off. If the shift schedule for particular calendar year shows that the same shift would be scheduled to work on December 24 and 25th, the Association will advise the Authority how it wants the shifts changed prior to printing of the shift calendar for that year which typically occurs in November. The change will be accommodated as long as shifts being changed are in the same 24-day FLSA work period, do not cause one shift to work three shifts in a row and do not go into the next calendar year.

C. 9/80 or 4/10 Work Schedules for Employees Assigned to Staff Positions

1. Based on operational needs, the Authority shall determine which staff positions are eligible to work a 4/10 work schedule. Otherwise the work schedule shall be a 9/80 work schedule.

2. If a position is eligible to work a 4/10 work schedule, the employee occupying the position will be given the option to select the 4/10 work schedule or remain on his/her/their current 9/80 work schedule.
3. Both parties agree that the Authority retains the right to terminate the 4/10 work schedule at any time based on operational needs. If that occurs, the employee will begin working a 9/80 work schedule.
4. Both parties agree that the Authority retains the right to selectively terminate an employee's 4/10 work schedule, if the Authority determines employee is not performing to expected standards and a 9/80 work schedule is warranted.

D. Work Schedule While Attending Training as a Student

1. Shift employees who attend approved training within Orange County, ~~or~~ within fifty (50) miles ~~reasonable travel distance~~ of Orange County or if the training is virtual (i.e., taught or attended from a computer), on their normal duty day, shall receive their normal pay. They are expected to return to their duty station after class or arrange for time off, in advance, through normal procedure. The Authority will backfill for the employee for the period of training plus ~~reasonable~~ travel time. The Authority will make reasonable effort to release an employee who wishes to use his/her/their own compensated time off rather than return to duty.
2. Shift employees who attend approved training within Orange County, or within fifty (50) miles ~~reasonable travel distance~~ of Orange County, on their assigned off-duty day, shall be compensated for actual classroom time.
3. Staff employees attending approved training shall be considered on-duty and will be compensated at one and one-half (1.5) times the employee's base hourly rate for any time worked in excess of their normal duty hours.
4. When an employee is attending approved training that is not within Orange County, or within fifty (50) miles ~~a reasonable travel distance~~ of Orange County for a period of time consisting of four (4) or less consecutive calendar days, the employee's normally assigned fifty-six (56) hour shift shall remain the same. On employee's assigned off-duty day, they shall be compensated for actual class time plus reasonable travel time.
5. When an employee is attending approved training that is not within Orange County, or within fifty (50) miles ~~reasonable travel distance~~ of Orange County for a period of time consisting of five (5) or more consecutive calendar days, the employee will be reassigned to a forty (40) hour workweek for the duration of the training. The Authority shall ensure that there is no loss of hours or compensation from the employee's normal salary due to the change from a fifty-six (56) hour average duty week to a forty (40) hour workweek. On employee's assigned off-duty day, they shall be compensated for actual class time plus reasonable travel time.
6. Employees will be granted mileage reimbursement for either in-county or out-of-county training, as per the Authority's mileage reimbursement policy, when an Authority vehicle is not available. When applicable, the cost of air

travel to the same location will determine the amount to be reimbursed (instead of mileage) at the discretion of the Authority.

Section 2. Treatment of Salary and Benefits for Employees Assigned to Staff Positions and Fire Division Chiefs

Employees assigned to staff positions and Fire Division Chiefs shall receive compensation at a biweekly rate within the range assigned to the class in which they are employed. Computation for salary, vacation, sick leave, specialty pay, and retirement benefits shall be based upon eighty (80) hours per 14-day FLSA work period. Employees assigned to staff positions or Fire Division Chief for less than a full work period shall have their computation of salary and benefits prorated.

Section 3. Treatment of Salary and Benefits for Employees Assigned to a Shift Duty Week

- A. A Battalion Chief assigned to a shift duty week shall be compensated at the equivalent of an average fifty-six (56) hour duty week for all salary and benefits described within this MOU. Computations for salary, vacation, sick leave, premium pay, overtime pay, retirement benefits, and specialty pay shall be based upon the average weekly hours of fifty-six (56) hours per week.
- B. During major emergencies, all activities related to the emergency are considered to be suppression assignments for both shift employees and forty (40) hour workweek employees, except that duties performed by forty (40) hour workweek personnel during their regularly assigned hours will be compensated at the employee's regular hourly rate.

Section 4. Overtime

- A. Employees in this unit can be required to work overtime. Every effort will be made to provide advance notice when possible.
- B. Payment for Overtime
 - 1. Overtime for all Division Chiefs and staff Battalion Chiefs assigned to a forty (40) hour workweek (who are subject to the 14-day FLSA work period) shall be compensated at time and one half (1.5). Shift employees assigned to a fifty-six (56) hour average duty week (who are subject to the 24-day FLSA work period) shall be compensated at the fifty-six (56) hour average duty week equivalent. All the overtime is paid in accordance with this MOU, not the FLSA as these employees qualify as exempt from overtime per the FLSA. To the extent that travel time related to an overtime event is compensable, it shall be paid as overtime.
 - 2. For Shift Battalion Chiefs, fringe benefits, merit eligibility dates, and probation periods shall be calculated on the basis of a fifty-six (56) hour average duty week. Overtime outside the basic fifty-six (56) hour average duty week shall not be used to earn benefits or to count toward probation or merit increase periods.

3. When a shift Battalion Chief is assigned on his/her/their scheduled day off to work a non-shift overtime assignment, the overtime rate for that non-shift overtime assignment shall be as provided for forty (40) hour workweek employees. Such overtime shall not be used to earn benefits or to count toward probation or merit increase periods.

Section 5. On-Call Pay and Call-Back Pay

A. On-Call Pay

1. When an employee is assigned on-call duty, as directed by the Assistant Chief of Operations or his/her/their designee, the employee shall be informed in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) his/her/their base rate of pay rate for such assignment. When called back, employees shall not receive on-call pay during the hours called back.
2. On-call duty requires the employee so assigned to (1) be reachable by telephone or other communications device, (2) be able to report to work in a reasonable time, and (3) refrain from activities that might impair his/her/their ability to perform assigned duties.
3. When an employee has been placed on-call on his/her/their scheduled day off because he/shethey areis required to be a witness in a matter directly related to his/her/their assigned duties as an Authority employee or as an employee for a fire agency that was transitioned into the Authority and such employee is not a party to the litigation, the employee shall be compensated at one-fourth (1/4) of his/her/their base hourly rate.

B. Call-Back Pay

1. When a shift employee returns to work because of an Authority request made after the employee has completed his/her/their normal work shift and left the work station, the employee shall be paid a minimum of five and six-tenths (5.6) hours plus any hours of work in excess of five and six-tenths (5.6) hours in which the employee continuously engaged in work for which he/shethey werewas called back.
2. When a staff Battalion Chief or Fire Division Chief returns to work because of an Authority request made after the employee has completed his/her/their normal work shift and left the work station, the employee shall be paid a minimum of four (4) hours plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he/shethey werewas called back.
3. When a shift employee returns to work as provided above, and such return occurs two (2) hours or less before the established starting time of the employee's next shift, he/shethey shall be compensated for two and eight-tenths (2.8) hours.

4. When a staff employee returns to work as provided above, and such return occurs two (2) hours or less before the established starting time of the employee's next shift, he/shethey shall be compensated for two (2) hours.
5. Call-back for staff employees shall be paid at time and one half, except that call-back to perform suppression activities shall be paid at the 56 hour rate – the employee's staff rate divided by 1.4.

Section 6. Rest Period from Strike Teams or Overhead Out-of-County Assignments

A. An employee traveling greater than eight (8) hours on a return trip from an out-of-county assignment, and scheduled to work that same day, will not be required to work the remainder of the shift, to allow for an appropriate rest period before returning to his/her next assigned shift. The employee shall be compensated for the remainder of the shift. Personnel assigned to strike teams or overhead assignments for a minimum of 120 consecutive hours, shall be released from duty upon the disbanding of their assigned strike team or assignment as defined below.

1. If an employee returns from a strike team or overhead assignment (which was a minimum of 120 consecutive hours) during their shift, they shall be released from duty for the remainder of the 24-hour shift and will receive full compensation for the remainder of that 24-hour shift. If the remainder of this 24-hour shift for which the employee is being released from duty is the first 24-hours of a 48-hour duty assignment, then the employee is expected to return to duty for the second 24-hour shift of their 48-hour duty assignment, unless otherwise indicated in A.2 below.
2. If an employee returns from a strike team or overhead assignment (which was a minimum of 120 consecutive hours) and they return between 2000 hours and 0800 hours (even if rested on a bus, plane or train), they shall be released from duty for twelve (12) hours and will be paid for any hours they were scheduled to work. This minimum twelve (12) hours rest period applies whether the returning employee returns during their shift, or not during their shift.

Section 7. Flex Time

A. ~~Division Chiefs and~~ Staff Fire Battalion Chiefs

These employees will accumulate flex time for additional hours worked in the performance of normal work assignments (attending meetings, teaching after normal business hours or attending to OCFA business on days not normal scheduled to work. These additional work hours shall be compensated in Flex Hours at 1.5 times the hours worked. There is no limit on the amount of flex hours that can be accumulated. These hours can be used at the employee's discretion for time off. Flex hours have no cash value and cannot be cashed out at any time, including at separation. This provision is not applicable to hours worked in a suppression capacity, during emergency incidents, or during the employee's lunch hour.

B. ~~Division Chiefs~~

These employees will accumulate flex time for additional hours worked in the performance of normal work assignments (attending meetings, teaching after normal business hours, or attending to OCFA business on days not normally scheduled to work). These additional work hours shall be compensated in Flex Hours at 1.5 times the hours worked.

Effective July 1, 2023, employees shall maintain their existing Flex Hours in a bank called the "Prior Flex Bank". Any Flex Hours earned after July 1, 2023 shall be earned in a bank called "Current Flex Bank".

The maximum number of Flex Hours that can be accumulated in the Current Flex Bank is 160 hours. Once an employee has 160 Flex Hours in their Current Flex Bank, they will be compensated at 1.5 times their base rate of pay for each of these hours worked.

Employees can use hours from both their Prior Flex Bank and Current Flex Bank at the employee's discretion for time off. Flex hours have no cash value and cannot be cashed out at any time, including at separation.

An employee cannot receive Flex Hours for hours worked in a suppression capacity, during emergency incidents, or during the employee's lunch hour.

Effective July 1, 2023, Battalion Chiefs who promote to Division Chief with a balance of Flex Hours will maintain those in their Prior Flex Bank. Once promoted, Flex Hours will be accrued into the Current Flex Bank with a maximum accrual of 160 hours. Once an employee has 160 Flex Hours in their bank, they will be compensated at 1.5 times base rate of pay for each of these hours worked.

B-C. Shift Fire Battalion Chiefs

For these employees, when working outside of their regular shift on non-suppression hours (attending meetings or for OCFA business on days not normally scheduled to work) they may elect to receive non-suppression overtime pay or flex time hours. The overtime will be paid at time and one half or the flex time hours will be calculated at two times the number of hours worked. If flex time is requested, there shall be no limit on the amount of hours accumulated. These hours can be used at the employee's discretion for time off. Flex hours have no cash value and cannot be cashed out at any time, including at separation. This provision is not applicable to hours worked in a suppression capacity or during emergency incidents.

E-D. Flex time accumulation and use will be documented on each employee's time slip or in the OCFA Staffing System and subject to the approval of the employee's supervisor.

ARTICLE II

PAY PRACTICES

Section 1. Compensation for Employees

- A. Employees shall receive compensation on a salary basis at the biweekly rate for the range and step assigned to the class in which they are employed.
- B. Employees who are absent ~~from~~ work for less than a day shall be required to use applicable accrued leave to cover the absence.

Section 2. Pay for New Employees

- A. The Human Resources Director may authorize the appointment of employees at any rate up to the mid-point of the salary range. Such appointment may be made only when, at the discretion of the Human Resources Director, there is a direct and measurable benefit to the Authority for such appointment.
- B. The Fire Chief may authorize the appointment of employees at any rate within the salary range. Such appointment may be made only when, at the discretion of the Fire Chief, there is a direct and measurable benefit to the Authority for such appointment.

Section 3. Annual Merit Review Program

- A. The Annual Merit Review Program establishes the award of performance salary increases to eligible employees until they reach the top of the range for their classification. The Annual Merit Review Program shall be administered as follows:
 - 1. Merit increase eligibility dates shall be the first of the pay period following the completion of fifty-two (52) weeks from the last merit increase eligibility date. This assumes the employee is working in the same classification. If the employee receives a promotion, a new merit eligibility date (which requires a new 52 weeks to be eligible for a merit increase) will be established. For example, if an employee received a merit increase or was promoted on Friday October 9, ~~2020~~, the employee would be eligible for a merit increase on Friday, October 8, of the following year 2021.
 - 2. Employees may be rated "Substandard," "Standard," or "Above Standard."
 - 3. Performance salary increases shall be awarded as follows:

Rating	Performance Salary Increase
Substandard	None
Standard	2.75% increase but not to exceed the top of the salary range
Above Standard	5.5% increase but not to exceed the top of the salary range

B. Eligibility for Annual Merit Review Program

An employee hired or promoted into a classification in this Unit shall be eligible to receive a performance salary increase at the completion of ~~his/her~~their first performance rating year period of employment or promotion and each year thereafter.

Section 4. Salary on Promotion

~~A. Employees promoting into the Fire Management Unit classification of Battalion Chief shall be assigned to the bottom of the salary range for Battalion Chief.~~

~~B. Employees promoting into the Fire Management Unit classification of Division Chief shall be assigned to the single salary for Division Chief.~~

~~A. Except as modified by Section 4.B of this Article, an employee who is promoted shall receive the following:~~

~~For employees promoting into a Fire Management Unit classification, the greater of either a five and five-tenths percent (5.5%) increase over the salary received prior to the promotion or seventeen and five-tenths percent (17.5%) higher than the biweekly base salary assigned to the top step of the salary range for a Fire Captain. Salary shall include base salary, Staff Assignment Pay and all qualified specialty pays received prior to the promotion. Qualified specialty pays are those pays which are not offered to classifications in this bargaining unit including but not limited to the following; Hazmat Pay, Paramedic Pay, USAR, Tech Truck Pay, and the difference between the EMT Pay received prior to promotion, compared to the EMT Pay that will be received after promotion~~

~~For employee's promoting from Battalion Chief to Division Chief, the employee's new rate of pay will be calculated using the employee's base rate (which includes staff assignment pay) whether currently in a staff position or having previously served in a staff position for at least one year.~~

~~B. Any other provision of this MOU notwithstanding, an employee who is promoted to Fire Division Chief may receive a salary increase of up to fifteen percent (15%) when authorized by the Fire Chief upon recommendation of the Human Resources Director.~~

Section 5. Salary on Reduction

- A. Disciplinary Reductions— When a Division Chief is demoted the employee’s salary shall be reduced to the top of the salary range assigned to the lower class:
- B. Non-Disciplinary Reductions
 - 1. When a regular or limited-term employee in good standing is reduced to a position in a lower class for non-disciplinary reasons, the employee shall receive top of the salary range assigned to the lower class.
 - 2. When a probationary employee, an employee who has been on a temporary promotion, or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class not previously occupied by the employee, the employee’s salary shall be determined by the Human Resources Director.
- C. When a promotional probationary employee is reduced to a class the employee occupied in good standing, the employee shall have the salary status he/shethey would have achieved if the employee had remained in the lower class throughout the period of his/hertheir service in the higher class.

Section 6. Salary on Reemployment

- A. A person who is reemployed in a Fire Management Unit classification in which he/shethey held regular status and who was separated in good standing may, upon approval of the Human Resources Director or his/hertheir designee, be appointed at a rate higher than the recruiting rate—but no higher than the rate the person received at the time of separation unless the appointment is at an advanced rate pursuant to Section 2.B of this Article.
- B. A former Fire Management Unit employee on paid retirement of the Authority may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

ARTICLE III

EMPLOYEE PROVISIONS

Section 1. Employee Rights

Employees shall not be adversely impacted by the Authority for exercising any rights or benefits provided in this MOU.

Section 2. Time Off for Selection Procedures

With the approval of the Fire Chief, an employee shall be entitled to necessary time off with pay to participate in examinations, and interviews required by the Human Resources Director during working hours for the purpose of determining eligibility for movement to another class in the Authority service.

Section 3. Probation

A. New Probation

1. Full-Time Employee

A new or reemployed employee—who has been out of Authority service for more than two (2) years in a regular or limited-term position—shall be subject to a fifty-two week probationary period. For example, if an employee was hired on Friday October 9, ~~2020~~, his/her/their probationary period ends at 11:59 p.m. on Thursday October 8 of the following year~~7, 2021~~.

B. Promotional Probation

1. An employee who is promoted shall be placed on promotional probation except as provided in Section 3.B.2 and 3.B.3 of this Article. A full-time employee shall be subject to a fifty-two (52) week promotional probationary period. For example, if an employee was promoted on Friday October 9, ~~2020~~, his/her/their probationary period ends at 11:59 p.m. on Thursday October 8 of the following year~~7, 2021~~.

2. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that classification.

3. Notwithstanding any other provision of this MOU, when an employee who has been on temporary promotion to a Fire Management Unit classification is promoted to that same classification without returning to his/her/their former class, the time served in the temporary promotion shall be credited towards the promotional probationary period.

C. Failure of Probation

1. New Probation

- a. An employee on new probation may be released from service at any time without right of appeal or hearing.

2. Promotional Probation

- a. An employee on promotional probation may be rejected at any time without right of appeal or hearing
- b. When an employee fails his/her/their promotional probation, the employee shall have the right to return to his/her/their former class.
- c. When an employee is returned to his/her/their former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class.
- d. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

D. General Provisions

- 1. When the Fire Chief or his/her/their representative passes an employee on probation, that determination shall be based upon a written performance evaluation and, when practicable, shall be discussed with the employee.

E. Extension of Probation Periods

- 1. An employee who is out for fifteen (15) calendar days or more due to an Official Leave, a military leave of absence, the imposition of a suspension, or the granting of a light duty assignment to an employee during his/her/their probation period shall have the probation period extended by the length of the leave of absence beyond fifteen (15) days.
- 2. Upon the recommendation of an/the Assistant Chief/Department Head or his/her/their designee or at the request of the employee with the concurrence of an/the Assistant Chief/Department Head or his/her/their designee, the probationary period of an employee may be extended for a period not to exceed one hundred eighty (180) calendar days. If probation is extended, the employee will be notified in writing and before the initial probation period ends.

Section 4. Performance Evaluation

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair and equitable evaluation of the quantity and

quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all employees. Performance evaluations will occur at least once each year. In addition for employees on probationary status, performance evaluations will occur at least once near the middle of the probationary period.

- B. The Authority shall discuss with the employee the specific ratings—prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. The employee shall have thirty (30) days to attach a response to the evaluation.

Section 5. Shift Exchange Policy

- A. Time exchanges may be voluntarily undertaken between two (2) employees upon approval of the employees' immediate supervisors prior to such exchange of time.
- B. Responsibility for arrangement for the repayment of such time rests with the employees involved.
- C. No obligation shall be placed upon the Authority for repayment of time voluntarily traded or repaid between employees.

Section 6. Seniority

- A. Seniority for employees promoting from the classification of Fire Captain to Fire Battalion Chief will be determined by their date of promotion to Fire Battalion Chief. Tiebreakers will be determined by the following:
 - 1. Primary tie breakers will be determined by final ranking on the Fire Battalion Chief eligibility list.
 - 2. Secondary tiebreakers will be determined by date of full-time employment with the OCFA.
- B. Seniority for employees promoting from the classification of Fire Battalion Chief to Division Chief will be determined by their date of promotion to Division Chief tiebreakers will be determined by date of full-time employment with the OCFA.
- C. Seniority for positions transitioning from another public fire service agency into the COA will be in accordance with Appendix B - Transition of Employment Agreement COA and OCFA Side Letter.
- D. The COA and OCFA understand and agree that this provision is not for purposes of a seniority bid process.

E. An updated seniority list will be distributed by the Human Resources Department to the COA Board of Directors as follows: (1) annually in November, (2) as soon as possible following the transition of a new agency to the Authority, and (3) upon the promotion of new Fire Battalion Chiefs and/or Division Chiefs.

Section 76. Tobacco Products

All employees who were hired into OCFA's Firefighter Unit after September 1, 2016, and who are subsequently promoted into the Chief Officers Association after July 1, 2020, are not permitted to use tobacco products on duty.

ARTICLE IV

EMPLOYMENT PROVISIONS

Section 1. Temporary Promotion

- A. A Battalion Chief who is assigned on a temporary basis as a Division Chief or a Division Chief who is temporarily assigned as an Assistant Chief shall be promoted on a temporary basis provided ~~he/she~~they meets the qualifications of the position—when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours (subject to waiver by the Fire Authority) of work. The employee may request to ~~be~~-not be so assigned. In such a case, the temporary promotion will end within five (5) working days.
- B. A regular or probationary employee who was not at the top of their salary range upon temporary promotion or limited-term promotion at the direction of the Fire Chief shall have the same merit increase eligibility date they would have had if the employee had remained in the lower class. If the employee is granted a merit increase in the lower class, their promotional rate of pay shall be adjusted in accordance with Article II, Section 4.

Section 2. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except those contained in the LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the Fire Chief shall become a limited-term regular employee.
- C. Limited-term employees hired under programs that involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived with the approval of the Human Resources Director. Limited-term employees not hired under programs that involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll, except as provided in Section 2.E. of this Article.
- E. Regular employees who transfer, promote, or reduce to limited-term positions at the direction of the Fire Chief shall retain their former status

and retain their layoff benefits in their former layoff unit. The Fire Chief shall make such an order in writing prior to the date of transfer or promotion or reduction.

Section 3. Reemployment of Employees on Disability Retirement

- A. The Authority shall counsel and advise employees retired for disability about reemployment opportunities with the Authority.
- B. Employees retired for physical disability who, within two (2) years from date of retirement or date their disability retirement is discontinued, request and meet the minimum qualifications ~~qualify~~ for positions in the Authority service shall be placed on the eligibility list with respect to such positions. They shall be placed on such List in chronological order of retirement, following the last person on layoff status. They shall remain on such List for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:
 - 1. A person appointed to a regular position in the Authority service shall be removed from the List.
 - 2. A person who, on two (2) separate occasions, rejects or fails to respond within three (3) workdays to offers of employment in a class for which he/shethey areis qualified shall be removed from the List.
 - 3. A person who, on three (3) separate occasions, declines referral for interviews in a class for which he/shethey areis qualified shall be removed from the List.

Section 4. Reemployment of Regular Employee

A regular employee who leaves Authority employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Authority Leave for such period of time.

Section 5. Employees Transitioned From Other Agencies

Except as otherwise modified in this MOU, the Authority shall hire employees being transitioned to the Authority in accordance with the terms and conditions of the previously negotiated Agreement (Appendix B). The Authority agrees that during the term of this MOU, it shall meet and confer with the Association on the impact of any provisions deemed necessary to modify with the addition of any particular agency.

Section 6. Non-Discrimination Clause

The Authority and the Association agree that neither of them shall discriminate against any employee because of any legally recognized protected classes addressed by state and/or federal law or for participating in or refusal to participate in protected, concerted Union activities.

Section 7. ~~Assignment of Staff Fire Battalion Chiefs with Staff Assignments or Staff Responsibilities to Fire Prevention~~

A. ~~Assignment of Staff Fire Battalion Chiefs to Fire Prevention:~~

A current staff Fire Battalion Chief position assigned to Fire Prevention shall be filled by either 1) a Fire Battalion Chief who possesses the knowledge, skills, and ability to perform the functions of the position and who meets the minimum qualifications set forth in a classification specification for the position; or 2) by a civilian (non-OCFACOA) employee who possesses the knowledge, skills, and ability to perform the functions of the position or who meets the minimum qualifications set forth in a classification specification for the position. When the position is filled by a Fire Battalion Chief, that position shall be represented by the OCFACOA. When the position is filled by a civilian employee, that position shall be represented by the Orange County Fire Authority Management Association OCFAMA.

When filling a vacancy in the above position, first consideration shall be given to an existing Fire Battalion Chief, or a Fire Battalion Chief candidate who is on a current Fire Battalion Chief promotional eligible list, recognizing that final determination on filling the position in Inspection Services with a Fire Battalion Chief or civilian employee is a management right based upon the needs and position compatibility/suitability.

A classification specification shall be maintained for the position of Fire Marshal (Inspection Services) that shall specify the knowledge, skills, and abilities and minimum qualifications necessary to perform the functions of the position. When modifications are made to the classification specification, the OCFA shall provide the OCFACOA with opportunity for review and input prior to such modifications.

B. ~~Additional Staff Assignments for Battalion Chiefs:~~

In addition to the identified position listed above, the parties agree that the following list of staff positions shall be filled/held by a Fire Battalion Chief, and shall be eligible for Staff Assignment Pay pursuant to Article XXII, Section 3.C:

- Emergency Medical Services
- Training and Safety
- Training, ~~and Safety~~/Recruitments, ~~and~~ /Promotions
- Air Operations
- Investigations
- Wildland ~~Operations~~Pre-Fire Management
- ~~Emergency Command Center (three positions)~~
- ~~Training Academy~~
- ~~Urban Search and Rescue (USAR)~~

C. ~~Field Battalion Chiefs with Staff Responsibilities:~~

Distinctly separate from the Staff Assignment positions listed above, the parties agree that three Field Battalion Chief positions have been assigned staff responsibilities for three specialized programs, including:

- Technical Rescue Truck (TRT)
- Hazardous Materials
- Aircraft Rescue Fire Fighting (ARFF)

In recognition of these additional staff responsibilities, the time served in these three (3) Field Battalion Chief positions will count towards two-year rotations for service in staff assignments.

Additionally, the three (3) Field Battalion Chief positions will be provided with staff vehicles from within OCFA's existing fleet, with one vehicle to be delivered per fiscal year (one delivered by June 30, 2023, one during/no later than FY 23/24, and one during/no later than FY 24/25).

Although these three (3) Field Battalion Chief positions have been assigned additional staff responsibilities, they are not recognized as "Designated Staff Positions" or "Staff Employees" and shall not be eligible for Staff Assignment Pay pursuant to Article XXII, Section 3.C.

ARTICLE V

LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave—shall be in accordance with the following schedules:

Staff Battalion Chiefs (Except the BCs Assigned to a 56-hour workweek in the Emergency Command Center) and Fire Division Chiefs

YEARS OF COMPLETED CONTINUOUS SERVICE	HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
From date of employment but less than 3 years	1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid	Approximately 72 hours per year
After 3 years	6,240.01 or more regularly scheduled hours	0.04963 hours for each regularly scheduled work hour paid	Approximately 103 hours per year

Shift Battalion Chiefs (Including the BCs Assigned to a 56-hour Workweek in the Emergency Command Center)

YEARS OF COMPLETED CONTINUOUS SERVICE	HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
From date of employment but less than 3 years	1 through 8,736.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid	Approximately 101 hours per year
After 3 years	8,736.01 or more regularly scheduled hours	0.04963 hours for each regularly scheduled work hour paid	Approximately 144 hours per year

For the purpose of this Section, each biweekly pay period—for which a full-time staff employee or full-time Fire Division Chief receives his/her/their full biweekly salary—shall be considered the equivalent of eighty (80) regularly scheduled paid hours. A full-time shift employee equivalent shall be one hundred twelve (112) regularly scheduled paid hours.

B. Employees will earn sick leave at the end of a pay period assuming they were in paid status for the entire pay period.

C. Permitted Uses of Sick Leave

1. Sick leave may be applied to:
 - a. Absence necessitated by an employee's personal illness, injury, or disability due to pregnancy or childbirth.
 - b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor.
 - c. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Authority that the presence of the employee on duty would endanger the health of others.
 - d. Absence when the employee's presence is needed to attend to the serious illness of an immediate family member ~~of his/her immediate family~~. For each occurrence, such absence shall be limited to a maximum of twenty-four (24) working hours for staff employee assigned to a forty (40) hour workweek or two (2) twenty-four (24) hour shifts for shift employees assigned to a fifty-six (56) hour average duty workweek. Additionally, once each calendar year, an employee may use up to one-half (0.5) of his/her/their annual Sick Leave accrual rate. ~~For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandchild, grandparent, or legal ward.~~
2. Illness while on paid vacation shall be charged to Sick Leave rather than vacation only under the following conditions:
 - a. The employee provides information (without having to identify a diagnosis) that the illness or injury precluded the effective use of vacation and would prevent the employee from performing his/her/their normal duties.
 - b. The employee must notify his/her/their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her/their vacation, whichever is sooner, to request that his/her/their illness on vacation be charged to Sick Leave.
 - c. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, a registered nurse, or recognized health care provider stating the period of disablement.

3. Absence from duty because of personal emergencies shall be limited to a maximum of sixteen (16) working hours for staff employees assigned to a forty (40) hour workweek or one (1) shift for shift employees assigned to a fifty-six (56) hour average duty week during the fiscal year.

D. General Provisions

1. In any use of Sick Leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other Authority-approved evidence of illness, injury, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Sick Leave Cash Out:

a. At Retirement or an Employee's Death During Employment:

Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Sick Leave Cash-Out During Employment:

~~For calendar year 2020, not more than once during the fiscal year, an employee who has accumulated unused sick leave in excess of three hundred twenty (320) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his/her accumulated sick leave, provided that the remaining balance is not reduced below three hundred twenty (320) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a of this Article. The employee's sick leave balance shall be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a of this Article.~~

By December 15 of each year ~~(starting on December 15, 2020 for cash out in 2021)~~, an employee who has accumulated unused sick leave in excess of 320 hours may do either of the following:

- i. Request that up to one-third of the balance above 320 hours, but no more than the maximum permitted by IRS Code, be placed into the employee's deferred compensation account ~~either with the pay day for pay period 14 or pay period 26~~; or
- ii. Make an irrevocable election to cash out up to ninety-six (96) hours of accrued sick leave for staff employees and one hundred and thirty-four (134) hours of accrued sick leave for shift employees, that will be earned in the following calendar year, at the employee's base rate of pay. In the following year, the employee can receive the cash for the sick leave ~~he/she/they~~ irrevocably elected to cash out in either two (2) separate increments of up to forty-eight (48) hours each for staff employees or sixty-seven (67) hours each for shift employees or one (1) increment of up to ninety-six (96) hours for staff employees and thirty-four (134) hours for shift employees.

The employee would be paid what they elected to cash out up to sixty-seven (67) hours for shift employees or up to forty-eight (48) hours for staff employees on both the pay day for pay periods ~~eighteenfourteen~~ (184) and twenty-six (26) or the employee can elect to be paid up to one hundred and thirty-four (134) hours for shift employees or up to ninety-six (96) hours for staff employees on the pay day for pay period twenty-six (26).

The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a of this Article.

- c. Notwithstanding the provisions of Section 1.D.3.b of this Article, an employee who has given irrevocable written notice of ~~his/her/their~~ intent to retire at least thirty (30) calendar days, but no more than sixty (60) calendar days prior to the effective date of ~~his/her/their~~ retirement, may request that a payoff of ~~his/her/their~~ accumulated sick leave be made to ~~his/her/their~~ deferred compensation account with the Authority to the maximum amount permitted by law and to the extent permitted under the provisions of Section 1.D.3.a of this Article. Such payoff shall be made prior to the effective date of the employee's retirement.

4. Sick Leave Accrual Upon Re-employment:

When a former employee is reemployed in a regular or limited-term position, the Human Resources Director may apply the total period of previous continuous Authority service for the purpose of determining sick leave earning rates.

Section 2. Bereavement Leave

- A. Upon request, employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, for bereavement leave related to the death of an ~~an member of their~~ immediate family member. Employees assigned to a fifty-six (56) hour average duty week shall receive up to three (3) consecutive shifts/calendar days. ~~For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, grandchild, or dependent adult or child for whom the employee is the legal guardian.~~
- B. Employees who have been with the agency for at least thirty (30) days before the leave commences shall receive additional leave up to two (2) days without pay, in any one (1) instance (which must be used within three (3) months from the date of death and which days do not need to be taken consecutively), for bereavement leave related to the death of an immediate family member. Employees may use any paid vacation, personal leave, accrued and available sick leave, or compensatory time that is otherwise available to the employee for this purpose.

Section 3. Authorized Leave Without Pay

- A. Authority Leave
1. Upon request, an employee may be granted an Authority Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Fire Chief, except in cases where an authorized unpaid leave has been authorized pursuant to Sections 3.B.3 and Section 9.A.1 of this Article. The Fire Chief may require that all previously earned accumulated compensatory time and Flex Time be used prior to granting such Leave. The use of earned vacation prior to the obtaining of Leave shall be at the option of the employee.
- B. Authorized Unpaid Leave of Absence
1. An employee may request an unpaid leave of absence for up to one year. The Authority has discretion to evaluate the request and determine whether to grant it or not. The Authority may require an employee to use accrued leaves for all or a portion of the requested leave.
 2. An employee shall give notice two (2) weeks prior to the date ~~he/shethey~~ wants to return to work. If an employee does not give the required notice prior to the date ~~he/shethey~~ wants to return to work, the Authority shall not be required to return the employee to work

until the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.

3. The Department Head/Assistant Chief shall indicate on the request for Leave of Absence ~~his/her~~their recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. The Human Resources Director shall render a decision within thirty (30) days of when the request is submitted to ~~them~~him/her. If the Human Resources Director approves the request, a leave approval letter will be prepared and sent to the employee, Payroll/Timekeeping Staff, and the Department Head/Assistant Chief.
4. An authorized unpaid leave of absence shall not be deemed a break in Authority service.

Section 4. Jury Duty Leave

- A. An employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular pay-rate for those hours of absence due to the jury duty, which occur during the employee's regularly scheduled working hours. An employee who calls the court while at work and finds out that ~~he/she~~they must report to jury duty the next day must continue to work the shift but will be relieved from duty with sufficient time to arrive at the court for jury duty at the assigned reporting time in the morning. If the employee is scheduled to be on duty on the day ~~he/she~~they ~~are~~is on jury duty, whether ~~he/she~~they must return to ~~his/her~~their shift after the jury service will be determined on a case-by-case basis.

Section 5. Witness Leave

- A. An employee who is called to answer a subpoena as a witness for court appearances or administrative proceeding during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer who the Fire Authority did not assume fire protection duties from, shall be compensated at ~~his/her~~their regular pay rate for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the Finance Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 6. Workers' Compensation Leave

- A. ~~When an injury is determined to be job-related, a~~A regular, limited-term, or probationary employee shall be placed on Workers' Compensation Leave ~~upon exhaustion of 4850 benefits- once it is determined that the injury arose out of the course and scope of employment by an Authority designated physician. While awaiting this determination, these employees are placed on a status of "workers' compensation pending" and they will use accrued leaves to receive compensation. The~~

employee's leave may be restored based on subsequent medical findings or determinations through the workers' compensation system.

- B. Workers' Compensation Leave shall continue until ~~the employee does~~ one (1) of the following occurs:
1. ~~Is determined to be physically able to return~~ The employee is released to return to regular work by an Authority-designated physician; or
 2. ~~Is determined to be physically able to return to work with medical restrictions, which the Authority can accept~~ The employee is released to return to work with medical restrictions that the Authority can accommodate; or
 3. ~~Accepts employment outside the Authority~~ Employment with the Authority is terminated; or
 4. The employee aAccepts employment in another Authority position; or
 5. The employee hHas been found to have maximum medical improvement and is not rehabilitated as provided by law; or
 6. The employee hHas retired pursuant to appropriate Government Code provisions.

An employee who does not return to work within two (2) weeks of the end of ~~his/her~~their Workers' Compensation Leave pursuant to this provision, shall be considered to have automatically resigned ~~his/her~~their employment with the Authority.

~~C. An employee on Workers' Compensation Leave and/or 4850 Leave must give notice two (2) weeks prior to the date he/she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he/she wants to return to work, the Authority shall not be required to return the employee to work until such notice is given; however, the Authority may waive the notice or reduce the notice period at its discretion.~~

- D. For employees on Workers' Compensation Leave, merit increase eligibility dates, probation periods, and performance evaluation dates shall be extended by the length of time of the Leave, except that the first fifteen (15) consecutive calendar days of the Leave shall be considered Authority service for merit eligibility and completion of the probation period~~treated as if the employee were on an authorized unpaid leave.~~

Section 7. Parenthood Leave

- A. An employee shall be granted—upon request—a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child, provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child
 2. Sufficient documentation of such birth or placement for legal adoption of a child is submitted with the request for Leave
 3. Such employee has completed new hire probation
 4. All accrued vacation and compensatory time have been applied toward the absence
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Parenthood Leave shall not be credited toward continuous service.
- D. For employees on Parenthood Leave, merit increase eligibility dates, probation periods and performance evaluation dates shall be treated as if the employee were on an authorized unpaid leave.

Section 8. Family and Medical Care Leave/ California Family Rights Act Leave and Pregnancy Disability Leave

The Authority will comply with the provisions of both the Federal Family and Medical Care Leave Act and the California Family Rights Act, and the California Pregnancy Disability Leave Law. Posters setting forth the employee's rights under the law are posted at all workplaces in the Fire Authority.

Section 9. Catastrophic Leave

- A. Eligibility for Donations – To receive Catastrophic Leave Donations, an employee or his/her/their immediate family member (~~immediate family member is defined as father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, registered domestic partner or legal guardian~~) must:
1. Have a catastrophic medical condition that will require the employee to be on unpaid Leave.
 2. Exhaust all accrued sick leave, vacation, and compensatory time.
 3. Submit to the employee's Department Head/Assistant Chief (or his/her/their designee) a written request for donations accompanied by a medical statement from the employee's or family member's attending physician. The attending physician's statement must verify the employee's need for an extended Medical Leave or the need for the employee to take Leave to care for an immediate family member ~~of his/her immediate family~~. It must include an estimated time the employee will be unable to work. The employee may voluntarily include information about the nature of the illness for those who are considering donating.

B. Request for Additional Donations

1. Employees who receive donations under this procedure and who exhaust all donated Sick Leave may request an additional donation period subject to the provisions of this Article.

C. Donation Procedure

1. Upon receipt of a valid request for donations on a form from an eligible employee, the Department Head/Assistant Chief (or ~~his/her~~their designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees; confidential medical information (unless voluntarily provided by the employee) shall not be included in the posted notice.
2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
3. All donations shall be voluntary.
4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; Sick Leave may not be donated.
5. Donations must be a minimum of two (2) hours and cannot exceed eight (8) hours per staff employee (forty [40] hour workweek) or a minimum of three (3) hours, but cannot exceed twelve (12) hours per shift employee (fifty-six [56] hour average duty week); all donations must be made in whole hour increments.
6. All donations shall be irrevocable.

Note: Donation authorizations that do not contain all the above information shall not be processed.

7. At the close of the donation period, the Finance ~~e~~-Division shall verify the hourly rate of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.
8. The Finance Division shall process all donations at one (1) time; no additional donations shall be processed.
9. The Authority shall convert the donated time to dollars at the hourly rate of the donor. The dollars shall then be converted to accrued vacation and Sick Leave, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours shall first be added to the recipient's accrued vacation, to the maximum permitted under this Article. The balance of the donated converted hours shall then be added to the recipient's Sick Leave account. These donated

vacation and Sick Leave hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the hourly rate of the recipient and paid to the recipient's surviving spouse or estate in the same manner as any monies due for vacation and/or compensatory time.

10. An employee who is on a Leave Without Pay at the time he/she/they receives a Catastrophic Leave donation shall be treated as if on an authorized unpaid leave of absence for purposes of probation and merit increase eligibility.

Section 10. Vacation

A. Accumulation of Vacation

1. Accumulation of vacation shall be in accordance with the following schedules:

Staff Battalion Chiefs (Except the BCs Assigned to a 56-hour workweek in the Emergency Command Center) and Fire Division Chiefs

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
0 to 3 years	1 through 6,240.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid	Approximately 120 hours per year
After 3 years but less than 10 years	6,240.01 through 20,800.00 regularly scheduled hours	0.077 hours for each regularly scheduled hour paid	Approximately 160 hours per year
After 10 years	20,800.01 or more regularly scheduled hours	0.0962 hours for each regularly scheduled hour paid	Approximately 200 hours per year

Shift Battalion Chiefs (Including the BCs Assigned to a 56-hour Workweek in the Emergency Command Center)

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
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0 to 3 years	1 through 8,736.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid	Approximately 112 hours per year
After 3 years but less than 10 years	8,736.01 through 29,120.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid	Approximately 168 hours per year
After 10 years	29,120.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid	Approximately 224 hours per year

2. Each biweekly pay period—for which a full-time staff employee or full-time Fire Division Chief receives his/her/their full biweekly salary—shall be considered the equivalent of eighty (80) regularly scheduled paid hours. Each biweekly pay period—for which a full-time shift employee receives his/her/their full biweekly salary—shall be considered the equivalent of one hundred twelve (112) regularly scheduled paid hours.

B. Vacation Credit

1. Employees will earn vacation at the end of a pay period assuming they were in paid status for the entire pay period.

C. Maximum Allowable Vacation Credit

1. For full-time staff Battalion Chiefs working forty (40) hour workweek, maximum accruals at any one (1) time with less than ten (10) years of full-time continuous service shall be three hundred twenty (320) hours. The maximum allowable vacation credit at any one (1) time for a staff Battalion Chief or Fire Division Chief with ten (10) or more years of full-time continuous service shall be four hundred (400) hours. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.
2. For full-time shift Battalion Chief working a fifty-six (56) hour average duty week, maximum accruals at any one (1) time with less than ten (10) years of full-time continuous service shall be four hundred forty-eight (448) hours. The maximum allowable vacation credit at any one (1) time for a full-time shift employee with ten (10) or more years of full-time continuous service shall be five hundred sixty (560) hours. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.

D. General Provisions

1. Additional vacation earned during the period of vacation may be taken consecutively with the approval of the Fire Chief.
2. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

3. Vacations shall be scheduled for employees insofar as practicable while meeting staffing levels on the basis of employee requests. In cases of conflict among requests, vacation assignments will be made on the basis of seniority.
4. No employee shall be required to return to work for the Authority in any capacity during the time of his/her/their paid vacation from Authority service, except in cases of emergency.
5. An employee separating from Authority service for reasons other than retirement shall be paid for all accrued vacation in a lump sum payment.
6. ~~For calendar year 2020, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to fifty-six (56) hours each for shift employees or forty (40) hours for staff employees and Fire Division Chiefs each or one (1) increment of up to one hundred twelve (112) hours for shift employees or eighty (80) hours for staff employees and Fire Division Chiefs. An employee who is within fifteen (15) hours for staff Battalion Chiefs and Fire Division Chiefs twenty-one (21) hours for shift employees of the applicable maximum allowable vacation credit may request to be paid for one (1) additional increment of up to one hundred (112) hours for shift employees or eighty (80) hours for staff employees and Fire Division Chiefs in each fiscal year. For purposes of this payout, it must occur in a full pay period starting on or after July 1st of the current fiscal year requested and paid out prior to the full pay period ending June 30th.~~

~~Effective for calendar year 2021 and every year thereafter:~~ By December 15 of each year ~~(the first year being 2020)~~, an employee may make an irrevocable election to cash out up to one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees of accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave he/she/they irrevocably elected to cash out in either two (2) separate increments of up to fifty-six (56) hours for shift employees or forty (40) hours for staff employees each or one (1) increment of up to one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees. The employee would be paid fifty-six (56) hours for shift employees or forty (40) hours for staff employees on both the pay day for pay periods thirteenfourteen (134) and twenty-six (26) or the employee can elect to be paid one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees on the pay day for pay period twenty-six (26). However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

The employee may alternatively choose to have the value of up to

one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees of vacation which the employee can otherwise cash out placed into the employee's deferred compensation account. If the employee chooses that option (as opposed to taking cash) the maximum hours (in dollars) the employee can defer to his/her/their deferred compensation account cannot exceed the maximum permitted by the IRS Code.

In addition to the above, ~~starting in calendar year 2021~~, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the ~~Director of~~ Human Resources Director for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited up to one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees of all his/her/their accrued vacation leave.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

If, during the year when an employee has made an irrevocable election to cash out vacation leave, ~~he/she/they were/was~~ on leave without pay and did not earn the vacation leave expected, the employee will still be able to cash out the vacation leave the employee did earn even if reduced by the leave without pay.

7. No scheduled vacation shall be canceled, except in cases of emergency.

E. Vacation Time for Transitioning Employees

When presenting another agency a proposal for fire protection services, the Authority may offer the agency the opportunity to purchase up to forty (40) hours for staff or fifty-six (56) hours for shift employees of vacation for each employee transitioning to the Authority.

ARTICLE VI

HOLIDAYS

Section 1. Holidays Observed

- A. Employees shall observe the following holidays:
- New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Lincoln's Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Indigenous Peoples' Day/Columbus Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Christmas Day

Section 2. Shift Fire Battalion Chiefs (Including the BCs Assigned to a 56-hour Battalion Chiefs Workweek in the Emergency Command Center)

- A. Holiday Compensation
1. For each holiday listed in Section 1.A of this Article, a shift Battalion Chief shall receive twelve and six-tenths (12.6) hours of holiday pay in addition to their regular compensation.
 2. These employees shall be paid their holiday pay on the pay day following the pay period that the holiday occurs.
 3. Employees who are in pay status during Pay Period #4 of each fiscal year, during the term of this MOU, shall be provided seven and one half (7.5) hours of paid leave time at the end of the pay period.
 4. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay.
 5. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.

Section 3. Staff Fire Battalion Chiefs (Except the BCs Assigned to a 4056-hour Battalion Chiefs workweek in the Emergency Command Center) and Fire Division Chiefs

- A. Holiday Compensation

1. For each holiday listed in Section 1.A of this Article, employees scheduled to work, but permitted to take the day off, shall be paid for the number of hours the employee is regularly scheduled to work that workday computed at the employee's base hourly rate
2. When a holiday listed in Section 1.A of this Article falls on the employee's regularly scheduled day off, the employee shall receive eight (8) hours of holiday pay computed at the employee's base hourly rate.
3. When a holiday falls on a Sunday, the next day, Monday, shall be observed as the holiday.
4. When either Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
5. Employees shall be paid their holiday pay on the pay day following the pay period that the holiday occurs.
6. Employees who are on a pay status during Pay Period #4 of each fiscal year, during the term of this MOU, shall be provided for five (5) hours of paid leave time at the end of the pay period.
7. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday to receive holiday pay.
8. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.

B. Compensation for Work on Holidays

1. An employee who is required to work on a holiday shall, in addition to ~~his/her~~their regular pay, receive holiday pay for each hour worked on a holiday at a rate of one and five-tenths (1.5) times the employee's base hourly rate.

C. Holidays that fall during an employee's vacation period shall not be charged against the employee's vacation balance.

ARTICLE VII

REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

- A. Subject to the current vehicle rules and regulations established by the Board, an employee who is authorized by the Fire Chief to use a private automobile in the performance of his/her/their duties shall be reimbursed for each mile at the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
- B. An employee who is required by the Authority to furnish a privately-owned vehicle for the performance of his/her/their duties on Authority time shall receive a minimum of ten dollars (10) in any month in which the actual mileage reimbursement would otherwise be less than ten dollars (10). The minimum shall not apply in any month:
1. In which the employee has not actually worked eighty (80) hours for staff employees and Fire Division Chiefs or one hundred twelve (112) hours for shift employees.
 2. Unless the employee claims the ten dollar (10) minimum and the Authority certifies that the employee was required to use a privately owned vehicle on Authority business.

Section 2. Tuition Reimbursement

- A. Employees performing their jobs satisfactorily shall be eligible for tuition reimbursement at a maximum of twoone thousand ~~two hundred fifty~~ dollars (\$2,000+250) each fiscal year. Eligibility shall be in accordance with Authority policy. This amount is inclusive of any other tuition reimbursement (e.g., if in another bargaining unit) an employee may have received during a fiscal year.

ARTICLE VIII

DISCIPLINARY AND PREDISCIPLINARY ACTIONS

Section 1. Reprimand or Denial of Performance Salary Increase

- A. No employee shall receive a written reprimand, except for just cause.
- B. A written reprimand may be appealed as follows:

Upon receipt of a written reprimand an employee may, within fourteen (14) calendar days of receipt of such reprimand, file a request with the Human Resources Director, Fire Division Chief, Assistant Chief, or Deputy Chief for a meeting. The Human Resources Director shall schedule a meeting with the Fire Chief and/or his/her/their designee to hear the employee's presentation. After hearing the employee's presentation, Fire Chief and/or his/her/their designee shall issue a written determination within fourteen (14) calendar days. The written determination shall be the final administrative decision subject to review per Code of Civil Procedure section 1094.5.

Section 2. Proposed Disciplinary Action for Dismissal, Suspension, Demotion or Reduction in Pay

- A. Notice of Intent for Dismissal, Suspension, Demotion or Reduction in Pay A written notice of intent to discipline shall be served on the employee at least fourteen (14) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
 - 1. A description of the proposed action and its effective date(s)
 - 2. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based
 - 3. Copies of material on which the proposed action is based
 - 4. A statement of the employee's right to respond—either orally or in writing—prior to the effective date of such proposed action
 - 5. A statement of the employee's right to representation
 - 6. A statement of the employee's right to appeal should such proposed action become final.
 - 7. A statement that the employee shall have at least fourteen (14) calendar days in which to request an oral response (i.e., a *Skelly* meeting) or to provide a written response.

If the employee chooses to provide a written response, the Fire Chief and/or his designee shall issue a written determination within fourteen (14) calendar days of receipt of that response. If the

employee timely requests to provide an oral response (i.e., a *Skelly* meeting) they may make the request to the Human Resources Director, Assistant Chief or Deputy Chief. The Human Resources Director shall schedule a meeting with the Fire Chief and/or his/her/their designee to hear the employee's presentation.

- B. Pre-Disciplinary (i.e., Skelly) Meeting: An employee who requests to provide an oral response (i.e., a *Skelly* meeting), has the following rights:
1. An employee shall be given reasonable time off without loss of pay to attend the pre-disciplinary meeting.
 2. An employee may represent themselves/himself/herself, may be represented by the Association or by a representative of his/her/their choice in the pre-disciplinary meeting.
 3. An employee and his/her/their representative shall receive written notice sustaining, modifying, or canceling a proposed dismissal, suspension, demotion or reduction in pay within fourteen (14) calendar days of the pre-disciplinary meeting.
 4. Should a proposed dismissal, suspension, demotion or reduction in pay become final, an employee shall have the right to appeal such action pursuant to Section 3 of this Article.

Section 3. Right of Appeal for Dismissal, Suspension, Demotion or Reduction in Pay

- A. Following the receipt of a Notice of Discipline for a dismissal, suspension, demotion or reduction in pay, employees have the right to appeal as set forth below. Failure of the employee to timely appeal shall signify that the employee has waived his/her/their right to further process the appeal, and the disciplinary action shall stand as issued. Failure by the Authority representative to timely respond under this Article shall permit the employee to appeal using this procedure.
- B. Employees shall have fourteen (14) calendar days from the date of service of the Notice of Discipline in which to file the appeal. The time limit to appeal may be extended by mutual agreement between the Authority representative and employee or his/her/their representative.
- C. All appeals (as described below) must be filed with the Human Resources Director or the employee's Fire Division Chief or Assistant Chief, Deputy Chief, or Fire Chief. If the appeal is submitted to the employee's Fire Division Chief or Assistant Chief/Fire Chief, a copy shall be forwarded to the Human Resources Director. Submission of the appeal may be via mail, hand delivery, ~~fax~~ or email; postmarks shall be accepted. All appeals must be received in writing, including by email, no later than 11:59 p.m. on the last day to appeal.

Section 4. Appeals to Arbitration

- A. An employee who appeals a dismissal, suspension, demotion or reduction in pay is appealing to have an arbitrator conduct a hearing to hear the appeal.
- B. Finding of Facts and Remedies
 - 1. An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:
 - a. All Disciplinary Actions

If the arbitrator finds that the disciplinary action was taken for just cause, ~~he/she~~they shall then determine if the disciplinary action imposed on the employee was appropriate based on ~~his/her~~their assessment of the charges that were proven by a preponderance of the evidence. The arbitrator shall have the right, and the responsibility, to modify the discipline if, in ~~his/her~~their opinion, it is not appropriate.
 - b. Suspension, Demotion or Reduction in Pay

If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision and consistent with Section C below.
 - c. Dismissals

If the arbitrator finds that the order of dismissal should be modified or rescinded, the appellant shall be restored to a position in ~~his/her~~their former class subject to back pay and benefits in a manner consistent with the arbitrator's decision and consistent with Section C below.
- C. Restriction on Remedies - Restoration of pay and benefits shall be subject to deduction of all unemployment insurance, applicable taxes and withholdings, and outside earnings the appellant received since the date of discharge.

Section 5. General Provisions

- A. If the Association is representing or financially supporting the employee in their appeal, the cost of the arbitrator shall be shared equally between the Authority and the Association. If the Association is neither representing the employee nor financially supporting their appeal, the cost of the arbitrator shall be paid for by the Authority.
- B. Appeal hearings by an arbitrator shall be private.
- C. Arbitration appeal hearings for suspensions of less than forty (40) hours (if assigned to a staff position or as Fire Division Chief) or less than two

(2) twenty-four (24) hour shifts (if assigned to a shift position) shall be limited to one (1) day, unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions.

- D. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, or some other agreed upon source. Then, each party shall alternately strike one (1) name from the list until only one (1) name remains. The Association shall strike the first name.
- E. Except for hearing appealing a termination, an employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- F. At the hearing, both the Association and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - 1. Testimony shall be provided under oath.
 - 2. Each party shall have these rights: (1) to call and examine witnesses, (2) to introduce exhibits, (3) to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, (4) to impeach any witness regardless of which party first called the witness to testify, and (5) to rebut the evidence against the witness. If the employee does not testify in his/hers/their own behalf, the employee may be called and examined as if under cross-examination.
- G. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are not or hereafter may be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.
- H. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- I. The decision of the arbitrator shall be final and binding on all parties.

- J. No employee shall be compelled to submit to a polygraph examination. No disciplinary action shall be taken against an employee for refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took, or refused to take a polygraph examination, unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to this MOU, unless otherwise agreed to in writing by the parties.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Scope of Grievances

- A. A grievance may be filed if the Association or one of its members believes the Authority has violated, misapplied, or misinterpreted any provision of this MOU or any Authority procedures that implement specific provisions of this MOU in the areas of overtime, intradepartmental transfers, vacations, and shift exchanges.

Section 2. Basic Rules

- A. If an employee does not present a grievance or does not appeal the decision rendered regarding his/her/their grievance within the time limits, the grievance shall be considered resolved.
- B. If an Authority representative does not render a decision to the employee within the time limits, the employee may, within fourteen (14) calendar days thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that he/she/they does not have the authority to resolve the grievance, he/she/they may refer it to the next step in the procedure. By mutual agreement of the Authority and the Association, Step 1 of the grievance procedure may be waived.
- D. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or his/her/their representative), the time limits at any step in the procedure may be extended.
- E. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.
- F. The Association shall have the right to a representative present throughout the grievance process.
- G. To encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the Association agree the grievance files of the respective parties shall be confidential.

Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. The Association shall have the right to file grievances on behalf of the general membership; however, when the Association files a grievance on behalf of the general membership, it shall provide the Authority with the names of individuals who have been adversely affected. The Association has the right to grieve issues that solely affect the rights of the Association.

- B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Authority, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

- A. An employee may represent ~~themselves~~ ~~himself/herself~~ or may be represented by the Association in the formal grievance procedure.
- B. Authorized grievance representatives shall be designated by the Association to represent employees for purposes of grievance procedures. The Association shall notify the Human Resources Director of the names and titles of such representatives. This notice shall be updated each time a change in designated representative(s) occurs.

Section 5. Time Off for Processing Grievances

- A. Reasonable time off without loss of pay shall be given to:
 - 1. An employee who has a grievance, in order to attend a meeting with ~~his/her~~ ~~their~~ supervisor or other person with authority to resolve the matter.
 - 2. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
- B. A grievant must get permission from the person to whom ~~he/she~~ ~~they~~ ~~she~~ reports before leaving ~~his/her~~ ~~their~~ job to perform any work related to the grievance. Permission will be granted if the demands of the job do not prevent it at that time. If that is the case, the employee's supervisor will grant such permission at a reasonable time in the near future.

Section 6. Formal Grievance Steps

- A. The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter, unless waived by mutual consent or as otherwise provided herein.
- B. All Step 1 and Step 2 grievances must be submitted to the Human Resources Director, Submission may be via email, mail, or hand delivery ~~or fax~~; no later than 5:00 p.m. on the last day allowable under the provisions of this Article.
 - 1. STEP 1: Fire Division Chief or Assistant Chief
 - a. A grievance must be filed within fourteen (14) calendar days from the occurrence that gives rise to the grievance. A Step 1 grievance shall be heard by a Fire Division Chief or Assistant Chief (if the grievant is a Fire Division Chief). In those cases where the Fire Division Chief is the

immediate supervisor and is the subject of the grievance, the Fire Division Chief and the Assistant Chief meet with the grievant within fourteen (14) calendar days.

- b. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution.
- c. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant.

2. STEP 2: Assistant Chief

- a. If the grievance is not settled under Step 1, it may be appealed in writing to the Human Resources Director within fourteen (14) calendar days after receipt of the written decision from Step 1. Within fourteen (14) calendar days after receipt of the written grievance appeal the appropriate Assistant Chief shall meet with the grievant and his/her/their representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and his/her/their representative.

Section 7. Referrals to Mediation

- A. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance to mediation. A request for mediation may be presented in writing to the Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2. A request for mediation shall automatically suspend the normal processing of a grievance until the mediation process is completed. The Authority shall respond to a request for mediation within fourteen (14) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory. Should the mediation process not be successful, within fourteen (14) calendar days after completion of the mediation process, an arbitration request may be filed pursuant to Section 8 of this Article.

Section 8. Referrals to Arbitration

- A. If a grievance is not resolved under Step 2 or mediation, an arbitration request may be submitted in writing by the Association to the Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2 or the completion of the mediation process. As soon as practicable thereafter—or as otherwise agreed to by the parties—an arbitrator shall hear the grievance.

Section 9. General Provisions

- A. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party.
- B. Grievance hearings by an arbitrator shall be private.
- C. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be

obtained from the California State Conciliation Service or some other agreed upon source and, each party shall alternately strike one (1) name from the list until only one (1) name remains.

- D. Both parties agree to provide any documents (except for rebuttal documents) they plan to offer into evidence at least 14 days in advance of the grievance appeal hearing.
- E. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- F. At the hearing, both the Association and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - 1. Testimony shall be provided under oath.
 - 2. Each party shall have these rights: (1) to call and examine witnesses, (2) to introduce exhibits, (3) to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, (4) to impeach any witness regardless of which party first called the witness to testify, and (5) to rebut the evidence against the witness. If the employee does not testify in ~~his/her~~their own behalf, the employee may be called and examined as if under cross-examination.
- G. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.
- H. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- I. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE X

LAYOFF PROCEDURE

Section 1. Order of Layoff

- A. The Authority may abolish a position because of change in duties or organization or shortage of work or funds, which may require the layoff of one (1) or more employees. When a layoff is implemented, employees shall be laid off in an order based on consideration of:
1. Employment status
 - a. All new probationary employees and employees on temporary promotion shall be removed from the class.
 2. Past performance
 - a. Any employee whose last regularly scheduled performance evaluation was rated "Substandard" and who has received a subsequent interim performance evaluation rated "Substandard" shall be subject to layoff before employees subject to Section 1.A.3 of this Article.
 3. Length of continuous service
 - a. After all new probationary employees, employees on temporary promotion, and employees subject to layoff under Section 1.A.2 of this Article have been removed from a classification within a layoff unit, the employee with the lowest number of service hours within the classification shall be subject to layoff first. When two (2) or more employees have the same number of service hours in the classification, the employee with the lowest number of total service hours shall be subject to layoff first.
 - b. Employees transitioned to the Authority from another public fire service agency in Orange County, pursuant to a contractual agreement for the Authority to provide fire services previously provided by the other public fire service agency, may be provided service hours for their employment with the other public fire service agency, for layoff purposes, to the extent permitted by the Agreement set forth in Appendix B.
- B. Layoffs shall be made by class within the Authority.
- C. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his/her/their former class and shall be subject to layoff in accordance with this procedure.

Section 2. Notification of Employees

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective

date of the layoff. Notices of layoff shall be served on employees personally at work, whenever practicable.

- B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 3 of this Article.
- C. The notice of layoff shall include (1) the proposed effective date of the layoff, (2) the employee's hire date, (3) the employee's service hours, (4) the employee's rights under Section 3 of this Article, and (5) the right of the employee to advise the Authority of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 3. Voluntary Reduction in Lieu of Layoff

- A. An employee who is subject to layoff may request a reduction to a lower class provided the employee possesses the minimum qualifications for the class, has served in and passed probation in that class with the Authority or a predecessor employer, and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer service hours than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of service hours shall be subject to layoff.
- B. Employees who receive notice of layoff shall have five (5) calendar days to notify the Authority in writing of their intent to exercise rights under this Section.
- C. Failure by an employee to respond to the Authority pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.
- D. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 4. Status on Reinstatement

- A. An employee who has been laid off under the provisions of this Article and subsequently reinstated within a two (2) year period from the date of ~~his/her~~their layoff shall receive the following considerations and benefits:
 - 1. All sick leave credited to the employee's account when laid off shall be restored.
 - 2. All service hours held upon layoff shall be restored.
 - 3. All prior service shall be credited for the purpose of determining Sick Leave and vacation earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay, except that a probation period shall be established as determined by Article III, Section 3 if reinstatement is in a higher class or an occupational series different from that employed in at the time of layoff.
- B. When an employee is reduced under the provisions of this Article and is subsequently reemployed in a class higher than the one from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above and the employee's salary, probation period, and merit increase eligibility date shall be determined by treating the employee as though ~~he/she~~they is being promoted from such class.

ARTICLE XI

ON-THE-JOB-INJURIES, WORKERS' COMPENSATION

Section 1. Disability Payments and Leave

A. Exhaustion of 4850 Benefits

1. When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850 and ~~he/she~~they continues to be unable to return to work due to an injury, illness or disease arising out of and in the course of Authority employment, such employee shall be treated in the following manner:
 - a. ~~He/she~~They shall be entitled to all benefits provided by California Workers' Compensation Law; and
 - b. ~~He/she~~They shall be placed on Workers' Compensation Leave; and
 - c. All sick leave, compensatory time, flex time and vacation ~~may shall~~ be added—at the employee's option—to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or
 - d. If the employee is not eligible for temporary disability or exhausts ~~his/her~~their temporary disability benefit—at the employee's option—such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable
 - e. Upon exhaustion of all sick leave, compensatory time, and vacation, the employee shall not accrue sick leave or vacation for the remainder of Workers' Compensation Leave
 - f. The probation period of any employee who receives workers' compensation benefits shall be extended by the length of time ~~he/she~~they receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered Authority service for completion of the probation period.
 - g. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of sick leave and vacation earning rates.

Section 2. Exposure to Contagious Diseases

- A. Whenever an employee is compelled by direction of an Authority-designated physician to be absent from duty due to on-the-job exposure to a contagious disease, the employee shall receive regular compensation for the period absent from duty. If there is paid statutory leave that may be used for this purpose, the employee shall use that leave.

ARTICLE XII

SAFETY

Section 1. General Provisions

- A. The Authority shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and shall report any such unsafe practices, equipment, or conditions to their immediate supervisors.
- B. Any employee who either does not receive an answer to a safety-related question from his/her/their supervisor within three (3) calendar days or receives an answer the employee deems unsatisfactory, may directly contact the designated Authority Safety Officer.
- C. Any employee who is directed to perform a task that the employee, in good faith, feels is unsafe may request an immediate investigation from the designated Authority Safety Officer. During the period the designated Authority Safety Officer is conducting an investigation, the employee shall be assigned to other work at no loss of earnings. If the task is ruled to be safe by the designated Authority Safety Officer, the employee shall be required to perform the duties assigned.
- D. In accordance with OCFA Standard Operating Procedures, the Authority shall establish guidelines to notify the investigative team, which shall include a designated Association representative, of the existence of a serious injury or fatality involving an employee and to secure the scene until such time as the investigative team can conduct an investigation of the serious injury or fatality. This would involve securing the equipment directly involved, the immediate area to the incident, and the apparatus directly involved.
- E. The Authority shall furnish all equipment that is necessary for employees to perform their jobs in a safe manner.
- F. Wherever practicable, the Authority shall provide the necessary first aid kits in Authority facilities.
- G. Wherever practicable, the Authority shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

- A. During an inspection of Authority facilities conducted by the appropriate State agency for the purpose of determining compliance with the California OSHA requirements, an Association designated employee shall be allowed to accompany the inspector while the inspector is on site. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

Section 3. Safety Representative

- A. The representative of the Association who serves as the co-chairperson of the Authority's Safety & Occupational Health Committee, may be selected by the Association to meet at least once a month, upon request, with the designated Authority Safety Officer and/or the Authority's Operations Training and Safety Officer to discuss matters affecting employee health and safety.

- B. A safety representative who has received a complaint involving a possible health and safety violation shall be given reasonable time off without loss of pay to gather appropriate information on such complaint, provided that:
 - 1. The safety representative obtains permission from the immediate supervisor prior to performing such duty.

 - 2. The safety representative shall not be allowed to leave the worksite if in the opinion of the immediate supervisor it will unduly interfere with the work of the unit. However, the Authority shall make every attempt to grant such time off as soon as it is feasible to do so.

- C. When an authorized safety representative must go into another section or unit to gather said information, the safety representative shall be permitted to do so provided that:
 - 1. The safety representative checks in and checks out with the supervisor of the unit; and

 - 2. The safety representative does not unduly interfere with the work of the unit.

Section 4. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the safety representative may request to meet with the designated Authority Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed.

Section 5. Abatement of Violations

In any instance in which the Authority is cited for a violation of California OSHA, the Authority shall abate the cited hazard to health or safety within the abatement period required.

ARTICLE XIII

INSURANCE

Section 1. CalPERS Health Care

- A. The Authority shall continue to maintain its contract with the California Public Employees Retirement System (CalPERS) for employees' health care coverage.
- B. The Authority shall contribute towards the payment of health care premiums, under the CalPERS Health Benefits Plan, on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code 22892 (GC §22892) and the Public Employees' Medical and Hospital Care Act (PEMHCA). Eligible active employees include the following:
- i. Full-time regular, limited-term or probationary employees who, upon hire or starting in the position, are reasonably expected to average thirty (30) or more hours of service per week [i.e. one hundred thirty (130) hours per month]; and
 - ii. Part-time regular, limited-term or probationary employees who, upon hire or starting in the position, are reasonably expected to average at least twenty (20) hours of service per week.
- C. The Authority shall provide to each eligible employee, as defined in Section 1.B of this Article, a health flex contribution to purchase health benefits under its Section 125 of the Internal Revenue Code ("Cafeteria Plan):
1. The Authority shall provide to each full-time (regular, limited-term, or probationary) employee, as defined in Section 1.B.1 of this Article, a health flex contribution of the greater of:

Employee Only Coverage: 100% of the health plan premium selected by the employee.

Employee + Dependent Coverage: 75% of the health plan premium selected by the employee.

If 100% of the cost of the employee only plan exceeds the cost of 75% of the two party or family plans actually selected by the employee, then an employee may elect dependent coverage and receive a contribution from the Authority of the cost of the employee plan (i.e., the greater amount).

This amount shall include the contribution towards the employee's Cafeteria Plan as set forth in GC §22892 and PEMHCA. Any balance of the employee's health care premium selection not covered by the health flex contribution shall be deducted from the employee's paycheck. The health flex contribution shall not be cashed out or applied to non-health benefits (for example, dependent care).

The Authority shall provide to each part-time (regular, limited-term, or probationary) employee, as defined in Section 1.B.2 of this Article, a health flex contribution as follows:

Employee Only Coverage: 50% of the health plan premium selected by the employee.

Employee + Dependent Coverage: 37.5% of the health plan premium selected by the employee.

This amount shall include the contribution towards the employee's Cafeteria Plan as set forth in GC §22892 and PEMHCA. Any balance of the employee's health care premium selection not covered by the health flex contribution shall be deducted from the employee's paycheck. The health flex contribution shall not be cashed out or applied to non-health benefits (for example, dependent care). Health care coverage and other benefits provided as part of the Cafeteria Plan shall be terminated for any employee whose normal workweek is reduced to less than twenty (20) hours.

- D. Eligible Opt-Out Arrangement: Upon providing reasonable evidence of alternative coverage as required by the ACA's Eligible Opt Out Arrangement rules (below), other than an Authority funded or administered plan, a full-time or part-time employee as defined in Section 1.B. of this Article, shall be entitled to a fifty-~~nine five (55)~~ dollars and fifty-eight cents (\$59.58) ~~bi-monthly weekly~~ in taxable cash, in lieu of the amount provided in Section 1.C.1 or 1.C.2., as applicable, of this Article.

Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

1. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have the alternative coverage;
3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
4. The reasonable evidence, which can be a simple attestation by the employee, must be provided no earlier than a reasonable period of time before the plan year begins.

- E. The Authority may reopen negotiations if there are changes that occur in connection with the Affordable Care Act.

Section 2. Health Plan Enrollment

- A. Newly hired eligible employees must enroll for coverage in health plans within the first sixty (60) days of employment. If the employee fails to enroll within the first sixty (60) days of employment, ~~he/she~~they must either wait until the next open enrollment period or ninety (90) days after submission of a late enrollment form. Health plan coverage shall become effective the first day of the month following submission of the Health Benefits Enrollment form to the Authority.
- B. Employees, who are terminated due to disciplinary action or reduction in force or who voluntarily resign from employment, may continue their health care coverage until the end of the month following the month in which the employee is terminated.
- C. Two (2) full-time employees married to each other who elect coverage in the same health plan shall be enrolled as employee and dependent. Such employees shall have the full cost of coverage for employee and dependents paid by the Authority. Employees shall not, however, be enrolled simultaneously in an Authority health care plan and a health plan administered by the Orange County Professional Firefighters Association, Local 3631, as either an employee or dependent.

Section 3. Other Insurance Coverage

- A. The Authority shall provide to all employees the following:
 - 1. Short-term disability insurance coverage, at no cost to the employee, to provide, after sick leave is exhausted, sixty (60) percent of salary per month for up to one (1) year for a certified non-occupational injury or illness. Coverage shall also provide for continuation of the Authority's share of premiums for health, dental, and life insurance benefits while the employee is on leave for Non-Occupational Disability for up to one (1) year from the effective date of disability.
 - 2. Long-term disability insurance coverage, at no cost to the employee, to provide up to sixty (60) percent of salary per month.
 - 3. Life insurance and accidental death and dismemberment insurance, at no cost to the employee, shall be provided at amounts based upon the employee's annual base salary, rounded to the next closest ten thousand dollars (\$10,000) and adjusted annually on each January 1, if required.
 - a. Employees shall have the option to purchase additional life and accidental death and dismemberment coverage, including dependent coverage.
 - 4. Dental and orthodontia insurance coverage, at no cost to the employee, for the employee and dependents.

5. Vision care insurance coverage, at no cost to the employee, for the employee and dependents.
- ~~6. The Authority shall administer a Dependent Care Assistance Program that allows employees to take advantage of a salary reduction program to pay for dependent care as permitted in the Internal Revenue Code.~~

Section 4. Retiree Medical Insurance Grant ("*Defined Benefit Plan*")

A. Retiree Medical Insurance Grant

1. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan," for employees who have retired or terminated from Authority employment and who meet the eligibility requirements as set forth in Section 4.B of this Article.
2. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Authority Retiree Medical Plan effective January 1, 1997) or in Medicare as stated in the Retiree Medical Plan and required by the "qualified health plan" shall receive a Retiree Medical Insurance Grant.
3. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older, and who is enrolled in a recognized health plan or Medicare as stated in the Retiree Medical Plan and required by the "recognized health plan" shall receive a Retiree Medical Insurance Grant.
4. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a "qualified health plan," as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan and/or Medicare premiums as provided in Sections 4.A.4.a, 4.A.4.b, and 4.A.4.c, of this Article.
 - a. Effective January 1, 202~~30~~, the Retiree Medical Insurance Grant shall be an amount based on ~~thirty onetwenty seven~~ dollars and ~~seventy sevenfour~~ cents (~~\$31.7727.74~~) per month for each full year of service to a maximum of ~~sevensix~~ hundred and ninety-~~fourthree~~ dollars and ~~twenty-fivefifty~~ cents (~~\$794.25693.50~~) per month. On January 1 of each calendar year, the amount of such Retiree Medical Insurance Grant shall be adjusted by the average percentage increase in Authority health plan premiums no later than the effective dates of such increase, not to exceed five (5) percent per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - b. All Authority employees who retire from the Authority and become eligible for a Retiree Medical Insurance Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an Authority "qualified health plan" and shall have ninety (90) days after attaining age sixty-five (65) to enroll in Medicare. Should a retiree fail to enroll in either

a “qualified health plan” or Medicare during the aforementioned periods or should ~~he/she~~they terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant.

- c. All former employees who did not retire from the Authority and who are eligible for a Retiree Medical Insurance Grant shall not receive the Grant until such employees reach age fifty-five (55) and request the Authority to commence distribution of the Grant no later than ninety (90) days from the former employee’s 55th birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement.

B. Eligibility Requirements for Retiree Medical Insurance Grant

1. Retiree must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). An eligible former employee must be at least age fifty-five (55) and enrolled in a recognized health plan.
2. Only employees hired before January 1, 2007, shall be eligible to participate in the Retiree Medical Insurance Grant Plan.
3. Retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year~~s~~ of service (2,080 hours), except as provided in Section 4.B.3.a, b, and c of this Article.
 - a. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
 - b. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service.
 - c. A separated employee who is less than fifty-five (55) years of age or is under normal retirement age who has requested a service or non-service connected disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement.
4. All eligible retirees, eligible former employees, and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Insurance Grant. All eligible retirees, eligible former employees, and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Retiree Medical Insurance Grant.

5. Deferred Retirement

- a. An employee who, upon separation from Authority employment, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as he/shethey becomes an active retiree. However, in order to be eligible for health care coverage provided by CalPERS, retirement must not be deferred for more than one hundred twenty (120) days after the employee separates from Authority employment.
 - b. An employee with one (1) year of employment (2,080 hours), who is not eligible for paid retirement at the time he/shethey separates from Authority service and elects deferred retirement status, shall not become eligible for participation in the Retiree Medical Insurance Grant until he/shethey becomes fifty-five (55) years of age.
6. For purposes of this Section, a full year of employment shall mean those regular hours of employment the employee worked as a regular, limited-term, and/or probationary employee. Two thousand eighty (2,080) regular hours, exclusive of overtime, shall equal one (1) full year of employment for a staff employee or Fire Division Chief. Two thousand nine hundred twelve (2,912) hours, exclusive of overtime, shall equal one (1) full year of service for a shift employee.

C. Employee Contribution

1. All employees-hired before January 1, 2007, shall contribute four percent (4%) of their base rate of pay, through a payroll deduction to be applied to the Plan.

D. Survivor Benefits

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) of the Retiree Medical Insurance Grant authorized for the retiree.
2. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section 4.D.1 of this Article or his/hortheir own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

Section 5. Defined Contribution Plan for Retiree Medical Benefits

- A. The Authority will provide only to regular, limited-term, and probationary employees hired on or after January 1, 2007, a "defined contribution plan."
- B. All employees hired on or after January 1, 2007, will be required to contribute four percent (4%) of base rate of pay to the Plan. Employees will not be permitted to contribute more than four percent (4%) of base salary towards the Plan.

- C. Employees hired before January 1, 2007, shall not be eligible to participate in the Plan. Eligibility for plan participation is based on the employees most recent date of hire with the Authority.

Section 6. Physical Examination

- A. The Authority shall provide for a full-time employee a voluntary annual physical examination by an Authority-designated physician at no cost to the employee.

Section 7. Optional Benefit Plan (OBP)

- A. The Optional Benefit Plan is a cash allotment which allows employees the option to take the benefit as taxable cash and/or apply the allotment to the cost of non-taxable benefits as described in the Authority's Section 125 Cafeteria Plan, based on personal preferences.

- B. Each eligible employee shall be entitled to select benefits at a cost to the Authority not to exceed two thousand one hundred dollars (\$2,100) each calendar year period~~the amounts shown in Sections 8.B.1 and 8.B.2 of this Article.~~

~~1. For employees in the Fire Division Chief classification, the OBP amount shall be two thousand one hundred dollars (\$2,100) each calendar year period.~~

~~2. For employees in the Fire Battalion Chief classification, the OBP amount shall be one thousand nine hundred dollars (\$1,900) each calendar year period.~~

- C. The purpose of the OBP is to provide options to individual employees to best meet the needs of themselves and dependents while relieving the employee of external influences that might impair ~~his/her~~their performance.

- D. OBP shall be administered in accordance with the stated purpose. To be eligible, each employee must file an Intent to Participate form in accordance with provided instructions. If an employee does not file an Intent to Participate form prior to the commencement of the OBP, the employee's eligibility date shall be the first of the month following the date the employee files the Intent to Participate form. The amount available to the employee shall be prorated based on month(s) of eligibility. An employee's designations are irrevocable, unless ~~he/she~~they ~~have~~has a change in family status. Eligible expenses must be incurred during an OBP period in which an employee is eligible and has sufficient fund balance to cover the expense. Claims may be filed at anytime during the plan period, and all claims must be filed no later than two (2) months following the close of the OBP period. Upon approval and required written authorization, payment shall be made.

- E. An employee is eligible to receive the OBP, provided ~~he/she~~they ~~are~~is continuously employed in a full-time capacity. Employees hired or promoted after the commencement of an OBP shall be eligible for the OBP on a prorated basis the first day of the month following the twenty-eighth day in the unit.

- F. Any portion of the optional benefit not incurred within the OBP period shall remain Authority funds.

Section 8. FLEXIBLE SPENDING ACCOUNTS

- A. Medical Flexible Spending Account - The Authority will administer a Medical Flexible Spending Account that will allow employees to contribute pre-tax dollars into an account that can be used throughout the year on qualified medical, dental, and vision expenses for both the employee and their dependents.
- B. Dependent Care Flexible Spending Account - The Authority will administer a Dependent Care Flexible Spending Account that will allow employees to receive reimbursement of eligible, work-related dependent care expenses using pre-tax dollars.

Section 98. OCFACOA Supplemental Retiree Medical Plan

The Authority will deduct from all employees an amount from their base salary to be deposited into a Supplemental Retiree Medical Plan Trust administered by the Orange County Professional Firefighters Association. This action shall be taken in accordance with the OCFACOA Supplemental Retiree Medical Plan Agreement found in Appendix B of this Memorandum of Understanding.

ARTICLE XIV

UNIFORMS, PROPERTY, SERVICES, AND EQUIPMENT

Section 1. Uniforms

- A. Except as provided in Section 1.B of this Article, the Authority shall provide and replace as required—but shall not launder or dry clean—the following:
1. Required uniforms, including protective clothing and station work shoes; and
 2. Wildland boots.
- B. When an employee requests a station work shoe and/or a required wildland boot, other than those provided by the Authority pursuant to Section 1.A of this Article, the Authority may—at its sole discretion—authorize such employee to purchase an alternative Authority-approved station work shoe and/or wildland boot. In such cases, the employee shall be reimbursed for ~~his/her~~their cost of purchasing the Authority-approved station work shoes to a maximum of seventy dollars (\$70) per pair of station work shoes and/or one hundred twenty-five dollars (\$125) per pair of wildland boots.

Section 2. Turnout Clothing and Equipment

- A. The Authority shall provide, replace as required, and maintain the following:
1. Turnout clothing and equipment;
 2. Necessary cooking, food refrigeration, and housekeeping equipment, including cooking and eating utensils; and
 3. Necessary community linen supplies and blankets, including laundry.
 4. A cold weather uniform jacket approved by the Authority.

ARTICLE XV

RETIREMENT

Section 1. Eligibility

Employees in the Unit are included in the Orange County Employees Retirement System as determined by their date of entry into eligible service.

Section 2. Final Compensation

"Final Compensation" For Legacy Members of OCERS, in accordance with Government Code Section 31462(a) "Final compensation" means the average annual compensation earnable by a member during any three years elected by a member at or before the time they files an application for retirement, or, if they fails to elect, during the three years immediately preceding their retirement. If a member has less than three years of service, their final compensation shall be determined by dividing their total compensation by the number of months of service credited to ~~them~~him or her and multiplying by 12.

Section 3. Cost-of-Living Adjustments

Members' normal cost-of-living contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Board of Retirement and the Board of Supervisors.

Section 4. Retirement Formulas And Employee Contributions

A. Retirement Formula:

1. Employees Hired Prior to June 30, 2012: These Employees shall receive the three percent at fifty (3% at 50) retirement formula as per California Government Code Section 31664.1.
2. Employees Hired On or After July 1, 2012 Who Are Not Defined As "New Members" Under the Public Employees' Pension Reform Act of 2013: These Employees shall receive the three percent at fifty-five (3% at 55) retirement formula as per California Government Code Section 31664.2.

B. Employee Contributions To the Retirement System

1. Employees shall pay the maximum required member contribution based on age of entry to OCERS, as required by OCERS.
2. The contributions provided above shall continue during the employee's employment with the Authority, or until such time that the employee qualifies under GC 31664.1(c).

C. For Employees Hired on or After January 1, 2013 who are considered "New Members" Within the Meaning of PEPRA.

1. The retirement formula will be the “2.7% at 57” retirement formula per Government Code Section 7522.25(d), utilizing the average three highest years of compensation per Government Code Section 7522.32. Pensionable compensation, including employee contributions and other pension related conditions are governed by the provisions of the law.

ARTICLE XVI

DEFERRED COMPENSATION

An employee in a regular or limited-term position may, at ~~his/her~~their request, participate in the Authority's Deferred Compensation Plan.

Advisory Deferred Compensation Committee

The parties shall maintain a standing joint labor/management advisory committee to oversee the deferred compensation program (which includes retiree health savings). The committee shall include two representatives from the Association. The committee chairperson shall be the current fiduciary of the OCFA deferred compensation plan. Meetings will be scheduled for January and July or on an as needed basis. The general purpose will be to review and make recommendations on the following matters:

1. Review and provide input on selection of independent deferred compensation consultants.
2. Review and provide input on the consultant's fund lineup recommendations.
3. Review and provide input on new plan features being offered.
4. Review and provide input on customer service and internal educational workshops for plan participants.
5. Review and provide input on service delivery of the current service contract.
6. Review and provide input on the future competitive bidding process for deferred compensation.

ARTICLE XVII

ASSOCIATION RIGHTS

Section 1. Payroll Deductions

- A. Membership dues of Association members in the Fire Management Unit shall be deducted by the Authority from the pay warrants of such members. The Authority shall promptly transmit the dues so deducted to the Association on a monthly basis.
- B. The Association shall notify the Authority, in writing, as to the amount of dues uniformly required of all members of the Association.

Section 2. Employee Information Listing

- A. The Authority shall provide the Association once every 120 days with a complete and current listing of all employees in the Fire Management Unit. Such listings shall include employee name, job classification, section, base hourly rate, hire date, personal email and phone number contacts. However, employees can opt-out of providing their personal email and phone numbers to the Association.

Section 3. Use of Authority Facilities

- A. The Association may, with the approval of the Human Resources Director, hold meetings of its members on Authority property during non-working hours, provided request is made to the Human Resources Director as to the specific location and dates of the meeting prior to such meeting.

ARTICLE XVIII

SEPARABILITY

In the event that any provision of this MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU it being the express understanding of the parties and the Association that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX

MANAGEMENT RIGHTS

Any of the rights, powers, or authority the Authority had prior to the signing of this MOU are retained by the Authority, except those specifically abridged, delegated, or modified by this MOU, provided that such management rights do not restrict employees from filing grievances as provided in the grievance procedure.

ARTICLE XX

RECOGNITION

Pursuant to the Employee Relations Resolution of the Orange County Fire Authority and applicable State law, the Orange County Fire Authority Chief Officers Association is the exclusively recognized employee organization for the Fire Management Unit as identified in Appendix A.

ARTICLE XXI

TRANSFER OF FUNCTIONS

In the event the Authority plans to enter into any agreement with another public employer, which involves the transfer of functions now being performed by employees in the Fire Management Unit, the Authority will advise such public employer of the existence and terms of this MOU. The Authority shall consult with the Association in a timely manner to discuss the impact on employees in the Fire Management Unit of such transfer functions.

ARTICLE XXII

COMPENSATION

Section 1. Base Salary Adjustments

- A. Effective in the pay period which includes July 1, 2023 (pay period 15), EMT pay of 6.5% will be added to base salary for all employees in the bargaining unit who are eligible to receive the EMT pay effective July 1, 2023. The salary ranges for Battalion Chief and Division Chief will be adjusted for this 6.5% increase. Employees who do not have their EMT certification will be Y-rated at the salary they would receive without EMT pay being included in their salary.
- B. Effective in the pay period which includes July 1, 2023 (pay period 15), after the EMT pay is added to base salary, employees in the unit shall receive a three and twenty-eight and one-half one hundredths percent (3.285%) base salary increase.
- C. Effective in the pay period which includes July 1, 2024 (pay period 15), employees in the unit shall receive a two and one quarter percent (2.25%) base salary increase.
- D. Effective in the pay period which includes July 1, 2025 (pay period 15), employees in the unit shall receive a two and one quarter percent (2.25%) base salary increase.
- E. Effective in the pay period which includes July 1, 2026 (pay period 15), employees in the unit shall receive a two and one tenth percent (2.10%) base salary increase.

Section 2. Range Adjustment

A. Fire Battalion Chief

- 1. Effective in the pay period which includes July 1, 2023 (pay period 15), the three-step salary range for Fire Battalion Chief will be changed to a salary range by moving the bottom of the range to the existing mid-point of the salary range for Fire Battalion Chief and leaving the top of the salary range unchanged. This will occur prior to the additional base salary increase in Section 1 above.
- ~~4.2.~~ The base salary of the classification of Fire Battalion Chief shall be at least ~~twenty-twoseventeen~~ and five-tenths percent (2217.5%) higher than the base salary of the top step of the salary range for Fire Captain (inclusive of EMT and Company Officer Certification pay for top-step Fire Captain).
- ~~2.3.~~ The top of the salary range of Fire Battalion Chief shall be equal to five percent (5%) above the bottom of the Battalion Chief range. ~~at least twenty-seven and five-tenths (27.5%) percent above the top step of the salary range of Fire Captain. Adjustments to the range, when required, shall be made within the pay period that the range drops below the percentage stated in this provision.~~

B. Fire Division Chief

~~The bottom of the salary range for Fire Division Chief shall be equal to and be maintained at the top of the salary range for Fire Battalion Chief.~~

1. Effective in the pay period which includes July 1, 2023 (pay period 15), the two-step salary range for Fire Division Chief will be changed to a single pay rate. The ~~single pay rate top of the salary range~~ of Fire Division Chief shall be equal to and be maintained at ~~approximately~~ thirteen and seventy-five-hundredths (13.75) percent above the top of the salary range for Fire Battalion Chief. ~~bottom of the salary range.~~ Adjustments to the single pay rate range, when required, shall be made within the pay period that the ~~single pay rate range~~ drops below the percentage stated in this provision.

Section 3. Specialty Pay

A. Bilingual Pay

1. Qualified employees who meet the following criteria, shall receive an additional twenty-five (25) cents per hour (approximately forty-three [43] dollars per month) for all hours actually paid:
 - a. An employee must be conversant in one (1) of the pre-designated languages to qualify to receive bilingual pay:
 - Spanish
 - Vietnamese
 - Korean
 - American Sign Language
 - Chinese/Mandarin/Cantonese
 - b. Other languages may qualify on a case-by-case basis.
 - c. The employee must be approved by the Human Resources Director or their designee as per Standard Operating Procedures.
2. Bilingual pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.
3. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
4. An employee shall not be eligible to receive bilingual pay for more than one language.

B. Educational Incentive Pay

1. An employee who has satisfactorily completed the equivalent of sixty (60) college-level semester units or has obtained a California State Fire Marshal Chief Officer Certification (or Chief Fire Officer after January 1, 2017) shall receive educational incentive pay of two and one half percent (2.5%) of the

employee's base salary per month, prorated on an hourly basis for all regular hours paid.

This pay is also available to employees who successfully completed the California State Fire Marshal Chief Officer Certification requirements listed below in a-c prior to December 31, 2016.

a. Chief Officer Courses:

- i. Fire Command 2A, 2B, 2C, 2D, and 2E
- ii. Fire Management 2A, 2B, 2C, 2D, and 2E
- iii. ICS 400

b. Possess a minimum of five (5) years of full-time, paid experience in a California fire department as a firefighter performing suppression duties.

c. Possess a minimum of two (2) years of full-time, paid experience at the rank of Fire Captain or above.

4.2. An employee who has satisfactorily completed the equivalent of sixty (60) college-level semester units and has also obtained a California State Fire Marshal Chief Officer Certification (or Chief Fire Officer after January 1, 2017) shall receive educational incentive pay of five percent (5%) of the employee's base salary per month, prorated on an hourly basis for all regular hours paid. An employee who has successfully completed the California State Fire Marshal Chief Officer Certification requirements listed above in paragraph B.1.a-c (as well as the required college units) shall also be eligible for this pay.

2.3. An employee who has obtained a Bachelor's degree or higher, or has obtained a National Fire Academy Executive Fire Officer Certification (or Executive Chief Fire Officer after January 1, 2017), shall receive educational incentive pay of seven and one-half percent (7.5%) of the employee's base salary per month, prorated on an hourly basis for all regular hours paid.

4. An employee who meets one of the following two criteria shall receive educational incentive pay of ten percent (10.0%) of the employee's base salary per month, prorated on an hourly basis for all regular hours paid:

a. Master's degree or higher, or

b. California Department of Forestry and Fire Protection Office of the State Fire Marshal State Fire Training Executive Chief Officer Certification plus one of the following:

- i. Bachelor's Degree, or
- ii. National Fire Academy Executive Chief Officer Certification (NFA)

3.5. The maximum attainable educational incentive pay is ~~tenseven and one-half~~ percent (10.07.5%) of base salary per month.

4.6. Educational incentive pay is not applied to overtime/backfill hours.

~~5.7.~~ To receive educational incentive pay, the employee must:

- a. Submit a written request to receive the educational incentive pay, and;
- b. Submit proof of qualification satisfactory to the Human Resources Director (grade cards, transcripts, and/or other verification from an accredited college-level educational institution shall constitute satisfactory proof of qualification).

~~6.8.~~ Payment of the educational incentive pay shall begin with the pay period following verification of the employee's eligibility.

9. The educational incentive pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

C. Staff Assignment Pay

1. A Fire Battalion Chief assigned as a staff employee or in a designated staff position shall receive staff assignment pay of ten percent (10%) of the employee's base salary per month during such assignment, prorated on an hourly basis for all regular staff hours paid. A shift employee assigned to a light duty assignment shall not be eligible for staff assignment pay.
2. Staff assignment pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

D. Duty Officer Compensation

1. The classification of Fire Division Chief shall be assigned as Duty Officer and shall receive duty officer compensation of seven and one half percent (7.5%) percent of the employee's base salary per month, prorated on an hourly basis for all regular hours paid. This amount will increase to eight and one half percent (8.5%) in the pay period which includes July 1, 2023 (pay period 15), then increase to nine and one half percent (9.5%) in the pay period which includes July 1, 2024 (pay period 15), and then increase to ten percent (10.0%) in the pay period which includes July 1, 2025 (pay period 15) When a Fire Division Chief is substantially unable to respond to call back and perform the required duties of Duty Officer, ~~he/shethey~~ shall not receive the duty officer compensation. Temporary assignment and approved leaves shall not be considered as restricting receipt of duty officer compensation.
2. Duty officer compensation shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

E. EMT Certification or Paramedic License Requirement and Pay

All ~~ny~~ employees ~~newly promoted or hired into~~ the bargaining unit ~~after July 1, 2020,~~ must maintain a California Emergency Medical Technician (EMT)

~~Certification or paramedic license. If a newly hired employee does not have the certification or license, that employee shall have six (6) months in which to obtain it.~~

~~Any employee newly promoted or hired into the bargaining unit after July 1, 2020, who loses their certification or license shall be provided six (6) months in which to re-obtain it, provided however, the employee shall not receive the pay set forth in this section during the period when their certification or license was not valid.~~

~~Any employee who was in the bargaining unit on July 1, 2020, who maintains a California EMT Certificate or paramedic license, shall receive the pay described below. These employees shall not be required to maintain the certification or license, and pursuant to Article XXII, Section 1.A. shall be Y-rated not receive the pay unless and until they are certified or licensed.~~

The Authority will provide recertification opportunities for all members of the unit.

~~Effective with the pay period including July 1, 2020, employees will receive, in addition to their regular salary, four and one half percent (4.5%) of each employee's base salary for their regularly scheduled hours (i.e., not for overtime hours) once they have received (and provide proof of receipt) of their EMT Certification and/or paramedic license.~~

~~Effective with the pay period including July 1, 2021, employees, will receive, in addition to their regular salary, an additional one and three quarters' percent (1.75%) for a total of six and one quarter percent (6.25%) percent of each employee's base salary for their regularly scheduled hours (i.e., not for overtime hours) once they have received (and provide proof of receipt) of their EMT Certification and/or paramedic license.~~

~~Effective with the pay period including July 1, 2022, employees, will receive, in addition to their regular salary, an additional one quarter of one percent (.25%) for a total of six and one half percent (6.5%) percent of each employee's base salary for their regularly scheduled hours (i.e., not for overtime hours) once they have received (and provide proof of receipt) of their EMT Certification and/or paramedic license. Effective in the pay period which includes July 1, 2023 (pay period 15), per Article XXII, Section 1.A. this EMT pay shall end as it is being included in base salary.~~

EMT Certification or Paramedic License pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

F. Longevity Pay

~~Effective July 1, 2022, employees shall receive three percent (3%) of their base pay for their regularly scheduled hours (i.e., not for overtime hours) as longevity pay at the commencement of their third year in a bargaining unit position. Effective in the pay period which includes July 1, 2023 (pay period 15) on the commencement of their sixth year in a bargaining unit position, this amount will increase to six percent (6.0%).~~

Longevity Pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

CONTRACT SIGNATURES

**Orange County Fire Authority
Chief Officers Association**

Orange County Fire Authority

Tim Perkins
Chief Officers Association President

Lori Zeller
Deputy Chief, Administration and
Support

Mike Summers
Director

~~Mark (Pokey) Sanchez~~ Terry (TJ)
McGovern
Deputy Chief, Operations

~~Robert Capobianco~~ Director

~~Tamaryn Boston~~ Stephanie
Holloman, Assistant Chief, Human
Resources ~~Manager~~

~~Shane Sherwood~~ —
Director

Sam Penrod,
Human Resources Manager

~~Dave Phillips~~ —
~~Business Agent~~

Robert Wexler
Labor Negotiator

Peter J. Brown
Labor Negotiator

APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Classes included in the Fire Management Unit as of July 1, 202~~30~~:

5805	Fire Battalion Chief Suppression
5806	Fire Battalion Chief Staff
5807	Fire Division Chief

APPENDIX B

SIDE AGREEMENTS

- OCFACOA Supplemental Retiree Medical Plan Agreement
- Transition of Employment Agreement

**OCFACOA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION,
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631
AND
ORANGE COUNTY FIRE AUTHORITY
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH ~~SEPTEMBER~~ ~~June~~ 30,
2023**

IN CONSIDERATION OF the mutual covenants, promises, and conditions set forth herein below and pursuant to Article XXV of the 2001-2013 Memorandum of Understanding (MOU) between the Orange County Fire Authority Chief Officers Association (OCFACOA), and the Orange County Fire Authority (Authority) the parties agree as follows:

1. The Authority will deduct from the biweekly pay of all regular, limited term, part-time (at least 20 hours per week) and probationary employees, who have elected to enroll in this program, an amount equal to the sum of one percent (1%) of top of the salary range for Fire Battalion Chief plus twelve (12) dollars biweekly to be deposited into a Supplemental Retiree Medical Plan trust fund, administered by the Orange County Professional Firefighters Association - Local 3631 (OCPFA), which will serve as a supplement for the Authority's Retiree Medical Benefit Program. The program will be identified as the OCFACOA Supplemental Retiree Medical Plan and will be separate and apart from the current OCFA Retiree Medical Program(s) and will be for the sole purpose set forth in Paragraphs 2 and 3.
2. Beginning April 2, 2004 (Pay Period 9), the OCPFA will administer a Supplemental Retiree Medical Plan benefit for (a) all enrolled members of the Fire Management Bargaining Unit and (b) all enrolled members leaving the bargaining unit who remain employed elsewhere by the Authority and who sign deduction authorization cards permitting an amount equal to the sum of one percent (1%) of the top of the salary range for Fire Battalion Chief plus twelve (12) dollars biweekly to be used for that purpose. "Enrolled members" means employees in those positions set forth in Appendix A of the Fire Management Unit MOU and any position subsequently added to the unit by action of the Authority Board of Directors, who sign deduction authorization cards pursuant to this agreement.
3. The Supplemental Retiree Medical Plan shall be used to provide cash payments to eligible employees who retire from the Authority on or after April 2, 2004 to be used solely for the purpose of reducing the retiree's cost of OCFA provided health insurance.
4. All costs of providing and administering this Plan shall be the sole responsibility of OCPFA and OCFACOA. Except for the obligation to transmit funds to the Supplemental Retiree Medical Plan Trust, the Authority shall not be responsible for any cost of providing or administering said Plan.
5. OCPFA shall provide the Authority with a copy of an annual audit of administering the Supplemental Retiree Medical Plan. The annual audit report shall include actual cost of the Supplemental Retiree Medical Plan, expenditures and details of how all funds are administered. All books and records related to the administration and provision of such Plan shall be available to audit and/or inspection by the Authority or its agents upon request and a 30-day notice.
6. OCPFA represents that it is or has created an Internal Revenue Code Section 501(c)(5) and/or (9) entity and that it has created a Voluntary Employees Beneficiary Association (VEBA) within the meaning of the Internal Revenue Code such that the one percent (1%) herein may be treated as non-taxable compensation. In entering this Agreement, the Authority is relying on said representation and on OCFACOA's and OCPFA's compliance with all laws and regulations relating to the provision of the benefits provided herein on a pre-tax basis.
7. OCPFA and OCFACOA shall defend, indemnify and hold the Authority, its Directors, Officers, Agents and employees harmless from any claims, costs or legal action arising out of, or in any way related to the Supplemental Retiree Medical Plan administered and/or provided pursuant to this Agreement. The Authority shall have the right to select counsel for any defense hereunder. "Claims, costs or legal action" shall include, but not be limited to fees, penalties and damages claimed by employees, retirees or government agencies.

8. Any dividends paid, premiums refunded or other rebates or refunds made under any plan or policy shall be the property of the Authority; provided, however, that said funds will be transmitted to the OCPFA for the Retiree Medical Supplemental Plan trust fund purposes.
9. The provisions of this Agreement shall not be subject to the grievance and arbitration provisions of the Parties' separate MOU.
10. This Agreement shall terminate upon the occurrence of any of the following events: (a) written request by OCPFA or OCFA COA, (b) dissolution of the trust fund or (c) cessation of trust fund benefits.
11. This Agreement is the entire, integrated agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and discussions. The Parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the Parties to this Agreement.
12. This Agreement shall not be construed in favor or against any party, regardless of which party drafted or participated in the drafting of its terms.
13. OCPFA represents that it is legally authorized to provide and administer the benefits as set forth in this agreement.

**TRANSITION OF EMPLOYMENT AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION
AND
ORANGE COUNTY FIRE AUTHORITY
TERM OR AGREEMENT: SEPTEMBER 28, 2006 THROUGH ~~SEPTEMBER~~JUNE 30, 2027³**

In consideration of the Orange County Fire Authority's ("OCFA") intent to, by contractual agreement, provide fire services for public agencies within Orange County who had previously provided fire services through their own Fire Department, the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association ("OCFACOA") agree to the following provisions involving the transition of employees from other public fire service agencies within Orange County to employment with the OCFA:

1. Except as specifically modified in 2, 3, 4, and 5 below, seniority for transitioning public fire service agency employees shall be based on the dated of transition from the public fire service agency to the OCFA.
2. Transitioning public fire service agency employees' continuous employment with the public fire service agency from which they are transitioning shall be considered the same as continuous employment with the OCFA for the purpose of:
 - A. Sick leave and vacation accruals, and
 - ~~B.~~ B. Meeting minimum requirements for promotional opportunities; and
 - ~~B-C.~~ B-C. Eligibility for Longevity Pay pursuant to Article XXII Section F of the MOU.
3. Transitioning public fire service agency employees' continuous employment with the public fire service agency from which they are transitioning shall be considered the same as continuous employment with the OCFA for the purpose of layoff seniority within the limitations described below:
 - A. Credit for public fire service agency time for layoff seniority shall be limited to the number of safety (suppression) employees required for the service level agreed to by the contracting public fire service agency. Transitioning employees in excess of this number shall not receive credit for these purposes, except as specified in 3.B. below.
 - B. When an employee, who has received seniority credit pursuant to 3.A above, leaves employment with the OCFA, the provisions of 3.A. above shall be applied to the transitioned employee who has the longest continuous service in the same public fire service agency, but who has not previously received credit for seniority under the provisions of 3.A. above.
4. To the extent not provided with their transition to employment with the OCFA, the parties agree to apply the provisions of 3.A and 3.B above to employees who previously transitioned to the OCFA from the cities of Stanton and Seal Beach
5. To the extent not provided with their transition to employment with the OCFA, the parties also agree to apply the provisions of 3.A. and 3.B. above to employees who on or before July 1, 1980 transitioned to the OCFA from the California Department of Forestry.
6. Nothing in this Agreement shall be construed in a manner that would provide credit for service with a public fire service agency other that the OCFA for any purpose not specifically provided herein.

7. The parties agree that this Agreement resolves all issues regarding seniority for employees transitioning from the California Department of Forestry and cities of Stanton and Seal Beach and all issues regarding seniority for employees transitioning in the future from other public fire service agencies within Orange County pursuant to service contracts with the OCFA.
8. The parties agree that this Agreement shall not serve as a precedent for any grievance, dispute, lawsuit or appeal between the parties, excepting those issues specifically resolved by this Agreement.
9. Disputes regarding the application of the provisions of this Agreement shall not be subject to appeal through the Grievance Procedure set forth in Article IX of the Fire Management Unit Memorandum of Understanding.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 22, 2023

Agenda Item No. 3B
Discussion Calendar

**Approval of Memorandum of Understanding
Orange County Fire Authority Managers Association**

Contact(s) for Further Information

Stephanie Holloman, Assistant Chief stephanieholloman@ocfa.org 714.573.6353
Human Resources Department

Lori Zeller, Deputy Chief lorizeller@ocfa.org 714.573.6020
Administration & Support Bureau

Summary

This item is submitted for approval of a Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Fire Authority Managers Association (OCFAMA), with a term of June 23, 2023 through June 22, 2027.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve the proposed MOU between the Orange County Fire Authority and the Orange County Fire Authority Managers Association for a term of June 23, 2023 through June 22, 2027.

Impact to Cities/County

Increases to OCFA salary costs result in increases to cash contract city charges. In general, for our cash contract cities, the cost of the proposed MOU represents an incremental increase of 0.09% in year one, 0.07% in year two, 0.06% in year three, and 0.07% in year four to cash contract city charges.

Fiscal Impact

Increased Cost Funded by Structural Fire Fund *(over 4 years)*: \$1.06M

Increased Cost Funded by Cash Contract Cities *(over 4 years)*: \$0.28M

The impact of the proposed MOU is the equivalent-cost of a 13.95% salary increase over four years.

Background

The Meyers-Milias-Brown Act provides for recognized employee organizations to meet with employers and represent public employees through the meet and confer process in matters relating to hours, wages and working conditions. Once agreement is reached, both parties jointly prepare a written MOU, which is presented to the governing body for approval.

Our negotiations with OCFAMA for this successor MOU began in March 2023, with the OCFA Board-appointed professional labor negotiator, Peter Brown/Liebert Cassidy Whitmore, serving as the Chief Negotiator. We are pleased to report that a Tentative Agreement (TA) was reached

with OCFAMA on May 8th. Voting by OCFAMA members, resulting in successful ratification of the proposed MOU, was completed on May 24, 2023.

A summary of the significant deal points in the proposed MOU include:

- Term: June 23, 2023, through June 22, 2027.
- Salary Increases: Base salaries are increased for all employees in the bargaining unit by 4.25% effective June 30, 2023, 2.3% effective June 28, 2024, 2.5% effective June 27, 2025, and 2.5% effective June 26, 2026.
- Longevity Pay: Effective June 28, 2024, Longevity Pay is added for each bargaining unit employee at the level of 1.5% upon commencement of their fifth year in an OCFAMA bargaining unit position, increasing to 3% upon commencement of their tenth year in an OCFAMA position.
- Optional Benefit Plan: Effective January 1, 2024, the annual cash allotment provided under the Optional Benefit Plan (OBP) will be increased from \$1,900 to \$2,065 per year, per employee. OBP is a non-base-building cash allotment which can be taken as taxable cash or can be applied to offset the cost of employee insurance benefits.
- MOU Language Changes: Numerous language changes were made throughout the MOU including: (1) miscellaneous clean-up changes, (2) modifications to the pay on promotion language to balance the starting pay for an existing OCFA employee promoting into the OCFAMA bargaining unit, vs. a new manager hired externally into OCFAMA, and (3) removal or modification of provisions scheduled to sunset with MOU expiration.

Attachment(s)

Proposed redlined version of MOU between the Orange County Fire Authority and the Orange County Fire Authority Managers Association

(Note: The attachment has been posted on OCFA's website in compliance with the Board's seven day posting requirement for labor documents and is also on file in the Office of the Clerk.)

Tentative Agreement - May 8, 2023

**MEMORANDUM OF UNDERSTANDING
202~~32~~-202~~73~~ BETWEEN THE
ORANGE COUNTY FIRE AUTHORITY
AND
ORANGE COUNTY FIRE AUTHORITY MANAGER~~S~~**MENT**
ASSOCIATION**



This is a consolidated Memorandum of Understanding that sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Fire Authority Manager~~s~~**ment** Association for the period beginning June 23, 202~~32~~ through June 22, 202~~73~~. All economic provisions go into effect either on the date specifically provided for in this MOU or on the first date of the pay period following Board approval if not specifically addressed.

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ARTICLE I

GENERAL PROVISIONS

Section 1. Term

The provisions of this Memorandum of Understanding (“MOU”) shall commence on June 23, 202~~3~~² unless another implementation date is specified within the MOU, and shall expire on June 22, 202~~3~~³. During the term of this MOU, the parties agree that if they mutually agree to reopen the MOU on any subject addressed in the MOU, they can do so. However, neither party is obligated to reopen as it requires a mutual agreement to reopen on subjects addressed in the MOU.

Section 2. Recognition

The Orange County Fire Authority Board of Directors (“Board”) hereby recognizes the Orange County Fire Authority Management Association (hereinafter “Association” or “OCFAMA”) as the exclusive representative of the employees in the unit of managers in employee classifications listed in Appendix A to this MOU.

Section 3. Severance

In the event that any provision of this MOU is declared invalid by a court, the parties agree that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE II

COMPENSATION

Section 1. Establishment of Base Salary and Base Salary Adjustments

A. The base salaries for employees in the unit are set forth in the salary schedule of this MOU which is included as Appendix B of this MOU.

B. Compensation Increases

1. Effective June 30, 2023 (pay period 15), employees in the unit shall receive a four and one quarter (4.25%) base salary increase.
2. Effective June 28, 2024 (pay period 15), employees in the unit shall receive a two and three-tenths percent (2.30%) base salary increase.
3. Effective June 27, 2025 (pay period 15), employees in the unit shall receive a two and one-half percent (2.50%) base salary increase.
4. Effective June 26, 2026 (pay period 15), employees in the unit shall receive a two and one-half percent (2.50%) base salary increase.

B.C. Employees shall receive compensation on a salary basis at a biweekly rate within the range and step assigned to the class in which they are employed.

C.D. The Fire Chief may, in those instances where they determine that it is in the best interest of the Authority, approve additional individual salary increases, provided that the amount, when added to any other increase, shall not exceed fifteen percent (15%); however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.

D.E. If any employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies, such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances such as special projects, excessive call backs, etc., the Fire Chief, any Assistant Chief or Director may authorize additional compensation for such an employee or group of employees whom the Fire Chief, any Assistant Chief or Director determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period. The Fire Chief, any Assistant Chief or Director may also authorize Management Administrative Leave (MAL) for members of the OCFAMA bargaining unit in lieu of compensation provided within this paragraph. MAL will not have cash value and cannot be cashed out (as permitted per agreement by Labor Code Section 227.3) at any time including at the end of employment. MAL can be used just like vacation by making a request to use it with each employee's supervisor.

E.F. No employee's base salary shall exceed the maximum of the salary range, except

pursuant to the Y-Rate provisions in Article II, Section 4 of this MOU.

~~F.G.~~ No employee's salary shall be less than the minimum rate in the range assigned to the class they are employed.

~~G.H.~~ At any time, the Association may request that the Authority conduct a classification and/or compensation analysis of any of its bargaining unit classifications. The Authority is under no obligation to conduct the analysis and its decision as to whether to do so remains within its discretion and not subject to the filing of a grievance.

Section 2. Establishment of Base Salary for New Employees

- A. The Assistant Chief/Human Resources Director may authorize the appointment of new employees at any rate up to the middle of the salary range. Such appointment may be made only when, at the discretion of the Assistant Chief/Human Resources Director, there is a direct and measurable benefit to the Authority for such appointment.
- B. The Fire Chief may authorize the appointment of new employees at any rate within the salary range. Such appointment may be made only when, at the discretion of the Fire Chief, there is a direct and measurable benefit to the Authority for such appointment.

Section 3. Base Salary on Promotion

- A. Except as provided by paragraphs B and C of this Section, an employee promoted to a position in a class with a higher salary range shall receive the higher of the following rates:
 - 1. The ~~middle recruiting rate (i.e., the bottom~~ of the salary range allocated to the higher class); or
 - 2. A ~~five and one half ten~~ percent (~~10.05-5~~%) increase over the salary ~~(base salary + if applicable, bilingual pay)~~ received prior to promotion. Salary shall include base salary and all qualified specialty pays received prior to the promotion. Qualified specialty pays are those pays which are not offered to classifications in this bargaining unit including but not limited to the following: Educational Incentive Pay, Air-Pack Certification Pay, Emergency Medical Dispatch Pay, Plan Review Pay, and the difference between the Bilingual Pay received prior to promotion, compared to the Bilingual Pay that will be received after promotion.
- B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary rate no higher than the rate that the employee would have achieved if the employee had remained in the class to which they are promoted and had demonstrated at least standard performance.
- C. Notwithstanding paragraph A of this Section, an employee who is promoted may receive a salary increase of up to fifteen percent (15%) if authorized by the Fire Chief upon recommendation of the Assistant Chief/Human Resources Director.

Section 4. Base Salary on Reassignment or Reclassification

The base salary of an employee who is reassigned or whose position is reclassified shall be

determined as follows:

- A. If the position is reassigned or reclassified to a class with the same salary range, the base salary of the employee shall remain the same as in the former class.
- B. If the position is reassigned or reclassified to a class with a higher salary range, the employee's compensation shall be moved to the higher range. The employee's initial base salary in the new higher range shall either remain the same (if it is already within the higher range) or be increased at the discretion of the Assistant Chief/Human Resources Director.
- C. If the position is reassigned or reclassified to a class with a lower salary range and the employee's current base salary exceeds the maximum of the new class, the base salary of the employee shall be "Y-rated" and thus maintained and not increased until the employee's base salary in the reassigned to or reclassified into position exceeds the employee's previous compensation. "Y-rate" shall mean a pay outside of the assigned salary range of a class. If the position is reassigned or reclassified to a class with a lower salary range and the employee's current base salary falls within the lower salary range, the base salary of the employee shall remain the same. If the employee is not at the top of their range, the date they are eligible for their next merit increase will not change.

Section 5. Base Salary on Reemployment

- A. A person who is reemployed in the bargaining unit who was a non-probationary employee when they left employment at the Authority may, upon approval of the Assistant Chief/Human Resources Director, be appointed at a rate higher than the recruiting rate, but no higher than the rate the person occupied at the time of separation.
- B. A retiree of the Authority may be reemployed for the maximum allowable time under the law and may be appointed to the position at any rate on the salary range.

Section 6. Acting Pay

- A. When an employee is temporarily assigned to a vacant higher-level position, the employee shall be granted Acting Pay equivalent to five and one half percent (5.5%) above their base rate of pay, or the top step of the classification to which the employee is temporarily assigned, whichever is less. Acting Pay is only applicable in the event of a position vacancy or long-term leave of absence.
- B. An employee becomes eligible for Acting Pay once they have worked in excess of 80 continuous hours per calendar year during which the employee is required to perform the duties of the higher-level position. At the conclusion of the acting assignment, the employee's base salary shall be reduced to the salary the employee was previously receiving inclusive of any base salary increase provided to the unit as well as any merit increase (if applicable) the employee would have earned while they were acting.
- C. An employee who was not at the top of their salary range when temporarily assigned to the higher classification shall maintain their merit increase eligibility date in their regular lower classification. If the employee is granted a merit increase in the lower class, their

Acting Pay shall be adjusted in accordance with Section 7 of this Article.

D. Acting Pay shall not exceed a period of one (1) year.

Section 7. Annual Merit Review Program

A. The Annual Merit Review Program establishes the award of performance salary increases to eligible employees. The Annual Merit Review Program shall be administered as follows:

1. The annual performance rating period shall be August 1 through July 31.
2. Employees may be rated "Substandard," "Standard," or "Above Standard."
3. Performance salary increases shall be awarded as follows:

Rating	Performance Salary Increase
Substandard	None
Standard	2.75% increase not to exceed the top of the salary range
Above Standard	5.5% increase not to exceed the top of the salary range

4. Performance salary increases shall be effective on the first day of the first pay period that includes September 1, regardless of the date the reviews are completed. The following dates reflect the effective pay period as described in this provision:

Performance Salary Increase Effective Date	Pay Period #
August 26, 2022	19
August 25, 2023	19
<u>August 23, 2024</u>	<u>19</u>
<u>August 22, 2025</u>	<u>19</u>
<u>August 21, 2026</u>	<u>19</u>
<u>August 20, 2027</u>	<u>19</u>

5. Performance salary increases within a range shall not be automatic. They shall be based upon job performance and granted only upon the affirmative recommendation of the employee's supervisor with the approval of the next level supervisor.

B. Eligibility for Annual Merit Review Program

1. Except as provided in B.2 below, all employees are eligible to receive performance salary increases through the Annual Merit Review Program.

2. An employee hired or promoted into a classification in this unit on or after March 1 shall not be eligible to receive a performance salary increase during their first performance rating year period of employment or promotion. Such employees shall be eligible for performance salary increases the next subsequent performance rating year period.
3. Part-time employees (a regular, limited-term, or probationary employee who, upon hire or starting in the position, is reasonably expected to average at least twenty (20) hours of service per week) shall be eligible for performance salary increases upon completion of two thousand eighty (2,080) hours of employment. Performance salary increases shall be effective the first day of the pay period following the completion of said period.

C. Merit-Based Contribution to 401(a) Deferred Compensation for Employees at the Maximum of their Salary Range

For employees in the Unit who are at the maximum of their salary range, they shall be eligible to receive a merit-based contribution to their 401(a) deferred compensation account. Eligibility for this deferred compensation contribution will be assessed based on performance evaluations during the evaluation cycle of August 1 to July 31. Eligibility to receive a contribution will be based on the following:

1. Employees must be at the maximum of their salary range at the time they receive their annual performance evaluation.
2. To be eligible to receive the merit based deferred compensation contribution, employees must receive a rating of at least "standard" as the overall rating on their annual performance evaluation.
3. Employees who qualify for the merit based contribution to their deferred compensation account will receive a contribution of five hundred dollars (\$500).
4. Employees at the maximum of their salary range are eligible to receive the merit based contribution to their deferred compensation account each year after receiving their annual performance evaluation. The deferred compensation contributions will be made in the first pay period of January in the following year.

Section 8. Bilingual Pay

A. Employees who are eligible for bilingual pay as set forth below, shall receive an additional thirty (30) cents per hour up to a maximum of forty (40) hours per FLSA workweek (approximately fifty-two dollars (\$52) per month) for all hours actually paid.

1. An employee must be conversant in one (1) of the pre-designated languages to qualify to receive bilingual pay:
 - Spanish
 - Vietnamese
 - Korean

- American Sign Language
 - Chinese/Mandarin/Cantonese
2. Other languages may qualify on a case-by-case basis.
 3. The employees must be approved by the Assistant Chief/Human Resources Director, or their designee per AM SOP 103.02.
- B. An employee shall not be eligible to receive bilingual pay for more than one language at the same time.
- C. Bilingual pay shall be considered part of base pay for employees receiving workers' compensation benefits and be considered as part of the employee's base pay if the employee is entitled to receive their compensation per any other provision of law.
- D. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
- E. An employee who is receiving bilingual pay and no longer wishes to use their bilingual skills may make a request to the Assistant Chief/Human Resources Director to no longer be required to use those skills and no longer receive the pay. The request shall be made in writing to the Assistant Chief/Human Resources Director who shall consider it according to:
1. Authority need,
 2. Availability of a qualified replacement; and
 3. Availability of another suitable assignment for the requesting employees.

Section 9. Longevity Pay

A. Effective June 28, 2024, (Pay Period #15 of 2024), employees shall receive longevity pay as follows:

1. Employees shall receive one and one half percent (1.5%) of their base pay for their regularly scheduled hours as longevity pay at the beginning of the pay period which includes the commencement of their fifth year in any OCFAMA bargaining unit position.
2. Employees shall receive three percent (3.0%) of their base pay for their regularly scheduled hours as longevity pay at the beginning of the pay period which includes the commencement of their tenth year in any OCFAMA bargaining unit position.
3. The maximum attainable longevity pay is three percent (3%) of base salary.

4. Longevity pay shall be applicable to employees who have commenced their fifth or tenth year prior to June 28, 2024.

B. Longevity Pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

Section 109. Deferred Compensation

An employee may, at their request, participate in the Authority's 457(b) Deferred Compensation Plan. This plan is one hundred percent (100%) employee funded.

Section 110. Work Schedules

A. Employees may be assigned to one of the following standard work schedules:

1. 9/80 – that consists of eight (8), 9-hour (nine hour) workdays and one (1) 8-hour (eight hour) hour workday in the two-week pay period. The work schedule shall include two consecutive calendar days off in the workweek during which the employee works the eight hour alternating regular day off and three consecutive calendar days off in the workweek during which the employee's alternating regular day off is an off day. For this work schedule, each employee's FLSA workweek shall end exactly four hours after the start time of the employee's Friday shift.
2. 5/40 – that consists of five (5) 8-hour (eight-hour) workdays in a workweek. Each workweek shall contain two (2) consecutive calendar days off work. The employee's FLSA workweek shall begin at 12:00 a.m. on Sunday and shall end the following Saturday at 11:59 p.m.
3. 4/10 – that consists of four (4) 10-hour (ten-hour) workdays in a workweek. Each workweek shall contain three (3) consecutive calendar days off work. The employee's FLSA workweek shall begin at 12:00 a.m. on Sunday and shall end the following Saturday at 11:59 p.m.
4. Employees may be able to telecommute per the Authority's telecommuting policy if approved.

B. The Authority reserves the right to implement other alternate work schedules in emergencies or to authorize alternate work schedules requested by OCFAMA, if the needs of the operation would be better served. The Authority shall discuss with the OCFAMA any proposed changes in work hours or existing work schedules before such changes are put into effect. Whenever practicable, the Authority shall provide written notification of such proposed changes to the OCFAMA at least fourteen (14) calendar days before such changes are put into effect.

C. As employees who are exempt from overtime, employees in this Unit may be provided with the ability to flex their work hours within a workweek. For example, an employee may work twelve (12) hours in one day and may be permitted to work fewer hours in another

day during the workweek.

~~D. The provisions of this Section 10D are effective until June 22, 2023. Except as provided below, employees in this unit are provided the ability to telecommute up to two workdays (one or two workdays) in a workweek as described in the OCFA's Telecommuting Policy (Policy) dated September 1, 2021. Employees who are designated as eligible to telecommute will either be eligible to telecommute one or two workdays per week based on the "Position Eligibility Criteria" or "Employee Eligibility Criteria" as described in the Policy.~~

~~An employee who is designated as eligible to telecommute two (2) workdays per week must make an election to either telecommute or receive an allotment of Paid Annual Leave (PAL) in addition to the PAL time referenced in Article 5, Section 10 as follows:~~

~~1. An eligible employee who elects to telecommute two (2) workdays per week shall telecommute two (2) workdays per week during the term of the MOU and shall not accrue any additional PAL; and~~

~~— If such employee elects to telecommute one (1) workday per week, they shall telecommute one (1) workday per week and shall also receive 20 hours of additional PAL during the term of this MOU.~~

~~An employee who is designated as eligible to telecommute one (1) workday per week shall make an election to either telecommute (and also receive 20 hours of additional PAL) or not telecommute and receive 40 hours of additional PAL during the term of the MOU.~~

~~If an eligible employee who elects to telecommute (either one (1) or two (2) workdays per week) changes their mind during the term of this MOU, they will begin to accrue additional PAL prorated to the term remaining on the MOU at a rate of 1.54 hours per pay period. If an eligible employee who elected to receive additional PAL, chooses to telecommute during the term of the MOU, they shall be eligible to telecommute (either one (1) or two (2) days depending on the number of days they have been deemed eligible). In addition, if, at the time they choose to telecommute they have used more PAL hours than they have earned (based on accrual of 1.54 hours per pay period) they will be required to designate which one of their accrued leaves they want the OCFA to reduce to pay back for the excess PAL used to date during the term of the MOU.~~

~~An employee designated as ineligible, either based on "Position Eligibility Criteria" or "Employee Eligibility Criteria" as described in the Policy, shall receive an additional 40 hours of PAL.~~

~~For employees who are ineligible to telecommute, the additional 40 hours of PAL shall become available for use effective following the adoption of this MOU, for all employees who have provided notification to HR/Payroll of their ineligible status, along with confirmation by their Department Head of the ineligible status. For employees who are eligible to telecommute, but who elect to receive and use 40 hours of additional PAL time during the term of this MOU, the PAL time shall become available for use the pay period~~

~~following adoption of this MOU and upon receipt (by the Human Resources Department) of the employee's election to receive additional PAL time.~~

~~Should an employee who is approved to telecommute (one or two) workdays subsequently become ineligible during the term of this MOU (i.e., through promotion or organizational needs), they shall receive an amount of additional PAL hours prorated to the term remaining on the MOU at a rate of 1.54 hours per pay period.~~

ARTICLE III

BENEFITS

Section 1. Retirement

A. Eligibility

Eligible employees in the Unit are included in the Orange County Employees Retirement System (OCERS) as determined by their date of entry into eligible service.

B. Final Compensation for Legacy Members of OCERS

“Final Compensation” for Legacy Members of OCERS, in accordance with Government Code Section 31462(a), means the average annual compensation earnable by a member during any three (3) years elected by a member at or before the time ~~he or she~~ the employee files an application for retirement, or, if ~~he or she~~ the employee fails to elect, during the three (3) years immediately preceding ~~his or her~~ the employee's retirement. If a member has less than three (3) years of service, ~~his or her~~ their final compensation shall be determined by dividing ~~his or her~~ their total compensation by the number of months of service credited to ~~them~~ him or her and multiplying by twelve (12).

C. Cost of Living Adjustments

Members' normal cost-of-living contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Board of Retirement and the Authority Board.

D. Retirement Formulas and Employee Contributions

1. Employees Hired Prior to December 1, 2012

- a. Retirement Formula: These employees receive the 2.7% at age 55 formula in accordance with Government Code Section 31676.19.

Employees shall pay their maximum employee contribution based on age of entry into OCERS, including any increases to the maximum employee contribution as calculated by OCERS.

2. Employees Hired by the Authority after December 1, 2012 who Are Legacy Members under OCERS

- a. Retirement Formula: These employees receive the 2% at age 55 formula in accordance with Government Code Section 31676.16.

Employees shall pay their maximum employee contribution based on age of entry into OCERS, including any increases to the maximum employee contribution as calculated by OCERS.

3. Employees Hired by the Authority on or after January 1, 2013 with No Reciprocal Benefits
 - a. The retirement formula is the 2.5% at age 67 retirement formula per Government Code Section 7522.20(a), utilizing the average three (3) highest years of compensation per Government Code Section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of the Public Employees' Pension Reform Act (PEPRA) and the OCERS Board of Retirement.
 - b. Employee Contribution: Such employees shall pay one half the normal cost as defined by the PEPRA.

Section 2. Insurances

A. CalPERS Health Care

1. The Authority shall continue to maintain its health contract with the California Public Employees' Retirement System (CalPERS) for employees' health care coverage.
2. The Authority shall contribute towards the payment of health care for employees' health care coverage, on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code 22892 of the Public Employees' Medical and Hospital Act (PEMHCA). That amount is equal to the PEMHCA statutory minimum which is \$~~15149~~ for 202~~32~~, and a yet undetermined amount for years following 202~~32~~. Eligible active employees include the following:
 - a. Full-time regular, limited-term or probationary employees who, upon hire or starting in the position, are reasonably expected to average thirty (30) or more hours of service per week [i.e. one hundred thirty (130) hours per month]; and
 - b. Part-time regular, limited-term or probationary employees who, upon hire or starting in the position, are reasonably expected to average at least twenty (20) hours of service per week.
3. The Authority shall provide a Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
 - a. For 202~~32~~, full-time employees shall receive a monthly cash allotment in the amount of) two thousand ~~two one~~ hundred and ~~twenty-nine ten~~ dollars and ~~twenty-foursixty-seven~~ cents (~~\$2,229.242,110.67~~). This amount shall be adjusted annually each January in the amount equal to the average percentage increase of the CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in the CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium.

- b. Part-Time employees shall receive fifty-percent (50%) of the amount provided in paragraph (a) above.
- c. Eligible Opt-Out Arrangement: Upon providing reasonable evidence of alternative coverage, as required by the ACA's Eligible Opt Out Arrangement rules (below), a full-time or part-time employee as defined in Section 2.A.2 of this Article, shall be entitled to receive the monthly cash allotment in taxable cash.

Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

- 1. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
 - 2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have the alternative coverage;
 - 3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
 - 4. The reasonable evidence, which can be a simple attestation by the employee, must be provided no earlier than a reasonable period of time before the plan year begins.
- d. The Authority may reopen negotiations if there are changes that occur in connection with the Affordable Care Act.

B. Health Plan Enrollment

- 1. Newly hired eligible employees must enroll for coverage in health plans within the first sixty (60) days of employment. If the employee fails to enroll within the first sixty (60) days of employment, they must either wait until the next open enrollment period or ninety (90) days after submission of a late enrollment form. Health plan coverage shall become effective the first day of the month following submission to the Authority of the Health Benefits Enrollment form.
- 2. Employees who are terminated due to disciplinary action or reduction in force, or who voluntarily resign from employment, may continue their health care coverage until the end of the month following the month in which the employee is terminated. However, the Authority's contribution towards the employee's health care coverage the month following termination shall be in accordance with California Government Code Section 22892, i.e., the PEMHCA statutory minimum amount.
- 3. An employee shall be given the opportunity to enroll in a medical plan or to change medical plans on the effective date of their retirement.

4. In all health plans, the Authority shall provide a minimum one (1) month period, each fiscal year, for open enrollment of employees and employees' dependents.
5. Two (2) full-time employees married to each other, or in a registered domestic partnership, who elect coverage in the same health plan shall be enrolled as employee and dependent. Such employees shall have the full cost of coverage for employee and dependents paid by the Authority. Employees shall not, however, be enrolled simultaneously in an Authority health care plan and a health plan administered by the Orange County Professional Firefighters Association, Local 3631, as either an employee or dependent.

~~3. The Authority may re-open negotiations on the subject of the Affordable Care Act or its impacts.~~

D.C. Other Insurance Coverage

1. The Authority shall provide the following to all full-time employees:
 - a. Short-term disability insurance coverage, at no cost to the employee, after sick leave is exhausted, sixty (60) percent of salary per month for up to one (1) year for certified non-occupational injury or illness in accordance with the plan benefits schedule. Coverage shall also provide for continuation of the Authority's share of premiums for health, dental, vision, and life insurance benefits while the employee is on Official Leave for Non-occupational Disability for up to one (1) year from the effective date of disability.
 - b. Long-term disability insurance coverage, at no cost to the employee, to provide up to sixty percent (60%) of salary per month in accordance with the plan benefits schedule.
 - c. Life insurance and accidental death and dismemberment insurance, at no cost to the employee, shall be provided at amounts based upon the employee's annual base salary, rounded to the next closest ten thousand dollars (\$10,000) and adjusted annually on each January 1, if required. Employees shall have the option to purchase additional life and accidental death and dismemberment coverage, including dependent coverage.
 - d. Dental and orthodontia insurance coverage, at no cost to the employee, for the employee and dependents. Part-time employees shall have the option of purchasing dental insurance for the employee and their dependents by paying one-half ($\frac{1}{2}$) the monthly rate paid by the Authority for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.
 - e. Vision care insurance coverage, at no cost to the employee, for the employee and dependents.

E.D. Retiree Medical Insurance Grant ("Defined Benefit Plan")

1. Retiree Medical Insurance Grant

- a. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan" for employees who have retired or terminated from Authority service and who meet the eligibility requirements set forth in paragraph D.2, of this Section.
- b. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Plan) or in Medicare as stated in the Plan and required by the "qualified health plan," shall receive a Retiree Medical Insurance Grant.
- c. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older and who is enrolled in a recognized health plan or Medicare as stated in the Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
- d. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a "qualified health plan", as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan and/or Medicare premiums as provided in Sections D.1.d.i, D.1.d.ii, and D.1.d.iii of this Section.
 - i. Effective January 1, 2023~~2~~, the Retiree Medical Insurance Grant shall be an amount based on thirty one dollars and seventy-seven~~fifty-nine~~ cents (~~\$31.7730.59~~) per month for each full year of service to a maximum of seven hundred ninetysix~~ty~~ four dollars and twenty~~seventy~~ five cents (~~\$794.2564.75~~) per month. On January 1 of each calendar year the amount of such Retiree Medical Insurance Grant shall be adjusted by the average percentage increase in Authority health plan premiums no later than the effective dates of such increase, not to exceed five percent (5%) per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - ii. All employees who retire from the Authority and become eligible for a Retiree Medical Insurance Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an Authority "qualified health plan," and shall have ninety (90) days after attaining age sixty-five (65) to enroll in Medicare. Should a retiree fail to enroll in either a "qualified health plan" or Medicare during the aforementioned periods or should they terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant.
 - iii. All former employees who did not retire from the Authority and who are eligible for a Retiree Medical Insurance Grant shall not receive the Grant until such employees reach age fifty-five (55) and request the Authority to commence distribution of the Grant no later than ninety (90) days from the former employee's fifty-fifth (55th) birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan

provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement.

2. Eligibility Requirements for Retiree Medical Insurance Grant

- a. Retirees must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). An eligible former employee must be at least age fifty-five (55) and enrolled in a recognized health plan.
- b. Only employees hired before January 1, 2007 shall be eligible to participate in the Retiree Medical Insurance Grant Plan.
- c. A retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2,080 hours), except as provided in Sections D.2.c.i, ii, and iii of this Section.
 - i. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
 - ii. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service.
 - iii. A separated employee who is less than fifty-five (55) years of age or is under normal retirement age who has requested a service or non-service connected disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement.
- d. All eligible retirees, eligible former employees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Insurance Grant. All eligible retirees, eligible former employees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Retiree Medical Insurance Grant.
- e. Deferred Retirement
 - i. An employee who, upon separation from the Authority, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as they become an active retiree. However, in order to be eligible for health care coverage provided by CalPERS, retirement must not be deferred for more than one hundred twenty (120) days after the employee separates from Authority Service.
 - ii. An employee with at least one (1) year of service (2,080 hours), who is not

eligible for paid retirement at the time they separate from Authority service and elects deferred retirement status shall not become eligible for participation in the Retiree Medical Insurance Grant until they become fifty-five (55) years of age.

- f. For purposes of this Section, a full year of service shall mean those regular hours of Service the employee worked as a regular, limited-term and/or probationary employee. Two thousand eighty (2,080) regular hours, shall equal one (1) full year of service.

3. Employee Contribution

All employees hired before January 1, 2007 shall contribute four percent (4%) of their base salary, through payroll deduction to the Authority to be applied to the Plan.

4. Survivor Benefits

- a. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) of the Retiree Medical Insurance Grant authorized for the retiree.
- b. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section E.5.a of this Section, or their own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

~~4. Agreement to Reopen Labor Negotiations Re: the Retiree Medical Grant~~

~~The OCFA and the OCFAMA have agreed that either may reopen labor negotiations (during the term of their MOU) on the topic of retiree medical grant if the subject is being discussed with any other bargaining unit at the OCFA.~~

~~During the term of this 2022-2023 MOU, the Authority agrees to participate in a Joint Labor Management Committee with the Association to discuss issues regarding the Retiree Medical, classifications (e.g., job descriptions) and any other issue the parties wish to discuss. Neither party is obligated to engage in labor negotiations regarding topics addressed in this MOU.~~

F.E. Defined Contribution Retiree Medical Plan

1. The Authority will provide employees hired on or after January 1, 2007 a "defined contribution" plan.
2. These employees are required to contribute four percent (4%) of base salary to this plan.
3. Employees hired before January 1, 2007 shall not be eligible to participate in this plan. Eligibility for plan participation is based on the employee's most recent date of hire

with the Authority.

G.F. Physical Examination

Full-time employees are eligible to receive a voluntary annual physical examination by an Authority designated physician at no cost to the employee.

H.G. Optional Benefit Plan (OBP)

1. The Optional Benefit Plan is a cash allotment which allows employees the option to take the benefit as taxable cash and/or apply the allotment to the cost of non-taxable benefits as described in the Authority's Section 125 Cafeteria Plan, based on personal preferences.
2. Each eligible employee shall be entitled to select benefits at a cost to the Authority not to exceed one thousand nine hundred dollars (\$1,900) for each calendar year. This amount will increase to two thousand and sixty five dollars (\$2,065.00) effective January 1, 2024.
3. The purpose of the OBP is to provide options to individual employees to best meet the needs of themselves and dependents while relieving the employee of external influences that might impair their performance.
4. To be eligible, each employee must file an Intent to Participate form by December 31 each year and in accordance with provided instructions. For new employee enrollment, the amount available to the employee shall be prorated based on month(s) of eligibility. An employee's designations are irrevocable, unless they have a change in family status. Eligible expenses must be incurred during an OBP period in which an employee is eligible and has sufficient fund balance to cover the expense.
5. Eligibility – an employee is eligible to receive the OBP, provided they are continuously employed in a full-time capacity. Employees hired or promoted after the commencement of an OBP shall be eligible for the OBP on a prorated basis the first day of the month following the twenty-eighth (28th) day in a position in the Unit. Employees working in a job-sharing assignment in a full-time (regular, probationary, or limited-term) position shall be eligible to receive the OBP in proportion to each employee's regularly scheduled hours.
6. Any portion of the optional benefit not incurred within the OBP period shall remain Authority funds.

I.H. Flexible Spending Accounts

1. Medical Flexible Spending Account - The Authority will administer a Medical Flexible Spending Account that will allow employees to contribute pre-tax dollars into an account that can be used throughout the year on qualified medical, dental, and vision expenses for both the employee and their dependents.
2. Dependent Care Flexible Spending Account - The Authority will administer a Dependent Care Flexible Spending Account that will allow employees to receive

reimbursement of eligible, work-related dependent care expenses using pre-tax dollars.

ARTICLE IV

REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

- A. Subject to the current vehicle rules and regulations established by the Board, an employee who is authorized by the Fire Chief to use a private automobile in the performance of their duties shall be paid for each mile driven in the performance of their duties during each monthly period as provided below:
1. The reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
- B. An employee who is required by the Authority to furnish a privately-owned vehicle for the performance of their duties on Authority time shall receive a minimum of ten dollars (\$10) in any month in which the actual mileage reimbursement would otherwise be less than ten dollars (\$10). The minimum shall not apply in any month:
1. In which the employee has not actually worked eighty (80) hours;
 2. Unless the employee claims the ten dollar (\$10) minimum and the Authority certifies that the employee was required to use a privately-owned vehicle on Authority business.

Section 2. Personal Property Reimbursement

Employees shall be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. The amount of reimbursement for other personal property covered by this provision shall be the actual replacement or repair value, whichever is lower, except that the reimbursement on a watch shall not exceed its functional value and the limit on eyeglasses shall be the cost of lenses, plus the cost of basic frames.

Section 3. Tuition Reimbursement

- A. The tuition reimbursement program in this Unit is designed to:
1. Enhance professional job skills; and
 2. Encourage ongoing professional development.
- B. Eligibility of courses shall be generally based on the provisions of Standard Operating Procedure HR.02.09 (Employee Tuition Reimbursement).
- C. Reimbursement from the Authority shall not exceed two thousand dollars (\$2,000) in any fiscal year and shall apply to tuition, registration, lab fees, books, and approved related expenses; and shall be processed according to SOP HR.02.09. This amount is inclusive

of any other tuition reimbursement (e.g., if in another bargaining unit) an employee may have received during a fiscal year. Equipment purchases are not covered under the program.

- D. Reimbursement received from other sources for expenses covered in this Section shall be deducted before the Authority provides tuition reimbursement.
- E. Employees are also eligible to be reimbursed for job-related licenses and certifications. Reimbursement may include expenses related to the costs necessary to obtain and/or maintain the license or certification subject to the following:

The license or certification cannot be a minimum qualification for the employee's job classification.

The decision to reimburse an employee for any costs related to obtaining or maintaining such a certification or license is subject to the discretion of the employee's Department Head whose decision is final.

A decision to not reimburse an employee for costs related to obtaining or maintaining a particular job-related license or certifications is not subject to filing a grievance.

ARTICLE V

LEAVES OF ABSENCE

Section 1. Sick Leave

A. Accumulation of Sick Leave – shall be in accordance with the following schedule:

YEARS OF COMPLETED CONTINUOUS SERVICE	HOURS OF CONTINUOUS SERVICE	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
From date of employment but less than 3 years	1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid	Approximately 72 hours per year
After 3 years	6,240.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid	Approximately 96 hours per year

B. When determined to be in the best interest of the Authority, the Fire Chief may approve up to forty (40) hours of sick leave be provided to a newly appointed employee.

C. Sick Leave Earned – shall be added to the employee's sick leave accumulation account upon the completion of the pay period with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates Authority service.

D. Extra Help OCFAMA Employees – After thirty (30) calendar days of employment, extra help employees become eligible to earn three (3) days of paid sick leave annually. Extra help employees shall be eligible to apply sick leave to absences beginning on the ninetieth (90th) day of employment. Unused paid sick leave is not carried over from one year to the next. The annual paid sick leave allotment will be credited to the extra help employee's sick leave accumulation account annually on the employee's hire date. When an extra help employee separates employment and is rehired, their rehire date will be used to determine when they are credited their annual paid sick leave allotment.

E. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this

purpose is authorized by the employee's supervisor.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities ~~or when it is determined by a physician designated by the Authority~~ that the presence of the employee on duty would endanger the health of others.

Whenever an employee is compelled by direction of an Authority designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive regular compensation for the period absent from duty.

- 3.4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of their immediate family. For purposes of this paragraph, immediate family shall mean spouse, registered domestic partner, parent, parent-in-law, step-parent, sibling, child, step-child, grandparent, grandchild, step-grandchild, dependent adult or child for whom the employee is the legal guardian, or as otherwise defined by law.

For purposes of use of sick leave under this paragraph, employees are entitled to use up to one half of their annual accrued sick leave for the illness/injury of immediate family.

- a. Extra help employees may also apply sick leave for themselves or an immediate family member for the preventative care or care of an existing health condition or for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking.

- 4.5. Illness while on paid vacation (this does not apply to Authority provided holidays) shall be charged to sick leave rather than vacation only under the following conditions:

- a. The employee must notify their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of their vacation, whichever is sooner, to request that their illness on vacation be charged to sick leave.
- b. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
- c. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, registered nurse, or recognized health care provider stating the period of sickness.

F. Absence from duty because of personal business not to exceed ~~sixty~~ twenty (620) working hours during the fiscal year. This Section ~~1.FE-6~~ does not apply to extra help employees. ~~For the term of this MOU (June 23, 2022 – June 22, 2023) employees in this unit may be absent from duty because of personal business for an additional forty (40) working hours for a total of sixty (60) working hours. These 40 additional working hours to be used for personal business shall sunset on June 22, 2023.~~

F.G. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other Authority-approved evidence of illness, injury, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

G.H. Sick Leave Payoff

1. An employee shall receive sick leave payoff as follows:
 - a. **Upon Paid Retirement or Death:** An employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. **During Employment:**

By December 15 of each year, (effective with elections for 2023 for payouts in 2024), an employee who has accumulated unused sick leave in excess of two hundred eighty (280) hours may ~~do either of the following:~~ mMake an irrevocable election to cash out up to ninety-two (92) hours of accrued sick leave (effective with elections for 2024 for payouts in 2025 and all subsequent years, the percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.H.1.a of this Article) which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the sick leave they irrevocably elected to cash out in either two (2) separate increments of up to forty-six (46) hours each or one (1) increment of up to ninety-two (92) hours. The employee will be paid up to forty-six (46) hours on the pay day for pay periods 182 and 26 or the employee can elect to be paid up to ninety-two (92) hours on the pay period for pay period 26. However, at the time of cash out, the employee's sick leave balance cannot be reduced below two hundred eighty (280) hours. Therefore, if based on the employee's use of sick leave, cash out of sick leave would bring the employee's balance below two hundred eighty (280) hours, the employee will only receive cash for the amount of leave that exceeds two hundred eighty (280) hours.

In addition to the above, an employee may request that up to one-third of the balance above two hundred eighty (280) hours, (effective for payouts starting in 2025 and all subsequent years, the percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.H.1.a of this Article) but no more than the maximum permitted by IRS Code, be placed in to the employee's deferred compensation account ~~either with the pay day for pay period 12 or pay period 26;~~ or

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Assistant Chief/ Human Resources Director for a cash out of accrued sick leave. The amount of sick leave which may be cash out is limited to the amount necessary to meet the emergency. The maximum cash out the employee can receive for an emergency is limited up to one-third (1/3) of all their accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours.

If an employee makes an irrevocable election to cash out sick leave in the following calendar year and uses sick leave in that subsequent year, the sick leave used will come from sick leave the employee had earned prior to January 1 of the year the employee has elected to cash out sick leave. This is to ensure that assuming an employee had a sick leave balance prior to January 1, the sick leave used will not result in a reduction in the amount of sick leave the employee will be eligible to cash out.

If, during the year when an employee has made an irrevocable election to cash out sick leave they were on leave without pay and did not earn the sick leave expected, the employee will still be able to cash out the sick leave the employee did earn even if reduced by the leave without pay.

If there is any change in the law regarding the payoff of sick leave or vacation which occur during the term of this MOU, the Parties agree that either party may reopen negotiations on this section of the MOU.

- c. **Payment of Sick Leave to Deferred Compensation:** An employee who has given irrevocable written notice of their intent to retire at least thirty (30) calendar days prior to the effective date of their retirement, may request that the payoff of their accumulated sick leave be made to their deferred compensation account with the Authority up to the maximum amount permitted by the IRS Code and to the extent permitted under the provisions of Section 1.HG.1.a of this Article. Such payoff shall be made prior to the effective date of employee's retirement.

Section 2. Vacation

A. Accumulation of Vacation

Accumulation of vacation shall be in accordance with the following schedule:

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
0 to 3 years	1 through 6,240.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid	Approximately 120 hours per year
After 3 years but less than 10 years	6,240.01 through 20,800.00 regularly scheduled hours	0.077 hours for each regularly scheduled hour paid	Approximately 160 hours per year
After 10 years	20,800.01 or more regularly scheduled hours	0.0962 hours for each regularly scheduled hour paid	Approximately 200 hours per year

When it is determined to be in the best interest of the Authority, the Fire Chief may approve increased vacation accruals for new employees, using the rate as described above for employees with at least three years of continuous service.

B. Vacation Credit

Vacation credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates Authority service.

C. Maximum Allowable Vacation Accrual

1. For full time employees with less than ten (10) years of full-time continuous service: three hundred twenty (320) hours.
2. For part-time employees with less than ten (10) years of full-time continuous service: a prorated amount equal to eight (8) weeks of vacation for part-time employees.
3. For full time employees with more than ten (10) years of full-time continuous service: four hundred (400) hours.

4. For part-time employees with more than ten (10) years of full-time continuous service: a prorated amount equal to ten (10) weeks of vacation for part-time employees.
5. All vacation hours earned in excess of the maximum allowable vacation accrual shall be paid in the pay period earned.

D. General Provisions Applicable to Vacation

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
2. A leave of absence without pay shall cause the ten (10) years of full-time Authority service (described on paragraph A above) to be postponed by the length of the leave.
3. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
4. Vacations shall be scheduled for employees by the Authority; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
5. Employees shall not be required to return to work during the time of their paid vacation except in cases of emergency.
6. No scheduled vacation shall be canceled, except in cases of emergency.
7. When an employee's Authority service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years of Authority service, with the part-time service being applied proportionately to the appropriate full-time interval.
8. No employee shall be permitted to work for compensation for the Authority in any capacity during the time of their paid vacation from the Authority service. Employees are permitted to receive reimbursements for voluntary service as Reserve Firefighters while on paid vacation from Authority service.

E. Vacation Cash Out

1. An employee separating from Authority service for reasons other than paid Authority retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from Authority service by way of paid Authority retirement may elect either to take time off for their vacation or to be paid for their vacation in a lump sum payment.
2. By December 15 of each year, effective with elections for 2023 for payouts in 2024, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave they irrevocably elected to cash out in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80)

hours. The employee would be paid forty (40) hours on both the pay day for pay periods ~~thirteentwelve~~ (13~~2~~) and twenty-six (26) or the employee can elect to be paid eighty (80) hours on the pay day for pay period twenty-six (26). However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

The employee may alternatively choose to have the value of up to eighty (80) hours of vacation which the employee can otherwise cash out placed into the employee's deferred compensation account. If the employee chooses that option (as opposed to taking cash) the maximum hours (in dollars) the employee can defer to ~~his/her~~ their deferred compensation account cannot exceed the maximum permitted by the IRS Code.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the ~~Director of~~ Human Resources Director for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited up to eighty (80) hours of all their accrued vacation leave.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

If, during the year when an employee has made an irrevocable election to cash out vacation leave, they were on leave without pay and did not earn the vacation leave expected, the employee will still be able to cash out the vacation leave the employee did earn even if reduced by the leave without pay.

Section 3. Holidays

A. Holidays Observed

Employees shall observe the following holidays:

- New Year's Day

- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

B. Holiday Compensation

1. For each holiday each full-time employee scheduled to work, but permitted to take the day off, shall be paid for the number of hours the employee is regularly scheduled to work that workday computed at the employee's base hourly rate. A part-time employee scheduled to work, but permitted to take the day off shall receive pay computed at the employee's base hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay.
2. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time. This is not compensatory time as provided by the Fair Labor Standards Act as all employees in the unit are exempt from overtime. While labeled "Compensatory Time", it is accrued leave which, like vacation, can be requested to be used as time off or cashed out. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
3. When a holiday falls on a Sunday, the next day (Monday) shall be observed as the holiday.
4. When Christmas Eve, Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
5. Employees shall be paid on the paycheck following the pay period during which the holiday occurred.
6. Full-time employees who are on a pay status during the pay period that includes March 1st each fiscal year shall be credited with two (2) hours of paid time at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of paid time.
7. Eligibility for Holiday Pay
 - a. An employee must be in paid status on their regular work days immediately

preceding and after the holiday in order to receive holiday pay.

- b. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
 - c. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.
 - d. An employee who is terminating employment for reasons other than paid Authority retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
 - e. With Authority approval, **compensatory** time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
8. Compensation for Work on Holidays: An employee who is required to work on a holiday shall, in addition to their regular pay, receive compensatory time for each hour worked on a holiday at a rate of one and one half (1.5) times the employee's base hourly rate.
 9. Holidays that fall during an employee's vacation period shall not be charged against the employee's vacation balance.
 10. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the Authority. Effective the pay period including July 1, 2024 and thereafter, employees shall be paid for all compensatory time in excess of one hundred and twenty (120) hours.

Section 4. Bereavement Leave

Upon request, employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, for bereavement leave related to the death of their immediate family. For purposes of this Section, immediate family shall mean spouse, registered domestic partner, parent, parent-in-law, step-parent, sibling, child, step-child, grandparent, grandchild, step-grandchild, or dependent child or adult for whom the employee is the legal guardian.

Effective January 1, 2023, employees who have been with the OCFA for at least thirty (30) days before the leave commences shall receive additional leave up to two (2) days without pay, in any one (1) instance (which must be used within three (3) months from the date of death and which days do not need to be taken consecutively), for bereavement leave related to the death of an immediate family member. Employees may use any accrued paid leave that is otherwise available to the employee for this purpose.

Section 5. Authorized Leave Without Pay

A. Authority Leave

Upon request, an employee may be granted an Authority Leave Without Pay for a

period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Fire Chief, except in cases where Official Leave has been authorized pursuant to Section B below. The Fire Chief may require that all accumulated compensatory time be used prior to granting of such Leave. The use of earned vacation prior to the obtaining of Leave shall be at the option of the employee.

B. Official Leave Without Pay

1. Upon request, an employee may be granted an Official Leave of absence without pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in paragraphs B.2 and B.3 of this Section. The Fire Chief may require that all or a portion of accrued compensatory time and vacation be used prior to granting such Leave.
2. An Official Leave of Absence without pay may be extended for up to an additional year at the discretion of the Fire Chief. If the Fire Chief denies the extension of such Leave, paragraphs B.5 and B.6 of this Section shall not apply.
3. An employee shall give notice two (2) weeks prior to the date they want to return to work. If an employee does not give the required notice prior to the date they want to return to work, the Authority shall not be required to return the employee to work until the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.
4. The Director/Assistant Chief shall indicate on the request for Leave of Absence their recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Assistant Chief/Human Resources Director. The Assistant Chief/Human Resources Director shall render a decision within thirty (30) days of when the request is submitted to ~~them~~him/her. If the Assistant Chief/Human Resources Director approves the request, a leave approval letter will be prepared and sent to the requesting employee, Payroll staff, and the Department Head/Assistant Chief.
5. If the Assistant Chief/Human Resources Director modifies or does not approve a request for Official leave without pay, the employee and/or the Department Head may, within fifteen (15) calendar days of said action, file a request with the Assistant Chief/Human Resources Director for review by the Fire Chief. Upon such request, the Assistant Chief/ Human Resources Director shall forward a copy of the request for Official Leave without pay to the Fire Chief for final determination. The employee and the Director/Assistant Chief shall notify the Assistant Chief/Human Resources Director whether they shall submit their position in a written statement or wish to appear before the Fire Chief. The decision of the Fire Chief on such appeals shall be final.
6. An Official Leave without pay shall not be deemed a break in Authority service. However, an employee shall not accrue seniority when on such leave.

C. General Provisions

1. A request for an Official Leave of Absence shall be made upon forms prescribed by the Assistant Chief/Human Resources Director and shall state specifically the reason

for the request, the date when it is desired to begin the leave of absence, and the probable date of return.

2. The request shall normally be initiated by the employee, but may be initiated by the employee's supervisor or Director/Assistant Chief only where the employee is unable to initiate such request.

Section 6. Jury Duty Leave

An employee who is called for jury duty shall be compensated for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. An employee who calls the court while at work and finds out that they must report to jury duty the next day must continue to work the remainder of their workday but will be relieved from duty (if still working) with sufficient time to arrive at the court for jury duty in the morning. If the employee is scheduled to be on duty on the day they are on jury duty, they must either return to work after the jury service is done for the day if there are still four hours left in their regular workday or coordinate with their manager regarding the rest of their workday. This may include being permitted to telework for the day.

Section 7. Witness Leave

An employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer, shall be compensated as though ~~he or she~~ the employee was working for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the Finance Division Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 8. Workers' Compensation Leave

A. When an employee is injured or has an illness and their injury or illness prevents the employee from coming to work, once it is determined to be job-related as provided by SOP HR 04.13 INJURY AND ILLNESS TREATMENT, WORKERS' COMPENSATION REPORTING AND INTERNAL AND EXTERNAL NOTIFICATION ~~Part 2 of the Personnel and Salary Resolution~~, the employee shall be placed on Workers' Compensation Leave. If the question of industrial causation has not yet been made and all accrued leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers' Compensation Leave shall continue until the employee:

1. Is determined to be physically able to return to work which the Authority may require be determined by an Authority-designated physician; or
2. Is determined to be physically able to return to work with medical restrictions which the Authority may require be determined by an Authority-designated physician, that the Authority can accommodate ~~accept~~;

3. ~~or~~ A accepts employment outside the Authority; or
4. Accepts employment in another Authority position; or
5. Has retired from the Authority; or
6. Is terminated from the Authority.

An employee who does not return to work within two (2) weeks of the end of their Workers' Compensation Leave pursuant to this provision shall be considered to have automatically resigned their employment with the Authority.

Section 9. Catastrophic Leave

A. Eligibility for Donations - To receive Catastrophic Leave Donations, an employee or their immediate family member (immediate family member is defined as spouse, registered domestic partner, parent, parent-in-law, step-parent, sibling, child, step-child, grandparent, grandchild, step-grandchild, or legal guardian) must:

1. Have a catastrophic medical condition that shall require the employee to be on unpaid Leave.
2. Exhaust all allowable accrued sick leave, vacation, and compensatory time.
3. Submit to the employee's Director/Assistant Chief (or their designee) a written request for donations accompanied by a medical statement from the employee's or family member's attending physician. The attending physician's statement must verify the employee's need for an extended Medical Leave or the need for the employee to take leave to care for a member of their immediate family, and must include an estimated time the employee shall be unable to work.

B. Request for Additional Donations

Employees who receive donations and who exhaust all donated sick leave may request an additional donation period(s).

C. Donation Procedure

1. Upon receipt of a valid request for donations from an eligible employee, the Director/Assistant Chief (or their designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees. Confidential medical information, unless voluntarily provided by the employee to the Authority, shall not be included in the posted notice.
2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
3. All donations shall be voluntary.

4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; sick leave may not be donated.
5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours; all donations must be made in whole hour increments.
6. All donations shall be irrevocable.
7. At the close of the donation period, the Finance Division shall verify the hourly rate of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.
8. The Finance Division shall process all donations at one (1) time; no additional donations shall be processed.
9. The Authority shall convert the donated time to dollars at the hourly rate of the donor. The dollars shall then be converted to accrued vacation and sick leave, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours shall first be added to the recipient's accrued vacation, to the maximum permitted under Article V, Section 2(C). The balance of the donated converted hours shall then be added to the recipient's sick leave account. These donated vacation and sick leave hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the hourly rate of the recipient and paid to the recipient's surviving spouse or registered domestic partner, or estate in the same manner as any monies due for vacation and/or compensatory time.
10. An employee who is using a Catastrophic Leave donation shall not have that time count for purposes of probation and merit increase eligibility. The probation period and time for eligibility for a merit increase shall be extended by the length of the use of Catastrophic Leave.

Section 10. Paid Annual Leave

- A. Employees are eligible to use paid annual leave (PAL) in addition to their other accrued leave as follows:
 1. In the year in which an employee completes their new hire probation with the Authority, a full-time employee will be eligible to take up to forty (40) hours of PAL time off once completing probation as well as in each subsequent calendar year. A part-time employee will be eligible to take up to twenty (20) hours of PAL time off once completing probation as well as in each subsequent calendar year.
 2. For employees who have passed their new hire probation with the Authority, on January 1 of each year, employees will receive forty (40) hours of PAL time to use throughout that calendar year.
 3. PAL time may not be accrued and must be used within the year earned, which shall

be no later than December 31 of that year. If any of the forty (40) hours of PAL are not used by the employee, it will result in the employee's PAL bank being increased for the following year so that they have exactly forty (40) hours to use within that calendar year. At no time can the employee have more than forty (40) hours in their PAL bank ~~except for those employees who earn additional PAL hours per Article II, Section 10D for the 2022-23 MOU which must all be used during the term of that MOU.~~

4. As permitted by Labor Code Section 227.3, PAL may not be cashed-out at any time, including at the end of employment.
5. Approval to use PAL is subject to operational need and the requests should be made in advance. If a specific date is denied, the approving manager will attempt to schedule a mutually agreeable alternate date. Such alternate dates must be scheduled within the year the PAL is earned.

Section 11. Family and Medical Care Leave / California Family Rights Act Leave and Pregnancy Disability Leave

The Authority will comply with the provisions of both the Federal Family and Medical Care Leave Act and the California Family Rights Act, and the California Pregnancy Disability Leave Law. Posters setting forth the employees' rights under the law are posted at all workplaces in the Authority.

Section 12. Parenthood Leave

- A. A regular, limited-term, or probationary employee shall be granted—upon request—a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child, provided the employee meets the following conditions:
 1. The requested leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child
 2. Sufficient documentation of such birth or placement for legal adoption of a child is submitted with the request for leave
 3. All accrued vacation and compensatory time have been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such leave within any twelve (12) month period.
- C. Parenthood Leave shall not be credited toward continuous service. For employees on Parenthood Leave, merit increase eligibility dates, probation periods, and performance evaluation dates shall be treated as if the employee were on Official Leave.

ARTICLE VI

EMPLOYEE/EMPLOYER RELATIONS

Section 1. Discipline

Employee discipline, including the process for issuing discipline and employee appeal rights, are included in this Section.

A. Suspension, Reduction in Pay, Demotion or Discharge

1. An employee subject to suspension, reduction in pay, demotion or discharge shall receive a written notice of intent to discipline. Except for a notice of intent to suspend for forty (40) hours or less, the notice will be issued at least fourteen (14) calendar days prior to the effective date of the proposed action. The notice of intent to suspend for forty (40) hours or less may be issued any time prior to the proposed effective date of discipline.
2. Such written notices shall contain the elements below:
 - a. A description of the proposed disciplinary action and its effective date(s);
 - b. A statement of the alleged facts which support the proposed action as well as the grounds which are supported by the alleged facts;
 - c. Copies of documents or other evidence on which the proposed action is based;
 - d. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - e. A statement of the employee's right to representation; and
 - f. A statement of the employee's right to appeal should such proposed action become final.
3. If an employee elects to respond orally to the notice of intent to discipline, they shall be given reasonable time off without loss of pay to attend a Skelly meeting.
4. An employee may represent himself/herself themselves or may be represented by a representative in the disciplinary process.
5. An employee and their representative shall receive written notice upholding, reducing, or withdrawing a notice of intent to discipline on or prior to the effective date of such action.
6. Should a proposed discipline become final, an employee shall receive a written notice of discipline which will include the employee's right to appeal such action pursuant to paragraph C of this Section.

B. Written Reprimand

1. A written reprimand requires reasonable cause.
2. An employee may challenge a written reprimand as set forth below in paragraph D.

C. Right to Appeal

1. Employees who receive a Notice of Intent to Discipline ~~or~~ shall have the right to respond prior to the discipline being imposed. Employees who receive a Notice of Discipline have the right to appeal the discipline per the appeal procedure in paragraph D below.
2. If an employee does not comply with the time limits set forth in the appeal procedure in paragraph D below, the employee has waived their right to further process the appeal, and the disciplinary action shall be imposed. Failure by the Authority representative to timely respond to the time limits set forth in paragraph D shall permit the employee to progress the appeal to the next step.
3. The time limits for appeals may be extended by mutual agreement between the Authority representative and employee or their representative.

D. Appeal Procedure

1. The appeal procedure shall include two internal steps as well as an ability of an employee to request arbitration as set forth below.
2. All appeals must be submitted to the Assistant Chief/Human Resources Director who administers employee discipline. Submission of the appeal may be via mail, email, or hand delivery. The appeal must be delivered no later than 5:00 p.m. on the last day allowable under the provisions of this Section.

a. STEP 1

- i. Written Reprimand or Notice of Suspension, Reduction in Pay, Demotion or Discharge

Upon receipt of a written reprimand or notice to suspend, reduce in pay, demote or discharge an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Assistant Chief/Human Resources Director, for an appeal hearing to address the charges in the notice. The Assistant Chief/Human Resources Director shall schedule the meeting with the appropriate Authority representative to hear the employee's presentation. After the employee's presentation, a written determination shall be made within fourteen (14) calendar days. Should the 14th calendar day fall on a weekend or a holiday, receipt of and/or written determination will be made the first business day following the weekend or a holiday.

b. STEP 2

i. Written Reprimand, Suspension, Reduction in Pay, Demotion or Discharge

If the employee does not agree with the outcome in Step 1, the employee may within fourteen (14) calendar days of the receipt of the Step 1 written determination submit a written appeal to the Assistant Chief/Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal, the appropriate Authority representative shall meet with the employee (including with the employee's representative if represented). Within fourteen (14) calendar days thereafter, a written decision shall be provided to the employee and their representative, if represented. Should the 14th calendar day fall on a weekend or a holiday, receipt of and/or written determination will be made the first business day following the weekend or a holiday.

ii. For a written reprimand, the Step 2 determination shall be final and binding and not referable to arbitration.

c. Arbitration

i. For a suspension, reduction in pay, demotion or discharge, if the employee does not agree with the outcome at Step 2 the employee may appeal the matter to arbitration which shall be held in private, (i.e., not a public hearing) by submitting the appeal in writing (and signed by the employee and/or ~~his~~ her—their representative, if represented) to the Assistant Chief/Human Resources Director within fourteen (14) calendar days from the date of receipt of such Step 2 decision. Should the 14th calendar day fall on a weekend or a holiday, receipt of and/or written determination will be accepted or made the first business day following the weekend or a holiday.

ii. The cost of an arbitrator shall be shared equally in all cases by the Authority and the Association (if the Association is paying for any part of the employee's appeal) or solely by the Authority if the Association is not providing any financial support to the employee appealing their discipline.

iii. Finding of Facts and Remedies

An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:

1. First, the arbitrator shall determine if the grounds for discipline were proven by the Authority. Second the arbitrator shall determine if the penalty imposed was appropriate given the proven grounds (which are supported by the facts alleged). If the arbitrator finds that the discipline was appropriate, they shall so find and the discipline is then sustained.

2. If the arbitrator finds that either the grounds alleged were not proven or the penalty imposed was not appropriate given the grounds that were proven, they shall have the authority to issue a decision which either modifies the discipline or concludes that

it was issued without just cause.

If the arbitrator finds that the discipline was issued without cause, the employee shall be entitled to back pay and benefits and if appropriate (for demotions and discharge) restoration to the position from which he was discharged or demoted. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance, applicable taxes and withholdings, and outside earnings that the appellant received since the date of discharge if applicable.

- iv. Arbitration appeal hearings for suspensions for less than forty (40) hours shall be limited to one (1) day, unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions.
- v. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.
- vi. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the requested copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
- vii. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- viii. At the hearing, both the employee and/or their representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - ix. Oral evidence shall be taken only on oath or affirmation.
 - x. Each party shall have these rights: to call and examine witnesses, to

introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in their own behalf, the employee may be called and examined as if under cross-examination.

- xi. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are not, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
- xii. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- xiii. The decision of the arbitrator shall be final and binding on all parties.

Section 2. Grievance Procedure

A. Scope of Grievances

A grievance may be filed by an employee or the Association for an alleged violation of this MOU or to challenge a performance evaluation and/or denial of step for a performance evaluation rated substandard or below overall.

B. General Provisions Grievances

1. If an employee does not present a grievance or does not appeal the decision rendered regarding their grievance within the time limits, the grievance shall be considered resolved.
2. If an Authority representative does not render a decision to the employee within the time limits, the employee may, within fourteen (14) calendar days, thereafter appeal to the next step in the procedure.
3. If it is the judgment of any management representative that they do not have the authority to resolve the grievance, they may refer it to the next step in the procedure. By mutual agreement of the Authority and the employee and/or their representative, Step 1 of the grievance procedure may be waived.
4. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or their representative), the time limits at any step in the procedure may

be extended.

5. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.
6. In order to encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the employee and/or their representative agree that the grievance files of the respective parties shall be confidential.
7. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- a. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Authority, appoint one (1) or two (2) employees to speak for the collective group.
8. An employee may represent himself/herself-themselves or may be represented by their representative in the formal grievance procedure.
9. Reasonable time off without loss of pay shall be given to:
 - a. An employee who has a grievance, in order to attend a meeting with their supervisor or other person with authority to resolve the matter, as prescribed herein.
 - b. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
10. The following restrictions shall apply in all cases to activities related to processing a grievance:
 - a. Before performing any activities related to processing a grievance during work hours, the grievant or grievance representative shall obtain permission of their supervisor, if applicable, and shall report back to the supervisor when the activity is completed.
 - b. Neither the grievant nor the grievance representative shall interrupt or leave their job to perform such activities unless their supervisor determines that such interruption or absence shall not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort shall be made to grant such time off as soon as it is feasible to do so.
11. When an authorized grievance representative must go into another Section or unit to investigate a grievance, if applicable, the representative shall be permitted to do so provided that:
 - a. The representative checks in and checks out with the supervisor of the unit; and

- b. Such investigation will not unduly interfere with the work of the unit.

C. Processing a Grievance

The grievance procedure set forth below must be followed to process a grievance.

Grievances must be submitted to the Assistant Chief/Human Resources Director within the time limits outlined in this Section. Submission may be via mail, hand delivery, or email, but must be delivered no later than 5:00 p.m. on the last day allowable under the provisions of this Section. A grievance may be filed by an employee or the employee's representative in the name of the employee, at the employee's request as well as by the Association.

1. STEP 1:

A grievance must be submitted in writing within fourteen (14) calendar days from the occurrence that gave rise to the problem and shall state the nature of the grievance and the requested remedy. A Step 1 grievance shall be heard by an appropriate Authority representative who has authority to consider the grievance. Within fourteen (14) calendar days after receipt of the written grievance, the employee (including their representative) and/or the Association representative shall meet in an attempt to resolve the grievance. Within fourteen (14) calendar days of that meeting, the Authority representative will then issue a decision at Step 1. Should the 14th calendar day fall on a weekend or a holiday, receipt of and/or written determination will be accepted or made the first business day following the weekend or a holiday. The grievance will either be resolved to the satisfaction of the grievant (employee or association) or the grievant has the right to request that the grievance be submitted to step 2.

2. STEP 2:

If the grievance is not resolved at Step 1, it may be appealed in writing to the Assistant Chief/Human Resources Director within fourteen (14) calendar days after receipt of the written decision from Step 1. Within fourteen (14) calendar days after receipt of the written Step 2 grievance, the Fire Chief or their designee shall meet with the grievant and their representative to try and resolve the grievance. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and their representative. Should the 14th calendar day fall on a weekend or a holiday, receipt and/or written determination will be accepted or made the first business day following the weekend or a holiday.

The decision of the Fire Chief or their designee, regarding a substandard performance evaluation, shall be final and binding and shall not be referable to mediation or arbitration.

The decision of the Fire Chief or their designee, regarding a grievance that alleges a misinterpretation or misapplication of this MOU may be appealed further to mediation or arbitration.

D. Mediation

A grievant who is not satisfied with the decision at Step 2 has the right (but not the obligation) to request that the grievance be submitted to mediation to attempt to resolve.

Mediation is a non-binding process where the parties utilize the services of a mediator to try and reach an amicable resolution of the grievance. If mediation is chosen, the parties can either agree on a mediator they both wish to use or the Authority will contact the State Mediation and Conciliation Service to appoint a mediator.

E. If the grievance alleges a misinterpretation or misapplication of this MOU, it may be appealed further to arbitration.

1. If a grievance that alleges a misinterpretation or misapplication of this MOU is not resolved at Step 2 (or at mediation if that process is used) the grievant may request that it be submitted to arbitration. Such a request must be made within fourteen (14) calendar days from the date a decision was rendered at Step 2 or the completion of the mediation process. The arbitrator shall conduct a private hearing (i.e., not in public). The process for that hearing is set forth below.
2. If the grievance is decided by an arbitrator, the grievant and their representative shall relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
3. The cost of an arbitrator shall be shared equally in all cases by the Authority and the grievant.
4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.
5. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend

and their scheduling shall be reasonable and scheduled in advance.

7. At the hearing, both the employee and/or the employee's representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - a. Oral evidence shall be taken only on oath or affirmation.
 - b. Each party shall have the right to call and examine witnesses; introduce exhibits; cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; impeach any witness regardless of which party first called the witness to testify; and rebut the evidence against the witness. If the employee does not testify on their own behalf, the employee may be called and examined as if under cross-examination.
 - c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
 - d. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
 - e. The decision of the arbitrator shall be final and binding on all parties.

~~Section 3. Layoffs~~

~~The Authority shall follow the Layoff Procedure set forth in the Personnel and Salary Resolution.~~

Section 34. Probationary Period

A. New Probation

1. Full-Time Employee

A new or reemployed employee who has been out of Authority service for more than two (2) years shall be placed on new probationary period for fifty-two (52) weeks from the date of appointment. For example, if an employee was hired on Friday, October 20~~4~~, 202~~3~~², their probationary period ends at 11:59 p.m. on Thursday, October 17~~,19~~, 202~~4~~³.

2. Part-Time Employee

A new or reemployed employee who has been out of Authority service for more than two (2) years, employed in a part-time position, shall be placed on new probation for two thousand eighty (2,080) paid hours

B. Promotional Probation

1. An employee who is promoted, shall be placed on promotional probation, except as provided in paragraph B.2 of this Section.
 - a. A full-time employee shall serve a probation period of fifty-two (52) weeks For example, if an employee was promoted on Friday, October 20, 2023~~2~~ their probationary period ends at 11:59 p.m. on Thursday, October ~~17~~¹⁹, 2024~~3~~.
 - b. A part-time employee shall serve a promotional probation period of two thousand eighty (2,080) paid hours.
2. When an employee is promoted, demoted or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, demoted or reassigned is subsequently deleted or abolished, the incumbent employee shall not be required to serve a promotional probation period.

C. Failure of Probation

1. New Probation

An employee on new probation may be released from service at the sole discretion of the Authority at any time without right of appeal.

2. Promotional Probation

- a. An employee on promotional probation may be rejected from probation at any time at the sole discretion of the Authority at any time without right of appeal
- b. When an employee fails their promotional probation, the employee shall have the right to return to their former class, provided the employee was not in the previous class for the purpose of training for a promotion to a higher class.
- c. When an employee is returned to their former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class.
- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class (assuming the employee meets the minimum qualifications for the job) in their former occupational series closest to, but no higher than, the salary range of the class that the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

- e. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

D. General Provisions Regarding Probationary Periods

1. When an employee's record consists of a combination of full-time and part-time service, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, two thousand eighty (2,080) hours shall equal fifty-two (52) weeks.
2. When an employee successfully completes probation, it shall be based upon a written performance evaluation which shall be discussed with the employee. An employee who is permitted by the Authority to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. Time away from work (excluding any paid leave) in excess of fifteen (15) cumulative calendar days (including time on light duty,) during probation shall cause the employee's probationary period to be extended by the length of the time away from work.
2. Upon recommendation of the Assistant Chief/Director or their designee or request of the employee with the concurrence of the Assistant Chief/Director or their designee, the probationary period of an employee may be extended at the sole discretion of the Assistant Chief/Human Resources Director for a period not to exceed one hundred eighty (180) calendar days. Such action must be approved by the Assistant Chief/Human Resources Director prior to the employee's probationary period ~~has~~ endinged. Denial of a request to extend a probation period (by an employee) shall not be subject to appeal or grievance.

Section 5. Performance Evaluations

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all employees at least once each year, and, in addition, for employees on probationary status, at least once near the middle of the probation period and prior to the end of the probation period.
- B. The Authority shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. The employee shall have thirty (30) days to attach a response to the evaluation.

Section 6. Personnel Files

- A. The Authority shall maintain a personnel file for each employee.

- B. Adverse documents prepared by the Authority shall not be included in an employee's personnel file unless a copy is provided to the employee. The employee will have the right to place any comments (in response to the document) on adverse documents which are entered into the employee's personnel file.
- C. An employee shall have the right to inspect and review the contents of their personnel file at reasonable intervals including when subject to discipline.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of paragraphs B and C above.
- E. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Assistant Chief/Human Resources Director and the employee concerned or by an order of an arbitrator or court, unless the particular item is otherwise required by law to be kept. Neither an employee nor the Association can grieve a decision by the Authority to not destroy a document contained in a personnel file.

Section 7. Association Rights

A. Payroll Deductions

The Association shall notify the Authority, in writing, as to the amount of dues uniformly required of all employees who elect to be members of the Association. The Authority will deduct dues from members of the Association and will remit it to the Association. Association membership dues shall be deducted by the Authority from the pay checks/direct deposits of such members. The Authority shall transmit the dues so deducted to the Association on a monthly basis. The Authority will also transmit a quarterly report to the Association setting forth the employees who pay membership dues.

It is the Association's responsibility to inform the Human Resources Department as to which members of the bargaining unit are members of the Association. The Association shall inform the Human Resources Department in writing of any changes in the membership status of any Association members. Employee requests to cancel or change deductions shall be directed to the Association. The Association shall indemnify the Authority for any claims made by an employee for deductions made in reliance on that information.

The Association agrees to indemnify the Authority for any claim that dues were wrongfully collected as a result of the Association's failure to notify the Authority of membership changes.

The Authority shall provide the Association with the name, job title, department, work location, home and personal telephone numbers, personal email addresses on file with the Authority (unless the employee notifies the Authority that they do not want their personal phone or email address provided to the Association) and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. Additionally, the Authority shall provide the Association with a list of that information for all employees in the bargaining unit at least every 120 days. The information identified in this section shall be provided to the Association regardless of whether the newly hired employee was previously employed by the Authority or whether or not the employee wishes to be a member of the Association, unless the employee has requested in writing that the information shall not be disclosed.

Every 30 days the Authority shall provide the Association with a list of those employees for whom dues are being withheld along with the transmittal of the dues being deducted.

B. Use of Bulletin Board

Space shall be made available to the Association on Authority bulletin boards, provided such use does not interfere with the needs of the Authority, and material posted is not derogatory to the Authority, Authority employees, or other employee organizations. Material which is derogatory towards any employee or the Authority may be removed by the Authority. Notices shall be dated and signed by the authorized representatives of the Association responsible for their issuance.

C. Use of Authority Facilities

With the approval of the Assistant Chief/Human Resources Director, the Association may hold meetings of their members on Authority property during non-working hours, provided the request is made to the Assistant Chief/Human Resources Director as to the specific location and dates of the meeting prior to such meeting. Requests will be granted if meeting space is available.

Section 8. Classification

It is the responsibility of Department Heads and immediate supervisors to ensure that employees perform work duties and responsibilities within the framework of the employee's assigned classification as described in the established classification specifications.

Requests for review of the classification of a position may be initiated by a department or an employee, and shall proceed through the departmental chain of command for approval.

Section 9. Joint Labor Management Committee

The Authority agrees to participate in a Joint Labor Management Committee with the Association to discuss issues regarding the Retiree Medical, classifications (e.g., job descriptions) and any other issue the parties wish to discuss. Neither party is obligated to engage in labor negotiations regarding topics addressed in this MOU.

ARTICLE VII

EMPLOYMENT PROVISIONS

Section 1. Temporary Promotion

- A. An employee who is assigned on a temporary basis to a higher level vacant (regular or limited-term) position shall be promoted on a temporary basis to that class, provided they meet the qualifications of the position, when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work, and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to their former class. In such a case, the employee shall be reassigned within five (5) working days.
- B. The Authority may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize an employee in a higher level vacant (regular or limited-term) position for a period that is expected to be at least one hundred twenty (120) consecutive regularly scheduled hours, but less than one (1) year.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary status they would have achieved if the employee had remained in the lower class throughout the period of their service in the higher class.
- D. When an employee who has been on temporary promotion is promoted to that same classification without returning to their former class, the time served in the temporary promotion shall be credited towards the promotional probationary period.
- E. At the end of the employee's assignment to the higher class, the employee shall have the right to return to their former class and department. A temporary promotion shall not exceed a period of one (1) year.

Section 2. Status of Limited Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except those contained in the LAYOFF PROCEDURE, that accrue to employees in regular positions.
- B. A regular employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the Fire Chief shall become a limited-term regular employee.
- C. Limited-term employees hired under programs that involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their

original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived with the approval of the Human Resources Director. Limited-term employees not hired under programs that involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date or purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll, except as provided in Section 2.E of this Article.

E. Regular employees who transfer, promote, or reduce to limited-term positions at the direction of the Fire Chief shall retain their former status and retain their layoff benefits in their former layoff unit. The Fire Chief shall make such an order in writing prior to the date of transfer, promotion, or reduction.

Section 3. Reemployment of Regular Employee

A regular employee who leaves Authority employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Authority Leave for such period of time.

ARTICLE VIII

LAYOFF PROCEDURES

Section 1. Layoffs

A. General Provisions

1. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
2. Section 6, Reinstatement Lists and Section 7, Status on Reinstatement of this Article shall not apply if the Authority has a written agreement with an employer, public or private, that guarantees the Authority employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by Authority employees, and the new employer does make such an offer in writing to the employee.
3. This procedure shall not apply to employees who have special or unique knowledge or skills that are of special value in the operation of the Authority business.

Section 2. Order of Layoff

A. The Authority may abolish a position because of change in duties or organization or shortage of work or funds which, in turn, may require the layoff of one (1) or more employees. When a layoff is implemented, employees in regular positions and those occupying limited-term positions at the direction of the Fire Chief shall be laid off in the following order within a class:

1. Employment Status - Except as provided in Section 1.A.3 of this Article, all new probationary employees and employees on temporary promotion shall be removed from the class.
2. Past Performance - Any employee whose last regularly scheduled performance evaluation was rated "Substandard" and who has received a subsequent interim performance evaluation rated "Substandard" shall be subject to layoff before employees subject to Section 2.A.3 of this Article.
3. Service Hours - After all new probationary employees, employees on temporary promotion, and employees subject to layoff under Section 2.A.2 of this Article have been removed from a class within a layoff unit, the employee with the lowest number of service hours shall be subject to layoff first. When two (2) or more employees have the same number of service hours, the Authority shall determine the order of layoff for these employees.

B. Layoffs shall be made by class within the Authority, except that:

1. Where a class has a dual or multiple concept, the Human Resources Director may authorize a layoff by specialty within the class.
2. Where appropriate, the Human Resources Director may authorize a layoff by division or smaller unit.
3. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to their former class and shall be subject to layoff in accordance with this procedure.

Section 3. Notification to Employees

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work, whenever practicable.
- B. It is the intent of the Authority that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 4 of this Article.
- C. The notice of layoff shall include: the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's service hours, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 4 and 5 of this Article, and the right of the employee to advise the Authority of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 4. Voluntary Reduction in Lieu of Layoff

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit, provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer service hours than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the lowest number of service hours shall be subject to layoff.
- B. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work, following actual receipt of the notice, to notify the Authority in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Authority of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

- C. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the employee is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail, to notify the Authority of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
- D. Failure by an employee to respond to the Authority pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class, and that the employee's hire date stated in the layoff notice was correct.
- E. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 5. Voluntary Reduction from Class Designated as Vulnerable to Layoff

An employee in a class designated by the Authority as vulnerable to layoff may request a voluntary reduction to any class, provided the employee possesses the minimum qualifications for the class, and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on Authority Reinstatement Lists pursuant to Section 6.A.3 of this Article.

Section 6. Reinstatement Lists

- A. The following persons shall be placed on Authority Reinstatement Lists in the order of their respective service hours with the person having the largest number of service hours listed first, except that employees laid off pursuant to Section 2.A.2. of this Article shall be placed in service hour order after all other employees.
1. Persons Laid Off - The names of persons laid off shall be placed on a Reinstatement List for each class in the occupational series at or below the level of the class from which laid off.
 2. Persons Who Exercise Their Rights under Section 4 of this Article - The names of persons who exercise their rights under Section 4 of this Article shall be placed on a Reinstatement List for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.
 3. Persons Who Voluntarily Reduced Under the Provisions of Section 5 of this Article - The names of persons who were voluntarily reduced under the provisions of Section 5 of this Article shall be placed on a Reinstatement List for the class from which reduced and for each class in the occupational series below the level of the

class from which they voluntarily reduced, provided they request to be placed on such Lists.

Positions to be filled shall be offered first to persons on the Reinstatement List for that class, starting at the top of the List. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications for the class, and pass any required performance tests for that class.

B. Names of persons placed on the Reinstatement List shall remain on the Lists for two (2) years, except that:

1. A person who, on two (2) separate occasions, rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the Lists for that class.
2. A person who retires from the Authority shall be removed from all Lists.

C. The Lists may be extended for a period not to exceed one (1) year, at the discretion of the Human Resources Director prior to thirty (30) days before the Lists' expiration dates.

D. Reinstatement Lists shall be available to affected employees upon reasonable request.

Section 7. Status on Reinstatement

A. An employee who has been laid off under the provisions of this Article and subsequently reinstated in a regular or limited-term position within a two (2) year period from the date of their layoff shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account when laid off shall be restored.
2. All service hours held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates and service awards.
4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay, except that a probation period shall be established as determined by Article VI, Section 3.B if reinstatement is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reinstated in a regular or limited-term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations: The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the same point/rate on the salary range as the employee's salary in the lower class, whichever is higher. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay.

C. When an employee is reduced under the provisions of this Article and is subsequently reinstated in a class higher than the one from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above, and the employee's salary and probation period shall be determined by treating the employee as though they are being promoted from such class.

ARTICLE IX

ON-THE-JOB INJURIES, WORKERS' COMPENSATION

Section 1. Medical Treatment

Whenever an employee sustains an injury, illness or disease arising out of and in the course of Authority employment that requires medical treatment, the employee shall obtain treatment pursuant to the appropriate California Labor Code Sections.

Section 2. Disability Payments and Leave

A. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at their option, use any accrued sick leave, compensatory time, and/or vacation, in that order.

B. While an employee receives workers' compensation supplement pay (which is taxable), no deductions nor payments shall be made from any sick leave, compensatory time, or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

C. The probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered Authority service for completion of the probation period.

D. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at their option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Section 2.B of this Article.

E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of sick leave and vacation earning rates.

F. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of Authority employment, the employee shall receive workers' compensation supplement pay that, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year, including holidays.

G. When an injury is determined to be job-related by the Authority or by the Workers' Compensation Appeals Board, eighty (80) percent of all sick leave, compensatory time, and/or vacation expended since the fourth day of disability shall be restored to the

employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all sick leave, compensatory time, and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

Section 3. Injury to Volunteer Reserve Firefighter

Whenever an employee who is also a Volunteer Reserve Firefighter is compelled to be absent from their regular employment due to injury arising out of and in the course of their volunteer service as a Volunteer Reserve Firefighter, such employee shall receive temporary disability and/or permanent disability as prescribed by the California Labor Code relative to workers' compensation benefits.

ARTICLE X

SAFETY

Section 1. General Provisions

- A. The Authority shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.
- B. Any employee who either does not receive an answer to a safety-related question from their supervisor within three (3) days, or receives an answer that the employee deems unsatisfactory, may directly contact the designated Authority Safety Officer.
- C. Any employee who is directed to perform a task that the employee in good faith feels is unsafe may request an immediate investigation from the designated Authority Safety Officer. During the period that the designated Authority Safety Officer is conducting an investigation, the employee shall be assigned to other work at no loss of earnings. If the task is ruled to be safe by the designated Authority Safety Officer, the employee shall be required to perform the duties assigned.
- D. In accordance with OCFA standard operating procedure HR 04.01, the Authority shall establish guidelines to notify the investigative team of the existence of a serious injury or fatality involving an employee and to secure the scene until such time as the investigative team can conduct an investigation of the serious injury or fatality. This would involve securing the equipment directly involved, the immediate area to the incident, and the apparatus directly involved.
- E. The Authority shall furnish all equipment that is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the Authority shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the Authority shall provide first aid training for one (1) employee at each new work location.
- H. No employee shall be required to work under conditions dangerous to the employee's health or safety.

Section 2. Abatement of Violations

In any instance in which the Authority is cited for a violation of California/OSHA, the Authority shall abate the cited hazard to health or safety within the abatement period required.

CONTRACT SIGNATURES

Orange County Fire Authority
Management Association

Orange County Fire Authority

~~Jay Barkman~~Patrick Bauer
~~President~~Negotiations Team Member/
Lead Negotiator

Lori Zeller
Deputy Chief, Administration and
Support

Duke Steppe, Director/President

Joel Brodowski, Director/Vice President

Tamy Rivers Director/Secretary

Tammie Pickens Director/Treasurer
Director

Stephanie Holloman
Assistant Chief/Human Resources
Director

~~Tamy Rivers~~Brad Stephens
Director

Robert Cortez
Assistant Chief/Business Services

Dave Johnson, Negotiations Team Member

Kavin Parikh, Negotiations Team Member

Marianne Reinhold—
Attorney for the OCFAMA

Peter J. Brown
Labor Negotiator

APPENDIX A

OCFAMA CLASSIFICATIONS

Classes included in the OCFAMA as of the date the Board approves this MOU:

0570 Accounting Manager
1810 Assistant Clerk of the Authority
1710 Assistant Treasurer
0853 Behavioral Health and Wellness Coordinator
0555 Budget Analyst
0575 Budget Manager
1820 Clerk of the Authority
0450 Construction and Facilities Division Manager
0440 Construction Project Manager
0190 Deputy Fire Marshal
0875 Diversity and Inclusion Coordinator
1530 EMS Coordinator
1250 Emergency Communications Center Manager
0870 Environmental Health and Safety Officer
0430 Facilities Maintenance Manager
0590 Finance Division Manager
0280 Fleet Services Division Manager
0765 Human Resources Manager
1370 Information Technology Division Manager
1400 Information Technology Manager
16530 Legislative Affairs Program Manager
1620 Management Analyst
1540 Medical Director
0760 Organizational and Development Training Program Manager
0560 Payroll/Accounts Payable Manager
1080 Public Relations Manager
0330 Purchasing Division Manager
0860 Risk Management Analyst
0880 Risk Manager
0550 Senior Accountant
0740 Senior Human Resources Analyst
1625 Senior Management Analyst
1720 Treasurer
0877 Workers' Compensation Program Manager

APPENDIX B

SALARY SCHEDULE



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
June 22, 2023

Agenda Item No. 4A
Public Hearing

Updated Community Risk Reduction and Miscellaneous Fee Schedules

Contact(s) for Further Information

Lori Smith, Assistant Chief/Fire Marshal lorismith@ocfa.org 714.573.6016
Community Risk Reduction Department

Robert C. Cortez, Assistant Chief robertcortez@ocfa.org 714.573.6012
Business Services Department

Gina Cheung, Accounting Manager ginacheung@ocfa.org 714.573.6303

Summary

This agenda item is submitted for approval of the updated Community Risk Reduction and Miscellaneous Fee Schedules.

Prior Board/Committee Action

On April 28, 2022, the Board of Directors reviewed and approved Resolution No. 2022-03 approving changes in Community Risk Reduction (Formerly Fire Prevention) and Miscellaneous Fees by a 20-0 vote (Directors Chun, Hasselbrink, Hatch, Rains, and Sachs absent).

On June 14, 2023, the Budget and Finance Committee reviewed the proposed agenda item and directed staff to place the item on the Board of Directors agenda by a vote of 6-0 (Directors Gabbard, Patel and Hernandez absent).

RECOMMENDED ACTION(S)

1. Conduct a Public Hearing.
2. Find that, in accordance with California Government Code Section 66014, the proposed fees do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080.
3. Approve and adopt Resolution entitled A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY AMENDING RESOLUTION 2022-03

Impact to Cities/County

Not Applicable.

Fiscal Impact

The proposed fee schedule (including the exemptions policy) is estimated to result in an approximate \$287,000 increase in cost recovery from the FY 2023/24 proposed budget of \$7.67 million, depending upon volume of activity.

Background

The OCFA's Community Risk Reduction fees were first adopted by the County of Orange effective July 1, 1991, and were subsequently updated in 1997, 2002, 2007, 2012, 2014, 2015, 2017, and 2022 by the OCFA. Per the OCFA Board fee resolution adopted on April 28, 2022, the Community Risk Reduction Fees and Charges Schedules shall be adjusted July 1 of each succeeding year commencing in 2023, unless a comprehensive fee study is conducted prior to implementation of such an adjustment. The fee adjustments will be the same as the percentage adjustments in the Authority salary and employee benefits provided for in the Memoranda of Understanding for the General and Supervisory Units until such time as a new comprehensive fee study is conducted. The adjustments will not exceed the cost of providing these services. The proposed fee adjustment, based on the salary and employee benefit changes from FY 2022-23 to FY 2023-24, is 3.67%, and the updated Community Risk Reduction Fee schedule is provided as Attachment 2. Staff has updated the Community Risk Reduction Fees Resolution for the Exemptions and Exceptions Policy as Attachment 1.

At its April 2022 Board of Directors Meeting, the Board directed staff to conduct an internal review on a sample of plan review codes to audit the accuracy of data entry in time logging as well as plan review activity task completion and accuracy. Staff completed its review and concluded the data, fees, and workflows to be valid (Attachment 4).

Miscellaneous Fees

The proposed changes to the Miscellaneous Fees Schedule (Attachment 3) will bring the fees into compliance with the Public Records Act and consistent with the Government Code. These fees are charged when staff responds to a Public Records Request that require specialized information or reports and/or copies of existing documents.

Attachment(s)

1. Proposed Resolution
 - a. Proposed Exemptions and Exceptions Policy
2. Proposed Fee Schedule
3. Proposed Miscellaneous Fee Schedule
4. 2022 Fee Schedule Informal Audit

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE ORANGE COUNTY FIRE AUTHORITY AMENDING
RESOLUTION 2022-03**

WHEREAS, the Joint Powers Agreement establishing the Orange County Fire Authority authorizes the Authority to levy and collect fees for services; and

WHEREAS, the Orange County Fire Authority adopted Resolution 2022-03 on April 28, 2022, setting forth fees for Community Risk Reduction (formerly Fire Prevention); and

WHEREAS, the Schedule of Fees is now being recommended for additional update, effective July 1, 2023, to reflect the 3.67% increase in salary and employee benefits that are required during FY 2023/24 per existing Memorandums of Understanding; and

WHEREAS, the Board of Directors finds that in accordance with California Government Code Section 66014, the proposed Community Risk Reduction fees and miscellaneous fees set forth in Attachment 2 and 3 do not exceed the cost of providing services and are only for the purpose of meeting operational expenses and are, therefore, exempt from compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21080; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Orange County Fire Authority does hereby adopt the Exemption Policy and approve the fees set forth in Attachment 1A, 2 and 3 attached hereto, effective on July 1, 2023.

SECTION 1. That this Resolution amends Resolutions 2022-03 to the extent that such prior Resolution established or approved changes in the fees specifically addressed in this Resolution and the attachments hereto.

SECTION 2. That said Community Risk Reduction Fees and Charges Schedules shall be adjusted July 1, 2023 and each succeeding year unless a comprehensive fee study is conducted prior to implementation of such an adjustment. The fee adjustments will be the same as the percentage adjustments in the Authority salary and employee benefits provided for in the Memoranda of Understanding for the General and Supervisory Units until such time as a new comprehensive fee study is conducted. The adjustments will not exceed the cost of providing these services.

PASSED, APPROVED, AND ADOPTED this 22nd day of June 2023.

Vince Rossini, Chair
Board of Directors

ATTEST:

Maria D. Huizar
Clerk of the Authority

APPROVED AS TO FORM:

David E. Kendig
General Counsel

Orange County Fire Authority
ORANGE COUNTY FIRE AUTHORITY
EXEMPTIONS AND EXCEPTIONS POLICY
COMMUNITY RISK REDUCTION
Effective July 1, 2023

The following activities and/or entities shall be exempt from fees charged for Community Risk Reduction services on the attached fee schedules:

1. Facilities owned and operated by OCFA Partner Agencies (including the County of Orange) and funded from the Partner Authority's general fund. Enterprise funded departments of Partner Agencies (such as Orange County Integrated Waste Management) are not exempt.
2. Day-care facilities owned and operated by public schools and unified school districts.
3. Official Services to include all plan checking, fire permits and inspection activities at public schools, unified school districts, community colleges and universities whose policy-making body is subject to the Brown Act. Special events funded by an entity other than the policy-making body, false alarms, and additional services not described herein are subject to fees.
4. Automotive Compressed Natural Gas refueling stations installed within a residential structure. (added in 2008)
5. Fire false alarm response at single-family homes.
6. Projects and activities related to the Orange County Fire Authority Nonprofit Foundation.
7. Businesses storing propane in quantities less than or equal to 125 gallons.

The Fire Marshal, or designee, may exempt any Community Risk Reduction fee when, in the opinion of the Fire Marshal (or designee), the fee is determined to be a minimal risk to the community or environment and a single issuance permit or penalty. The request must be submitted and approved in writing.

ORANGE COUNTY FIRE AUTHORITY

**PROPOSED FEE SCHEDULE
PLANNING AND DEVELOPMENT SERVICES**

Effective Date July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
PR100	California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning	\$426	\$442
PR104	Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access	\$404	\$418
PR105	Development Plan/Site Review	\$538	\$558
PR110	Map review (A map) -- tentative tract map/screen check	\$538	\$558
PR115	Final map review (B Map) and/or clearance letter for print of linen	\$269	\$279
PR120	Conceptual fuel modification - Multi-Dwelling or Commercial Area (Plan Review ONLY)	\$1,081	\$1,121
PR121	Conceptual fuel modification - Single Family Dwelling (Plan Review ONLY)	\$702	\$728
PR124	Precise fuel modification (includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)	\$1,289	\$1,337
PR124i	Precise fuel modification – INSP ONLY	\$368	\$382
PR125	Precise fuel modification – Single Family Dwelling	\$755	\$782
PR125i	Precise fuel modification – Single Family Dwelling INSP ONLY	\$333	\$346
PR127i	Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development	\$737	\$764
PR145	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	\$749	\$776
PR145i	Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY	\$263	\$273
PR146	Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone (Plan Review ONLY)	\$507	\$526
PR147	Fire protection plan – "Add-on" 7A to large "Parent" Fire Protection Plan (Plan Review ONLY)	\$211	\$218
PR150	Fire master plan – public school	Exempt	Exempt
PR155	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete.	\$614	\$637
PR155i	Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP	\$193	\$200
PR160	Residential site review for single family dwelling consisting of one or two units (Plan Review ONLY)	\$359	\$372
PR160i	Residential site review for single family dwelling – INSP ONLY	\$158	\$164
PR172	Methane testing, findings, & recommendations (Currently included with the Methane work plan)	\$625	\$648
PR174	Methane mitigation plan	\$538	\$558
PR180	Vehicle or pedestrian gates across emergency access roads	\$547	\$567
PR180i	Vehicle or pedestrian gates across emergency access roads- INSP ONLY	\$123	\$127
PR182	Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required	\$91	\$95
PR184	Speed hump review and drive test	\$995	\$1,032
PR186	Operations pre-planning automation. Fee waived if criteria on handout are satisfied	\$632	\$655
PR192	Addressing Layout Developments - Commercial/Residential	Hourly Rate	Hourly Rate
PR200	All A Occupancy > 10,000 square feet aggregate	\$1,872	\$1,941
PR200i	All A Occupancy > 10,000 square feet aggregate INSP ONLY	\$368	\$382
PR204	All A Occupancy ≤ 10,000 square feet aggregate area)	\$1,356	\$1,406
PR204i	All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY	\$368	\$382
PR208	All A ≤ 1500 square feet	\$959	\$995
PR208i	All A ≤ 1500 sq. ft. INSP ONLY	\$263	\$273
PR212	Educational other than day care (Plan Review ONLY)	\$807	\$837
PR212i	Educational other than day care - INSP ONLY	\$211	\$218
PR216	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate (Plan Review ONLY)	\$538	\$558
PR216i	Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY	\$263	\$273
PR220	E Day Care or I-4 (see PR212 for any combination of E occupancies sharing common egress) (Plan Review Only)	\$1,076	\$1,116
PR220i	E Day Care or I-4 - INSP ONLY	\$316	\$327
PR224	B,F,M,S occupancies when required by Building Official (Plan Review ONLY)	\$650	\$674

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

ORANGE COUNTY FIRE AUTHORITY

**PROPOSED FEE SCHEDULE
PLANNING AND DEVELOPMENT SERVICES**

Effective Date July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
PR224i	B,F,M,S occupancies - INSP ONLY	\$316	\$327
PR232	H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required	\$1,498	\$1,552
PR232i	H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY	\$421	\$437
PR236	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	\$1,041	\$1,079
PR236i	S1 - Motor Vehicle Repair Garages INSP ONLY	\$368	\$382
PR240	S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)	Hourly Rate	Hourly Rate
PR240i	S1 -Aircraft Repair Hanger INSP ONLY	Hourly Rate	Hourly Rate
PR244	H5 Occupancy (Chem class fee (PR320-PR328), also required) (Plan Review ONLY)	Hourly Rate	Hourly Rate
PR244i	H5 Occupancy INSP ONLY	Hourly Rate	Hourly Rate
PR248	Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)	Hourly Rate	Hourly Rate
PR248i	Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY	Hourly Rate	Hourly Rate
PR256	I3: Structures with restrained occupants, 3 cells or less	\$637	\$660
PR256i	I3: Structures with restrained occupants, 3 cells or less - INSP ONLY	\$211	\$218
PR260	I3: Structures with restrained occupants, more than 3 cells	\$1,065	\$1,104
PR260i	I3: Structures with restrained occupants, more than 3 cells INSP ONLY	\$526	\$546
PR264	R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building	\$538	\$558
PR268	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.	\$1,392	\$1,443
PR268i	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building INSP ONLY	\$316	\$327
PR272	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.	Hourly Rate	Hourly Rate
PR272i	R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building INSP ONLY	\$526	\$546
PR276	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. Facilities serving 6 or less clients, submit only to PFS.	Hourly Rate	Hourly Rate
PR276i	R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. INSP ONLY	\$421	\$437
PR285	Hi-Rise: Structures that are 75' or higher measured from lowest point of fire department access	\$2,705	\$2,805
PR285i	High-rise: Structures that are 75' or higher in height - INSP ONLY	\$263	\$273
PR300	Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)	\$825	\$855
PR300i	Above-ground storage tank, including equipment -INSP ONLY	\$211	\$218
PR305	Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Aboveground safety/components only)	\$854	\$885
PR305i	Dispensing from underground storage tank: New Installation, INSP ONLY (Aboveground safety/components only)	\$211	\$218
PR310	Dispensing from Underground storage tank: Repair, alteration, abandonment (Aboveground safety/components only)	\$525	\$544
PR315	Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required.	\$841	\$872
PR315i	Hazardous Material Process/Storage for Non - H Occupancies – INSP ONLY	\$211	\$218
PR318	Chemical Classification 1-5 Chemicals	\$487	\$505
PR320	Chemical Classification Review. 6-15 chemicals	\$810	\$839
PR322	Chemical Classification Review 16-50 chemicals	\$899	\$932
PR324	Chemical Classification Review. 51-100 chemicals	\$1,168	\$1,211
PR326	Chemical Classification Review. > 100 chemicals	\$1,693	\$1,756
PR328	Chemical Classification Review. Unusual chemicals/quantities	Hourly Rate	Hourly Rate
PR330	High-piled storage: code/commodity compliance	\$1,369	\$1,419
PR330i	High-piled storage - INSP ONLY	\$526	\$546
PR335	Commercial cooking hood and duct system (per system)	\$607	\$630
PR335i	Commercial cooking hood and duct system (per system) - INSP ONLY	\$211	\$218

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PLANNING AND DEVELOPMENT SERVICES

Effective Date July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
PR340	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant	\$995	\$1,032
PR340i	Refrigeration unit and system – INSP ONLY	\$602	\$624
PR345	Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a spraying operation (Spraying room see H2)	\$854	\$885
PR345i	Spray booth, spraying area - INSP ONLY	\$316	\$327
PR350	Gas systems: medical gas, industrial gas (including piping and manifolds)	\$959	\$995
PR350i	Gas systems: medical gas, industrial gas – INSP ONLY	\$316	\$327
PR355	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals)	Hourly Rate	Hourly Rate
PR355i	Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals INSP ONLY	Hourly Rate	Hourly Rate
PR360	Special equipment: industrial ovens, vapor recovery, dust collection	\$1,033	\$1,071
PR360i	Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY	\$211	\$218
PR362	Photovoltaic System - Residential Alternative Compliance (Plan Review ONLY)	\$202	\$209
PR362i	Photovoltaic System - Residential Alternative Compliance INSP ONLY	\$158	\$164
PR363	Photovoltaic System - Commercial (Requested by Building Official) (Plan Review ONLY)	\$269	\$279
PR363i	Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY	\$211	\$218
PR365	Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon, Inergen, etc.)	\$854	\$885
PR365i	Special extinguishing system – INSP ONLY	\$211	\$218
PR375	Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64 or 2007 IFC Section 608)	\$870	\$902
PR375i	Battery systems INSP ONLY	\$211	\$218
PR380	Smoke control systems; review of rational analysis	\$1,541	\$1,598
PR382	Smoke control systems: design/testing – inc. 1 submittal meeting w/customer	\$3,348	\$3,471
PR382i	Smoke control systems: design/testing INSP ONLY	\$316	\$327
PR390	Emergency Responder Radio System (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR400	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)	\$667	\$691
PR400i	NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY	\$263	\$273
PR401	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)	\$630	\$653
PR401i	NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY	\$316	\$327
PR402	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations	\$473	\$490
PR402i	TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$211	\$218
PR405	NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments	\$445	\$461
PR405i	NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY	\$211	\$218
PR406	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR406i	NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR INTERNAL TRACKING PURPOSE)	\$0	\$0
PR410	NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building	\$719	\$746
PR410i	NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY	\$211	\$218
PR415	NFPA 13R fire sprinkler system >16 units	\$854	\$885
PR415i	NFPA 13R fire sprinkler system >16 units INSP ONLY	\$316	\$327
PR420	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser	\$870	\$902
PR420i	New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY	\$316	\$327
PR425	New NFPA 13 fire sprinkler system:>100 fire sprinkler heads w/1 riser	\$959	\$995
PR425i	New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP ONLY	\$421	\$437
PR430	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations	\$443	\$459
PR430i	TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY	\$211	\$218
PR435	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations	\$625	\$648
PR435i	TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY	\$211	\$218
PR440	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review	\$905	\$938

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PLANNING AND DEVELOPMENT SERVICES

Effective Date July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
PR440i	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP ONLY	\$316	\$327
PR445	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	\$585	\$606
PR445i	Pre-action fire sprinkler system: INSP ONLY	\$316	\$327
PR450	New or TI to NFPA 13 in-rack fire sprinkler systems	\$1,123	\$1,164
PR450i	New or TI to NFPA 13 in-rack sprinkler fire sprinkler systems - INSP ONLY	\$316	\$327
PR460	NFPA 14 Class I, II or III standpipes	\$870	\$902
PR460i	NFPA 14 standpipes INSP ONLY	\$211	\$218
PR465	Fire pump installation	\$1,224	\$1,268
PR465i	Fire pump installation - INSP ONLY	\$439	\$455
PR470	Underground fire protection system: single hydrant OR single riser connection	\$660	\$684
PR470i	Underground fire protection system: single hydrant or riser. INSP ONLY	\$211	\$218
PR475	Underground fire protection for each additional connection for hydrants or risers - use with PR470	\$190	\$197
PR475i	Underground fire protection system: use with PR475 - INSP ONLY	\$211	\$218
PR480	Underground repair	\$495	\$513
PR480i	Underground repair – INSP ONLY	\$158	\$164
PR500	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices	\$412	\$428
PR500i	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices – INSP ONLY	\$211	\$218
PR510	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices	\$632	\$655
PR510i	Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY	\$228	\$236
PR520	Fire alarm system: 16-30 initiating and/or 41-80 notification devices	\$1,087	\$1,127
PR520i	Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY	\$211	\$218
PR530	Fire alarm system. >30 initiating devices and/or >80 notification devices	\$1,491	\$1,545
PR530i	Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY	\$263	\$273
PR610	Field review/inspection – Underground repair	\$414	\$429
PR615	Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no permit required)	Exempt	Exempt
PR625	Field Review/ Inspection -Temporary above-ground storage tanks, including equipment	\$273	\$284
PR630	Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations	\$326	\$338
PR635	Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations	\$431	\$447
PR900	Coordination/Pre-submittal Meetings: (Initial 2 hours)	\$576	\$597
PR905	Written response to inquiry	\$462	\$479
PR910	Alternate Method and Material Request - 2 hrs minimum	Hourly Rate	Hourly Rate
PR920	Plan resubmittal: fee charged on 3rd and each subsequent submittal - 1 hr minimum	Hourly Rate	Hourly Rate
PR922	Plan revision	Hourly Rate	Hourly Rate
PR924	Re-stamp of plans with wet stamp when submitted with approved plans	Hourly Rate	Hourly Rate
PR926	Accelerated plan review (fee is in addition to base fee assessed for plan review) - 1 hr minimum	50% of Hourly Rate	50% of Hourly Rate
PR928	Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time intensive projects, research, travel time, etc. - 1 hr minimum	Hourly Rate	Hourly Rate
PR938i	13D Reinspection 1-10	\$153	\$159
PR939i	13D Reinspection 11+	\$205	\$213
PR940i	Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc. - 1 hr minimum	Hourly Rate	Hourly Rate
PR942i	Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection	Hourly Rate	Hourly Rate
PR943	Penalty for Failure to Cancel Scheduled Inspection	50% of inspection fee	50% of inspection fee
PR944i	Accelerated Inspection Request (fee is in addition to base fee assessed for inspection) - 1 hr minimum	50% of Hourly Rate	50% of Hourly Rate

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(b) 2023-24 Hourly Rate = \$238 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
AA1	Aerosol – Issuance	\$160	\$166
AA1R	Aerosol - Reissuance	\$77	\$80
AA2	Aircraft Refueling – Issuance	\$392	\$406
AA2R	Aircraft Refueling – Reissuance	\$253	\$262
AA3	Aviation Facility – Issuance	Hourly Rate	Hourly Rate
AA3R	Aviation Facility – Reissuance	Hourly Rate	Hourly Rate
AA5	Waste Handling – Issuance	Hourly Rate	Hourly Rate
AA5R	Waste Handling – Reissuance	Hourly Rate	Hourly Rate
AA6	Amusement Building – Issuance	Hourly Rate	Hourly Rate
AA6R	Amusement Building – Reissuance	Hourly Rate	Hourly Rate
AC1	Candles/Open flame – Issuance	\$118	\$122
AC1R	Candles/Open flame – Reissuance	\$77	\$80
AC2	Carnival or Fair – Issuance	Hourly Rate	Hourly Rate
AC6	Combustible Material Storage – Issuance	Hourly Rate	Hourly Rate
AC6R	Combustible Material Storage – Reissuance	Hourly Rate	Hourly Rate
AC71	Compressed Gas – Corrosive Issuance	\$178	\$185
AC71R	Compressed Gas – Corrosive Reissuance	\$96	\$100
AC710	Compressed Gas-Toxic - Issuance	\$178	\$185
AC710R	Compressed Gas-Toxic - Reissuance	\$96	\$100
AC72	Compressed Gas – Flammable Gas Issuance	\$178	\$185
AC72R	Compressed Gas – Flammable Gas Reissuance	\$96	\$100
AC73	Compressed Gas-Highly Toxic - Issuance	\$178	\$185
AC73R	Compressed Gas-Highly Toxic - Reissuance	\$96	\$100
AC74	Compressed Gas – Inert Gas Issuance	\$125	\$130
AC74R	Compressed Gas – Inert Gas Reissuance	\$77	\$80
AC76	Compressed Gas-Oxidizer - Issuance	\$178	\$185
AC76R	Compressed Gas-Oxidizer - Reissuance	\$96	\$100
AC77	Compressed Gas – Pyrophoric - Issuance	\$175	\$181
AC77R	Compressed Gas – Pyrophoric - Reissuance	\$96	\$100
AC91	Cryogens – Physical or Health Hazard - Issuance	\$89	\$92
AC91R	Cryogens – Physical or Health Hazard - Reissuance	\$77	\$80
AC92	Cryogen – Flammable Issuance	\$160	\$166
AC92R	Cryogen – Flammable Reissuance	\$96	\$100
AC94	Cryogen – Inert Issuance	\$89	\$92
AC94R	Cryogen – Inert Reissuance	\$77	\$80
AC95	Cryogen – Oxidizer Issuance	\$107	\$111
AC95R	Cryogen – Oxidizer Reissuance	\$77	\$80
AD11	Dry Cleaning Plants - Package Issuance	\$89	\$92
AD11R	Dry Cleaning Plants – Package Reissuance	\$77	\$80
AD2	Dust Producing Operations - Issuance	\$178	\$185
AD2R	Dust Producing Operations - Reissuance	\$116	\$120

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(b) 2023-24 Hourly Rate = \$238 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
AE1	Explosives/Blasting Condition with OCSD Approval – Issuance	Hourly Rate	Hourly Rate
AF1	Firework Stands	\$138	\$143
AF2	Outdoor Fireworks Display, such as July 4th displays	\$2,064	\$2,140
AF21	Outdoor Fireworks Display, such as home coming & barge display	\$531	\$550
AF22	Pyrotechnics/Special Effects Materials	\$873	\$905
AF31	Flammable Combustible Liquids – Issuance to use or operate a pipeline	Hourly Rate	Hourly Rate
AF31R	Flammable Combustible Liquids - Reissuance	Hourly Rate	Hourly Rate
AF32	Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)	\$178	\$185
AF32R	Flammable Combustible Liquids – Reissuance	\$96	\$100
AF33	Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside.	\$178	\$185
AF33R	Combustible Liquids – Reissuance	\$96	\$100
AF35	Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.	\$178	\$185
AF35R	Flammable Combustible Liquids – Reissuance	\$96	\$100
AH11	Hazardous Materials – Oxidizing Issuance	\$178	\$185
AH110	Hazardous Materials – Water Reactive Issuance	\$89	\$92
AH110R	Hazardous Materials – Water Reactive Reissuance	\$96	\$100
AH11R	Hazardous Materials – Oxidizing Reissuance	\$96	\$100
AH12	Hazardous Materials – Corrosive Issuance	\$178	\$185
AH12R	Hazardous Materials – Corrosive Reissuance	\$96	\$100
AH13	Hazardous Materials – Flammable Solids Issuance	\$178	\$185
AH13R	Hazardous Materials – Flammable Solids Reissuance	\$96	\$100
AH14	Hazardous Materials – Highly Toxic Issuance	\$171	\$177
AH14R	Hazardous Materials – Highly Toxic Reissuance	\$89	\$92
AH15	Hazardous Materials – Organic Peroxide Issuance	\$171	\$177
AH15R	Hazardous Materials – Organic Peroxide Reissuance	\$89	\$92
AH16	Hazardous Materials – Pyrophoric Issuance	\$171	\$177
AH16R	Hazardous Materials – Pyrophoric Reissuance	\$89	\$92
AH18	Hazardous Materials – Toxic Issuance	\$178	\$185
AH18R	Hazardous Materials – Toxic Reissuance	\$82	\$85
AH19	Hazardous Materials – Unstable Reactive Issuance	\$178	\$185
AH19R	Hazardous Materials – Unstable Reactive Reissuance	\$96	\$100
AH3	High Piled Combustible - Issuance	\$356	\$369
AH3R	High Piled Combustible Reissuance	\$195	\$202
AL1	Liquefied Petroleum Gas – Issuance	\$89	\$92
AL1R	Liquefied Petroleum Gas - Reissuance	\$77	\$80
AL2	Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance	Hourly Rate	Hourly Rate
AL3	Lumber Yards and Woodworking Plants – Issuance	\$285	\$295
AL3R	Lumber Yards and Woodworking Plants - Reissuance	\$195	\$202
AM1	Magnesium Working – Issuance/Reissuance	Hourly Rate	Hourly Rate
AM2	Open and Covered Malls - Issuance/Reissuance	\$613	\$635
AM3	Motor Vehicle Fuel Dispensing – Issuance	\$125	\$130
AM31	Motor Vehicle Fuel Dispensing – Package Issuance	\$71	\$74
AM31R	Motor Vehicle Fuel Dispensing – Package Reissuance	\$77	\$80

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ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
AM3R	Motor Vehicle Fuel Dispensing - Reissuance	\$77	\$80
AO1	Open Burning/Fire – Issuance	Hourly Rate	Hourly Rate
AO3	Industrial Ovens – Issuance	\$125	\$130
AO3R	Industrial Ovens - Reissuance	\$77	\$80
AP21 to AP22	Assembly, <300 occupants - Issuance	\$633	\$656
AP21R to AP22R	Assembly, <300 occupants - Reissuance	\$428	\$444
AP23 to AP25	Assembly, >300 occupants - Issuance	\$1,023	\$1,061
AP23R to AP25R	Assembly, >300 occupants - Reissuance	\$530	\$549
AR2	Refrigeration Equipment – Issuance	\$285	\$295
AR2R	Refrigeration Equipment – Reissuance	\$136	\$141
AR3	Repair and Service Garage – Issuance	\$232	\$241
AR31	Repair and Service Garage < 5000 sq ft – Package Issuance	\$214	\$222
AR31R	Repair and Service Garage < 5000 sq ft – Package Reissuance	\$175	\$181
AR3R	Repair and Service Garage – Reissuance	\$175	\$181
AS1	Spraying or Dipping Operation – Issuance	\$339	\$351
AS1R	Spraying or Dipping Operation - Reissuance	\$77	\$80
AT1	Tent/Membrane Structure – Issuance	Hourly Rate	Hourly Rate
AT1.1	Canopy Structure – Issuance	Hourly Rate	Hourly Rate
AT2	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance	Hourly Rate	Hourly Rate
AT2R	Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance	Hourly Rate	Hourly Rate
AW1	Hot Work - Issuance.	\$125	\$130
AW11	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance	\$136	\$141
AW11R	Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance	\$77	\$80
AW1R	Hot Work - Reissuance.	\$77	\$80
J200	Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)	Hourly Rate	Hourly Rate
J201	Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$250	\$250
J202	Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$500	\$500
J203	Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees) (Penalty fees are not included with the annual S&EB increase)	\$1,000	\$1,000
M100	Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)	\$535	\$555
M101	Correctional or Detentional Facility – Small (i.e. holding cells)	\$214	\$222
M102	High Rise Facility > 75 Feet	\$1,220	\$1,265
M103	Mid Rise Facility 55 - 74 Feet	\$642	\$666
M121	Care Facility for more than 6 ambulatory & non-ambulatory clients	\$321	\$333

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

ORANGE COUNTY FIRE AUTHORITY

PROPOSED FEE SCHEDULE

PREVENTION FIELD SERVICES

Effective Date - July 1, 2023

Fee Code	Service Name	2022-23 Adopted Fee	2023-24 Proposed Fee (a) (b)
M123	Hospitals, Nursing homes, Mental hospitals, and Surgery Centers	\$909	\$942
M124	Community Care Facility (i.e. clearance letter, large family day, & etc.)	\$107	\$111
M125	Pre-Inspection Residential Care Facility (i.e. Single Family Residences)	\$428	\$444
M128	Permits Special Event - Applied to all Special Events that require operational permits	\$71	\$74
M129	Over the Counter Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$53	\$55
M130	Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal	\$107	\$111
M131	Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.	\$160	\$166
M132	Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.	\$321	\$333
M133	Special Event Expedite Fee for <10 days submittal	50%	50%
M140	Fire Watch - Requested	Hourly Rate	Hourly Rate
M141	Standby – Engine Company – Board approved cost recovery rate	Hourly Rate	Hourly Rate
M150	Base Fee	\$78	\$81
M151	Alternate Means & Methods	Hourly Rate	Hourly Rate
M152	All other time to be charged as Time and Materials	Hourly Rate	Hourly Rate
False Alarm			
	False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)	\$100	\$100
	Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$250	\$250
	Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$500	\$500
	Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)	\$1,000	\$1,000
800 MHz Radio Loaner/Rental Program			
	Loaning of the preprogrammed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation. (This program is not included with the annual S&EB increase)	\$75 per month	\$75 per month

(a) Based on 3.67% Salary and Employee Benefit increase per Board resolution rounded to nearest \$1

(b) 2023-24 Hourly Rate = \$238 per hour

ORANGE COUNTY FIRE AUTHORITY
Schedule of Public Record Request Fees and Charges
Effective July 1, 2023

SERVICES **AMOUNT**

DUPLICATION FEES

Duplication General:

Copy Rate..... \$0.10 per page
 CD/DVD Disks* **\$1.30 per CD/DVD, plus postage if mailed**
 Photographs..... actual cost

Fair Political Practices Commission (FPPC) Filings (Fees per California Government Code § 81008):

Filings/Statements \$ 0.10 per page or current FPPC rate
 Retrieval Fee Not to exceed \$5.00 for copies/reports 5+ years old or current FPPC rate

Report s/Maps:

After Action Reports..... actual cost/posted reports available on-line at no charge
 Annual Financial Report..... actual cost/current fiscal year available on-line at no charge
 Budget actual cost/current fiscal year available on-line at no charge
 Property Related Records (Community Right to Know Reports)..... \$2.50 per address
 Fire Incident/Fire Investigation/Paramedic Reports **\$\$0.10 per page, plus postage if mailed or \$0 for electronic transmittal**
 Reports prepared by Consultants actual cost
 Geographic Information System (GIS)/Battalion/Division Maps..... actual cost@

Specialized Reports/Maps:

Creation of special computer-generated reports/Maps **Current Hourly Rate, in 15 minutes increment** plus \$0.10 per page, plus postage if mailed or \$0 for electronic transmittal**

Position Title	Current Hourly Rate (Fully Burdened) **
IT Analyst	\$104.75
IT Manager	\$153.16
Management Assistant	\$63.30
Senior Management Analyst	\$125.09

Requiring research of records, analysis, compilation Actual cost per hour for the first hour, thereafter billed in ¼ hour increments + \$0.10 per page@

911 Audio Recording* **\$1.30 per CD/DVD, plus postage if mailed or \$0 for electronic transmittal**

Subscriptions(Via US Mail):

Minutes.....	\$35.00 per year/per body
Agendas.....	\$35.00 per year/per body
Agenda Packet.....	\$25.00 per packet plus postage, if applicable

Note: All agenda items are available on-line at no charge

MISCELLANEOUS SERVICES FEES

Certification.....	\$2.00 per document
Delivery Service.....	actual cost
Email Server Search* ...	\$0.10 per page, plus postage if mailed or \$0 for electronic transmittal
Fax Transmissions	\$0.10 per page/paid prior to transmission in-lieu of duplication fee
Notary Fees (per CA Government Code § 8211 and 8223)	\$10.00 per signature or current rate
Postage	current US Postage Rates
Record Retrieval – Offsite Storage	\$20 per box (actual cost)

SUBPOENA FEES (per California Government Code §68096.1 & 68097.2)

Subpoena for Records	\$15.00 deposit applied toward actual costs or current State rate
Subpoena for Witness ..	\$275.00 deposit applied toward actual witness expenses or current State rate

WAIVER OF FEES

The above fees may be waived at the discretion of the Section Manager concerned when it is clear that the general public and/or OCFA will benefit by providing the service at no cost.

- (a) Examples of the types of service for which the above fees may be waived are as follows:
 - (1) Requests from City Officials, Board Members, etc. for business purposes
 - (2) Requests from individuals or firms directly concerned with pending actions of the Board of Directors or Executive Committee, which require their attendance at a Public Hearing or when legal notice is required.
 - (3) Requests from other Public agencies, including law enforcement agencies and the District Attorney, in cases of cooperative exchange of information.
- (b) Decisions on questionable items shall be made by the Fire Chief or designee.

LATE FEES

A 10% late fee may be assessed on past due accounts if payment is not received by the original due date. Late fee assessments applicable to this policy include, but are not limited to

- Ambulance – Advanced Life Support (ALS)/Basic Life Support (BLS) supply reimbursements
- Fire Prevention Activities
- Special Activities requiring a permit
- And any other OCFA miscellaneous billings including but not limited to Fire Restitution

***The California Public Records Act provides that a fee may be charged to cover the *direct costs* incurred in duplicating records or information requested. In most scenarios, requesters are only responsible for the direct cost associated with producing duplicate copies of the records in physical or electronic form, not including the costs of staff time conducting searches. However, requests are subject to charge when the electronic records sought require data compilation, extraction, or programming to produce the record. A deposit in advance will be required prior to production.**

Community Risk Reduction Planning and Development 2022 Fee Schedule Informal Audit

Summary

The April 28, 2022, the Board of Directors adopted the proposed Community Risk Reduction and Miscellaneous Fees during public hearing.

Director Gamble directed the Fire Marshal to select a few large project Plan Review (PR) codes and audit for accuracy of data entry in time logging as well as plan review activity task completion and accuracy. Specifically mentioned were PR440 – TI Fire Sprinklers over 100 heads and PR285 – High Rise Structures 75 feet or higher.

The CRR team selected these two project types and in addition, PR204 – “A” Occupancies 1,501-10,000 square feet. This was selected due to frequency of reviews.

Audit strategy:

- Examine data entry details to include application to the correct PR code and recordation of actual work done.
- Confirm that all activity tasks were accounted for during plan review. Each fee code has various task activities assigned not only as a reminder to the staff but a breakdown of activities that are billable.
- Determine the percentage of these PR codes that may have had additional time and material fees applied, and/or additional inspections purchased, indicating that the base fee is consistently too low.

Results:

- Accuracy in data entry is consistently well done. Notetaking is very common for additional comments and fee application.
- Completing all activity tasks under each PR is accurate.
- Fee codes were followed appropriately during plan review, however additional time and materials have a separate PR code, therefore are hard to determine what project they may apply to without accurate note taking. While this doesn't indicate inaccurate note taking necessarily, we see opportunities for improvement. The new ORION system will track this better.
- Training was provided to the plan review team to ensure quality and quantity accuracies.

Conclusion:

We find the data, fees, and workflows to be valid and will continue to monitor into the future.