



**NOTICE AND CALL OF A SPECIAL MEETING  
OF THE  
ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS**

A Special Meeting of the  
Orange County Fire Authority Board of Directors  
has been scheduled for April 23, 2015  
at 5:30 p.m.

The meeting will be held at:  
Orange County Fire Authority  
Regional Fire Operations & Training Center  
Board Room  
1 Fire Authority Road  
Irvine, CA

The business to be transacted at the meeting will be  
as shown on the attached Agenda.

Opportunity will be provided for members of the public to address the  
Orange County Fire Authority Board of Directors  
regarding any item of business as described on the Agenda.

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Elwyn A. Murray, Board Chair



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

### BOARD OF DIRECTORS SPECIAL MEETING

Thursday, April 23, 2015

Closed Session 5:30 P.M.

Public Session 7:00 P.M.

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

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 of Directors 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 Sherry A.F. Wentz, 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>

If you wish to speak before the Fire Authority Board, 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 being heard before the Board. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

### CALL TO ORDER

INVOCATION by OCFA Chaplain Emily McColl

PLEDGE OF ALLEGIANCE by Director Kusumoto

### ROLL CALL

### PUBLIC COMMENTS – CLOSED SESSION

At this time, any member of the public may address the Board on items listed under Closed Session. Comments are limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

**CLOSED SESSION**

**CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiators: Jeremy Hammond, Human Resources Director, and  
Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters Association,  
Local 3631 and Orange County Fire Authority  
Managers' Association

Authority: Government Code Section 54957.6

**CS2. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Name of Case: Orange County Fire Authority and City of Irvine v All Persons  
Interested in the Matter of the Validity of that Second Amendment to  
Amended Joint Powers Authority

Case No.: Court of Appeal, Fourth Appellate District, Division Three – Appellate  
Case No. G050687

Authority: Government Code Section 54956.9(d)(1)

**CLOSED SESSION REPORT**

**1. PRESENTATIONS**

No items.

**PUBLIC COMMENTS – PUBLIC SESSION**

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 Board on items within the Board's 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 Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at [www.ocfa.org](http://www.ocfa.org). You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

**REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR**

**REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR**

**REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR**

**REPORT FROM THE FIRE CHIEF**

- Invitation to Emergency Response Demos

**2. MINUTES****A. Minutes from March 26, 2015, Regular Board of Directors Meeting**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

**3. CONSENT CALENDAR****A. Credit Card Service Fee Policy**

**Committee Recommendation: *APPROVE***

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Adopt the proposed Credit Card Fee Policy.

**B. Organizational Development and Training (ODT) Manager Position**

**Committee Recommendation: *APPROVE***

Submitted by: Brian Young, Assistant Chief/Organizational Planning Department

Recommended Actions:

1. Approve and authorize staff to unfreeze and fund the ODT Manager position for the remainder of FY 2014/15.
2. Authorize a budget adjustment in Fund 121 in the amount of \$53,685 to fund the position for the remainder of FY 2014/15.

**C. Secured Fire Protection Agreement: Oakcrest Terrace**

Submitted by: Brian Young, Assistant Chief/Organizational Planning Department

Recommended Actions:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with Savi Ranch Housing Partners, LP, related to the Oakcrest Terrace residential development in the City of Yorba Linda.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed document within fifteen days of recordation.

**END OF CONSENT CALENDAR****4. PUBLIC HEARING(S)**

No items.

**5. DISCUSSION CALENDAR****A. Orange County Employees Retirement System (OCERS) Pension Plan Opt Out Regulation**

Submitted by: David Kendig, General Counsel and Jeremy Hammond, Human Resources Director

Recommended Actions:

1. Make the OCERS regulation on Waiver of Membership applicable to Executive Management employees of the OCFA, allowing any newly-hired, eligible Executive Management employee to waive membership in the OCERS plan that he/she is entitled to by virtue of employment with OCFA in an OCERS-covered position and upon meeting the requirements of the OCERS regulation.
2. Approve and authorize the Fire Chief or his designee to sign the OCERS Employer's Concurrence Waiver of Membership Form.
3. Approve and authorize the Human Resources Department to provide the OCERS Waiver of Membership Form to all newly-hired Executive Management employees to determine whether an employee electing to waive membership is eligible to participate in state or federal programs providing retirement benefits, and to ensure the necessary steps are taken to enroll the employee in any such program.

**B. Board Rules of Procedure Amendment: Public Comments and Order of Business**

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Adopt the proposed Resolution to amend the Board of Directors Rules of Procedure relating to public comments and order of business.

**C. Progress Report for Purchase of Urban Search & Rescue Warehouse**

Submitted by: Lori Zeller, Assistant Chief/Business Services Department and Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

1. Accept the due diligence findings and staff's recommendations for upgrades and repairs.
2. Direct staff to proceed in closing escrow for the purchase of the US&R warehouse at 19682 Descartes, Foothill Ranch, California.
3. Direct staff to increase the US&R warehouse project budget by \$1,146,739 in the Fire Stations and Facilities Fund (123) as follows:
  - a. Increase FY 2014/15 appropriations by \$792,491 for acquisition and closing costs.
  - b. Include \$354,248 in the proposed FY 2015/16 budget for completion of necessary tenant improvements (\$223,748) and facility repairs (\$130,500).

**D. Approval of Memorandum of Understanding Orange County Professional Firefighters' Association, Local 3631**

Submitted by: Jeremy Hammond, Director/Human Resources Department

Recommended Action:

Approve the proposed revisions to the existing MOU between the Orange County Fire Authority and the Orange County Professional Firefighters' Association, effective through October 31, 2015.

**E. Service Delivery Enhancements**

Submitted by: Brian Young, Assistant Chief/Organizational Planning Department and Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

1. Direct staff to include funding for these phase-one enhancements in the proposed FY 2015/16 budget.
2. Direct staff to continue to evaluate and recommend the phase-in of service enhancements, as feasible, at six month intervals.

**F. Legislative Update AB 1217**

Submitted by: Sandy Cooney, Director/Communications and Public Affairs

Recommended Actions:

1. Offer a motion to establish the Board's position on AB 1217.
2. Direct staff to evaluate and develop an outreach strategy to support the Board's position.

**BOARD MEMBER COMMENTS**

**CONTINUED CLOSED SESSION, if needed.**

**CONTINUED CLOSED SESSION REPORT, if needed.**

**ADJOURNMENT** - The next special meeting of the Orange County Fire Authority Board of Directors is scheduled for May 28, 2015, at 5:30 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16<sup>th</sup> day of April 2015.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority

**UPCOMING MEETINGS:**

Human Resources Committee Meeting	Tuesday, May 5, 2015, 12:00 noon
Budget and Finance Committee Meeting	Wednesday, May 13, 2015, 12:00 noon
Claims Settlement Committee Meeting	Thursday, May 21, 2015, 5:30 p.m.
Executive Committee Meeting	Thursday, May 21, 2015, 6:00 p.m.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**April 23, 2015**

**Agenda Item No. 1**  
**Presentations**

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There are no presentations scheduled for this agenda.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular Meeting  
Thursday, March 26, 2015  
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room  
1 Fire Authority Road  
Irvine, CA 92602-0125**

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## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on March 26, 2015, at 6:04 p.m. by Vice Chair Hernandez.

## **INVOCATION**

Chaplain Jeff Hetschel offered the invocation.

## **PLEDGE OF ALLEGIANCE**

Director Robinson led the assembly in the Pledge of Allegiance to our flag.

## **ROLL CALL**

**Present:** Angelia Amezcua, Santa Ana  
Rick Barnett, Villa Park  
Carol Gamble, Rancho Santa Margarita  
Craig Green, Placentia  
Gene Hernandez, Yorba Linda  
Warren Kusumoto, Los Alamitos  
Jerry McCloskey, Laguna Niguel  
Charles Puckett, (Alternate) Tustin  
Ed Sachs, Mission Viejo  
David Sloan, Seal Beach  
Todd Spitzer, County of Orange  
Tri Ta, Westminster  
Richard Viczorek, (Alternate) Dana Point

Bob Baker, San Clemente  
Lisa Bartlett, County of Orange  
Gerard Goedhart, La Palma  
Noel Hatch, Laguna Woods  
Robert Johnson, Cypress  
Jeffery Lalloway, Irvine  
John Perry, San Juan Capistrano  
Dwight Robinson, Lake Forest  
Don Sedgwick, Laguna Hills  
David John Shawver, Stanton  
Elizabeth Swift, Buena Park  
Phillip Tsunoda, Aliso Viejo

**Absent:** Al Murray, Tustin

Joseph Muller, Dana Point

## **Also present were:**

Fire Chief Jeff Bowman	Assistant Chief Lori Zeller
Assistant Chief Dave Thomas	Assistant Chief Mike Schroeder
Assistant Chief Brian Young	Clerk of the Authority Sherry Wentz
General Counsel David Kendig	Human Resources Director Jeremy Hammond
Communications and Public Affairs Director Sandy Cooney	

Director Baker arrived at this point (6:05 p.m.)

## **PRESENTATIONS**

### **1. Requests for Commendations and Proclamations (X: 11.09) (F: 11:02) (F11:09D)**

On motion of Director Robinson and second by Director McCloskey, the Board voted unanimously to approve the requests as submitted and made presentations to those present.

- A. Vice Chair Hernandez and Fire Chief Bowman presented Length of Service Recognitions to Captain Dean Johnson and Fire Apparatus Engineer Jim Silva for 30 years of service. Also recognized for 30 years of service but not in attendance were Fire Captains Mark Petz and Kirk Grant.
- B. Proclamation “Wildfire Awareness Week” was declared by the Board of Directors for May 3 through May 9, 2015.
- C. Proclamation “Drowning Prevention Awareness” was declared by the Board of Directors for April 26 through May 25, 2015.
- D. Adoption of Resolution No. 2015-03 recognizing 9-1-1 Hero Nicole Suarez of Tustin for her act of bravery and calm using the 9-1-1 emergency system to notify authorities of a house fire. (F: 11.07)

RESOLUTION NO. 2015-03  
A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS RECOGNIZING A 9-1-1 HERO  
NICOLE SUAREZ, TUSTIN

Director Goedhart arrived at this point (6:11 p.m.)

## **PUBLIC COMMENTS (F: 11.11)**

Stephen Wontrobski, Mission Viejo resident, stated he was opposed to Assembly Bill 1217. He also addressed private ambulance service vs. contract.

Director Amezcua arrived at this point (6:20 p.m.)

**REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)**

Budget and Finance Committee (BFC) Chair McCloskey reported on the March 11, 2015, Committee meeting that the Committee voted unanimously to appoint Director Swift as Vice Chair of the Committee to complete former Director Allevato's term. The Committee reviewed the Financial Audit Services Contract Renewal, the Monthly Investment Reports, and the Updated Broker/Dealer List, and voted unanimously to direct staff to place these items on the agenda for the Executive Committee, with the recommendation that the Executive Committee approve the recommended actions. The Committee received the Updated Broker/Dealer List and detailed report from OCFA's Treasurer, Tricia Jakubiak, and unanimously recommended approval. The Committee also reviewed the FY 2014/15 Mid-Year Budget Adjustment and the 2014 Homeland Security Grant Program Agreement to Transfer Property or Funds, and voted unanimously to direct staff to place these items on the agenda for the Board of Directors meeting of March 26, 2015, with the recommendation that the Board of Directors approve the recommended actions.

**REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 11.12)**

Human Resources Committee (HRC) Chair Shawver reported the Committee did not meet in the month of March; therefore there is nothing to report at this time.

**REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR (F: xx)**

Claims Settlement Committee Vice Chair Hernandez reported at the March 19, 2015, Committee meeting, the Claims Settlement Committee considered the claims presented and took no reportable action.

**REPORT FROM THE FIRE CHIEF (F: 11.14)**

Fire Chief Bowman introduced Communications and Public Affairs Director Sandy Cooney who presented an update on "PulsePoint," a project dispatch system which alerts CPR-trained bystanders to a nearby sudden cardiac arrest event through the PulsePoint Respond mobile app, and identifies the closest location of an Automated External Defibrillator (AED).

Fire Chief Bowman provided an update on the recently established Battalion Chief promotional process. He introduced Human Resources Director Jeremy Hammond who gave an overview of the recent streamlining of the process.

Director Tsunoda arrived at this point (6:25 p.m.)

**2. MINUTES**

**A. Minutes from February 26, 2015, Regular Board of Directors Meeting (F: 11.06)**

On motion of Director McCloskey and second by Director Swift, the Board voted unanimously to approve the minutes from the February 26, 2015, Board of Directors meeting with Vice Chair Hernandez and Director Bartlett abstained.

**3. CONSENT CALENDAR**

Consent Calendar items 3A, 3B, 3C, 3E, and 3G were pulled for separate consideration.

**A. Adoption of Ticket and Passes Distribution and Payments Policies**

Director Spitzer pulled this item identifying concerns with some of the policies.

Fire Chief Bowman recommended staff pull the item to make revisions and return it to the Board for their consideration.

**B. Adoption of Board Teleconferencing Policy (F: 11.10m)**

Staff pulled this item to be heard at a future Board of Directors meeting.

**C. FY 2014/15 Mid-Year Budget Adjustment (F: 15.04)**

Director Barnett pulled this item for clarification on the air operations expenditure.

On motion of Director Lalloway and second by Director Barnett, the Board voted unanimously to authorize the proposed mid-year budget adjustments.

**D. 2014 Homeland Security Grant Program Agreement to Transfer Property or Funds**

On motion of Director Johnson and second by Director Swift, the Board voted unanimously to:

1. Adopt Resolution No. 2015-04 authorizing the Fire Chief, or his designee, to execute the Agreement to Transfer Property or Funds for 2014 Homeland Security Grant Program Purposes.

RESOLUTION NO. 2015-04  
A RESOLUTION OF THE ORANGE COUNTY FIRE  
AUTHORITY BOARD OF DIRECTORS AUTHORIZING FIRE  
CHIEF TO EXECUTE DOCUMENTS NECESSARY TO  
OBTAIN FEDERAL ASSISTANCE

2. Increase revenue and appropriations in the FY 2014/15 General Fund by \$160,000 for the Fire Captain position at the Orange County Intelligence Assessment Center.

Director Gamble arrived at this point (6:58 p.m.)

#### **E. Reserve Firefighter Program Status Update**

Director Spitzer pulled this item to inquire about current vacancies and suggested OCFA promote recruiting for the remote fire station locations.

Staff recommended continuing this item and return to the Board with additional data at a future date.

#### **F. Grant Acceptance for State Responsibility Area Fire Prevention Fund Program**

On motion of Director Johnson and second by Director Swift, the Board voted unanimously to review and authorize the proposed mid-year budget adjustment to increase revenue and appropriations in the FY 2014/15 General Fund by \$110,000 for the development of a County-wide Wildfire Protection Plan.

#### **G. 911 Emergency Ambulance Contracts Advanced Life Support Billing/Reimbursement Agreements**

Vice Chair Hernandez pulled this item to inquire what the deadline is for approving this agreement.

Assistant Chief Lori Zeller provided a brief overview.

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to the agreement.

Director Bartlett asked that this item be continued until the County approves the contract award.

On motion of Director Robinson and second by Director Goedhart, the Board voted to approve and authorize the Board Chair to sign the Advanced Life Support Billing Agreement in the form provided with Directors Spitzer and Shawver abstained.

#### **4. PUBLIC HEARING(S)**

No items.

## **CLOSED SESSION**

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matters on the Agenda identified as CS1, Conference with Labor Negotiator, and CS2, Conference with Legal Counsel – Existing Litigation.

Vice Chair Hernandez recessed the meeting to Closed Session at 7:13 p.m.

### **CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiators: Jeremy Hammond, Human Resources Director, and  
Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters Association,  
Local 3631 and Orange County Fire Authority  
Managers' Association

Authority: Government Code Section 54957.6

### **CS2. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Name of Case: Orange County Fire Authority and City of Irvine v All Persons  
Interested in the Matter of the Validity of that Second Amendment to  
Amended Joint Powers Authority

Case No.: Court of Appeal, Fourth Appellate District, Division Three – Appellate  
Case No. G050687

Authority: Government Code Section 54956.9(d)(1)

Vice Chair Hernandez reconvened the meeting at 8:20 p.m., with Directors Bartlett, Lalloway, and Ta absent.

## **CLOSED SESSION REPORT (F: 11.15)**

General Counsel David Kendig indicated the Board took no reportable action during Closed Session.

## **5. DISCUSSION CALENDAR**

### **A. Conducting Effective Board Meetings**

Clerk of the Authority Sherry Wentz presented the staff report.

On motion of Director Johnson and second by Vice Chair Hernandez, the Board voted to direct staff to implement the recommendations beginning in April 2015 with Directors Bartlett, Lalloway, and Ta absent.

### **B. Omitted**

### **C. Progress Report for Purchase of Urban Search & Rescue Warehouse**

Stephen Wontrobski, Mission Viejo resident, spoke in opposition to this item.

Director Gamble praised both Assistant Chief Lori Zeller and Division Chief Bryan Brice for their diligence and work on the property search and negotiations.

On motion of Director Gamble and second by Director Swift, the Board voted to receive and file the progress report with Directors Bartlett, Lalloway and Ta absent.

### **BOARD MEMBER COMMENTS (F: 11.13)**

Director Perry from San Juan Capistrano announced his new appointment to the Board.

Director Sachs recommended OCFA look into the use of the Smart 911 app; new software for dispatch that provides critical additional information about 9-1-1 callers from any type of phone.

Director Puckett noted this was his first meeting to fill in for absent Chair Al Murray.

Director Kusumoto recognized Division Chief Ken Cruz who coordinated Station No. 2, to fill in on behalf of the Joint Force Firefighters at the 35<sup>th</sup> Annual Southland Credit Union Los Alamitos Race on the Base event.

Director Baker asked for an update on the Board dais voting system.

Assistant Chief Lori Zeller reported an RFP was recently released for the project.

**ADJOURNMENT** – Vice Chair Hernandez adjourned the meeting at 8:42 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for April 23, 2015, at 6:00 p.m.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority



Staff recently negotiated a reduction in fees charged by Elavon from an average rate of 3.5% to 3.0%. Assuming similar activity, fees in 2015 are estimated at \$48,000, a reduction of \$7,000 over 2014. However, staff expects that further savings can be achieved through an RFP process to be performed later this year. Alternatively, these costs could be eliminated completely through adoption of a Credit Card Fee Policy, as proposed herein.

### ***California State Law***

California Government Code Section 6159 permits government agencies to accept credit card payments and charge a reasonable fee to the credit card users to offset the cost incurred to provide this convenience.

### ***VISA/Credit Card Association Regulations Regarding Credit Card Service Fees***

Each credit card association has different requirements for “surcharges” and “convenience fees.” VISA has the most restrictive guidelines, defining a “surcharge” as an added cost for the privilege of paying by credit card and defining a “convenience fee” as a fee for the privilege of using an alternative/convenient payment method or channel that is not standard for the merchant (i.e. online or phone transaction instead of face-to-face).

Prior to settlement of a class action lawsuit in July 2012, VISA prohibited merchants from imposing surcharges on its cards, but allowed a convenience fee with requirements along with its Tax Payment Program. Other card associations also allowed a convenience fee with conditions. As a result of these regulations, we previously saw limited transactions with convenience fees imposed for credit card payments. The limited transactions included property tax payments, income tax, or utility payments from government agencies. For example, the County of Orange charges credit card fees with credit card payment of property taxes.

In 2012, settlement of the class action lawsuit allowed merchants to impose a surcharge. Effective November 6, 2012, VISA expanded its Tax Payment Program and renamed it the Government and Higher Education Program, which includes eligibility for OCFA. Under this program, OCFA may pass credit card service/convenience fees to card users. In addition, other card associations’ (MasterCard, Discover, and American Express) allow pass through of fees.

Since this option is now available, staff recommends adoption of the attached Credit Card Service Fee Policy to enable OCFA to pass credit card service/convenience fees through to customers. Upon adoption of the Policy and completion of an RFP to select a new provider, the credit card fees would be paid directly to the card processor (a third-party processing company) for providing the convenient payment option, and OCFA would only collect the amount connected with OCFA services. Annual OCFA costs of \$48,000 would be eliminated.

### ***RFP for Credit Card Service Provider***

Staff is currently developing a RFP for credit card service providers in connection with the Board’s consideration of this Policy. Staff expects to issue the RFP in July and return to the Executive Committee for award of a contract around September–October 2015. After approval of a selected provider, an implementation/transition process would be completed, including coordination with the various credit card associations to ensure all requirements are in place prior to charging card users the service/convenience fee. Actual implementation of the fees to be paid by card users (if the Policy is approved) would likely take place in early 2016.

### ***Attachment(s)***

Credit Card Service Fee Policy

**Orange County Fire Authority**  
Treasury and Financial Planning

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<p><b>CREDIT CARD SERVICE FEE POLICY</b></p>
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**1. PURPOSE**

- 1.1 The purpose of the Credit Card Service Fee Policy is to ensure that OCFA remains cost neutral for providing the convenient credit card payment option to its customers.

**2. ADOPTION AND REVIEW**

- 2.1 This policy shall be reviewed in conjunction with the banking services contract for recommended revisions in order to maintain the policy in a manner that reflects the ongoing financial goals of the OCFA.
- 2.2 Policy revisions shall be reviewed by the Budget and Finance Committee and approved by the Board of Directors.

**3. POLICY**

- 3.1 Pursuant to California Government Code Section 6159(b)(5), OCFA will accept credit/debit card payments for services provided that the reasonable cost of the card service/convenience fee to the OCFA shall be recovered.
- 3.2 In accordance with California Government Code Section 6159(h), OCFA seeks to recover its cost of card service/convenience fee by passing through the convenience fee to the card users.
- 3.3 All OCFA credit card transactions shall be processed in compliance with the Payment Card Industry Data Security Standard (PCI DSS).



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
April 23, 2015

Agenda Item No. 3B  
Consent Calendar

**Organizational Development and Training (ODT)  
Manager Position**

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**Contact(s) for Further Information**

Brian Young, Assistant Chief  
Organizational Planning Department

[brianyoung@ocfa.org](mailto:brianyoung@ocfa.org)

714.573.6014

**Summary**

This agenda item is submitted for approval to unfreeze and fund the Organizational Development and Training (ODT) Manager position and establish an associated training budget.

**Prior Board/Committee Action - Committee Recommendation: *APPROVE***

At its April 8, 2015, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

**Recommended Action(s)**

1. Approve and authorize staff to unfreeze and fund the ODT Manager position for the remainder of FY 2014/15.
2. Authorize a budget adjustment in Fund 121 in the amount of \$53,685 to fund the position for the remainder of FY 2014/15.

**Impact to Cities/County**

This agreement will positively impact services provided to our members.

**Fiscal Impact**

If approved, the expenditure budget will be increased by \$53,685 to fund the ODT Manager position for the remainder of FY 2014/15. The annual cost of the position in FY 2015/16 will be \$214,740 and the annual training budget will be \$100,000, starting in FY 2015/16.

**Background**

Planning is a vital function for organizational success. The component sections of the newly created Organizational Planning Department include Strategic Services, Emergency Planning and Coordination (EPAC), and Organizational Development and Training (ODT). Previously, all three sections fell under different departments and were moved to Organizational Planning to focus on improving efficiency and effectiveness, achieving goals, building capacity, and managing challenges, as well as change agency wide.

Oversight of Organizational Development and Training is provided by a manager position. The ODT Manager position previously reported to Human Resources. In 2011, the ODT Manager position was frozen following a retirement and remains frozen.

Organizational development is necessary to support the achievement of OCFA's goals, as well as to create programs and opportunities that increase individual and division/section ability to achieve their respective goals. ODT places particular emphasis on the synergistic relationship between organizational development and training operations within the organization. It also strives to leverage technology in the delivery of learning and development opportunities.

The focus of the Organizational Development and Training Section is to facilitate programs and processes that foster learning and development opportunities. At the individual level, ODT helps ensure all employees are provided training to advance their knowledge and skills to develop competencies necessary to be successful in their positions and to prepare for new responsibilities by participating in a variety of developmental programs. By building individual capacity, employees are continuously equipped with skillsets and processes to meet their professional goals, while supporting the vision of the OCFA.

The associated training budget of \$100,000 that will begin in FY 2015/16 is based on an assumption that three to four training programs will be delivered to OCFA personnel per year. These programs will be designed to address short, mid- and long-term deficiencies and needs of the OCFA. Cost estimates are based on past training deliveries and industry norms.

**Attachment(s)**

None.



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
April 23, 2015

Agenda Item No. 3C  
Consent Calendar

**Secured Fire Protection Agreement:  
Oakcrest Terrace**

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**Contact(s) for Further Information**

Brian Young, Assistant Chief Organizational Planning Department	<a href="mailto:brianyoung@ocfa.org">brianyoung@ocfa.org</a>	714.573.6014
Michele Hernandez, Management Analyst	<a href="mailto:michelehernandez@ocfa.org">michelehernandez@ocfa.org</a>	714.573.6199

**Summary**

This item is submitted to authorize the Fire Chief to execute a Secured Fire Protection Agreement (SFPA) with Savi Ranch Housing Partners, LP, related to the Oakcrest Terrace residential development in the City of Yorba Linda. The agreement defines the “fair share” contribution needed to adequately serve the intended development and current community adjacent to the project area.

**Committee Action**

No committee action required or requested.

**Recommended Action(s)**

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with Savi Ranch Housing Partners, LP, related to the Oakcrest Terrace residential development in the City of Yorba Linda.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange, and furnish the developer a copy of the conformed document within fifteen days of recordation.

**Impact to Cities/County**

This agreement has no negative impacts to any of our member cities or the County.

**Fiscal Impact**

Revenue received from this agreement will be assigned to the Capital Improvement Program in Fund 123. Revenue produced by full entitlements on the project is estimated to be \$41,400.

**Background**

Savi Ranch Housing Partners, LP, is developing the Oakcrest Terrace residential development in the City of Yorba Linda on Parcel 352-117-11. There are 69 dwelling units in the project area. The Secured Fire Protection Agreement (SFPA) is a required condition for project approval, and is in the standard form and at the standard per unit cost required for new development. Payments will be made to OCFA after the agreement is signed and recorded and prior to the first building permit. Revenues generated from the Agreement are not restricted; staff contemplates using the fees for improvements to Fire Station 10. The fees are \$600 per dwelling unit and are intended

to cover a pro rata share of costs associated with providing fire protection services to the new development. Estimated revenues for this project are \$41,400.

The proposed agreement should provide OCFA and the developers with the ability to make long-range plans and decisions with respect to both infrastructure costs and operational costs associated with the development. The agreement provides OCFA with the necessary assurances needed to complete work/review on enhancement to the regional emergency fire services delivery system.

**Attachment(s)**

SFPA Oakcrest Terrace Secured Fire Protection Agreement

## SECURED FIRE PROTECTION AGREEMENT

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by and between the

ORANGE COUNTY FIRE AUTHORITY,  
A CALIFORNIA JOINT POWERS AUTHORITY

and

Savi Ranch Housing Partners, L.P.

Effective Date: 4/23/15

Project Name: Oakcrest Terrace

**ORANGE COUNTY FIRE AUTHORITY  
SECURED FIRE PROTECTION AGREEMENT**

**WITH**

**Savi Ranch Housing Partners, L.P.**

This Secured Fire Protection Agreement ("Agreement") is made between the Orange County Fire Authority, a California Joint Powers Authority ("OCFA") and Savi Ranch Housing Partners, L.P. ("Company"), and is effective as of April 23, 2015.

**RECITALS**

A. OCFA is a governmental entity, organized as a California Joint Powers Authority, providing fire protection and life safety services to over one million residents within the County of Orange ("County"), including the City of Yorba Linda ("City") and all of the real property described in this Agreement.

B. This Agreement covers real property owned by Company located within the County of Orange and the City of Yorba Linda as of the date of this Agreement, all as described on Exhibit A attached hereto. The extent of Company development for which fire protection services will be provided by Authority shall cover all of the property subject to Assessor's Parcel Number 352-117-11.

C. Company's development of the Project Area is subject to the general development requirements and conditions (collectively, the "City Conditions") related to the provision for emergency response, fire protection services, equipment and facilities imposed by the City. The City Conditions generally include requirements for Company to enter into agreements with OCFA to ensure that Company will provide for and contribute its *pro rata* fair share costs of emergency response, fire protection services, equipment and facilities for the benefit of residents residing within the Project Area.

D. OCFA and Company believe that this Agreement contains adequate safeguards to ensure OCFA's ability to enforce the obligations of this Agreement and protect the public interest.

**AGREEMENT**

Based upon the foregoing Recitals and in consideration of the covenants and conditions contained in this Agreement, the parties agree to timely perform each of their respective obligations as set forth herein.

**SECTION 1. DEFINITIONS**

Unless the context otherwise requires, wherever in this Agreement the following terms are used, the intent and meaning shall be interpreted as provided herein.

**“Agreement”** means this Secured Fire Protection Agreement, including the attached Exhibits between OCFA and the Company.

**“OCFA”** means the Orange County Fire Authority, a governmental entity and California joint powers authority.

**“City”** means the City of Yorba Linda, a member of OCFA.

**“Company”** means Savi Ranch Housing Partners, L.P.

**“City Conditions”** means the general development requirements and conditions related to the provision of emergency response, fire protection services, equipment and facilities imposed by the City as conditions of approval on development projects proposed or undertaken in the City by Company.

**“Effective Date”** means the date this Agreement is approved by the OCFA Board of Directors.

**“Fee”** means the most current fee, as approved by OCFA or its successors or predecessors in interest, or as may be adopted by OCFA or its successors from time to time, for the funding in whole or in part of emergency response, fire protection services, equipment and facilities within the jurisdiction of OCFA.

**“Project Area”** means the property owned by Company within the City as of the date of this Agreement, and as more particularly described in Exhibit A.

**“Security Instruments”** means surety bonds, letters of credit or any other form of security or method, acceptable to OCFA, of assuring construction, installation, or provision of emergency response, fire protection services, equipment and facilities.

## **SECTION 2. COMPANY OBLIGATIONS**

Company is in the process of developing the property in the Project Area and constructing improvements thereon that will result in regional impacts that will require emergency response, fire protection services, equipment and facilities by OCFA. In recognition and consideration of these impacts, OCFA and Company mutually agree as follows:

**A. Acknowledgment of Obligations and Satisfaction of OCFA Requirements**

Company acknowledges that pursuant to the City Conditions, Company is required (i) to provide a *pro rata* share of funding necessary to establish adequate emergency response, fire protection services, equipment and facilities, and (ii) contribute towards overall regional emergency response, fire protection services, equipment and facilities as provided herein in this Agreement. OCFA acknowledges that Company's performance of the obligations set forth in this Agreement constitute satisfaction of the obligations of Company for this Project. The *pro rata* share does not include standard processing fees for plan checking, permits and similar services or requirements of OCFA.

**B. Pro Rata Share**

1. Company agrees to pay in full its *pro rata* share as provided below:

(a) A cash contribution in an amount determined by multiplying the applicable fee in effect at the time payment is due by the number of proposed residential dwelling units and, in the case of commercial development, the square footage equivalency as determined by the formula in subparagraph (b) below (all as shown on the attached Exhibit B), within ten (10) days of issuance of the first residential or commercial building permit ("Due Date") for any portion of the property owned by Company within the Project Area as of the Effective Date. The parties agree that the applicable fee on the Effective Date is \$600/unit. The parties further agree that the Company's total funding obligation on the effective date of this Agreement is \$41,400.00 (all as shown on Exhibit B).

(b) Such amounts of residential dwelling units and square footage of commercial development may be adjusted according to an equivalency formula as follows: 1) commercial development square footage may be divided by 1,000 and then multiplied by 0.9 (nine/tenths or 9/10) to reach the equivalent dwelling units; 2) residential dwelling units may be divided by 0.9 (nine/tenths or 9/10) and then multiplied by 1,000 to reach the equivalent commercial square footage.

2. Nothing in this Agreement shall be construed to prohibit Company from paying all, or a portion, of the amount(s) set forth above in advance of the Due Date. Such prepayment will be calculated by multiplying \$600 or the applicable fee in effect at the time of payment by the number of units for which the Company wishes to prepay. Company will not be responsible for any subsequent fee increase that may be adopted by OCFA between the date of payment and the issuance of a building permit for the units covered by the paid fee.

3. In the event that the actual number of dwelling units, or equivalent dwelling units, built is less than sixty-nine (69), OCFA will make such adjustments as may be appropriate, including the payment of any refund for any amounts overpaid. At build-out, documentation satisfactory to OCFA shall be furnished to OCFA which verifies the actual number of dwelling units, or equivalent dwelling units, constructed and that no further units, or equivalent units, shall be built on the property in the Project Area owned by Company on the Effective Date. Such documentation shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built (calculated by subtracting the total number of units, or equivalent units, built from sixty-nine (69), the total number of units, or equivalent units, allowed). OCFA shall refund the Company for any amounts overpaid within thirty (30) days of the earlier of (i) written notification to OCFA that the Company will build less than the sixty-nine (69) proposed residential dwelling units; and (ii) the date the OCFA receives the above-referenced documentation which shall serve as the basis for making any necessary adjustments by multiplying the applicable fee in effect at the time of the last payment to OCFA by the actual number of units, or equivalent units, that were not built.

### **SECTION 3. SECURITIES**

#### **A. Security to Guarantee Payment**

Within sixty (60) days after execution of this Agreement, Company shall furnish OCFA with a Faithful Performance Bond or Letter of Credit or any other security instrument acceptable to the Fire Chief and OCFA Counsel, securing Company's then remaining obligation to pay OCFA the *pro rata* share amount set forth in Section 2, subject to the following requirements:

1. Form of Security Instruments. All Security Instruments shall meet the following minimum requirements and otherwise shall be in a form acceptable to OCFA:

(a) Any insurance company acting as surety shall have a minimum rating of A, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey 08858; any bank issuing a Letter of Credit shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's; each entity acting as a surety shall be licensed to do business in California.

(b) Payments under the security instrument shall be required to be made in the County of Orange, State of California.

(c) The security instrument shall reference Company's obligations under this Agreement, shall be irrevocable, and shall include, as an additional obligation secured, the responsibility to compensate OCFA for all of OCFA's reasonable attorneys' fees and litigation expenses reasonably incurred in enforcing its rights under the security instrument.

2. Release of Security Instruments. OCFA shall release or partially release the Faithful Performance Bond or Letter of Credit, *pro rata*, upon Company's written request as and when OCFA receives payment and after acceptance of Company's final payment obligation pursuant to Section 2.

**SECTION 4.           DEFAULT AND ATTORNEYS' FEES**

**A.     Remedies Not Exclusive**

In any case where this Agreement provides a specific remedy to OCFA for breach or default by Company hereunder, such remedy shall be in addition to, and not exclusive of, OCFA's right to pursue any other administrative, legal or equitable remedy to which it may be entitled.

**B.     Attorneys' Fees and Costs**

In the event of any litigation arising out of this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief, which may be granted, shall be entitled to recover its reasonable attorneys' fees and costs. Such attorneys' fees and costs shall include fees and costs on any appeal, and all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to such litigation or arbitration. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

**SECTION 5.           GENERAL PROVISIONS**

**A.     Successors and Assigns**

This Agreement shall be binding upon all successors and assigns of Company's right, title, and interest in and to the Project Area and any portions thereof.

**B.     Density and Intensity of Development**

The provisions of this Agreement shall be deemed to be in substantial compliance with all City Conditions for this Project. In the event the density or intensity of development for this Project is proposed to be increased, OCFA and Company shall meet and confer and determine whether there should be any modification to this Agreement to provide for additional services, equipment or facilities necessary to serve the Project Area as a result of the approval of any such increase. In the event the parties cannot agree, OCFA shall have the right to protest or contest in any administrative or judicial forum as OCFA deems appropriate any approval of any such increase.

### **C. Waiver of Rights and Claims**

Company agrees and acknowledges that there is an essential nexus between its *pro rata* share and a legitimate governmental interest and that its *pro rata* share is roughly proportional to and reasonably and rationally related to the impacts that will be caused by development of the Project Area.

In consideration of the mutual promises and covenants set forth in this Agreement, Company, its successors and assigns, hereby waives and releases any present or future rights or claims Company, or its successors or assigns may have or possess under Government Code section 66000 et. seq. (as amended) with respect to OCFA's establishment, receipt and use of the fees required to be paid to OCFA under this Agreement so long as OCFA, or its successors in interest, continues to provide fire protection and related services to the Project Area as contemplated by this Agreement.

### **D. Good Faith Negotiations**

Company acknowledges and agrees that OCFA is prepared to conduct a fee study that might result in an increased *pro rata* share to Company. Company desires to avoid the delay and uncertain results of such a study and enters this Agreement in good faith and in consideration for OCFA deferring such a study to a later date.

### **E. Severability**

In the event any portion of this Agreement shall finally be determined by a court of competent jurisdiction to be unlawful, such provision shall be deemed to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable laws then in effect.

**F. Notices**

All written notices pursuant to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be delivered in person or sent certified or registered mail, postage prepaid and addressed as follows:

To: Orange County Fire Authority  
Attn: Fire Chief  
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: Savi Ranch Housing Partners, L.P.  
Attn: Chief Financial Officer  
9421 Haven Avenue  
Rancho Cucamonga, CA 91730

WITH COPY TO:  
None

All notices provided for herein shall be deemed effective upon receipt if personally served or seventy-two (72) hours after being sent by certified or registered mail, postage prepaid.

**G. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements between them pertaining to the subject matter hereof.

**H. Recordation of Agreement**

This Agreement and any amendment shall be recorded in the Official Records of the County of Orange by OCFA with a conformed copy being furnished to Company by OCFA within fifteen (15) days of recordation.

**I. Time of the Essence**

OCFA and Company agree that time is of the essence with respect to each provision of this Agreement of which time is an element.

**J. Exhibits to Agreement**

This Agreement includes the following Exhibits, which are attached hereto and made a part hereof:

- Exhibit A - Description of the Project Area
- Exhibit B - Fire Service Impact Fees

K. Authorized Signatories

Company and its signatories herein covenant and represent that each individual executing this Agreement is a person duly authorized to execute this Agreement for Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

**ORANGE COUNTY FIRE AUTHORITY**  
a California Joint Powers Authority

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Jeff Bowman, Fire Chief  
Orange County Fire Authority

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sherry Wentz  
Clerk of the Orange County  
Fire Authority

**APPROVED AS TO FORM:**

DAVID E. KENDIG  
GENERAL COUNSEL

By:  \_\_\_\_\_ Date: 4/15/15 \_\_\_\_\_

**Savi Ranch Housing Partner, L.P.**

Date: 4/3/15 \_\_\_\_\_ By:  \_\_\_\_\_  
Tracy Thomas, Chief Financial  
Officer

By: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF THE PROJECT AREA**

PRELIMINARY REPORT Fidelity National Title Company  
Your Reference: Order No.: 996-23010518-D-PP1  
CLTA Preliminary Report Form – Modified (11/17/06)

#### **LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:  
**PARCEL 5 OF PARCEL MAP NO. 84-1081, IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 199, PAGES 29 TO 33 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**  
**APN: 352-117-11**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Bernardino )

On 4/13/15 before me, Monica Rodriguez, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Tracy Thomas  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**EXHIBIT B**  
**FIRE SERVICE IMPACT FEES**

<b>Dwelling Units</b>	<b>Rate</b>	<b>Obligation</b>
69	\$600	\$ 41,400
<b>Total Units – 69</b>	<b>\$600</b>	<hr/> <b>\$ 41,400</b>



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**April 23, 2015**

**Agenda Item No. 4**  
**Public Hearings**

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There are no items for Section 4  
**PUBLIC HEARINGS.**



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
April 23, 2015

Agenda Item No. 5A  
Discussion Calendar

**Orange County Employees Retirement System (OCERS)  
Pension Plan Opt Out Regulation**

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**Contact(s) for Further Information**

David Kendig, General Counsel	<a href="mailto:dkendig@wss-law.com">dkendig@wss-law.com</a>	714.415-1083
Jeremy Hammond, Director Human Resources Department	<a href="mailto:jeremyhammond@ocfa.org">jeremyhammond@ocfa.org</a>	714.573.6018

**Summary**

This item would adopt an OCERS regulation for newly-hired OCFA Executive Management employees aged 60 or older who wish to opt out of OCERS and its pension plans.

**Prior Board/Committee Action**

This item was scheduled for Board consideration at its February 26, 2015, meeting. The Fire Chief pulled the item to present at a future Board meeting.

**Recommended Action(s)**

1. Make the OCERS regulation on Waiver of Membership applicable to Executive Management employees of the OCFA, allowing any newly-hired, eligible Executive Management employee to waive membership in the OCERS plan that he/she is entitled to by virtue of employment with OCFA in an OCERS-covered position and upon meeting the requirements of the OCERS regulation.
2. Approve and authorize the Fire Chief or his designee to sign the OCERS Employer's Concurrence Waiver of Membership Form.
3. Approve and authorize the Human Resources Department to provide the OCERS Waiver of Membership Form to all newly-hired Executive Management employees to determine whether an employee electing to waive membership is eligible to participate in state or federal programs providing retirement benefits, and to ensure the necessary steps are taken to enroll the employee in any such program.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

Not Applicable.

**Background**

This item comes to you at the request of Director Spitzer with the concurrence and support of Fire Chief Bowman. The OCERS Board of Retirement passed a regulation allowing newly-hired employees who are at least 60 years old to knowingly waive their right to become a member of OCERS, provided that the employee has no funds on deposit with OCERS. The regulation was subject to ratification by the Orange County Board of Supervisors, which did so on November 18, 2014, thereby allowing the regulation to go into effect.

However, the regulation also required each plan sponsor (i.e. employers like the OCFA) to make the regulation applicable to itself before any of its eligible newly-hired employees could elect to waive OCERS membership.

There have been prior instances in which newly-hired OCFA employees sought to waive OCERS membership, but could not do so because the regulation had not yet been ratified.

In order to allow eligible newly-hired OCFA employees (i.e. newly-hired OCFA employees aged 60 or older with no previous service credit in OCERS) to waive OCERS membership, the Board must first approve making the regulation applicable to the OCFA.

The Human Resources Department made contact with each of the employee organizations to determine whether they support making this option available to newly-hired members of their organizations. Only Executive Management supported the proposal to make the option available to their newly-hired members, so the recommendation is to make this option available only to eligible members of Executive Management.

If this item is approved as recommended, then any eligible newly-hired OCFA Executive Management employee may waive OCERS membership by executing the OCERS Waiver of Membership Form and providing a certified copy of his/her birth certificate.

**Attachment(s)**

1. OCERS Form – Employer’s Concurrence Waiver of Membership
2. OCERS Form – Employee Waiver of Membership

EMPLOYER'S CONCURRENCE - WAIVER OF MEMBERSHIP

(Government Code §31552)

The Orange County Fire Authority hereby makes OCERS' regulation on Waiver of Membership applicable to Executive Management employees of the agency, allowing any eligible Executive Management employee of the agency to waive membership in Orange County Employees Retirement System (OCERS) that he/she is entitled to by virtue of employment with this agency in an OCERS' covered position and upon meeting the requirements of the OCERS' regulation.

By making the regulation applicable, the agency understands that it bears the sole responsibility to determine whether an employee electing to waive membership is eligible to participate in state or federal programs providing retirement benefits, to ensure the necessary steps are taken to enroll the employee in any such program and for any impact on other employees of the agency.

This concurrence is authorized by a majority vote of the governing body of the agency identified below on April 23, 2015.

Name of Agency: Orange County Fire Authority

By: \_\_\_\_\_ Date signed: \_\_\_\_\_  
Signature of Authorized Representative

Printed name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_



**WAIVER OF MEMBERSHIP  
(Government Code § 31552)**

I, \_\_\_\_\_, having attained the age of sixty or greater, and  
 (Name of employee)  
 having no service credit or funds on deposit with Orange County Employees Retirement System (OCERS), hereby expressly and unequivocally waive all rights to membership in OCERS and any benefits that would accrue by virtue of my employment with \_\_\_\_\_, commencing on \_\_\_\_\_.  
 (Name of employer) (Date of employment)

I understand that by waiving my membership I am not eligible to earn service credit in OCERS nor have any funds deposited by me or on my behalf to OCERS for purposes of accruing retirement benefits. I further understand that California Government Code § 31552 provides in part that in cases where an employee has signed this type of waiver, "said employee upon attaining the age of 70 shall thereafter be employed from year to year at the discretion of the [employer]." I further understand that I bear all legal responsibility for the decision to waive membership and any consequence that results from this decision.

Attached hereto is a certified copy of my birth certificate.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature

Attachment



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
April 23, 2015

Agenda Item No. 5B  
Discussion Calendar

**Board Rules of Procedure Amendment:  
Public Comments and Order of Business**

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**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Sherry Wentz, Clerk of the Authority	<a href="mailto:sherrywentz@ocfa.org">sherrywentz@ocfa.org</a>	714.573.6041

**Summary**

This item is submitted at the request of [Chair Murray](#) and [Vice Chair Hernandez](#) for the consideration of an amendment to modify Rules 3 and 5 of the Board of Directors Rules of Procedure concerning public comments and order of business.

**Prior Board/Committee Action**

This subject of public comments was previously considered at the March 28, 2013, Board of Directors meeting. At that time, there was no action taken by the Board to modify the Board Rules of Procedure. No recent Board action has been taken regarding the overall order of the business.

**Recommended Action(s)**

Adopt the proposed Resolution to amend the Board of Directors Rules of Procedure relating to public comments and order of business.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

There is no fiscal impact.

**Background**

The Board of Directors Rules of Procedure set forth the protocols and procedures pertaining to meetings of the Board of Directors and its standing committees. The Board Rules are periodically reviewed and amended as appropriate.

At the request of the then Board Chair Kelley in 2013, staff researched and presented recommendations to assist in expediting OCFA business in regards to public comments, the consent calendar, and methods to regulate the length of Board meetings. At the request of current Board Chair Murray and concurrence by Vice Chair Hernandez, OCFA staff has re-agendized the consideration of amendment to the Board Rules to modify the rules governing public comments.

***Board's Ability to Limit Public Comments***

Section 54954.3 of the Government Code, also known as the Brown Act, establishes regulations concerning the public's right to address a legislative body regarding agenda items. Subdivision (a) states, "Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the

*legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda..."* Subdivision (b) states that *"The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker."*

The Brown Act specifically states in 54954.3 (b) *"the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item, unless the item has been substantially changed since the committee heard the item, as determined by the legislative body."*

OCFA staff has also reviewed all of our member agencies' agendas regarding public comments and their Consent Calendar protocol. Staff found that a majority allow members of the public to speak for 3 minutes on any subject within the agency's jurisdiction at the beginning of its meeting, either after the presentations portion of the meeting or immediately following action on the Consent Calendar. Two agencies have public comments scheduled at the conclusion of its regular business. Nine of our member agencies allow only its members or staff to pull items from its Consent Calendar, as many of these items are considered routine and many have been previously discussed and considered by committee. Several of these agencies allow members of the public to combine their comments to address off-agenda items and Consent Calendar items under the public comments portion of the meeting, and a few agencies combine all public comments (off-agenda, Consent Calendar, and Discussion Calendar items with the exception of Public Hearing items) to a combined total of 3-5 minutes under their public comments portion of their meetings. The County of Orange currently limits speakers to three minutes per item with a nine minutes cumulative total for the entire meeting, but when questioned as to the effectiveness of tracking the cumulative total the Clerk of the Board shared that this can be challenging when there are several speakers wishing to speak on multiple items.

OCFA staff is recommending that members of the public be allowed a combined total of 3 minutes to address their concerns on both off-agenda items and on-agenda items (excluding Public Hearing items), during the public comments portion of the meeting. It is recommended that the Board continue allowing a total of 30 minutes allocated at the beginning of the meeting for Public Comments, with additional time granted at the discretion of the Chair, and if needed, additional time for Public Comments may be provided at the conclusion of the normal business of the Board. The Chair would still have the discretion to allow multiple speakers representing a single organization wishing to speak on the same subject to allot their time to an individual speaker not to exceed 9 minutes. Items on the Consent Calendar may continue to be pulled by OCFA Directors and/or staff; however, members of the public would not be granted the ability to pull items from the Consent Calendar.

### ***Order of Business***

Staff recommends listing the items to be considered by the Board instead of the formal order of business to allow flexibility in the ordering of agenda reports.

### **Attachment(s)**

Proposed Resolution

**RESOLUTION NO. 2015-XX**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
AMENDING THE BOARD OF DIRECTORS RULES OF PROCEDURE**

*WHEREAS*, the Orange County Fire Authority Board of Directors adopted Resolution No. 99-04, on January 28, 1999, establishing the Board of Directors Rules of Procedure, and

*WHEREAS*, the Board of Directors has periodically amended said Rules, the most recent amendment occurring on November 20, 2014; and

*WHEREAS*, the Board is considering amendments to these Rules.

*NOW, THEREFORE, BE IT RESOLVED* as follows:

The Board of Directors Rules of Procedures is amended as indicated by the redline version attached hereto as Exhibit A.

*PASSED, APPROVED and ADOPTED* this 23<sup>rd</sup> day of April 2015.

---

ELWYN A. MURRAY, CHAIR  
OCFA Board of Directors

ATTEST:

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SHERRY A.F. WENTZ, CMC  
Clerk of the Authority



**ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS  
RULES OF PROCEDURE  
(Last Revision: [11/20/14 04/23/15](#))**

- Rule 1 Time and Place of Meetings of the Board of Directors and the Executive Committee
- Rule 2 Agendas/Minutes for Meetings of the Board of Directors
- Rule 3 Order of Business for Meetings of the Board of Directors
- Rule 4 Motions During Meetings of the Board of Directors
- Rule 5 Decorum for Public Meetings
- Rule 6 Election of Chair and Vice Chair of the Board of Directors/  
Absence of Presiding Officer
- Rule 7 Retention of Exhibits and Documentary Material received in Hearings Before the Board of Directors
- Rule 8 Ceremonial Functions and Proclamations
- Rule 9 The Executive Committee
- Rule 10 The Standing Committees
- Rule 11 Designated Labor Negotiations
- Rule 12 Alternate Directors
- Rule 13 Compensation/Reimbursement for Expenses
- Rule 14 Amendment of Rules of Procedure

**RULE 1. TIME AND PLACE OF MEETINGS OF THE BOARD OF DIRECTORS AND THE EXECUTIVE COMMITTEE**

- (a) Except as otherwise provided in this Rule or by Resolution of the Board, a regular meeting of the Board of Directors shall be held on the fourth Thursday of each odd-numbered month, commencing at the hour of 6:00 p.m. in the Board Meeting Room, Regional Fire Operation and Training Center (RFOTC), One Fire Authority Road, Irvine. The meeting for the month of November shall be scheduled for the third Thursday, commencing at the hour of 6:00 p.m. in the Board Meeting Room, RFOTC, One Fire Authority Road, Irvine. Special meetings may occur on other dates, times, and/or locations as noticed.
- (b) Except as otherwise provided in this Rule, a regular meeting of the Executive Committee shall be held on the third Thursday of each month, with the exception of December, commencing at the hour of 6:00 p.m. in the Board Meeting Room,

RFOTC, One Fire Authority Road, Irvine. Special meetings may occur on other dates, times, and/or locations as noticed.

- (c) The Clerk of the Authority shall maintain the official meeting calendar, and shall post same in the display case located in the lobby of the Board Meeting Room and posting case outside main entry gate, RFOTC, One Fire Authority Road, Irvine.
- (d) Any meeting of the Board may be adjourned to any other date and time when necessary for the transaction of business. Any adjourned meeting of the Board is part of a regular meeting.
- (e) Special meetings of the Board may be called pursuant to and in accordance with Section 54956 of the Government Code. The Clerk shall prepare the notice and call of any special meeting. The notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such special meeting. A copy of the notice of the special meeting shall also be posted at the places designated in subsection (c) of Rule 1.
- (f) In the event the Board or Executive Committee, or their respective Chairs, determine it advisable to hold a regular meeting at a location other than the Board Meeting Room, RFOTC, One Fire Authority Road, Irvine, a notice specifying the location of such meeting shall be posted in the display case in the lobby of the Board Meeting Room and posting case outside main entry gate, RFOTC, One Fire Authority Road, Irvine. Additional notices shall be posted and maintained as set forth in (c) above.

## **RULE 2. AGENDAS/MINUTES FOR MEETINGS OF THE BOARD OF DIRECTORS**

- (a) Items for the agenda for any regular meeting of the Board may be included on the agenda only with the approval of the Fire Chief or the Chair of the Board.
- (b) During the Board Member Comments portion of a Board meeting, any member may request that an item be placed on a future agenda of the Board of Directors. Staff will prepare reports as appropriate and place the item on the agenda for the next meeting of the Board of Directors. At any other time, any Board Member may contact the Chair to request that an item be placed on the agenda of the next meeting of the Board of Directors. This item will be placed on the Board Discussion Calendar portion of the agenda for concurrence by the Board. No staff reports or materials will be prepared until the full Board directs that the item be placed on an agenda.
- (c) As required by the Ralph M. Brown Act, items not on the posted agenda for a meeting shall not be considered by the Board except as follows:
  - (1) Upon determination by a majority vote of the Board that an emergency situation exists. The determination shall be made prior to Board consideration of the emergency item. An emergency situation is limited to:
    - (a) Work stoppage or other activity which severely impairs public health, safety or both.

- (b) Crippling disaster which severely impairs public health, safety or both.
- (2) Upon determination by a two-thirds vote of the Board Members present, or a unanimous vote if less than two-thirds of the Members are present, that there is a need to take immediate action and that the need came to the attention of the Authority subsequent to the agenda being posted. The determination shall be made prior to Board consideration of the item.
- (3) The item was posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item and at which prior meeting, the item was continued to the meeting at which action is being taken.
- (d) The OCFA Board has adopted the use of Robert’s Rules of Order as its official guideline in the creation of minutes. All Board/Committee meeting will be documented using action-type minutes. Minutes will document the record of what actions were taken by the governing body, not what was said. The minutes will not contain personal comments or someone’s opinion about what happened.
  - (1) The minutes shall document the items identified in Rule 3 in the Board’s Order of Business.
  - (2) Public comments will identify the name of the speaker, their city of residences/or organization they represent (if provided by the speaker), and identify the subject to which their comments are being submitted. If commenting on a specific agenda item, the minutes will record the speaker’s name, their city of residences/or organization they represent (if provided), and identify if they are speaking in support or opposition of that item.
- (e) “Notwithstanding any provision in these Rules to the contrary, no Memorandum of Understanding, or amendment, codicil, side letter, or any other modification to a Memorandum of Understanding, including any such documents negotiated pursuant to a reopener clause, between the Orange County Fire Authority and any employee bargaining unit (“proposed labor agreement”), shall be heard as an item on a Board agenda until and unless, at the time of the meeting during which the matter is heard by the Board, seven days has passed since the later of the following to occur: (1) the Clerk of the Authority has published a copy of the proposed document on the OCFA public website; and (2) the members of the employee bargaining unit have ratified the proposed labor agreement.”

**RULE 3. ORDER OF BUSINESS FOR MEETINGS OF THE BOARD OF DIRECTORS**

- (a) The ~~order of~~ business for regular meetings of the Board ~~shall be~~shall include:
  - Invocation
  - Pledge of Allegiance
  - Roll Call
  - Presentations
  - Committee Reports
  - Fire Chief’s Report
  - Public Comments
  - Minutes

Consent Calendar

- (1) Agenda review at call of the Chair to identify those items on the Consent Calendar which a member of the Board or public-OCFA staff requests the opportunity to discuss.
- (2) Approval at the call of the Chair of those items for which there is no request for discussion.
- ~~(3) Discussion of items that the public has requested an opportunity to discuss shall be taken in sequential order.~~

Public Hearing(s)

Discussion Calendar

Closed Session

Closed Session Report

Adjournment

The Chair may alter or deviate ~~from this the~~ order of business.

- (b) 9:30 p.m. Rule: At the hour of 9:30 p.m. the meeting will take a brief moment from the agenda at hand and make a determination as to which items will be considered and those that may be continued to the next regular meeting.
- (c) 10:30 p.m. Curfew: All meetings will end business at 10:30 p.m. unless the hearing body elects to extend the curfew by a three-fifths vote of all members present.

**RULE 4. MOTIONS DURING MEETINGS OF THE BOARD OF DIRECTORS**

- (a) Action of the Board shall be taken by motion. Any action of the Board may be proposed by the motion of any Member. Such a motion, if seconded by any member, shall be on the floor and must be considered, unless a substitute motion has been made, seconded, and adopted. If a motion is not seconded, the motion fails for lack of a second, and shall be so declared by the Chair.
- (b) A motion may be withdrawn or amended by its maker at any time before adoption or rejection, with the consent of the second. Absent the consent of the second, the original motion shall remain on the floor. The second to a motion may be withdrawn by the seconder at any time before adoption or rejection of the motion. Upon withdrawal of the second, the motion will be lost for lack of a second and so declared by the Chair unless seconded by another Member.
- (c) After a motion has been seconded, any Member may discuss the subject of the motion. The Chair may, on any motion, call for the vote if it appears that further discussion will be repetitious or that a majority of the Members present concur in the call.
- (d) A motion to reconsider the vote on an agenda item may be made at the meeting at which the item was acted upon, or any adjourned session of the same meeting.

## **RULE 5. DECORUM FOR PUBLIC MEETINGS**

- (a) Members of the Board shall conduct themselves in an orderly and business-like manner to ensure that the business of the Authority shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the Board is maintained at all times. Members of the Board shall maintain a polite, respectful, and courteous manner when addressing one another, Authority staff, and members of the public during the meetings.
- (b) Subject to direction by a majority of the Board, the Chair, or in the Chair's absence the Vice Chair, or in their absence any other member designated by the Board, shall be responsible for resolving all procedural issues and for maintaining the orderly conduct and decorum of meetings. It shall be the duty of the Chair to ensure that the rules of decorum contained herein are observed. The Chair shall maintain control of communication among Board Members, and between Board Members and the public.
- (c) Communication by Board Members
  1. Board Members should be recognized by the Chair before speaking.
  2. A Board Member who is speaking shall remember that the purpose of the meeting is to attend to and resolve Authority business. Board Members shall avoid repetition and shall endeavor to limit their comments to the subject matter at hand. Board Members shall endeavor to express their views without engaging in lengthy debates.
  3. When one Board Member is speaking, other Board Members shall not interrupt or otherwise disturb the speaker.
- (d) Communication with members of the public addressing the Board.
  1. Board Members may question the person addressing the Board at the conclusion of the person's comments. A Board Member wishing to ask questions of a member of the public should first be recognized by the Chair.
  2. Board Members shall not engage the person addressing the Board in a dialogue, but shall confine communication to a question and answer format.
  3. If a member of the audience has addressed the Board on matters which are not on the agenda, Board Members shall refrain from extended discussions of the matter. If a Board Member so wishes, he/she may, during the Board Member Comments portion of the meeting, request that the matter be placed on a future agenda.
- (e) Authority Staff shall not engage in a dialogue with members of the public during Board meetings. When addressed by the Board, staff shall respond in a polite and respectful manner.
- (f) Members of the Audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, and stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the Board meeting unfeasible. A member of the audience engaging in any such conduct shall, at the discretion of the Chair or a majority of the Board Members, be subject to removal from that meeting.

- (g) Members of the public may address the Board of Directors during the Public Comment Period for a total of three minutes regarding any off-agenda and/or on-agenda items, including but not limited to Consent Calendar items, and in addition may address the Board and prior to the consideration of any Public Hearing agenda item with a three minute time limit per speaker per Public Hearing item. The Chair shall have the discretion to allow groups of speakers wishing to speak on the same item to allocate their time to a single speaker of the same represented group with a total not to exceed limit of 9 minutes. Any person wishing to speak, whether during the Public Comment Period or on ~~an agenda~~ Public Hearing item, shall first complete a request to speak form slip and submit the form to the Authority Clerk prior to the calling to order of the meeting or as soon as possible thereafter.
- (h) No person shall address the Board of Directors without first being recognized by the Chair.
- (i) The purpose of addressing the Board of Directors is to formally communicate to the Board on matters relating to Authority business or citizen concerns within the subject matter jurisdiction of the Board. Persons addressing the Board on an agenda item shall confine the subject matter of their remarks to the particular matter before the Board.
- (j) Each person addressing the Board of Directors shall do so in an orderly manner and shall not engage in any conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting. Any person, who so disrupts the meeting shall, at the discretion of the Chair or a majority of the Board Members, be subject to removal from that meeting.
- (k) Persons addressing the Board of Directors shall address the Board as a whole and shall not engage in a dialogue with individual Board Members, Authority staff, or members of the audience.
- (l) ~~A time limit of approximately three minutes per person shall be allocated to all persons addressing the Board of Directors, however, at the discretion of the Chair, an individual speaking on behalf of a group sharing common concerns or opinions may be allocated additional time to speak for the group.~~ A total of approximately thirty minutes will be allocated at the beginning of the meeting for Public Comments, with additional time granted at the discretion of the Chair. If needed, additional time for Public Comments will be provided at the conclusion of the normal business of the Board.
- (m) Upon a violation of the rules of decorum established herein, the procedure to enforce the rules is as follows:
1. Warning The Chair shall first request that a person who is violating the rules cease such conduct. If, after receiving a request from the Chair, the person persists in violating these rules, the Chair shall order a recess. Any representative of the local assigned law enforcement personnel who is present at the meeting when the violation occurred shall be authorized to warn the person that his/her conduct is violating the rules and that he/she is requested to cease such conduct. If upon resumption of the meeting the violation persists, the Chair shall order another recess, whereupon the local assigned

law enforcement personnel shall have the authority to order the person removed from the meeting and/or cited in violation of Penal Code Section 403.

2. Motion to Enforce If the Chair of the Board fails to enforce the rules of decorum set forth herein, any Board Member may move to require the Chair to do so, and an affirmative vote of a majority of the Board shall require the Chair to do so. If the Chair fails to carry out the will of the majority of the Board, the majority may designate another Board Member to act as Chair for the limited purpose of enforcing the rules of decorum established herein.
3. Clearing the Room Pursuant to Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a person or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of the individuals who are willfully interrupting the meeting, by a majority vote of the Board Members the meeting room may be ordered cleared and the meeting shall continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section 54957.9.
4. Violation of the California Penal Code A person or persons who substantially impair(s) the conduct of a Board meeting by knowingly and intentionally violating these rules of decorum may be prosecuted under Penal Code Section 403 for disturbing a public meeting. Every person who violates Penal Code Section 403 is guilty of a misdemeanor.

#### **RULE 6. ELECTION OF CHAIR AND VICE CHAIR OF THE BOARD OF DIRECTORS/ABSENCE OF PRESIDING OFFICER**

- (a) The officers of the Board are the Chair and Vice Chair.
- (b) Elections for Chair and Vice Chair shall be held at the first meeting of each fiscal year.

The method of nomination and election of the Chair and Vice Chair will be at the discretion of the Board.

- (c) The Presiding Officer of the Board, who shall be the Chair, or in the Chair's absence the Vice Chair followed by the Immediate Past Chair, then the Budget and Finance Committee Chair.

#### **RULE 7. RETENTION OF EXHIBITS AND DOCUMENTARY MATERIAL RECEIVED IN HEARINGS BEFORE THE BOARD OF DIRECTORS**

All exhibits, including documentary materials such as photographs, drawings, maps, letters, petitions, and other physical evidence received by the Board at hearings shall be retained by the Clerk as part of the record of the hearings. To the extent possible, the Clerk may furnish copies of such materials to persons requesting them upon payment of the fee prescribed for copies of public records.

## **RULE 8. CEREMONIAL FUNCTIONS AND PROCLAMATIONS**

The Chair is authorized to represent the Authority at ceremonial functions, proclamation ceremonies, and other similar events when the Board has not otherwise designated one of its Members to represent the Authority.

## **RULE 9. THE EXECUTIVE COMMITTEE**

- (a) The Executive Committee shall conduct all business of the Authority, with the exception of policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors.
- (b) The Executive Committee shall consist of no more than nine members of the Board of Directors. Members of the Executive Committee shall serve until a new member is seated in their stead by virtue of appointment or assumption of one of the designated positions. The Executive Committee membership is comprised of the following designated positions: the Chair and Vice Chair of the Board of Directors, the immediate past Chair of the Board, and the Chair of the Budget and Finance Committee. In addition, membership as constituted, shall include at least one member of the County Board of Supervisors. The Chair shall appoint the remaining at-large members, who shall serve subject to approval by majority vote of the Directors present at a subsequent meeting. Said members are authorized to serve pending such vote of the Board. In the selection of at-large members, appointments shall be made in such a manner as to achieve approximately the ratio of cash contract cities to total member agencies of the Authority. The Chair of the City Managers Technical Advisory Committee shall serve as the ex officio non-voting member of the Executive Committee and shall not be included in the determination of a quorum for any meeting.
- (c) The Chair shall appoint a three-member panel of structural fire fund Alternate Directors and a three-member panel of cash contract city Alternate Directors. If an at-large member of the Executive Committee notifies the Clerk of the Authority that he or she cannot attend an Executive Committee meeting, the Clerk shall call, on a rotating basis, Alternate Directors from the respective panels in an attempt to replace a structural fire fund Director with a structural fire fund Alternate and/or a cash contract city Director with a cash contract city Alternate, as the case may be.

In the absence of the member of the Executive Committee representing the County Board of Supervisors, the Alternate voting member shall be, in order: the second regular member of the Board of Directors representing the County Board of Supervisors, and then the alternate member representing the County Board of Supervisors.

In the absence of the Budget and Finance Chair, the Alternate voting member shall be the Vice Chair of the Budget and Finance Committee.

Should the position of Immediate Past Chair on the Executive Committee become vacant, the most recent past Chair, who is a Director and who is not currently seated on the Executive Committee, shall serve in that capacity. Should there be no prior Board Chair on the Board of Directors, the current Director with the most

tenure and not currently seated as a member of the Executive Committee will be seated on the Executive Committee and shall serve in the interim until there is an Immediate Past Chair.

There shall be no Alternate Directors appointed in the absence of the Chair, Vice Chair, or immediate past Chair.

Should the Board Chair or Vice Chair be unable to officiate over a Board and/or Executive Committee meeting that the Immediate Past Chair followed by the Budget and Finance Committee Chair assume the duty of presiding over the meeting.

## **RULE 10. THE STANDING COMMITTEES**

- (a) Standing Committees may be established by the Board of Directors for the purpose of facilitating a thorough review of various issues before presentation to and action by the full Board. Alternate Directors shall not act as alternates for Directors on standing committees.
- (b) The Budget and Finance Committee shall be established as a standing committee. The regular meetings of the Budget and Finance Committee will be on the second Wednesday of each month, with the exception of December, at 12 noon located in Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.
  - (1) The Chair shall make all appointments to the Budget and Finance Committee. Appointments to the Budget and Finance Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
  - (2) At the first meeting of the Budget and Finance Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Budget and Finance Committee shall elect from their members a Chair and Vice Chair of the Committee.
  - (3) The Chair, or in his/her absence, the Vice Chair, of the Budget and Finance Committee shall serve as a member of the Executive Committee.
  - (4) Items for the agenda for any regular meeting of the Budget and Finance Committee shall be included on the agenda only with the approval of the Committee Chair or the Staff Liaison.
  - (5) The Board of Directors, through the Chair, shall appoint one City Manager to the Budget and Finance Committee. The City Manager shall serve as an ex officio non-voting member of the Budget and Finance Committee. As an ex officio member, the City Manager shall not be included in the determination of a quorum for any meeting.
- (c) The Claims Settlement Committee shall be established as a standing committee. The regular meetings of the Claims Settlement Committee will be at 5:30 p.m., prior to and on the same days as the regular meetings of the Executive Committee meetings. The Committee will meet in Classroom 1 (Board Breakout Room) at

the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.

- (1) The Claims Settlement Committee consists of the Board Chair and Vice Chair, the Budget and Finance Committee Chair, the Human Resources Committee Chair, the Fire Chief, and the Human Resources Director. The Deputy Fire Chief shall, in the absence of the Fire Chief, be an alternate Committee member. The Risk Manager shall in the absence of the Human Resources Director, be an alternate Committee member. In the absence of a member of the Board of Directors, the absent member may designate in writing, filed with the Clerk of the Authority, an alternate Committee member from the Executive Committee who may attend and participate to the full extent as the designated Committee member.
  - (2) Staff to the Committee will be the Risk Manager or his or her designee. Additional subject matter experts may attend Committees as necessary.
  - (3) The Claims Settlement Committee shall have authority to (a) settle workers' compensation claims for amounts over \$50,000, not to exceed \$250,000, exclusive of any statutorily required future medical payments; (b) settle non-workers' compensation claims for amounts over \$50,000, not to exceed \$250,000; and (c) advise and recommend to OCFA's attorney of record the settlement of any lawsuit in an amount not to exceed \$250,000.
- (d) The Human Resources Committee shall be established as a standing committee. The regular meetings of the Human Resources Committee will be established by the Committee. The date and time selected by the Human Resources Committee is the first Tuesday of each month at 12 noon. The Human Resources Committee will meet in Classroom 1 (Board Breakout Room) at the RFOTC. Special meetings may occur on other dates, times, and/or locations as noticed.
- (1) The Human Resources Committee shall not exceed seven members of the Board of Directors. The Chair shall make all appointments to the Human Resources Committee. Appointments to the Human Resources Committee shall be made in such a manner as to achieve, as close as reasonably possible, a balance between the number of members representing Structural Fire Fund and Cash Contract cities.
  - (2) At the first meeting of the Human Resources Committee following the annual election of the Chair and Vice Chair of the Board of Directors, the Directors assigned to the Human Resources Committee shall elect from their members a Chair and Vice Chair of the Committee.
  - (3) Staff to the Committee will be the Human Resources Director or his or her designee. Additional subject matter experts may attend Committees as necessary.
  - (4) The Human Resources Committee shall advise OCFA staff and make recommendations to the Board of Directors on matters regarding human resources policies; job class specifications, compensation programs; benefit changes and renewals; labor negotiations; staff training, development and recognition programs; succession planning; risk management and workers' compensation policies; and development of management/performance evaluation and information systems.

## **RULE 11. DESIGNATED LABOR NEGOTIATIONS**

- (a) For purposes of holding a closed session concerning compensation and benefits for the Fire Chief, the Board of Directors' designated representatives shall be the Chair, the Vice Chair and the Budget and Finance Committee Chair. Should the Board and/or Budget and Finance Committee reorganize prior to the completion of the Fire Chief's evaluation process the negotiators that began the process will complete the evaluation.
- (b) For purposes of holding a closed session concerning compensation and benefits for all other represented and unrepresented employees, the Board of Directors' designated representatives shall be the Deputy Fire Chief, the Human Resources Director and any other representative so designated at a meeting of the Board of Directors.

## **RULE 12. ALTERNATE DIRECTORS**

An Alternate Director may act in the absence of the Director for his or her member agency and, in that capacity, may attend closed sessions of the Board of Directors. Alternate Directors shall not act as alternates for Directors on the Executive Committee or standing committees.

## **RULE 13. COMPENSATION/REIMBURSEMENT FOR EXPENSES**

- (a) Compensation: Members of the Board of Directors are entitled to receive \$100 per meeting per day, with a maximum of \$300 per month, for voting member attendance at OCFA publicly noticed (Brown Act compliant) meetings and the monthly Chair/Chief meeting.
- (b) Authorized Expenses: OCFA funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized OCFA business. The following types of occurrences qualify a Board Member to receive payment and/or reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses, and generally constitute authorized expenses, as long as the other requirements of this policy are met:
  - 1) Communicating with representatives of regional, state and national government on OCFA adopted policy positions;
  - 2) Attending conferences designed to improve Board Member's expertise and information levels, including, but not limited to, ethics training required pursuant to California Government Code Section 53234;
  - 3) Participating in regional, state and national organizations whose activities affect OCFA's interests;
  - 4) Recognizing service to OCFA (for example, acknowledging a longtime employee with a retirement gift or celebration of nominal value and cost);
  - 5) Attending OCFA events.

All other expenditures require prior approval by the OCFA Board of Directors at a public meeting. The following expenses also require prior Board of Directors' approval:

- 1) International travel;
- 2) Expenses exceeding \$2,500 per person, per trip.

Examples of personal expenses that OCFA will not reimburse include, but are not limited to:

- 1) The personal portion of any trip;
- 2) Political contributions or events;
- 3) Family expenses, including partner's expenses when accompanying a Board Member on OCFA-related business, as well as children or pet-related expenses;
- 4) Charitable contributions or events, unless the event has a direct relationship to OCFA business, (for example, acknowledging extraordinary deeds by OCFA personnel) is approved by the Fire Chief and does not exceed \$250;
- 5) Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- 6) Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
- 7) Personal losses incurred while on OCFA business.

Any questions regarding the propriety of a particular type of expense should be resolved before the expense is incurred.

- (c) Expense and Reimbursement Guidelines: To conserve OCFA resources and keep expenses within appropriate standards for public officials, expenditures, whether paid directly by OCFA or reimbursed to a Board Member, Members should adhere to the following guidelines. Unless otherwise specifically provided, reimbursement for travel, meals, lodging, and other actual and necessary expenses shall be at the Internal Revenue Service rates presently in effect as established in Publication 463 or any successor publication.

Transportation: The most economical mode and class of transportation reasonably consistent with scheduling needs and space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by OCFA will be limited to the cost of the most economical, direct, efficient and reasonable transportation form. Government and group rates offered by a provider of transportation services shall be used when available.

Automobile mileage is reimbursable at Internal Revenue Service rates in effect at the time of travel (see [www.irs.gov](http://www.irs.gov)). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.

Reasonable and necessary charges for public transportation, taxi, or shuttle service are reimbursable at actual cost with receipts.

Rental vehicles may be used during out-of-county travel and will be reimbursed at actual cost. Rental vehicles may be used when the efficient conduct of OCFA business precludes the use of other means of transportation or when car rental is the most economical mode available. Itemized original receipts must be submitted with vehicle rental claims.

Lodging: Actual lodging costs will be reimbursed or paid for when travel on official OCFA business reasonably requires an overnight stay. If such lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the group rate published by the conference or activity sponsor for the meeting in question, provided that the group rate is available at the time of booking. Government and group rates offered by a provider of lodging services shall be used when available.

Non-reimbursable lodging-related expenses include, but are not limited to, costs for an extra person staying in the room, costs related to late checkout or uncanceled reservations, in-room pay-per-view movie rentals, and non-OCFA business related phone calls. Itemized receipts must accompany claims for lodging reimbursements.

Meals: Meal expenses and associated gratuities should be moderate, taking into account community standards and the prevailing restaurant costs of the area. OCFA will pay the actual cost of the meals, but will not pay for alcohol/personal bar expenses.

Telephone/Fax/ Cellular: Board Members will be reimbursed for actual telephone and fax expenses incurred on OCFA business. Telephone bills should identify which calls were made on OCFA business. For cellular calls when the Board Member has a particular number of minutes included in the Board Member's plan, the Board Member can identify the percentage of calls made on OCFA business.

Airport Parking: Long-term parking should be used for travel exceeding 24-hours. OCFA will pay the actual cost of long-term parking.

Other: Baggage handling at then current airport baggage rates per bag and gratuities of up to 15 percent will be reimbursed.

Miscellaneous: Actual expenses for registration, tuition, and parking are reimbursable for OCFA authorized business. Miscellaneous expenses must be supported with itemized receipts.

Expenses for which Board Members receive reimbursement from another agency are not reimbursable.

- (d) Expense Report Content and Submission Deadline: Expense reports must document that the expense in question meet the requirements of the policy. For example, if the meeting is with a legislator, the Board Member should explain

whose meals were purchased, what issues were discussed and how those relate to the Authority's adopted legislative positions and priorities.

Board Members must submit their expense reports within 30 days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation. Receipts for gratuities and tolls under \$5 are not required.

- (e) Audits of Expense Reports: All expenses are subject to verification of compliance with this policy.
- (f) Reports to Governing Board: At the following Board of Directors' meeting, each Board Member shall briefly report on meetings attended at OCFA expense. If multiple Board Members attended, a joint report may be made.
- (g) Compliance with Laws: Board Members should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act.
- (h) Violation of this Policy: Misuse of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to OCFA, 3) OCFA's reporting the expenses as income to the elected official to state and federal tax authorities, and 4) prosecution for misuse of public resources.

#### **RULE 14. AMENDMENT OF RULES OF PROCEDURE**

No rule of the Board shall be adopted or amended except by resolution adopted by the Board.

## HISTORY

*Board Rules of Procedure adopted 01/28/99, Resolution 99-004*

- Rule 1 Meeting schedule adopted by Board of Directors 03/30/95  
Revised meeting schedule 03/01/97  
Revised meeting schedule 08/28/97  
Sections (a), (b), (c), and (f) revised to reflect change in meeting location 11/2/10, Resolution 2002-20  
Sections (a), (b), (c), and (f) revised, to reflect change in meeting location 01/22/04 Resolution 2004-01  
Section (b) reflect meeting going dark in December 09/23/10 Resolution 2010-14  
Section (c) and (f) includes prior practice of posting agendas outside main entry gate 09/23/10 Resolution 2010-14  
Section (a) define acronym RFOTC and remove June Board meeting dedicated for the purpose of approving the budget Resolution No. 2011-02.  
Section (a) modify “Except as other provided in this Rule,” to read, “Except as otherwise provide in this Rule or by Resolution of the Board” inclusion of “Special meetings may occur on other dates, times, and/or locations as noticed.” Resolution No. 2014-01  
Section (b) reflect meeting time being changed from 6:00 p.m. to 5:30 p.m. 01/23/14 and inclusion of “Special meetings may occur on other dates, times, and/or locations as noticed.” Resolution No. 2014-01  
Section (a) changing the regular meeting time from 6:30 p.m. to 6:00 p.m. Resolution No. 2014-06  
Section (b) reflect meeting date changed from the fourth Thursday to the third Thursday of each month and the time being changed from 5:30 p.m. to 6:00 p.m. Resolution No. 2014-06*
- Rule 2 Title to include “Minutes”  
Section (b) adopted 06/22/96  
Section (b) reflects prior practice of identifying Board “Member” Comments and Discussion “Calendar” on agenda 09/23/10 Resolution 2010-14  
Section (2) corrects missing hyphen typo “two-thirds” 09/23/10 Resolution 2010-14  
Section (d) adopted 09/27/12 Resolution 2012 05*
- Rule 3 Includes current practice in listing the order of business to include: Committee Reports, Minutes, Public Comments, and Closed Session Report 09/23/10 Resolution 2010-14 (b) and (c) added by Resolution 2013-07  
Relocates Chief’s Report to following Committee Reports Resolution 2014-12*
- Rule 4 Section (a) revised 01/22/04 Resolution 2004-01*
- Rule 5 Adopted 10/23/97 Resolution 97-024*
- Rule 6 Election date specified in the Joint Powers Agreement Creating the Authority, Article II, Section 7  
Section (c) adopted 09/27/12 Resolution 2012-05*
- Rule 9 Formation specified in the JPA Agreement, Article II, Section 6  
Membership revised to include standing committee chairs 06/22/96  
Number of members to be set by Board of Directors 10/24/96  
Powers delegated to Executive Committee 03/01/97*

*Standing Committee Chair alternate and At-large member 03/01/97*  
*City Manager TAC as ex officio member 06/26/97*  
*Membership revised to include immediate past Chair of the Board 10/23/97*  
*Section (b) revised to define membership, 03/23/00 Resolution 2000-06*  
*Section (b) revised and Section (c) added to clarify alternate member of the Executive Committee 09/27/01 Resolution 2001-13*  
*Section (b) revised number of members and ratio 01/22/04 Resolution 2004-01*  
*Section (c) includes designation of voting alternate of the Budget and Finance Chair and filling vacancy of Immediate Past Chair position 09/23/10 Resolution 2010-14*  
*Section (c) inclusion of clause should no prior Board of Directors be available to sit on Executive Committee as Immediate Past Chair Resolution No. 2011-02.*

*Rule 10 Committees established by Board 06/22/96*  
*Section (g) adopted by the Executive Committee on 05/22/97*  
*Committee chair elections set by Board 10/23/97*  
*Section (c) amended to achieve balance on Budget and Finance Committee between the number of members representing Structural Fire Fund and Cash Contract cities, 07/22/99 Resolution 99-23*  
*Sections (a) through (g) revised to reflect disbanding of Administration & Personnel and Planning & Operations Committees 03/23/00 Resolution 2000-06*  
*Section (a) designates that alternate directors shall not stand in for directors on standing committees 09/23/10 Resolution 2010-14*  
*Section (b) designates regular Budget and Finance Committees meetings date, time, and location 09/23/10 Resolution 2010-14*  
*Section numbers (c-f) renumbers to subsections (b1-b4) 09/23/10*  
*Section (c) changed to (c1-c3) reflecting the new Claims Settlement Committee 09/23/10 Resolution 2010-14*  
*Section (c) changed Claims Settlement Committee meeting time from 5:00 p.m. to 5:30 p.m.*  
*Section (b) inclusion of "Special meetings may occur on other dates, times, and/or locations as noticed." Resolution No. 2014-01*  
*Section (c) changed Claims Settlement Committee meeting time from 5:30 p.m. to 5:00 p.m. inclusion of "Special meetings may occur on other dates, times, and/or locations as noticed." Resolution No. 2014-01*  
*Section (d) added reflecting the new Human Resources Committee 01/23/14 Resolution 2014-01*  
*Section (c) changed Claims Settlement Committee meeting time from 5:00 p.m. to 4:00 p.m. Resolution No. 2014-XX*  
*Section (d)(1) changed the membership of the Human Resources Committee from "consists of seven members" to "shall not exceed seven members". Resolution No. 2014-06*  
*Section (c)(1) added the Human Resources Committee Chair to the membership of the Claims Settlement Committee. Resolution No. 2014-12*  
*Section (d) added the date and time of the Human Resources Committee meetings as the first Tuesday of each month at 12 noon. Resolution No. 2014-12*

*Rule 11 Adopted 03/24/05, Resolution 2005-05*  
*Changed Rule 11 subject to Designated Labor Negotiations renumbered former Rule 11 to Rule 12 09/23/10 Resolution 2010-14*  
*Amended Rule 11(a) to include reorganization of Board/BFC Committee prior to completion of Fire Chief's Evaluation process 09/27/12 Resolution 2012-05*

*Section (b) Change title from Chief Deputy to Deputy Fire Chief and remove the word “management” Resolution 2014-06*

- Rule 12 Policy set forth in the JPA Agreement, Article II, Section 2.  
Revised 07/27/95 Resolution 95-13  
Revised to allow compensation 03/23/00 Resolution 2000-08  
Rule Number changed from 11 to 12, 03/24/05 Resolution 2005-05  
Revised to add Travel Reimbursement Policies 11/17/05 Resolution 2005-30  
Former Rule 11 changed to Rule 12, due to renumbering of former Rule 11 to Rule 12  
and reflect that alternate directors will stand in for directors on the Executive Committee  
09/23/10 Resolution 2010-14*
- Rule 13 Rule Number changed from 12 to 13, 03/24/05 Resolution 2005-05  
Former Rule 12 changed to Rule 13, due to renumbering of Rule 11 09/23/10 Resolution  
2010-14  
Section (c)Other: changes baggage handling fee to current airport baggage rates  
09/23/10 Resolution 2010-14  
Rule 13 (a) amended to clarify “publicly noticed (Brown Act compliant)meeting are  
stipend eligible meetings 09/27/12 Resolution 2012-05*
- Rule 14 Rule Number changed from 12 to 13, 03/24/05, Resolution 2005-05  
Former Rule 13 changed to Rule 14, due to renumbering of Rule 11 09/23/10 Resolution  
2010-14*

Stephen M. Wontrobski  
27132 Sombras  
Mission Viejo, CA 92692

April 22, 2015

Board of Directors Members  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

Ref: Censorship of Public Comments

Dear Board of Director Members:

The OCFA this year has spearheaded two measures to diminish the ability of the public, members of the Board of Directors, and OCFA member cities to comment and object to proposed actions at its Board of Directors meetings. The measures have been directed against two groups:

1. Reform minded OCFA Board of Directors and member cities
2. Reform minded members of the public

#### Reform Minded OCFA Board of Directors and Member Cities

I have been attending OCFA Board of Director meetings from 2012 to the present. From my personal observations, for the 2012 and 2013 calendar years, there was basically no serious Board questioning or opposition to proposed OCFA executive management/firefighters union recommendations or actions. However, that changed in 2014 with the election of a handful of reform minded new Board members. That appears to be continuing this year.

In 2014 the firefighters union realized that with reform minded Board members now part of the Board makeup, they were no longer effectively in control of the Board. In order to deal with this perceived control problem, they brought forth AB 1217. This bill effectively would remove the reform minded Board members from the Board of Directors, and it would end that problem.

That is why I wrote the attached March 26, 2015 letter. This letter only added to the widespread opposition to the proposed bill from the OCFA member cities. As a result of the documented member city and public opposition to the bill, the OCFA Board should issue a letter to the bill sponsor, Tom Daly, strongly opposing it. In addition, the Board should direct the OCFA to instruct its Sacramento lobbyists to strongly lobby against its passage.

#### Reform Minded Members of the Public

It appears that the attached March 26, 2015 letter has struck a chord with the OCFA concerning the need for a potential major reform of the OCFA, which could save millions of dollars each year for its member cities. The OCFA has now embarked upon a path to curtail the amount of public opposition to its plans in its Board of Director meetings.

The method it proposes is to effectively censor public comment being voiced in the Board of Directors meetings. The plan is divided into the following key parts:

1. Prohibit the public from removing an item from the Consent Calendar.
2. Limit public comment to three minutes.

The proposed changes are disguised as a means "...to assist in expediting OCFA business in regards to public comments, the consent calendar, and methods to regulate the length of Board meetings".

I do not agree with this reasoning. In my opinion the sole reason for the change is to deny the public the full opportunity to speak out regarding its concerns for items on the meeting agenda. I present you with background information regarding this proposal.

Prohibit the Public from Removing an Item from the Consent Calendar.

This item would seem innocuous to most observers. However, it has major significance. I had previously denounced both in writing and in oral public comment, the 2012-2013 OCFA practice of “burying” controversial agenda items requiring Board discussion in the Consent Calendar. This practice came up again in 2014. But, this time new Board member, Jeff Lalloway, saw what was taking place and directed the OCFA never to engage in this “burying” practice again.

The problem today is that Board members come and go and new members are unaware of what has happened in the past. There is no guarantee that this outlawed “burying” practice will not be reinstated in the future. In addition, the procedure change now states the public can no longer pull a consent item and open it up for comment and discussion. This inhibits public comment on all consent items. This is an attempt to stop public comment. It also encourages the OCFA to resurrect its old practice of putting as many items in the Consent Calendar as possible.

Limit Public Comment to Three Minutes.

This same type of proposal was originally brought forward in 2013 by Trish Kelley, former OCFA Board of Director Chairwoman, using the type of reasoning as stated today. Approximately 30-45 minutes of Board of Director discussion took place regarding director opposition to her proposal. It was simply regarded by directors as a means to stop public comment on OCFA matters. The proposal was soundly rejected by the 2013 Board of Directors. However, it has once again resurfaced.

Over my three years of attending Board meetings, it is a rare occurrence that anyone other than me raises a public comment in the meetings. The argument that my public comments inhibit expediting OCFA business simply does not hold water.

It may surprise the proponents of this rules change of the number of thank you’s, which I have personally received over the past years from various Board members for my public comments and studies. They have also requested that I continue to keep them coming. These Board members believe that my public comments and studies have been genuinely worthwhile, and have helped the Board to put needed OCFA reforms into place.

Finally, for the veterans on the Board, please remember that our soldiers have bravely died in wars fighting to preserve a liberty that you and I enjoy today. Namely, it is the right to speak out on matters concerning the public interest.

I encourage members of the Board to soundly reject the proposed public comment rules changes.

Sincerely,

Stephen Wontrobski

Cc: Orange County Board of Supervisors  
State Senator John Moorlach  
State EMSA Director

e:ocfabodpubliccomments4-22-15

Stephen M. Wontrobski  
27132 Sombras  
Mission Viejo, CA 92692

March 26, 2015

Board of Directors Members  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

Ref: OCFA Board Size Reduction – Tom Daly’s AB 1217

Dear Board of Director Members:

In the March 19, 2015 OCFA Executive Committee meeting, I voiced strong opposition against the endorsement of Assemblyman Tom Daly’s AB 1217. The proposed bill would cut the size of the OCFA Board from 25 to 13 members. In that meeting I presented reasons why the taxpayer would be in strong opposition to this bill. And why the OCFA Firefighters Union Local 3611 strongly endorses it. However, the OCFA Executive Committee voted not to oppose the bill.

On March 25, 2015, the Orange County Board of Supervisors also discussed the bill, but they also refused to oppose the bill. A feeling was engendered that labor could not be stopped on this matter.

Seemingly, one would expect the taxpaying public to be disappointed with the outcome of both of these discussions. This is added to the taxpayer disappointment with the failure of the OCFA to affect meaningful labor cost reductions in the recent OCFA Firefighters Local 3631 labor contract negotiations. I had previously reported that various Mission Viejo residents, when questioned with the number of \$300,000.00 wage earners at the OCFA, actually thought I was talking about the City of Bell.

I am not discouraged with the current moves of the Union and the apparent political conviction they cannot be stopped in their labor cost demands or opposition to true labor reform. The reason is, because this latest political move with AB 1217, might finally mobilize OCFA member cities into action and cause them to take their own steps to protect their own city finances and the interests of their taxpayer constituents. The member cities are divided into two groups:

- a) Contract cities, and
- b) Structural member cities.

#### Contract Cities

These cities contract for OCFA fire suppression and prevention, and emergency medical/paramedic first response (EMS) services on a yearly basis. These cities are free to obtain the Emergency Medical Services (EMS) paramedic first response services from any approved OCEMS paramedic service provider. I previously issued a letter last year to various contract cities questioning why they are charged such a high cost per resident for these services as compared to other contract cities. It must be remembered that over 90% of the OCFA callouts for each city are for emergency medical services (first response paramedic and EMT staffed ambulance services). It must be further remembered that all fire departments, including other Orange County city fire departments, are required by state law to provide backup fire suppression services, when the need arises.

The contract cities could simply arrange with the Orange County Health Care Agency (Ref. OCEMS Policy 700.0) to allow private paramedic ambulance operators to provide first response paramedic/ambulance transport services on a large multi city basis. Contrary to mistaken popular belief, the private paramedics actually have more paramedic training than the OCFA paramedics, and the licensed private IFT ALS

ambulance providers are required to submit data to the OCEMS to insure that their patients are receiving the best paramedic care in Orange County.

If the Health Care Agency allowed this approach, the ambulance operators could provide this service at absolutely no cost to the cities, since the operators could make a reasonable profit from reimbursements from private insurers and Medicare. The contract cities would save millions from their budgets for these services currently provided and charged by the OCFA. And the taxpayers would no longer have to pay the ALS/BLS rebates/kickbacks to the OCFA, which I strongly oppose. Both the cities and taxpayers would save. The contract cities could then arrange for fire prevention services to be provided on a flat fee or other cost saving basis from neighboring city fire departments, or even the OCFA for that matter.

It must also be remembered that in my opinion, the current OCFA response performance is poor and unacceptable. In some areas it is less than 65% of the national standard of 90% of the required average response time. So on a cost and performance basis, the OCFA is both uncompetitive and substandard.

So if a switch away from the OCFA is accomplished, contract cities would save millions from their city budgets, ALS/BLS kickbacks/rebates would end, the residents would be served with better-trained paramedics, and emergency response times would greatly improve.

#### Structural City Members

Structural City members cannot withdraw from the OCFA until 2018. However, they should start collaborating with neighboring member cities regarding a joint plan to withdraw from the OCFA in 2018. The County and cities of Laguna Niguel, Aliso Viejo and Villa Park, who are currently being severely overcharged by the OCFA, are well advised to open up preliminary discussions of this matter right now.

Structural City members must never forget that, if a number of contract cities withdraw from the OCFA, it will provide the impetus for major union labor concessions, or else the OCFA will probably just collapse. My discussion with applicants for fighter positions have told me they would be more than satisfied with total wage compensation of about \$75,000.00 to start. Even if the total compensation offered was \$100,000.00, it would be far below the average compensation amount currently being paid to the OCFA firefighters/paramedics.

Now you understand why I currently maintain that the taxpayers will actually benefit from Tom Daly's AB 1217.

Sincerely,

Stephen Wontrobski

Cc: Orange County Board of Supervisors  
State Senator John Moorlach  
Tammi McConnell (EMS Program Manager)

e:ocfabodtdalyopportunity3-26-15



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
April 23, 2015

Agenda Item No. 5C  
Discussion Calendar

**Progress Report for  
Purchase of Urban Search & Rescue Warehouse**

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**Contact(s) for Further Information**

Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Dave Thomas, Assistant Chief Operations Department	<a href="mailto:davethomas@ocfa.org">davethomas@ocfa.org</a>	714.573.6012
Bryan Brice, Division Chief Division 5	<a href="mailto:bryanbrice@ocfa.org">bryanbrice@ocfa.org</a>	949.389.0055

**Summary**

This item is submitted to accept the due diligence findings of staff, provide final approval for the purchase of an Urban Search & Rescue (US&R) warehouse, and adjust the FY 2014/15 budget for completion of the purchase and necessary improvements/repairs.

**Prior Board/Committee Actions**

At its September 26, 2013, meeting, the Board of Directors authorized a \$5.5 million budget for the purchase of a US&R warehouse and authorized the Fire Chief to enter discussions with property owners and return to the Board for approval to enter escrow and purchase the identified property.

At its February 26, 2015, meeting, the Board authorized staff to enter escrow for the purchase of a warehouse for \$6,265,950, with final approval contingent upon the due-diligence reviews. The Board retained the right to terminate the purchase for any reason on or before March 31, 2015. Staff was directed to return in March to report on the due-diligence reviews, proposed budget adjustments, and obtain final approval for the purchase, if deemed appropriate.

At its March 26, 2015, meeting, the Board received and filed a progress report on the purchase process. Staff presented a list of due-diligence tasks to be performed, escrow was extended for one month (including extension of time for the Board to terminate the purchase for any reason), and staff was directed to return in April to obtain final approval for the purchase.

**Recommended Action(s)**

1. Accept the due diligence findings and staff's recommendations for upgrades and repairs.
2. Direct staff to proceed in closing escrow for the purchase of the US&R warehouse at 19682 Descartes, Foothill Ranch, California.
3. Direct staff to increase the US&R warehouse project budget by \$1,146,739 in the Fire Stations and Facilities Fund (123) as follows:
  - a. Increase FY 2014/15 appropriations by \$792,491 for acquisition and closing costs.
  - b. Include \$354,248 in the proposed FY 2015/16 budget for completion of necessary tenant improvements (\$223,748) and facility repairs (\$130,500).

## **Impact to Cities/County**

Purchase of a warehouse will significantly improve operational efficiency for the US&R team.

## **Fiscal Impact**

The FY 2014/15 budget includes \$5.5 million in Fund 123 appropriations for purchase of a US&R warehouse. The total acquisition cost (including closing costs, due diligence costs, tenant improvements, and facility repairs) is \$6,646,739; therefore, staff is requesting an increase to the project budget of \$1,146,739 (Attachment 2). Staff will also include the ongoing operational costs for the warehouse in the proposed FY 2015/16 General Fund budget (Attachment 3).

## **Background**

Following the Board's February 26, 2015, approval, staff and General Counsel worked with the seller's attorney to negotiate final language of the Purchase Agreement and Escrow Instructions. We reached agreement on all terms on March 10 and executed the Agreement for opening of escrow on March 17, 2015, with an anticipated closing date of April 30.

## ***Due-Diligence Reviews***

Contracts with the required building inspectors, appraisers, and property reviews have been issued and the work has been completed. Attachment 1 is a schedule of the due-diligence reviews performed, a brief summary of the information that was to be obtained from each review, and the findings from those reviews.

***In short, the building conforms to code requirements that were in place at the time it was constructed, it is able to accommodate the needed tenant improvements, and it is able to support US&R operations.***

While the building is structurally sound, per construction requirements at the time it was built, an update is desired to align the building with current code requirements. Installation of optional roof anchors is desired for an estimated cost of \$100,000. In addition, since the purchase is "as is, where is," there are some minor repairs necessary to the roof, electrical systems, plumbing systems, dry wall, signage, and re-keying the building, for an estimated cost of \$30,500. The total cost for these facility repairs is \$130,500 (Attachment 2).

## ***Tenant Improvements (TIs)***

OCFA's property management and IT staff have provided an estimate of \$223,748 for TI work, which includes costs for expansion of two rear roll-up vehicle doors, the installation of one side roll-up vehicle door, installation of an exhaust extraction system, and phone/IT upgrades (Attachment 2). The estimated cost for the expansion/installation of the roll-up vehicle doors was validated by the structural engineer, who also provided drawings for use when this work is put out to bid.

Office furniture and equipment has previously been purchased utilizing the FEMA grant and can be relocated to the new warehouse to accommodate the immediate office needs; therefore, staff does not anticipate a cost impact for furniture and equipment.

## **Attachment(s)**

1. Schedule of Due Diligence Review Findings
2. Schedule of Purchase, Due Diligence, and Tenant Improvement/Repair Costs
3. Schedule of On-going Operational Costs

**Orange County Fire Authority  
Proposed USAR Warehouse Facility  
Schedule of Due Diligence Reviews**

Attachment 1

Due Diligence Review	Information	Status	Findings
Tier 1 Physical / Structural Inspection	<p>Confirm building is structurally sound and can accommodate the US&amp;R vehicles</p> <p>Identify facility issues of concern or requiring correction</p> <p>Determine whether TI changes will compromise structural integrity of building</p> <p>Inspect roof for serviceability/life and seismic attachment</p>	Completed 100%	<p>The building conforms to code requirements that were in place when it was constructed. It can accommodate the desired tenant improvements to support anticipated use. No structural problems were identified.</p> <p>The Tier 1 inspection indicates that the roof to wall attachment does not meet current code for newly constructed facilities (although it met code at the time of construction). The north and south walls are not adequately attached to the roof reducing seismic strength to 36%.</p> <p>Cost estimate, optional installation of roof anchors = \$100,000.</p>
Mechanical, Electrical, Plumbing	Evaluate all mechanical, electrical, and plumbing systems	Completed 100%	<p>All building systems are in sound and serviceable condition. Minor repairs to achieve OCFA standards are needed.</p> <p>Cost estimate = \$17,500.</p>
Fire Sprinkler System	<p>Evaluate fire sprinkler system for leakage and proper function</p> <p>Determine whether building suffers from Microbiologically Influenced Corrosion (MIC) in the sprinkler system</p>	In Progress 75%	<p>Sprinkler system weaknesses (when present) are the result of three factors: sub-standard piping, poor maintenance, and the presence of microbials.</p> <p>Evaluation of this building concluded that it has high quality piping that has been very well maintained.</p> <p>Staff is having water samples tested for the presence of microbials. Title 19 inspection/ compliance is current.</p>

**Orange County Fire Authority  
Proposed USAR Warehouse Facility  
Schedule of Due Diligence Reviews**

Due Diligence Review	Information	Status	Findings
Roof Systems	Additional evaluation by OCFA contracted roof maintenance professional to further establish roof condition and service life	Completed 100%	<p>The roof system is original, 19 years old, and its condition is appropriate for the age of the facility. It is in good, serviceable condition. Its continued service life expectancy of 3-5 years can be extended by OCFA's ongoing roof maintenance program, which is applied routinely to all OCFA facilities.</p> <p>Maintenance and eventual replacement of this facility's roof will be rolled into OCFA's ongoing roof maintenance and replacement program.</p> <p>Initial minor repairs to bring the roof in line with OCFA system standards are needed.</p> <p>Cost estimate = \$13,000</p>
Identify TI Needs	Determine the extent and cost of TI needs	Completed 100%	<p>The principal TIs, expansion of two vehicle access doors and the addition of a third, are structurally feasible. Vehicle access to the building will also require the installation of an exhaust extraction system. All other needed tenant improvements have been identified.</p> <p>Cost estimate = \$223,748</p>
Zoning Restrictions	Review any restrictions that may impact intended use of the facility	Completed 100%	The City of Lake Forest found OCFA operations will have no zoning implications, including the storage of partially fueled vehicles.
Appraisal	Confirm the proposed price conforms to the market	Completed 100%	Appraisal report received stating a comparable market value of \$185/square foot.

**Orange County Fire Authority  
Proposed USAR Warehouse Facility  
Schedule of Due Diligence Reviews**

<b>Due Diligence Review</b>	<b>Information</b>	<b>Status</b>	<b>Findings</b>
Title Review	Confirm that the exceptions to title will not affect the use of the property	Completed 100%	All exceptions to title have either been accepted or will be cleared upon completion of the purchase.
Phase I Environmental Report	Determine whether there has been a history of hazardous material contamination	Completed 100%	No environmental concerns were identified for the property.
Foothill Business Association Review	Assess if the Association's CC&Rs and Rules & Regulations will impact our operations	Completed 100%	CC&Rs and Rules & Regulations have been reviewed by staff and will not restrict our operation of the property. Contact with the Foothill Business Association and First Service Residential California confirmed the anticipated use is compliant and anticipated TIs can be accommodated.
Community Facilities District Review	Explore the possibility of being exempted from the CFD special tax	Completed 100%	CFD financial consultant stated the special tax would only be levied "under extraordinary circumstances".
Essential Facility Requirements	Determine the extent to which the warehouse must comply with the Essential Services Building Act	Completed 100%	General counsel has determined that the facility would not fall under the Essential Facilities Act. No other California Task Force warehouses are essential facilities.
Natural Hazard Disclosure Statement	Identify if the property lies within one or more state or locally mapped hazard areas	Completed 100%	Provided by Seller through Escrow, and no disclosed hazards will impair the operation of the warehouse.
Tractor Trailer Driven Semi Demonstration	Confirm that the US&R vehicles will be able to access the building once the larger roll-up doors are installed	Completed 100%	Staff brought one of the semi-trucks to the building and confirmed that turning into the loading ramp and the roll-up doors can be negotiated.

**Orange County Fire Authority  
Purchase of Urban Search & Rescue Warehouse  
Schedule of Purchase, Due Diligence, and Tenant Improvement/Repair Costs**

<b>Acquisition &amp; Closing Costs</b>	<b>FY 2014/15 Budget</b>	<b>Itemized Costs</b>
Purchase Price (\$185/sq.ft.)	6,265,950	
Closing Costs (Buyer)	7,227	
Due Diligence Review Costs:		
Tier I Physical/Structural Inspection		3,500
Construction Documents		5,300
Mechanical/Electrical/Plumbing Inspection		1,500
Sprinkler System Inspection		5,014
Appraisal		1,500
Phase I Environmental Report		2,500
Total Due Diligence Review Costs	<u>19,314</u>	19,314
Total Acquisition & Closing Costs	6,292,491	
Less FY 2014/15 Adopted Project Budget	(5,500,000)	
<b>Requested Budget Increase for FY 2014/15</b>	<b>792,491</b>	

<b>Tenant Improvement &amp; Repair Costs</b>	<b>FY 2015/16 Budget</b>	<b>Itemized Costs</b>
Tenant Improvement Costs:		
Engineering Work LPA		17,000
Expand Existing Roll-up Doors (2)		100,000
Install Additional Roll-up Door		50,000
Install Exhaust Extraction System		50,000
Phone/IT Upgrades		6,748
Total Tenant Improvement Costs	223,748	<u>223,748</u>
Facility Repair Costs:		
Roof Upgrades (incl. fall restraints)		13,000
Optional Roof Anchors		100,000
Electrical		2,000
Plumbing		3,000
Certify Sprinkler System (Title 19)		3,000
General "As Is" Repairs		5,000
Signage		3,000
Re-keying		1,500
Total Facility Repair Costs	<u>130,500</u>	130,500
Total Tenant Improvement & Repair Costs	354,248	
<b>Requested Budget Increase for FY 2015/16</b>	<b>354,248</b>	

<b>Total Requested Budget Increase for USAR Warehouse</b>	<b>\$1,146,739</b>
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**Orange County Fire Authority  
Purchase of Urban Search & Rescue Warehouse  
Schedule of Ongoing Operational Costs**

<b>Ongoing Operational Costs</b>	<b>FY 15/16 Budget</b>
Property Overhead	
Miscellaneous Property Taxes (water district, vector control and assessments; this does not include ad valorem property tax)	987
General Liability, Property Insurance & Excess Real Estate Insurance	3,800
Utilities	
Electric	10,000
Gas	1,000
Water	2,500
Phone/Internet	407
Security	1,920
Total Property Overhead	20,614
Common Area Maintenance (CAM)	
Landscaping	5,000
HVAC Maintenance	1,500
Trash Removal	3,600
Business Association Fees	3,984
Total CAM Expense	14,084
<b>Total Ongoing Operational Costs</b>	<b>34,698</b>



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
April 23, 2015

Agenda Item No. 5D  
Discussion Calendar

**Approval of Memorandum of Understanding  
Orange County Professional Firefighters' Association, Local 3631**

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**Contact(s) for Further Information**

Jeremy Hammond, Director [jeremyhammond@ocfa.org](mailto:jeremyhammond@ocfa.org) 714.573.6018  
Human Resources Department

Lori Zeller, Assistant Chief [lorizeller@ocfa.org](mailto:lorizeller@ocfa.org) 714.573.6020  
Business Services Department

**Summary**

This item is submitted for approval of language clean-up modifications to the existing Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Professional Firefighters' Association, Local 3631 (OCPFA), effective through October 31, 2015. This proposed MOU accomplishes the Board's goal of mutually agreeable language clean-up.

**Prior Board/Committee Action**

Not Applicable.

**Recommended Action(s)**

Approve the proposed revisions to the existing MOU between the Orange County Fire Authority and the Orange County Professional Firefighters' Association, effective through October 31, 2015.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

There is no fiscal impact associated with the proposed revisions to the MOU, since the changes are only intended to accomplish language clean-up.

**Background**

The Orange County Fire Authority and the Orange County Professional Firefighters' Association, Local 3631 (OCPFA) are currently in the middle of a single year MOU that expires on October 31, 2015. The Authority has been actively negotiating mid-term with the OCPFA regarding mutually agreeable language and clean up. An agreement was recently reached and approved by the OCPFA. The revised MOU was posted on OCFA's public website at least seven days prior to the date the Board is requested to approve the MOU so that the recently adopted Board Rule has been satisfied. Since the revised MOU only contains language clean up, there is no fiscal impact associated with the adoption of this MOU.

**Attachment(s)**

Proposed redlined version of Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Professional Firefighters' Association, Local 3631 (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.)

**Association Edition**

**~~AND MUTIALLY AGREEABLE LANGUAGE~~**

**MEMORANDUM OF UNDERSTANDING  
RELATING TO EMPLOYEES IN THE FIREFIGHTER REPRESENTATION UNIT**

**2014-2015**

**ORANGE COUNTY FIRE AUTHORITY**

**AND**

**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION**

**IAFF - LOCAL 3631**

**FOR THE**

**FIREFIGHTER UNIT**

This Memorandum of Understanding sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Professional Firefighters Association, IAFF - Local 3631, as the Exclusively Recognized Employee Organization for the Firefighter Unit for the period beginning November 1, 2014, through October 31, 2015

## IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Professional Firefighters Association (OCPFA) Local 3631 and the Orange County Fire Authority Board of Directors, ~~on October 23, 2014.~~

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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:

**APPROXIMATELY** shall mean, when it is used in relation to salaries or special pay provisions, a variance of not more than .0025.

**ASSOCIATION** shall mean the Orange County Professional Firefighters Association (OCPFA), IAFF - Local 3631, representing the Firefighter Unit.

**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 their step with the employee's salary classification table. ~~STEP WITHIN THE EMPLOYEE'S SALARY CLASSIFICATION TABLE~~

**BOARD** shall mean Board of Directors of the Authority.

**CONTINUOUS SERVICE** shall mean employment in a regular position, which has not been interrupted by resignation, discharge, or retirement. Official Leaves of Absence shall not constitute a break in continuous service. For those employees who transitioned from the County of Orange to Authority employment on March 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 HEAD** shall mean an executive manager of the Authority who is responsible for a department within the Authority (for example, Assistant Chief of Operations, Assistant Chief of Business Services, Assistant Chief/~~Fire Marshal of Fire Prevention~~, and Assistant Chief of Support Services.)

**DUAL REPORTING** shall mean a situation where, due to Authority error, two (2) or more employees are inadvertently scheduled for and report to the same assignment.

**DUTY WEEK** shall mean a fifty-six (56) hour average duty ~~week~~ work ~~week~~ period.

**ELIGIBLE FORMER EMPLOYEE** shall mean an employee who meets the coverage and participation requirements set forth in Sections 3.2.1 and 3.2.2 of the Retiree Medical Plan at the time of his/her termination of employment with the Authority.

**ELIGIBLE RETIREE** shall mean 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 in Section 3.1 and 3.2 of the Retiree Medical Plan, and whose coverage has not been terminated under Section 3.3 of the Retiree Medical Plan.

**EMERGENCY** shall mean 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.

**FIREFIGHTER TRAINEE** shall mean a classification in which employees are hired and assigned to participate in a Firefighter Basic Training Recruit Academy.

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

**FLSA** – shall mean the Fair Labor Standards Act.

**Force Hire** – When an employee without availability is required (forced) to work in order to maintain minimum staffing levels. All force hours shall be compensated at the premium overtime rate of time and one half.

**FULL-TIME EMPLOYEE** shall mean an employee employed in one or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

**Held on Duty** – Time for which an employee who would normally be going off-duty and who is ordered to remain at work due to emergency activity and staffing needs. Held on duty is ordered by the Operations Chief or Duty Chief. This time will be paid at the premium overtime rate of time and one half. Held on duty is considered involuntary overtime and is used for up to 3 hours and 59 minutes. Held on duty time will not be added to the employee's force hire accumulation. Held on duty for more than four hours is considered a force hire.

**Holdover** – Time encountered while waiting for relief to release the employee from work. Holdover time is considered involuntary overtime and is used for up to 3 hours and 59 minutes. Holdover time will be paid at the premium overtime rate of time and one half. Holdover incurred for more than four hours is considered a force hire.

**HUMAN RESOURCES DIRECTOR** shall mean the Human Resources Director or his/her designee.

**IAFF** shall mean International Association of Fire Fighters.

**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 EMPLOYEE** shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his/her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

**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.

**LOCAL 3631** shall mean International Association of Fire Fighters, Local 3631, approved by the International Association of Fire Fighters as the successor to Local 1014.

**OCPFA** shall mean Orange County Professional Firefighters Association, IAFF - Local 3631, approved by the International Association of Fire Fighters as the successor to Local 1014.

~~**PART-TIME EMPLOYEE** shall mean an employee employed in one or more regular or limited term positions whose normally assigned work hours do not equal those required of a full-time employee.~~

~~**PAY PERIOD** is the regularly recurring two week period over which employee's time is recorded and paid. It begins on Friday at midnight and ends two weeks later on Thursday at 11:59 p.m.~~

**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 household.

**PRACTICABLE** shall mean economically feasible or reasonably able to accomplish.

**PREMIUM OVERTIME** shall mean authorized time worked, which is defined as overtime under the Fair Labor Standards Act (FLSA). For the purposes of meeting the FLSA overtime threshold per the work period provided in accordance with Section 7(k) of the FLSA, ~~all paid leave hours shall be considered hours worked.~~ Effective January 21, 2015, premium overtime shall be paid by the Authority for actual hours worked as well as all authorized leave time except for vacation and sick leave taken.

**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 one (1) full step higher than the maximum step of the old salary range.

**REASSIGNMENT** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

**RECRUITING STEP** shall mean the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Human Resources Director.

**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 at least one (1) full step lower than the maximum step 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.

**REGULAR RATE OF PAY** shall mean the overtime rate for non-exempt employees per the FLSA. It includes the base rate plus additional remuneration paid to employees.

**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 week. For such employees, their regular shift is 24 hours.

**STAFF EMPLOYEE** shall mean an employee assigned to a forty (40) hour workweek.

**UNION** shall mean Orange County Professional Firefighters Association (OCPFA), IAFF - Local 3631, representing the Firefighter Unit.

**Y-RATE** shall mean a pay rate outside the assigned salary range of a class.

## 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. Employees Assigned to the 56 Hour Average Workweek

Employees assigned to the 56 hour average workweek shall be based on a three (3) platoon schedule. The work period for purposes of calculating overtime shall be ~~twenty-four (24) calendar days in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Pursuant to the FLSA, hours worked which exceed one hundred eighty-two (182) hours in the twenty-four (24) day work period shall be premium overtime.~~

~~Effective Wednesday, January 21, 2015, at 0800 (the end of a 24 day work period) the work period for 56 hour average workweek employees shall change to a sixteen (16) day FLSA work period in accordance with Section 7(k) of the FLSA for one work period. Pursuant to the FLSA, hours worked which exceed one hundred and twenty one (121) hours in the (16) day work period shall be premium overtime paid in accordance with FLSA.~~

~~Effective Friday, February 6, 2015, at 0800 (the end of the 16 day work period) the work period for 56 hour average workweek employees shall change to a fourteen (14) day FLSA work period in accordance with Section 7(k) of the FLSA. Pursuant to the FLSA, hours worked which exceed one hundred and six (106) hours in the (14) day work period shall be premium overtime paid in accordance with FLSA. At that point in time, the FLSA work period will be in sync with the 14 day pay period. The FLSA work period shall run concurrently with the pay period.~~

2. Employees Not Assigned to the 56 Hour Average Workweek

The workweek for employees 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 ~~fourteentwenty-eight (1428)~~ calendar days in accordance with Section 7(k) of the FLSA – (fire protection for all except law enforcement for investigators). ~~This work period shall change to the 14 day FLSA work period effective January 23, 2015 at 0800.~~ These employees shall be entitled to two (2) regularly scheduled consecutive calendar days off and shall receive premium overtime for hours worked in excess of eighty (80) hours in each fourteen (14) day pay period. ~~The pay period shall begin on a Friday at 12:00 a.m. and end the second Thursday thereafter at 11:59 p.m. 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.

In addition, these employees shall not be permitted to work more than sixteen (16) consecutive staff hours except in an emergency situation.

B. Hours Worked – All Employees

For purposes of determining if an employee is entitled to premium overtime, ~~actual work hours as well as all hours paid including paid time off given pursuant to California Labor Code 4850 shall be calculated as hours worked. Effective January 21, 2015~~ vacation and sick leave hours taken shall no longer count as hours worked for the purposes of calculating premium overtime. All other paid hours shall ~~continue to be~~ counted as time worked for the purposes of calculating premium overtime.

Notwithstanding, the previous sentence, ~~effective January 21, 2015~~ whenever an employee is force hired ~~(as defined in the SOP currently numbered SOP HR.03.10 formerly SOP AM 103.16)~~ to work overtime, those hours will be paid at the rate of one and one half the employee's regular rate of pay as defined by the FLSA regardless of whether the employees' work hours exceed the FLSA overtime threshold.

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

Effective Wednesday January 21, 2015 at 0800, all employees assigned to the average of a 56 hour workweek shall be assigned to the 48/96 work schedule. According to the already published platoon schedule, January 20, 2015 is scheduled as a "B" shift day and January 21, 2015 is scheduled as a "C" shift day. To implement the 48/96 work schedule, January 21, 2015, the first day of the new 48/96 work schedule, will become a "B" shift day. For each day thereafter, the platoon schedule will be as follows: CCAABB. Thus, January 22 and 23, 2015 will be "C" shifts, January 24 and 25, 2015 will be "A" shifts and January 26 and 27 will be "B" shifts. The result will be that for the transitional 16 day FLSA work period (the parties have agreed that the 16 day FLSA work period will go into effect on the same day as the 48/96 work period - two of the three platoons will be scheduled to work five shifts and one of the platoons will be scheduled to work six shifts. Effective February 6, 2015, the fourteen (14) day FLSA work period will go into effect. Two of the three platoons will be scheduled to work five shifts and one of the platoons will be scheduled to work four shifts. The only exception to this will be that the parties agree that December 24 and 25<sup>th</sup> will not have the same shift. For 2015, since "C" shift would fall on both December 24<sup>th</sup> and 25<sup>th</sup>, the "B" shift scheduled for December 23<sup>rd</sup> will be a "C" shift, and the "C" shift scheduled for December 24<sup>th</sup> will be a "B" shift. If 48/96 continues in the future, if the shift schedule for a particular calendar year shows that the same shift would be scheduled to work on December 24 and 25<sup>th</sup>, the Association will advise the Authority how it wants the shifts changed. The change will be accommodated as long as shifts being changed are in the same FLSA work period, do not cause one shift to work three shifts in a row and do not go into the next calendar year.

The 48/96 work schedule will be considered to be on a trial period for eighteen months. The Association agrees that it will notify the Authority no

later than February 22, 2016 as to whether it wants the 48/96 work schedule to continue past the eighteen months. If the Association wants the 48/96 work schedule to continue, it will be the work schedule into the future unless and until either or both parties wish to change the work schedule through collective bargaining. If the Association notifies the Authority by February 22, 2016 that it no longer wants the 48/96 work schedule, the parties shall determine a mutually acceptable date to return to the work schedule that was in effect on January 20, 2015 prior to the effective date of the 48/96 work schedule. In the event that the parties cannot agree on a mutually acceptable date to transition back to the work schedule that was in effect on January 20, 2015, the Authority shall implement the change back to the work schedule that was in effect on January 20, 2015 in the first work period beginning after July 21, 2016. If the Association does not notify the Authority by 5:00 p.m. on February 22, 2016, as to whether it wants the 48/96 to continue, the parties agree that the 48/96 work schedule will continue and not end on the first work period beginning after July 21, 2016.

- D. Except as otherwise provided, no employee shall be employed in one or more positions, full-time or part-time, more than the total number of hours for the employee's work period as defined in Section 1.A., of this Article, except on overtime authorized by the department.

- E. ~~In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.~~

## **Section 2. Rest Periods, Sleep Periods, Cleanup Time, and Meal Periods**

- A. The Fire Chief shall have the authority to establish rules and regulations concerning sleep periods, rest periods, cleanup time, and meal periods.

- B. Personnel assigned to strike teams or overhead assignments who travel eight (8) consecutive hours or more during their return to the County of Orange, shall be released from duty upon the disbanding of their assigned strike team or assignment. Employees whose regular duty shift is scheduled on the day of the return shall be released from duty for the remainder of the shift and will receive full compensation for the remainder of that shift.

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

- A. An employee 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 Memorandum of Understanding~~. 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.

~~Effective January 21, 2015, employees assigned the average of 56-hour workweek shall be compensated for the sixteen (16) day work period for~~

~~hours worked (as defined in this MOU in Article I, Section 1(B)). Computations for salary, vacation, sick leave, premium pay, overtime, retirement benefits, and specialty pay shall be based upon the sixteen day work period.~~

~~Effective February 6, 2015, e~~ Employees assigned the average of 56 hour workweek shall be compensated for each fourteen (14) day work period for hours worked (as defined in this MOU in Article I, Section 1(B)). Computations for salary, vacation, sick leave, premium pay, overtime, retirement benefits, and specialty pay shall be based upon each fourteen day work period/pay period.

~~1. In calculating years of service credit for retirement, shift employee hours shall be converted by a factor of one and four-tenths (1.4). The one hundred and twelve (112) average hours worked in a pay period will be transmitted to retirement as eighty (80) hours.~~

- 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.
- C. During a major emergency, Section 3.A. and 3.B., of this Article, shall not apply to employees in the class of Heavy Fire Equipment Operator or to employees who regularly perform the duties of Fire Crew Supervisor, Public Information Officer, or Investigator—provided such employees are performing their regular duties during such major emergency.

#### **Section 4. Overtime**

- A. Notification of Employees—If, in the judgment of the Authority, work beyond the normal workday, workweek, or work period is required, the Authority will notify any employee who may be asked or required to perform such overtime of the apparent need for such overtime whenever practicable prior to when the overtime is expected to begin.
- B. Distribution of Overtime: The procedures covering the distribution of overtime to employees in the Firefighter Unit are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures (~~currently numbered~~—SOP HR.03.10 Staffing Procedures ~~formerly SOP AM 103.16~~).

~~Disputes regarding misinterpretation or misapplication of the provisions contained herein shall be subject to the grievance procedure in accordance with the provisions of this Agreement.~~

- C. Overtime Cap

An overtime cap shall be implemented effective April 1, 2015. The procedures covering the overtime cap are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures (~~currently numbered~~—

D. Payment for Overtime

1. Overtime for staff employees assigned to a forty (40) hour workweek shall be compensated at one and ~~five-tenths~~one-half (1.5) times the regular rate of pay~~basic hourly rate~~. Shift employees assigned to a fifty-six (56) hour average duty week shall be compensated at the fifty-six (56) hour average duty week equivalent and based on the employee's ~~hourly~~regular rate of pay as determined by Section 1.A.1. and 1.A.2., of this Article. ~~Effective January 21, 2015, shift employees assigned to the average 56 hour workweek will receive overtime for hours worked in excess of the overtime threshold of 121 hours including leave time taken other than vacation and sick leave in the transitional sixteen (16) day FLSA work period. Effective February 6, 2015, shift employees assigned to the average 56 hour workweek will receive overtime for hours worked in excess of the overtime threshold of 106 hours including leave time taken other than vacation and sick leave in their fourteen (14) day FLSA work period.~~

~~2. For shift personnel, 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 fringe benefits or to count toward probation or merit increase periods. Effective January 21, 2015, shift employees assigned to the 56 hour average workweek shall receive fringe benefits, merit eligibility dates, and probation periods based on the hours worked in their defined sixteen (16) day FLSA work period. Overtime outside the sixteen (16) day FLSA work period shall not be used to earn fringe benefits or to count toward probation or merit increase periods. Shift employees assigned to the 56 hour average workweek shall receive fringe benefits, merit eligibility dates, and probation periods based on the hours worked in their defined fourteen (14) day FLSA work periods. Overtime outside the fourteen (14) day FLSA work period shall not be used to earn fringe benefits or to count toward probation or merit increase periods.~~

~~3. Premium overtime shall be compensated at one and five-tenths (1.5) times the employee's basic hourly rate.~~

~~4. Fair Labor Standards Act (FLSA) will be mandated as long as it is applicable to the Authority.~~

3. Unless waived by the parties, employees' work schedules shall not be changed during the workweek in progress when the purpose of such change is to avoid overtime.

4. When a shift employee is assigned on his/her scheduled day off to work a non-shift overtime assignment in a work environment where he/she is not assigned to participate in emergency responses, the overtime rate for that non-shift overtime assignment shall be as provided for forty (40) hour workweek employees in Section 4.CD.1., of this Article. Such overtime

shall not be used to earn fringe benefits or to count toward probation or merit increase periods.

5. A shift employee working an overtime assignment as described in Section 4.CD.64., of this Article, who is directed to respond to a major emergency shall be paid for overtime related to the emergency in accordance with Section 43.CB.4. or Section 43.C.3., of this Article, whichever is applicable.

8. The Authority agrees to pay all backfill and overtime pay in accordance with the FLSA except for Force Hire, held on duty, call back and hold over which shall be paid at one and one half (1.5) times the employee's regular rate of pay. ~~For the period between November 1, 2014 and February 6, 2015, overtime will continue to be paid as it has been in the past. Since the FLSA work period and pay period will be in sync effective February 6, 2015, from that date forward, a~~All overtime earned during the work period shall be paid by the pay day following the end of the work period.

E. Dual Reporting for Overtime

1. Dual reporting situations are not subject to the call-back provisions of Section 56.B., of this Article.
2. When two (2) employees report for the same shift, fifty-six (56) hour average duty week, assignment due to an Authority error, one (1) shall be assigned to work. The unassigned employee shall be released from work and compensated for his/her work/travel time to a maximum of two (2) hours at the overtime rate for shift employees as provided herein.
3. If two (2) employees report for the same shift, fifty-six (56) hour average duty week, assignment for reasons other than Authority error, one (1) shall be assigned to work; the unassigned employee shall not be compensated.

**Section 5 Overtime Distribution**

The parties agree that the procedures covering the distribution of overtime to employees in the Unit are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures HR.03.10 (Staffing Procedures)

Any changes, revisions or modifications to the OCFA Standard Operating Procedures HR.03.10 will necessitate a meet and confer and mutual agreement between the OCFA and OCPFA. Disputes regarding the misinterpretation or misapplication of the provisions contained in SOP HR.03.10 shall be subject to the grievance procedure of this MOU.

**Section 65. On-Call Pay and Call-Back Pay**

A. On-Call Pay

1. When an employee is assigned on-call duty by the department, the employee shall be informed in writing, in advance whenever practicable,

of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his/her base rate of pay ~~hourly rate~~ for such assignment. When called backed, 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 which might impair his/her ability to perform assigned duties.
3. When a shift or staff employee has been placed on-call on his/her scheduled day off because he/she is required to be a witness in a matter directly related to his/her assigned duties as an Authority employee or as an employee for a fire agency that was transitioned into the Authority and such an employee is not a party to the litigation, the on-call compensation provided herein shall not be subject to the provisions of Section 36.A., of this Article.

B. Call-Back Pay

1. When a shift employee who works a fifty-six (56) hour average duty week returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with five and six-tenths (5.6) hours work 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/she was called back.
2. When a staff employee who works a forty (40) hour workweek returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he/she was called back.
3. When a fifty-six (56) hour duty week 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/she shall be compensated for two and eight-tenths (2.8) hours.
4. When a forty (40) hour workweek 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/she shall be compensated for two (2) hours.
5. Call-back for employees assigned to a forty (40) hour workweek shall be paid at one and five-tenths one-half (1.5) times the basic hourly base rate of pay, except that call-back to perform suppression activities shall be paid at the employee's basic hourly base rate of pay as determined in accordance with Section 36.B., of this Article.
6. Call-back shall be paid at the employee's basic hourly base rate of pay.

~~7. There shall not be any duplication or pyramiding of rates paid under this Section, except as provided in Section 5.B.2., of this Article.~~

### **Section 7 – Employee Work Schedule While Attending Training**

- ~~1. A shift employee who attends approved training within Orange County or within reasonable travel distance of Orange County on his/her normal duty day shall receive his/her normal pay. Such employee is expected to return to his/her duty station after class or arrange for time off, in advance, through normal procedure. The OCFA will back-fill for the employee for the period of training plus reasonable travel time. The OCFA will make a reasonable effort to release an employee who wishes to use his/her own compensatory time off for the remainder of the 24-hour shift rather than return to duty.~~
- ~~2. A shift employee who attends approved training within Orange County or within reasonable travel distance of Orange County on his/her assigned off-duty day shall be compensated for actual classroom time per this MOU.~~
- ~~3. A staff employee attending approved training within Orange County or within reasonable travel distance of Orange County shall be considered on-duty and will be compensated pursuant to the applicable MOU provisions for any time worked in excess of his/her normal duty hours. Decisions regarding backfilling such staff positions shall be at the discretion of the OCFA per this MOU.~~
- ~~4. When a shift employee is attending approved training that is not within Orange County or within 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 shift schedule shall remain the same. The employee shall be compensated for the actual class time plus reasonable travel time on his/her assigned off-duty day per this MOU.~~
- ~~5. When a shift employee is attending approved training that is not within Orange County or within a 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 staff workweek for the duration of the training. There shall be no loss of hours or compensation from the employee's normal salary due to the change from a shift schedule to a staff workweek over the Fair Labor Standards Act work period.~~
- ~~6. An employee shall be reimbursed for mileage for training per the OCFA's mileage reimbursement policy when an OCFA 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 OCFA.~~
- ~~7. The OCFA agrees to allow an employee reasonable travel time to attend training.~~

## ARTICLE II

### PAY PRACTICES

#### **Section 1. Compensation for Employees**

- A. Employees shall receive compensation at the ~~biweekly or~~ hourly rate for the range and step assigned to the class in which they are employed per Appendix C.

#### **Section 2. Pay for New Employees**

- A. The Human Resources Director may authorize the appointment of employees at any of the first seven steps 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 a step higher than Step 7 of the 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. Merit Increase Within Range**

- A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the employee's supervisor with the approval of the next level supervisor.
- B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date, which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence, other than a Military Leave, the imposition of a suspension, or the granting of a light duty assignment, as a result of a non-occupational injury, shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave, suspension, or light duty assignment as a result of a non-occupational injury. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence, suspensions, or light duty assignments as a result of a non-occupational injury.
- C. An employee in a ~~part-time~~ regular or limited-term position who has been assigned to a fifty-six (56) hour average duty week and who has not completed one thousand four hundred fifty-six (1,456) paid hours exclusive of overtime by his/her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand four hundred fifty-six (1,456) paid hours exclusive of overtime. Likewise, an employee in a ~~part-time~~ regular shift

position or limited-term shift position who has not completed two thousand nine hundred twelve (2,912) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his/her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time limited term service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

- D. An employee in a ~~part-time~~ regular or limited-term position who has been assigned to a forty (40) hour workweek and who has not completed one thousand forty (1,040) paid hours exclusive of overtime by his/her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1,040) paid hours exclusive of overtime. Likewise, an employee in a ~~part-time~~-regular staff position or limited-term staff position who has not completed two thousand eighty (2,080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his/her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2,080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time limited term service, both periods of service shall apply towards merit increase eligibility with the ~~part-time~~ limited term service being applied proportionately to the appropriate full-time interval.
- E. An employee on light duty assignment due to an occupational injury, or an employee on leave pursuant to California Labor Code Section 4850 will have his/her merit review extended by the same number of calendar days that the employee is on light duty assignment or 4850 leave. Any merit increase received by the employee at the completion of the extended review period will be made retroactive to the original merit review date.
- F. Merit increases may be granted for one (1), two (2), three (3), and four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.
- G. The determination as to whether or not to grant merit increases beyond Step 9—and if granted, in what amounts—shall be within the discretion of the immediate supervisor with the approval of the next level supervisor and shall be based on merit.
- H. If, in the Authority's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Authority shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit increase eligibility date. The employee may be reevaluated at any time. However, in any event, the employee shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The

employee's merit increase eligibility date shall not be changed by such deferral.

- I. Should an employee's merit increase eligibility date be overlooked through an error and—upon discovery of the error—the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

#### **Section 4. Salary on Promotion**

A. Except as modified by Section 4.B. and Section 4.C., of this Article, a regular, limited-term, or probationary employee promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a five and ~~one half five-tenths (5.5)~~ percent (5.5%) increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established, which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.

B. Any employee who is promoted to a class from which he/she was previously reduced without a salary decrease shall be placed at a salary step no higher than the step the employee would have achieved if the employee had remained in the class to which he/she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. An employee who is promoted to a Firefighter Unit class from which the employee was previously reduced with a salary decrease in order to become a Paramedic Firefighter shall be placed at a salary step in accordance with Section 4.C.1. or Section 4.C.2., of this Article, whichever is higher:

1. Placement at the same salary step the employee previously held in the class to which he/she is being promoted
2. Receipt of a pay increase closest to a five and ~~one half five-tenths (5.5)~~ percent (5.5%) pay increase on the range over the salary received prior to the promotion, not to exceed the top step of the range

A new merit increase eligibility date shall be established, which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.

#### **Section 5. Salary on Reassignment**

- A. When a regular, limited-term, or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.

- B. When a regular, limited-term, or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps, and the employee shall retain his/her former merit increase eligibility date, except as provided in Section 5.E., of this Article. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.
- C. When a regular or limited-term regular employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.
- D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status, and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- E. When a regular, limited-term, or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps, his/her salary and merit increase eligibility date shall be determined by the Human Resources Director.

**Section 6. Salary on Reduction**

- A.
  - 1. When a probationary employee, an employee who has been on 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 shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3., of this Article, or the employee's salary and merit increase eligibility date may be determined by the Human Resources Director.
  - 2. When a promotional 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 the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.
- B. When a regular or limited-term regular employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range that would be the closest amount to a two (2) step reduction, or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the

new class unless the employee thereby is placed at the recruiting step of the new salary range. In which case, the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When an ~~regular or limited-term~~ employee ~~in good standing~~ is reduced to a position in a lower class for ~~physical disability~~ for reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new salary range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his/her merit increase eligibility date.

D. When a regular, limited-term, or probationary employee is reduced as the result of a position reclassification, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.
2. If the salary of the employee is greater than the maximum of the new class, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If—at the end of the specified period indicated below—the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

**Y-RATE SCHEDULE**

<b><u>Years of Full-Time Continuous Service</u></b>	<b><u>Duration of Y-Rate</u></b>
Less than 5 years	2 years from the date of reclassification
5 years but less than 10 years	3 years from the date of reclassification
10 years but less than 15 years	4 years from the date of reclassification
15 years but less than 20 years	5 years from the date of reclassification
20 years but less than 25 years	6 years from the date of reclassification
25 years or more	7 years from the date of reclassification

3. When an employee on Y-Rate accepts a voluntary reduction, his/her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

**Section 7. Salary on Reclassification**

- A. The salary of a regular, limited-term, or probationary employee whose position is reclassified shall be determined as follows:
  1. If the position is reclassified to a class with the same salary range, the employee's salary, merit increase eligibility date, and probationary status remain the same as in the former class.
  2. If the recruiting step is higher, the employee's salary shall be advanced the number of steps difference between recruiting steps.
  3. If the recruiting step is lower, the regular or regular limited-term employee's salary remains the same.
  4. A probationary or probationary limited-term employee reclassified to a class with a lower recruiting step shall have the same salary, step status, probation status, and merit increase eligibility date as he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Section 4.A. or 4.B., of this Article.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Section 6.D., of this Article.

**Section 8. Salary on Reemployment**

- A. A person who is reemployed in the Firefighter Unit may, upon approval of the Human Resources Director, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Section 2.B., of this Article.
- B. A former employee on paid retirement 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.

**Section 9. Changes in Salary Allocation**

- A. If a class is reassigned to a higher salary range, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the range to which the class was previously assigned. However, if a class is reassigned to a lower salary range, the salary

of each employee shall be determined in accordance with Section 6.D., of this Article.

## ARTICLE III

### EMPLOYEE PROVISIONS

#### Section 1. Selection Procedures

- A. The Authority shall meet with the Association~~Union~~ and consider its concerns prior to the establishment of selection procedures for the positions of Fire Apparatus Engineer and Fire Captain.
- B. Prior to initiating the testing process, the Authority shall designate an expiration date for the eligibility list. The eligibility list may be extended by mutual agreement of the parties.
- C. Provided a sufficient number of members of the Firefighter Unit apply for and receive a passing score to fill existing vacant positions, all promotions to compete for or be appointed to the positions of Fire Apparatus Engineer and Fire Captain shall be limited to qualified non-probationary Firefighter Unit members. All promotions to the position of Fire Apparatus Engineer and Fire Captain shall be based on merit, which will be identified by a numerical score. The numerical score will be the final score the candidate receives after the testing process is completed.
- D. The testing process for the positions of Fire Apparatus Engineer and Fire Captain shall consist of—but not be limited to—a written examination, practical examination, assessment center, simulator, and/or verification of a required certification. Minimum experience requirements for promotions shall be:
  1. Fire Apparatus Engineer: Two (2) years' experience as a full-time career Firefighter, who has completed probation as a Firefighter at the time of application.
  2. Fire Captain: Five (5) years' experience as a full-time career Firefighter or Fire Apparatus Engineer or a combination of the two, who has completed probation as a Firefighter at the time of application.
- E. Based on the numerical scoring system, those candidates receiving a passing score will be considered for filling vacancies as follows:
  1. After the final scores are calculated, candidates will be grouped and ranked by final scores in the order of highest score to lowest. Each score group will be comprised of candidates who achieved an identical final score in the testing process. The Authority will notify each candidate of his/her group within the scoring hierarchy.
  2. Upon receipt of a request to fill a vacancy, the Human Resources Director will certify the top five (5) score groups for the purpose of selecting a qualified candidate. At any time during the consideration process, should the request to fill vacancies exceed one (1), the Human Resource Director

will add—for selection consideration—an additional score group for each additional request. This procedure is illustrated by the following example.

*Example: If a request is made to fill one (1) vacancy, the five (5) highest score groups will be reviewed for the purpose of selecting a qualified candidate to fill the one (1) vacancy. Should the request be made for two (2) vacancies, the six (6) highest score groups will be reviewed for the purpose of selecting qualified candidates to fill the two (2) vacancies. Should the request be made for three (3) vacancies, the seven (7) highest score groups will be reviewed for the purpose of selecting qualified candidates to fill the three (3) vacancies.*

3. As each score group is depleted, the next highest score group, which has not yet been considered, will be added to the candidate pool for selection consideration. This will be done to ensure the proper number of score groups is maintained for selection consideration, as identified in Section 1.E.2., of this Article.
  4. The above process will continue until the eligibility list expires or there remains less than five (5) score groups.
- F. Appeals regarding candidate placement on the eligibility list are outside the scope of the Grievance Procedures. Disputes regarding candidate placement on the eligibility list will be processed through the OCFA Selection Rules and Appeals Process.

## **Section 2. Time Off for Selection Procedures**

- A. With approval of the Fire Chief, ~~an regular, limited-term, or probationary~~ employee shall be entitled to necessary time off with pay to participate in tests of fitness, 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 placed on new probation for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

### 2. Part-Time Shift Employee (Fifty-six [56] hour average duty week)

A new or reemployed employee—who has been out of Authority service for more than two (2) years in a part-time regular shift position or limited-term shift position—shall be placed on new probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime,

ending with the first day of the pay period following completion of said period.

3. Part-Time Staff Employee (40 hour workweek)

A new or reemployed employee—who has been out of Authority service for more than two (2) years in a part-time regular staff position or limited-term staff position—shall be placed on new probation for two thousand eighty (2,080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

4. A regular or reemployed employee—in a regular or limited-term position in the class of Firefighter Trainee—shall be placed on probation for a period equal to the completion of the Firefighter Basic Training Recruit Academy.

B. Promotional Probation

1. A full-time or part-time employee who is promoted shall be placed on promotional probation except as provided in Section 3.B.2. and 3.B.4., of this Article. All promotional probation shall end with the first day of the pay period following completion of the promotional probation period.

a. A full-time employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion.

b. A part-time shift employee assigned to a fifty-six (56) hour average duty week shall be placed on promotional probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. A part-time staff employee assigned to a forty (40) hour workweek shall be placed on promotional probation for two thousand eighty (2,080) paid hours exclusive of overtime.

c. When an Authority employee who is employed in a classification not covered by the provisions of this Memorandum of Understanding is appointed to the Firefighter Unit classification of Firefighter Trainee, such employee shall be placed on promotional probation for a period equal to the completion of the Firefighter Basic Training Recruit Academy.

d. When a full-time employee promotes from Firefighter Trainee to another class covered by the provisions of this Memorandum of Understanding, such employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion. A part-time shift employee (assigned to a fifty-six [56] hour average duty week) promoting from Firefighter Trainee to another classification covered by the provisions of this Memorandum of Understanding, shall be placed on promotional probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. A part-time staff employee (assigned to a forty [40] hour workweek) promoting from Firefighter Trainee to another class covered by the provisions of this Memorandum of Understanding, shall be placed on promotional

probation for two thousand eighty (2,080) paid hours exclusive of overtime.

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher classification and the classification from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. 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.
4. Notwithstanding any other provision of this MOU Agreement, when an employee who has been on temporary promotion to a Firefighter Unit classification is promoted to that same classification without returning to his/her former class, the time served in the temporary promotion shall be credited towards the promotional probation 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 except where an employee alleges his/her release was the result of discrimination by the Authority because of a protected status as defined by the existing Fair Employment and Housing Act or other applicable law. In the case of such allegations, the employee may submit a grievance at Step 2 of the grievance procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

- a. An employee on promotional probation may be failed at the sole discretion of the Authority at any time without right of appeal or hearing except where an employee alleges his/her failure of promotional probation was the result of discrimination as described in Section 3.C.1., of this Article. In case of such allegations, the employee may submit a grievance at Step 2 of the grievance procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of promotional probation.
- b. When an employee fails his/her promotional probation, the employee shall have the right to return to his/her former class provided the employee was not in the class of Firefighter Trainee for the purpose of training for promotion to a higher class.
- c. When an employee is returned to his/her former class under the provisions of this Section, the employee shall serve the remainder of

any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position, other than at the direction of the Fire Chief, shall not have the right to return to his/her former class.

- d. If the employee's former class has been deleted or abolished, he/she shall have the right to return to a class closest to—but no higher than—the salary range of the class the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

#### D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as in Article IV, Section 2.D., part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements.
2. When the Fire Chief or his/her 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. A probation period may not be extended, except as provided in Section 3.E., of this Article. 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. The granting of an Official or a Military Leave of Absence, the imposition of a suspension, or the granting of a light duty assignment to an employee shall cause the employee's probation period to be extended by the length of the Official Leave, suspension, or light duty assignment, or by the length of the Military Leave in excess of fifteen (15) calendar days. The extended probation period resulting from the Official or Military Leave of Absence, suspension, or light duty assignment shall end with the first day of the pay period after said extended date.
2. The Human Resources Director shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure that is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the Authority receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section and he/she has served a probationary period longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Directors.
3. Upon the recommendation of the Assistant Chief/Department Head or his/her designee or at the request of the employee with the concurrence of the Assistant Chief/Department Head or his/her designee, the probation

period of an employee may be extended at the discretion of the Human Resources Director for a period not to exceed ninety (90) calendar days provided such action is approved by the Human Resources Director before the normal probation period is completed. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

4. The Human Resources Director shall extend the probationary period of employees with an employment authorization document having an expiration date that would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an employee's probationary period is extended by the provisions of this Section and he/she serves a probationary period longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

#### **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 regular and limited-term, full-time and part-time 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 their probation period. (12/02/10)
- B. Performance evaluations rated substandard shall be grievable through the grievance process up to and including binding arbitration. However, when more than a total of three (3) grievances for all unit members involving substandard performance evaluations are submitted to arbitration within a calendar year, the appealing party(s) (the employee or the OCPFA) shall bear the full cost of the arbitrator starting with the fourth appeal to arbitration.
- C. The Authority shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- D. 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.

#### **Section 5. Intra-Departmental Transfers**

- A. The Authority shall maintain a fair and equitable intra-departmental transfer system that gives consideration to the following factors:
  - Employee request
  - Employee qualifications for specialized assignments
  - Seniority
  - Departmental needs

**Section 6. Shift Exchange Policy**

- A. Time exchanges may be voluntarily undertaken between two (2) employees upon approval of the employees' immediate supervisors and Battalion Chief prior to such exchange.
- 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 7. Seniority**

- A. Except as provided in Section 7.C., of this Article, the provisions of this Section shall not be used for any purpose or be applicable to any other provision of this Agreement.
- B. Except for employees transitioning pursuant to Section 7.F., of this Article, seniority shall mean continuous full-time equivalent service as a regular employee with the Orange County Fire Department and/or the Authority, which has not been interrupted by resignation, discharge, or retirement. For employees transitioning pursuant to Section 7.F., of this Article, seniority shall mean continuous employment with the transitioning fire service agency in a full-time, regular position, which has not been interrupted by resignation, discharge, or retirement and for which the employee has accrued public safety retirement system credit exclusive of any credit for overtime. Suspensions and unpaid leaves of absence shall not be considered a break in service.
- C. Unless otherwise provided, all regular full-time employees who have successfully completed new probation shall be placed on a seniority list. Seniority for employees hired on the same date will be determined by their ranking in their Academy class at the end of probation, and ties will be broken by lottery. If a tie occurs between a date a new employee is hired into an Academy and a date an employee is reemployed after a break in Authority service, the reemployed employee will be placed on the list ahead of the Academy employee(s). This seniority list shall be used for the sole purposes of:
  - 1. Transfers, as provided in Section 5., of this Article; vacation scheduling, as provided in Article V, Section 14.D.5., of this Article; scheduled backfill, as provided by Authority procedures; and/or for all employees who transition pursuant to Section 7.F., of this Article.
- D. Seniority credit shall be calculated as follows:
  - 1. Two thousand nine hundred twelve (2,912) hours credit shall be given for each continuous year of service with the Orange County Fire Department and/or the Authority. Credit hours totaling seven and ninety-eight hundredths (7.98) hours shall be given for each calendar day of service

for any partial year of continuous service with the Orange County Fire Department and/or the Authority. This credit shall apply to seniority as used in this Section and represents a conversion from an eighty (80) hour work period to a one hundred and twelve (112) hour work period.

E. Former California Department of Forestry employees who became employees of the Orange County Fire Department on or before July 1, 1980, shall receive seniority credit pursuant to Section 7.D., of this Article, for all continuous regular full-time service with the California Department of Forestry.

F. Except as provided in Section 7.F.1., of this Article, employees—who became employees of the Authority as the result of the Authority taking over responsibility for the provision of fire services for their former employer—shall receive seniority credit pursuant to Section 7.B. and 7.D., of this Article, for all eligible continuous regular full-time service with their former public fire service.

1. Pursuant to Section 7.B., 7.D., and 7.F., of this Article, seniority credit shall be granted to the most senior transitioning employees up to the number of positions created within the Firefighter Unit, as the result of responsibility for the provision of fire services being taken over by the Authority. Transitioning employees in excess of this number shall be placed on the seniority list in descending order of service hours. As former employees from the transitioning cities retire or otherwise separate from Authority service, the next most senior of the excess personnel shall be granted seniority credit for his/her continuous service with the transitioning city.

G. An updated seniority list will be distributed (1) annually in November and (2) as soon as possible following the transition of a new agency to the Authority.

1. If this updated list, which is necessitated by the transition of a new agency, is not finalized and distributed at the transition, the Authority shall meet with representatives of the Association to resolve the issue.

H. An updated seniority list will be created upon each employee's separation. prepared as soon as possible whenever an employee's placement on the seniority list is changed pursuant to an agreement between the parties or as a result of a grievance resolution under Article IX or disciplinary appeal resolution under Article VIII.

~~I. An updated seniority list will be prepared as soon as possible whenever an employee's placement on the seniority list changes pursuant to Section 7.F.1., of this Article, or whenever additional employees are added to the seniority list.~~

J.I. The Authority and the Association agree that positions created as a result of new agency membership in the Authority will be available to all employees in the corresponding classification(s) based upon their seniority, as provided in Section 7, of this Article.

~~K.J.~~ The number of new positions created in the Firefighter Unit (suppression and staff) will be determined by agreement with the new contract agency, depending upon the level of service for which they have contracted. The number of employees by classification to be transitioned to the Authority will be determined by the number of newly created positions in each class. The new contract agency is responsible for identifying personnel who will transition in each classification, up to the number of positions created. Contract agency employees in excess of the number of positions that are created in each classification within the Firefighter Unit by the transitions, at the discretion of the Authority, may be offered employment. Any such offers would be at the rank of Firefighter. Unless otherwise set forth in this Agreement, employees transitioning to the Authority as a result of such new agency membership shall be entitled to no preferential rights.

**Section 8. Contents of Personnel File**

- A. Adverse statements prepared by the Authority shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his/her official personnel file at reasonable intervals.
- C. An employee shall have the right to inspect and review the contents of his/her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his/her suspension or discharge from Authority service.
- D. Letters of reference and reports regarding criminal investigations concerning the employee shall be excluded from the provisions of Section 8.B. and 8.C., of this Article.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his/her official personnel file. Such reply will become a permanent part of such employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Human Resources Director and the employee concerned or by an order of an arbitrator, court, or impartial hearing officer unless the particular item is otherwise required by law to be kept.

## ARTICLE IV

### EMPLOYMENT PROVISIONS

#### **Section 1. Temporary Promotion**

- A. A regular, probationary, or limited-term shift employee who is assigned on a temporary basis to a higher level vacant regular or limited-term shift position may be promoted on a temporary basis to that class, provided he/she meets the qualifications of the position, when such employee has been assigned to the higher class for two hundred twenty-four (224) 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 his/her 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 two hundred twenty-four (224) hour requirement when it is necessary to utilize a regular or limited-term shift employee in a higher level vacant regular or limited-term shift position for a period that is expected to be at least two hundred twenty-four (224) consecutive regularly scheduled hours but less than one (1) year.
- C. Except as provided in Article III, Section 3.B.4., 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 step status and merit increase eligibility date he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his/her 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, 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. All limited-term employees who transfer to permanent funded positions shall 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, promotion, or reduction.

**Section 3. Reemployment of Employees on Disability Retirement**

- A. The Authority will counsel and advise employees retired for physical 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 qualify for positions in the Authority service shall be placed on the ~~AUTHORITY-PREFERRED-ELIGIBLE LIST~~ eligibility list with respect to such positions. They will be placed on such List in chronological order of retirement, following the last person on layoff status. They will 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) work days to offers of employment in a class for which he/she is 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/she is qualified shall be removed from the List.

**Section 4. Reemployment of Regular Employee**

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

**Section 5. Reduction Within the Firefighter Unit**

- A. Nothing within this Agreement shall allow a reduction to or reinstatement in the position of Fire Apparatus Engineer, unless the employee previously held the position.

**Section 6. Non-Discrimination Clause**

- A. The Authority and the Association agree that neither of them shall discriminate against any employee because of race; color; sex; age; national origin; political or religious opinion or affiliations as well as other 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. Transition of Employment**

The following are provisions regarding the transition of employees from other public fire service agencies that previously provided fire services within Orange County to employment with the Authority:

A. Continuous employment with a transitioning fire service agency shall mean employment with the transitioning fire service agency in a full time, regular position, which has not been interrupted by resignation, discharge, or retirement, and for which the employee has accrued public safety retirement system credit, exclusive of any credit for overtime. Suspensions and unpaid leaves of absence for up to a two (2) year period shall not be considered a break in service, nor shall such suspensions and leaves of absence be credited toward continuous employment.

B. All employees transitioning to Authority employment into positions covered by the this Agreement as the result of OCFA taking over the responsibility for the provision of fire services for their former employer shall receive full credit for their continuous employment with the public fire service agency from which they are transitioning for the purposes of determining sick leave accrual rates, vacation accrual rates, and meeting minimum requirements for promotional opportunities.

C. Transitions into positions will be as follows:

1. The most senior employees transitioning to Authority employment into positions covered by this Agreement equal in number to the number of OCFA positions created as the result of OCFA taking over the responsibility for the provision of fire services for their former employer shall receive full credit for their continuous employment with the public fire service agency from which they are transitioning. Such credit is for the purposes of determining eligibility for all seniority based rights held by employees covered by this Agreement, with the following exceptions:

A.a. Rights for any transitioning employee serving new probation at the time of transition to use their continuous employment with the transitioning public fire service agency to qualify toward the completion of new probation with the Authority in accordance with Article III, Section 3.A.1. of this Agreement.

a.b. The remaining employees transitioning to Authority employment into positions covered by this Agreement shall receive full credit for their continuous employment with the public service agency from which they are transitioning, one by one, as specified under subparagraph 3.A., when a more senior employee who transitioned from the same fire service agency and has received seniority credit pursuant to subparagraph 3.A., above, leaves employment with the OCFA. The employee with the greatest amount of continuous employment with the same transitioning fire

service agency from which they transitioned shall have first rights to the benefits provided by this subparagraph.

**ARTICLE V**

**LEAVE PROVISIONS**

**Section 1. Sick Leave**

- A. Accumulation of Sick Leave—will be in accordance with the following schedule:

**Staff employees regularly assigned to a forty (40) hour workweek**

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
6,240.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid. Effective November 14, 2014, the sick leave accrual rate is increased to 0.04963

**Shift employees regularly assigned to a fifty-six (56) hour average duty week**

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 8,736.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
8,736.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid. Effective November 14, 2014, the sick leave accrual rate is increased to 0.04963

- B. 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.

- C. Permitted Uses of Sick Leave

1. Sick Leave may be applied to:

- a. Absence necessitated by 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. 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.

c. Absence when the employee's presence is needed to attend to the serious illness of a 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 employees 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 ~~five tenths~~one-half (0.5) of his/her annual Sick Leave accrual rate in any one instance. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandchild grandparent, or legal ward.

2. Illness while on paid vacation will 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 ~~of the employee was of a nature that would~~ precluded the effective use of vacation and would prevent the employee from performing his/her normal duties.

b. The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation whichever is sooner, to request that his/her 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 ~~nature of the medical condition and 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. Prohibited Uses of Sick Leave

1. Sick Leave shall not be applied to absences caused by illness or injury to a member of the employee's family except as provided in Section 1.C.1-~~d.~~, of this Article.

2. For forty (40) hour workweek employees, Sick Leave shall not be applied to absences that occur on an Authority observed holiday.

E. 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, a medical condition, 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. 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</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. Notwithstanding the provisions of Section 1.E.3.a., of this Article, an employee hired prior to July 15, 1977, who as of the date of request is eligible for Tier I paid retirement and who has given irrevocable written notice of his/her intent to retire within thirty (30) calendar days, may request that a payoff of his/her accumulated Sick Leave be made to his/her deferred compensation account with the Authority to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of Section 1.E.3.a., of this Article. Such payoff shall be made prior to the effective date of the employee's retirement.~~

~~4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by Section 1.E.3., of this Article.~~

F. Sick Leave for Transitioning Employees

1. When presenting another agency a proposal for fire protection services, the Authority may offer the agency the opportunity to purchase up to fifty-six (56) hours of Sick Leave credit for each employee transitioning to the Authority assigned to a fifty-six (56) hour average duty week and forty (40) hours of Sick Leave credit for each employee assigned to a forty (40) hour workweek.

**Section 2. California Department of Forestry Sick Leave Balances**

- A. A former State employee with a Sick Leave balance transferred from the State shall have such balance maintained separately from his/her Authority Sick Leave balance. The State Sick Leave balance shall not be utilized except where the Authority Sick Leave balance is exhausted.

**Section 3. Bereavement Leave**

- A. Upon request, regular, limited-term, or probationary 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 to arrange for or attend a funeral of~~ a member of their immediate family; employees assigned to a fifty-six (56) hour average duty week shall receive up to three (3) consecutive 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, or legal guardian.

**Section 4. Authorized Leave Without Pay**

A. Authority Leave

1. Upon request, a regular, limited-term, or probationary employee may be granted an Authority Leave Without Pay for a period 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 4.B.4~~3~~, 4.B.5., and Section 10.A., of this Article. 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

1. Upon request, ~~an regular, limited term, or probationary~~ 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 Section 4.B.2. and 4.B.3., of this Article. Such Leave may be taken only after an employee's completion of an Authority Leave request provided that granting of a Leave shall not be a prerequisite to a request for Official Leave. The Fire Chief may require that all or a portion of compensatory time (previously earned) and vacation be used prior to granting such Leave.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Fire Chief, except that requests for Official Leave, which qualify as Family Leave pursuant to applicable law, shall be granted to the extent required by such law. If the Fire Chief denies the extension of such Leave, Section 4. and Section 5., of this Article, shall not apply.
3. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Section 12., of this Article, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Authority Leave request and after all accumulated compensatory time and vacation accruals have been applied toward payment of the absence. In addition, where appropriate under the provisions of Section 1.B., of this Article, the employee may be required to apply all Sick Leave accruals toward payment of the absence before an Official Leave will be authorized.
4. An employee shall give notice two (2) weeks prior to the date he/she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required 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 the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.
5. The Department Head/Assistant Chief shall indicate on the request for Leave of Absence his/her 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 him/her. If the Human Resources Director approves the request, he/she shall deliver a copy to the Financial Services Manager, the Department Head/Assistant Chief, and the employee.
6. If the Human Resources Director modifies or does not approve a request for Official Leave, the employee and/or the Department Head/Assistant Chief may, within fifteen (15) calendar days of said action, file a request with the Human Resources Director for review by the Board. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave to the Board for final determination. The employee and the Department Head/Assistant Chief shall notify the Human Resources Director whether he/she will submit his/her position in a written statement or wishes to appear before the Board. The Human Resources Director may present his/her position in the same manner as the employee presents his/her position. The Board, at its discretion, may designate a representative(s) to decide such appeals. The decision on such appeals shall be final.
7. An Official Leave shall not be deemed a break in Authority service.

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the 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. A request for Leave of Absence Without Pay shall normally be initiated by the employee. It may be initiated by the employee's Battalion Chief or Section Manager only where the employee is unable to initiate such action, except in cases where the provisions of Section 10.A., of this Article, apply.

**Section 5. Official Leave for Non-Occupational Disability**

A. ~~An regular, limited term, or probationary~~ employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth, provided the employee meets the following conditions:

1. A ~~medical~~ statement covering ~~diagnosis, prognosis,~~ expected date of return, and period of disability shall be submitted with the Leave request.

2. Such Leave shall begin after all accrued Sick Leave, compensatory, and vacation time has been applied toward the absence.

~~3. Unless otherwise required by law, the shift employee has been paid for eight thousand seven hundred thirty six (8,736) regularly scheduled hours or more. The staff employee has been paid for six thousand two hundred forty (6,240) regularly scheduled hours or more.~~

B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 4.B., of this Article.

~~C. An employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.~~

**Section 6. Absences Caused by Medical Conditions**

A. An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to medical condition, shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the Authority.

**Section 7. Jury Duty Leave**

~~A. An regular, limited term, or probationary~~ employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty, which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the Financial

Services Manager. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions in Article I. An employee who calls the court while at work and finds out that he/she 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 in the morning. If the employee is scheduled to be on duty on the day he/she is on jury duty, whether he/she must return to his/her shift after the jury service will be determined on a case-by-case basis.

#### **Section 8. Witness Leave**

- A. An ~~regular, limited term, or probationary~~ 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 who the Fire authority did not assume fire protection duties from, shall be compensated at his/her regular rate of pay 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 9. Absence Without Authorization**

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days for staff employees or two (2) consecutive duty shifts for shift employees, shall be considered an automatic resignation from Authority employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, he/she may request specific authorization from the Fire Chief prior to the expiration of the time limit specified in Section 9.A., of this Article.
- C. When an employee has been absent without authorization and the Authority plans to invoke the provisions of Section 9.A., of this Article, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the Authority shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
1. A statement of the Authority's intention to accept and enter the employee's automatic resignation and its effective date
  2. A statement of the reasons for considering the employee to have automatically resigned

3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action
  4. A statement of the employee's right to representation
  5. A copy of the automatic resignation provisions, which apply to the employee
  6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation
- D. An automatic resignation shall not be accepted and entered if the employee: (1) responds to the notice before the effective date; (2) provides an explanation satisfactory to the Authority as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized leave and submits any pertinent documentation to substantiate such reasons; and (3) is found by the Authority to be ready, able, and willing to resume the full duties of his/her position.
- E. An employee who is permitted to continue his/her employment pursuant to Section 9.C. and/or 9.D., of this Article, shall not be paid for the period of his/her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Authority determines it is appropriate to use Sick Leave, compensatory time, vacation, or other paid Leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the Authority may rescind an automatic resignation.
- G. Automatic resignations shall not be considered a discharge under the provisions of Article VIII, DISCIPLINARY AND PRE DISCIPLINARY ACTIONS.

**Section 10. Workers' Compensation Leave**

- A. When an injury is determined to be job-related in accordance with Article XI, ON-THE-JOB INJURIES, WORKERS' COMPENSATION, a regular, limited-term, or probationary employee shall be placed on Workers' Compensation Leave upon exhaustion of 4850 benefits.
- B. Workers' Compensation Leave shall continue until the employee does one (1) of the following:
1. Is determined to be physically able to return to work by an Authority-designated physician
  2. Is determined to be physically able to return to work with medical restrictions, which the Authority can accept
  3. Accepts employment outside the Authority

4. Accepts employment in another Authority position
5. Has 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 Workers' Compensation Leave pursuant to this provision, shall be considered to have automatically resigned his/her employment with the Authority under the provisions of Section 9., of this Article.

- 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 treated as if the employee were on Official Leave.

#### **Section 11. 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. Such employee has completed new 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. Sick Leave must be applied toward any portion of the absence, which qualifies under Section 1.C.1., of this Article, provided the employee has furnished the Authority with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-occupational Disability Leave for the term of disability, as provided in Section 5, of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.

- F. 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.

## **Section 12. Family Leave**

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

### ~~A. General Provisions~~

~~1. Family Leave shall be granted to the extent required by law for the following situations:~~

~~a. An employee's serious health condition as provided in Section 5., of this Article~~

~~b. The birth of a child or placement of a child for adoption or foster care as provided in Section 11., of this Article~~

~~c. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent, or a child of an employee standing in "loco parentis" who is either under eighteen (18) years old or an adult dependent child incapable of self care because of mental or physical disability~~

~~2. Employees must request and identify their need for Family Leave. When an employee requests Family Leave, he/she shall have the choice of using his/her accrued leave balances for the purpose of continuing salary and benefits while on Family Leave, or the employee may choose to take Leave Without Pay. Requests for Family Leave may also fall under the provisions of Sections 4., 5., and 11., of this Article.~~

~~3. The Authority shall determine if a request for Family Leave is valid within the parameters of applicable law.~~

~~4. When a request for Family Leave is approved and the employee has elected to use accrued leave hours, the employee shall determine in what order he/she wishes to apply such time. The use of Sick Leave shall be restricted to those circumstances qualifying under the provisions of Section 1.C., of this Article.~~

### ~~B. Notification Requirements~~

~~1. If the Family Leave is foreseeable, the employee must provide the Authority with thirty (30) calendar days' notice of his/her intent to take Family Leave.~~

~~2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible.~~

~~In no case shall the employee provide notice later than five (5) calendar days after he/she learns of the need for Family Leave.~~

- ~~3. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, or spouse, the employee shall to the extent practicable schedule treatment and/or care in a way that minimizes disruption to Authority operations.~~

#### ~~C. Verification~~

- ~~1. The Authority may require certification from the health care provider, which states (1) the date on which the condition commenced, (2) the probable duration of the condition, (3) an estimate of time that the employee needs to be off, and (4) the employee cannot perform his/her duties because of condition (if leave is for own serious health condition) or that care is needed (if leave is for child, spouse, or parent).~~
- ~~2. The Authority may require a medical statement covering diagnosis, prognosis, and expected date of return.~~
- ~~3. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.~~

#### ~~D. General Provisions~~

- ~~1. Family Leave shall be granted to the extent required by law for the following situations:
  - ~~d. An employee's serious health condition as provided in Section 5., of this Article~~
  - ~~e. The birth of a child or placement of a child for adoption or foster care as provided in Section 11., of this Article~~
  - ~~f. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent, or a child of an employee standing in "loco parentis" who is either under eighteen (18) years old or an adult dependent child incapable of self care because of mental or physical disability~~~~
- ~~2. Employees must request and identify their need for Family Leave. When an employee requests Family Leave, he/she shall have the choice of using his/her accrued leave balances for the purpose of continuing salary and benefits while on Family Leave, or the employee may choose to take Leave Without Pay. Requests for Family Leave may also fall under the provisions of Sections 4., 5., and 11., of this Article.~~
- ~~3. The Authority shall determine if a request for Family Leave is valid within the parameters of applicable law.~~
- ~~4. When a request for Family Leave is approved and the employee has elected to use accrued leave hours, the employee shall determine in what~~

~~order he/she wishes to apply such time. The use of Sick Leave shall be restricted to those circumstances qualifying under the provisions of Section 1.C., of this Article.~~

#### ~~E. Notification Requirements~~

- ~~1. If the Family Leave is foreseeable, the employee must provide the Authority with thirty (30) calendar days' notice of his/her intent to take Family Leave.~~
- ~~2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he/she learns of the need for Family Leave.~~
- ~~3. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, or spouse, the employee shall to the extent practicable schedule treatment and/or care in a way that minimizes disruption to Authority operations.~~

#### ~~F. Verification~~

- ~~1. The Authority may require certification from the health care provider, which states (1) the date on which the condition commenced, (2) the probable duration of the condition, (3) an estimate of time that the employee needs to be off, and (4) the employee cannot perform his/her duties because of condition (if leave is for own serious health condition) or that care is needed (if leave is for child, spouse, or parent).~~
- ~~2. The Authority may require a medical statement covering diagnosis, prognosis, and expected date of return.~~
- ~~3. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.~~

### **Section 13. Catastrophic Leave**

A. Eligibility for Donations—To receive Catastrophic Leave Donations, an employee or his/her immediate family member (immediate family member is defined as father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, registered domestic partner or legal guardian) must:

1. Have a catastrophic medical condition requiring 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 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 his/her immediate family. It must include ~~a brief statement of the nature of the illness or injury and~~ 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 ~~s~~Sick ~~L~~Leave may request an additional donation period subject to the provisions of Section 13.A.2., 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 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, but 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.

~~6. Employees wishing to donate time to the eligible employee must provide the following:~~

~~a. The donating employee's name, OCFA Employee Number, and department name~~

~~b. The number of hours of vacation/compensatory time he/she wishes to donate within the limitations of Section 13.C.5., of this Article~~

~~c. The name, department, and class title of the eligible employee to whom the time is being donated~~

~~d. A statement from the donating employee indicating he/she understands the donation of time is irrevocable~~

~~e. The donating employee's signature authorizing the transfer of the donated time to the eligible employee~~

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 ~~Divisionial Services Section~~ shall verify the hourly salary of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.

8. The Finance ~~Divisionial Services Section~~ 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 will first be added to the recipient's accrued vacation, to the maximum permitted under Section 14.C., of this Article. The balance of the donated converted hours will then be added to the recipient's Sick Leave account. These donated vacation and Sick Leave hours will 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 receives a Catastrophic Leave donation will be treated as if on an Official Leave of Absence for purposes of probation and merit increase eligibility.

## Section 14. Vacation

### A. Accumulation of Vacation

1. Accumulation of vacation will be in accordance with the following schedule:

**Staff employees regularly assigned to a forty (40) hour workweek**

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
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1 year	2,080.00 regularly scheduled hours	80 hours total
After 1 year but less than 3 years	2,080.01 through 6,240.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid
After 3 years but less than 10 years	6,240.01 through 20,800.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid
After 10 years	20,800.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid

**Shift employees regularly assigned to a fifty-six (56) hour average duty week**

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 year	2,912.00 regularly scheduled hours	112 hours total
After 1 year but less than 3 years	2,912.01 through 8,736.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid
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
After 10 years	29,120.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid

**B. Vacation Credit**

1. 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 Credit**

1. For full-time staff employees working a forty (40) hour workweek, maximum accruals at any one (1) time with less than ten (10) years of full-time continuous service shall be two hundred forty (240) hours ~~or a prorated amount equal to six (6) weeks of vacation for part-time employees.~~ The maximum allowable vacation credit at any one (1) time for a full-time staff employee with ten (10) or more years of full-time continuous service shall be three hundred twenty (320) hours ~~and a~~

~~prorated amount equal to eight (8) weeks of vacation for part-time employees.~~

2. For full-time shift employees 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 three hundred thirty-six (336) hours ~~or a prorated amount equal to six (6) weeks of vacation for part-time employees.~~ 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 four hundred forty-eight (448) hours ~~and a prorated amount equal to eight (8) weeks of vacation for part-time employees.~~

#### D. General Provisions

1. Not more than eighty (80) hours for staff employees assigned to a forty (40) hour workweek or one hundred twelve (112) hours for shift employees assigned to a fifty-six (56) hour average duty week of paid time may be credited toward accumulation of vacation credit in any pay period.
2. An Official Leave of Absence shall cause the aforementioned ten (10) years of full-time Authority service to be postponed a number of calendar days equal to the Official Leave.
3. Additional vacation earned during the period of vacation may be taken consecutively with the approval of the Fire Chief.
4. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
5. 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.
6. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article V, Section 1.C.52.
7. No employee shall be required to return to work for the Authority in any capacity during the time of his/her paid vacation from the Authority service, except in cases of emergency.
8. 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 his/her vacation or to be paid for his/her vacation in a lump sum payment.
9. During each fiscal year, an employee may request to be paid for accrued vacation 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. An employee who is within fifteen (15) hours for staff employees and twenty-one (21) hours for shift employees of the applicable maximum allowable vacation credit set forth in Section 14.C., of this Article, may request to be paid for one (1) additional increment of up to one hundred twelve (112) hours for shift employees or eighty (80) hours for staff employees in each fiscal year. For purposes of this payout, it must occur in a full pay period starting on or after July 1<sup>st</sup> of the current fiscal year requested and paid out prior to the full pay period ending June 30<sup>th</sup>.

E. Vacation Time for Transitioning Employees

1. 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
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

#### **Section 2. Shift Employees (Fifty-Six [56] Hour Average Duty Week)**

A. Holiday Compensation

1. For each holiday listed in Section 1.A., of this Article, a shift employee shall receive eleven and two-tenths (11.2) hours of holiday pay. Of the eleven and two-tenths (11.2) hours of holiday pay, the employee will receive ten and ~~five-tenths~~one-half (10.5) hours of holiday pay and seven-tenths (0.7) hours of holiday pay will be designated to a Union Time Bank for Union release time in accordance with Article XXX, Section 2.

2. Employees will be paid in the pay period the holiday occurs.

3. Full-time employees who are on a pay status during the pay period, which includes March 1 of each fiscal year during the term of this ~~MOU~~Memorandum of Understanding, shall be paid two and eight-tenths (2.8) hours of spring holiday time at the end of the pay period which 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 paid one and four-tenths (1.4) hours of pay.~~

B. Eligibility for Holiday Pay

1. 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.

2. A new employee whose first working day is the day after a holiday shall not be paid for the holiday.
3. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.
4. 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.
5. Only regular, limited-term, and probationary employees shall be eligible for holiday pay.

### **Section 3. Staff Employees (Forty [40] Hour Workweek)**

#### **A. Holiday Compensation**

1. For each holiday listed in Section 1.A., of this Article, each full-time employee scheduled to work—but permitted to take the day off—shall receive (a) seven and ~~five-tenths~~one-half (7.5) hours pay computed at the employee's hourly base rate and (b) ~~five-tenths~~one-half (0.5) hours of such holiday time will be designated to an Union Time Bank for Union release time in accordance with Article XXX, Section 2. ~~A part-time employee scheduled to work—but permitted to take the day off—shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of eight (8) hours of holiday pay.~~
2. When a holiday listed in Section 1.A., of this Article, falls on the employee's regular scheduled day off, the employee shall receive (a) seven and ~~five-tenths~~one-half (7.5) hours of holiday pay computed at the employee's hourly base rate and (b) ~~five-tenths~~one-half (0.5) hours of such holiday time will be designated to an Union Time Bank for Union release time in accordance with Article XXX, Section 2.
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 will be paid ~~in~~ the pay period the holiday occurs.
6. Full-time employees who are on a pay status during the pay period, which includes March 1 of each fiscal year during the term of this ~~MOU~~Memorandum of Understanding, shall be paid for two (2) hours of spring holiday time at the end of the pay period which 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 paid one (1) hour of pay.~~

## B. Eligibility for Holiday Pay

1. 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.
2. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
3. An employee who elects paid Authority retirement and separates on a holiday shall be paid for the holiday.
- ~~4. 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.~~
- ~~5.4.~~ Only regular, limited-term, and probationary employees shall be eligible for holiday pay.

## C. Compensation for Work on Holidays

1. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall, in addition to his/her regular pay, receive holiday pay for each hour worked to a maximum of eight (8) hours at his/her hourly base rate. Work performed on a holiday, which is overtime as defined in Article I, Section 1., shall be compensated as provided in Article I, Section 4. DC.
2. Holidays that occur 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 authorized by the Fire Chief to use a private automobile in the performance of his/her duties shall be paid for each mile driven in the performance of his/her 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 required by the Authority to furnish a privately-owned vehicle for the performance of his/her duties on Authority time shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars.

#### **Section 2. Personal Property Reimbursement**

- A. Employees shall, in proper cases, 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 value, 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 provisions addressing tuition reimbursement set forth in the OCFA Personnel and Salary Resolution at Part 1, Article III shall apply, with the exception of the maximum reimbursement amounts. Effective November 1, 2014 the maximum reimbursement an employee can receive through the program for any one fiscal year is \$2,000.00.

## ARTICLE VIII

### **DISCIPLINARY AND PREDISCIPLINARY ACTIONS**

#### **Section 1. Written Reprimand, Denial of Merit Increase, Reduction in Salary or Transfer for Purpose of Punishment**

- A. No regular, limited-term regular or promotional probationary employee shall receive a written reprimand or denial of merit increase or reduction in salary except for reasonable cause.
- B. A written reprimand, denial of merit increase, reduction in salary, or transfer for purpose of punishment may be appealed through this appeal procedure. Such appeal shall be initiated at Step 1 of this procedure.

#### **Section 2. Disciplinary Hearing for Suspension, Reduction, or Discharge**

- A. In (a) suspending a regular, limited-term regular, or promotional probationary employee for more than forty (40) regularly scheduled hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts (if assigned to a fifty-six [56] hour average duty week) or (b) reducing a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability or (c) discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, 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
- B. In suspending a regular, limited-term regular, or promotional probationary employee for forty (40) regularly scheduled hours or less (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts or less (if assigned to a fifty-six [56] hour average duty week), the above notice requirements shall be complied with—if practicable—prior to the effective date of the suspension and, in any event, not more than fourteen (14) calendar days after the effective date of the suspension.

- C. Prior to the effective date of such suspension of more than forty (40) regularly scheduled hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts (if assigned to a fifty-six [56] hour average duty week) or reduction or discharge, an employee will be given an opportunity to respond—either orally or in writing at the employee's option—to a designated Authority representative, who has the authority to make an effective recommendation on the proposed disciplinary action.
- D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- E. An employee may represent himself/herself or may be represented by Local 3631 in the disciplinary process.
- F. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed discharge on or prior to the effective date of such action.
- G. An employee and his/her representative shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action.
- H. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Section 3., of this Article.

**Section 3. Right of Appeal**

- A. Suspension
  - 1. No regular, limited-term regular or promotional probationary employee shall be suspended except for reasonable cause.
  - 2. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
  - 3. An appeal of suspension will be initiated in accordance with Section 5., of this Article.
- B. Reduction
  - 1. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.
  - 2. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
  - 3. An appeal of reduction to a position in a lower class will be initiated in accordance with Section 5, of this Article.

- C. Discharge
  - 1. No regular or limited-term regular employee shall be discharged except for reasonable cause.
  - 2. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
  - 3. An appeal of discharge will be initiated in accordance with Section 5., of this Article.
- D. Failure of the employee to comply with the time limits set forth in this Article shall signify that the employee has waived his/her right to further process the appeal, and the disciplinary action will stand as intended/administered. Failure by the Authority representative to timely respond under this Article shall permit the employee to progress the appeal to the next step.
- E. The time limits for appeals, set forth in this Article, may be extended by mutual agreement between the Authority representative and employee or his/her representative.

**Section 4. Polygraph Examination**

- A. No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating 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 judicial or administrative proceeding of any kind.
- B. For the purpose of this section, "polygraph" shall mean a lie detector, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

**Section 5. Appeal Procedure**

- A. All Step 1 and Step 2 appeals must be submitted to the Human Resources Director or the employee's Battalion Chief within the time limits outlined in this Article. If the appeal is submitted to the employee's Battalion Chief, a copy will be forwarded to the Human Resources Director. Submission of the appeal may be via mail, hand delivery, email or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. Any suspension, reduction, or discharge imposed by the Fire Chief may be submitted directly to arbitration in accordance with Section 6., of this Article. Any notification of intent to discharge or probationary release, where the employee is alleging

unlawful discrimination, may be submitted directly to Step 2 of this procedure. To facilitate submittal of appeals, Local 3631 shall have the right to submit an appeal in the name of the employee at the employee's request.

## 1. STEP 1

- a. Written Reprimand, or Merit Increase Denial - Battalion Chief, Section Manager, Division Manager, or Division Chief (12/02/10)

Upon receipt of a written reprimand, or denial of a merit increase, an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director or Battalion Chief for a meeting to address the matter. The Human Resources Director will schedule a meeting with the appropriate Battalion Chief, Section Manager, or Division Chief to hear the employee's presentation. After hearing the employee's presentation, the Battalion Chief, Section Manager, or Division Chief will issue a written determination within fourteen (14) calendar days. (12/02/10)

- b. Suspension/Reduction, Reduction in Salary, or Transfer for Purpose of Punishment - Assistant Chief (12/02/10)

Upon receipt of a notice of intent involving suspension or reduction, reduction in salary, or transfer for purpose of punishment an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director or Battalion Chief for a meeting to address the charges in the notice. The Human Resources Director will schedule a meeting with the appropriate Assistant Chief to hear the employee's presentation. After hearing the employee's presentation, the Assistant Chief will issue a written determination relative to the intended action within fourteen (14) calendar days. (12/02/10)

## 2. STEP 2

- a. Written Reprimand, or Merit Increase Denial - Assistant Chief

If the employee does not agree with the outcome in Step 1, the employee may, within fourteen (14) calendar days of receipt of the Step 1 written determination, submit a written appeal to the Human Resources Director or Battalion Chief. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Assistant Chief will meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision will be provided to the appellant and his/her representative.

- b. Suspension/Reduction, Reduction in Salary or Transfer for Purpose of Punishment or Probationary Release Alleging Unlawful Discrimination or Discharge—Fire Chief or Deputy Fire Chief

Suspension/Reduction—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 Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal, the Fire Chief or, if designated, the Deputy Fire Chief will meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision will be provided to the appellant and his/her representative.

Probationary Release Alleging Discrimination or Discharge—If the employee receives a notice of intent to discharge or is alleging his/her probationary release is due to unlawful discrimination, the employee may begin his/her appeal process at Step 2 by submitting a written appeal to the Human Resources Director within fourteen (14) calendar days of receipt of such written notification. Within fourteen (14) calendar days of receipt of the appeal, the Fire Chief or, if designated, the Deputy Fire Chief will meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision will be provided to the appellant and his/her representative.

## **Section 6. Referrals to Arbitration**

- A. If the suspension, reduction, or discharge is imposed by the Fire Chief, the employee may submit the matter directly to arbitration in accordance with Section 6., of this Article.
- B. If the employee does not agree with the outcome at Step 2 regarding a suspension, reduction, or discharge, the employee may appeal the matter to arbitration by submitting the appeal to the Human Resources Director within fourteen (14) calendar days from the date of receipt of such Step 2 decision. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the appeal.
- C. All disciplinary appeals shall be signed by the appellant or his/her representative of the Association and shall be submitted in writing.
- D. 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 the disciplinary action was taken for reasonable cause, he/she shall then determine if the disciplinary action imposed on the employee was appropriate. The arbitrator shall have the right, and the responsibility, to modify the discipline if, in his/her opinion, it is not appropriate.
    - b. Suspension/Reduction

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 6.E., of this Article.

c. Discharges

- If the arbitrator finds the order of discharge should be modified, the appellant shall be restored to a position in his/her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator and consistent with Section 6.E., of this Article.
- If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated in a position in his/her former class and shall receive pay and fringe benefits for all of the period of time he/she was removed from duty and consistent with Section 6.E., of this Article.

d. Reduction in Salary

If the arbitrator finds that the reduction in salary was not appropriate, he/she shall determine the appropriate remedy.

e. Transfer for Punishment

If the Arbitrator finds the transfer was not appropriate, he/she shall determine the appropriate remedy.

E. Restriction on Remedies

1. 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.

F. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in appeals filed pursuant to Article VIII shall be as follows and shall be submitted consistent with Section 6., of this Article:
  - a. Was the probationary release of (employee's name) in whole or in part the result of unlawful discrimination?
  - b. If so, what shall the remedy be under the provision of Section 6.F.2.b and Section 6.F.2.c, Findings of Facts and Remedies, of this Article.
2. Findings of Facts and Remedies
  - a. In the event the arbitrator finds no unlawful discrimination, the appeal shall be denied and the issue of remedy becomes moot.

- b. In the event the arbitrator finds unlawful discrimination but also finds such discrimination was not a substantial cause of the employee's probationary release, the appeal shall be denied, and the issue of remedy becomes moot.
- c. In the event the arbitrator finds unlawful discrimination and also finds such discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
  - The probationary release may be sustained.
  - The employee may be reinstated in a position in his/her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
  - The employee may be reinstated in a position in his/her former class with full back pay and benefits for all the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

## **Section 7. General Provisions**

- A. If the appeal is decided by an arbitrator, the appellant and his/her representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedure.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party, except when the appealing party solely alleges unlawful discrimination. In which case, the Authority shall bear the full cost. When the appeal involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.
- C. Appeal hearings by an arbitrator shall be private.
- D. Arbitration appeal hearings for suspensions of less than forty (40) hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts (if assigned to a fifty-six [56] hour average duty week) shall be limited to one (1) day unless both parties agree a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the Fire Chief.
- E. 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, the American Arbitration Association, 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.

- F. 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.
- G. 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.
- H. At the hearing, both Local 3631 and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
  - 1. Oral evidence shall be taken only on oath or affirmation.
  - 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 on his/her own behalf, the employee may be called and examined as if under cross-examination.
- I. 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 which 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 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.
- J. 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.
- K. The decision of the arbitrator shall be final and binding on all parties.

L. The Firefighter Procedural Bill of Rights Act provides that administrative appeals shall be conducted in conformance with rules and procedures that are in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. The Authority and the Association agree that the General Provisions set forth in Section 7 are in accordance with said statutes.

## **Section 8. Investigative Interviews**

- A. Whenever any employee is questioned or interrogated by management concerning any matter, which could lead to discipline, the employee may request that a Union representative be present during the questioning or interrogation session.
- B. In the event the employee exercises such right, no questioning or interrogation shall proceed until such time as a Union representative is made available to attend such session.
- C. An employee suspected of criminal misconduct may be ordered to answer questions, notwithstanding the employee's constitutional rights, upon penalty of discipline provided the employee is advised that such answers may not be used in any criminal proceedings against the employee.
- D. For the purpose of this agreement, employees assigned the duties of Arson Investigation shall be deemed Peace Officers, and this agreement will neither diminish nor enhance rights granted under California Government Code 3300, if any exist.
- E. OCFA may have up to two (2) management representatives in attendance at any investigative interview.
- F. In addition to the employee represented, Local 3631 may have up to two (2) representatives in attendance (unless the employee represented is also a union representative, in which case two (2) other union representatives and a total of three (3) management representatives may attend).
- G. Each party shall designate one (1) lead representative unless otherwise agreed to.
- H. In extraordinary circumstances it may be desirable for either or both parties to have more than two (2) representatives. In such cases, additional representatives may attend upon mutual agreement.
- I. OCFA shall be responsible for release time for the employee represented and up to one (1) representative.
- J. OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore.
- K. The presence of attorneys for either party shall not count against the limitations herein.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### **Section 1. Scope of Grievances**

- A. A grievance may be filed if a management interpretation or application of the provisions of this ~~MOU~~Memorandum of Understanding adversely affects an employee's wages, hours, or conditions of employment. In addition, disputes involving performance evaluations rated "substandard" and Authority procedures that implement specific provisions of this ~~MOU~~Agreement in the areas of overtime, intra-departmental transfers, vacations, and shift exchanges may be processed through the grievance procedure.
- B. Specifically excluded from the Scope of Grievances are:
1. Subjects involving the amendment or change of Board of Directors resolutions, ordinances, and minute orders, which do not incorporate the provisions of this Memorandum of Understanding
  2. Matters which have other means of appeal including—but not limited to—matters which may be appealed through the Workers' Compensation Appeals Board
  3. Position classification
  4. Performance evaluations rated "standard" or above

#### **Section 2. Basic Rules**

- A. If an employee does not present a grievance or does not appeal the decision rendered regarding his/her 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 does not have the authority to resolve the grievance, he/she may refer it to the next step in the procedure. By mutual agreement of the Authority and Local 3631, 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 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. No claim shall be granted for retroactive adjustment of any grievance prior to ninety (90) calendar days from the date of filing the written grievance at Step 1.
- G. Local 3631 shall have the right to a representative present throughout the grievance process.
- H. 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 and arbitrate issues that solely affect the rights of the Association. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- 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 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.

C. OCFA may have up to four (4) management representatives in attendance. Local 3631 may have the grievant and up to three (3) grievance/appeal representatives in attendance, unless the grievant is also a grievance/appeal representative, in which case two (2) other grievance/appeal representatives and a total of three (3) management representatives may attend. Each party will designate one (1) spokesperson unless otherwise agreed to.

OCFA will be responsible for release time for the grievant and up to one (1) representative. OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore. The presence of attorneys for either party shall not count against the limitations herein.

**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 supervisor or other person with authority to resolve the matter, as prescribed herein.
  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, as prescribed herein, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., of this Article:
1. Before performing grievance work, the grievant or grievance representative shall obtain the permission of his/her supervisor and shall report back to the supervisor when the grievance work is completed.
  2. Neither the grievant nor the grievance representative shall interrupt or leave his/her job to perform grievance work unless his/her supervisor determines such interruption or absence will not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
  3. When an authorized grievance representative must go into another section or unit to investigate a grievance, the representative shall be permitted to do so provided both that:
    - a. The representative checks in and checks out with the supervisor of the unit
    - b. Such investigation does not unduly interfere with the work of the unit

**Section 6. Informal Discussion**

- A. If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

**Section 7. 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.

1. All Step 1 and Step 2 grievances must be submitted to the Human Resources Director, the employee's Battalion Chief, Section Manager, Division Manager, or Division Chief within the time limits outlined in this Article. If the grievance is submitted to the employee's Battalion Chief, Section Manager, Division Manager, or Division Chief, a copy will be forwarded to the Human Resources Director. Submission may be via mail, hand delivery, email or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. A grievance may be filed by an employee—or the Association in the name of the employee—at the employee's request.

2. STEP 1: Battalion Chief, Section Manager, Division Manager, or Division Chief

- a. If an employee has a grievance, the employee or the Association, on behalf of the employee, may formally submit a grievance to the Human Resources Director, Battalion Chief, Section Manager, Division Manager, or Division Chief within fourteen (14) calendar days from the occurrence that gave rise to the problem. A Step 1 grievance will be heard by a Battalion Chief, Section Manager, Division Manager, or Division Chief. In those cases where the Battalion Chief is the immediate supervisor and is the subject of the grievance, the Battalion Chief and Division Chief shall meet with the grievant within the time limit.
- b. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within fourteen (14) calendar days after receipt of the written grievance, the Battalion Chief, Section Manager, Division Manager, or Division Chief shall meet with the grievant.
- c. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The written decision at Step 1 shall be signed by the reviewing officer.

3. STEP 2: Fire Chief, Deputy Fire Chief, or Assistant Chief

- a. If the grievance is not settled under Step 1 and it concerns an alleged misinterpretation or misapplication of this Memorandum—of Understanding or a substandard performance evaluation, 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, the Fire Chief or, if designated, the Deputy Fire Chief or appropriate Assistant Chief shall meet with the grievant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and his/her representative. (12/02/10)

**Section 8. 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 will automatically suspend the normal processing of a grievance until the mediation process is completed. The Authority will respond to a request for mediation within fourteen (14) calendar days. The mediation process will be optional, and any opinion expressed by the mediator will be informal and will 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 9., of this Article.

B. An employee shall not suffer loss of pay for time spent as the grievant or as a representative witness at a mediation hearing held pursuant to this procedure. The number of representatives witnesses requested to attend shall not exceed two (2), unless additional representatives witnesses are mutually agreed upon by both parties. The scheduling of representatives witnesses shall be reasonable and scheduled in advance.

#### **Section 9. 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.
- B. The parties shall either sign a joint issue submission statement or execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

#### **Section 10. General Provisions**

- A. If the grievance is decided by an arbitrator, the grievant and his/her representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party except as noted in B.1. and B.2., of this section.
1. When the appealing party solely alleges discrimination—in which case, the Authority shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the arbitrator shall determine the proper division of costs.
  2. When the Association brings more than three (3) arbitrations for all unit members regarding substandard performance evaluations, the

Association shall bear the full cost of the arbitrator beginning with the fourth (4) arbitration.

- C. Grievance hearings by an arbitrator shall be private.
- 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 Public Employment Relations Board California—State Conciliation Service, the American Arbitration Association, or some other agreed upon source. Then, each party shall alternately strike one (1) name from the list until only one (1) name remains.
- E. 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.
- F. 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.
- G. At the hearing, both Local 3631 and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
1. Oral evidence shall be taken only on oath or affirmation.
  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 on his/her own behalf, the employee may be called and examined as if under cross-examination.
- H. 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 which 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 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.

- I. 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.
- J. The decision of the arbitrator shall be final and binding on all parties.

**ARTICLE X**

**LAYOFF PROCEDURE**

**Section 1. General Provisions**

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. Section 7., Reinstatement Lists, and Section 8., Status on Reinstatement, of this Article, shall not apply if the Authority has a written agreement with an employer, public or private, which 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.

**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 an order based on consideration of:
  - 1. Employment status
  - 2. Length of continuous service
- B. Layoffs shall be made by class within the Authority.
- C. Within a class, employees shall be subject to layoff in the following order:

**Employment Status**

**Layoff Order**

First - Temporary Promotion

Determined by Authority

Second - New Probationary

Determined by Authority

Third - Regular/Promotional

Determined by Authority

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the order of layoff for these employees shall be determined by a random drawing to be conducted by the Human Resources Director and observed by a representative of the Association.

- ~~D.~~ 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 former class and shall be subject to layoff in accordance with this procedure.

**Section 3. Computation of Layoff Points**

A. Layoff Points

1. The equivalent of each year of full-time continuous service shall earn two thousand and eighty (2,080) layoff points.
2. The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn 5.6986 hours credit.

**Section 4. 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 5., of this Article.
- C. The notice of layoff shall include (1) the reason for the layoff, (2) the proposed effective date of the layoff, (3) the employee's hire date, (4) the employee's layoff points, (5) the employee's rights under Sections 5. and 6., of this Article, and (6) 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 5. 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 layoff unit 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 layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.
- B. 1. 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; where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. 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.
3. 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.
4. 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 6. Voluntary Reduction From Classes Designated as Vulnerable to Layoff**

- A. 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, has served in and passed probation in that class with the Authority or a predecessor employer, 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 7.A.3., of this Article.

**Section 7. Reinstatement Lists**

- A. The following persons shall be placed on AUTHORITY REINSTATEMENT LISTS as provided in Sections 1., 2., and 3., of this Article, in the order of their respective layoff points with the person having the largest number of layoff points listed first:
  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 Exercising Their Rights Under Section 5., of this Article—The names of persons exercising their rights under Section 5., of this Article, shall be placed on a REINSTATEMENT LIST for each class 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 Reduce Under the Provisions of Section 6., of this Article—The names of persons who were voluntarily reduced under

the provisions of Section 6., of this Article, shall be placed on a REINSTATEMENT LIST for the class from which reduced and for each class below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

4. 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, have served in and passed probation in that class with the Authority or a predecessor employer, and pass any required performance tests for that class.
- B. The names of persons laid off shall be placed on a PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they were previously voluntarily reduced pursuant to Section 5., of this Article, in the order of their layoff points, going from highest to lowest. Eligibles certified from PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B., of this Article. Appointments must be made in the order of layoff points. The person with the highest number of layoff points shall be the first person offered reinstatement.
- C. Names of persons placed on the REINSTATEMENT LIST and the PREFERRED ELIGIBLE 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, on three (3) separate occasions, declines referral for interviews in a particular class shall be removed from the lists for that class.
  3. The lists shall be extended upon request of either the Authority or the Association within thirty (30) days before the lists' expiration dates.

**Section 8. 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 his/her 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 seniority points 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.B., if reinstatement is in a higher class 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 reemployed 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:
1. 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 step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.
  2. The merit increase eligibility date shall be reestablished as determined by the Human Resources Director.
  3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.
- C. 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 is being promoted from such class.

## **ARTICLE XI**

### **ON-THE-JOB INJURIES, WORKERS' COMPENSATION**

#### **Section 1. Medical Treatment**

- A. Whenever an employee sustains an injury or disability arising out of and in the course of Authority employment requiring medical treatment, the employee shall obtain such treatment pursuant to the appropriate California Labor Code sections.

#### **Section 2. Disability Payments and Leave**

- A. Employees Eligible for 4850 Benefits

- 1. Disability Payments and Leave

Whenever an employee who is eligible for benefits under California Labor Code 4850 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 be compensated and placed on Leave pursuant to California Labor Code Section 4850.

- 2. Exhaustion of 4850 Benefits

When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of Authority employment, such employee shall be treated in the following manner:

- a. He/she shall be entitled to all benefits provided by California Workers' Compensation Law.
    - b. He/she shall be placed on Workers' Compensation Leave.
    - c. At the employee's option, all Sick Leave, compensatory time, and vacation shall be added 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.
    - d. If the employee is not eligible for temporary disability or exhausts his/her 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 merit increase eligibility date and 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 of benefits shall be considered Authority service for merit increase eligibility and 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.

B. Employees Not Eligible for 4850 Benefits

For employees who have suffered an industrial injury or illness who do not qualify for benefits pursuant to Labor Code section 4850 (i.e., non-safety employees) the following shall apply

1. 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, which—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.
2. 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 his/her option, use any accrued Sick Leave, compensatory time, and/or vacation, in that order.
3. While an employee receives workers' compensation supplement pay, no deductions or 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.
4. 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).
5. The merit increase eligibility date and 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 merit increase eligibility and completion of the probation period.

6. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his/her 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.1., of this Article.
7. 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 3. 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.

## 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 may directly contact the designated Authority Safety Officer if he/she either (a) does not receive an answer to a safety-related question from his/her supervisor within three (3) calendar days or (b) receives an answer the employee deems unsatisfactory.
- C. Any employee, who is directed to perform a task which 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 will 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. The Authority shall revise OCFA Standard Operating Procedures (SOP) ~~AM HR.04.01145-02~~. In the SOP revisions the Authority shall institute policy and procedures that establish an incident review program which includes a review team, and shall include a designated Association representative. The review program shall include and involve securing the equipment directly involved, the immediate area to the incident, and the apparatus directly involved. The review team shall review incidents whereby on-duty bargaining unit members, or members of other fire departments operating in-county under OCFA's command, have suffered a work related injury or illness or near-miss as defined by the California Code of Regulations, Title 8, Section 330. Definitions under Incident and Serious Incident. The SOP shall also contain the following elements: (12/02/10)
1. SOP ~~AM-HR.04.01145-02~~ shall establish guidelines, where practicable, for securing the incident scene, personal protective equipment, tools, equipment or apparatus that was being used at the time of the incident and injury, illness, or near-miss occurring to a bargaining unit member, or member of another fire department operating in-county under OCFA's command, and provide the review team an opportunity to review.
  2. SOP ~~AM-HR.04.01145-02~~ shall establish notification protocols for Operations Department Incident Commander for notifying the designated Association representative of a bargaining unit member injury, illness or near-miss. as defined in SOP ~~AM-HR.04.01145-02~~. The OCFA Emergency Communications Center shall immediately make the notification once notified by the OCFA Incident Commander.

- E. The Authority shall furnish all equipment necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the Authority shall provide the necessary first aid kits in Authority facilities.

**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 representative 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 and Occupational Health Committee and one (1) safety representative from each platoon 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:
  - 1. The safety representative requests permission of 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 will make every attempt to grant such time off as soon as it is feasible to do so.
- C. When an authorized safety representative enters into another section or work unit to gather said information, the safety representative shall be permitted to do so provided:
  - 1. The safety representative checks in and out with the supervisor of the unit.
  - 2. The safety representative does not unduly interfere with the work of the unit.

**Section 4. Resolution of Safety or Health Complaints**

- A. 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.

## ARTICLE XIII

### INSURANCE

#### **Section 1. Health Plans**

- A. The Association shall provide and administer health and other related benefit plans for all Firefighter Unit employees and retirees in accordance with the terms and conditions of a separate agreement (Health Plan Agreement).

#### **Section 2. 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 service and who meet the eligibility requirements as set forth in Section 2.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/or 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/or required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
  4. The Retiree Medical Insurance Grant may be applied only toward 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 2.A.4.a., 2.A.4.b., and 2.A.4.c., of this Article. (09/28/06)
    - a. Effective January 1, 2014, the Retiree Medical Insurance Grant shall be an amount based on twenty two dollars and seven cents (\$22.07) per month for each full year of service to a maximum of five hundred and fifty one dollars and seventy five cents (\$551.75) 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 (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 a 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 terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant. (09/28/06)

- 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. (09/28/06)

**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. (09/28/06)
3. 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 Section 2.B.3.a., b., and c., of this Article. (09/28/06)
  - 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. (09/28/06)
  - 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. (09/28/06)

4. All eligible retirees, eligible former employees, and enrolled dependents who are sixty-five (65) or older must be enrolled in Medicare Part B 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. (09/28/06)
5. Deferred Retirement
  - a. An employee who, upon separation from Authority service, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as he/she becomes an active retiree.
  - b. An employee who has one (1) year of service (2,080 hours), is not eligible for paid retirement at the time he/she separates from Authority service, and elects deferred retirement status shall not become eligible for participation in the Retiree Medical Insurance Grant until he/she becomes fifty-five (55) years of age. (09/28/06)
6. 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, exclusive of overtime, shall equal one (1) full year of service for a staff employee (forty [40] hour workweek). Two thousand nine hundred twelve (2,912) regular hours, exclusive of overtime, shall equal one (1) full year of service for a shift employee (fifty-six [56] hour average duty week).

C. Employee Contribution (9/28/06)

1. Effective October 2006 (Pay Period 22), all regular, limited-term, and probationary employees—hired before January 1, 2007, and covered by this MOU Agreement—shall contribute four (4) percent of their base rate of pay salary, exclusive of overtime and premium pay, through payroll deduction to the Authority to be applied to the Plan. (09/28/06)

D. Survivor Benefits (9/28/06)

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Retiree Medical Insurance Grant authorized for the retiree. (09/28/06)
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 2. ED.1., of this Article, or his/her own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants. (09/28/06)

**Section 3. Defined Contribution Plan for Retiree Medical Benefits (9/28/06)**

- A. The Authority will provide only to regular, limited-term, and probationary employees hired on or after January 1, 2007, a "defined contribution plan." (09/28/06)
- B. All regular, limited-term, and probationary employees hired on or after January 1, 2007, will be required to contribute four (4) percent of base rate of ~~paysalary, \_exclusive of overtime and premium pay, to the Plan.~~ Employees will not be permitted to contribute more than four (4) percent of base salary towards the Plan. (09/28/06)
- 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. (09/28/06)

**Section 4. OCPFA Supplemental Retiree Medical Plan (5/23/02)**

- A. The Authority will deduct from all regular, limited term, part-time (at least 20 hours per week), and probationary employees, one (1) percent of their base salary, to be deposited into an OCPFA Supplemental Retiree Medical Benefit Program. This action shall be taken in accordance with the OCPFA Supplemental Retiree Medical Plan Agreement found in Appendix E of this MOU ~~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 will provide and replace as required—but will not launder or dry clean—the following:
1. Required uniforms, including protective clothing
  2. Station work shoes
  3. Wildland boots
  4. Bed linens and blankets.
- 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 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 will 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
  3. Necessary community linen supplies, including laundry

## **ARTICLE XV**

### **RETIREMENT**

#### **Section 1. Eligibility**

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

#### **Section 2. Employer's Contribution**

- A. For Employees hired Before January 1, 2013 and for Employees hired on or After January 1, 2013 who are considered "Legacy Members" of OCERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA): The Authority will pay the amount of the employee's share of retirement contribution that is not paid by the employee per Section 5 of this Article

#### **Section 3. Final Compensation**

- A. "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 he or she files an application for retirement, or, if he or she fails to elect, during the three years immediately preceding his or her retirement. If a member has less than three years of service, his or her final compensation shall be determined by dividing his or her total compensation by the number of months of service credited to him or her and multiplying by 12.

#### **Section 4. Cost-of-Living Adjustments**

- A. 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 5. Retirement Formulas And Employee Contributions**

- A. Safety Employees

- 1. Employees Hired Prior to January 1, 2011

- a. Safety Retirement Formula: These Employees shall receive the three percent at fifty (3% at 50) retirement formula as per California Government Code Section 31664.1.
    - b. Employee Contributions To the Retirement System

The deduction from the employee's Compensation Earnable is seven percent (7%) (which shall be increased to nine percent (9%) effective November 14, 2014 which shall continue during the employee's employment period with the Authority, or until such time that the employee qualifies under GC 31664.1(c).

The Health Care Converted Retirement Contribution ("HCRC") credit in the amount of two percent (2%) which shall constitute the employee's contribution will be applied, which combined with the seven percent (7%) currently being deducted from the employee's compensation earnable, brings the employee's contribution to a total of nine percent (9%). Effective November 14, 2014, an additional two percent (2%) will be deducted from the employee's compensation earnable, which when combined with the current nine percent (9%) employee contribution will equal a total employee contribution of eleven percent (11%) compensation earnable. The entire employee contribution shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). The deduction from the employee's Compensation Earnable and the HCRC shall be credited in accordance with GC Section 31581.2. The difference between the (a) required member contribution as determined by OCERS and (b) the actual employee contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.

2. Employees Hired From January 1, 2011 Through June 30, 2012

- a. Retirement Formula: These Employees shall receive the three percent at fifty (3% at 50) retirement formula per California Government Code Section 31664.1.
- b. Employee Contributions To the Retirement System

The Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to nine (9) percent (which shall be increased to eleven percent (11%) effective November 14, 2014 which shall constitute the employee's retirement contribution. The deduction shall be credited in accordance with GC Section 31581.2 and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). The difference between the (a) required member contribution as determined by OCERS and (b) the actual employee contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.

3. Employees Hired On or After July 1, 2012 Who Are Not Defined As "New Members" Under the Public Employees' Pension Reform Act of 2013

- a. Retirement Formula: These Employees shall receive the three percent at fifty (3% at 55) retirement formula as per California Government Code Section 31664.2.

- b. Employee Contributions To the Retirement System: Effective upon the employee becoming a member of the bargaining unit, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to nine (9) percent (which shall be increased to eleven percent (11%) effective November 14, 2014 which shall constitute the employee's retirement contribution. The deduction shall be credited in accordance with GC Section 31581.2 and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under Government Code 31664.1(c). The difference between the (a) required member contribution as determined by OCERS and (b) the actual employee contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.
4. For Employees Hired on or After January 1, 2013 who are considered "New Members" Within the Meaning of PEPRA.
    - a. 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 and other pension related conditions are governed by the provisions of the law.

#### B. Non-Safety Employees

Employees in the unit who do not qualify for Safety retirement (e.g., Firefighter Trainee) receive the following retirement benefits.

1. Employees Hired Prior to July 1, 2011
  - a. Retirement Formula: These employees receive the 2.7%@55 formula in accordance with Government code section 31676.19.
  - b. Employee Contribution: Nine percent (9%) of the employee's compensation earnable (which shall be increased to eleven percent (11%) effective November 14, 2014
2. Employees Hired After July 1, 2011 Who Are Legacy Member under OCERS
  - a. Retirement Formula: These employees receive the 2%@55 formula in accordance with Government code section 31676.16.
  - b. Employee Contribution: Nine percent (9%) of the employee's compensation earnable (which shall be increased to eleven percent (11%) effective November 14, 2014).
3. For Employees Hired on or After January 1, 2013 who are considered "New Members" Within the Meaning of PEPRA.

The retirement formula will be the "2.5% at 67" retirement formula per Government Code section 7522.20(a), utilizing the average three highest

years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement.

4. Members who are promoted from Firefighter Trainee to Firefighter receive the safety retirement applicable to them as outlined above.

## ARTICLE XVI

### **DEFERRED COMPENSATION**

An employee in a regular or limited term position may, at his/her 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 Firefighter Unit. 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

### PAYROLL DEDUCTION OF DUES AND INSURANCE PREMIUMS AND EMPLOYEE INFORMATION LISTING

#### **Section 1. Payroll Deductions**

- A. Membership dues of Local 3631 members and approved insurance premiums for Local 3631-sponsored insurance programs, as may be approved by the Authority, shall be deducted by the Authority from the pay **checks/direct deposits warrants** of such members. The Authority shall transmit the dues and insurance premiums so deducted to Local 3631 on a monthly basis.
- B. Local 3631 shall notify the Authority, in writing, as to the amount of dues uniformly required of all members of Local 3631 and the amount of insurance premiums required of employees who choose to participate in such programs.

#### **Section 2. Employee Information Listing**

- A. Upon request, to a maximum of two (2) times per fiscal year, or after an Academy graduation or agency transition, the Authority will provide the Association with a complete and current listing of all employees in the Firefighter Unit. Such listings shall include employee name, job classification, timekeeping location, salary range, and step. The Association agrees the addresses are released solely for the purposes of performing official Association business and shall only be used by officers, employees, and agents of the Association in the performance of their official duties.
- B. The Authority will not provide the home addresses of employees assigned as arson investigators, unless said employees have given written authorization for the release of their names to the Association.
- C. The Association agrees to pay the Authority reasonable costs associated with providing such lists.
- D. The Association shall not release said home addresses to any entity, person, association, or partnership without written consent of the Authority. This provision shall not apply to trust funds of the Association or administrators of such trust funds, subject to restrictions in Section 2.A., of this Article.
- E. The Association agrees to indemnify and hold harmless the Authority, its officers, agents, and employees from all claims relating to an invasion of privacy by Firefighter Unit members, including attorney and defense costs, whether resulting from court action or otherwise, as a result of the release of said home addresses.

## ARTICLE XVIII

### SEPARABILITY

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

## ARTICLE XIX

### MAINTENANCE OF MEMBERSHIP

Any employee in the Firefighter Unit, who has authorized Union deductions on the effective date of this Agreement or at any time subsequent to the effective date of this Agreement, shall continue to have such Union dues deductions made by the Authority during the term of this Agreement. Any employee in the Firefighter Unit may terminate such Union dues by submitting a completed and signed payroll deduction cancellation form to the Payroll Section, Business Services Department, during pay period nine (9) (April 3, 2015 – April 16, 2015).

## **ARTICLE XX**

### **RECOGNITION**

Pursuant to approval by the International Association of Firefighters, the Orange County Professional Firefighters Association, International Association of Firefighters, Local 3631, is the successor to the International Association of Firefighters, Local 1014.

Therefore, pursuant to the Employee Relations Resolution of the Authority and applicable State law, the Orange County Professional Firefighters Association, International Association of Firefighters Local 3631, is the exclusively recognized employee organization for the Firefighter Unit as identified in Appendix A.

**ARTICLE XXI**

**DEPENDENT CARE ASSISTANCE PROGRAM**

The Authority will administer a Dependent Care Assistance Program that will allow employees to take advantage of a salary reduction program to pay for dependent care as permitted in the Internal Revenue Code.

## ARTICLE XXII

### MODIFICATION AND WAIVER

Except as specifically provided herein, it is agreed and understood that the parties hereby reserve the right, only upon mutual agreement to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this Memorandum of Understanding.

However, nothing contained in this Article shall be construed as giving the Authority the right to institute unilateral changes in existing wages, hours, or other terms and conditions of employment during the term of this Memorandum of Understanding.

## ARTICLE XXIII

### 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 Firefighter Unit, the Authority will advise such public employer of the existence and terms of this ~~MO~~ Memorandum of Understanding. The Authority will consult with the Association in a timely manner to discuss the impact on employees in the Firefighter Unit of such transfer of functions.

**ARTICLE XXIV**

**COMPENSATION**

**Section 1. Base Salary Adjustments**

A. Effective November 14, 2014, employees covered by this Agreement shall receive a two percent (2%) base salary increase.

~~B. Effective the first "full" pay period in February 2015 (Pay Period 5) each position covered by this Agreement will receive a base salary increase, if warranted. The calculation will be done in accordance with the provisions of Article XXIX. Implementation of the base salary increase if warranted, will be in accordance with the methodology identified in Section 1.C, of this Article.~~

~~C. Effective February 6, 2015, (Pay Period 5) the salary adjustment in Section 1. B of this Article will be based on the dollar amount of the corresponding fiscal year's "General Fund Surplus/(Deficit)" line item in the document identified as Five Year Financial Forecast — Baseline Model, which is included with the adopted annual budget. The dollar amount calculation and application relative to salary adjustments shall be as follows:~~

~~1. UPDATING FIVE YEAR FINANCIAL FORECAST BASELINE MODEL~~

~~a. During the Authority's mid-year financial review, the Five Year Financial Forecast — Baseline Model document will be updated by replacing the adopted "Secured Property Tax" dollar amount, found in Section A of the document, with the actual "Secured Property Tax" dollar amount calculated by using the data submitted by the County of Orange in the document identified as Tax Ledger Detail — Orange County Fire Authority. (12/02/10)~~

~~b. The actual "Secured Property Tax" dollar amount is calculated by starting with the dollar amount reported on the Tax Ledger Detail — Orange County Fire Authority for the line item identified as "Secured Initial Tax Levy" and then adjusting that amount by the same roll change/refund factor used in the Adopted Budget. As an example, the following are calculations for FY 2010/11:~~

<del>2010/11 Secured Initial Tax Levy</del>	<del>—————</del>	<del>\$166,802,437.30</del>
<del>2010/11 Roll Change/Refund Factor of 0.75%</del>	<del>\$</del>	<del>(1,251,018.28)</del>
<del>2010/11 Actual Secured Property Tax</del>	<del>—————</del>	<del>\$165,551,419.02</del>

~~c. Upon replacing the adopted "Secured Property Tax" dollar amount with the actual "Secured Property Tax" dollar amount, Section A of the Five Year Financial Forecast — Baseline Model will be recalculated, which will result in an updated "General Fund Surplus/ (Deficit)" amount.~~

~~d. Following completion of this update to the Five Year Financial Forecast — Baseline Model, the values from the Forecast will be~~

~~reformatted into the OCPFA Simplified Format, focusing on current fiscal year data for the General Fund only (see Side Letter L in Appendix B for an example of the OCPFA Simplified Format). The amount of the updated "General Fund Surplus/(Deficit)" shall be the same on both the OCPFA Simplified Format and the Five Year Financial Forecast—Baseline Model. Based on the amount of the "General Fund Surplus/(Deficit)", one of the following actions will be initiated:~~

- ~~• If the updated "General Fund Surplus/(Deficit)" amount is less than or equal to five (5) percent of General Fund Expenditures, no salary adjustments will be implemented.~~
- ~~• If the updated "General Fund Surplus/(Deficit)" amount is greater than five (5) percent of the General Fund Expenditures, the Authority will distribute the amount in excess of the five (5) percent fund in the form of a salary adjustment, not to exceed five (5) percent, to those employee bargaining units and unrepresented units that have agreed to similar terms in a manner that will provide an equal percent of base salary increase to each of the units/groups.~~

~~D. Section 1.B, of this Article, shall remain in effect through February 2015. Should the Authority desire to change any of the financial and/or budgetary terms contained in this Article, the Authority will notify the Association and engage in the meet and confer process, regarding the impact of such changes, prior to implementation of such changes.~~

## **Section 2. Fire Pilot Range Adjustment**

- A. Effective the "first full" pay period in January 2001 (Pay Period 3), the range for the classification of Fire Pilot will be adjusted and maintained to the equivalent of Fire Captain.

## **Section 3. Fire Inspector II Reclassification to Fire Captain**

~~C. Effective the first "full" pay period in January 2001 (Pay Period 3), the classification of Fire Inspector II will be reclassified to Fire Captain. The incumbent currently in this position performs and will continue to perform the duties as a crews and equipment supervisor over the Heavy Fire Equipment Operator and crews supervisor positions. The current incumbent will not be eligible to transfer into any other Fire Captain position in the Authority. Assignment to this position is not subject to the seniority bid process and will be at the sole discretion of the Authority.~~

## **Section 34. Specialty Pay**

- A. Paramedic Pay
1. Effective the first "full" pay period in January 2001 (Pay Period 3), employees who are certified to perform paramedic services and who are assigned by the Authority to perform such services regularly shall be

paid—in addition to their regular salary—approximately fifteen (15) percent of top step Firefighter base salary per month, prorated on an hourly basis. Such employees who work an overtime shift as a paramedic to cover a designated paramedic position, due to the absence of the regularly assigned employee, shall also receive paramedic pay on a prorated basis for that overtime shift or portion thereof.

2. Employees who maintain an active paramedic certification and who are assigned to perform paramedic duties intermittently shall receive paramedic pay on a prorated basis for each hour the employee performs paramedic duties.
3. Paramedic 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.

#### B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional (.5571) dollars per hour (approximately one hundred and thirty-five dollars [\$135] per month) for all hours actually paid.
  - a. An employee must be conversant in one of the pre-designated languages to qualify to receive bilingual pay:
    - Spanish
    - Vietnamese
    - Korean
    - American Sign Language
  - b. Other languages may qualify on a case-by-case basis.
  - c. The employee must be approved by the Human Resources Director as per [AMSOP HR.01.01-SOP-103.02](#).
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.

#### C. Hazardous Materials Pay

1. Effective the first "full" pay period in January 2001 (Pay Period 3), employees who are qualified to perform hazardous materials duties and who are assigned by the Authority to a position designated to perform hazardous materials duties regularly shall be paid—in addition to their regular salary—approximately seven and ~~one-half~~ five-tenths (7.5%) percent of top step Firefighter base salary per month, prorated on an hourly basis;

Such employees who work an overtime shift to cover a designated hazardous materials position, due to the absence of the regularly assigned employee, shall also receive hazardous materials pay on a prorated basis for that overtime shift or portion thereof.

2. Hazardous materials qualified employees who are occasionally assigned to cover a designated hazardous materials position due to the absence of the regularly assigned employee shall receive hazardous materials pay on a prorated basis for each hour the employee is assigned to perform the duties of the designated hazardous materials position.
3. Hazardous materials pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

D. Aircraft Rescue Firefighting (ARFF) Pay

1. Effective the first "full" pay period in January 2001 (Pay Period 3), employees who are qualified to perform ARFF duties and who are assigned by the Authority to a position designated to perform ARFF duties on a regularly shall be paid—in addition to their regular salary—approximately five (5) percent of top step Firefighter base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover a designated ARFF position, due to the absence of the regularly assigned employee, shall also receive ARFF pay on a prorated basis for that overtime shift or portion thereof.
2. ARFF qualified employees who are occasionally assigned to cover a designated ARFF position due to the absence of a regularly assigned employee shall receive ARFF pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated ARFF position.
3. ARFF pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

E. Educational Incentive Pay

1. A regular, limited-term, or probationary employee who has satisfactorily completed the equivalent of sixty (60) college-level semester units shall be eligible for educational incentive pay of two and ~~one-half five-tenths~~ (2.5) percent (2.5%) of base salary per month, prorated on an hourly basis for regular hours paid. Educational incentive pay is not applied to overtime/backfill hours.
2. A regular, limited-term, or probationary employee who has satisfactorily completed the equivalent of ninety (90) college-level semester units shall be eligible for educational incentive pay of five (5) percent of base salary per month, prorated on an hourly basis for regular hours paid. Educational incentive pay is not applied to overtime/backfill hours.

3. ~~Effective October 2005 (Pay Period 22), a~~ regular, limited-term, or probationary employee who has obtained a Baccalaureate Degree shall be eligible for educational incentive pay of seven and five tenths (7.5) percent of base salary.
4. The maximum of educational incentive pay an employee may receive shall be seven and five tenths (7.5) percent of base salary.
5. To receive educational incentive pay, the employee must:
  - a. Submit a written request to receive the educational incentive pay
  - 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. All employees who as of January 1, 2000, were receiving educational incentive pay will not be required to resubmit proof or verification.
7. Payment of the educational incentive shall begin with the pay period following verification of the employee's eligibility.
8. 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.

F. Urban Search and Rescue (USAR) Pay

1. ~~Effective the first "full" pay period in January 2001 (Pay Period 3),~~ Non-paramedic urban search and rescue positions at Fire Station 54 will receive pay of approximately seven and ~~one-half five tenths (7.5)~~ percent (7.5%) of top step Firefighter base salary per month, prorated on an hourly basis. The ~~Firefighter/~~Paramedic positions assigned to urban search and rescue at Fire Station 54—in addition to their paramedic pay—will receive pay of approximately two and ~~one-half five tenths (2.5)~~ percent (2.5%) of top step Firefighter base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover a designated USAR position, due to the absence of the regularly assigned employee, shall also receive USAR pay on a prorated basis for that overtime shift or portion thereof.
2. USAR qualified employees who are occasionally assigned to cover a designated USAR position due to the absence of a regularly assigned employee shall receive USAR pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated USAR position.
3. USAR pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

## G. Staff Assignment Pay

- ~~1. Effective the first "full" pay period in January 2001 (Pay Period 3),~~ employees assigned to a designated staff position shall receive staff assignment pay of seven and five-tenths (7.5) percent of the employee's base salary during such assignment, provided such employee has been designated by the Authority as suppression qualified.

## H. Emergency Medical Technician (EMT) Pay

- ~~1. Effective the first "full" pay period in January 2001 (Pay Period 3), EMT pay will be adjusted from forty-six dollars (\$46) per month to approximately two (2) percent of top step Firefighter base salary. As a result, employees who maintain an active State of California EMT certification will receive in addition to their regular salary approximately two (2) percent of top step Firefighter base salary per month, prorated on an hourly basis for regular hours paid.~~

- ~~2. Effective the first "full" pay period in October 2001 (Pay Period 22), employees who maintain an active State of California EMT certification will receive in addition to their regular salary approximately an additional two (2) percent of top step Firefighter base salary per month. From this date, EMT will be calculated as approximately four (4) percent of top step Firefighter base salary per month, prorated on an hourly basis for regular hours paid.~~

- ~~3.1. Effective the first "full" pay period in October 2004 (Pay Period 22),~~ employees who maintain an active State of California EMT certification will receive, in addition to their regular salary, ~~approximately an additional one (1) percent of top step Firefighter base salary per month. From this date, EMT will be calculated as~~ approximately five (5) percent of top step Firefighter base salary per month, prorated on an hourly basis for regular hours paid.

- ~~4.2. EMT pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.~~

- ~~5.3. EMT pay shall apply to all classifications covered by this Agreement, except for Firefighter Trainee.~~

- ~~6.4. The Authority will provide recertification opportunities for all members of the Firefighter Unit.~~

- ~~5. EMT pay is not applied to overtime/backfill hours, unless applicable by law.~~

## I. Fire Apparatus Engineer Paramedic Incentive Pay (PMI)

1. Employees in the Fire Apparatus Engineer classification who possess and maintain a current Orange County Paramedic Certification and agree to perform

paramedic duties when required shall receive a partial paramedic incentive pay in the amount of \$500 per month.

2. The \$500 partial paramedic incentive pay shall apply only to the Fire Apparatus Engineer classification and will not be used in the calculation of promotional salary adjustments.

3. The \$500 partial paramedic incentive pay shall not be prorated to apply to any overtime shifts worked in a non-paramedic position. Overtime shifts worked in a paramedic position will be compensated in accordance with this Agreement.

4. The \$500 partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who receive Hazardous Materials Pay, Aircraft Rescue Firefighting Pay, Urban Search and Rescue Pay or Staff Assignment Pay.

5. The \$500 partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who are assigned to a full-time Fire Apparatus Engineer-Paramedic post position.

6. The \$500 partial paramedic incentive pay shall apply to all employees currently in the classification of Fire Apparatus Engineer who qualify in accordance with this section.

J. Assistant Fire Training Officer (AFTO) Pay

For employees assigned full time (40 hours per week) to the Training Section in staff position they shall receive ten percent (10%) of their base rate of pay during such assignment. This pay shall be in addition to any staff assignment pay (paid at seven and one half percent 7.5%) that applies to other staff assignment positions at the Authority.

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## ARTICLE XXV

### MINIMUM STAFFING

#### **Section 1. Minimum Staffing**

- A. The parties agree that the minimum staffing required by this Agreement shall be accomplished pursuant to procedures to be developed by the parties.
- B. The Authority agrees to provide the following staffing levels at all times:
  - 1. Each single-piece engine company shall have a minimum of three (3) personnel.
  - 2. Each paramedic engine company shall have a minimum of four (4) personnel, with the exception of E-23 and E-60. Each truck company or urban search and rescue vehicle shall have a minimum of four (4) personnel, with the exception of T-64, -59, -43, and -46.
  - 3. Each paramedic van shall have a minimum of two (2) paramedic personnel.
  - 4. Any new units operated by the Authority after the execution date of this Agreement shall be staffed in accordance with the above minimum levels.
- C. The parties acknowledge that the number of engine, truck, and paramedic companies or vans may be reduced and, as a result, layoffs pursuant to Article X may be implemented—provided, however, that all remaining companies or vans shall be staffed in accordance with the foregoing provisions.
- D. The Authority will comply with the requirements of Occupational Safety and Health Administration, 29 C.F.R., Parts 1910 and 1926, to the extent legally required.

#### **Section 2. Tiller Position**

- A. Firefighters and/or firefighter paramedics assigned to or transferring into tractor drawn aerial apparatus (TDA) positions will have to successfully complete the necessary training provided by the OCFA; and agree to provide service as a tiller operator.
- B. Firefighters and/or firefighter paramedics that hold a post position on a truck company that is identified to have a TDA assigned to the company must successfully complete the necessary training provided by the OCFA; and agree to provide service as a tiller operator.
  - 1. Firefighters and/or firefighter paramedics who hold a post position on a truck company designated to receive a TDA and who do not wish to

volunteer or who do not successfully complete the necessary training to become certified as a tiller operator may either voluntarily transfer under the transfer policy or will be administratively assigned to another position within the bargaining unit that does not require operating as a Tiller operator. Firefighters who elect to transfer or to accept an administrative assignment shall not receive a preferential bid for the purposes of transferring.

2. The OCFA agrees to provide all training in tiller operations to Firefighters and/or firefighter paramedics that are assigned to the post position at the same station as the TDA.

C. The parties recognize that assignment to a position on a tiller truck as the tiller-operator will not receive additional compensation unless the parties affirmatively agree otherwise.

### **Section 3. Water Tenders and Compressed Air Foam Apparatus**

A. Water Tenders (WT) and Compressed Air Foam Apparatus (CAFA) may be staffed using career personnel from the Firefighter Bargaining Unit when it is deemed appropriate to do so by the Assistant Chief of Operations. Drivers for the WT and CAFA must be properly trained and licensed to drive the specific unit. The staffing of these units will conform, to the extent possible, to the hiring and callback procedures identified in SOP [AMHR.03.01-103.16](#) Staffing Procedures.

B. When the Assistant Chief of Operations exercises his discretion to use career personnel for WT the staffing by such career personnel will consist of one member from the Fire Apparatus Engineer classification and one member from the Firefighter classification.

C. When the Assistant Chief of Operations exercises his discretion to use career personnel for CAFA the staffing by such career personnel will consist of one member from the Fire Apparatus Engineer classification and one member from the Firefighter classification, or if approved by the Assistant Chief of Operations or the Duty Officer in his absence, two members from the Firefighter classification. The Assistant Chief of Operations, or the Duty Officer in his absence, may also authorize additional CAFA staffing when deemed necessary by the OCFA.

D. The Assistant Chief of Operations, or the Duty Officer in his absence, may authorize the voluntary movement of qualified personnel from another unit for use on the WT or CAFA and the subsequent backfilling of the vacated position. If a CAFA is required to respond out of Orange County the unit will be staffed with a Fire Captain, Fire Apparatus Engineer, and Firefighter. A second firefighter may be added at the discretion of the Assistant Chief of Operations, based on funding.

## ARTICLE XXVI

### MANAGEMENT RIGHTS

Any of the rights, powers, or authority the Authority had prior to the signing of this Memorandum are retained by the Authority, except those specifically abridged, delegated, or modified by this Memorandum provided that such management rights do not restrict employees from filing grievances concerning the application or interpretation of this Memorandum.

## **ARTICLE XXVII**

### **STRIKES**

~~During the life of this Agreement, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Union nor shall any lockouts be caused by the Authority. In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and Local 3631 fails to make all reasonable efforts to halt the work interruption, Local 3631 and the employees involved shall be deemed in violation of this Article. The Authority shall be entitled to seek all remedies available to it under applicable law.~~

## **ARTICLE XXVII**

### **COMPENSATION POLICY—Labor Market Adjustment**

#### **Section 1. Intent**

- A. It is the intent of the Authority to maintain the classifications of Fire Captain, Fire Apparatus Engineer, and Firefighter at the average of the top quarter (top three [3]) non-Authority Fire Departments in Orange County, through the process of parity surveys. The purpose of this policy is to attract and retain highly qualified personnel as employees of the Orange County Fire Authority. This goal will be accomplished through a joint effort process between OCPFA and OCFA, as outlined in this Article. The classification of Firefighter Trainee and Hand Crew Firefighter will be adjusted in the same manner as that applied to the classification of Firefighter. The classifications of Heavy Fire Equipment Operator and Fire Pilot will be adjusted in the same manner as that applied to the classification of Fire Captain.

#### **Section 2. Effective Dates**

- A. The Authority will make adjustments to the aforementioned classifications as a result of conducting a series of parity surveys during the term of this agreement. These surveys will commence no later than thirty (30) days prior to the scheduled effective dates. Should the survey results warrant adjustments, such adjustments will be made effective as follows:
1. The first “full” pay period in February 2015 (Pay Period 5) in accordance with Article XXIV, Section **B1**. (12/02/10)

#### **Section 3. Survey Agencies**

- A. Both parties have agreed that the survey agencies will be the cities in Orange County maintaining their own Fire Departments. These cities are identified as follows:
- Anaheim
  - Costa Mesa
  - Fullerton
  - Huntington Beach
  - Laguna Beach
  - Orange
  - Brea
  - Fountain Valley
  - Garden Grove
  - La Habra
  - Newport Beach
- B. If the Authority assumes the fire service responsibilities of any of the above cities, those cities will be removed from the list and the remaining cities will continue to be used as survey agencies.

#### **Section 4. Survey Criteria**

- A. The purpose of the survey of the above cities is to determine the “Total Compensation” for each of these cities. Total Compensation is defined as the total of the following elements:

1. Base Salary Rate—This element is defined as the base salary established for the classification.
2. EMT Pay—This element is defined as the compensation an employee receives—in addition to his/her base salary—for certification as an Emergency Medical Technician (EMT).
3. Employer Paid Retirement—Retirement contributions are divided into two (2) categories: (a) the amount the employer is required to contribute and (b) the amount the employee is required to contribute. This element is defined as the amount of contribution the employer pays on behalf of the employee's required contribution.

The comparison with the survey agencies will be made based on the percentage the employer has assumed of the employee's required contribution. Such percentage will translate into a dollar amount. It is understood that the employee's required contribution, under the Orange County Employees Retirement System, may vary for each employee. As a result, an average contribution rate for employees within the Firefighter Unit will be determined and will be used for comparison to the survey agencies. This rate will be determined on each occasion prior to the commencement of the survey.

On the first full pay period in the November prior to the survey effective date identified in Section 2., of this Article, the rate will be determined by summing the Authority retirement contributions for all active members of the Firefighter Unit. The sum will then be divided by the total sum of the Firefighter Unit's base pay at that time, which is subject to retirement.

4. Educational Incentive—This element is defined as the compensation the employee may receive for obtaining college/university course work units or obtaining a college/university degree. The data reflecting the highest payment obtainable for the classifications of Fire Captain, Fire Apparatus Engineer, or Firefighter, in the surveyed agency, will be used as the comparison.
- B. Data regarding the above elements will be based on what is being paid at the time of the survey on January 1, prior to the scheduled adjustment date.
  - C. Unless otherwise agreed upon, this compensation policy shall only be in force and effect for the duration of this Memorandum of Understanding.

## **Section 5. Compensation Adjustment Methodology**

- A. Adjustments will be made in accordance with the adjustment schedule identified in Section 2., of this Article. The method, which will determine when an adjustment is required and the amount of the adjustment, will be in accordance with the following steps:

STEP	PROCEDURE
1	A survey will be conducted using the agencies and criteria identified in this Article. The purpose of this survey is to determine the "Total Compensation" within these agencies as defined in Section 4., of this Article.
2	After the survey is completed, the top quarter (top three [3]) cities containing the highest "Total Compensation" for the classification of Fire Captain will be selected. These cities will be used to calculate the average "Total Compensation" for each of the classifications of Fire Captain, Fire Apparatus Engineer, and Firefighter.
3	If required, adjustments will be made to the classifications of Fire Captain, Fire Apparatus Engineer, and Firefighter based on the "Total Compensation" average of comparable classifications in these top quarter (top three [3]) cities. Each classification will be adjusted individually based on the survey results of each classification.

- B. Upon determination of the adjustment amount, the adjustment will be applied to salary according to the adjustment schedule. If the survey results reveal the classifications surveyed are at or above the average of the top quarter (top three [3]) agencies—as determined by the compensation adjustment methodology above—no adjustment will be made.

## ARTICLE XXIX

### RELEASE TIME

#### **Section 1. Release Time for Authority Business**

- A. Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), when an Association officer is conducting business on behalf of and in the interest of the Authority, upon mutual agreement of the Assistant Chief of Operations, or in his/her absence, the Deputy Fire Chief, the President of the Association, and/or the Association Officer(s) shall be released from duty at no expense to the Association.

#### **Section 2. Release Time for Association Business**

- A. Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), the Authority shall provide a mechanism whereby members of the Firefighter Unit shall contribute holiday compensation hours in lieu of pay to a "Union Time Bank" as outlined in this Section and referenced in Article VI. Such Union Time Bank will be solely maintained as a result of time donated by members of the Firefighter Unit and will be used at the discretion of the Association's Board of Directors, for conducting Association business.
- B. As a result of this Agreement being ratified by the members of the Firefighter Unit, employees within the Firefighter Unit shall donate time as provided in Article VI, Sections 2.A.1., 3.A.1., and 3.A.2.
- C. Holiday hours will not be donated if the Union Time Bank exceeds seven thousand two hundred (7,200) hours. The Authority shall apply the following steps in processing the donations:

~~1. Effective Pay Period 5 (February 2001), all employees will donate in accordance with Article VI, Sections 2.A.1., and 3.A.1., and two (2) holiday hours into the existing Union Time Bank.~~

~~2.1.~~ Donated hours will be converted to dollars based on the employee's current hourly base rate.

~~3.2.~~ For administrative purposes, the Union Time Bank balance will be determined by taking the current account balance (in dollars) in the Union Time Bank and dividing by the current top step Fire Captain base rate.

~~4.3.~~ Donations will be accepted until the balance exceeds the equivalent of seven thousand two hundred (7,200) hours for holiday donations. Prior to a holiday donation, the following calculation will be used to determine if donations will be accepted:

- a. Calculate the current Union Time Bank account balance by dividing the current balance (in dollars) by the current top step Fire Captain base rate.

- b. If the balance is less than seven thousand two hundred (7,200) hours, donations will be processed.
- c. If two (2) holidays occur within a pay period, each will be calculated and processed separately.
- d. No partial donations will be processed. This process requires either all the employees will donate or none will donate.

~~5.4.~~ Usage of the Union Time Bank will be determined by calculating the individual user's current hourly base rate and multiplying that amount by one and ~~five-tenths~~one-half (1.5) to determine the hours charged.

~~6.5.~~ This donation requirement will not apply to the two (2) hour spring holiday compensation, as identified in Article VI, Section 2.A.3. and Section 3.A.6.

- D. The Association shall notify the Authority of the intended number of hours for use prior to such use.
- E. The rate of hours used by the Association will be based on the specific employee's classification and hourly costs to backfill for that classification as identified in Section 2.C.~~54.~~, of this Article.
- F. All donations will be irrevocable.

### **Section 3. Release Time for the Association President or Officers**

It is recognized and agreed that there are times when the OCFA's interest and the Association's interest are aligned, and it would be in the parties' best interest to collaborate collectively to achieve certain legislative agendas or develop strategies to address other issues. To accomplish this collaboration the parties recognize the need to have the Association President and/or various officers of the Association be released from duty in order to utilize their knowledge and expertise to promote mutually beneficial local, state, and federal legislative initiatives. Therefore, the parties agree as follows:

1. The OCFA will provide up to 2038 hours of release time per calendar year for use by the Association President or officer(s) to pursue matters of common interest. The Association agrees to make an additional 874 hours available from the Association's "Union Time Bank" for this purpose.
2. The Association President or officers will be treated as though they are on an authorized, paid leave of absence while utilizing release time.
3. During the term of this agreement, the Association President will report to the Assistant Chief of Operations and provide quarterly activity reports on release time usage for matters identified as being of mutual interest.
4. The Association President and officers will be required to maintain certifications and complete all mandatory training required by rank and assigned duties.

5. The Association President will continue to be eligible for voluntary backfill assignments through the staffing system. However, he/she will be exempt from forced hire for non-emergency backfill assignments.
6. The Association President and officers shall not engage in activities that promote or oppose the election of any public official or the support or defeat of any ballot measure during their regularly scheduled shifts for which they are using OCFA provided release time.

## ARTICLE XXX

### EFFECT OF AGREEMENT

The parties agree that the agreements identified as “side letters,” which have been entered into prior to the effective date of this Agreement, are no longer in effect except as provided in Appendix B.

**CONTRACT SIGNATURES**

Orange County Professional Firefighters  
Association, IAFF, Local 3631

Orange County Fire Authority

\_\_\_\_\_  
Bob James  
Vice President

\_\_\_\_\_  
Lori Zeller  
Assistant Chief, Business Services

\_\_\_\_\_  
Tim Steging  
Director

\_\_\_\_\_  
David Thomas  
Assistant Chief, Operations

\_\_\_\_\_  
Mark Eide  
Director

\_\_\_\_\_  
Jeremy Hammond  
Human Resources Director

\_\_\_\_\_  
Ryan Bishop  
Director

\_\_\_\_\_  
Jim Ruane  
Finance Manager/Auditor

\_\_\_\_\_  
John Latta  
Business Agent

\_\_\_\_\_  
Peter J. Brown  
Labor Negotiator

\_\_\_\_\_  
Hiddo Horlings  
Treasurer

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## APPENDIX A

### **BARGAINING UNIT CLASSIFICATIONS**

Classes included in the Firefighter Unit as of November 1, 2014:

5801 Fire Apparatus Engineer  
5803 Fire Captain  
5800 Firefighter  
5804 Firefighter Trainee  
5802 Heavy Fire Equipment Operator  
5825 Fire Pilot  
5828 Lead Fire Pilot  
5830 Hand Crew Firefighter

## APPENDIX B

### SIDE LETTER AGREEMENTS

The parties agree that the following shall remain as side letters to their MOU.

~~The parties have entered into numerous side letters in the past and wish to continue several of them during the term of this MOU. The following side letters will continue during the term of this MOU.~~ These side letters will expire on October 31, 2015 unless the parties affirmatively agree that they will continue or through labor negotiations agree to incorporate all or portions of them into the body of this MOU.

- ~~A. Advisory Deferred Compensation Committee~~
- ~~B.A. Air Rescue Operations Program Agreement~~
- ~~C.B. Canine Disaster Search Specialist Program Agreement~~
- ~~D.C. Crane Operators at John Wayne Airport Agreement~~
- ~~E. Employee Work Schedule While Attending Training Agreement~~
- ~~F. Exception to Addendum Firefighter MOU Hand Crew Firefighter Agreement~~
- ~~G. Fire Apparatus Engineer Paramedic Incentive Pay Agreement~~
- ~~H.D. Hand Crew Firefighter Agreement (identified as addendum to MOU)~~
- ~~I.E. Hazardous Materials and Paramedic Incentive (HMPI) Pay Agreement~~
- ~~J. Investigative Interview Agreement~~
- ~~K.F. Medical Operations Skills Maintenance Agreement~~
- ~~L. OCFA Simplified Format~~
- ~~M. OCFA Supplemental Retiree Medical Plan Agreement~~
- ~~N. Overtime Distribution Agreement~~
- ~~O.G. Position Vacancy Understanding~~
- ~~P.H. Relief Crew Chiefs Helicopter Program Agreement~~
- ~~Q. Release Time Agreement~~
- ~~R. Representation at Grievance/Appeal Meetings Agreement~~
- ~~S. Tiller Operator Agreement~~
- ~~T. Transition of Employment Agreement~~
- ~~U. Understanding Regarding General Fund Contingency Reserve Fund Expenditures~~
- ~~V. WEFIT Immunization and Screening Agreement~~
- ~~W. WEFIT Program Implementation Agreement~~
- ~~X.I. WEFIT Program Coordinator Position Agreement (Jolietta Belton)~~
- ~~J. Work Location Swap Agreement~~
- ~~Y.K. Work Schedule Agreement (4/10 Pilot Program)~~

## APPENDIX E - WEFIT Program

On September 25, 2003, the OCFA Board of Directors approved the Fire Service Joint Labor and Management Wellness-Fitness Initiative (WEFIT). This program is a partnership between the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association-IAFF, Local 3631 (OCPFA). In an effort to maintain an effective WEFIT program that will improve the well-being and quality of health for OCFA employees, the parties agree as follows:

1. The WEFIT Program is mandatory/non-punitive. The OCFA shall provide all five (5) of the following aspects of the WEFIT Program:

- Medical
- Fitness
- Medical /Fitness/Injury Rehabilitation
- Behavioral Health
- Data Collection and Reporting

No disciplinary action will be imposed on an employee solely based on his/her participation or non-participation in any portion of the WEFIT Program.

2. The employee retains the option of having any portion of the physical examination provided by the OCFA's medical provider, or by a physician of the employee's choice at the employee's expense. The employee's physician can provide such results directly to the OCFA's medical provider. Both parties agree to take positive steps to promote the WEFIT program and encourage employee participation in the physical examination and fitness testing process. However, the employee retains the option to not participate.

3. Employees will be scheduled for the physical examinations and fitness tests during work time, for which they will be compensated. Should circumstances arise which require the employee to be scheduled or rescheduled during off work time, employees will be compensated for the time spent participating in the physical examination and fitness testing process.

4. Medical information collected during the physical examination and fitness testing process will be confidential. OCFA's medical provider will retain medical records and the examining physician will only share the specific details of the examination results with the employee. Aggregate physical examination and fitness testing data will be provided to the OCFA and OCPFA in accordance with the WEFIT initiative.

5. The fitness for duty standards applied to employees will remain unchanged. The OCFA may require medical and fitness for duty evaluations when there is sufficient cause for said evaluations. (i.e., returning to duty after medical or injury absence.)

6. The WEFIT program includes an on-duty exercise program. Participation in the on-duty exercise program is encouraged and both parties agree to take positive steps to promote the fitness program and encourage employee participation. However, the employee retains the option to not participate. No discipline will be initiated against an employee for not participating in the program.

7. Immunization records will be kept in confidence by the OCFA Occupational Health Nurse and forwarded to the employee's medical files at UCI/Center for Occupational and

Environmental Health. The OCFA Occupational Health Nurse will keep and maintain these records in accordance with all applicable local, state, and federal laws, including the Health Insurance Portability and Accountability Act of 1969 (HIPPA). Access to the immunization records stored by OCFA will be restricted to only the Occupational Health Nurse and will not be released without a written consent from the employee. The employee shall have access to and receive a copy of their records upon request. The sole purpose of keeping and maintaining these records is to ensure that all applicable vaccinations and screening records are kept current for those persons participating in this program.

8. Results from blood titers for Hepatitis B will be sent directly to the employee and the OCFA Occupational Health Nurse who is the coordinator of the WEFIT Immunization Program. The blood titers are for purposes of determining levels of antibodies so that a determination can be made on whether the vaccine(s) are necessary. The Hepatitis C screening results will be sent directly to the employee and UCI/Center for Occupational & Environmental Health and not sent to the OCFA Occupational Health Nurse/Immunization Coordinator.

9. An eight (8) member WEFIT Oversight Committee, co-chaired by the OCFA and the OCPFA, will oversee the WEFIT program. Each co-chair shall choose two (2) voting members and one (1) alternate. The additional members of the committee will be nonvoting-members, and will consist of one (1) representative from each of the following groups: Chief Officers Association (COA), and the Orange County Employees Association (OCEA).

The respective chairpersons shall have veto power over any issue that comes before the committee. Issues that are vetoed by a chairperson shall then be moved to the traditional arena of labor/management relations.

## APPENDIX F – OCFA Supplemental Retiree Medical Plan

1. Upon presentation to the OCFA by the OCPFA of a written plan document consistent with the terms of this provision, the OCFA will deduct from all regular, limited-term, part-time (at least twenty [20] hours per week), and probationary employees one (1) percent of their base salary to be deposited into an OCPFA Supplemental Retiree Medical Plan (Plan) trust fund which will serve as a supplement to the OCFA's Retiree Medical Insurance Grant Program. The trust will be identified as the OCPFA Supplemental Retiree Medical Plan and will be separate and apart from the OCFA's Retiree Medical Insurance Grant Program and will be for the sole purpose set forth in paragraphs 2. and 3.
2. The OCPFA will provide a Plan benefit for: (a) all members of the Firefighters Unit and, (b) all members leaving the Firefighter Unit who remain employed elsewhere by the OCFA and who sign authorization statements permitting deductions of one percent (1%) of their base salary to be used for that purpose. Members of the Firefighter Unit consist of employees in those positions set forth in Appendix A of this MOU and any position subsequently added to the Unit.
3. The Plan shall be used solely for the purpose of reducing the cost of OCPFA provided health insurance to members of the Unit who retire on or after April 1, 2002.
4. The Plan, the amount of the benefit provided thereunder, and all costs of providing and administering such Plan shall be the sole responsibility of the OCPFA. Except for the obligation to transmit funds to the Plan trust, the OCFA shall not be responsible for any other matter related to the Plan including any cost of providing or administering said Plan. In the administration of this Plan, the OCPFA shall be responsible for coordinating the benefit provided herein with the Orange County Employees Retirement System to ensure that the benefit is not paid in cash to the retiree.
5. The OCPFA shall provide the OCFA with a copy of an annual audit of administering the Plan. The annual audit report shall include actual cost of the 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 for audit and/or inspection by the OCFA or its agents upon request and a thirty- (30) day notice.
6. The 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 within the meaning of the Internal Revenue Code such that the one (1) percent of base salary may be treated as non-taxable compensation. The OCFA is relies on the representation of the OCPFA and on the OCPFA's compliance with all laws and regulations relating to the provision of the benefits provided herein on a pre-tax basis.
7. The OCPFA shall defend, indemnify, and hold the OCFA harmless from any claims, costs, or legal action arising out of or in any way related to the Plan administered and/or provided herein. The OCFA 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 OCFA; provided, however, that said funds will be transmitted to the OCPFA for the Plan trust fund purposes.
9. The provisions of this Appendix shall not be subject to the grievance and arbitration provisions of this MOU.
10. The one (1) percent of base salary used to fund the benefit herein shall be considered as part of the base salary for purposes of determining "Total Compensation" pursuant to Article XXVII of the MOU.
11. This Appendix shall terminate upon the occurrence of any of the following events: (a) written request by the OCPFA, (b) dissolution of the trust fund, or (c) cessation of trust fund benefits.

Stephen M. Wontrobski  
27132 Sombras  
Mission Viejo, CA 92692

April 23, 2015

Board of Directors Members  
Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

Ref: Firefighters Contract (MOU) Approval

Dear Board of Director Members:

I continue to express my objection to the ratification of the proposed OCFA Firefighters Union Memorandum of Understanding (MOU). As previously stated it is simply a continuation of excessive wage and fringe benefit costs and wasteful staffing and work rules.

The MOU is devoid of any meaningful compensation, fringe benefit, work rule and staffing changes. It contains:

1. No two-tier wage system.
2. No major reduction in fringe benefits.
3. No adoption of any non-24 hour shift schedule.
4. No provision for the use of discretionary overtime, rather than employment of contractually forced mandatory backfill.
5. No provision for major increased usage of the Reserve Firefighters Program to lower overtime wage costs related to worker absences, caused by sickness, vacation, injury, open house events to the public, etc.
6. No complete elimination of the mandatory engine staffing requirement.
7. No switch to a 401 defined contribution plan for pension payments, rather than the current defined benefit plan.

The entire list of “No” items above benefits only the union workers without any consideration given to the interests of the taxpayer. This is the group, which is forced to pay all of the excessive labor costs dictated by the MOU.

There are many ways to control excessive firefighter labor compensation costs without any decrease in public safety. The existing MOU rejects the use of all truly major cost saving measures, which are being effectively used in other jurisdictions.

The new upcoming MOU currently under negotiation must contain meaningful compensation, work rule, and staffing reforms that address the seven major categories listed above. Your attention to and inclusion of these areas of concern in the new upcoming MOU would be greatly appreciated by the taxpaying public. This is the group, who appears to have had no voice in past union contract negotiations.

Sincerely,

Stephen M. Wontrobski

E:ocfamouapproval4-23-15

cc: Orange County Board of Supervisors



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**April 23, 2015**

**Agenda Item No. 5E**  
**Discussion Calendar**

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**Service Delivery Enhancements**

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**Contact(s) for Further Information**

Brian Young, Assistant Chief  
Organizational Planning Department

[brianyoung@ocfa.org](mailto:brianyoung@ocfa.org)

714.573.6014

Dave Thomas, Assistant Chief  
Operations Department

[davethomas@ocfa.org](mailto:davethomas@ocfa.org)

714.573.6012

**Summary**

This agenda item is submitted to provide an overview of the first phase of “Proposed Emergency Medical Services (EMS) Service Delivery Enhancements” (as identified in the 180-Day Plan as Initiative 3.1) targeted for implementation in FY 2015/16. While this is a very complex issue, in an attempt to minimize Board presentations, staff has prepared a 15-minute presentation that will only be presented if desired by the Board Chair.

**Prior Board/Committee Action**

Not Applicable.

**Recommended Action(s)**

1. Direct staff to include funding for these phase-one enhancements in the proposed FY 2015/16 budget.
2. Direct staff to continue to evaluate and recommend the phase-in of service enhancements, as feasible, at six month intervals.

**Impact to Cities/County**

These phase-one enhancements will improve service delivery and enhance firefighter safety. Advanced Life Support (ALS) response times and the number of responding units will be reduced. Additionally, the need for automatic aid support from neighboring agencies will be reduced.

**Fiscal Impact**

Upon Board approval, the forthcoming proposed FY 2015/16 budget will include the following service delivery enhancements. The conversion of Yorba Linda Medic 32 to Yorba Linda Paramedic Engine 32 and Yorba Linda Paramedic Engine 10 has an associated cost of \$66,329. The configuration change of Tustin Truck 43 and Laguna Niguel Truck 49 from Paramedic Assessment Units to Paramedic Trucks totals \$132,658 (\$66,329 each). The addition of a fourth firefighter on Dana Point Engine 30 to create Dana Point Paramedic Engine 30 is \$662,409, which is to address a long-standing operational deficiency. The total cost for all recommended enhancements is \$861,396.

## **Background**

Conducting a preliminary analysis of field operations is a key goal that was identified by Fire Chief Bowman in his initial 120-Day Plan and reinforced in the current 180-Day Plan. Several joint labor/management work groups were created to evaluate field operations. These work groups are evaluating emergency service delivery, as well as specialty services, such as hazardous materials response and urban search and rescue. The emergency service deployment work group brought forth these recommended enhancements.

One of the primary objectives identified by the work group was to reduce the number of units that respond to emergency incidents. The current service delivery model of the OCFA occurs in a variety of models. When a medical-related incident is dispatched, the configuration of the involved units determines how many units respond. If the unit is a four-person Paramedic Engine or Paramedic Truck, that single unit responds to the incident. If one of the units is a Basic Life Support Unit (BLS) or a Paramedic Assessment Unit (PAU), then a second paramedic unit is required to respond, thereby creating a two unit response. The need to have multiple units respond to a single incident has an impact on available resources within the OCFA delivery area, as well as neighboring automatic aid agencies.

Dana Point, Laguna Niguel, Tustin, and Yorba Linda are the first reconfigurations proposed to be implemented in phase one. Based on statistical data, these jurisdictions were recognized as target areas that could be remedied with minor alterations. The proposed service delivery enhancements come in three models. The first is the conversion of Laguna Niguel Truck 49 and Tustin Truck 43 from four-firefighter Paramedic Assessment Units to four-firefighter Paramedic Trucks, which requires adding a paramedic bonus (\$66,329) to each truck to cover the three shifts. The second is the conversion of Yorba Linda Medic 32 from a two-firefighter paramedic van to a four-firefighter Paramedic Engine 32 and a four-firefighter Paramedic Engine 10, which requires adding a single paramedic bonus (\$66,329) to Engine 32 to cover the three shifts. Lastly, the addition of a fourth firefighter to Dana Point Paramedic Assessment Unit 30 will create Paramedic Engine 30. The cost of adding the fourth firefighter to cover three shifts is \$662,409.

The desired outcome of these changes will be measured by response data during the first six months of FY 2015/16, with the intent to decrease the number of responding units, improve Advanced Life Support (ALS) response times, improve unit availability for simultaneous emergencies, and decrease the impact on neighboring jurisdictions.

We will return to the Board in six months with the results of these improvements. At that time, we will also propose the next series of enhancements based upon achieving positive outcomes in phase one and our ability to maintain fiscal accountability moving forward.

## **Attachment(s)**

Action Plan FY 2015/16 Proposed Service Enhancements

# ACTION PLAN

## FY 2015/16 Proposed Service Enhancements

<b>Deadline:</b> 7/10/15	<b>Project:</b> Obtain City Manager (CM) support and Board of Directors (BoD) approval to implement frontline service enhancements in Dana Point (DP), Laguna Niguel (LN), Yorba Linda (YL), and Tustin (TST). Begin a broader education with cities regarding future service enhancements that are proposed to be phased-in at each 6-month interval, subject to available funding and city support.
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Action Steps	Primary	Secondary	Due
Finalize those service changes which are to be proposed with the first phase of enhancements	Schroeder & Young	OCPFA & COA Leadership	3/6/15
Strategize with Exec Team for 4/9 CM Technical Advisory Committee (TAC) presentation	Schroeder & Young	Thomas, Zeller, Smith	3/25/15
Provide "Day in the Life" narrated demos of emergency medical and fire suppression responses for BoD members and CMs	Thomas	Bowman, Pardi, Young, Schroeder	3/28/15
Meet w/DP CM & BoD Rep to explain proposed E30 enhancement	Young	Bowman, Zeller, Thomas, Abel	3/31/15
Prepare and practice Service Enhancement presentation for 4/9 CM TAC and 4/23 BoD mtg	Young	Exec Team	4/1/15
Meet w/TST CM & BoD Rep to explain proposed T43 enhancement & impact to service charge	Young	Bowman, Zeller, Thomas, Schroeder, Concepcion	4/7/15
Meet w/YL CM & BoD Rep to explain proposed E32 enhancement	Young	Bowman, Zeller, Thomas, Schroeder, Concepcion	4/9/15
Present enhancements to CM TAC; educate on future plans to phase-in enhancements	Young	Exec Team	4/9/15
Prepare and practice Budget presentation for CM B&FC, Labor, OCFA B&FC ,and Board	Zeller	Exec Team	4/15/15
Obtain CM B&FC support of Proposed Budget, including the cost of the enhancements	Zeller	Schroeder & Young	4/20/15
Present enhancements to BoD; educate on future plans to phase-in enhancements	Young	Exec Team	4/23/15
Obtain OCEA/COA/OCFAMA support of Proposed Budget, including the cost of the enhancements	Zeller	Schroeder & Young	4/27/15

# ACTION PLAN

## FY 2015/16 Proposed Service Enhancements

Action Steps	Primary	Secondary	Due
Obtain 3631 support of Proposed Budget, including the cost of the enhancements	Zeller	Schroeder & Young	4/28/15
Provide "Day in the Life" narrated demos of emergency medical and fire suppression responses for BoD members and CMs	Thomas	Bowman, Pardi, Young, Schroeder	5/9/15
Obtain OCFA B&FC support of Proposed Budget, including the cost of the enhancements	Zeller	Schroeder & Young	5/13/15
Obtain Board of Directors support of Proposed Budget, including the cost of the enhancements	Zeller	Schroeder & Young	5/28/15
Obtain County EMS approval for added PMs	Lockhart	Schroeder & Young	6/1/15
Provide necessary medic equipment/supplies for enhanced PM trucks/engines	Lockhart	Leonard	6/1/15
Obtain agreement from new Ambulance providers to return our PMs to stations	Ruane	Leonard & Lockhart	6/1/15
Coordinate preferential bid process to fill new or modified positions	Thomas	Staffing	6/15/15
Advise ECC of changes in service configurations	Schroeder & Young	Anderson	6/15/15
Develop metrics to monitor response time changes from enhancements	Young	Johnson & Hernandez	6/30/15
Go-Live with enhancements			7/10/15



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Meeting  
April 23, 2015

Agenda Item No. 5F  
Discussion Calendar

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**Legislative Update AB 1217**

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**Contact(s) for Further Information**

Sandy Cooney, Director Communications and Public Affairs	<a href="mailto:sandycooney@ocfa.org">sandycooney@ocfa.org</a>	714.573.6801
Jay Barkman, Legislative Analyst	<a href="mailto:jaybarkman@ocfa.org">jaybarkman@ocfa.org</a>	714.573.6048

**Summary**

This item is submitted to review input provided on AB 1217 (Daly) and to direct OCFA staff on the Board's position.

**Prior Board/Committee Action**

At its March 19, 2015, meeting, the Executive Committee directed staff to solicit position input from its member agencies, request a meeting with Assemblyman Tom Daly (D-Anaheim), and conduct research on other joint powers authorities and their structure.

At its April 9, 2015, meeting, the City Managers' Technical Advisory Committee (TAC) reviewed and discussed AB 1217. The TAC indicated that is opposed to the bill on the grounds that it would be an unprecedented, intrusive legislative action to change the terms of the JPA, especially when the members have the ability to change the terms locally through the JPA itself (Attachment 1).

At the April 16, 2015, Executive Committee meeting, staff presented an update regarding other joint powers authorities and their structure, and regarding input received from member cities. Any action taken by the Executive Committee at the April 16 meeting will either be provided to the Board verbally at the April 23 meeting, or supplemental agenda materials will be provided.

**Recommended Action(s)**

1. Offer a motion to establish the Board's position on AB 1217.
2. Direct staff to evaluate and develop an outreach strategy to support the Board's position.

**Impact to Cities/County**

Specific impacts are discussed under the background.

**Fiscal Impact**

Not Applicable.

## **Background**

At its March 19, 2015, meeting, the Executive Committee directed staff to solicit input from OCFA's member agencies. Several member cities have considered the matter, with outcomes summarized on the attached Matrix of Member Agency Input (Attachment 2). In addition, several cities have provided letters stating their position (Attachment 3). At the time of writing this report, some member cities had not yet considered this matter so any additional input received will be provided at the Board meeting.

In addition, staff has attached a matrix of fire agencies, special districts, JPAs, and governance summarizing the structures of other regional fire agency boards (Attachment 4).

Staff was also directed to engage Assemblyman Daly's staff to request a meeting for the Board Chair, Board Vice-Chair, and Fire Chief. This meeting has been scheduled for Friday, April 24, 2015. Staff has been informed that amendments are under consideration although no official language has been made public at the writing of this report.

The information previously provided to the Executive Committee and OCFA's member agencies regarding the bill is provided as Attachment 5.

## **Attachment(s)**

1. Position Letter from OCFA City Managers' Technical Advisory Committee
2. Matrix of Member Agency Input
3. Position Letters (received to date) from OCFA Member Agencies
4. Matrix of Fire Agencies and Governance
5. AB 1217 Summary Information



# City of Seal Beach

Attachment 1

CITY HALL  
211 EIGHTH STREET  
SEAL BEACH, CA 90740  
(562) 431-2527  
[www.sealbeachca.gov](http://www.sealbeachca.gov)

April 15, 2015

Al Murray, Chair  
Orange County Fire Authority Board of Directors  
1 Fire Authority Road  
Irvine, CA 92612

Dear Chair Murray & Board of Directors:

On behalf of the Orange County Fire Authority City Managers' Technical Advisory Committee (TAC), I would like to hereby notify the Board of Directors that following a review and discussion by a majority of our membership, the TAC is opposed to AB 1217 (Daly). Furthermore, the TAC's recommendation to the OCFA Board of Directors is to formally oppose this legislation.

As you know, the Orange County Fire Authority was formed as a Joint Powers Authority (JPA) with the foundational purpose to provide a means for member cities to formally and equally share governance for fire and emergency medical services, including the appointment of a Board member and alternate to represent each member city on the Board of Directors. Our JPA has been in place for over 20 years, and member agencies, under the JPA, have the authority and ability to change the composition of the OCFA Board of Directors by a two-thirds vote. Regardless of the merits of the proposed changes, the TAC is opposed to AB 1217 first and foremost on the grounds that it would be an unprecedented, intrusive legislative action to change the terms of our JPA when our members have the ability to change the terms locally through the JPA itself. This legislation, if passed, could have far-reaching consequences for any and all JPAs throughout the state.

Therefore, the Orange County Fire Authority City Managers Technical Advisory Committee hereby opposes AB 1217 and any additional attempts to legislatively alter the composition, structure or selection process of the OCFA Board of Directors. This decision should remain locally with the OCFA JPA and all 25 of its Board of Director representatives, especially given that legislative action through special legislation is not necessary to effectuate any change.

Sincerely,



Jill R. Ingram

Chair

OCFA City Managers Technical Advisory Committee

cc: Orange County Fire Authority Board of Directors  
OCFA City Managers Technical Advisory Committee

## Matrix of Member Agency Input

Member Agency	Mayor/Chair	OCFA Director	Action Taken
Aliso Viejo	William Phillips	Phillip Tsunoda	4/15 – 5-0 Opposed
Buena Park	Arthur Brown	Elizabeth Swift	4/14 – 5-0 Opposed
County of Orange	Todd Spitzer	Lisa Bartlett Todd Spitzer	3/24 – “Watch” (Sup. Bartlett “highly concerned with negative impacts” upon 5 <sup>th</sup> Sup. District cities)
Cypress	Rob Johnson	Rob Johnson	4/13 – 5-0 Opposed
Dana Point	Carlos Olvera	Joseph Muller	4/7 – 5-0 Opposed (unless amended)
Irvine	Steven Choi	Jeffrey Lalloway	TBD
La Palma	Peter Kim	Gerard Goedhart	4/7 – 5-0 Opposed
Laguna Hills	Dore Gilbert	Don Sedgwick	4/14 – 5-0 Opposed
Laguna Niguel	Jerry McCloskey	Jerry McCloskey	4/7 – 5-0 Opposed
Laguna Woods	Cynthia Conners	Noel Hatch	4/15 – 5-0 Opposed
Lake Forest	Scott Voigts	Dwight Robinson	4/7 – 5-0 Opposed (unless amended)
Los Alamitos	Richard Murphy	Warren Kusumoto	4/13 – 5-0 Opposed
Mission Viejo	Cathy Schlicht	Ed Sachs	4/6 – 5-0 Opposed (also on 4/20 agenda for additional direction)
Placentia	Chad Wanke	Craig Green	4/21 – Agenda w/recommended oppose
Rancho Santa Margarita	Bradley McGirr	Carol Gamble	4/8 – 5-0 Opposed (direction to consider south county JPA)

## Matrix of Member Agency Input

Member Agency	Mayor/Chair	OCFA Director	Action Taken
San Clemente	Chris Hamm	Bob Baker	4/21 – Agenda w/recommended oppose
San Juan Capistrano	Derek Reeve	John Perry	TBD
Santa Ana	Miguel Pulido	Angelica Amezcua	4/7 – 7-0 Support
Seal Beach	Ellery Deaton	David Sloan	4/13 – 5-0 Opposed
Stanton	Alexander Ethans	David Shawver	TBD
Tustin	Charles Puckett	Al Murray	4/21 Agenda
Villa Park	Diana Fascenelli	Rick Barnett	4/28 Agenda
Westminster	Tri Ta	Tri Ta	4/15 – 5-0 Opposed
Yorba Linda	Gene Hernandez	Gene Hernandez	4/7 – 5-0 Opposed

Current Position Totals:

- 15 Opposed
- 1 Support
- 1 Watch
- 4 Scheduled for consideration (Date of Meeting)
- 3 Not yet scheduled (TBD)

## CITY OF DANA POINT



## CITY COUNCIL

April 8, 2015

The Honorable Tom Daly  
 Assembly member, 69<sup>th</sup> District  
 California State Assembly  
 California State Capitol  
 P.O. Box 942849  
 Sacramento, CA 94249-0069

**Carlos N. Olvera**  
 Mayor

**John A. Tomlinson**  
 Mayor Pro Tem

**Joseph L. Muller**

**J. Scott Schoeffel**

**Richard A. Viczorek**

RE: **AB 1217 - LEGISLATION CHANGING ORANGE COUNTY FIRE  
 AUTHORITY'S (OCFA) BOARD COMPOSITION**

Dear Assembly member Daly,

At our April 7, 2015 City Council meeting, the Dana Point City Council took unanimous action to oppose your Bill (AB 1217) as it is currently written. AB 1217 severely and disproportionately diminishes the voice of many member cities, and especially for those with smaller populations, like Dana Point. Under the proposed legislation, one of the two representatives from each County District would be appointed on a population-weighted basis. Dana Point has the third lowest population of the member cities in District 5 (ahead of Laguna Hills and Laguna Woods). Thus, Dana Point's representation on the Board would be even further diminished.

Dana Point has for years been second only to Irvine in the amount of property taxes paid by its' residents that exceeds OCFA's actual cost to provide service to Dana Point. In short, Dana Point is one of the few "donor" cities, second only to Irvine, that continually pays in more than it costs to provide fire protection service to the City (@\$3 million annual surplus). Restated, this proposal takes the second largest donor city, and reduces its representation on the governing body to an inconsequential level. Staff feels that, at a minimum, any changes to the OCFA Board structure imposed by legislation should consider and ensure that any city that is a donor city **would be guaranteed** a seat on the governing board.

Nearly half of the current OCFA member cities are in County District 5, and the resulting fallout from AB 1217 would be that 10 of 23 current member cities would on be represented by only two cities. The real effect is the diminution of control of OCFA board seats for all these cities, from the current combined 40 percent of the OCFA Board's representation, down to only 15 percent. The shift of representation is simply too much, especially without allowing the affected cities to be part of the decision.

While the Dana Point City Council appreciates that concerns exist regarding the ability of the OCFA Board to effectively operate in light of its size, it does not believe that the

*Harboring the Good Life*

proposed legislation is in the City's best interest. In addition, the other 13 non-County District 5 member cities would get eight representatives. The result is an increase from 52 percent to 61.5 percent control. Further, County District 1 and County District 4 only have 2 member cities, and would each be given the same proportionate number of seats as the ten cities in District 5.

For your reference, I have included a copy of the staff report that Dana Point took unanimous action on. As Assembly Bills work their way through the legislative process, they are often edited based upon input from local agencies and constituents. I would ask that you take our concerns into account and edit the Bill to allow Dana Point the representation on the OCFA Board that it is rightfully entitled. Should these edits be made, I am sure that our City Council would revisit its current position. If you have any questions, please do not hesitate to contact our City Manager, Doug Chotkevys, at 949.248.3513.

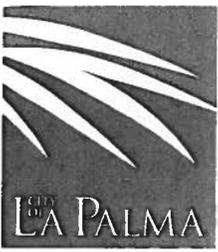
Sincerely,



Carlos N. Olvera  
Mayor

#### Attachment

C: Pat Bates, California State Senator, 36<sup>th</sup> District  
Bill Brough, California State Assembly member, 73<sup>rd</sup> District  
Supervisor Todd Spitzer, Chairman Orange County Board of Supervisors  
Supervisor Lisa Bartlett, Fifth District Orange County Board of Supervisors  
Supervisor Andrew Do, First District Orange County Board of Supervisors  
Supervisor Michelle Steel, Second District Orange County Board of Supervisors  
Supervisor Todd Spitzer, Third District Orange County Board of Supervisors  
The Honorable Mayor and Dana Point City Council  
Douglas C. Chotkevys, Dana Point City Manager  
A. Patrick Munoz, Dana Point City Attorney  
Orange County Fire Authority Board  
Chief Jeff Bowman, Orange County Fire Authority



April 9, 2015

Hon. Young Kim  
California State Assembly  
PO Box 942849  
Sacramento, CA 94249-0065

RE: Oppose AB 1217 (Daly)

Dear Assemblywoman Kim:

On behalf of the City Council of the City of La Palma, I ask that you oppose AB 1217 (Daly) dealing with the restructuring of the Orange County Fire Authority Board of Directors.

This bill would reduce the size of the Board of Directors of this locally created joint powers authority, actually increasing the representation of the County Board of Supervisors (to a quorum of the supervisors) and reducing the number of city representatives to ten. Currently every member city, whether a structural fire agency or a contract agency, have one elected member on the board. This would not only impact the voice of cities in general, but specifically the voice of smaller cities such as La Palma.

As you know, the City Council has protection of local authority and control as a key provision and this bill undermines that control by imposing a structure on the OCFA different from the one which the members have chosen for themselves. This is a particular concern when the services being rendered are as basic to healthy communities as fire prevention, protection and emergency medical services.

Should this bill come before you, I would ask that you vote no given these concerns. Thank you for your consideration of these issues and your steadfast support for our community.

Sincerely,

Peter Kim

Mayor

City of La Palma

cc: Assemblyman Daly  
OCFA  
Tony Cardenas, League of California Cities  
Diana Coronado, ACC-OC

---

[www.cityoflapalma.org](http://www.cityoflapalma.org)  
7822 Walker Street  
La Palma, CA 90623-1771

PHONE  
714 690 3300  
FAX  
714 523 2141



## CITY of LAGUNA NIGUEL

30111 Crown Valley Parkway • Laguna Niguel, California 92677  
Phone/949•362•4300 Fax/949•362•4340

## CITY COUNCIL

Laurie Davies  
Elaine Gennawey  
Jerry McCloskey  
Fred Minagar  
Jerry Slusiewicz

April 8, 2015

The Honorable Tom Daly  
California State Assembly- 69th  
District California State Capitol,  
Room 3126 Sacramento, CA 95814

### **RE: AB 1217 (Daly) OCFA Board of Directors Composition - OPPOSE**

Dear Assemblyman Daly:

The City of Laguna Niguel opposes AB 1217 that will reduce the number of directors governing the Orange County Fire Authority.

We believe that local municipalities should have direct representation on the Board of Directors. OCFA's foundation is built on its partners having an explicit voice in the governance of its public safety provider. AB 1217 will impede our ability for expression of concerns with regard to policy, deployment, and financial sustainability. Under the proposed legislation, the 5<sup>th</sup> District would be disproportionately under represented with the Board composition representing south Orange County cities being reduced from its current 11 Directors to only two (2) Directors. This will significantly impede and negatively affect the ability of the south Orange County contract cities from having a meaningful and equal voice in OCFA.

Thank you for considering the comments of our City and I encourage your reconsideration of the proposed legislation. Please feel free to contact Assistant City Manager Daniel Fox at (949) 362-4300 with any questions you may have about our position on this issue.

Sincerely,

Jerry McCloskey  
Mayor

Cc: Senator Patricia Bates, California's 36<sup>th</sup> Senate District  
Supervisor Lisa Bartlett, Orange County's 5<sup>th</sup> District  
Chairman Al Murray, OCFA Board of Directors  
Vice-Chair Gene Hernandez, OCFA Board of Directors  
Fire Chief Jeff Bowman, Orange County Fire Authority



CITY OF  
**Los Alamitos**  
*California*

3191 Katella Avenue  
Los Alamitos, CA 90720-5600  
Telephone: (562) 431-3538  
FAX: (562) 493-1255  
[www.cityoflosalamitos.org](http://www.cityoflosalamitos.org)

April 14, 2015

Honorable Tom Daly  
P.O. Box 942849  
Sacramento, CA 94249

**SUBJECT: OPPOSE – AB 1217 (DALY) REGARDING THE ORANGE COUNTY FIRE  
AUTHORITY BOARD OF DIRECTORS**

Assemblyman Daly,

At its April 13, 2015, the City of Los Alamitos unanimously voted to oppose AB 1217 (Daly), a bill that would alter the composition of OCFA's Board of Directors. The legislation mirrors the process by which OCTA board members are selected. AB 1217 would reduce the number of OCFA directors to 13; three county supervisors and 10 city representatives.

**Importance of OCFA Board of Directors to the City of Los Alamitos**

AB 1217 would alter the form and make-up of OCFA Board of Directors and it would impair the terms of the existing Joint Powers Agreement. Under the current JPA, the Board of Directors is empowered to amend the agreement and adjust the composition of the governing body through a two-thirds vote of all members. AB 1217 imposes changes to the JPA and places board members at risk of losing key contract terms that were specifically negotiated by members, for members.

AB 1217 proposes selection of city representatives within Supervisorial districts, but this does not account for the fact that the number of cities in each district is not equal. The bill also fails to specify how the three supervisors are to be selected; by the Board of Supervisors or via the OCFA City Selection Committee created by the bill. The committee itself is not comprised of any supervisors.

AB 1217 would unequivocally marginalize the voice of the City of Los Alamitos and other small cities in Orange County. The City of Los Alamitos remains committed to legislation that advocates fair and proportionate representation on countywide and regional boards. For this and the reasons described above, the City of Los Alamitos respectfully opposes AB 1217.

Sincerely,

**CITY OF LOS ALAMITOS**

  
Richard D. Murphy  
Mayor

cc: *Senator Bob Huff*  
*Senator Janet Nguyen*  
*Assembly Member Ling Ling Chang*  
*Assembly Member Don Wagner*

*Senator Tony Mendoza*  
*Assembly Member Travis Allen*  
*Assembly Member Young Kim*  
*Supervisor Michelle Steel*



## CITY OF RANCHO SANTA MARGARITA

April 9, 2015

*Mayor*

Bradley J. McGirr

*Mayor Pro Tempore*

L. Anthony Beall

*Council Members*

Carol A. Gamble

Jerry Holloway

Michael Vaughn

The Honorable Tom Daly  
Assemblymember, District 69  
State Capitol  
P.O. Box 942849  
Sacramento, CA 94249-0069

*City Manager*

Jennifer M. Cervantez

**RE: AB 1217 (Daly). Notice of Opposition.**

Dear Assemblymember Daly:

On behalf of the City of Rancho Santa Margarita, I would like to inform you of our City Council's opposition to AB 1217 as it relates to the Orange County Fire Authority Board of Directors. This bill creates several inequities in the selection process and Board composition, and would severely limit City representation on the OCFA Board. We respectfully urge you to withdraw your legislation and, instead, allow the OCFA member agencies to decide if and how any changes to the Board should be made.

First and foremost, there is no indication of any current problem with the Board structure or selection process that needs to be addressed by state legislation. The OCFA itself has the authority and ability to make changes to its composition and selection process by a 2/3 vote of the membership. This decision should remain with OCFA and its representatives; legislative action by way of special legislation is not necessary to effectuate any change.

Second, the Board structure proposed by AB 1217 would drastically alter the balance of representation in favor of the Orange County Board of Supervisors, which would be disproportionate to the populations served by OCFA. Presently, the Board of Supervisors has two of the 25 Board seats, accounting for approximately eight percent of the Board, and the population they represent accounts for approximately seven percent of the total population served by OCFA. Under AB 1217, the Board of Supervisors would have three of the 13 seats, accounting for 23 percent of the Board. Yet, they would still represent only seven percent of the total population served by OCFA, resulting in a disproportionate number of seats to the population served.



Third, the proposed selection process is unequitable and unbalanced. AB 1217 seeks to create a new selection system based on the supervisorial district. There would be two seats in each supervisorial district; one would be selected on a population weighted voted and the second would be selected on a one-city, one-vote basis. Because not every city is a member of OCFA, each of the supervisorial districts has a different population. The average population of each district is between 590,000 and 610,000, or roughly 20 percent of the County's total population. However, for the purposes of AB 1217, the populations served in each district range from approximately 109,977 in District 4 to approximately 600,000 in District 5. The cities and residents in those supervisorial districts with higher populations served by OCFA will have less representation on the OCFA Board of Directors on a proportional basis than those supervisorial districts with smaller populations served by OCFA.

There is also a concern that cash contract cities will have a disproportionate number of seats on the Board under the proposed structure, in which four cash contract cities would presumably have guaranteed seats – Santa Ana, Westminster, Buena Park and Placentia – representing 30 percent of the Board. Similarly, the selection process could result in one city having two representatives on a seat by receiving both the population weighted vote and the per-city vote for their supervisorial district. The impact of this disproportionate selection system could undermine the service goals and objectives of structural fire fund cities.

Finally, the proposed Board composition and selection process is similar, although not identical, to the Board composition and selection process for the Orange County Transportation Authority, which is cited as the example for this change. There are significant dissimilarities between OCFA and OCTA therefore, applying the OCTA Board structure to OCFA is inappropriate.

Cities do not contract with the Orange County Transportation Authority (OCTA) and they do not provide funding directly from city General Fund budgets to OCTA, nor do residents pay directly from their property taxes into OCTA. General funding for OCTA comes from Measure M (sales tax) funds, federal funds, and service fees (i.e. bus/Metrolink fares). OCTA, while it manages the transportation systems for the entire county and administers various grant funds that are provided to cities, does not provide decisions at its Board level that have a direct contractually fiscal impact on their participating cities. Additionally, all cities are essentially "members" of OCTA and the supervisorial districts account for equal population in each district.



By contrast, not all Orange County cities are members of OCFA and a selection system based on supervisorial districts does not work since some supervisorial districts will have different member populations than others. Moreover, cities that contract with OCFA do provide funding as a line item in their General Fund budgets for those services. Similarly, residents in structural fire fund cities (SFF) pay a portion of their property taxes directly to OCFA. In either case, the budgetary and/or service level decisions made by the OCFA Board need to have input by all cities that they serve, not just the cash contract cities or a small handful of cities.

In closing, I would also like to remind you that the changes to the OCTA Board composition and selection process that were made nearly 15 years ago were initiated by the member cities themselves and no other means were available other than special legislation. The selection process and Board structure were the result of many discussions and compromises by the various cities who agreed to the bill language that was ultimately signed into law.

Again, the City Council of the City of Rancho Santa Margarita is opposed to AB 1217 and we respectfully request that you reconsider this bill in its entirety.

Sincerely,

Bradley J. McGirr  
Mayor

Enclosure

Cc: OCFA Board of Directors  
Orange County Board of Supervisors  
League of California Cities  
Assemblymember Bill Brough

**RESOLUTION NO. 15-04-08-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
RANCHO SANTA MARGARITA, CALIFORNIA, OPPOSING  
ASSEMBLY BILL 1217 (DALY)**

The City Council of the City of Rancho Santa Margarita, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Rancho Santa Margarita (City) is a member of the Orange County Fire Authority (OCFA), a Joint Powers Authority that provides regional fire suppression and emergency medical service; and

WHEREAS, OCFA is governed by a 25-member Board of Directors, comprised of one representative from each of its 23 member cities and two members of the Orange County Board of Supervisors; and

WHEREAS, the City Council annually selects at a regularly scheduled City Council meeting its representative to serve on the OCFA Board of Directors; and

WHEREAS, the members of the OCFA Board of Directors convene both as a general body and in committees to discuss the operations and finance of OCFA; and

WHEREAS, the member agencies may change the composition of the OCFA Board of Directors by a two-thirds vote; and

WHEREAS, Assemblymember Tom Daly (D-Anaheim) has authored legislation to significantly alter the composition and structure of the OCFA Board, known as Assembly Bill 1217; and

WHEREAS, AB 1217 would reduce the number of seats from 25 to 13, increasing the proportional representation of the County Board of Supervisors from two to three, and decreasing the proportional representation of cities from 23 to 10; and

WHEREAS, AB 1217 would also change the process by which representatives are selected by creating a new city selection committee to vote on two seats per supervisorial district, one on a weighted population basis and one on a one-city, one-vote basis; and

WHEREAS, the proposed Board composition, structure and selection process would disproportionately favor the County Board of Supervisors, who represent approximately seven percent of the population served by OCFA, but under AB 1217 would account for nearly one-quarter of the Board membership; and

WHEREAS, the selection process of seats by supervisorial district severely skew the representation among and between districts with vastly different population figures served by OCFA, resulting in the disenfranchisement of several cities and their residents, primarily in the Fifth District representing South Orange County cities; and

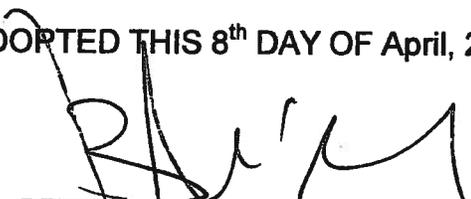
WHEREAS, these proposed changes, if approved by the Legislature, would harm member cities of OCFA by reducing their representation of their citizens and minimizing their opportunities for input into important service, operational and budgetary matters relating to fire suppression and emergency medical service.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO SANTA MARGARITA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council hereby opposes Assembly Bill 1217 and any further or additional attempts to legislatively alter the composition, structure and selection process of the Orange County Fire Authority Board of Directors.

SECTION 2. That the City Council hereby authorizes the Mayor and the City's representative on the OCFA Board of Directors to sign a letter opposing AB 1217, and further directs staff to send a copy of this resolution and the opposition letter to Assemblymember Daly and other interested parties.

PASSED, APPROVED, AND ADOPTED THIS 8<sup>th</sup> DAY OF April, 2015.

  
\_\_\_\_\_  
BRADLEY J. MCGIRR, MAYOR

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Amy Diaz, City Clerk of the City of Rancho Santa Margarita, California, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Rancho Santa Margarita City Council at its regular meeting held on the 8<sup>th</sup> day of April, 2015, by the following vote:

AYES: Council Members Gamble, Vaughn, Mayor Pro Tempore Beall and Mayor McGirr (4)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: Council Member Holloway (1)

  
\_\_\_\_\_  
AMY DIAZ, CITY CLERK



# CITY OF SANTA ANA

**MAYOR**

Miguel A. Pulido  
[mpulido@santa-ana.org](mailto:mpulido@santa-ana.org)

**MAYOR PRO TEM**

Vincent F. Sarmiento  
Ward 1  
[vsarmiento@santa-ana.org](mailto:vsarmiento@santa-ana.org)

**COUNCILMEMBERS**

Angelica Amezcua  
Ward 3  
[aamezcua@santa-ana.org](mailto:aamezcua@santa-ana.org)

P. David Benavides  
Ward 4  
[dbenavides@santa-ana.org](mailto:dbenavides@santa-ana.org)

Michele Martinez  
Ward 2  
[mmartinez@santa-ana.org](mailto:mmartinez@santa-ana.org)

Roman Reyna  
Ward 5  
[rrevna@santa-ana.org](mailto:rrevna@santa-ana.org)

Sal Tinajero  
Ward 6  
[stinajero@santa-ana.org](mailto:stinajero@santa-ana.org)

April 15, 2015

The Honorable Tom Daly  
2400 E. Katella, Ste. 640  
Anaheim, CA 92806

**RE: City of Santa Ana Support for Assembly Bill 1217**

Dear Assemblymember Daly,

On April 7, 2015 the Santa Ana City Council voted unanimously to support your legislation, Assembly Bill 1217, which restructures and modernizes the governing structure of the Orange County Fire Authority (OCFA). After twenty years in existence, it is appropriate that the current twenty-five member OCFA governing board structure be reviewed.

Assembly Bill 1217 proposes a smaller, streamlined board of 13 members. Modeled after the Orange County Transportation Authority, this structure will ensure that the City of Santa Ana has a stronger voice on policy matters considered by the OCFA Board of Directors. A smaller board also facilitates consensus and governing for a crucially important agency serving over 1.7 million residents.

In 2012, the Santa Ana City Council joined the Orange County Fire Authority. This decision has saved Santa Ana millions of dollars annually while maintaining all ten of our city's fire stations. The Orange County Fire Authority has provided great service to the city -- in fact, one out of five residents served by OCFA lives in Santa Ana.

Sincerely,

Miguel A. Pulido  
Mayor

cc: Chair Al Murray, Board of Directors, Orange County Fire Authority  
Deputy Chief Devin Leonard, OCFA  
Orange County Legislative Delegation  
Santa Ana City Council  
Santa Ana City Manager

**CITY ATTORNEY**  
Sonia R. Carvalho

**CITY MANAGER**  
David Cavazos

**CLERK OF THE COUNCIL**  
Maria D. Huizar



# City of Seal Beach

CITY HALL  
211 EIGHTH STREET  
SEAL BEACH, CA 90740  
(562) 431-2527  
[www.sealbeachca.gov](http://www.sealbeachca.gov)

April 15, 2015

Honorable Tom Daly  
P.O. Box 942849  
Sacramento, CA 94249

**RE: AB 1217 (DALY) . Orange County Fire Authority.**  
**POSITION: OPPOSE**

Dear Assemblyman Daly,

On April 13, 2015, the Seal Beach City Council unanimously voted to oppose AB 1217 (Daly), a bill that would alter the composition of the Orange County Fire Authority's Board of Directors.

The City Council has always advocated for local control with the specific goal of preserving and protecting the City's powers, duties and prerogatives to enact legislation and policy direction concerning local affairs, and oppose any legislation that would preempt local authority. AB 1217 undermines local control and diminishes the voice of smaller cities such as Seal Beach.

The Orange County Fire Authority was formed in 1995 as a Joint Powers Authority (JPA) with the foundational purpose to provide a means for member cities to formally and equally share governance for fire and emergency medical services, including the appointment of a Board member and alternate to represent each member city on the Board of Directors. The JPA has been in place for over 20 years, and member agencies, under the JPA, have the authority and ability to change the composition of the OCFA Board of Directors by a two-thirds vote. AB 1217 would eliminate Board representation for 57 percent of partner cities who currently contract with OCFA, thus denying their contractual right to provide direction, oversight and accountability for the service they pay OCFA to provide.

While the argument of supporters is that the new structure is the same as that in place for the Orange County Transportation Authority (OCTA), the provision of fire, rescue, and emergency services to local communities is substantially different than the provision of transportation planning and transit services. Additionally, cities do not contract with OCTA and they do not provide funding directly from city General Fund budgets to OCTA. General funding for OCTA comes from Measure M (sales tax) funds, federal funds, and service fees (i.e. bus/Metrolink

fares). OCTA, while it manages the transportation systems for the entire County and administers various grant funds that are provided to cities, the decisions at the OCTA Board level do not have a direct contractually fiscal impact on their participating cities.

Moreover, OCFA is an opt-in service agency that provides a specific public safety service on a 24/7 basis to a city that pays for it from their local funds. OCTA is a regional planning authority that was formed to create integrated Countywide transportation solutions and does not require any of the cities in its service area to opt-in or pay for their services.

Through the JPA, each partner city appoints a representative to the Board of Directors in exchange for paying OCFA for its service. AB 1217 eliminates that critical commitment for no sound policy reason, and if approved will only question the value for partner cities to continue contracting for fire and emergency medical services through OCFA, thus needlessly putting OCFA in structural disarray and compromise their ability to provide these critical services. Furthermore, the City of Seal Beach opposes AB 1217 and any additional attempts to legislatively alter the composition, structure or selection process of the OCFA Board of Directors. This decision should remain locally with the OCFA JPA and all 25 of its Board of Director representatives, especially given that legislative action through special legislation is not necessary to effectuate any change.

AB 1217 would unequivocally marginalize the voice of the City of Seal Beach and other small cities in Orange County. The City of Seal Beach remains committed to legislation that advocates fair and proportionate representation on Countywide and regional boards. Thus, for the reasons described above, the City of Seal Beach respectfully opposes AB 1217.

Sincerely,



Mayor Ellery A. Deaton

Cc: Senator Bob Huff  
Senator Janet Nguyen  
Senator Tony Mendoza  
Assemblymember Ling-Ling Chang  
Assemblymember Travis Allen  
Assemblymember Young Kim  
Supervisor Michelle Steel  
OCFA Board of Directors

## Matrix of Fire Agencies, Special Districts, JPAs and Governance

Fire Agencies exist in various models and structures. The municipal fire agency is likely the most common and familiar type in California. In this case, the Fire Chief typically reports to a City Manager/Administrator, or in some cases, directly to the Mayor in cities with a “Strong Mayor” model.

Alternatively, fire agencies may be organized as a Special District. The main provision governing this formation is the Fire District Law of 1987 (Health and Safety Code 13800 et seq). Fire Districts have a long history in California that significantly predates 1987, when the last major reform and revision was conducted. The other alternative for local agencies with the authority to provide fire service is to join together under the Joint Exercise of Powers Act (JPA). Under the JPA model, the forming agencies are free to define their governance structure.

Listed below are a few fire districts, special districts, and one JPA with a summary of their size and governance.

Agency	Type	Governance	Website
<b>Sac Metro Fire</b>	Special District <ul style="list-style-type: none"> <li>42 stations covering two cities, 14 communities, and unincorporated areas of Sacramento County.</li> </ul>	9 Member Board <ul style="list-style-type: none"> <li>Each member elected by voters within a geographical area, or division, of Metro Fire's operational area.</li> </ul>	<a href="http://www.metrofire.ca.gov/">http://www.metrofire.ca.gov/</a>
<b>Los Angeles County Fire</b>	Special District <ul style="list-style-type: none"> <li>170 Fire Stations</li> <li>57 cities and unincorporated areas.</li> </ul>	5 County Board of Supervisors <ul style="list-style-type: none"> <li>Offers contract services.</li> <li>Funded by property taxes, voter approved special property tax assessment (Proposition E) and contract city payments.</li> </ul>	<a href="http://www.fire.lacounty.gov/home/about-us/">http://www.fire.lacounty.gov/home/about-us/</a>
<b>Transportation Corridor Agencies</b>	Double JPA Foothill/Eastern Transportation Corridor Agency and San Joaquin Hills Transportation Corridor Agency; formed to manage planning, financing, const., and operation of state routes 73, 133, 241 and 261 (The Toll Roads)	Elected officials from 18 cities, three members of the OC Board of Supervisors; two boards <ul style="list-style-type: none"> <li>Foothill/Eastern Transportation Corridor Agency- 15 members</li> <li>The San Joaquin Hills Transportation Corridor Agency- 14 members</li> </ul>	<a href="https://www.thetollroads.com/">https://www.thetollroads.com/</a>
<b>Livermore-Pleasanton Fire JPA</b>	City Joint Powers Authority <ul style="list-style-type: none"> <li>10 Stations</li> </ul>	7 member JPA Board <ul style="list-style-type: none"> <li>Mayor, councilmember, city manager from each of the two cities (6) + Fire Chief</li> <li>Funded by each city.</li> </ul>	<a href="http://www.cityoflivermore.net/citygov/fire/about/administration.asp">http://www.cityoflivermore.net/citygov/fire/about/administration.asp</a>

## Matrix of Fire Agencies, Special Districts, JPAs and Governance

Agency	Type	Governance	Website
<b>Moraga Orinda Fire Protection District</b>	Special District <ul style="list-style-type: none"> <li>5 Stations</li> </ul>	5 members elected in specific districts to four year terms. <ul style="list-style-type: none"> <li>Funded by property taxes.</li> </ul>	<a href="http://www.mofd.org/board/directors">http://www.mofd.org/board/directors</a>
<b>Chino Valley Fire District</b>	Special District <ul style="list-style-type: none"> <li>7 Stations</li> </ul>	5 members elected to four year terms. <ul style="list-style-type: none"> <li>Offers contract fire services to two cities and unincorporated communities.</li> <li>Funded by property taxes and contract city payments.</li> </ul>	<a href="http://www.chinovalleyfire.org/Index.aspx?NID=204">http://www.chinovalleyfire.org/Index.aspx?NID=204</a>
<b>Fresno County Fire Protection District</b>	Special District <ul style="list-style-type: none"> <li>13 Stations</li> </ul>	7 members appointed by County Board of Supervisors to serve identified areas. <ul style="list-style-type: none"> <li>Funded by property taxes.</li> </ul>	<a href="http://fresnocountyfire.org/">http://fresnocountyfire.org/</a>
<b>Metropolitan Water District</b>	Special District <ul style="list-style-type: none"> <li>Cooperative of 26 cities and water agencies serving nearly 19 million people in six Southern California counties</li> </ul>	37-member board appointed by the district's 26 member agencies. <ul style="list-style-type: none"> <li>Certain member agencies, (like Municipal Water of Orange County below), have multiple board members.</li> </ul>	<a href="http://www.mwdh2o.com/">http://www.mwdh2o.com/</a>
<b>Municipal Water of Orange County</b>	Special District <ul style="list-style-type: none"> <li>Covers all of Orange County, except Anaheim, Fullerton, and Santa Ana via 28 retail water agencies.</li> </ul>	7-member board, each is elected to a four-year term by voters who reside within one of seven divisions in the service area. Four reps also are appointed by the board to serve on the Met Board.	<a href="http://www.mwdoc.com/">http://www.mwdoc.com/</a>

**Orange County Fire Authority  
AB 1217 (Daly) Summary Information  
Provided to Executive Committee and Member Agencies**

AB 1217 has been introduced by Assemblyman Daly to alter the composition of OCFA’s Board of Directors. The legislation is similar to the process by which OCTA board members are selected. AB 1217 would reduce the number of OCFA directors to 13, including three county supervisors and 10 city representatives. The bill directs that the city representatives are to be elected by an OCFA City Selection Committee created by the legislation. The selection committee would be made up of one representative from each city that contracts with OCFA. Under the proposed bill, five of the city representatives shall be elected, one from each supervisorial district, on a population weighted basis. The remaining five city representatives are to be elected, also one from each supervisorial district, on a “one city, one vote” basis. The bill specifies that all 13 directors shall serve a two-year term. The bill would go into effect January 1, 2018.

AB 1217 would alter the form and make-up of the OCFA Board of Directors, and it would be contrary with the terms of the existing Joint Powers Agreement. Under the current JPA, the member agencies are empowered to amend the agreement and adjust the composition of the governing body through a two-thirds vote of all members. AB 1217 imposes changes to the JPA and places member agencies at risk of losing key contract terms that were specifically negotiated by members, for members.

The bill proposes selection of city representatives within supervisorial districts, but this does not account for the fact that the number of cities in each district is not equal. The bill also fails to specify how the three supervisors are to be selected; by the Board of Supervisors or via the OCFA City Selection Committee created by the bill. The committee itself is not comprised of any supervisors.

<b>District 1</b>	<b>District 2</b>	<b>District 3</b>	<b>District 4</b>	<b>District 5</b>
<ol style="list-style-type: none"> <li>1. <i>Santa Ana</i></li> <li>2. <i>Westminster</i></li> </ol>	<ol style="list-style-type: none"> <li>1. <i>Buena Park*</i></li> <li>2. <i>Cypress</i></li> <li>3. <i>La Palma</i></li> <li>4. <i>Los Alamitos</i></li> <li>5. <i>Seal Beach</i></li> <li>6. <i>Stanton</i></li> </ol>	<ol style="list-style-type: none"> <li>1. <i>Irvine</i></li> <li>2. <i>Tustin</i></li> <li>3. <i>Villa Park</i></li> <li>4. <i>Yorba Linda</i></li> </ol>	<ol style="list-style-type: none"> <li>1. <i>Buena Park</i></li> <li>2. <i>Placentia</i></li> </ol>	<ol style="list-style-type: none"> <li>1. <i>Aliso Viejo</i></li> <li>2. <i>Dana Point</i></li> <li>3. <i>Irvine*</i></li> <li>4. <i>Laguna Hills</i></li> <li>5. <i>Laguna Niguel</i></li> <li>6. <i>Laguna Woods</i></li> <li>7. <i>Lake Forest</i></li> <li>8. <i>Mission Viejo</i></li> <li>9. <i>Rancho Santa Margarita</i></li> <li>10. <i>San Clemente</i></li> <li>11. <i>San Juan Capistrano</i></li> </ol>
<p>§ Italicized text denotes cash contract city</p> <p>§ Asterisk denotes city in two districts and the smaller portion of city that would not be counted as part of that district for voting purposes under bill.</p>				

## Supplemental Information regarding AB 1217

### Executive Committee Summary of Actions

At the April 16, 2015, Executive Committee meeting, staff, as directed by the Committee, presented an update on other types of joint power authorities, fire agencies, special districts, and their governance structure. Staff also relayed input received from member agencies regarding their respective positions on the legislation. The Executive Committee voted (6-1-1, Director Lalloway (Irvine) voted in opposition, Director Shawver (Stanton) abstained, noting that his city had not yet taken a position on the bill.) to recommend that the full Board oppose AB 1217. To date, 19 member cities have voted to oppose the bill, Santa Ana has voted in support, and the County has taken a “watch” position. Villa Park has scheduled a vote for Tuesday, April 28. Placentia cancelled its meeting on Tuesday, April 21 when discussion of the bill was agendaized. Irvine has not scheduled consideration of the legislation.

The following member agencies have since met and voted on AB 1217:

Member Agency	Mayor	OCFA Director	Action Taken
San Clemente	Chris Hamm	Bob Baker	<b>4/21 – 5-0 Opposed</b>
San Juan Capistrano	Derek Reeve	John Perry	<b>4/21 – 5-0 Opposed</b>
Stanton	Alexander Ethans	Dave Shawver	<b>4/21 – 5-0 Opposed</b>
Tustin	Charles Puckett	Al Murray	<b>4/21 – 5-0 Opposed</b>

*The People are the City*



**Mayor**  
CHAD P. WANKE

**Mayor Pro Tem**  
JEREMY B. YAMAGUCHI

**Councilmembers:**  
CRAIG S. GREEN  
SCOTT W. NELSON  
CONSTANCE M. UNDERHILL

**City Clerk:**  
PATRICK J. MELIA

**City Treasurer**  
KEVIN A. LARSON

**Acting City Administrator**  
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

April 23, 2015

Honorable Tom Daly  
California State Assembly  
69<sup>th</sup> District  
State Capitol, Room 3126  
Sacramento, CA 95814

Re: Oppose AB 1217 (Daly) - Orange County Fire Authority Board of Directors  
Composition

Dear Assembly Member Daly,

The City of Placentia opposes AB 1217. As written, this Bill would reduce the number of directors governing the Orange County Fire Authority (OCFA). The City may however support this legislation if amended to reflect that no city shall hold more than two seats on the OCFA Board.

Thank you for considering the comments of our City. Please feel free to contact Acting City Administrator Damien Arrula at (714) 993-8186 with any questions you may have about our opposition.

Sincerely,

Chad P. Wanke,  
Mayor

cc: Craig C. Green, City of Placentia Councilmember and OCFA Board of Directors  
Supervisor Shawn Nelson, Fourth District  
Ling Ling Chang, 55<sup>th</sup> Assembly District  
Bob Huff, 29<sup>th</sup> Senate District  
Chairman Al Murray, OCFA Board of Directors  
Vice-Chair Gene Hernandez, OCFA Board of Directors  
Fire Chief Jeff Bowman, Orange County Fire Authority

RESOLUTION NO. 15-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TUSTIN, CALIFORNIA, OPPOSING ASSEMBLY BILL 1217  
(DALY)

The City Council of the City of Tustin, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Tustin (City) is a member of the Orange County Fire Authority (OCFA), a Joint Powers Authority that provides regional fire suppression and emergency medical service; and

WHEREAS, OCFA is governed by a 25-member Board of Directors, comprised of one representative from each of its 23 members cities and two members of the Orange County Board of Supervisors; and

WHEREAS, the City Council annually selects one of the Council members to serve as the City's representative on the OCFA Board of Directors; and

WHEREAS, the members of the OCFA Board of Directors convene both as a general body and in committees to discuss the operations and finances of OCFA; and

WHEREAS, the member agencies of the OCFA may change the composition of the OCFA Board of Directors by a two-thirds vote; and

WHEREAS, Assemblymember Tom Daly (D-Anaheim) has authored legislation to significantly alter the composition and structure of the OCFA Board, known as Assembly Bill 1217 (AB 1217); and

WHEREAS, AB 1217 would reduce the number of Board seats from 25 to 13, increase the proportional representation of the County Board of Supervisors from two to three representatives, and decrease the proportional representation of cities from 23 to 10 representatives; and

WHEREAS, AB 1217 would also change the process by which representatives are selected by creating a new city selection committee to vote on two seats per supervisorial district, one on a weighted-population basis and one on a one city, one-vote basis; and

WHEREAS, the proposed Board composition, structure and selection process would disproportionately favor the County Board of Supervisors, who represent approximately seven percent of the population served by OCFA, but under AB 1217 would account for nearly one-quarter of the Board membership; and

WHEREAS, these proposed changes, if approved by the Legislature, would harm member cities of OCFA by reducing the representation of their citizens and minimizing their opportunities for input into important service, operational and budgetary matters relating to fire suppression and emergency medical service; and

WHEREAS, as a "cash contract" city, the City of Tustin pays the OCFA for fire and emergency medical services directly from Tustin General Fund revenues, so it has a direct stake in ensuring the prudent and efficient use of funds by the OCFA, so representation on the OCFA Board is a matter of keen interest to the City of Tustin.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUSTIN, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the City Council hereby opposes Assembly Bill 1217;

SECTION 2. That the City Council opposes any attempts to legislatively alter the composition, structure and selection process of the Orange County Fire Authority Board of Directors, and finds that it is and should remain a matter of local agreement among the public agencies that make up the joint powers authority.

SECTION 3. That the City Council hereby authorizes the Mayor and the City's representative on the OCFA Board of Directors to prepare a letter opposing AB 1217, and further directs staff to send a copy of this Resolution and the opposition letter to Assemblymember Daly and other interested parties.

PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF APRIL, 2015.

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CHARLES E. PUCKETT,  
Mayor

ATTEST:

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JEFFREY C. PARKER,  
City Clerk

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS  
CITY OF TUSTIN )

I, Jeffrey C. Parker, City Clerk and ex-officio Clerk of the City Council of the City of Tustin, California, do hereby certify that the whole number of the members of the City Council of the City of Tustin is five; that the above and foregoing Resolution No. 15-19 was duly passed and adopted at a regular meeting of the Tustin City Council, held on the 21<sup>st</sup> day of April, 2015 by the following vote:

COUNCILPERSONS AYES:	<u>Puckett, Nielsen, Gomez, Murray, Bernstein</u>	(5)
COUNCILPERSONS NOES:	<u>None</u>	(0)
COUNCILPERSONS ABSTAINED:	<u>None</u>	(0)
COUNCILPERSONS ABSENT:	<u>None</u>	(0)

\_\_\_\_\_  
JEFFREY C. PARKER,  
CITY CLERK



## City of Westminster

8200 Westminster Boulevard, Westminster, CA 92683 714.898.3311  
www.westminster-ca.gov

April 16, 2015

The Honorable Tom Daly  
California State Assembly -69<sup>th</sup> District  
State Capitol, Room 3126  
Sacramento, CA 95814

RE: AB 1217 (Daly) - OCFA Board of Directors

Dear Assemblyman Daly:

At our April 15<sup>th</sup> meeting, the City Council and I had an opportunity to review your proposed legislation, AB 1217. As a cash contract fire service city, Westminster has a keen interest in the makeup of the Orange County Fire Authority (OCFA) Board in order to ensure that it balances the view points of the various cities who are member of our Joint Powers Authority (JPA).

While the City understands the goal of a reduction in the number of OCFA Directors, we cannot support any legislation that would strip the powers of the JPA to make these determinations for itself. This would constitute an erosion of our rights to local control. Further, the proposed shrinking of the board does not take into account the need for balanced view points between cash contract and structure fire cities.

Please know that the City has voted to oppose your proposed legislation. On behalf of the City of Westminster, I respectfully request reconsideration of the proposed legislation. Please feel free to contact the undersigned at 714-548-3183 to discuss this important issue.

Sincerely,

Tri Ta  
Mayor

Cc: Board of Supervisors  
OCFA Board of Directors  
Fire Chief Jeff Bowman, OCFA

TRI TA  
Mayor

SERGIO CONTRERAS  
Mayor Pro Tem

DIANA LEE CAREY  
Council Member

TYLER DIEP  
Council Member

MARGIE L. RICE  
Council Member

EDDIE MANFRO  
City Manager

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Substantive

AMENDMENTS TO ASSEMBLY BILL NO. 1217

Amendment 1

On page 2, in line 5, strike out “2018,” and insert:

2017,

Amendment 2

On page 2, strike out lines 8 to 14, inclusive, and insert:

(1) (A) (i) Five city members, with one from each of the five supervisorial districts of the County of Orange, elected on a population-weighted voting basis by the Orange County Fire Authority City Selection Committee members within each supervisorial district.

(ii) Five city members, with one from each of the five supervisorial districts of the County of Orange, elected on a “one city, one vote” basis by the Orange County Fire Authority City Selection Committee members within each supervisorial district.

Amendment 3

On page 2, between lines 24 and 25, insert:

(D) A city shall not have more than one seat on the board of directors.

Amendment 4

On page 2, in line 25, strike out “(D)” and insert:

(E)

Amendment 5

On page 2, in line 33, strike out “2018,” and insert:

2017,

