RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF THE FIVE CITIES FIRE AUTHORITY ESTABLISHING WAGES AND BENEFITS FOR MANAGEMENT EMPLOYEES FOR FY 2023-24

WHEREAS, the Board of the Five Cities Fire Authority ("Authority") has established a system of classification for all positions within the FCFA service with descriptive occupational titles used to identify and distinguish positions from one another based on job duties, essential functions, knowledge, skills, abilities and minimum requirements; and

WHEREAS, the Board has established a system of compensation for the classification titles listed herein, based on resolutions and agreements as approved and adopted by the Board; and

WHEREAS, the Board deems it in the best interest of the Authority that compensation for management employees be adjusted as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Five Cities Fire Authority that:

SECTION 1. AFFECTED EMPLOYEES

The wages and benefits set forth herein are to be provided to all management employees and this Resolution supersedes Resolution No. 2022-09.

SECTION 2. WAGES

The salary ranges for all affected job classes shall be as set forth on Exhibit A, which is attached hereto and by this reference made a part hereof.

SECTION 3. WORK SHIFTS

A. Forty (40) hour-week work schedule

1. The Forty (40) hour-week work schedule is assigned to the Fire Chief and Administrative Operations Manager/Clerk to the Board.

B. Twenty-Four (24) hour shift based work schedule

1. The Twenty Four (24) hour shift based work schedule is defined as a work period of twenty-four (24) hours, commencing at 0700 hours and continuing until the next day, ending at 0700 hours (7 a.m. to the following 7 a.m.). This work schedule is assigned to the Battalion Chiefs.

2. The normal workweek shall average fifty-six (56) hours of work over the course of a year, except in cases of emergency.

3. The regular work schedule shall be eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle.

   X = 24-hour on-duty period
   O = 24-hour off-duty period

   Schedule: XXOOOOXXOOOOXXOOOOXXOOOO

4. In the event the same shift is scheduled to work both Christmas Eve and Christmas day in the same year, the shift scheduled to work December 23 will be exchanged with the shift scheduled to work December 24, unless this impacts the FLSA and overtime cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 25 and 26, the shift scheduled to work December 25 will be exchanged with the shift scheduled to work December 26.

5. Overtime shall be paid at time and one-half of the employee's base salary for all actual hours worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day cycle and in accordance with the Fair Labor Standards Act (FLSA). Overtime shall be computed to the nearest one quarter (1/4) hour. For those assigned to an eight (8) hour day, overtime shall be paid for hours worked in excess of forty (40) hours per week. For purposes of determining overtime pay, the use of accrued Vacation Time, Compensatory Time Off, Sick Leave, Bereavement and Jury Duty shall be considered as hours worked. Mandatory and reimbursed call backs shall be counted as overtime and be paid at time and one-half of the employee's base salary.

6. At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half (1 and ½) hours for each hour of overtime worked. The department will have a procedure for granting the time off and filling the position in accordance with FLSA. No employee shall accrue compensatory time off in excess of two hundred and forty-five (245) hours. Any overtime worked over that amount shall be paid as overtime as it is earned. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

7. Shift exchanges: An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA and Department policy, provided the replacement is a qualified employee. The JPA is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to the FLSA, shift

exchanges are not considered "hours worked' and, therefore, do not have to be paid back in the twenty-four-day cycle. An employee who owes exchange time to another employee shall work for the other employee, and cannot pay it back in vacation time or other paid leave time.

SECTION 4. <u>DEFERRED COMPENSATION</u>

The Authority shall contribute $600 per year to management employees and $1,200 for the Fire Chief to a defined contribution supplemental retirement plan established in accordance with sections 401 (a) and 501 (a) of the Internal Revenue Code of 1986 and California Government Code sections 53215-53224.

SECTION 5. <u>HEALTH PLAN BENEFITS</u>

B. Cafeteria Plan

1. The Authority shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The Authority's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by CalPERS on an annual basis.

2. Employees participating in the full flex Cafeteria Plan shall receive a flex dollar allowance to purchase group health coverage for medical, dental and vision under the Cafeteria Plan. For the period of July 1, 2023 through November 30, 2023, the total monthly flex dollar allowance shall be $860.82 with respect to an employee enrolled for self alone, $1,625.78 for an employee enrolled for self and one dependent, and $2,094.50 for any employee enrolled for self and two or more dependents. Effective December, 2023, for the January, 2024 premium, the total monthly flex dollar allowance shall be increased by an amount equal to one-half of the premium increase for the lowest cost HMO plan offered by CalPERS, up to a maximum of 5% of the premium increase. Any increase in premiums above this amount will be the full responsibility of the employee.

3. A portion of the flex dollar allowance (the PEMHCA minimum) is identified as the Authority's contribution towards PEMHCA. This amount shall be adjusted on an annual basis as the PEMHCA minimum contribution increases. Remaining flex dollars must be used by employees to participate in the Authority's health plans. Employees who waive medical coverage under the Cafeteria Plan because he/she provided the Authority with written proof that medical insurance coverage is in force through coverage provided by another source consistent with any rules or restrictions on the Authority by the medical plan provider, can take flex dollars for the amount provided to

employees enrolled for self alone (taxable income), deposit it into their 457 plan, or use it to purchase voluntary products. No remaining flex dollars may be redeemed.

B. Medical Insurance

1. The Authority shall maintain health benefits through CalPERS for fiscal year 2023-24.

C. Vision Insurance

The Authority shall provide a Vision Care Plan for management employees. The Authority shall contribute up to the full family premium. The Authority may select an alternate vision care provider during the term of this resolution providing that:

1. Any new plan maintains equivalent benefits to the employees; and

2. At least twenty-one (21) days advanced notice of plan changes are provided to affected employees.

D. Dental Insurance Plan

The Authority shall provide a dental plan of the Authority's choice for management employees. The Authority shall contribute up to the full family premium. The Authority may select an alternate dental insurance plan provider during the term of this resolution providing that:

1. Any new plan maintains equivalent benefits to the employees; and

2. At least twenty-one (21) days advanced notice of plan changes are provided to affected employees.

SECTION 6. <u>LIFE INSURANCE PLAN</u>

A. The Authority shall provide group term life insurance benefit plan for management employees, which shall provide for fifty thousand dollars ($50,000) life and AD&D coverage for employees only during the term of their employment.

B. The Authority shall make available additional voluntary life insurance coverage, at the employee's expense, as long as the minimum participation requirements of the insurance provider are met.

SECTION 7. <u>SHORT AND LONG-TERM DISABILITY</u>

The Authority shall provide a short and long-term disability plan for management employees during the term of their employment.

SECTION 8. RETIREMENT

A. Retirement Defined

Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees' Retirement System (PERS).

B. PERS Retirement Contributions

1. G.C. Section 21354.4. The CalPERS 2.5% at Age 55 Retirement Plan shall be provided for non-sworn employees hired prior to December 21, 2012. Non-sworn employees under this plan shall pay the full eight percent (8%) of the employee share of CalPERS.

2. G.C. Section 21354. The CalPERS 2.0% at Age 55 Retirement Plan shall be provided for non-sworn employees hired between December 21, 2012 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Non- sworn employees under this plan shall pay the full seven percent (7%) of the employee share of CalPERS.

3. G.C. Section 7522.20. The CalPERS 2% @ 62 Retirement Plan shall be provided for new non-sworn employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Non-sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 6.25%) of the employee share of CalPERS.

4. G.C. Section 21362.2. The CalPERS Public Safety Officer 3% @ 55 Retirement Plan shall be provided for sworn personnel hired prior to December 31, 2012 or those who are CalPERS "Classic" employees or eligible for reciprocity. The FCFA pays two percent (2%) of the nine percent (9%) employee share of CalPERS. Effective on the first full pay period following July 1, 2018, the FCFA will pay zero percent (0%) and the employee will pay the full nine percent (9%) employee share of CalPERS.

5. G.C. Section 7522.25. The CalPERS Public Safety Officer 2.7% @ 57 Retirement Plan shall be provided for new employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 11.5%) of the employee share of CalPERS.

6. GC Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the PERS contribution paid by the FCFA shall be reported to PERS as income.

7. G.C. Sections 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by PERS.

8. GC Section 20042. For safety employees hired prior to December 31, 2013 and non-sworn employees hired prior to December 21, 2012, retirement benefits are based on the highest single year compensation.

9. GC Section 20037. For sworn safety employees hired on or after December 31, 2012 and non-sworn employees hired on or after December 21, 2012, retirement benefits are based on the highest average annual compensation earnable by a member during three consecutive years of employment.

10. GC Section 20965. Employees shall receive credit for unused sick leave.

11. GC Section 21548. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.

12. Effective January 1, 2013, the Public Employees' Pension Reform Act of 2013 (PEPRA) shall apply to all sworn and non-sworn employees, as well as for employees transferring from other CalPERS or reciprocal agencies.

C. Retiree Medical

1. Employees who retire from Authority service shall be allowed to purchase medical insurance coverage through the Authority.

2. GC Section 22892. The Authority's contribution shall be an equal amount for both employees and annuitants, which shall be the minimum contribution amount established by CalPERS on an annual basis. The Authority's contribution shall be adjusted annually thereafter by the CalPERS Board to reflect any change in the medical care component of the Consumer Price Index, provided that the Authority is participating in the CalPERS Health Plan.

3. The Authority shall provide a supplemental contribution to employees that are: 1) employed on a full-time basis as of June 30, 2008 and who have been employed with the Authority on a full-time basis for five (5) years or more at the time of retirement; or 2) employed on a full-time basis after June 30, 2008 and who have been employed by the Authority on a full-time basis for ten (10) years or more at the time of retirement.

The supplemental contribution shall be equal to the difference between the minimum contribution amount established by CalPERS as set forth above in Section 4. A. 1. and the following amounts:

For single annuitant coverage:	$175.10
For annuitant + 1 dependent:	$302.85
For annuitant + 2 or more dependents:	$376.79

SECTION 9. <u>ANNUAL LEAVE</u>

Regular, full-time management employees shall accrue annual leave with pay to be used as leave for vacation, illnesses, and other personal purposes. Management employees may accrue such paid leave as provided by this provision to be used in the future or may convert annual leave to salary compensation under the conditions contained in these regulations.

A. Accumulation Rates:

Management employees shall accrue annual leave based upon the following schedule:

1. Management employees with less than five (5) years of service shall earn annual leave at the rate of 29 days (232 hours) per year;

2. Management employees with five (5) to ten (10) years of service shall earn annual leave at the rate of 31 days (248 hours) per year;

3. Management employees with ten (10) to fifteen (15) years of service shall earn annual leave at the rate of 33 days (264 hours) per year; and

4. Management employees with over fifteen (15) years of service shall earn annual leave at the rate of 34 days (272 hours) per year.

5. New full-time management employees shall be granted fifty-six (56) hours of Annual Leave upon hiring. However, additional Annual Leave shall not be accumulated until after completion of three (3) months of continuous service. If a new management employee terminates during the first three months of employment, the Annual Leave balance shall reflect the actual amount that would have been accumulated at the established rate per pay period, less any usage. If the employee's usage of Annual Leave exceeds the adjusted accumulation amount, the employee shall refund the excess amount used. The refund to the City shall be equal to excess hours used times the employee's hourly salary compensation rate.

B. Maximum Accrual:

The maximum accrual of annual leave shall be 725 hours. If an employee has accrued the maximum number of hours, accrual of annual leave shall be discontinued. Accrual shall resume on the first day of the pay period following a reduction in the accrued balance below the maximum allowed.

C. Conversion to Salary:

A management employee may convert a maximum of 48 hours of annual leave to salary compensation per year. Such conversions shall be allowed at the first pay period in July and at the first pay period in December of each year. In order to be eligible to convert annual leave to salary compensation, the employee must: a) convert a minimum of sixteen (16) hours to pay; and b) upon making the conversion to pay, the employee must be left with a minimum of 160 hours of annual leave.

Employees who are promoted or reclassified into a management position and were not subject to the annual leave program for the entire twelve (12) month period shall be allowed to include previous vacation and sick leave use as annual leave for the purpose of this provision.

D. Notification and Approval:

Annual leave shall be scheduled in advance by the employee whenever possible, subject to the approval of the department director. It is the responsibility of the employee to provide the supervisor or Fire Chief with reasonable notice of an absence. The Fire Chief shall have the authority to approve or deny the use of annual leave for any period of absence. The scheduling of the use of annual leave shall be by the Fire Chief with due regard to the wishes of the employee and particular regard for the needs of the Authority. Employees who are off for extended periods due to illness or injury may be required to provide a physician's statement authorizing their return to work.

Reasonable absences of less than eight (8) hours shall not be debited against annual leave. Such absences should have the prior approval of the employee's supervisor and/or Fire Chief.

E. Separation from Employment:

Management employees who separate their employment from the Authority shall have all annual leave accumulations converted to salary compensation at the employee's current rate. Compensation shall be paid in one lump sum. Annual leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of annual leave shall be suspended. The only exception to this provision is that with the approval of the employee's supervisor, the employee may be granted short-term leave (one (1) to three (3) days) to attend to personal business. However, such short-term leaves may not be conducted consecutively and with a frequency to create in effect, a long-term leave.

F. Service Credit Conversion:

1. Upon retirement an employee may have unused annual leave converted to Service Credit with the Public Employees' Retirement System (PERS).

2. Annual leave shall be converted to sick leave for PERS at the rate of one (1) hour of annual leave equals one (1) hour of sick leave.

3. When unused annual leave is converted to sick leave, for a service credit conversion, an employee may not receive additional cash compensation for the unused leave.

G. Conversion of Sick leave and Vacation Leave to Annual leave:

Employees who are promoted or reclassified into a management position shall convert their sick leave and vacation leave accumulation to annual leave.

1. Sick leave accumulations shall be converted to annual leave at the rate of one (1) hour of sick leave equals one-half (0.5) hour of annual leave.

2. Vacation leave accumulations shall be converted to annual leave at the rate of one (1) hour of vacation leave equals one (1) hour of annual leave.

SECTION 10. HOLIDAYS

The 40 hour work week schedule Management employees shall receive the following paid holidays:

New Year's Eve, December 31
New Year's Day, January 1
Martin Luther King Day, third Monday of January
Lincoln's Birthday, February 12 (or day of observance)
Washington's Birthday, third Monday of February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veteran's Day, November 11 (or day of observance)
Thanksgiving Day, fourth Thursday in November (or day of observance)
Day following Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25
One Floating Day per Fiscal Year (employee choice with Supervisor approval)

The shift based work week schedule Management employees will receive payment in lieu of the designated holidays, employees will be provided 6.53 hours of straight-time pay semi-monthly.

Every day designated by the President, Governor, or Mayor for public observance as a special nonrecurring single event, such as the death of a national leader or end of war.

All holidays in the above schedule that fall on a Saturday shall be observed on the preceding Friday; all holidays in the above schedule that fall on a Sunday shall be observed on the following Monday.

ARTICLE 11. UNIFORM AND EQUIPMENT ALLOWANCE

Upon the hiring of a Fire Department employee, the JPA will provide applicable safety equipment and initial uniforms and ancillary equipment as specified by Fire Department policy. The JPA will provide replacement safety equipment as necessary as determined by the Fire Chief.

A. The JPA will provide a uniform allowance to members of this unit, in the amount of a lump sum $1,500 per employee to be paid by July 15 per fiscal year. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Fire Chief, and shall include items specified in C. below. Replacement of uniforms and equipment shall be deferred for the term of this agreement.

B. Safety clothing (including safety boots) required in the performance of duties shall be provided by the JPA. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.

C. The type, style, and standards of maintenance of uniforms and equipment shall be determined by the Fire Chief. Employees are required to maintain these standards, including maintenance, repair and cleaning. If an employee is promoted from reserve status, items will be issued to augment their uniform compliment. Subject to the $1,500 limit in A. above, uniforms to be purchased by the JPA for new employees include:

1. Pants (up to 4 pairs)
2. Uniform shirts (2 Short-sleeve and 1 Long-sleeve)
3. T-shirts (up to 4)
4. Jacket w/liner (1)
5. Sweatshirts (up to 2)
6. Socks (up to 6 pairs)
7. Belt & buckle (1)
8. Ball cap (1)
9. Class A uniform (1 set provided after employee completes probation)
10. Nameplate & insignias, including patches.
11. Ancillary equipment and uniform items
12. Boots

The above list may be modified with approval of the Fire Chief.

D. Uniform replacements will be made on an as-needed basis as determined by the Fire Chief or his/her designee.

F. The JPA shall provide safety prescription glasses and lenses for employees who require them for the performance of their duties. Glasses and lenses shall comply with OSHA standards and be approved for purchase by the Fire Chief or his/her designee.

SECTION 12. <u>VEHICLE ASSIGNMENT OR ALLOWANCE</u>

The Fire Chief and the Fire Battalion Chiefs shall be assigned a take home Authority vehicle.

SECTION 13. <u>JURY DUTY</u>

Management employees shall be granted leave with full pay and no loss in benefits when called for jury duty if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

SECTION 14. <u>BEREAVEMENT LEAVE</u>

Management employees are entitled to a paid bereavement leave of absence, not to exceed five (5) days, in the event of the death of a member of the employee's immediate family, to include an employee's or spouse's parents, spouse, children, brother, sister, stepchildren, grandparents, grandchildren, aunt, uncle, son-in-law, daughter-in-law, step relatives described above, or any other person residing in the same household, for the purpose of attending the funeral and making other arrangements at the time the loss occurs. As a condition of granting leave for bereavement purposes, the appointing authority may request verification of the loss. Such leave is independent of annual leave. In order to receive this benefit, domestic partners must be registered with the Secretary of State.

SECTION 15. <u>EMPLOYEE ASSISTANCE PLAN</u>

The Authority shall provide an Employee Assistance Plan for management employees and their dependents during the term of their employment.

BE IT ALSO RESOLVED that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by Board Member Ray Russom, seconded by Vice Chair George, and on the following roll call vote, to wit:

AYES:	Ray Russom, George, Weirick, Rushing
NOES:	None
ABSENT:	None
ABSTAIN:	None

BOARD CHAIR

ATTEST:

TRICIA MEYERS, CLERK TO THE BOARD

APPROVED AS TO CONTENT:

STEPHEN C. LIEBERMAN, FIRE CHIEF

APPROVED AS TO FORM:

ISAAC ROSEN, GENERAL COUNSEL

OFFICIAL CERTIFICATION

I, TRICIA MEYERS, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2023-02 is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 22nd day of June, 2023.

WITNESS my hand and the Seal of the Five Cities Fire Authority affixed this 22nd day of June, 2023.

TRICIA MEYERS, CLERK TO THE BOARD

Exhibit A

FIVE CITIES FIRE AUTHORITY
SCHEDULE OF SALARY RANGES
MANAGEMENT
EFFECTIVE August 19, 2022

	LOW	MID	HIGH	POSITION
Biweekly	3,273	3,626	3,980	
Monthly	7,091	7,857	8,623	ADMINISTRATIVE OPERATIONS MANAGER/CLERK TO THE BOARD
Annual	85,089	94,280	103,471	
Biweekly	4,843	5,365	5,888	
Monthly	10,493	11,625	12,756	BATTALION CHIEF
Annual	125,914	139,495	153,077	
Biweekly	5,618	6,225	6,831	
Monthly	12,173	13,487	14,802	FIRE CHIEF
Annual	146,072	161,845	177,618	