



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA**

Rancho Santa Fe FPD
Board Room – 18027 Calle Ambiente
Rancho Santa Fe, California 92067

January 20, 2021
1:00 pm PT
Regular Meeting

THIS BOARD OF DIRECTORS MEETING WILL BE CONDUCTED VIA TELECONFERENCE

Pursuant to Governor Newsom’s [Executive Orders N-25-30](#), issued on March 12, 2020 and [N-33-20](#) issued on March 19, 2020: members of the Rancho Santa Fe Fire Protection District Board of Directors and staff may participate in this meeting via teleconference. In the interest of reducing the spread of COVID 19, members of the public are encouraged, but not required, to submit comments via email. Those attending the meeting in person will be required to maintain appropriate social distancing.

Public Comment: to submit a comment in writing, please email caccavo@rsf-fire.org and write “Public Comment” in the subject line. In the body of the email include the item number and/or title of the item as well as your comments. If you would like the comment to be read out loud at the meeting (not to exceed five minutes), please write “Read Out Loud at Meeting” at the top of the email. All comments received by 11:00 am will be emailed to the Board of Directors and included as “Supplemental Information” on the District’s website prior to the meeting. Any comments received after 11:00 am will be added to the record and shared with the members of the Board at the meeting.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the Board Clerk 858-756-5971 ext. 1005. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

Rules for Addressing Board of Directors: Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk. Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to staff for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Agendas: Agenda packets are available for public inspection 72 hours prior to scheduled meetings at the office of the Manager, Finance & Administration located at 18027 Calle Ambiente, Suite 101, Rancho Santa Fe, CA during normal business hours. Packet documents are also posted online at www.rsf-fire.org



Rancho Santa Fe Fire Protection District Board of Directors

Regular Meeting

January 20, 2021

1. Pledge of Allegiance
2. Roll Call
3. Public Comment
4. Motion waiving reading in full of all Resolutions/Ordinances

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

5. Consent Calendar

a. Board of Directors Minutes

Board of Directors minutes of December 16, 2020

ACTION REQUESTED: **Approve**

b. Receive and File

Monthly/Quarterly Reports

- 1) List of Demands Check 33452 thru 33544, Electronic File Transfers (EFT), and Wire Transfer(s) for the period December 1 – 31, 2020 totaling: \$ 142,942.52
Wire Transfer(s) period December 1 – 31, 2020 \$1,240,266.31
Payroll for the period December 1 – 31, 2020 \$ 711,430.69
TOTAL DISTRIBUTION \$2,094,639.52
- 2) Activity Reports – December 2020
 - a. Operations
 - b. Training
 - c. Fire Prevention
 - d. Correspondence - letters/cards were received from the following members of the public:
 - None

ACTION REQUESTED: **Information**

6. Old Business

- a. None

7. Resolution/Ordinance

a. Resolution No. 2021-01

To adopt Resolution No. 2021-01 *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Employer Pick-up of Employee Contribution Towards Employer Pension Costs [Staff Report 21-01](#)

ACTION REQUESTED: **Adopt**



Rancho Santa Fe Fire Protection District Board of Directors

Regular Meeting

January 20, 2021

- b. Resolution No. 2021-02
To adopt Resolution No. 2021-02 *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349 [Draft MOU Attached](#)
ACTION REQUESTED: **Adopt**
- c. Resolution No. 2021-03
To adopt Resolution No. 2021-03 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Volunteer Recruitment and Retention Coordinator
ACTION REQUESTED: **Adopt**
- d. Resolution No. 2021-04
To discuss and/or adopt Resolution No. 2021-04 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting a Pay Schedule in Accordance with California Code of Regulations, Title 2; Section 570.5 [Staff Report 21-02](#)
ACTION REQUESTED: **Adopt**
8. New Business
 - a. Suspension of False Alarm Fines
To request temporary suspension of fine assessment for nuisance alarms. [Staff Report 21-03](#)
ACTION REQUESTED: **Authorize Suspension of Fines**
9. Oral Report
 - a. Fire Chief – Cox
 - i. RSF-5 Update
 - ii. COVID-19 – Update
 - iii. North County Dispatch JPA/ Patrol Remodel
 - iv. Staffing Update
 - b. Operations – Deputy Chief
 - c. Volunteer – Volunteer Recruitment & Retention Coordinator
 - d. Training – Battalion Chief
 - e. Fire Prevention – Fire Marshal
 - f. Manager, Finance & Administration
 - g. Board of Directors
 - i. North County Dispatch JPA – Update
 - ii. County Service Area – 17 – Update
 - iii. Comments
10. Closed Session
 - a. *With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:*
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Jim Ashcraft, Randy Malin and assigned Staff
Represented Employees: Rancho Santa Fe Miscellaneous Employees
Unrepresented Employees: Fire Chief, Deputy Chief, Battalion Chiefs (4), Fire Marshal, and Manager, Finance & Administration
Under Negotiation: Successor Memorandum of Understanding and/or Compensation Resolution



Rancho Santa Fe Fire Protection District Board of Directors

Regular Meeting

January 20, 2021

11. Adjournment

The next regular meeting Board of Directors meeting to be February 17, 2021 in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.

CERTIFICATION OF POSTING

I certify that on January 15, 2021 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on January 15, 2021

A handwritten signature in blue ink, appearing to read "Alicea Caccavo", is written over a horizontal line.

Alicea Caccavo
Board Clerk



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Regular Board of Directors Meeting
Minutes – December 16, 2020

These minutes reflect the order in which items appeared on the meeting agenda and do not necessarily reflect the order in which items were considered.

SPECIAL AGENDA (10:00 AM – 12:00 PM)

Ethics Training (Workshop)

Pursuant to the requirements of AB 1234, the following local officials, and staff (those who receive compensation for their service or are eligible to have their expenses reimbursed) attended the Ethics Training workshop presented by Stephen J. Fitch, Fitch Law Firm, APC:

Rancho Santa Fe Fire Protection District

Director:

James H. Ashcraft
Nancy C. Hillgren
Randall Malin
Tucker Stine
John C. Tanner

Staff:

Fred Cox, Fire Chief
Karlana Rannals, Board Clerk
Alicea Caccavo, Manager, Finance & Administration
Dave McQuead, Deputy Chief
Bruce Sherwood, Battalion Chief
Marlene Donner, Fire Marshal

North County Dispatch Joint Powers Authority

Director:

James H. Ashcraft

Staff:

None

REGULAR AGENDA

Director Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm.

Pledge of Allegiance

Deputy Chief Dave McQuead led the assembly in the *Pledge of Allegiance*.

1. Oath of Allegiance – New Elected Board Members

James Ashcraft and Nancy Hillgren were sworn-in as members of the Rancho Santa Fe Fire Protection District Board of Directors for terms prescribed by law. Karlana Rannals, Notary Public, administered the *Oath of Allegiance*.

Ms. Rannals informed the Board, that Randall Malin was sworn-in as a member of the Rancho Santa Fe Fire Protection District Board of Directors on Tuesday, December 15, 2020 since he was participating in the meeting via Zoom.

2. Election of Officers

Pursuant to Fire District Law 1987, Section 13853, the District Board shall elect a president, vice-president, and a Secretary/Clerk.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, and CARRIED 5-0 to nominate and elect the following officer:

President James Ashcraft

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, and CARRIED 5-0 to nominate and elect the following officer:

Vice President John Tanner

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, CARRIED 5-0 to nominate and appoint the following:

Secretary Karlena Rannals

Ms. Rannals conveyed her appreciation for the many years of support and announced that she would resign her position effective January 1, 2021 due to her retirement.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 5-0 to nominate and appoint effective January 1, 2021 the following:

Secretary Alicea Caccavo

3. Roll Call

Directors Present: Ashcraft, Hillgren, Malin, Stine, Tanner

Directors Absent: None

Staff Present: Fred Cox, Fire Chief; Dave McQuead, Deputy Chief; Bruce Sherwood, Battalion Chief; Frank Twohy, Volunteer Recruitment & Retention Coordinator; Marlene Donner, Fire Marshal; Alicea Caccavo, Manager, Finance & Administration, and Karlena Rannals, Board Clerk

4. Video Presentation in Memory of Captain Dale E. Mosby

Chief Cox introduced the video informing the board members that this presentation was put together by District personnel and was shown as a part of the "Celebration of Life for Captain Dale E. Mosby."

At the conclusion, President Ashcraft spoke on the tragedy of Captain Mosby's passing and how well the service and honor procession was done. He also extended on behalf of the Board of Directors and all members of the Fire District their appreciation to the Rancho Santa Fe Fire District Foundation for the \$20,000 donation toward burial expenses, and the additional \$10,000 to the Mosby family for their needs.

5. Motion waiving reading in full of all Resolutions/Ordinances

MOTION BY DIRECTOR TANNER, SECOND BY DIRECTOR STINE, and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions and/or ordinances.

6. Public Comment

No one requested to speak to the Board.

7. Consent Calendar

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve the consent calendar as submitted.

a. *Board of Directors Minutes*

- Board of Directors minutes of November 18, 2020

b. Receive and File

- *Monthly/Quarterly Reports*

- 1) List of Demands Check 33358 thru 33451, Electronic File Transfers (EFT) and Wire Transfer(s) for the period November 1 – 30, 2020 totaling: \$ 194,010.82
Wire Transfer(s) for the period November 1 – 30, 2020 \$ 239,380.28
Payroll for the period November 1 – 30, 2020 \$1,012,047.26
TOTAL DISTRIBUTION \$1,445,438.36
- 2) Reports – November 2020
 - a. Operations
 - b. Training
 - c. Fire Prevention
 - d. Correspondence – letters/cards were received from the following members of the public:
 - i. None

8. Old Business

- a. None

9. Resolution/Ordinance

a. *Resolution No. 2020-17*

Ms. Caccavo summarized the staff report. She reported that District personnel was aware of Captain Mosby's intention to retire, and with his untimely death, requested that the board consider extending benefits to his surviving spouse as if he had retired. She noted that the current Memorandum of Understanding between the District and Local 4349 does not address specifically death prior to retirement. Staff responded to questions from the Board.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR TANNER, and APPROVED Resolution No. 2020-17 *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Approve Service Retirement Benefits for Captain Dale E. Mosby on a roll call vote:

AYES:	Ashcraft, Hillgren, Malin, Stine, Tanner
NOES:	None
ABSTAIN:	None
ABSENT:	None

10. New Business

a. *District Representation and Ad Hoc Committee Assignments*

Ms. Rannals summarized the staff report provided. The board members reviewed their committee assignment and agreed to continue to serve in the following assignments:

Board of Directors

North County Dispatch JPA (Primary) – Jim Ashcraft

- North County Dispatch JPA (Alternate) – Nancy Hillgren
- Advisory Board
 - County Service Area (CSA) – 17 (Primary) – Nancy Hillgren
 - County Service Area (CSA) – 17 (Alternate) – Tucker Stine
- Ad Hoc Committee
 - Finance Committee – Randy Malin, John Tanner
 - Staff Assigned: TBD
 - Negotiations – Randy Malin, Jim Ashcraft
 - Staff Assigned: TBD

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to reappoint the board members to the agreed committees representing the Fire District.

11. Oral Report

a. Fire Chief

- COVID-19 – Update: he distributed the new COVID-19 sick and family regulations for information. District staff is dealing with the paid leave requirement to those who are confirmed COVID-19 cases.
- RSF5 Update: Chief Sherwood reported that the concrete contractor has accepted full responsibility for the inadequate concrete work and is in the process of replacing all of it. The next phase of the project is to remove the manufactured homes and return the land to its original state. There is a public agency interested in procuring the homes, however, the District will need to determine a fair market value. Chief Cox plans to work with legal counsel on this potential option.
- Fuel Hazardous Abatement: Chief Cox distributed a handout showing the results of working with CalFire to reduce the fuel zones. Escondido Creek and Zumaque Road are two targeted areas for 2021. District staff is seeking grant opportunities to assist in funding the cost to abate the areas of concern.
- OES Engine: he also reported that the new OES Type III has been delivered and will be placed at RSF4. The Type I engine was reassigned to another location in San Diego County.
- District activities:
 - 1) Organizationally, district personnel devoted much of their time and energy to the planning for the Celebration of Life of Captain Dale E. Mosby.

c. Operations – Deputy Chief – Chief McQuead reviewed the previous month’s statistics and the seasonal outlook, noting that the District’s call activity remains like last year. He also reported that District on the following significant incidents: 1) two vehicle head on collision which involved the extrication of the driver; 2) structure fire on Los Colinas; and 3) trail rescue in the Elfin Forest area.

d. Volunteer Recruitment Retention Coordinator – Chief Twohy reported that the reserve program has been put on hiatus based on the increased number of cases of COVID-19. He noted that three reserves have been accepted to either the Palomar Fire Academy or Medic School.

e. Training – Battalion Chief – Chief Sherwood reported that District personnel completed the required training the previous month. The training calendar is dynamic based upon the COVID-19 restrictions.

Because of Captain Mosby's passing, the District has made a conditional job offer to a former Elfin Forest District Reserve. He is currently in background.

- f. Fire Prevention – Fire Marshal – Fire Marshal Donner reviewed the previous month's statistics. Staff is working with the Helen Woodward facility as they are moving forward with their new building, and Solana Santa Fe is modernizing their facilities. She noted that the large animal evacuations plan is in final review and will be distributed soon.
- g. Administrative Manager/Manager, Finance & Administration –Ms. Caccavo reported the following:
- Reminded the Board of the required Harassment Training planned for February 17, 2021 which will be conducted by Steve Fitch.
 - Administrative employees agreed to take paid time off, if needed to close the office for both Christmas Eve and New Year's Eve. The administrative office will be closed both December 24-25, 2020; December 31, 2020 and January 1, 2021.
 - She is in the process of setting up the CalPERS payment that with consultation with the District's Actuary, which will be \$800,000 to the Safety 3%@50 plan, and \$200,000 to the Miscellaneous 2.7% @ 55 plan. If all assumptions remain the same, it should provide a total savings of \$1,326,541 to the District.

Ms. Rannals reported the following:

- No report; however, she conveyed her appreciation for the support that she has received from the Board of Directors and other District personnel over her nearly 39 years of employment.
- h. Board of Directors
- 1) North County Dispatch JPA – Update: Director Ashcraft: he reported on the meeting held December 2, 2020 that included 1) the election of officers; 2) facility update for the tenant improvements; and 3) acceptance of the FY20 Independent Financial Statements.
 - 3) Comments
Hillgren: inquired about the article in the San Diego Union-Tribune on Chaplains.
Stine: he commended the organization, communication, and support for the Mosby service
Malin: he also commended each member of the District for the memorial service
All Directors: each Director conveyed their appreciation to Ms. Rannals for her dedicated service to the District and Board of Directors.

10-minute recess

12. Closed Session

Pursuant to the following section, the board met in closed session from 2:58 – 3:53 pm, and discussed the following:

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6 CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Jim Ashcraft, Randy Malin and assigned Staff
Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349
Represented Employees: Rancho Santa Fe Miscellaneous Employees
Under Negotiation: Successor Memorandum of Understanding
All board members listed and Chief Cox, Deputy Chief McQuead, Alicea Caccavo and Karlena Rannals attended and participated in this discussion.

- b. With respect to every item of business to be discussed in closed session pursuant to Section 54957:
Employee Performance Evaluation
Title: Fire Chief
All board members listed and Chief Cox attended and participated in the discussion

Upon reconvening to open session, President Ashcraft announced that direction was given to the District's Agency Negotiators for item 12. a. He also reported that an evaluation was performed for the Fire Chief and that there was no action taken for item 12. b.

13. Adjournment

Meeting adjourned at 3:54 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

33452	\$857.00	A to Z Plumbing Inc	Building RSF1
33453	\$460.00	APCD	Permit: County/City
33454	\$1,622.50	C.A.P.F.	Disability Ins Short & Long
33455	\$885.94	CDW Government Inc.	Computer Equipment/Parts
33456	\$31.54	Complete Office of California Inc	Office Supplies
33457	\$3,179.00	County of SD/RCS	800 MHz Network Admin Fees/CAP Code
33458	\$235.91	Cox Communications	Telephone/Cable RSF2
33459	\$119.99	Cox Communications	Telephone RSF3
33460	\$139.54	Cox Communications	Cable RSF5
33461	\$420.00	Dependable Alarm Systems Inc	Alarm System Monitoring RSF2
33462	\$1,851.78	Direct Energy Business-Dallas	Elec/Gas/Propane RSF1
33463	\$115.83	Dish	Cable RSF6
33464	\$357.82	EDCO Waste & Recycling Inc	Trash RSF
33465	\$519.88	Fire ETC Inc	Safety Equipment
33466	\$32.92	Griffin Hardware Co.	Station Maintenance - RSF2
33467	\$1,567.39	Home Depot, Inc	Station Maintenance - RSF
33468	\$3,848.74	Liebert Cassidy Whitmore	Legal Services
33469	\$874.68	North County EVS Inc	Scheduled - ID 0211
33470	\$3,834.00	Palomar College	Fire 98 - in service training program FF
33471	\$179.50	Race Telecommunications, Inc	Telephone RSF1
33472	\$50.00	RSF Security Inc	Alarm System Monitoring RSF5
33473	\$631.17	Santa Fe Irrigation District	Water RSF1
33474	\$2,486.34	SC Commercial LLC	Fuel: Gasoline & Diesel
33475	\$553.00	Terminix International	Building RSF
33476	\$17.45	U P S	Shipping Service
33477	\$13,974.67	U S Bank Corporate Payment System	Cal-Card./IMPAC program
33478	\$68.94	United Site Services	Sewer RSF6
33479	\$1,884.83	Verizon Wireless	Cellular - Telephone
33480	\$2,839.03	Waste Management Inc	Trash RSF2
33481	\$385.24	Western State Design Inc	Station Maintenance - RSF5
33482	\$6,950.00	WinTech Computer Services	Consulting Services
33483	\$6.00	4S Ranch Gasoline & Carwash LP	Apparatus: Car Wash
33484	\$387.99	AT&T Calnet 2/3	Telephone RSF
33485	\$37.57	EDCO Waste & Recycling Inc	Trash RSF6

33486	\$1,018.24	Moonlight Screenprinting, Inc.	CSA-17 Contract
33487	\$4,838.98	Motorola Solutions Inc	Radio Equipment Replacement
33488	\$212.65	NCB-North County Beverage Inc	Repair Machines & Office Equipment
33489	\$1,840.53	Olivenhain Municipal Water District	Water RSF
33490	\$1,353.90	Rincon Del Diablo Municipal Water District	Water RSF5
33491	\$90.00	RSF Mail Delivery Solutions	Mail Delivery Service
33492	\$5,046.71	SC Commercial LLC	Fuel: Gasoline & Diesel
33493	\$864.87	SDG&E	Elec/Gas/Propane RSF6
33494	\$86.27	Stericycle, Inc.(Shred-It)	Shredding Services
33495	\$640.81	ThyssenKrupp Elevator Inc	Elevator Service
33496	\$17.45	U P S	Shipping Service
33497	\$153.20	Airgas Inc	Safety: Breathing Air
33498	\$370.13	Armanino Solutions, LLC	Consulting Services
33499	\$74.19	AT&T	Telephone RSF6
33500	\$1,607.95	AT&T Calnet 2/3	Telephone RSF
33501	\$361.05	Charter Communications Holdings, LLC	Telephone/Cable ADMIN
33502	\$885.13	Discount Tire	Apparatus: Tires & Tubes
33503	\$338.48	Fire ETC Inc	Safety Clothing (Protective)
33504	\$1,615.60	Fitch Law Firm Inc	Legal Services
33505	\$142.50	Global Door & Gate Inc.	Building RSF1
33506	\$146.02	Griffin Hardware Co.	Station Maintenance - RSF
33508	\$21.55	Kamps Propane, Inc.	Elec/Gas/Propane RSF6
33509	\$3,908.09	Knox Company Inc	Knox Replacement (Parts/Supplies)
33510	\$120.39	Konica Minolta Business Inc	Copier Maintenance Contract
33511	\$5,760.32	Motorola Solutions Inc	Radio Equipment Replacement
33512	\$220.00	Power Plus!	Elec/Gas/Propane RSF5
33513	\$2,273.47	SC Commercial LLC	Fuel: Gasoline & Diesel
33514	\$10,343.39	SDG&E	Elec/Gas/Propane RSF
33515	\$40.00	State Fire Training	Permit: Certification
33517	\$559.08	TPX	Telephone ADMIN
33518	\$17.45	U P S	Shipping Service
33519	\$8,357.83	Uniforms Plus	Uniforms: Safety Personnel
33520	\$543.92	United Site Services	Sewer RSF6
33521	\$55.74	AT&T	Telephone RSF1

33522	\$58.12	AT&T	Telephone RSF3
33523	\$64.40	AT&T	Telephone RSF2
33524	\$1,396.44	California Paramedic Foundation	CSA-17 Contract
33525	\$112.08	Charter Communications Holdings, LLC	Cable - Admin
33526	\$56.62	Complete Office of California Inc	Office Supplies
33527	\$235.91	Cox Communications	Telephone/Cable RSF2
33528	\$550.40	Diamond Environmental Svcs, LP	Special Events
33529	\$2,088.20	Fire ETC Inc	Safety Equipment
33530	\$4.30	Griffin Hardware Co.	Station Maintenance - RSF2
33531	\$4,255.33	Guardian Life Insurance Co	Medical Insurance
33531	\$4,255.33	Guardian Life Insurance Co	Med/Dental - Retiree-Former Employees
33532	\$452.50	Larry William Kluey	Station Maintenance - RSF1
33533	\$779.31	Lincoln National Life Ins Co	Life Insurance/EAP
33534	\$1,375.05	Mallory Safety & Supply LLC	Firefighting Foam
33535	\$4,630.21	Motorola Solutions Inc	Radio Equipment Replacement
33536	\$50.00	RSF Security Inc	Alarm System Monitoring - Admin
33537	\$2,089.43	SC Commercial LLC	Fuel: Gasoline & Diesel
33538	\$3,570.00	Scott Davis	Programming - Computer & Software PR
33539	\$44.83	Staples Advantage	Office Supplies
33540	\$255.99	Staples Advantage	Office Supplies
33541	\$339.00	Terminix International	Building RSF
33542	\$17.45	U P S	Shipping Service
33543	\$182.10	Uniforms Plus	Uniforms: Prevention
33544	\$184.01	Willis, Erwin L.	Computer Equipment/Parts
EFT000000000670	\$325.00	Lenehan, Conor	FP - Local Conference/Seminars
EFT000000000672	\$225.00	Sivba, Matt	CSA-17 Contract
EFT000000000673	\$165.32	Reyes, Sandra N.	Janitorial Supplies
EFT000000000674	\$1,594.00	Berry, Nicole	Education/Training Reimbursement
MISC	\$8,254.11	Various	Medical Reimbursement
Subtotal	\$142,942.52		
ACH Transfer	\$1,000,000.00	CalPERS	CALPERS- FY21 ADDTL UAL
ACH Transfer	\$169,823.85	CalPERS	CALPERS- Dec 2020 Ret
ACH Transfer	\$70,442.46	CalPERS	CALPERS- Jan 2021 Health

Rancho Santa Fe Fire Protection District

List of Demands- Dec 2020

Subtotal \$1,240,266.31

12/15/2020 272,486.89 RSFFPD

12/31/2020 366,750.76 RSFFPD

12/30/2020 72,193.04 RSFFPD

Subtotal \$711,430.69

Payroll

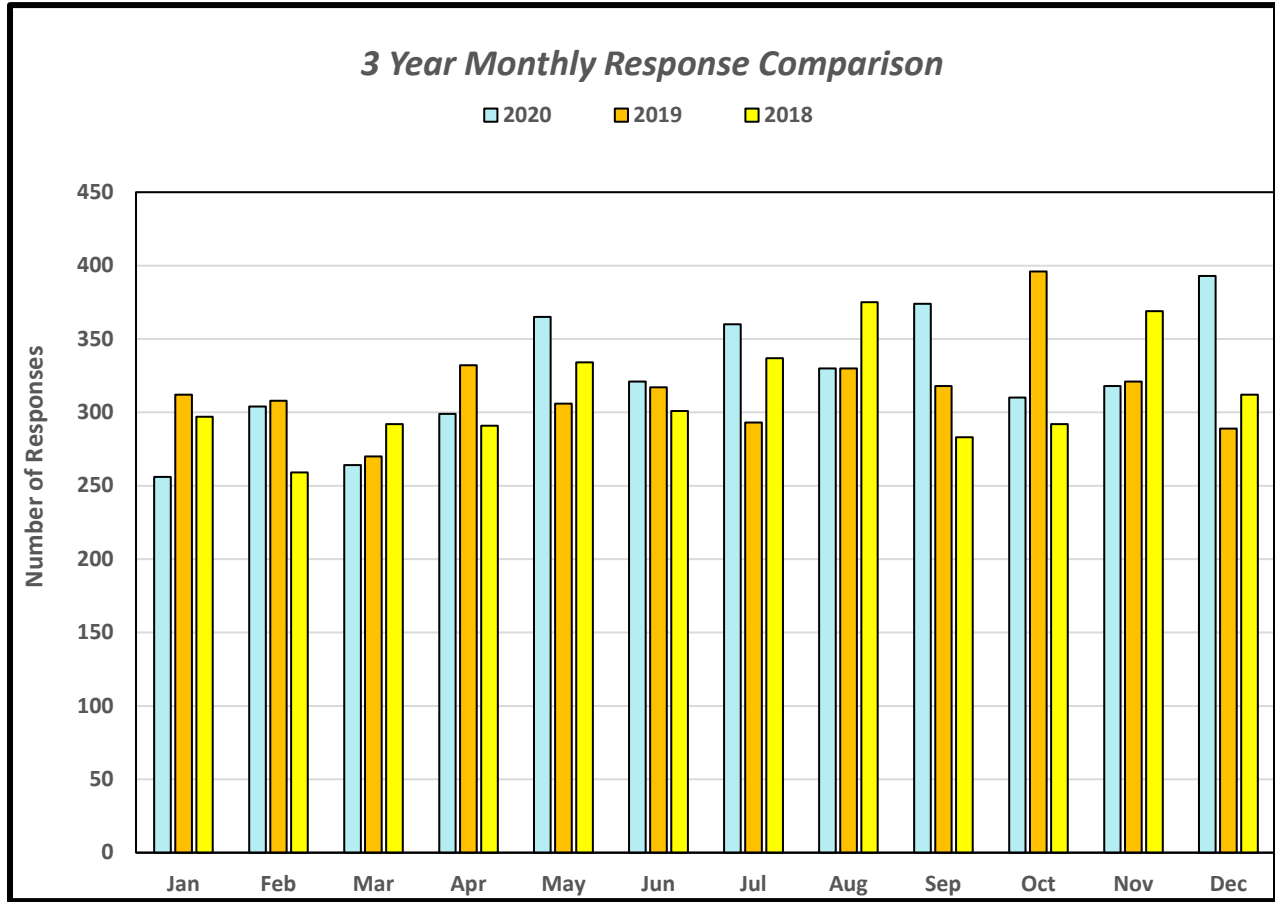
Payroll

*Special +Taber

Total \$2,094,639.52



Rancho Santa Fe Fire Protection District Operations Report December 2020 Incident Reporting



3 Year Call Volume Tracker:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses	
2020	Responses	256	304	264	299	365	321	360	330	374	310	318	393	3894
	YTD	256	560	824	1123	1488	1809	2169	2499	2873	3183	3501	3894	2.6%
2019	Responses	312	308	270	332	306	317	293	330	318	396	321	289	3,792
	YTD	312	620	890	1222	1528	1845	2138	2468	2786	3182	3503	3792	1.34%
2018	Responses	297	259	292	291	334	301	337	375	283	292	369	312	3,742
	YTD	297	556	848	1139	1473	1774	2111	2486	2769	3061	3430	3742	4.53%



Rancho Santa Fe Fire Protection District Operations Report December 2020 Incident Reporting

Monthly Incident Call Type:

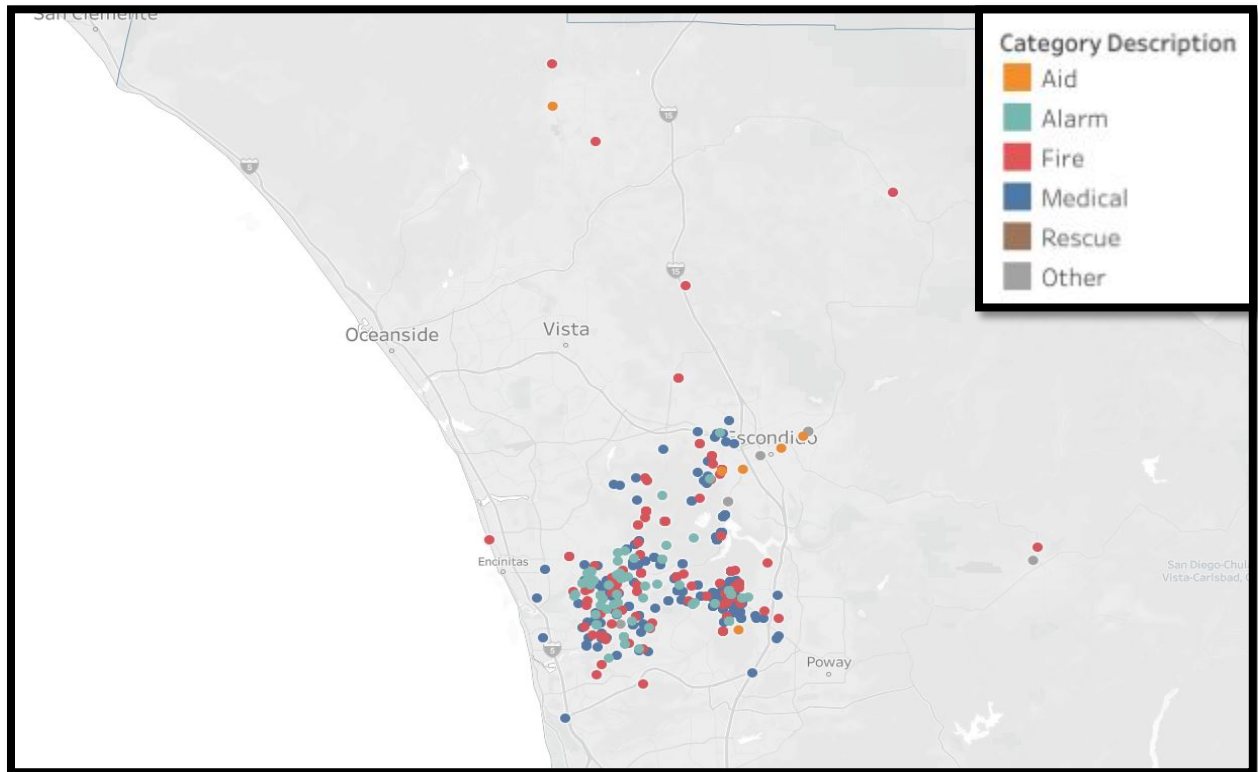
Summary: Number of Incidents by Problem for:
RANCHO SANTA FE FPD

Problem Codes	Category ..	Time Assigned		
		Incidents/R..	% of Total I..	% Differenc..
		2020	2020	2020
11-44 / POSS DEATH	Medical	3.0	0.76%	0.00%
5150 / PSYCH PROBLEMS	Medical	1.0	0.25%	0.00%
A/R - MEDICAL AID	Aid	1.0	0.25%	0.00%
A/R - OTHER	Aid	1.0	0.25%	0.00%
A/R - STRUCT FIRE	Aid	1.0	0.25%	0.00%
A/R - TRAF COLLISION	Aid	1.0	0.25%	0.00%
A/R - VEG FIRE	Aid	2.0	0.51%	0.00%
ABDOMINAL PAIN	Medical	1.0	0.25%	0.00%
ALLERGIES (REACTIONS)	Medical	1.0	0.25%	0.00%
ANIMAL RESCUE / FD	Fire	1.0	0.25%	0.00%
ASSAULT	Medical	5.0	1.27%	0.00%
BACK PAIN (NON-TRAUM..	Medical	3.0	0.76%	0.00%
BIKE ACC	Medical	2.0	0.51%	0.00%
BREATHING PROBLEMS	Medical	17.0	4.33%	0.00%
BURNS (SCALDS)	Medical	1.0	0.25%	0.00%
C2C - CHECK COMMENTS (..	Other	2.0	0.51%	0.00%
CARBON MONIX ALARM	Fire	5.0	1.27%	0.00%
CARDIAC ARREST	Medical	1.0	0.25%	0.00%
CHEST PAIN	Medical	8.0	2.04%	0.00%
CHOKING	Medical	2.0	0.51%	0.00%
CONVULSIONS	Medical	1.0	0.25%	0.00%
CPR	Medical	1.0	0.25%	0.00%
DIABETIC PROBLEMS	Medical	3.0	0.76%	0.00%
DO NOT DISPATCH	Other	2.0	0.51%	0.00%
FAINTING SPELLS	Medical	4.0	1.02%	0.00%
FALL - NOT HEIGHT	Medical	31.0	7.89%	0.00%
FIRE - OTHER	Fire	2.0	0.51%	0.00%
FIRE ALARM - APT / CONDO	Alarm	3.0	0.76%	0.00%
FIRE ALARM - COMM	Alarm	17.0	4.33%	0.00%
FIRE ALARM - RES	Alarm	45.0	11.45%	0.00%
FIRE ALARM PROBLEM	Fire	2.0	0.51%	0.00%
FLOODING PROB - FD	Fire	1.0	0.25%	0.00%
FUEL LEAK / SPILL	Fire	1.0	0.25%	0.00%
GUNSHOT INJURIES	Medical	1.0	0.25%	0.00%
HEADACHE	Medical	1.0	0.25%	0.00%
HEART PROBLEMS	Medical	2.0	0.51%	0.00%
HEMORRHAGE	Medical	3.0	0.76%	0.00%
HYDRANT LEAKING	Fire	2.0	0.51%	0.00%
ILLEGAL BURNING	Fire	3.0	0.76%	0.00%
INVESTIGATION - FD	Fire	2.0	0.51%	0.00%
LIFT ASSIST	Fire	12.0	3.05%	0.00%
LOCK IN - VEHICLE / FD	Fire	2.0	0.51%	0.00%
MEDICAL AID	Medical	24.0	6.11%	0.00%
MEDICAL ALARM	Alarm	5.0	1.27%	0.00%
MOVE-UP	Other	4.0	1.02%	0.00%
NAT GAS ODOR	Fire	3.0	0.76%	0.00%
NON-BREATHHER	Medical	5.0	1.27%	0.00%
ODOR INVESTIGATION	Fire	2.0	0.51%	0.00%
OVEN FIRE	Fire	1.0	0.25%	0.00%
OVERDOSE	Medical	3.0	0.76%	0.00%
PERSON DOWN	Medical	6.0	1.53%	0.00%
PUBLIC SERVICE	Fire	6.0	1.53%	0.00%
RESCUE - OCEAN	Rescue	1.0	0.25%	0.00%
RESCUE - TC	Medical	5.0	1.27%	0.00%
RESCUE - TC COMMERCIAL	Other	1.0	0.25%	0.00%
SEIZURE	Medical	5.0	1.27%	0.00%
SICK PERSON (SPEC DIAG)	Medical	26.0	6.62%	0.00%
SMOKE CHECK	Fire	8.0	2.04%	0.00%
SNAKE REMOVAL	Fire	1.0	0.25%	0.00%
STRIKE TEAM T1 - IN ZONE	Aid	1.0	0.25%	0.00%
STROKE (CVA)	Medical	8.0	2.04%	0.00%
STRUCTURE FIRE - APT / C..	Fire	1.0	0.25%	0.00%
STRUCTURE FIRE - COMM	Fire	1.0	0.25%	0.00%
STRUCTURE FIRE - RES	Fire	6.0	1.53%	0.00%
SUICIDE ATTEMPT	Medical	3.0	0.76%	0.00%
TC	Medical	25.0	6.36%	0.00%
TC - VEH VS PED	Medical	1.0	0.25%	0.00%
TRAUMATIC INJURIES	Medical	5.0	1.27%	0.00%
TREE DOWN	Fire	6.0	1.53%	0.00%
TREE FIRE	Fire	1.0	0.25%	0.00%
UNCONSCIOUS	Medical	8.0	2.04%	0.00%
VEGETATION FIRE	Fire	10.0	2.54%	0.00%
VEHICLE FIRE	Other	1.0	0.25%	0.00%
WALK IN / UP MEDICAL AID	Other	1.0	0.25%	0.00%
WATER PROB - FD	Fire	6.0	1.53%	0.00%
WORKING STRUC. RES	Fire	3.0	0.76%	0.00%
Grand Total		393.0	100.00%	0.00%

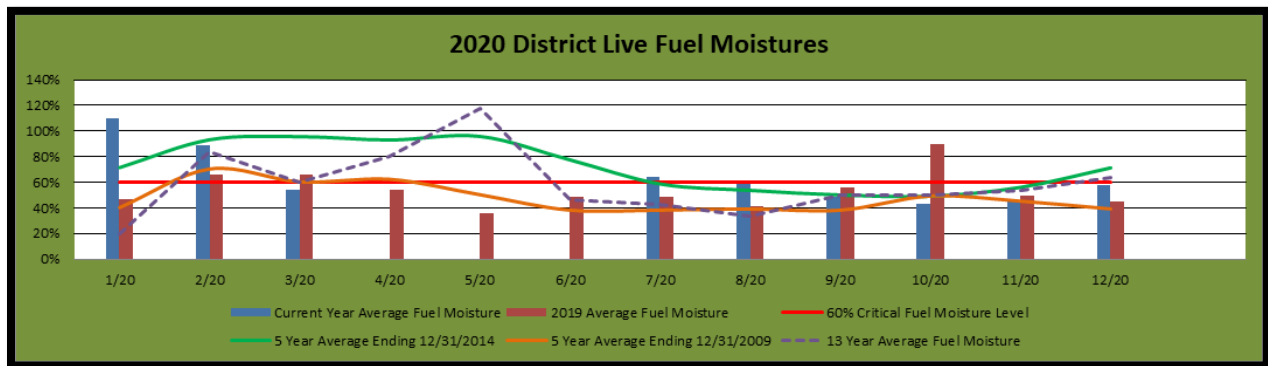


Rancho Santa Fe Fire Protection District Operations Report December 2020 Incident Reporting

Monthly Incident Map:

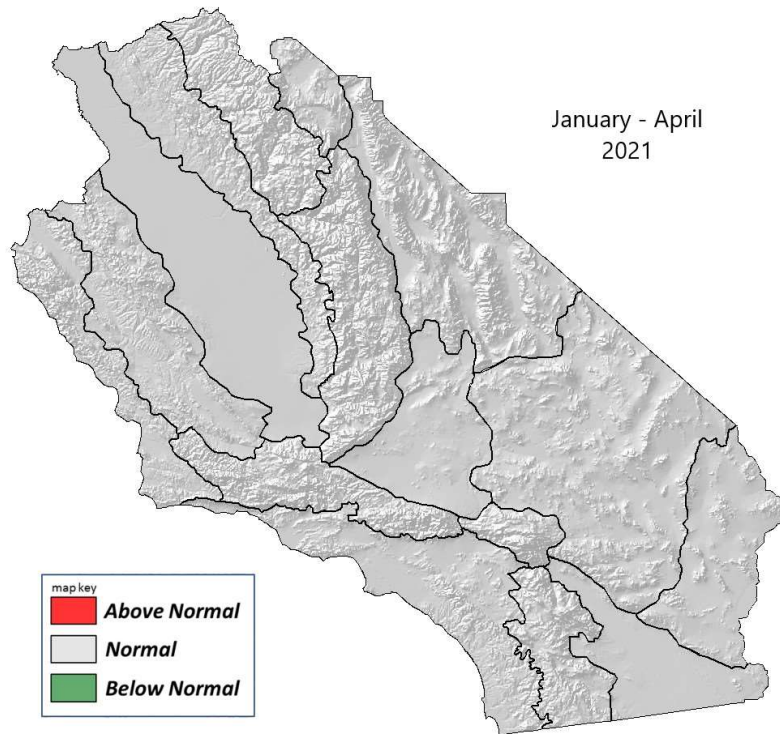


Monthly Fuel Moisture:



Significant Incidents:

Date	Incident Type	Units Assigned:
12/05/2020	Captain Dale E. Mosby Celebration of Life.	
12/12/2020	Structure Fire –Via De Santa Fe	E261, E262, E263, E264, T235, T237, E237, B233, B261
12/23/2020	Creek Fire (4,000 Acres/Santa Ana)	WT266 and E264
12/30/2020	Vaccination Training for Paramedic s and Nurse Coordinator to become Vaccinators.	



***Monthly Images will only be shown when there are changes**

January - April 2021 South Ops Highlights

- Near normal offshore wind events through the period.
- A little below normal rainfall through the period.
- A little above normal temperatures through the period.



Weather Discussion

Strong high pressure sat off the California Coast most of December. This high pressure brought above normal temperatures to both Central and Southern California most days this month. There were a few fast moving Pacific troughs that moved inland across Northern California bringing near to a little below normal temperatures. The only day that had well below normal temperatures was on December 28th, when temperatures were 10 to 20 degrees below normal. The storm track remained to the north of the region most of December. Scattered showers moved across Central California mainly from a Monterey/Tulare County line northward December 11th, December 13th, and again on December 17th. Most locations received between a quarter inch and three quarters inch of rainfall with each of the three troughs. The snow level over the Sierra was between 7,000 and 8,000 feet and over a foot of new snow fell over the Crest. There was little or no rainfall across Southern California and the southern portions of Central California with these three troughs. Widespread showers and isolated thunderstorms moved across the entire area the evening of December 27th through December 28th as an area of low pressure moved inland near Point Conception. Most of the Central Coast and Southern California received between 1 and 2 inches of rainfall, while most of the Sierra received between a half inch and an inch of rainfall with this storm. The snow level lowered to around 4,000 feet and around a foot of new snow fell over both the Sierra and the mountains of Southern California. Overall, temperatures were above normal (**Fig 1**) and rainfall was below normal for December (**Fig 2**). There were two strong offshore wind events across Southern California early in the month. They occurred from December 2nd – December 3rd and from December 7th – December 8th. North to east winds of 20 to 40 mph with gusts to 60 mph surfaced across the mountains and below the canyons and passes from Ventura County southward to San Diego County. The windiest areas received gusts to 80 mph. On December 7th, offshore winds of 15 to 30 mph with gusts to 50 mph even surfaced across portions of Central California which is quite unusual. The predominant flow was offshore most of the month.

Av. Max. Temperature dep from Ave (deg F)
12/1/2020 – 12/29/2020

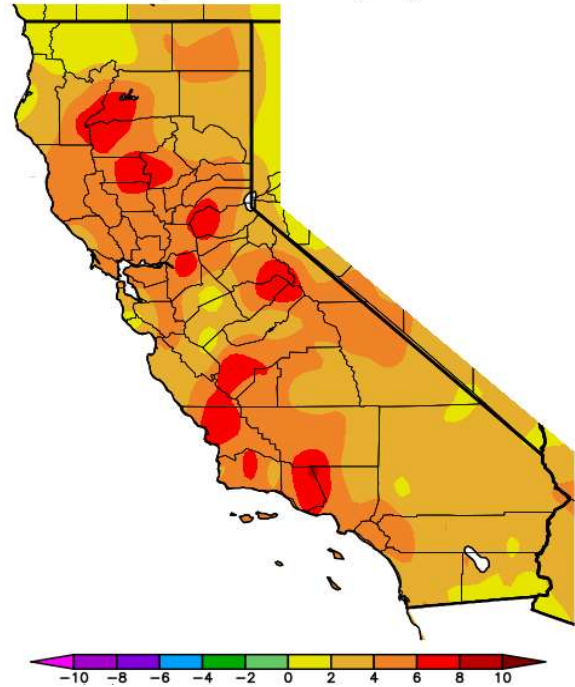


Fig 1: December 1st - December 29th Temperature (% of Ave.)

Percent of Average Precipitation (%)
12/1/2020 – 12/29/2020

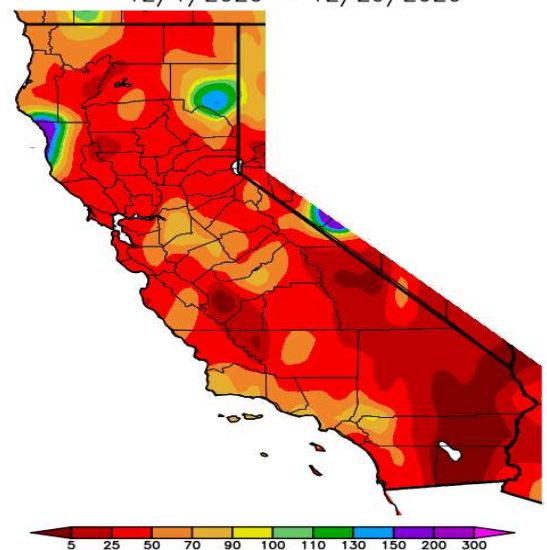


Fig 2: December 1st - December 29th Precipitation (% of Ave.)



Fuels Discussion

Drought conditions continued to increase across both Central and Southern California in December. The desert areas bordering Nevada and Arizona are now under extreme to exceptional drought. The rest of the area is mostly under moderate to severe drought, but across Orange County, the Inland Empire, and San Diego County only abnormally dry conditions exist (**Fig 3**). There is currently nowhere in the region without some type of drought condition. The 1000-hour dead fuels have increased to a little below normal across much of Central California and to a little above the 10th percentile across Southern California (**Fig 4**). The 100-hour dead fuels were below the 3rd percentile and breaking record levels across Southern California during the first week of the month. These values increased substantially at the end of the month due to the significant wetting rainfall (**Fig 5**). The live fuel moisture remains extremely dry and it is still mainly between 50% and 70% across the area (**Fig 6**).

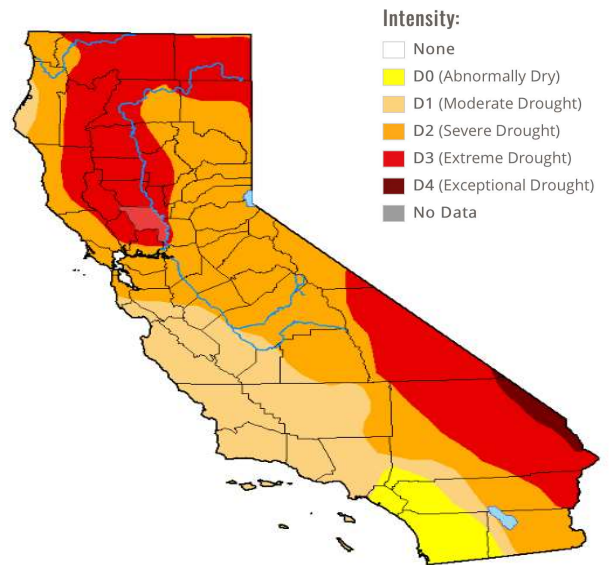


Fig 3: Drought Monitor December 29th, 2020

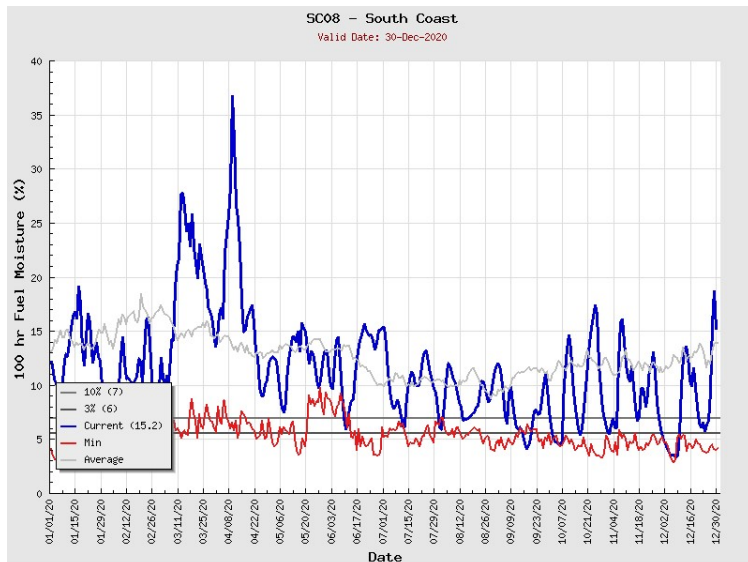


Fig 5: South Coast 100 hr Dead fuel moisture December 30th

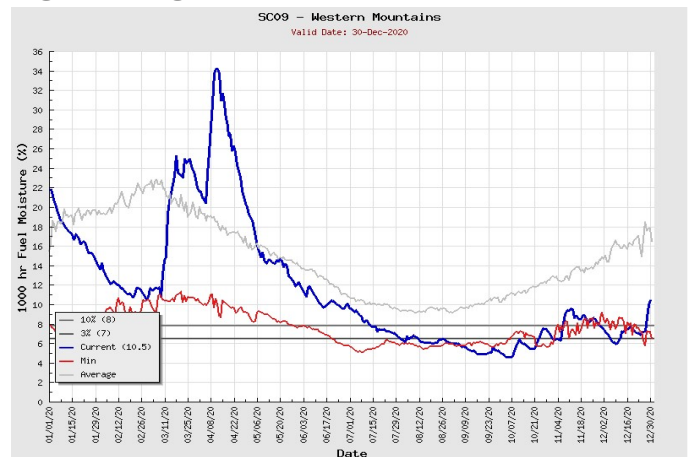


Fig 4: Western Mountains 1000 hr Dead fuel moisture December 30th

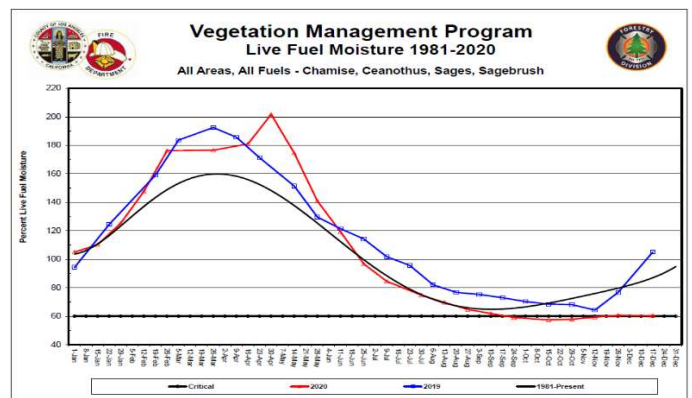


Fig 6: LA County Live Fuel Moisture December 15th

SOUTH OPS OUTLOOK

Even though sea surface temperatures remain above normal in the Gulf of Alaska and along the West Coast, they are starting to cool (**Fig 7**). These cooling sea surface temperatures will most likely cause the high pressure off the California Coast to weaken. The weakening high pressure will allow Pacific troughs to move inland further south along the West Coast periodically bringing cooler temperatures and better chances of beneficial rainfall this winter into the early spring. Well below normal sea surface temperatures are expected to continue across the Equatorial Pacific Ocean limiting the amount of sub-tropical moisture that gets entrained into Pacific troughs (**Fig 8**). Temperatures are expected to remain above normal and precipitation below normal each month January through April, but values are expected to be much closer to normal than in recent months. Enough precipitation is expected from January to April to cause the large fire threat to be near normal regionwide. A near normal amount of Santa Ana wind events are expected across Southern California January through April.

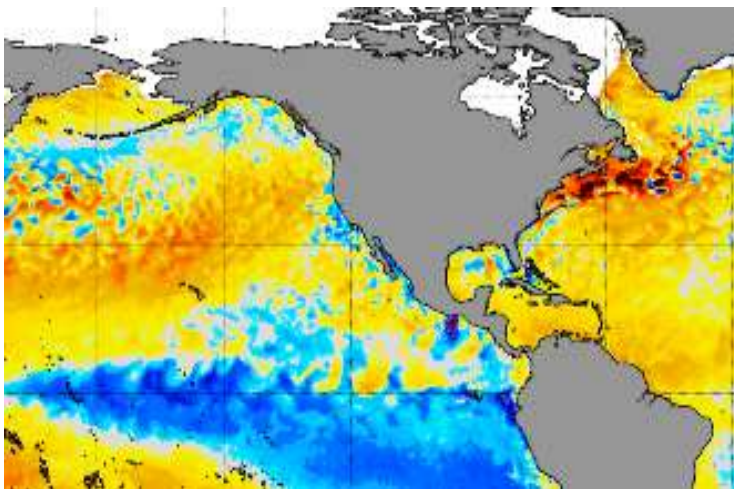


Fig 7: Sea Surface Temperature Anomaly, December 30th, 2020

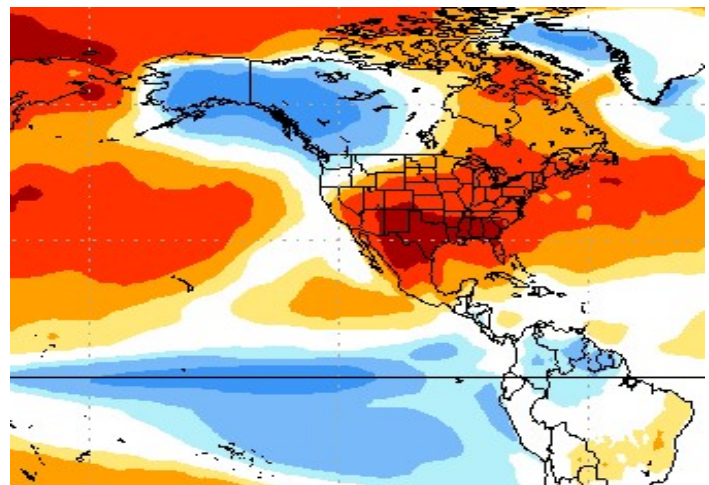
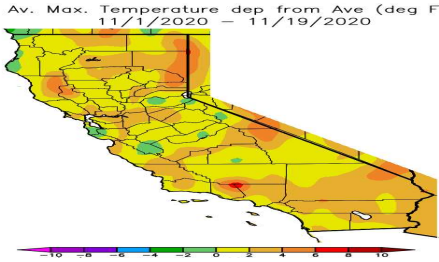


Fig 8: Forecast Temperature Anomalies for January through April, December 30th, 2020

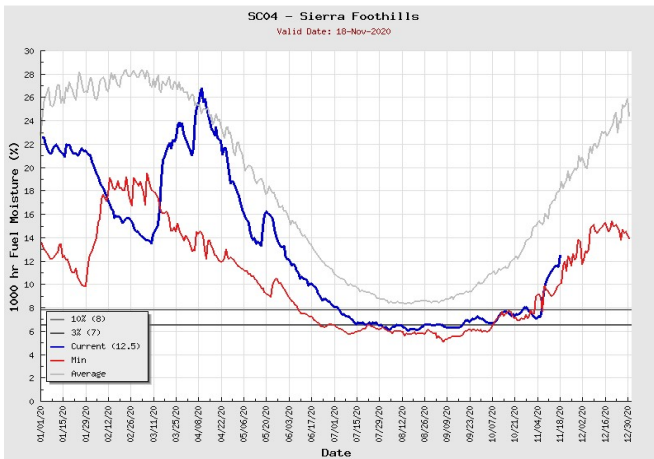


Select Intel Links used in the forecast



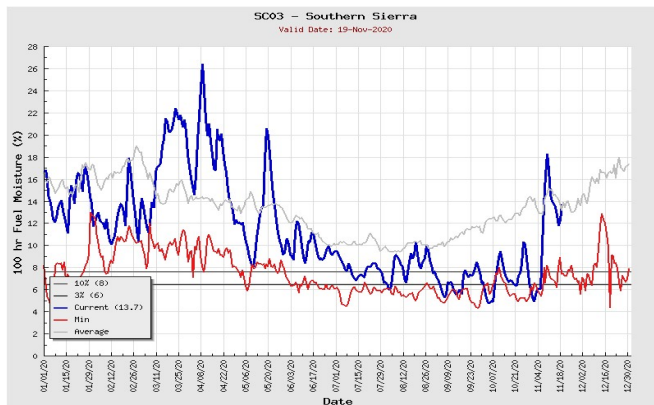
Climate

- <https://calclim.dri.edu/pages/anommaps.htm>



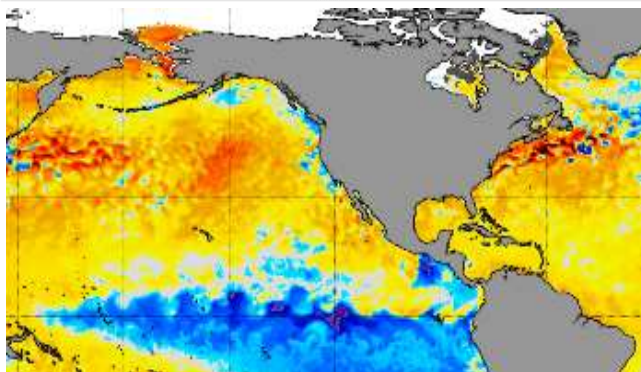
1000 hr dead fuel moisture

- <https://gacc.nifc.gov/oscc/fuelsFireDangerThousand.php>



100 hr dead fuel moisture

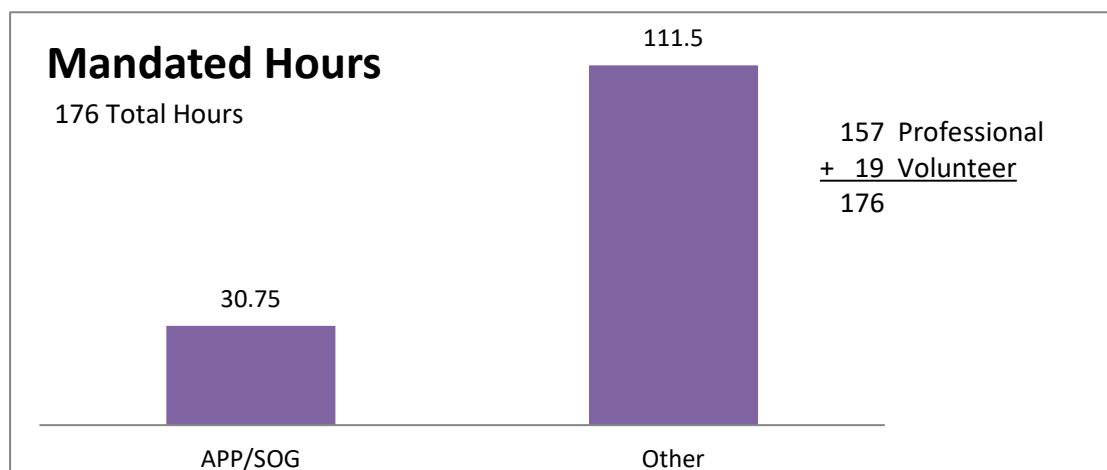
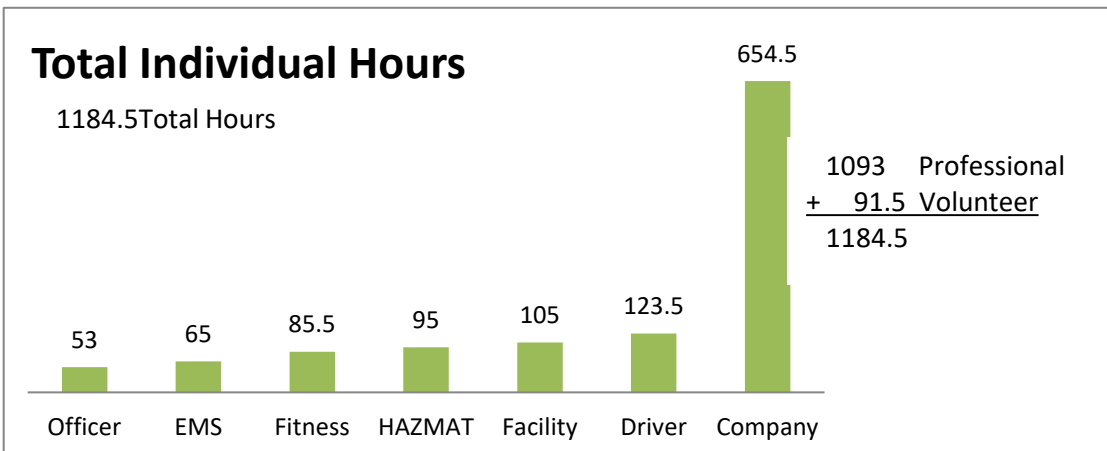
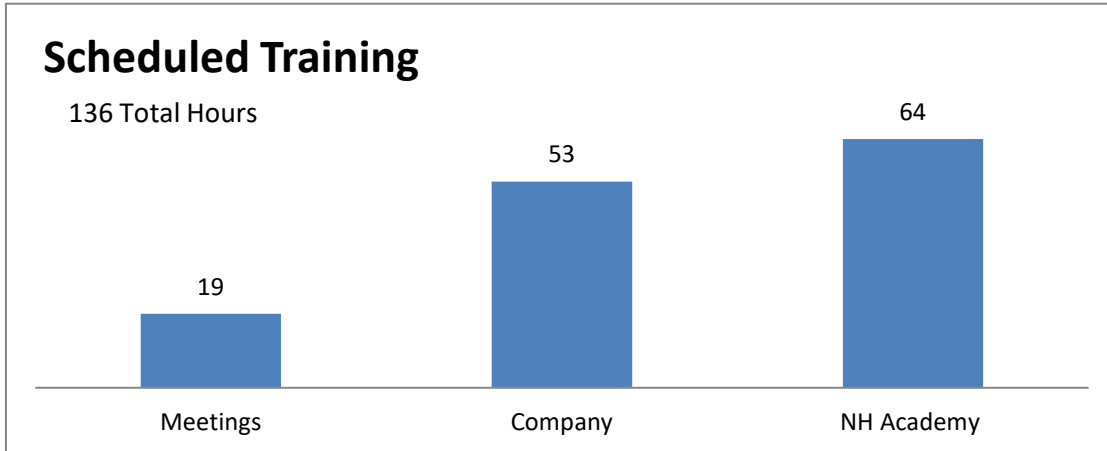
- <https://gacc.nifc.gov/oscc/fuelsFireDangerHundred.php>



Current sea surface temperatures

- <https://www.ospo.noaa.gov/Products/ocean/sst/anomaly/>

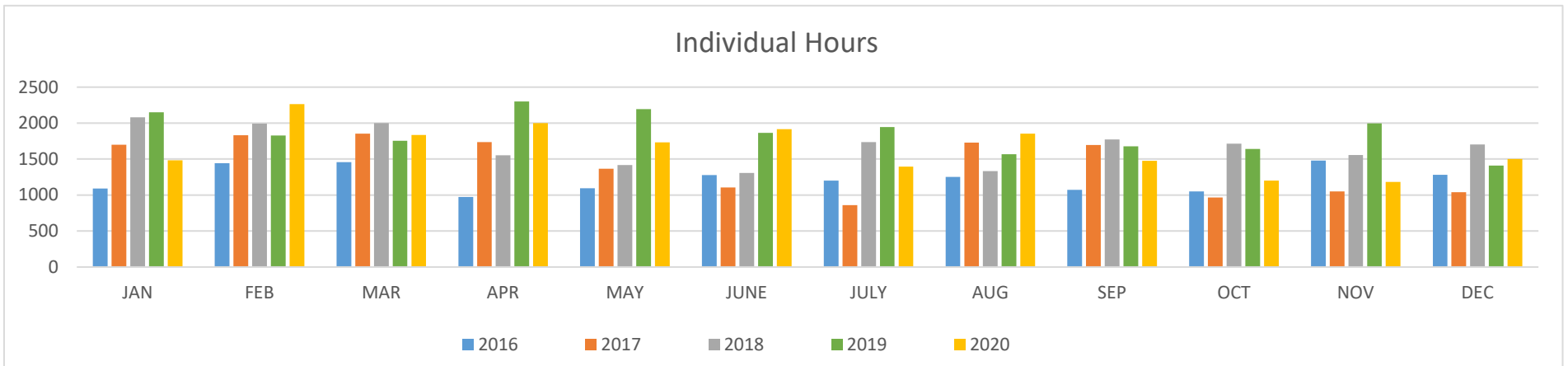
Training Division December 2020



See next page for description.

2016 - 2020

		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
2016	Calendar	163	135.5	159.5	119	129.5	132	80.5	133.5	127	168	118.5	94.75	1560.75
	Individual	1091.5	1444.2	1456.3	974.8	1094.5	1276.5	1201.5	1251	1073	1049.25	1480.8	1283.3	14675.95
	On-demand	80.3	132.5	132.5	24.5	102.75	167	204.25	134	201.3	136.25	156.55	212.5	1684.4
2017	Calendar	186	108	146.5	160.5	89.5	112.5	146.5	182	131	127.5	83.5	75.5	1549
	Individual	1699.8	1833	1855.3	1736	1367.5	1104.5	860.5	1728.5	1696	966.75	1049.5	1040	16936.75
	On-demand	79.8	145	65	66	58.75	87.75	210.75	178	84.25	58	160.5	103	1296.8
2018	Calendar	190	200.5	113.5	116.5	129	64.5	165	77.5	121	144.5	81	97.5	1500.5
	Individual	2081.5	1992.8	2000.5	1554	1415.8	1309.3	1737.5	1334.8	1774	1715.75	1557.3	1704.6	20177.6
	On-demand	148	251.41	208.5	158.3	198.5	87.75	210.75	311.5	77	101	95.5	305.5	2153.66
2019	Calendar	157	179	71	174.5	100.5	159	158	353	120	115	100	96	1783
	Individual	2151.3	1828.3	1754.8	2300	2196.5	1866.3	1945.3	1567.8	1680	1642	1995.8	1411.8	22338.5
	On-demand	101.25	66.75	117.25	139.5	120.25	200.5	93.25	177.5	262.3	216.5	175.5	156.5	1827
2020	Calendar	72	118	68.5	115.5	66	189.5	110.5	146.5	82	40	136	100	1244.5
	Individual	1485.3	2262.5	1836.3	2001	1731.9	1915	1395.8	1855.3	1476	1200.75	1184.5	1502	19845.9
	On-demand	91.5	132.25	96.25	161.8	198.5	182.3	175.5	65	142.3	132.25	176	423	1976.55



Total Hours in the last Five Years:

Calendar	7637.75
Individual	93974.7
On-Demand	8938.41
<hr style="border-top: 3px double #000;"/>	
	110550.86

Training Division - Descriptions

Scheduled Training		
Training hours are planned annually. This is to maintain a well organized year and to help the firefighters be successful with the hours required by Federal, State, Local.		
Total Individual Hours - 6 Subjects		
Subject	Definition	Examples
Company	Documentation of all Company Training that is not Driver, Officer, Haz-Mat, or Facility Training.	Aerial Ladder, Hose, Ladders, Physical Fitness, SCBA, Technical Rescue, Ventilation, etc.
Driver	This is for documenting Driver Training hours. Per ISO standards employees considered a "Driver" will be required to complete 12 hours of Driver Training annually. You can use this same form to record Driver Training hours for Non-Drivers and it will be counted towards Company Training.	Apparatus Inspections & Maintenance, Basic Hydraulics, Defensive Driving, Maps, Driving Heavy Vehicles, Etc.
Facility	This is live training conducted at an approved site. For the location to be approved it must have at least two acres on the property, a three story tower, and a burn facility. It is also important to note that the training must not just occur on the approved site, but the facility itself must be used. If your users are just sitting in a classroom at an approved site, this cannot count towards facility hours and the completion would need to be applied elsewhere. However, if the classroom portion was followed by utilization of the facility, the entire time could count towards Facility Training.	Company Evolutions, NFPA 1410 Driver/Operator, NFPA 1002 Fire Officer, NFPA 1021 Firefighter Skills, NFPA 1001 Hazardous Materials, NFPA 472 Live Fire, NFPA 1403 Other NFPA Fire Based Training
HazMat	This is for documenting Hazardous Materials Training hours. Per ISO standards all firefighters are required to complete 6 hours of Hazardous Materials Training annually.	DOT Guidebook Review, Decontamination Procedures, First Responder Operations, Etc.
Officer	Per ISO standards employees considered a "Officer" will be required to complete 12 hours of Officer Training annually. You can use this same form to record Officer Training hours for Non-Officers and it will be counted towards Company Training.	Dispatch, General Education, Meetings, Orientation, Exam, Management Principles, Personnel, Promotional, Public Relations, Etc.
EMS	EMS is not tracked or required by Insurance service Organization for Rating. EMS Continuing Education is tracked for recertification of Paramedics (48/2yrs) and EMT (24/2yrs). Through Emergency Service Medical Administration (EMSA).	Continuing Education and SIMS
Mandated Hours		
Hours completed through an assignment on an online database (Target Solutions). Mandated assignments are required by either Federal, State, Local.		

PLAN REVIEWS						
Plan Type	# of Reviews	Resubmittals	Staff Hours	# of Structures	Approved New SQFT (Mit Fees)	Total SQFT Reviewed
New Residential	8	6	1	6	6,254	33,947
Additions/Remodels	4	2	-	-	3,486	-
New Commercial	1	-	-	-	-	-
Commercial T.I.	2	-	-	-	-	-
Tents/Special Events	-	-	-	-	-	-
Rack Storage	-	-	-	-	-	-
Preliminary	6	-	2	2	-	-
Fire Suppression Systems	8	-	1	-	-	-
Alarms	5	-	-	-	-	-
Landscaping	17	4	2	-	-	-
Grading/Mylars/Improvement Plans	5	-	-	-	-	-
Underground	2	-	-	-	-	-
Hood System	-	-	-	-	-	-
Tanks	-	-	-	-	-	-
Cell Sites	-	-	-	-	-	-
DSS/CCL	1	-	-	-	-	-
DPLU	-	-	-	-	-	-
Solar Panels	1	-	-	-	-	-
High Piled Storage	-	-	-	-	-	-
High Hazard/Communications/Other	2	-	-	-	-	-
Spray Booth	-	-	-	-	-	-
TOTAL	62	12	6	8	9,740	33,947
TOTAL PLAN REVIEWS:		74				

REPORTS	
Fire Protection Plans	-
Technical Reports	-
TOTAL	

INSPECTIONS	
Inspection Type	# of Inspections
Alarms	6
Fire Supression Systems	28
Building Construction	24
Landscaping	7
Tent/Special Event	1
Gates/Knox	1
Site Visit	5
Technical Report/FPP	-
Underground	6
Annual Inspection	
Other	4
TOTAL	82

SPECIAL PROJECTS	
Project Type	# of Projects
Grants	1
GIS	-
Forms (Updates/New)	2
Project Research	3
Computer Programming/I.T.	
Emergency Response Support	12
Annual Mailer (Weed Abatement)	1
Board Report Formatting/ Design	-
Other	4
TOTAL	23

MEETINGS	
Meeting Type	# of Meetings
H.O.A	2
Staff	12
Board	1
On-Site Project Meetings	7
In-Office Project Meetings	6
Shift	-
Captain's	-
Weed Abatement	3
County	2
Code Development	-
Support/I.T. Development	-
San Diego County FPO's	3
Community Stakeholder Meetings	-
Other	5
TOTAL	41

TRAINING/EDUCATION	
Class Name	Dates
Juvenile Firesetter 1	12-2/12-3
ISA Certified Arborist Annual Conference	12-7/12-11
2018 IBC Care Facilities Provisions	12/17-12/18/20
TargetSolutions	12/28-12/29/20
TOTAL	

PREVENTION / PUB ED	
Activity	Number
Phone Calls	266
Emails	2,896
TOTAL	3,162

WEED ABATEMENT	
Activity	# of Inspections
Weed Abatement Inspection	36
Weed Abatement Reinspection	
1st Notice	5
Final Notice	16
Posting	3
Notices Printed	65
Forced Abatement	3
TOTAL	128

ADMINISTRATIVE SERVICES/OFFICE SUPPORT	
Activity	# Completed
Phone Calls	438
Correspondence	1,555
Walk in/Counter	138
Knox Application Request	5
Burn Permits	-
Plan Accepted/Routed	91
Special Projects	2
Scanning Documents/Electronic Files	147
Meetings: Admin/Prevention/Admin Shift	3
Post Office Runs	-
Deposit Runs/Preparations	3
TOTAL	2,382

STAFF REPORT

NO. 21-01

TO: BOARD OF DIRECTORS
FRED W. COX, FIRE CHIEF

FROM: ALICEA CACCAVO, MANAGER, FINANCE & ADMINISTRATION

SUBJECT: RESOLUTION TO ESTBLISH EMPLOYER PICK-UP OF EMPLOYEE
CONTRIBUTION TOWARDS EMPLOYER PENSION COSTS

DATE: JANUARY 15, 2021



RECOMMENDATION

Adopt Resolution No. 2021-01 to authorize the District and its employees the ability to share the costs of the employer contribution towards the Unfunded Accrued Liability retirement benefits under the CalPERS retirement benefit plan by implementing CA Government Code § 20516(f).

BACKGROUND

The District currently contracts with the California Public Employees' Retirement System (CalPERS) for their defined benefit plan.

On May 12, 2010, the Board of Directors adopted Resolution 2010-03 allowing for the District to defer member paid contributions by implementing the provisions of section 414(h)(2) of the Internal Revenue Code (IRC) which allows a tax benefit to all employees who are members of CalPERS.

Due to the ever increasing Unfunded Accrued Liability (UAL) for the Classic Safety plans, the Board of Directors have negotiated an additional percentage to be picked up by the employer from the employees of these plans to share in the costs of the employer contribution towards the UAL by implementing Government Code section 20516(f) in the Memorandum of Understanding (MOU) dated 1/1/2021 – 12/31/2023.

Government Code section 20516(f) reads:

Nothing in this section shall preclude a contracting agency and its employees from independently agreeing in a MOU to share the costs of any optional benefit, in a manner inconsistent with this section. However, any agreement in a MOU that is inconsistent with this section shall not be part of the contract between this system and the contracting agency.

Resolution No. 2021-01 outlines the manner and restrictions in which the provision pertaining to contributions can be collected and disbursed, including accommodating the Internal Revenue Code (IRC) 3401(a)(12)(A) that allows the pick-up contributions to be treated as employer contributions for federal tax purposes.

RESOLUTION No. 2021-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT TO ESTABLISH EMPLOYER PICK-UP OF EMPLOYEE CONTRIBUTION TOWARDS EMPLOYER PENSION COSTS

WHEREAS the Board of Directors has the authority to implement Government Code section 20516(f), which authorizes, under certain specified conditions, the District and its employees to share the costs of the employer contribution towards the Unfunded Accrued Liability (UAL) retirement benefits under the CalPERS retirement benefit plan ("CalPERS Plan"); and

WHEREAS, pursuant to section 20516(f), certain District employees, as specified in applicable memoranda of understanding or other District resolutions, policies or agreements, contribute an agreed percentage of their base salary ("Contributions") towards the District's cost of the CalPERS Unfunded Accrued Liability (UAL) retirement benefits provided for such employees; and

WHEREAS, section 20516(f) authorizes the District to implement cost-sharing arrangements without amending its existing pension contract with CalPERS; and

WHEREAS, pursuant to the terms of the CalPERS Plan, the Contributions shall continue to be designated as employer contributions; and

WHEREAS, section 3401(a)(12)(A) of the Internal Revenue Code ("Code") excludes employer contributions from an employee's wages until such time as such contributions are distributed to the employee; and

WHEREAS, as a result of the preceding, the Contributions will be taken on a pre-tax basis since the Contributions are considered by the CalPERS Plan to be employer contributions; and

WHEREAS, in the event the IRS takes a contrary position, concluding that the Contributions should be characterized as employee contributions rather than employer contributions, the District wishes to ensure that the Contributions are not treated as currently taxable to employees; and

WHEREAS, notwithstanding its position that the Contributions are deemed to be employer contributions by the CalPERS Plan and, therefore, excludable from an employee's income until distributed, the District wishes to implement the provisions of section 414(h)(2) of the Code; and

WHEREAS, pursuant to IRC section 414(h)(2) of the Code, employee contributions to a public employer pension plan may be picked up on a pre-tax basis by the public employer and excluded from an employee's gross income if the employer specifies that the contributions, although designated as employee contributions to the plan, are being paid by the employer in lieu of contributions by the employee, and the employee cannot choose to receive the amounts directly instead of having them paid by the employer; and

WHEREAS, the District has determined that, even though the implementation of the provisions of section 414(h)(2) is not required by law, the tax benefits of section 414(h)(2) in reducing taxable employee gross income should be provided to its employees who are members of CalPERS; and

WHEREAS, Internal Revenue Service Revenue Ruling 2006-43 requires that the District take contemporaneous action evidencing an intent to establish a proper pick-up under section 414(h)(2).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rancho Santa Fe Fire Protection District that

SECTION 1. Unrepresented employees shall make an irrevocable and binding election not to receive said Contributions in cash in lieu thereof and to have the District pick-up and contribute such Contributions to the CalPERS Plan towards the District's cost of the CalPERS Unfunded Accrued Liability (UAL) retirement benefits provided for such employees, and employees covered by a collectively bargained agreement shall be required to contribute such Contributions as specified therein. "Contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to the employer account pursuant to California Government Code section 20516(f).

SECTION 2. The District will implement the provisions of Code section 414(h)(2) with respect to the Contributions.

SECTION 3. The Contributions, which may be designated as employee contributions by the Internal Revenue Service, will be picked up on a pre-tax basis by the District in lieu of employee contributions so that such Contributions are treated as employer contributions.

SECTION 4. An Employee may not elect to receive Contributions directly instead of having them paid by the District to the CalPERS Plan.

SECTION 5. Amounts picked up by the District shall be paid from the same sources of funds as used in paying salary.

SECTION 6. The effective date of the pick up by the District shall be no earlier than January 1, 2021 and the pick-up applies only to Contributions made after this effective date.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 20, 2021 by the following vote:

AYES:

NOES:

NONE:

ABSTAIN:

James H Ashcraft
President

ATTEST:

Alicea Caccavo
Board Secretary

RESOLUTION 2021-02

A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349

This Memorandum of Understanding, hereinafter referred to as the "MOU", is by and between the Rancho Santa Fe Fire Protection District, hereinafter referred to as the "District", and the Rancho Santa Fe Professional Firefighters Association – Local 4349, hereinafter referred to as "Association", and is intended to outline the term of the contract for wages, hours, and working conditions for the group of employees identified.

WHEREAS, the authorized representatives of the District and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq. for a successor MOU; and

WHEREAS, the District and the Association representatives acknowledge that the District and Association reached agreement on matters within the scope of representation and prepared a written MOU.

WHEREAS, the Association has agreed and ratified the MOU; and

WHEREAS, the District's representatives have recommended that the Board of Directors adopt MOU.

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term January 1, 2020 thru December 31, 2022.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 20, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Alicea Caccavo
Board Secretary

RANCHO SANTA FE FIRE PROTECTION DISTRICT

MEMORANDUM OF UNDERSTANDING

RANCHO SANTA FE PROFESSIONAL
FIREFIGHTERS ASSOCIATION – LOCAL 4349



Expires: ~~December 31 June-30, -2023~~

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MEMORANDUM OF UNDERSTANDING
between
RANCHO SANTA FE FIRE PROTECTION DISTRICT
and
RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS ASSOCIATION – LOCAL 4349

ARTICLE I PREAMBLE

01.01 This Memorandum of Understanding is made and entered into this 1st day of January 20~~2117~~ by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Firefighters Professional Firefighters Association – Local 4349 (hereinafter referred to as "ASSOCIATION").

01.02 This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.

ARTICLE II RECOGNITION

02.01 The District recognizes the Association as the majority representative for all classifications in the bargaining unit.

02.02 This Memorandum of Understanding is the sole and exclusive document for all Classifications identified in this Agreement between the District and the Association. This Memorandum of Understanding shall supersede all previous agreements.

02.03 Current classifications assigned to the bargaining unit are:

- a. Captain
- b. Engineer/Paramedic
- c. Firefighter/Paramedic

~~The position of Engineer shall be eliminated effective January 1, 2020. Any employee classified as an Engineer, shall be reclassified as an Engineer/Paramedic retroactive to January 1, 2020, including wages.~~

02.04 All provisions and benefits of this Agreement shall be applicable only to employees in classes in the above-mentioned bargaining unit.

ARTICLE III IMPLEMENTATION

03.01 This Memorandum constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of Association. However, this agreement is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV TERM

04.01 The term of this Memorandum shall commence on the date when the terms and conditions for its effectiveness, as set forth in Implementation, are fully met; but in no event shall said Memorandum become effective prior to 12:01 am on January 1, 20~~2117~~. Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 202~~30~~.

04.02 Successor Memorandum: In the event the Association or the District desires to meet and confer on the provisions of a successor Memorandum, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor Memorandum. Should the meet and confer process for a successor Memorandum exceed the term of this Agreement, all terms and conditions of this Memorandum shall be continued until an Agreement is reached.

ARTICLE V RENEGOTIATION

05.01 In the event the Association desires to meet and confer in good faith on the provision of a successor Memorandum of Understanding, it shall serve upon the District its written request to commence meeting and conferring in good faith for such successor Memorandum of Understanding.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

ARTICLE VI MANAGEMENT RIGHTS

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the district, its properties and facilities including, but not limited to innovative and experimental uses of the district facilities and experimental and pilot investigation of new fire science programs.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB 3500 ET seq. or other statutes.

ARTICLE VII EMPLOYEE RIGHTS

07.01 It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the District or not to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the District or through an authorized Association representative.

ARTICLE VIII UNFAIR EMPLOYEE RELATIONS PRACTICE

08.01 It is agreed that it shall be an unfair employee relations practice for the District and/or the Association or its representatives:

- a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation; or for the Association or its representatives to refuse to meet and confer in good faith on matters within the scope of representation.

ARTICLE IX GRIEVANCES

09.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a Memorandum of Understanding, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

09.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information, which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.

- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

09.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.
- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale, which are to be submitted by the grievant to the Board of Directors, shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation. There shall be no cost to the parties.

ARTICLE X DISCHARGE OR OTHER DISCIPLINARY ACTION

10.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

10.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with the following:

1. Appeal of Punitive Action Involving, Suspension (3 days or less), or Reduction in Base Pay (3 days or less) – *Informal Procedure*

Pursuant to Government Code section 11445.20, the following informal procedure shall be used for an appeal by a Firefighter of a punitive action-involving a suspension of three (3) days or less, or reduction in pay that is valued at three (3) day or less.

- a. Notice of Informal Hearing: this Discipline Policy shall serve as the notice of the District's election to proceed with an informal hearing and the District is not required to repeat this notice in connection with discipline identified in this section.
- b. Notice of Appeal to Fire Chief: within five (5) calendar days of receipt by a Firefighter of a notice of punitive action under this section, the Firefighter shall notify the Fire Chief in writing of the Firefighter's intent to appeal the punitive action.

The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for appeal.

The Fire Chief shall schedule an appeal hearing within fifteen (15) calendar days of the date of filing of the Notice of Appeal and the Administrative Manager shall notify the Employee of the time and date fixed for the Hearing.

Upon conclusion of the appeals hearing, the Fire Chief shall review all the information and inform the Employee in writing, of Fire Chief's determination within five (5) working days after the Hearing. The written decision shall be pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.

If the Employee is dissatisfied with the determination made by the Fire Chief, he/she may appeal the determination to the Board of Directors; provided that a Written Notice of Appeal is filed with the Administrative Manager no later than fifteen (15) calendar days after the date of personal service or mailing of the Notice of the Fire Chief's decision, whichever is earlier.

- c. Notice of Appeal to Board of Directors: Upon receiving a written Notice of Appeal to the Board of Directors, the Administrative Manager shall notify the President of the Board of Directors of the appeal request. The decision of the Board of Directors shall be final and binding and not subject to any further appeal.
- d. Procedure: The Board of Directors shall set an informal hearing within fifteen (15) days from receipt of the Firefighter's notice of appeal. The District shall have the burden of proof, which shall be established by a preponderance of the evidence. The formal rules of evidence do not apply and the presiding officer may exclude evidence, which is incompetent, irrelevant, or cumulative. The District has determined cross-examination is not necessary for proper determination under the informal hearing procedure. However, the Board of Directors has discretion to permit cross-examination of witnesses in the informal hearing if it is necessary for proper

determination of the matter. The Board of Directors may permit the parties to submit either oral or written closing arguments at the conclusion of the informal hearing. The hearing shall be recorded by a court reporter only if the discipline involves loss of compensation. All other hearings may be tape recorded at the request of the parties. The per diem cost of the court reporter shall be equally borne by the parties, and the cost of receiving a transcript of the hearing shall be borne by the party making the request.

- e. Representation: The Firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. The fees and costs associated with such representation shall be borne by the Firefighter.

Decision: The Board of Directors decision shall be in writing pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.

2. Appeal of Punitive Action Involving Discharge, Demotion, Suspension (4 days or more), or Reduction in Pay – *Formal Hearing*

Pursuant to Government Code section 11512, the following formal procedure shall be used for an appeal by a Firefighter of a punitive action involving a discharge, demotion, suspension of (4) days or more, or reduction in pay that is valued at four (4) day or more.

- a. Notice of Discipline: in the case of punitive action, the District shall personally serve the Firefighter with a final notice of discipline in the form of an Accusation, which shall state the Firefighter’s request for a hearing must be received by the District within fifteen (15) calendar days after the Accusation is personally served on the Firefighter and their representative. The notice of discipline will include the specific instructions on how the Firefighter may request the appeal. If the Accusation is served by mail, then the request for hearing must be received by the District within fifteen (15) calendar days from the date of the Accusation. The District shall secure and retain proof of service of the notice of discipline.
- b. Accusation: the final notice of discipline, which may be issued upon the conclusion of any pre-disciplinary procedures, shall serve as the Accusation per Government Code section 11500 et seq. The discipline shall not be effective sooner than 48 hours from issuance of the final notice of discipline.
- c. Notice of Defense: The Firefighter may appeal the discipline by submitting an appeal (“notice of defense” in accordance with Government Code section 11506) to the District’s Administrative Manager within fifteen (15) calendar days of being served with the Accusation. The notice of defense may request a hearing, object to the Accusation, admit the Accusation in whole or in part, and/or present new matter by way of defense. The notice of defense shall be in writing, signed, and include a current mailing address.

- d. Hearing: The Firefighter shall be entitled to a hearing if the notice of defense is timely filed with the District's Administrative Manager. Failure to timely file the notice of defense shall result in a waiver of the right to a hearing. Upon receipt of the notice of defense, the District shall contact the Office of Administrative Hearings to have the matter set for hearing.
- e. Conduct of Hearing: The Administrative Law Judge will conduct the hearing(s), as s/he deems necessary to determine the pertinent facts related to the disciplinary action. Such hearing(s) shall be closed to the public unless the employee requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and District representative(s) shall have the right to appear before the Administrative Law Judge during such hearing and may have counsel present. If either party appears before the Administrative Law Judge, both parties shall be present.
 - i. A record of the hearing shall be made and kept by a certified court reporter. The per diem fee of the certified court reporter shall be borne by the District. The cost of transcription shall be borne by the party ordering the transcript.
 - ii. All fees and expenses of the Administrative Law Judge shall be borne by the District.
 - iii. All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses associated with representation and presentation of evidence shall be borne by the party at whose direction said expense is incurred.
 - iv. The Administrative Law Judge shall hear and consider the evidence presented on behalf of the District, which constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall have the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person employed at the employee's expense in a representative capacity. The District shall be entitled to cross-examine any witnesses called by the employee.
 - v. The hearing need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall the substance of the rules of evidence so that the matter may be determined upon reliable evidence. Hearsay that would be inadmissible in a civil or criminal proceeding cannot alone support a finding by the hearing officer. The Administrative Law Judge shall admit evidence, including hearsay, which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing. Discovery shall be conducted in accordance with the procedures described in Government Code section 11507.6.
 - vi. The burden of proof and production of evidence on the charges of discipline shall be borne by the District. The standard of proof shall be a preponderance

of the evidence. The employee shall have the burden of proving any affirmative defenses.

- vii. Not later than ten (10) calendar days prior to the commencement of the hearing, the parties shall exchange lists of witnesses each intends to call at the hearing and a list of documents to be introduced at the hearing. Copies of such documents shall be attached to the list. The documents shall be served on or before the tenth (10th) calendar day prior to the commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. The disclosure requirements do not apply to rebuttal witnesses.
- viii. The Administrative Law Judge shall be empowered to issue subpoenas for the production of persons and documents. The California Code of Civil Procedure, Evidence Code, and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.
- ix. The Administrative Law Judge shall prepare and certify his/her advisory decision to the Fire Chief and employee. A copy of the advisory decision shall be provided to the employee's last known residential address with a proof of service regardless of the employee's representation by counsel or other.
- x. The Board of Directors of the District shall receive the advisory decision and issue the final decision. The final decision of the Board of Directors shall become effective ten (10) calendar days after it is delivered or mailed to the employee.
- xi. Should the need for a continuance of the hearing arise, the party requesting the continuance shall notify the parties within ten (10) calendar days of discovering the event or circumstances giving rise to the need for the continuance upon good cause. A continuance may be granted if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the cause for the continuance.
- xii. The Firefighter shall be informed of his or her right to seek a judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.
- xiii. Judicial review of the Board of Director's final decision shall be sought within the time provided for in California Code of Civil Procedure section 1094.6 (a petition for peremptory writ of mandate shall be filed no later than the 90th calendar day following the date on which the final decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).

- xiv. Formal hearing procedures not specifically identified in this policy shall be in accordance with the provisions of the California Administrative Procedure Act, Government Code section 11500, et seq.

ARTICLE XI GENERAL PROVISIONS

11.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.

11.02 Bulletin Board: It is agreed that the District shall allow bulletin boards in agreed upon places for the use of Association in posting appropriate notices and announcements of meetings, elections, and social activities.

11.03 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article IX.

11.04 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.

11.05 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to three (3) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.

11.06 Association Business: The District agrees to provide reasonable time off without loss of pay for up to four (4) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.

11.07 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE XII SENIORITY PROVISIONS

12.01 Seniority Defined:

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

12.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 1. Absences during authorized vacation or authorized sick leave.
 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 3. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 4. Absence on leave made necessary by injuries sustained in the line of duty.
 5. Absence made necessary by injuries sustained in the course of employment by the District.
 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

12.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.
- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

ARTICLE XIII REDUCTION IN FORCE

13.01 Reduction in force shall be based on seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority will be used as the criteria. For more than one employee with the same class seniority, the next criteria will be District seniority.
- b. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank held.

- c. An employee being reduced may not replace an employee who has more District Seniority, but instead must move to the next lower rank.
- d. When re-strengthening the District, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- e. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.
- f. The District agrees to meet and confer prior to a long-term (one year or more) reduction in force from the current levels.

ARTICLE XIV UNIFORMS

14.01 District shall provide Class "B" and "C" uniforms to employees. Class "A" uniform shall be subject to the provisions of the District's Standard Operating Guidelines. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

ARTICLE XV VACATION ACCRUAL

15.01 Vacation accrual for all ranks shall be based upon years of service in accordance with the following:

Years of Service		Hours
From	To	
0	4	144
5	9	168
10	14	192
15	19	240
20	+	288

15.02 All new employees are eligible to use any accrued vacation upon completion of twelve (12) months of service.

15.03 The Association shall receive 96 hours per calendar year of Association time off with pay, in order to attend functions such as conferences, seminars, and workshops. This paid time off is only available if when used for training or education purposes relating directly to employer/employee relations or other subjects contained within this MOU. A written request for this leave is required prior to any use. The request shall be made to the Operations Chief with a minimum of fourteen (14) days' notice.

15.04 Should the Association not use any available time off with pay during the calendar year, the Association will be allowed to carry over into the next calendar year. At no time shall the Association have more than one hundred ninety-two (192) accrued hours (or two years). The accrual shall be adjusted at the beginning of each calendar year.

ARTICLE XVI HOLIDAYS

16.01 For the purpose of this Article, the legal "holiday" shall mean and include the following days:

	Holiday Observance	Date
1	New Year’s Day	January 1
2	Martin Luther King Birthday	Third Monday in January
3	President’s Day	Third Monday in February
4	Memorial Day	Fourth Monday in May
5	Independence Day	July 4
6	Labor Day	First Monday in September
7	Veteran’s day	November 11
8	Thanksgiving Day	Fourth Thursday in November
9	Day after Thanksgiving Day	
10	Christmas Day	December 25

16.02 All classifications in the Bargaining Unit will receive 120 hours annually, in lieu of and regardless of the number of holidays worked. Employees with less than twelve months of consecutive employment will be compensated proportionately from date of hire through October 31, or November 1 thru termination of employment. This will be paid separately with the November 15 paycheck.

16.03 Each employee will have the option to convert Holiday Pay to Holiday Time Off. Holiday time off will be determined by dividing the number of hours desired to convert by 1.5. This time will be added to the employee’s accrued vacation time with the November 15 paycheck. Each employee must notify the payroll office prior to October 15 each year if this option is to be selected. This conversion cannot be enacted if the converted hours cause an employee to exceed the maximum accrual rate per District policy A201.01

ARTICLE XVII HOURS OF WORK

17.01 Work Week: The District shall establish the hours of duty to average no more than fifty-six (56) hours per week on the three (3) platoons, twenty-four (24) hour system.

17.02 Each twenty-four (24) hour tour of duty shall begin at 0800 hours and end at 0800 hours of the following day.

17.03 Overtime Defined: Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or workweek for that class.

17.04 Those employees covered by the Fair Labor Standards Act will receive time and one-half for all hours in excess of 182 in any one-work period.

17.05 The smallest unit of overtime shall be one-quarter hour.

ARTICLE XVIII HEALTH INSURANCE

18.01 The District shall contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average of Region 2 (or any subsequent region designated by CalPERS as the region in which the District is located) CalPERS HMO medical plans and 100% of HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.

18.02 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 18 months. After the 18-month period expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account. NOTE: If an employee separates from employment, the unused premium shall be forfeited.

18.03 The District will strive to provide every eligible employee with options for group medical and dental insurance plans. If eligible dependents are enrolled in the group insurance, they must be enrolled in the same coverage as the employee.

18.04 Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District. If no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employee's medical reimbursement account. Unused premiums shall be transferred to the employee's HRSA per the provisions in 18.02.

18.05 District employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group dental plan until age 65. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost.

ARTICLE XIX RETIREMENT HEALTH SAVINGS ACCOUNT

19.01 All Employees covered by this agreement shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. A monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the employee has an excess of 500 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate effective December 31.

ARTICLE XX SICK LEAVE

20.01 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. The non-shift employee shall accrue 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

20.02 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.

20.03 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance to the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714, and factor from 40-hour workweek to 56-hour workweek is 1.4.

20.04 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

20.05 Definition of Immediate Family - Immediate family shall include: husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

20.06 At retirement, unused sick leave shall be converted as follows:

- a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; and
- b. The employee must convert unused sick leave hours to an employee's RHSA at a ratio of 2:1. A minimum of 500 sick leave hours is required to be eligible for this option. The RHSA contribution shall be calculated at the straight time rate, and shall not exceed the value of 40 shifts.

ARTICLE XXI BEREAVEMENT LEAVE

21.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed three (3) days for non-shift employees or two (2) shifts for shift employees. For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days for non-shift employees and three (3) shifts for shift employees. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against the employee's accrued sick leave. The sick leave used for bereavement leave shall be deducted from the December 31 prior year balance when determining the RHSA contribution.

Refer to Article XX – SICK LEAVE – section 20.05 for definition of immediate family. This definition also applies to the spouse's immediate family.

ARTICLE XXII COURT LEAVE (JURY DUTY)

22.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or shift trades.

22.02 All jury duty fees received except for expenses shall be returned to the District.

ARTICLE XXIII WAGES

23.01 Pay rate for all employees will be expressed and paid as an hourly rate. *(Note: Approximate monthly compensation is provided as information only.)* Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work

period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.

23.02 Wage Schedule

The wage schedules listed on Exhibit A will be continued thru December 31, 2019 and adjusted as follows:

1. Effective January 1, 20~~2117~~, the classification salary schedules (base salary) listed in the Appendix shall be increased by ~~three two~~ percent (~~32~~%).
2. Effective January 1, 20~~2218~~, the classification salary schedules (base salary) listed in the Appendix shall be increased by ~~three two~~ percent (~~32~~%), if applicable.
3. Effective January 1, 20~~2319~~, the classification salary schedules (base salary) listed in the Appendix shall be increased by ~~three two~~ percent (~~32~~%), if applicable.
 - a. ~~Exception. Salary adjustment agreed for January 1, 2018 and/or January 1, 2019 will not become effective if the Fiscal Year Assessed Valuation increase (excluding tax rate areas identified within the Elfin Forest/Harmony Grove reorganization) is less than 3%.~~

23.03 Overtime Compensation Rate: - Compensation rate shall be paid in accordance with Article XVII of this Memorandum of Understanding.

23.04 Promotion/Salary Increase - When an employee is promoted, he/she shall move to the appropriate step that would provide a minimum increase in salary of 5%, if applicable.

23.05 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

~~23.06 Stipend: Retroactive to the June 30, 2020 pay date, and by a separate check, a \$4,500 stipend, less applicable state and federal withholdings, will be paid to each active employee represented within this MOU. This one-time stipend is not reportable compensation to CalPERS.~~

ARTICLE XXIV RETIREMENT

24.01 Retirement: the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan for all employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

24.02 All employees enrolled in the PERS 3% @ 50 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

24.03 For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

24.04 All employees enrolled in the PERS 3% @ 55 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.

24.05 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

24.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

24.07 In addition to paying the member contributions identified above, classic safety members (Tier 1 & Tier 2) shall engage in cost-sharing, pursuant to Government Code section 20516 (f), by contributing additional percentage(s) of the employee's compensation reported to CalPERS towards the employer's CalPERS cost based upon the following schedule:

1. Effective January 1, 2021 an additional one percent (1%) will be collected of the employees compensation reported toward the employer's CalPERS cost; and
2. Effective January 1, 2022 an additional one percent; for a total of two percent (2%) will be collected of the employees compensation reported toward the employer's cost; and
3. Effective January 1, 2023 an additional one percent; for a total of three percent (3%) will be collected of the employees compensation reported toward the employer's cost.

ARTICLE XXV PARAMEDIC BENEFIT AND CONDITIONS

25.01 Continuing Education: Paramedics will be afforded time on duty for required continuing education. In the case of a special class or other circumstance whereby the class is not available on duty, the employee will be compensated at the current overtime rate for that position. The District will reimburse tuition for all required continuing education paid by a Paramedic.

25.02 Malpractice Insurance: the District shall provide at its expense, "Professional Health Care Provider Insurance," for paramedics and other firefighters. The dollar amount will be based on the District's current policy, but will provide a minimum of one million dollars (\$1,000,000) per incident.

25.03 Preceptor Pay: Mentors and/or preceptors for paramedic trainees shall be granted five hundred

dollars (\$500) for each trainee assigned to the employee as approved and/or required by the District, paid upon completion of the training assignment.

25.04 A Firefighter/Paramedic shall have the option to decertify as a Paramedic upon promotion to the rank of Engineer or Captain. Should an Engineer or Captain opt to decertify, then the employee must recertify at a minimum certification of EMT with San Diego County Accreditation.

25.05 All employees hired after January 4, 2017, will be required to maintain a valid paramedic certification with San Diego County Accreditation as a condition of continued employment.

25.06 In the event an employee is temporarily unable to maintain the appropriate license for their job classification, the Fire Chief (or designee) may approve one of the following alternatives:

1. If a position is available, temporary reassignment to a position where the certification/license is not required;
2. Allow the use of vacation leave or shift trades until the proper certification/license is restored;
3. Be placed on a provisional unpaid leave of absence;
4. If the above options are not available, or if other suitable options as approved by the Fire Chief are exhausted, the employee may be terminated.

ARTICLE XXVI WORK OUT-OF-GRADE

26.01 The term "work out-of-grade" shall be defined as the performance of significant duties in one classification by an employee in a classification with a lower compensation range.

26.02 If a vacancy exists and if an employee is required to work out-of-grade to fill such vacancy for more than two (2) consecutive hours, the employee shall be compensated for such out-of-grade assignment.

26.03 An employee eligible for out-of-grade pay shall be granted a ten percent (10%) increase above his/her current base salary for one classification (Example: Engineer working as a Captain, and fifteen percent (15%) increase above his/her base salary for two (2) classifications (Example: Firefighter working as a Captain).

ARTICLE XXVII ASSIGNMENT TO ADMINISTRATIVE POSITION

27.01 This Article shall apply to members of the bargaining unit who are appointed, or assigned to an administrative position. *Note: This does not apply to any employee assigned to administration because of an on- or off-duty injury.*

27.02 Compensation

- a. The employee's hourly rate will be converted to a 40-hour workweek. The hourly rate will be adjusted as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. The employee will be granted a ten percent (10%) increase above his/her base salary.

27.03 Hours of Work

- a. The regular hours of work for an administrative position will consist of a 40-hour workweek. A flex-schedule may be offered under conditions identified by the employee's immediate supervisor and approved by the Fire Chief.

- b. Overtime may be required in order to complete assignments and/or complete additional tasks. This overtime shall be approved by the immediate supervisor prior to incurring the overtime.
- c. Employees will not be available to work overtime on days they are assigned to administration unless authorized by the Duty Chief. Employees are authorized to work up to 48 hours of overtime per week without prior approval on their scheduled days off.

27.04 Vacation Leave

- a. When an employee changes from one work schedule to another as a full time assignment, the employee's accrual rate and accumulated vacation bank will be adjusted in accordance with the ratio as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. Any previously scheduled vacation prior to appointment or assignment will be honored by the District. Any future vacation use shall be with the approval of the supervisor.

27.05 Holidays

- a. Per Article 16.02, the employee will be compensated for ½ of the holidays per the calendar year (120 hours). Employees will be expected to work five (5) of the holidays, or arrange their flex schedule so that their day off falls on the holiday. This scheduling is to be arranged with the supervisor. The holidays occurring prior to accepting this position will be considered as holidays worked. These holidays will be paid at the current hourly rate.

27.06 Physical Training

- a. In accordance with the MOU, physical training is a voluntary program and should be completed during non-work hours.

27.07 Emergency Response

- a. Members of the bargaining unit that are working a full time administrative position will remain subject to emergency callbacks.
- b. Members of the bargaining unit that are working a full time administrative position will not participate on a Stand-by Crew unless directed to do so by their immediate supervisor or by the Duty Chief.

27.08 Use of District Vehicles

- a. Members of the bargaining unit that are working a full time administrative position will be allowed the use of a district owned/leased/rented vehicle for the purpose of commuting to and from work and for business purposes. The value for the use of the vehicle will be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy. The District will report the value in the manner allowed by IRS regulations that has the least tax impact to the employee. This section may be modified based upon IRS regulations and the individual's administrative assignment.

27.09 Training

- a. Employees will be allowed to participate during normal business hours in any training that is scheduled or mandated in order to retain professional certificates or as otherwise deemed necessary by the immediate supervisor. Any additional schools, certificates, or classes must be approved by the immediate supervisor.

27.10 Return to Suppression

- a. Upon completion of the administrative assignment, the employee will return to his/her previous rank held at the time of accepting the appointment unless the employee has been promoted to another position/rank. All seniority will continue as specified in the MOU.

ARTICLE XXVIII CALL BACK TO DUTY

28.01 Call Back Defined: call back work is defined, as work required of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is unexpectedly ordered to report to duty to perform necessary work.

28.02 Call Back Compensation: employees who are called back shall receive a minimum of four (4) hours compensation.

28.03 Hours Defined: hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved of duty.

28.04 Stand-by Crews Defined: suppression personnel who have signed-up and agree to respond, as requested, for a twenty-four (24) hour tour of duty, or any portion thereof.

28.05 Standby Crew Compensation: personnel will receive \$100.00 per 24-hour tour of duty, or any portion thereof, except if a Stand-by Crewmember accepts and works more than 20 hours of volunteer overtime during the stand-by tour.

28.06 A stand-by tour of duty shall begin at 0800.

ARTICLE XXIX LIFE INSURANCE

29.01 The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

ARTICLE XXX DISABILITY INSURANCE

30.01 The District shall provide long-term disability insurance provided by California Professionals Firefighters Association.

ARTICLE XXXI PHYSICAL TRAINING

31.01 The physical training program shall continue to be a voluntary program.

ARTICLE XXXII MANDATORY MESS

32.01 All members of the fire suppression bargaining unit (on shift) shall participate in a mandatory mess. There will be no District contributions. Exceptions to this article for participation shall only be for religious, dietary, or medical reasons.

ARTICLE XXXIII FAIR LABOR STANDARDS ACT (FLSA)

33.01 The District claims a 7k exemption for the purpose of establishing a work period. It will consist of a 24-day cycle, meaning that overtime provisions become applicable to non-exempt employees after

182 hours have been worked in that specific work period. For the purpose of calculating overtime, use of vacation, jury duty, and sick leave, including bereavement leave, shall be considered as time worked. Any work time lost due to a work related injury shall also be considered as time worked.

33.02 The District will continue the use of time cards for non-exempt employees. Time cards will be submitted on the day following the end of the work period.

33.03 If any provisions of the Fair Labor Standards Act are held to be non-applicable to fire service personnel, the conditions imposed as a result of the act will be null and void. A re-opener of negotiations will occur at that time.

ARTICLE XXXIV SEVERABILITY

34.01 This Memorandum is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent, and application of the provision of this Memorandum.

34.02 If any article or section of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 20, 2021.

James H Ashcraft
President, Board of Directors

Nicholas Brandow
Captain

Randall Malin
Member, Board of Directors

Correy Cooper
Captain

Brian Schmid
Engineer

Cole Thompson
Captain

EXHIBIT A

The following wage schedule becomes effective *January 1, 2021*

Firefighter/Paramedic	Step A	Step B	Step C	Step D	Step E
Hourly	26.942	28.289	29.704	31.189	32.748
OT Rate	40.413	42.434	44.556	46.784	49.123
Semi Monthly	3,357	3,524	3,701	3,886	4,080
Monthly (Includes FLSA)	6,713	7,049	7,401	7,771	8,160
Annual (Includes FLSA)	80,557	84,585	88,814	93,255	97,918
<i>PERS Monthly</i>	<i>6,537.98</i>	<i>6,864.88</i>	<i>7,208.13</i>	<i>7,568.53</i>	<i>7,946.96</i>
Engineer/Paramedic	Step A	Step B	Step C	Step D	Step E
Hourly	29.037	30.489	32.014	33.614	35.295
OT Rate	43.556	45.734	48.021	50.422	52.943
Semi Monthly	3,618	3,798	3,988	4,188	4,397
Monthly (Includes FLSA)	7,235	7,597	7,977	8,376	8,794
Annual (Includes FLSA)	86,822	91,163	95,721	100,507	105,532
<i>PERS Monthly</i>	<i>7,046.39</i>	<i>7,398.71</i>	<i>7,768.65</i>	<i>8,157.08</i>	<i>8,564.94</i>
Captain	Step A	Step B	Step C	Step D	Step E
Hourly	33.498	35.173	36.932	38.778	40.717
OT Rate	50.247	52.760	55.398	58.167	61.076
Semi Monthly	4,173	4,382	4,601	4,831	5,073
Monthly (Includes FLSA)	8,347	8,764	9,202	9,662	10,145
Annual (Includes FLSA)	100,159	105,167	110,426	115,947	121,744
<i>PERS Monthly</i>	<i>8,128.88</i>	<i>8,535.32</i>	<i>8,962.09</i>	<i>9,410.19</i>	<i>9,880.70</i>

EXHIBIT A

The following wage schedule becomes effective *January 1, 2022*

Firefighter/Paramedic	Step A	Step B	Step C	Step D	Step E
Hourly	27.751	29.138	30.595	32.125	33.731
OT Rate	41.626	43.707	45.892	48.187	50.596
Semi Monthly	3,457	3,630	3,812	4,002	4,202
Monthly (Includes FLSA)	6,915	7,260	7,623	8,004	8,405
Annual (Includes FLSA)	82,974	87,123	91,479	96,053	100,855
<i>PERS Monthly</i>	<i>6,734.12</i>	<i>7,070.83</i>	<i>7,424.37</i>	<i>7,795.59</i>	<i>8,185.37</i>
Engineer/Paramedic	Step A	Step B	Step C	Step D	Step E
Hourly	29.908	31.404	32.974	34.623	36.354
OT Rate	44.863	47.106	49.461	51.934	54.531
Semi Monthly	3,726	3,912	4,108	4,313	4,529
Monthly (Includes FLSA)	7,452	7,825	8,216	8,627	9,058
Annual (Includes FLSA)	89,426	93,898	98,592	103,522	108,698
<i>PERS Monthly</i>	<i>7,257.79</i>	<i>7,620.68</i>	<i>8,001.71</i>	<i>8,401.80</i>	<i>8,821.88</i>
Captain	Step A	Step B	Step C	Step D	Step E
Hourly	34.503	36.228	38.040	39.942	41.939
OT Rate	51.755	54.342	57.059	59.912	62.908
Semi Monthly	4,299	4,513	4,739	4,976	5,225
Monthly (Includes FLSA)	8,597	9,027	9,478	9,952	10,450
Annual (Includes FLSA)	103,164	108,322	113,738	119,425	125,397
<i>PERS Monthly</i>	<i>8,372.74</i>	<i>8,791.38</i>	<i>9,230.95</i>	<i>9,692.50</i>	<i>10,177.12</i>

EXHIBIT A

The following wage schedule becomes effective *January 1, 2023*

Firefighter/Paramedic	Step A	Step B	Step C	Step D	Step E
Hourly	28.583	30.012	31.513	33.088	34.743
OT Rate	42.875	45.018	47.269	49.633	52.114
Semi Monthly	3,561	3,739	3,926	4,122	4,328
Monthly	7,122	7,478	7,852	8,245	8,657
Annual	85,463	89,736	94,223	98,934	103,881
<i>PERS Monthly</i>	<i>6,936.15</i>	<i>7,282.95</i>	<i>7,647.10</i>	<i>8,029.46</i>	<i>8,430.93</i>
Engineer/Paramedic	Step A	Step B	Step C	Step D	Step E
Hourly	30.806	32.346	33.963	35.661	37.445
OT Rate	46.209	48.519	50.945	53.492	56.167
Semi Monthly	3,838	4,030	4,231	4,443	4,665
Monthly	7,676	8,060	8,463	8,886	9,330
Annual	92,109	96,715	101,550	106,628	111,959
<i>PERS Monthly</i>	<i>7,475.52</i>	<i>7,849.30</i>	<i>8,241.76</i>	<i>8,653.85</i>	<i>9,086.54</i>
Captain	Step A	Step B	Step C	Step D	Step E
Hourly	35.538	37.315	39.181	41.140	43.197
OT Rate	53.307	55.973	58.771	61.710	64.795
Semi Monthly	4,427	4,649	4,881	5,125	5,382
Monthly	8,855	9,298	9,763	10,251	10,763
Annual	106,259	111,572	117,151	123,008	129,159
<i>PERS Monthly</i>	<i>8,623.92</i>	<i>9,055.12</i>	<i>9,507.88</i>	<i>9,983.27</i>	<i>10,482.43</i>

RESOLUTION No. 2021-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ESTABLISHING REIMBURSEMENT, SALARY AND BENEFITS FOR PERSONNEL AS VOLUNTEER RECRUITMENT AND RETENTION COORDINATOR

WHEREAS the Board of Directors at their meeting held September 7, 2017 accepted the Staffing for Adequate Fire & Emergency Response (SAFER) Grant which provides for the salary and benefits for a limited term full-time volunteer recruitment and retention coordinator for a period of four (4) years; and

WHEREAS the District has recruited for person(s) with specialized skills to perform the work needed, and

WHEREAS the District must employ person(s) in the SAFER position no later than November 28, 2017; and

WHEREAS the Board of Directors must establish compensation and benefits for the Volunteer Recruitment Retention Coordinator position.

WHEREAS the Board of Directors may adjust from time to time compensation and benefits for the Volunteer Recruitment Retention Coordinator position.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following compensation and benefits for the Volunteer Recruitment Retention Coordinator (VRRC) position effective January 1, 2021 for the remaining duration of the SAFER Grant funding, not to exceed November 16, 2021.

I. SALARY

1.01 The following compensation range for the position identified is as follows:

<i>Position</i>	<i>Hourly</i>	<i>Annual Compensation</i> <i>FTE Equivalent</i>
Volunteer Recruitment & Retention Coordinator	\$41.62	\$86,570.00

1.02 The VRRC is an “at-will,” non-safety, non-exempt position. This position, employed by the Rancho Santa Fe Fire Protection District, will work under the direction of the Training Battalion Chief supporting the District’s Elfin Forest Volunteer Division.

II. RETIREMENT

2.01 All non-safety employees hired after July 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

1959 Survivor Benefit - Fourth Level

Note: *Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.*

2.02 All employees enrolled in the PERS 2.5% @ 55 plan, will contribute 100% of the employee's contribution for all reportable wages. The employee will also contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

2.03 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

III. SICK LEAVE

3.01 Accrual: VRRRC employee shall accrue sick leave monthly, 4.0 hours per month at the rate of 48 hours per year.

3.02 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

3.03 Definition of Immediate Family - Immediate family shall include, husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

IV. INSURANCE

4.01 The District shall contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average CalPERS HMO medical plans and 100% of an HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.

4.02 Life: The District shall provide a \$25,000 life insurance policy for the employee, and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

4.03 Long-Term Disability: The District shall provide a Long-Term Disability plan.

4.04 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

V. HOLIDAYS

5.01 For the purpose of this section, the legal "holiday" shall mean and include the following days:

- a. New Year’s Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President’s Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran’s Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day
- j. Christmas Day (December 25)

VI. VACATION ACCRUAL

6.01 Vacation hours shall be accrued monthly, 6.67 hours per month, or 80 hours annually.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 20, 2021 by the following vote:

- AYES:
- NOES:
- NONE:
- ABSTAIN:

James H Ashcraft
President

ATTEST:

Alicea Caccavo
Board Secretary

STAFF REPORT

NO. 21-02

TO: BOARD OF DIRECTORS
FRED COX, FIRE CHIEF

FROM: ALICEA CACCAVO, MANAGER, FINANCE & ADMINISTRATION

SUBJECT: DISTRICT PAY SCHEDULE

DATE: JANUARY 15, 2021



RECOMMENDATION

The Manager, Finance & Administration recommends the Board of Directors adopt, by Resolution the District Pay Schedule in accordance with California Code of Regulations Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule.

STAFF ANALYSIS

The CalPERS Board of Administration adopted an amendment to California Code of Regulations Section 570.5 (effective August 10, 2011) to require that a pay schedule is available publicly. The regulation specifies that compensation earnable is defined in statute and further clarified by California Code of Regulations (CCR) Section 570.5, and that salaries shall be “duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws.” Therefore, only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits. This regulation applies to all employers reporting compensation to CalPERS.

The pay schedule “Attachment A” to Resolution 2021-04 reflects all salaries currently in place and previously agreed to by the District Board of Directors or Fire Chief.

RESOLUTION No. 2021-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the California Public Employees Retirement System (“PERS”) recently adopted the California Code of Regulations, Title 2, Section 570.5 on August 10, 2011; and

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District’s Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Rancho Santa Fe Fire Protection District, a public agency in the County of San Diego, California, as follows:

- 1) That the attached pay schedule titled Rancho Santa Fe Fire Protection District Pay Schedule, set forth in Exhibit “A” attached hereto and incorporated herein by reference is approved effective January 1, 2021 and adopted.
- 2) That the pay schedules approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 20, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Alicea Caccavo
Board Secretary

**Rancho Santa Fe Fire Protection District
Resolution 2021-03
Attachment A**

Effective Date - January 1, 2021

Steps or Range

Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Hourly	34,091	35,795	37,585	39,464	41,437
	Monthly	5,909	6,204	6,515	6,840	7,182
	Annual	70,908	74,454	78,177	82,085	86,190
Public Education Coordinator	Hourly	34,951	36,699	38,534	40,460	42,483
	Monthly	6,058	6,361	6,679	7,013	7,364
	Annual	72,698	76,333	80,150	84,157	88,365
Office Support Coordinator	Hourly	24,638	25,870	27,163	28,521	29,947
	Monthly	4,271	4,484	4,708	4,944	5,191
	Annual	51,246	53,809	56,499	59,324	62,290
Accounting Specialist	Hourly	30,093	31,597	33,177	34,836	36,578
	Monthly	5,216	5,477	5,751	6,038	6,340
	Annual	62,592	65,722	69,008	72,459	76,081
Accounting Technician	Hourly	26,557	27,884	29,279	30,743	32,280
	Monthly	4,603	4,833	5,075	5,329	5,595
	Annual	55,238	58,000	60,900	63,945	67,142
Fire Prevention Specialist II/Forester	Hourly	38,076	39,980	41,979	44,078	46,282
	Monthly	6,600	6,930	7,276	7,640	8,022
	Annual	79,199	83,159	87,317	91,683	96,267
Deputy Fire Marshal	Hourly	45,534	47,810	50,201	51,976	54,575
	Monthly	7,782	8,172	8,580	9,009	9,460
	Annual	93,389	98,059	102,962	108,110	113,515

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Hourly	26,942	28,289	29,704	31,189	32,748
	OT Rate	40,413	42,434	44,556	46,784	49,123
	Semi Monthly	3,357	3,524	3,701	3,886	4,080
	Monthly (Includes FLSA)	6,713.11	7,048.76	7,401	7,771	8,160
	Annual (Includes FLSA)	80,557	84,585	88,814	93,255	97,918
Engineer/Paramedic	Hourly	29,037	30,489	32,014	33,614	35,295
	OT Rate	43,556	45,734	48,021	50,422	52,943
	Semi Monthly	3,618	3,798	3,988	4,188	4,397
	Monthly (Includes FLSA)	7,235	7,597	7,977	8,376	8,794
	Annual (Includes FLSA)	86,822	91,163	95,721	100,507	105,532
Captain	Hourly	33,498	35,173	36,932	38,778	40,717
	OT Rate	50,247	52,760	55,398	58,167	61,076
	Semi Monthly	4,173	4,382	4,601	4,831	5,073
	Monthly (Includes FLSA)	8,347	8,764	9,202	9,662	10,145
	Annual (Includes FLSA)	100,159	105,167	110,426	115,947	121,744

Position		Range
Fire Chief	Semi Monthly	7,419 → 9,300
	Monthly	14,838 → 18,599.70
	Annual	178,056 → 223,196
Deputy Chief	Semi Monthly	6,171 → 7,867
	Monthly	12,341 → 15,734.03
	Annual	148,094 → 188,820
Battalion Chief	Semi Monthly	5,046 → 6,436
	Monthly	10,092 → 12,872
	Annual	121,104 → 154,463
Fire Marshal	Semi Monthly	4,737 → 6,040
	Monthly	9,474 → 12,079
	Annual	113,688 → 144,952
Administrative Manager	Semi Monthly	4,259 → 5,430
	Monthly	8,518 → 10,861
	Annual	102,220 → 130,332
Admin-Human Resource Manager	Semi Monthly	4,042 → 5,083
	Monthly	8,083 → 10,167
	Annual	97,000 → 122,000
	Monthly	8,083 → 10,167
Annual	97,000 → 122,000	

Position - Volunteer Division		Range
Recruitment-Retention Volunteer Coordinator	Hourly	34.68 → 41.62

Positions - Temporary (as needed and determined by the Fire Chief)		Range
Temporary - Non-exempt	Hourly	California Minimum Wage → 74.26

Examples of a temporary employee's position includes but is not limited to:
Fire Services Assistant; Interns (Administration, Fire Prevention, Training); Fire Prevention (Weed Abatement; Plan Review);
Firefighter/Paramedic; Retired Annuitants as extra help, etc.

**Rancho Santa Fe Fire Protection District
Resolution 2021-03
Attachment A**

Effective Date - January 1, 2022

		Steps or Range				
Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Hourly	34,091	35,795	37,585	39,464	41,437
	Monthly	5,909	6,204	6,515	6,840	7,182
	Annual	70,908	74,454	78,177	82,085	86,190
Public Education Coordinator	Hourly	34,951	36,699	38,534	40,460	42,483
	Monthly	6,058	6,361	6,679	7,013	7,364
	Annual	72,698	76,333	80,150	84,157	88,365
Office Support Coordinator	Hourly	24,638	25,870	27,163	28,521	29,947
	Monthly	4,271	4,484	4,708	4,944	5,191
	Annual	51,246	53,809	56,499	59,324	62,290
Accounting Specialist	Hourly	30,093	31,597	33,177	34,836	36,578
	Monthly	5,216	5,477	5,751	6,038	6,340
	Annual	62,592	65,722	69,008	72,459	76,081
Accounting Technician	Hourly	26,557	27,884	29,279	30,743	32,280
	Monthly	4,603	4,833	5,075	5,329	5,595
	Annual	55,238	58,000	60,900	63,945	67,142
Fire Prevention Specialist II/Forester	Hourly	38,076	39,980	41,979	44,078	46,282
	Monthly	6,600	6,930	7,276	7,640	8,022
	Annual	79,199	83,159	87,317	91,683	96,267
Deputy Fire Marshal	Hourly	45,534	47,810	50,201	51,976	54,575
	Monthly	7,782	8,172	8,580	9,009	9,460
	Annual	93,389	98,059	102,962	108,110	113,515

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Hourly	27,751	29,138	30,595	32,125	33,731
	OT Rate	41,626	43,707	45,892	48,187	50,596
	Semi Monthly	3,457	3,630	3,812	4,002	4,202
	Monthly (Includes FLSA)	6,914.50	7,260.23	7,623	8,004	8,405
	Annual (Includes FLSA)	82,974	87,123	91,479	96,053	100,855
Engineer/Paramedic	Hourly	29,908	31,404	32,974	34,623	36,354
	OT Rate	44,863	47,106	49,461	51,934	54,531
	Semi Monthly	3,726	3,912	4,108	4,313	4,529
	Monthly (Includes FLSA)	7,452	7,825	8,216	8,627	9,058
	Annual (Includes FLSA)	89,426	93,898	98,592	103,522	108,698
Captain	Hourly	34,503	36,228	38,040	39,942	41,939
	OT Rate	51,755	54,342	57,059	59,912	62,908
	Semi Monthly	4,299	4,513	4,739	4,976	5,225
	Monthly (Includes FLSA)	8,597	9,027	9,478	9,952	10,450
	Annual (Includes FLSA)	103,164	108,322	113,738	119,425	125,397

Position		Range	
Fire Chief	Semi Monthly	7,419	→ 9,300
	Monthly	14,838	18,599.70
	Annual	178,056	223,196
Deputy Chief	Semi Monthly	6,171	→ 7,867
	Monthly	12,341	15,734.03
	Annual	148,094	188,820
Battalion Chief	Semi Monthly	5,046	→ 6,436
	Monthly	10,092	12,872
	Annual	121,104	154,463
Fire Marshal	Semi Monthly	4,737	→ 6,040
	Monthly	9,474	12,079
	Annual	113,688	144,952
Administrative Manager	Semi Monthly	4,259	→ 5,430
	Monthly	8,518	10,861
	Annual	102,220	130,332
Admin-Human Resource Manager	Semi Monthly	4,042	→ 5,083
	Monthly	8,083	10,167
	Annual	97,000	122,000
	Monthly	8,083	10,167
	Annual	97,000	122,000

Position - Volunteer Division		Range	
Recruitment-Retention Volunteer Coordinator	Hourly	34.68	→ 41.62
Positions - Temporary (as needed and determined by the Fire Chief)		Range	
Temporary - Non-exempt	Hourly	California Minimum Wage	→ 74.26

Examples of a temporary employee's position includes but is not limited to:
Fire Services Assistant; Interns (Administration, Fire Prevention, Training); Fire Prevention (Weed Abatement; Plan Review);
Firefighter/Paramedic; Retired Annuitants as extra help, etc.

Rancho Santa Fe Fire Protection District Resolution 2021-03 Attachment A

Effective Date - January 1, 2023

		Steps or Range				
Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Hourly	34,091	35,795	37,585	39,464	41,437
	Monthly	5,909	6,204	6,515	6,840	7,182
	Annual	70,908	74,454	78,177	82,085	86,190
Public Education Coordinator	Hourly	34,951	36,699	38,534	40,460	42,483
	Monthly	6,058	6,361	6,679	7,013	7,364
	Annual	72,698	76,333	80,150	84,157	88,365
Office Support Coordinator	Hourly	24,638	25,870	27,163	28,521	29,947
	Monthly	4,271	4,484	4,708	4,944	5,191
	Annual	51,246	53,809	56,499	59,324	62,290
Accounting Specialist	Hourly	30,093	31,597	33,177	34,836	36,578
	Monthly	5,216	5,477	5,751	6,038	6,340
	Annual	62,592	65,722	69,008	72,459	76,081
Accounting Technician	Hourly	26,557	27,884	29,279	30,743	32,280
	Monthly	4,603	4,833	5,075	5,329	5,595
	Annual	55,238	58,000	60,900	63,945	67,142
Fire Prevention Specialist II/Forester	Hourly	38,076	39,980	41,979	44,078	46,282
	Monthly	6,600	6,930	7,276	7,640	8,022
	Annual	79,199	83,159	87,317	91,683	96,267
Deputy Fire Marshal	Hourly	45,534	47,810	50,201	51,976	54,575
	Monthly	7,782	8,172	8,580	9,009	9,460
	Annual	93,389	98,059	102,962	108,110	113,515

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Hourly	28,583	30,012	31,513	33,088	34,743
	OT Rate	42,875	45,018	47,269	49,633	52,114
	Semi Monthly	3,561	3,739	3,926	4,122	4,328
	Monthly (Includes FLSA)	7,121.94	7,478.03	7,852	8,245	8,657
	Annual (Includes FLSA)	85,463	89,736	94,223	98,934	103,881
Engineer/Paramedic	Hourly	30,806	32,346	33,963	35,661	37,445
	OT Rate	46,209	48,519	50,945	53,492	56,167
	Semi Monthly	3,838	4,030	4,231	4,443	4,665
	Monthly (Includes FLSA)	7,676	8,060	8,463	8,886	9,330
	Annual (Includes FLSA)	92,109	96,715	101,550	106,628	111,959
Captain	Hourly	35,538	37,315	39,181	41,140	43,197
	OT Rate	53,307	55,973	58,771	61,710	64,795
	Semi Monthly	4,427	4,649	4,881	5,125	5,382
	Monthly (Includes FLSA)	8,855	9,298	9,763	10,251	10,763
	Annual (Includes FLSA)	106,259	111,572	117,151	123,008	129,159

Position		Range	
Fire Chief	Semi Monthly	7,419	→ 9,300
	Monthly	14,838	18,599.70
	Annual	178,056	223,196
Deputy Chief	Semi Monthly	6,171	→ 7,867
	Monthly	12,341	15,734.03
	Annual	148,094	188,820
Battalion Chief	Semi Monthly	5,046	→ 6,436
	Monthly	10,092	12,872
	Annual	121,104	154,463
Fire Marshal	Semi Monthly	4,737	→ 6,040
	Monthly	9,474	12,079
	Annual	113,688	144,952
Administrative Manager	Semi Monthly	4,259	→ 5,430
	Monthly	8,518	10,861
	Annual	102,220	130,332
Admin-Human Resource Manager	Semi Monthly	4,042	→ 5,083
	Monthly	8,083	10,167
	Annual	97,000	122,000
	Monthly	8,083	10,167
	Annual	97,000	122,000

Position - Volunteer Division		Range	
Recruitment-Retention Volunteer Coordinator	Hourly	34.68	→ 41.62
Firefighter Driver/Operator (part time)	Hourly	California Minimum Wage	

Positions - Temporary (as needed and determined by the Fire Chief)		Range	
Temporary - Non-exempt	Hourly	California Minimum Wage	→ 74.26

Examples of a temporary employee's position includes but is not limited to:
Fire Services Assistant; Interns (Administration, Fire Prevention, Training); Fire Prevention (Weed Abatement; Plan Review);
Firefighter/Paramedic; Retired Annuitants as extra help, etc.

STAFF REPORT

NO. 21-03

TO: BOARD OF DIRECTORS
FROM: MARLENE DONNER, FIRE MARSHAL
SUBJECT: AUTHORIZE SUSPENSION OF FALSE ALARM FINE
DATE: JANUARY 14, 2021



RECOMMENDATION

Staff recommends the Board authorize the temporary hold of assessing nuisance alarm fine until June 1, 2021 due to COVID-19 hardships.

BACKGROUND

The Board of Directors on June 24, 2014 adopted Ordinance No. 2014-02 pertaining to nuisance fire and medical alarms. The purpose for the ordinance was specifically listed in Ordinance 2014-02 and reads:

SECTION I Purpose

- A. The purpose of this ordinance is to recover the costs associated with, and to reduce the number of false alarms, as well as to subject fire and medical alarm systems to reasonable regulation to protect the safety and welfare of District residents from the adverse impacts caused by false alarms. Whenever public safety personnel respond to false alarms, there is a waste of limited public safety resources, an unnecessary expenditure of tax dollars and increased risk to personnel. This ordinance is intended to encourage alarm systems operators and users to maintain alarm systems in a manner, which prevents false alarms, and to establish a procedure for the abatement of nuisances resulting from false alarms and establish penalties for the improper maintenance and use of alarm systems.

A nuisance alarm is considered an excess of two false alarms within a 365-day period. A nuisance alarm fine of \$423.00 is assessed for the first and subsequent alarms. In addition, the District can assess an additional penalty of \$100.00 to the nuisance alarm fine for any false alarm in excess of three to ensure compliance. To date, the District has received a total of \$1,269 in fines assessed since the Ordinance adoption.

CURRENT SITUATION

Due to the financial affects that the pandemic has had on local businesses and residents, staff is requesting the Board of Directors provide a temporary hold on nuisance alarm fines until of June 1, 2021 at which time staff will reevaluate.