

Tuesday, August 17, 2021, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

THIS REGULAR MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20 WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION. IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH GUIDELINES, UNIVERSAL MASKING INDOORS IS RECOMMENDED. MASKS ARE REQUIRED FOR UNVACCINATED INDIVIDUALS IN INDOOR PUBLIC SETTINGS. MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "[City Council Meeting Videos](#)" under the "City Council" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming City Council meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 182 267 7888** and **Event Password: TracyCC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
- **The total allotted time for public comment will be as follows:**
 - **Consent Calendar: 10 minutes**

- o *Items from the Audience: 15 minutes*
- o *Regular Items: 10 minutes*

Comments received on Webex outside of the comment periods outlined above will not be included in the record.

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6105) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agenda items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Notice - A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

Full copies of the agenda are available on the City's website: www.cityoftracy.org

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATIONS

1. Employee of the Month
2. Legislative Update from Assemblymember Carlos Villapudua's Office

1. CONSENT CALENDAR

- 1.A. ADOPTION OF JULY 13, 2021 SPECIAL MEETING MINUTES, JULY 16, 2021 CLOSED SESSION AND JULY 20, 2021 CLOSED SESSION, SPECIAL MEETING AND REGULAR MEETING MINUTES
- 1.B. APPROVE A GENERAL SERVICES AGREEMENT WITH JHA REMEDIATION, LLC FOR THE PURPOSES OF LOADING, HAULING AND DISPOSING OF WASTEWATER TREATMENT BIOSOLIDS FOR FISCAL YEAR 2021-22
- 1.C. CANCELLATION OF THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, OCTOBER 19, 2021
- 1.D. AUTHORIZE THE ACCEPTANCE OF \$50,000 FROM THE 2021 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR FUNDING A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM AND APPROVE THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 21/22
- 1.E. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY, A DELAWARE CORPORATION, FOR NOT-TO-EXCEED AMOUNT OF \$1,695,000 TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR EXPANSION OF THE WASTEWATER TREATMENT PLANT (WWTP) PHASE 2B, CIP 74107 AND DECLARE THE INTENTION TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY
- 1.F. AUTHORIZE AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE, AND POSITION CONTROL ROSTER RELATING TO THE POLICE COMMUNITY RELATIONS COORDINATOR, CRIME PREVENTION SPECIALIST, CITY TREASURER, AND UTILITIES LABORATORY SUPERINTENDENT
- 1.G. APPROVE THE AGREEMENT FOR DEFERRAL OF CERTAIN IMPACT FEES FOR ELLIS TOWN AND COUNTRY (TRACT 4007) AND AUTHORIZE THE CITY CLERK TO FILE THE FEE DEFERRAL AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER
- 1.H. ADOPT A RESOLUTION AMENDING THE SCOPE OF THE CITY COUNCIL FISCAL SUSTAINABILITY AD-HOC SUBCOMMITTEE TO INCLUDE REVIEW OF SALES TAX REVENUE

- 1.I. AWARD A CONSTRUCTION CONTRACT TO GOWAN CONSTRUCTION COMPANY, INC. OF TRACY, CALIFORNIA, IN THE AMOUNT OF \$880,402 FOR THE TRACY TRANSIT STATION RENOVATIONS, CIP 77584, WITH A NOT-TO-EXCEED BUDGET OF \$1,144,522, APPROVE A CONTINGENCY AMOUNT OF \$132,060, IF NEEDED, AND AUTHORIZE AN APPROPRIATION OF \$174,000 FROM THE TRANSPORTATION DEVELOPMENT ACT FUND (F241)
- 1.J. APPROVE AN AGREEMENT WITH BYRON BETHANY IRRIGATION DISTRICT (BBID) GRANTING EXCLUSIVE RIGHTS TO DIVERT CITY OF TRACY'S TREATED WASTEWATER DISCHARGES TO THE OLD RIVER FOR IRRIGATIONAL PURPOSES WITHIN THE DISTRICT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE-YEAR EXTENSION, IF NEEDED
- 1.K. APPROVE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY POLICE MANAGERS ASSOCIATION, TRACY FIREFIGHTERS ASSOCIATION AND SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION AND AUTHORIZE THE CITY MANAGER TO AMEND THE FY 2021-22 BUDGET AND CITY MASTER SALARY SCHEDULE TO REFLECT THE MOUs
2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
 - 3.A. DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT)
 - 3.B. RECEIVE SUMMARY OF COMMUNITY OUTREACH FOR THE WESTSIDE SPECIFIC PLAN PROJECT (FORMERLY TRACY GATEWAY), INCLUDING THE PROPERTY OWNERS REVISED LAND USE PLAN ALTERNATIVES, AND PROVIDE DIRECTION TO STAFF
 - 3.C. APPOINT ROBERT ADAMS TO SERVE AS INTERIM CITY MANAGER AND APPROVE AN EMPLOYMENT AGREEMENT BETWEEN MR. ADAMS AND THE CITY OF TRACY
 - 3.D. DESIGNATE VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2021 ANNUAL CONFERENCE BUSINESS MEETING AND DETERMINE CITY COUNCIL'S POSITION ON THE RESOLUTION TO BE CONSIDERED AT THE ANNUAL CONFERENCE BUSINESS MEETING
 - 3.E. APPROVE THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY PERSONNEL TRANSITION PLAN
4. ITEMS FROM THE AUDIENCE
5. STAFF ITEMS
6. COUNCIL ITEMS AND COMMENTS
7. ADJOURNMENT

July 13, 2021, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the special meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via WebEx during the meeting.

1. Mayor Young called the meeting to order at 6:08 p.m.
2. Roll call found Council Members Arriola, Bedolla, Davis and Mayor Young present. Mayor Pro Tem Vargas absent.

Roll call found Tracy Rural Fire Protection District Board Members Kopinski, Vieira, Vice Chair Ramsey, and Chair Reece present.

3. ITEMS FROM THE AUDIENCE - None
4. JOINT MEETING OF THE TRACY CITY COUNCIL AND THE TRACY RURAL FIRE PROTECTION DISTRICT BOARD OF DIRECTORS TO DISCUSS THE OPERATIONAL ELEMENTS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY JOINT POWERS AGREEMENT AND THE PLAN TO TRANSITION FIRE PERSONNEL TO THE AUTHORITY

Mayor Young provided opening comments.

Randall Bradley, Fire Chief provided the staff report.

Alice English stated she was pleased to see the Rural Board at the meeting. As an advocate she tries to do what is best for Tracy, stands by public safety, was passionate and proud about EMS, and is supportive of the partnership.

Mary Mitracos asked the following questions: Explain what happened with the detachment and non-detachment and three cent override. How much money has the board lost on an annual basis. Where is that money going, to City or County. What is going to happen 10, 25 or 50 years from now. How is the City of Tracy's growth going to impact the Rural Fire District. As time goes on you will be paying less and less, why should Council agree to have equal representation. Questions for Council: How is the City going to allow this, what do you think about a governance model. Lafco decision - is the City sure they are doing the right thing the right way, and spoke about the four member membership.

Jeff Ramsey, Vice Chair Tracy Rural Fire Protection District responded to Ms. Mitracos's questions.

Tracy Rural Fire Protection District Board Member provided a brief history about the board and the JPA.

City Council questions and comments followed.

Mayor Young called a 20 minute recess for staff to gather responses to City Council and Tracy Rural Fire District questions. Time: 7:24 p.m.

Mayor Young reconvened the meeting at 7:48 p.m., and repeated the four initial questions from the audience.

Mark Bowman, Attorney for Tracy Rural Fire Protection District responded to the questions.

Randall Bradley, Fire Chief provided responses to City Council and Tracy Rural Fire Protection District questions.

Mike Oliver, MRG responded to Council questions regarding budgeting process.

Deborah, HR Consultant for the Authority responded to questions regarding transition of employees.

Tad Neave, Division Chief responded to questions regarding CalPERS liabilities.

Tracy Rural Fire Protection District Members shared their concerns regarding bargaining for personnel, budgeting issues, having no control, and is looking forward to coming together in partnership, and appreciated the opportunity to participate in the joint meeting.

City Council thanked Tracy Rural Fire Protection District for participating in the joint meeting and shared their support of the JPA model, working collaboratively and following the MRG recommendations to make sure the "how" is carried out.

Mayor Young suggested City Council reconvene to talk about what has been taken from the meeting before getting to that next step on transition discussions with the JPA.

Tracy Rural Chair Reece requested Council put the item on the agenda as soon as possible so they can know where they stand, and added they have been waiting for 20 years for this decision.

Mayor Young responded there are some things going on this month with the City Manager transitioning and an interim City Manager coming in very shortly. Council is very sensitive to time limits and plan on getting back to this as soon as possible.

Ms. Haruyama clarified at a prior meeting it was her understanding to come back in August and was looking for further direction of whether that is still Council's target date.

Mayor Young confirmed Council did say to come back in August, but we only have one meeting in August and wanted to see what that looked like.

Ms. Haruyama recommended given the substance of the conversation which would carry over into a conversation about the transition that this could be a special meeting in August.

Mayor Young responded to poll Council and see what can be done in August, but was not looking much further past that.

Ms. Haruyama responded she will do whatever is Council's direction.

Mayor Young asked Council if we are unable to make it fit in August, would it be ok to bring back in September.

Council Members Bedolla and Davis supported coming back in August. Council Member Arriola supported either August or September.

Ms. Haruyama confirmed Council's direction was to come back in August as a Council to hear the consideration of the transition.

Ms. Haruyama summarized when this item comes back Council has the latitude to move forward with the transition, can adopt a resolution that incorporates many of the issues that were talked about this evening and that would give the latitude to the Authority to move forward with the transition and also those "hows" and bring back to you as a status update. In addition, consideration will be given to amending the JPA agreement to reflect those Brown Act amendments that would allow other respective agencies to discuss JPA closed session items in their respective closed session. Ms. Haruyama stated she has talked to the Fire Chief and he is happy to bring that language forward.

Mayor Young responded regarding next steps that gives the "how" that gives the connectivity, want to clarify that the individual agencies, do we have to prepare something that connects to that.

Ms. Haruyama stated it would be a policy brought forward through the JPA document through the JPA. Individual agencies do not need to do anything.

5. Council Items – Council Member Bedolla requested support for a memo about the County's appetite to negotiate the City's Property Tax Sharing Agreement. Mayor Young supported the request.
6. ADJOURNMENT – Time: 9:16 p.m.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adjourn. Roll call vote found Council Members Arriola, Bedolla, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent.

The above agenda was posted at the Tracy City Hall on July 9, 2021. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 16, 2021, 12:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 12:04 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Bedolla, Davis, and Mayor Young present. Council Member Arriola and Mayor Pro Tem Vargas absent from roll call.
3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. CLOSED SESSION

A. Personnel Matter (Gov. Code § 54957)

Public Employee Appointment and Employment

Position Title: City Manager

B. Conference with Labor Negotiators (Gov. Code § 54957.6)

City Negotiators: Kimberly Murdaugh, Human Resources Director
Leticia Ramirez, City Attorney

Unrepresented Employee: City Manager

There was no public comment.

5. RECESS TO CLOSED SESSION – Motion was made by Council Member Davis and seconded by Council Member Bedolla to recess to closed session at 12:06 p.m. Roll call found Council Members Bedolla, Davis, and Mayor Young present; passed and so ordered. Council Member Arriola and Mayor Pro Tem Vargas absent.

Mayor Pro Tem Vargas arrived at 12:09 p.m.

Council Member Arriola arrived at 12:16 p.m.

Council Member Bedolla left the closed session meeting at 3:50 p.m.

6. RECONVENE TO OPEN SESSION – Motion was made by Council Member Davis and seconded by Mayor Pro Tem Vargas to reconvene to open session at 6:09 p.m. Roll call found Council Members Arriola, Davis, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Council Member Bedolla absent.
7. REPORT OF FINAL ACTION – None.
8. COUNCIL ITEMS AND COMMENTS – None

9. ADJOURNMENT – Time: 6:11 p.m.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adjourn. Roll call found Council Members Arriola, Davis, Mayor Pro Tem Vargas and Mayor Young all in favor; passed and so ordered. Council Member Bedolla absent.

The agenda was posted at City Hall on July 14, 2021. The above are action minutes.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 20, 2021, 4:45 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 4:47 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Arriola arrived at 4:47 p.m. following roll call.
3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. CLOSED SESSION

A. Conference with Labor Negotiators (Gov. Code § 54957.6)

- City Negotiators:
Jenny Haruyama, City Manager
Kimberly Murdaugh, Human Resources Director
Karin Schnaider, Finance Director
Leticia Ramirez, City Attorney
Tim Davis, Special Counsel
- Employee Organizations:
South County Fire Chief Officer's Association
Tracy Fire Fighters Association
Tracy Police Management Association

There was no public comment.

5. RECESS TO CLOSED SESSION – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to recess to closed session at 4:49 p.m. Roll call found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 5:28 p.m.
7. REPORT OF FINAL ACTION – None.
8. COUNCIL ITEMS AND COMMENTS – None.
9. ADJOURNMENT – Time: 5:29 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adjourn. Roll call found all in favor; passed and so ordered.

The agenda was posted at City Hall on July 15, 2021. The above are action minutes.

ATTEST:

Mayor

City Clerk

July 20, 2021, 5:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the special meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents participated in-person and remotely via WebEx during the meeting.

1. Mayor Young called the meeting to order at 5:30 p.m.
2. Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas, and Mayor Young present.
3. ITEMS FROM THE AUDIENCE – None.
4. ADOPT A RESOLUTION AMENDING THE CITY'S OPERATING AND CAPITAL IMPROVEMENT PROJECTS (CIP) BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021 AND JUNE 30, 2022, AS PROPOSED

Karin Schnaider, Finance Director provided the staff report and presentation and responded to questions. Felicia Galindo, Budget Officer also provided the presentation.

Robert Tanner asked why Measure V does not get a piece of the \$25 million from sales tax, why does it not show \$20 million and \$5 million going out to the next year, and stated due to Phase 3 water shortage the Aquatic Center should be put on hold until we get out of this drought.

Mary Mitracos stated the Finance Department is trying to be prudent about how this money comes in, spent and allocated. It should go to beefing up the reserves first. Ms. Mitracos asked what happens if the City is over the Gann Limit, and regarding ARPA money, what does aid to households mean.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adopt **Resolution 2021-091** amending the City's Operating and Capital Budget for Fiscal Years 2020-21 and 2021-22.

City Council questions and comments followed.

Mayor Pro Tem Vargas requested a friendly amendment to implement the motion after the fall when we are able to receive revenues from the second quarter to see how we are trending.

City Council questions and comments continued.

Council Member Arriola stated given the augmentation of the funding and particular appropriation especially for our employees in the vacancies, he was confident with this change and is not amenable to the friendly amendment.

Jenny Haruyama, City Manager stated staff can be diligent in providing what revenue trends we can and continue to bring those forward maybe on a monthly basis or quarterly and make sure to constantly have that in front of Council and the community as well.

Mayor Young asked if this type of report goes through the Ad Hoc Fiscal Sustainability Committee to take a look at.

Ms. Haruyama responded the scope for the Ad Hoc Fiscal Sustainability Committee is slightly narrow and recommended that it be brought back to Council to ensure that the scope has this attached to it. Mayor Pro Tem Vargas seconded the recommendation.

Ms. Haruyama added staff can bring that back through a simple resolution on consent.

Roll call found Council Members Arriola, Bedolla, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas opposed.

5. COUNCIL ITEMS AND COMMENTS – Mayor Pro Tem Vargas stated she would not be available to stay for the next meeting, and wished all good luck.
6. ADJOURNMENT: Time: 6:22 p.m.

ACTION: Motion made by Council Member Davis and seconded by Council Member Arriola to adjourn closed session. Roll call found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on July 15, 2021. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

July 20, 2021, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20, which suspends certain requirements of the Ralph M. Brown Act. Residents participated in-person and remotely via WebEx during the meeting.

Mayor Young called the meeting to order at 7:00 p.m.

Mayor Young led the Pledge of Allegiance.

Priest Atul Batra, Sant Nirankari Mission offered the invocation.

Roll call found Council Members Arriola, Bedolla, Davis, and Mayor Young present. Mayor Pro Tem Vargas absent.

Police Chief Sekou Millington swore in new Police Officers Manjit Singh and Juan Jasper.

1. CONSENT CALENDAR – Following the removal of consent Items 1.I by Robert Tanner and 1.L by Kimberly Murdaugh, Human Resources Director motion was made by Council Member Arriola and seconded by Council Member Davis to adopt the Consent Calendar. Roll call vote found Council Members Arriola, Bedolla, Davis, and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent.
 - 1.A ADOPTION OF JULY 6, 2021 CLOSED SESSION AND REGULAR MEETING MINUTES – Minutes were adopted
 - 1.B. APPROVE NOTICE OF INTENT TO ADOPT A GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY SUBBASIN – Resolution 2021-092 approved the Notice of Intent to adopt a Groundwater Sustainability Plan.
 - 1.C APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. OF PLEASANTON, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$299,988 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, INCLUDING PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE ADAPTIVE TRAFFIC SIGNAL SYSTEM PROJECTS ON ELEVENTH STREET (CIP 72098) AND CORRAL HOLLOW ROAD (CIP 72113) AND AUTHORIZE AN APPROPRIATION OF \$135,000 FROM GAS TAX FUND (F245) FOR THESE PROJECTS – Resolution 2021-093 approved the Professional Services Agreement with Kimley-Horn & Associates, Inc., for engineering design services for adaptive traffic signal systems projects on Eleventh Street (CIP 72098), and Corral Hollow Road (CIP 72113).
 - 1.D AUTHORIZE THE ACCEPTANCE OF \$13,977 FROM THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR

FUNDING EQUIPMENT, TECHNOLOGY, AND OTHER MATERIAL DIRECTLY RELATED TO BASIC LAW ENFORCEMENT FUNCTIONS AND APPROVE THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 21/22 - **Resolution 2021-094** authorized the acceptance of the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

- 1.E AUTHORIZE THE SUBMISSION OF A UNITED STATES DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT APPLICATION FOR THE PROJECTED AMOUNT OF \$250,000 FOR THE EXPANSION OF CRISIS INTERVENTION TEAMS TO EMBED MENTAL AND BEHAVIORAL HEALTH SERVICES WITH LAW ENFORCEMENT AND AUTHORIZE THE CITY MANAGER TO ACCEPT THE GRANT IF AWARDED - **Resolution 2021-095** authorized the submission of a United States Department of Justice Community Oriented Policing Services (COPS) Grant Application.
- 1.F AWARD A CONSTRUCTION CONTRACT TO TRACY GRADING AND PAVING, INC., OF TRACY, CALIFORNIA, IN THE AMOUNT OF \$1,297,510 FOR THE PAVEMENT REHABILITATION PROJECT FY 2019-2020 CIP 73176, WITH A NOT-TO-EXCEED BUDGET OF \$1,497,138, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$129,752, IF NEEDED – **Resolution 2021-096** awarded a Construction Contract to Tracy Grading and Paving, Inc.
- 1.G APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. OF SACRAMENTO, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$74,730 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES, FOR THE LOCAL ROADWAY SAFETY PLAN (LRSP) CIP 72119, STATE PROJECT NUMBER: LRSPL – 5192(047), AND APPROVE AN APPROPRIATION OF \$20,000 FROM GAS TAX FUND (F245) – **Resolution 2021-097** approved a Professional Services Agreement with Kimley-Horn & Associates, Inc. for engineering services for Local Roadway Safety Plan (LRSP) CIP 72119.
- 1.H WAIVE SECOND READING AND ADOPT ORDINANCE 1313, AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 3.08.580 REGARDING SPECIAL SPEED ZONES OF THE TRACY MUNICIPAL CODE TO UPDATE SPEED LIMITS AS REQUIRED BY THE CALIFORNIA VEHICLE CODE – **Ordinance 1313** was adopted.
- 1.J APPROVE A PROFESSIONAL SERVICES AGREEMENT, NOT-TO-EXCEED \$700,000 PER YEAR, WITH 4 LEAF, INC. OF PLEASANTON, CALIFORNIA, TO PROVIDE TEMPORARY STAFFING OF CONSTRUCTION INSPECTORS AND PLAN CHECKING ENGINEERS FOR CAPITAL IMPROVEMENT AND DEVELOPMENT PROJECTS ON AN AS-NEEDED BASIS FOR FISCAL YEARS 2021-2022 AND 2022-2023, AUTHORIZE AN OPTION TO EXTEND INSPECTION SERVICES FOR FISCAL YEARS 2023-2024 AND 2024-2025, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXTENSIONS AND ANY MINOR AMENDMENTS – **Resolution 2021-098** approved a Professional Services Agreement with 4-Leaf, Inc. to provide temporary staffing of construction inspectors and plan checking engineers for Capital Improvement and Development projects.

- 1.K APPROVE LEGAL SERVICES AGREEMENTS WITH BURKE, WILLIAMS, & SORENSEN, LLP, DOWNEY BRAND LLP, THE LAW OFFICE OF DANIEL P. DOPORTO, MEYERS NAVE AND PRICE, POSTEL & PARMA, LLP TO PROVIDE SPECIAL LEGAL COUNSEL SERVICES FOR A TERM OF THREE YEARS WITH OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS AND AUTHORIZE THE CITY ATTORNEY TO EXECUTE THE CONTRACT EXTENSIONS – **Resolution 2021-099** approved Legal Services Agreements with Burke, Williams, & Sorensen, LLP, Downey Brand LLP, The Law Office of Daniel P. Doport, Meyers Nave and Price, Postel & Parma, LLP to provide legal counsel services.

- 1.I WAIVE SECOND READING AND ADOPT ORDINANCE 1314, AN ORDINANCE OF THE CITY OF TRACY ADDING CHAPTER 6.26 “SHARED MOBILITY DEVICE PILOT PROGRAM” TO TITLE 6 “BUSINESSES, PROFESSIONS AND TRADES” OF THE TRACY MUNICIPAL CODE TO ESTABLISH A PILOT PERMIT PROGRAM FOR SHARED MOBILITY DEVICES

Robert Tanner pulled the item to ask whether the provider gets property owner approval before dropping off scooters, and shared concerns regarding scooters being parked near schools, and some sidewalks not being ADA compliant when scooters are parked on the sidewalk.

Ed Lovell, Transit Manager responded to questions.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Bedolla and seconded by Council Member Davis to waive the second reading of the full text and adopt **Ordinance 1314**, an ordinance of the City of Tracy adding Chapter 6.26 “Shared Mobility Device Pilot Program” to Title 6 “Businesses, Professions and Trades” of the Tracy Municipal Code to establish a Pilot Permit Program for shared mobility devices. Roll call found Council Members Arriola, Bedolla, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent.

- 1.L APPROVE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION, TRACY MID-MANAGERS BARGAINING UNIT, TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION, AND GENERAL TEAMSTERS LOCAL NO. 439, I.B.T., AND COMPENSATION AND BENEFIT PLANS FOR THE CONFIDENTIAL EMPLOYEE UNIT AND DEPARTMENT HEADS; AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT TO THE CITY MASTER SALARY SCHEDULE

Kimberly Murdaugh, Human Resources Director pulled the item to announce a clerical error in the staff report. The 2% lump sum payment for Tracy Technical and Support Services Employee Association (TTSSEA) listed at \$1,427.00, should be \$1,470.00.

There was no public comment.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adopt the following Resolutions:

Resolution 2021-100 approving the Memorandum of Understanding between the City of Tracy and the Tracy Police Officers Association (TPOA), authorizing the City Manager to increase appropriations and authorizing an amendment of the City Master Salary Schedule.

Resolution 2021-101 approving the Memorandum of Understanding between the City of Tracy and the Tracy Mid Managers Bargaining Unit (TMMBU), authorizing the City Manager to increase appropriations and authorizing an amendment of the City Master Salary Schedule.

Resolution 2021-102 approving the Memorandum of Understanding between the City of Tracy and the Tracy Technical and Support Services Employee Association (TTSSEA), authorizing the City Manager to increase appropriations and authorizing an amendment of the City Master Salary Schedule.

Resolution 2021-103 approving the Memorandum of Understanding between the City of Tracy and the General Teamsters Local No. 439, IBT, authorizing the City Manager to increase appropriations and authorizing an amendment of the City Master Salary Schedule.

Resolution 2021-104 approving the Compensation and Benefits Plan for Confidential Employees Unit, authorizing the City Manager to increase appropriations and authorizing an amendment of the City Master Salary Schedule.

Resolution 2021-105 approving the Compensation and Benefits Plan for Department Heads, authorizing the City Manager to increase appropriations and authorizing an amendment of the City Master Salary Schedule.

Roll call found Council Members Arriola, Bedolla, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent.

2. ITEMS FROM THE AUDIENCE – Pete Moyer, Lammersville Preservation Association shared his concerns regarding traffic issues on Hansen Road. Mr. Moyer requested help and support from the City, and stated Prologis wants to work with them, and is willing to put money in the hat to bring things forward to shut the off ramp down.

Dale Schafer, Attorney stated his client submitted three applications for noncompetitive cannabis permits and all three scored differently on social equity and local preference. Mr. Schafer stated there is no pathway to get a decision about their noncompetitive permits, and requested Council consider reopening the noncompetitive, not ask for any more money, not make them competitive or compare to retail licenses.

Alex Monceaux stated 49 applied for noncompetitive cannabis licenses and none got issued, something was not done right in scoring process of noncompetitive licenses. Mr. Monceaux shared his concerns regarding not being able to ask questions regarding why they did not get a review, and requested to relook at applications.

Diana Fernandez wanted to know why their application was not scored fairly. Ms. Fernandez shared concerns regarding the established application submittal date changing hours before deadline, requested this process and a report be brought back to the next Council meeting for public discussion, and suggested Council move all 10 applications to the CUP process.

Tony Fernandez stated their scores were very high, but when it came to local preference plan their application scored a four. Mr. Fernandez added they asked questions but no responses from emails. Council has an obligation to listen to the community and bring back to Council for public discussion including allowing all 10 dispensary applications to move forward in conditional use permit process.

Arabella McCreary shared her concerns regarding the scoring process, not having the right to appeal. Ms. McCreary stated she is the only one who applied for my processing permit type, and does not get to find out what the reason that she spent all this money but does not get to operate. Ms. McCreary stated the application should be revisited under the scoring guidelines agreed to, and emails, letters and phone calls be returned.

Dan Evans thanked Supervisor Rickman for working with the County to release \$3.6 million to fund first phase of the homeless shelter, and \$60,000 to Tracy Interfaith Ministries. Mr. Evans requested getting the shelter built expeditiously, and closer to completion of the shelter bring Police Chief Millington in for community and Council discussion to work for the same expectations for clean parks in the City.

Alice English thanked Council Members Arriola and Davis and staff for working together and Supervisor Rickman for the homeless shelter and Tracy Interfaith funds. Ms. English also announced on Thursday, July 22 from 7:00 – 9:00 p.m. will be virtual community meeting about Westside Specific Plan.

Ariana Van Alstine, Cannabis Collective shared concerns regarding transparency and equity of the application and scoring process, and requested Council action be taken that all final applicants would be eligible to apply for a CUP as long as their information remains current and accurate with what was submitted in original application material, and process allows community input.

Aziz B stated he has a family member who applied, placed 5th in last phase of application and conducted a public records request to look further into organizations that moved forward, and found instead of using revenue number to calculate contribution they used net income or net sales. Suggested the City to select operators who use a top line number to calculate their community contributions, and move all finalists to CUP process so public can weigh in on who they want in our community.

Chris Berman, CEO of Manzanita spoke about the cannabis permit license process being a floored process – decision to extend application deadline at last minute, erroneous scoring, City sent out readjusted score after requirements were met, preventable rounding area ending up costing lot of money. The scoring criteria and process was done to allow well connected Tracyites to be awarded permits.

Pamela Epstein shared concerns regarding the process, transparency, lack of consistency in scoring, and is going through responsive public record documents and

finding concerns. Ms. Epstein recommended moving applicants forward with CUP process, add requirement for CUP package in one year, community input can be shared during Planning Commission meeting, and the City can look to other cities.

Shawn Wilson stated there has been compelling arguments as to why the Council should relook at the process, and Council has the obligation to look at what has transpired. Allowing all 10 to go forward with the CUP process is the wisest approach. Planning Commission will then dictate who is best and who will rise to the top.

Mayor Young asked staff for clarification regarding the comments from the public regarding the homeless shelter, and the cannabis item not being on the July 20, 2021 agenda.

Midori Lichtwardt, Assistant City Manager provided a brief update on the homeless shelter timeline.

Jenny Haruyama, City Manager clarified that staff had publicly advised Council that it is important to go through the appeal process before moving forward with the policy item. The appeal process is scheduled to be wrapped up in September and once through appeals process will bring back for Council's consideration, advised for legal and practical implications that we need to move through due process which is the appeal process. Will aim for September.

Leticia Ramirez, City Attorney responded to Mayor Young regarding being responsive to the cannabis business permit applicants.

3. REGULAR AGENDA

3.A APPROVE REVISIONS TO TRACER BUS SERVICE EFFECTIVE AUGUST 1, 2021

Ed Lovell, Transit Manager provided the staff report.

Alice English stated she was glad Sunday hours are being kept, the \$4 increase is fair, and requested keeping the \$2 fare for seniors.

City Council comments and questions followed.

Council Member Bedolla asked for Council consensus to push back on senior fee and ADA individuals to keep the fares the same until the end of the pilot program. Council Member Davis supported the request.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adopt **Resolution 2021-106** approving the Tracer Bus Service revisions effective August 1, 2021, except to continue \$2 service for Seniors and ADA passengers through the remainder of the Pilot Program and to review by Council, and also to begin taking demographic data on the age of passengers for consideration. Roll call found Council Members Arriola, Bedolla, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent.

3.B INCREASE COMPENSATION FOR ELECTED CITY TREASURER AND
RESCIND RESOLUTION NO. 2019-003

Midori Lichtwardt, Assistant City Manager provided the staff report.

Robert Tanner shared his support for the City Treasurer receiving a compensation increase adding he has done one heck of a job.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Davis and seconded by Council Member Arriola to adopt **Resolution 2021-107** approving an increase to monthly salary of the City Treasurer from \$950 to \$1,075 effective August 1, 2021.

Council Member Arriola made a friendly amendment to also review the Treasurer compensation every two years. Council Member Davis accepted the friendly amendment.

Roll call found Council Members Arriola, Bedolla, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent.

3.C ADOPT A POLICY ESTABLISHING RULES AND PROCEDURES FOR
ACCEPTING DONATIONS AND GIFTS FROM THE PUBLIC

Midori Lichtwardt, Assistant City Manager provided the staff report.

There was no public comment.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Davis and seconded by Council Member Arriola to adopt **Resolution 2021-108** approving a Council Policy establishing rules and procedures for accepting donations and gifts from the public as described in Attachment A to the staff report. Roll call found Council Members Arriola, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent. Council Member Bedolla absent from vote.

3.D DISCUSS AND APPROVE UPCOMING OUT-OF-STATE TRAVEL FOR CITY
COUNCIL MEMBERS, INCLUDING TRAVEL TO WASHINGTON, D.C. FOR
LOBBYING EFFORTS FOR THE SAN JOAQUIN COUNCIL OF
GOVERNMENTS (SJCOG) ONE VOICE® TRIP AND TRAVEL TO
WASHINGTON, D.C. FOR LOBBYING EFFORTS FOR THE CITY OF TRACY
(PRE-ONE VOICE)

Adrianne Richardson, City Clerk provided the staff report.

There was no public comment.

City Council comments followed.

Council Members Arriola, Bedolla, Davis and Mayor Young all expressed interest in attending the San Joaquin Council of Governments One Voice® trip.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to approve all Council attendance at the SJCOG One Voice® trip to Washington, D.C. scheduled for October 17 through October 21, 2021, and anticipated Spring 2022 SJCOG One Voice® trip and Tracy Pre-One Voice trips. Roll call found Council Members Arriola, Bedolla, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent.

4. ITEMS FROM THE AUDIENCE – Alex Monceaux stated we have heard from cannabis people that they are disheartened with the process. There are no noncompetitive in play or part of the appeal process, so ask Council to look at that before September since none of those applicants are tied into appeal process.
5. STAFF ITEMS – Jenny Haruyama, City Manager provided an update on the following actions taken by the City Manager during the COVID emergency.
 - Approve the Off-Site Improvement Agreement for Tracy Hills Phase 1A, Criseldo Mina Avenue Extension Improvements.
 - Approve MPSA with HDR Engineering, Inc. for On-Call Public Outreach Services.
 - Accept OIA for Harvest in Tracy Multifamily Development Constructed by LTMY Tracy LLC.
 - Approve OIA for Costco Wholesale Corporation's Traffic Signal at W. Schulte Rd and Bud Lyons Way.

Ms. Haruyama announced there will be a community meeting for Westside Specific Plan also known as Gateway on Thursday, July 22, 2021, from 7:00 p.m. to 9:00 p.m., which can be attended in person or virtually, provided the City of Tracy website address and added can also find out ways to participate in a survey in respect to land use alternatives.

Ms. Haruyama announced the San Joaquin County Public Health Department came out with a recommendation for individuals that may want to wear face masks indoors. It is not a mandate, it is a recommendation following suit with Stanislaus County and several Bay Area counties.

6. COUNCIL ITEMS – Council Member Arriola provided updates from meetings and events he has attended, and spoke about joining Council Member Doug Kuehne of Lodi and Council Member Gary Singh of Manteca and as united group of cities to approach the Board of Supervisors and were approved for \$3.6 million dollars to fully fund the homeless shelter in the City of Tracy using zero general fund dollars for construction. Next subcommittee meeting is October 21, 2021 will be talking about updating the implementation plan and looking at Phase 2 and 3 of shelter property and also having a faith based organization round table to look at resources that are available in the City of Tracy. Provided update on City Schools meeting, and announced he will be heading on vacation for the next week.

Council Member Davis reminded staff to get a memo or information that can be shared with residents regarding scooters that are impeding the right of way and blocking access. Council Member Davis confirmed with the City Manager that she would like something she can share with residents to let them know the City is aware it is a problem, we may not have all the answers, but what the City's position is with trying to resolve that issue. Council Member Arriola supported the request.

Council Member Davis also asked for guidance on door to door canvassing after hours, and confirmed with the City Manager that she would like the information electronically. Council Member Arriola supported the request.

Council Member Davis congratulated Jordan Martinez and Isaac Lokers, both were Tracy students who graduated Army infantry, wished them Godspeed and thanked them for their service to our country.

Council Member Bedolla asked about any legal implications to the request from the public to review the noncompetitive applications through the appeals process.

Leticia Ramirez, City Attorney responded there may be one or two of the seven appeals that are noncompetitive. The only competitive are the retailers which are limited to four. Having a policy discussion to change the selection criteria while the City is still going through the appeal process does raise some concerns in terms of due process and practical considerations. Staff is focusing on appeals because there are strict time limits based on Tracy Municipal Code. Once the appeals process is complete there can be a full on policy discussion and Council can provide direction to staff.

Mayor Young asked if the appeal process applied to everyone.

In response to a comment from a member of the public seated in the audience who stated only applicants who made it to Phase 3 were able to appeal, Ms. Ramirez stated all applicants have the right to appeal, and at least one appeal was received from someone who did not make it to Phase 3.

Mayor Young stated we will be looking at the process after the appeals are complete and see where we go from there. Mayor Young added one of the things mentioned tonight was the finalists going on to the CUP process, which could be one of the things to look at as well as the appeal process in the future discussion. Council Member Bedolla supported the request.

Mayor Young provided an update on the meetings and events she has attended. Mayor Young referred to Item 4.2 on the July 20, 2021 South San Joaquin County Fire Authority agenda concerning status of the regional fire training center stating in 2017 were able to get federal grant for \$239,000 to purchase a prefabricated training tower to be utilized in stage one of project. However, the project budget was originally estimated to be \$450,000 and the City agreed to fund \$250,000 and Tracy Rural Fire District agreed to fund the remaining \$200,000. Further review by the City Engineer revised the estimate for installation and infrastructure to \$800,000, leaving a \$350,000 shortfall. An option was to request that Member agencies pay their prorated share of the shortfall. Mayor Young requested staff to see what they propose for Council discussion. Council Member Davis seconded the request.

Mayor Young announced the regular meeting on August 3, 2021 will be cancelled due to Council participation in National Night Out. Next regular Council meeting will be on August 17, 2021.

7. ADJOURNMENT – Time: 9:06 p.m.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adjourn. Roll call vote found Council Members Arriola, Bedolla, Davis and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas absent.

The above agenda was posted at the Tracy City Hall on July 15, 2021. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

**APPROVE A GENERAL SERVICES AGREEMENT WITH JHA REMEDIATION, LLC
FOR THE PURPOSES OF LOADING, HAULING AND DISPOSING OF
WASTEWATER TREATMENT BIOSOLIDS FOR FISCAL YEAR 2021-22**

EXECUTIVE SUMMARY

The City of Tracy generates biosolids, a nutrient rich organic material, at the Wastewater Treatment Plant as a by-product of wastewater treatment. Annually, the City engages the services of qualified haulers (vendors) to remove and dispose of this material out of San Joaquin County, in accordance with all applicable Federal, State, and local regulations. This agenda item requests authorization to enter into a General Services Agreement with the lowest monetary proposer, JHA Remediation, LLC, to provide such services for a not to exceed amount of \$280,000. Funding for the disposal of the wastewater treatment biosolids is collected through the wastewater rates charged to customers of the wastewater enterprise.

DISCUSSION

The City engages the services of qualified haulers to remove, load, haul and dispose biosolids from the drying beds stockpiled at the Wastewater Treatment Plant located at 3900 Holly Drive. These biosolids are a by-product of wastewater treatment. The biosolids are disposed of outside of San Joaquin County in accordance with the local, state and federal requirements. Such services are acquired every year from qualified entities to complete this work in a cost effective manner. The scope of work also requires the qualified entity to provide certified mobile scales to weigh the trucks before leaving the plant site to determine the tonnage of biosolids hauled, or each truck may be weighed at a certified scale. The work is completed in accordance with all applicable laws, rules, and regulations.

On March 16, 2021, a Request for Proposal with relevant requirements was posted on the City's website. Various experienced vendors and transporters were also contacted to submit proposals. Three proposals were received and opened at 2:00pm on May 10, 2021, as follows:

<u>Vendor Name</u>	<u>Price/Ton</u>
JHA Remediation, LLC	\$49.60/ton
Denali Water Solutions	\$98.00/ton
Environmental Logistics	\$137.25/ton

JHA Remediation LLC, is the qualified proposer with the lowest cost of services, has good references, and has completed similar work with other agencies in a satisfactory manner.

A total of \$450,000 is available in the Utilities wastewater operating budget for this service in FY 2021-22. The actual amount incurred for completion of such services each year depends upon the frequency and strength of polymers used for generation of biosolids, the sewer strength and tons of biosolids available for disposal. The City has received very competitive proposals and will not use the entire budgeted funding this year. As a result, the proposed General Services Agreement with JHA Remediation, LLC is recommended for not to exceed amount of \$280,000 to complete the services at a rate of \$49.60 per ton. All unused funding will remain in the operational budget and will be used in the wastewater treatment plant for other operational and maintenance priorities.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

A total of \$450,000 is budgeted in the Utilities-Wastewater Fund (F521) operating budget for the removal of biosolids in Fiscal Year 2021-22. However, based upon the quantity of biosolids available for disposal, the agreement for disposal services is recommended for approval with not to exceed amount of \$280,000. The unused budgeted funds will remain in the wastewater operational budget and will be available for other operational and maintenance priorities. Funding for the disposal of the wastewater treatment biosolids is collected through the wastewater rates charged to customers of the wastewater enterprise.

RECOMMENDATION

That the City Council, by resolution, approve a General Services Agreement with JHA Remediation, LLC, for the purposes of Loading, Hauling, and Disposing of Wastewater Treatment biosolids for a not to exceed amount of \$280,000 for Fiscal Year 2021-22.

Prepared by: Aloke Vaid, Wastewater Operations Superintendent

Reviewed by: Kuldeep Sharma, Director of Utilities
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS

Attachment A – General Services Agreement JHA Remediation, LLC

**CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
JHA Remediation LLC**

Loading, Hauling, and Disposal of Wastewater Treatment Plant Solids, 2021

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and JHA Remediation LLC, a California Corporation (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Contractor to provide loading, hauling, and disposal of wastewater treatment plant biosolids services and

B. In April 2021, the City issued a Request for Proposals (RFP) for the Biosolids Loading, Hauling and Disposal (**Project**). On May 10, 2021, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. 2021-____ approved by Tracy City Council on _____, 2021.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Contractor shall perform the services described in Exhibit “A” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: Michael James Pedigo. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit “A,” nor shall Contractor use or replace any subcontractors or subconsultants, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit “A.” Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on September 1, 2021 and end on October 20, 2021, unless terminated in accordance with Section 6 or extended by City.

3. **Compensation.** City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$280,000.00. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

3.3 Payment. Within 30 days after the City's receipt of invoice, City shall make payment to the Contractor based upon the services described on the invoice and approved by the City.

4. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Pollution Liability coverage for bodily injury, property damage or personal and advertising injury shall be maintained to cover damages arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" in an amount not less than \$2,000,000 per claim.

5.5 Endorsements. Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

5.5.2 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior

to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Contractor's Obligation. Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

8.3 Monitoring. This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

9. Ownership of Work. All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

10. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.

11. Conflicts of Interest. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

12. Rebates, Kickbacks, or Other Unlawful Consideration. Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

13. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Kul Sharma
Utilities Director
3900 Holly Drive
Tracy, CA 95304

To Contractor:
Mike Pedigo
JHA Remediation LLC
3050 Fite Circle, Suite 111
Sacramento Ca 95827

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

14.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

14.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

14.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

14.4 Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

14.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

14.6 Compliance with the Law. Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

14.6.2 Non-discrimination. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

14.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

14.8 Business License. Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License. Contractor shall maintain an active City of Tracy Business License during the term of this Agreement.

14.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

14.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

14.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

14.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Contractor

JHA Remediation, LLC
By: Mike Pedigo
Print Name: Mike Pedigo
Title: Regional Manager
Date: 7.13.2021

Federal Employer Tax ID No. 46-4208090

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

The work to be done includes removing approximately up to 5,645 tons of biosolids, which are currently stockpiled in or near the drying beds at the Wastewater Treatment Plant, by loading, hauling, and disposing of the material out of San Joaquin County in accordance with all applicable federal, state and local regulations. The amount of tonnage of biosolids stockpiled in the drying beds may vary and the contractor shall be paid for the actual tons of biosolids disposed. The biosolids shall largely conform to the typical results given as an example in the bid package, and the solids content should not be less than 90% as specified in the RFP. Contractor shall provide certified mobile scales and weigh the trucks before leaving the plant site to determine the tonnage of biosolids hauled, or the Contractor may have each truck weighed at a certified scale. Contractor shall conform to all applicable laws, rules and regulations in performing this work. Care shall be taken not to damage any site improvements at the Wastewater Treatment Plant during the operation. Any damage shall be Contractor's responsibility to repair. The biosolids will be placed in multiple piles. The City shall rank them from first to last in order the piles will be removed.

EXHIBIT B - Compensation

5,645 Wet Tons Biosolids, Loading, Hauling and Disposal of biosolids outside San Joaquin County, in accordance with the federal, state and local regulations. \$49.60 per ton

Not to exceed \$280,000.00

RESOLUTION 2021-_____

**APPROVING A GENERAL SERVICES AGREEMENT WITH JHA REMEDIATION, LLC
FOR THE PURPOSES OF LOADING, HAULING AND DISPOSING OF
WASTEWATER TREATMENT BIOSOLIDS FOR FISCAL YEAR 2021-22**

WHEREAS, the City of Tracy generates biosolids, a nutrient rich organic material, at the Wastewater Treatment Plant as a by-product of wastewater treatment, and

WHEREAS, the City engages the services of qualified haulers (vendors) to remove and dispose of this material out of San Joaquin County annually in accordance with all applicable Federal, State, and local regulations, and

WHEREAS, on March 16, 2021, a Request for Proposal with relevant requirements was posted on the City's website. Various experienced vendors and transporters were also contacted to submit proposals, and

WHEREAS, JHA Remediation LLC, is the qualified proposer with the lowest cost of services, has good references, and has completed similar work with other agencies in a satisfactory manner, and

WHEREAS, a total of \$450,000 is available in the Utilities wastewater operating budget for this service in FY 2021-22, and

WHEREAS, the actual amount incurred for completion of such services each year depends upon the frequency and strength of polymers used for generation of biosolids, the sewer strength and tons of biosolids available for disposal, and

WHEREAS, it is estimated that the services will be completed within a not to exceed amount of \$280,000 at the proposed rate of \$49.60 per ton.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves a General Services Agreement with JHA Remediation, LLC, for the purposes of Loading, Hauling, and Disposing of Wastewater Treatment biosolids for a not to exceed amount of \$280,000 at a rate of \$49.60 per ton for Fiscal Year 2021-22.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the City of Tracy City Council on the _____ day of _____, 2021, by the following vote:

- AYES: COUNCIL MEMBERS
- NOES: COUNCIL MEMBERS
- ABSENT: COUNCIL MEMBERS
- ABSTAIN: COUNCIL MEMBERS

ATTEST

MAYOR

CITY CLERK

August 17, 2021

AGENDA ITEM 1.C

REQUEST

**CANCELLATION OF THE REGULAR CITY COUNCIL MEETING SCHEDULED
FOR TUESDAY, OCTOBER 19, 2021**

EXECUTIVE SUMMARY

The City Council will be attending the San Joaquin Council of Governments (SJCOG) One Voice® trip to Washington D.C, from October 17 – 21, 2021. Staff is requesting that the City Council cancel the regular Council meeting scheduled for October 19, 2021.

DISCUSSION

On July 20, 2021, City Council approved the out-of-state travel for all Council members to attend the San Joaquin Council of Governments (SJCOG) One Voice® Trip to Washington D.C. from October 17 – 21, 2021. There are currently no agenda items scheduled for the October 19, 2021, Council meeting, however, if circumstances change and Council action is needed prior to that date, a special Council meeting can be scheduled. Staff requests that Council cancel the regular City Council meeting scheduled for Tuesday, October 19, 2021.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDATION

Staff requests that Council, by motion, cancel the regular City Council meeting scheduled for Tuesday, October 19, 2021.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

AGENDA ITEM 1.D

REQUEST

AUTHORIZE THE ACCEPTANCE OF \$50,000 FROM THE 2021 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR FUNDING A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM AND APPROVE THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 21/22

EXECUTIVE SUMMARY

The City of Tracy has been awarded \$50,000 from the State of California Office of Traffic Safety for funding a Selective Traffic Enforcement Program. Staff recommends that the City of Tracy accept the grant and authorize an appropriation of \$50,000 to the Police Department budget for FY 21/22.

DISCUSSION

On January 28, 2021, the Tracy Police Department Traffic Unit applied for the Selective Traffic Enforcement Program Grant (STEP). The grant award had the potential for up to \$100,000 to provide funding for traffic safety measures. On July 17, 2021, the Police Department was notified that it would be a recipient of \$50,000.

The grant provides for the funding of additional high-visibility traffic enforcement patrol focusing on the enforcement of primary collision factor violations. High-visibility traffic enforcement is a traffic safety approach that is designed to create deterrence and change unlawful or risky driving behaviors such as driving under the influence (DUI) and distracted drivers using hand-held cell phones and texting. The grant will also be used to purchase additional LIDAR (light detection and ranging) devices to update speed monitoring equipment available to the Motor Cadre for enforcement activities.

The grant funding for assisting with traffic safety measures is important as impaired driving and alcohol-related collisions constitute a major threat to the safety and well-being of the public. The primary purpose of this grant request is to reduce the number of persons killed and injured in collisions involving alcohol and other primary collision factors.

In 2017, the City of Tracy was ranked 98th of 106 jurisdictions for alcohol-related collisions, and in 2018 the City of Tracy was ranked 64th out of 102 jurisdictions for alcohol related collisions. This is an increase of nearly 30 percent.

The California Office of Traffic Safety (OTS) rankings show that in 2017, the City of Tracy was ranked 24th of 106 jurisdictions for speed-related collisions and 73rd of 106 jurisdictions for injury and fatal collisions. In 2018, the City of Tracy was ranked 38th of 102 jurisdictions for speed-related collisions, an increase of nearly 15 percent. In 2018, the City of Tracy was ranked 62nd of 102 jurisdictions for fatal and injury collisions, an improvement of nearly 8 percent.

Speed continues to be one of the top primary collision factors, and impaired drivers continue to contribute to collisions, injuries, and deaths in the City. Statistics tend to show that between 2017 and 2018, there was an increase in speed-related and alcohol involved collisions in comparison to jurisdictions of similar size.

Statistics from 2018 to 2020 also tend to show a continuing increase in the number of injury collisions. Any effort to combat impaired driving and enforcement of primary collision factors, especially at intersections with a high number of collisions, will naturally complement each other. With additional tools allowing more officers to address speed violations and DUI enforcement with OTS grant funding, continued proactive efforts to improve the safety on our roadways can be achieved. It is vital to the safety of the community to continue to take dangerous, impaired, and distracted drivers off of the road through enforcement and education efforts.

To achieve the performance objectives as required, Tracy Police Department will deploy best practice strategies to reduce the number of persons killed and injured in collisions involving alcohol and other primary collision factors. Strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Additionally, Traffic Safety Unit officers and Motor Cadre officers have begun to participate in a county-wide Selective Traffic Enforcement Program (STEP) detail where Tracy Police Department officers and allied agencies have two scheduled days of highly-visible, collaborative enforcement days, per jurisdiction throughout the year. For example, officers from across the county would focus on primary collision factor violations in each particular jurisdiction with the goal of reducing collisions through education and enforcement.

Goals

- Reduce the number of persons killed in traffic collisions;
- Reduce the number of persons injured in traffic collisions;
- Reduce the number of pedestrians killed in traffic collisions;
- Reduce the number of pedestrians injured in traffic collisions;
- Reduce the number of bicyclists killed in traffic collisions;
- Reduce the number of bicyclists injured in traffic collisions;
- Reduce the number of persons killed in alcohol-involved collisions;
- Reduce the number of persons injured in alcohol-involved collisions;
- Reduce the number of persons killed in drug-involved collisions;
- Reduce the number of persons injured in drug-involved collisions;
- Reduce the number of persons killed in alcohol/drug combo-involved collisions;
- Reduce the number of persons injured in alcohol/drug combo-involved collisions;
- Reduce the number of motorcyclists killed in traffic collisions;
- Reduce the number of motorcyclists injured in traffic collisions;
- Reduce hit & run fatal collisions;
- Reduce hit & run injury collisions;
- Reduce nighttime (2100 - 0259 hours) fatal collisions; and
- Reduce nighttime (2100 - 0259 hours) injury collisions.

Objectives

- Issue a press release announcing the kick-off of the grant by November 15, 2021. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
- Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.
- Participate in traffic safety presentations at local High Schools with emphasis on collision awareness/reduction and DUI education.
- Conduct DUI saturation patrol operation(s).
- Conduct traffic enforcement operation(s), including but not limited to, primary collision factor violations.

STRATEGIC PLAN

This agenda item relates to Council's Strategic Priorities for Public Safety.

FISCAL IMPACT

The City of Tracy will receive \$50,000 from the 2021 State of California Office of Traffic Safety grant. No city match is required; however, this is a reimbursement grant that will require the upfront costs be paid from the Police Department's operational budget. Accepting this grant funding requires the funds to be appropriated from the Office of Traffic Safety and \$50,000 added to the Police Department's Operating Budget.

RECOMMENDATION

That City Council adopt a resolution authorizing the acceptance of the 2021 Office of Traffic Safety grant in the amount of \$50,000 for Selective Traffic Enforcement Program and approve the appropriation of \$50,000 to the Police Department's Operating Budget for FY 21/22.

Prepared by: Erik Speaks, Police Corporal

Reviewed by: Beth Lyons-McCarthy, Police Support Operations
Manager Sekou Millington, Chief of Police
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION _____

AUTHORIZING THE ACCEPTANCE OF \$50,000 FROM THE 2021 STATE OF CALIFORNIA
OFFICE OF TRAFFIC SAFETY FOR FUNDING A SELECTIVE TRAFFIC ENFORCEMENT
PROGRAM AND APPROVE THE APPROPRIATION TO THE POLICE DEPARTMENT
BUDGET FOR FISCAL YEAR 21/22

WHEREAS, The Tracy Police Department applied for and was awarded \$50,000 from
the 2021 Office of Traffic Safety Grant for funding selective traffic enforcement programs, and

WHEREAS, The grant provides for the funding of additional high-visibility traffic
enforcement patrol focusing on the enforcement of primary collision factor violations, driving
under the influence violations (DUI), distracted drivers using hand held cell phones and texting,
and additional LIDAR (light detection and ranging) devices to update equipment available to the
Motor Cadre for enforcement activities, and

WHEREAS, The Tracy Police Department's goal is to reduce traffic collisions, reduce
traffic collision related deaths and injuries through education, proactive traffic enforcement
activities, and participation in traffic related campaigns, and

WHEREAS, Staff recommends that City Council accept the 2021 Office of Traffic Safety
Grant to assist Tracy Police Department in achieving these goals;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy
hereby accepts the \$50,000 grant award from the 2021 State of California Office of Traffic
Safety Grant for Selective Traffic Enforcement Program and approve the appropriation of
\$50,000 to the Police Department's Operating Budget for FY 21/22.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on
the 17th day of August, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY, A DELAWARE CORPORATION, FOR NOT-TO-EXCEED AMOUNT OF \$1,695,000 TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR EXPANSION OF THE WASTEWATER TREATMENT PLANT (WWTP) PHASE 2B, CIP 74107 AND DECLARE THE INTENTION TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY

EXECUTIVE SUMMARY

City Council awarded a construction contract to GSE Construction Company of Livermore, California in the amount of \$19,282,800 for the Phase 2B expansion of the City's WWTP (the "Project") during its July 6, 2021 meeting. Due to the magnitude of work and complexity of the Project, construction management services are needed from a qualified and experienced consultant during construction. Council's previously approved total budgeted amount of \$25,349,800 for the Project included the estimated cost of construction management services.

The selection of the construction management services consultant through the City's standard Request for Proposals (RFP) process has been completed. Out of the three proposals received by the City, Jacobs Project Management Company (Jacobs) was found to be the most qualified and knowledgeable consultant to provide the required services for the Project. City Council is requested to approve the Professional Services Agreement (PSA) with Jacobs for providing construction management services for expansion of the WWTP Phase 2B CIP 74107 for not-to-exceed amount of \$1,695,000.

Federal tax law allows the City to reimburse itself with proceeds of tax-exempt debt for expenditures related to the Project that are made prior to issuance of the debt if it has declared its intention to make such reimbursements, and staff, after consulting with bond counsel, recommends that the City make such a declaration.

DISCUSSION

The City's Wastewater Master Plan provides phased expansion of the WWTP to create additional capacities to serve new developments in Tracy. On July 6, 2021, City Council approved construction contract with GSE Construction Company of Livermore in the amount of \$19,282,800 for expansion of the City's WWTP Phase 2B CIP 74107.

The Project involves construction of an additional primary clarifier, digester and associated improvements at the WWTP. Due to complexity of the Project construction and to ensure uninterrupted operations of the WWTP during construction, services of a qualified and experienced construction management consultant team are needed. In addition to the contract administration, the construction management team will provide inspections and coordination with operations and maintenance. The responsibilities also include review of Requests for Information, change orders, delay claims and progress payments.

The total approved budget for this Project is \$25,349,800. In addition to the construction contract cost, the budgeted amount includes estimated cost of construction contingencies, design services during construction, construction management (including inspection) and testing services. At the time of award of the construction contract, City was in the middle of the selection process for a consultant to provide construction management services. The City followed the standard RFP process and received three proposals. After careful review of the proposals, Jacobs was found to be the most qualified and experienced construction manager. Jacobs had submitted a proposal to complete the required services for a not-to-exceed amount of \$1,695,000 on hourly rates.

Staff recommends that the City declare the intention to reimburse itself with tax-exempt bond proceeds for amounts expended on the Project, including those related to construction and construction management services, prior to issuance of such bonds.

STRATEGIC PLAN

This agenda item indirectly supports council's Strategic Priority of Quality of Life by providing necessary infrastructure and also supports City's Economic Development efforts to provide facilities for attracting new developments.

FISCAL IMPACT

Cost of services under this PSA are included in the overall budget of the Project and are estimated at \$25,349,800. The Project is funded by new developments through impact fees as follows:

F325	-	Utilities – Plan “C”	\$ 5,250,000
F337	-	Ellis Area Wastewater	\$ 2,900,000
F353	-	I205 Area	\$ 3,050,000
F354	-	ISP South	\$ 200,000
F357	-	NE Industrial Area #2	\$ 4,700,000
F364	-	TIMP Wastewater	\$ 8,427,882
F523	-	Wastewater Capital	\$ 2,077,510

<u>Project Available Balance</u>	<u>\$ 26,605,392</u>

RECOMMENDATION

The City Council, by resolution, award a Professional Services Agreement with Jacobs Project Management Company for a not-to-exceed amount of \$1,695,000 to provide construction management services for expansion of the Wastewater Treatment Plant Phase 2B, CIP 74107 and to declare the intention to reimburse Project expenditures with proceeds of tax-exempt debt.

Prepared by: Kul Sharma, Director of Utilities

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS

Attachment 1 – PSA Jacobs Management Company – Construction Management Services

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
JACOBS PROJECT MANAGEMENT COMPANY FOR CONSTRUCTION MANAGEMENT SERVICES
FOR CITY OF TRACY WWTP PHASE 2B EXPANSION PROJECT (CIP 74091)**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Jacobs Project Management Company (JPMC), a Texas Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant to perform construction management services for the proposed Tracy WWTP Phase 2B Expansion Project (**Project**)
- B.** In October 2020, City of Tracy requested proposals from qualified consulting firms to provide construction management services during construction of the proposed Project
- C.** City of Tracy received three proposals on November 9, 2020. Based on the information presented in the proposal, Consultant was selected.
- D.** Consultant represents it has the qualifications, skills and experience to provide these services and is willing to provide services according to the terms of this Agreement.
- E.** City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- F.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- G.** This Agreement is being executed pursuant to Resolution No. 2021-____ approved by Tracy City Council on August 17, 2021.

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Tyler Sheldon. Consultant shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.
- 2. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later

than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin after receipt of Notice to Proceed by Consultant and end based on Time of Performance referenced in above item 2.0, unless terminated in accordance with Section 6. This Agreement may be extended for the project duration if the project duration is extended or changed by City.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$1,695,000 as shown on Exhibit "B". Consultant's Fee and billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoices must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice, City shall make payment to the Consultant based upon the services described on the invoice and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.3 Workers’ Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

5.5.1 The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”

5.5.2 For any claims related to this Agreement, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant’s Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days’ written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Mr. Kuldeep Sharma
Tracy WWTP
3900 Holly Dr
Tracy, CA 95304

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Mr. Tyler Sheldon, P.E.
Division Vice President
Jacobs; Project Management Co. (JPMC)
155 Grand Ave, Suite 800,
Oakland, CA 94612

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

13.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement. In particular, Consultant

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Nancy Young
Title: Mayor
Date: _____

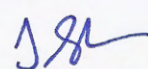
Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant



By: Tyler Sheldon
Title: Division Vice President
Date: July 22, 2021

Federal Employer Tax ID No. 35-2321289

By: Elizabeth Refinski
Title: Assistant Secretary to JPMCo.
Date: _____

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

Scope of Construction Management Services City of Tracy WWTP Tracy WWTP Phase 2B (CIP 74091)

1. PROJECT MANAGEMENT

Perform project management duties including supervision of project staff and coordination with design engineers and other consultants, communications with the City of Tracy (City), project status monitoring, and budget control. Prepare a Monthly Progress Report including a description of the work performed, activities, photos, milestones achieved, accomplishments, progress relative to approved schedule, and any problems encountered in the performance of the work during the reporting period. Submit the Monthly Progress Report to the City of Tracy. Review and recommend approval of monthly progress payment requests from the contractor.

2. PRECONSTRUCTION SERVICES

Pre-construction Conference

Following the Notice to proceed to the Contractor by the City, conduct a pre-construction conference. The preconstruction conference attendees will include the City, Contractor, major subcontractors, Design Engineers, and other stakeholders. The purpose of the pre-construction conference is to explain construction administration procedures and to delineate project requirements and constraints. Develop the agenda and prepare and distribute minutes of the conference.

Construction Administration Manual

Prepare a construction administration manual to describe the procedures to be followed by the Construction Manager, Contractor, and City throughout the project. The manual will include the following:

- General description of the project.
- Project organization.
- Directory of key team members (including after-hours, emergency telephone numbers).
- Communications protocol.
- Correspondence procedures.
- Procedures for handling Requests for Information (RFI's)
- Submittal handling procedures.
- Progress payment application procedures.
- Procedures for processing change orders.
- Hazard Assessment and Safety Action Plan (HASAP)
- Site security measures and procedures.

Update and modify the manual as the project progresses to streamline the work. Distribute the manual to project team members.

3. PROJECT MEETINGS

Conduct regular bi-weekly job meetings with the Contractor, City, and others (as necessary) to review safety, RFI status, submittal status, changes, completed and ongoing activities, planned work schedules, and to discuss key issues. Conduct other job meetings as required to coordinate construction activities with other agencies. Record

and prepare minutes of all project meetings and distribute the minutes to all parties within two business days following meeting.

4. CONTRACTOR SCHEDULE

Review the Contractor's initial computer-based, cost-loaded, critical path method (CPM) construction schedule to ensure that the activities are comprehensive, that workflow is logical, that the schedule is not front-end loaded, and that the costs for activities are reasonably distributed. Monitor the Contractor's progress. Conduct monthly schedule update meetings with the Contractor to review progress. The cost-loaded schedule will be the basis of progress payments to the Contractor.

5. CONSTRUCTION QUALITY ASSURANCE

Provide qualified inspection staff to observe materials, equipment, work in progress, and completed work to ascertain compliance with the plans and specifications, subsequent contract modifications, and approved submittals. Provide specialty inspectors on an as-needed basis for instrumentation, electrical, civil, structural, mechanical, and coatings work. Notify the Contractor in writing of any observed noncompliance or variances from the contract requirements.

Prepare daily field reports of the status of the work, daily activities, manpower, equipment (including idle equipment), weather, and other pertinent observations. Make daily reports available to the Owner for review/reference at all times and submit all reports with other project records at the completion of the project. Maintain a continuous log of deviations throughout the project to reflect Contract change orders and field changes. Maintain a record of construction progress through photographic documentation. Accompany visitors representing public or other agencies and record the visits in the daily log.

Observe the Contractor's compliance for SWPPP, documentation of erosion control efforts and perform and document inspections of erosion control devices on a weekly basis, or as needed following rainfall events. Report significant erosion control problems to the City.

Verify that the contractor has developed and received approval for its dewatering plan for discharging to City's ponds and other areas as designated in the construction plans.

Discuss, observe and document pot-holing operations for utilities in advance of the pipeline installation within WWTP to identify conflicts and mitigate alignment changes as necessary to prevent costly delays and construction impacts. The City acknowledges that ultimate responsibility for any deficiencies in materials or completed work, and for compliance with plans and specifications and approved submittals, shall be attributable solely to the Contractor, notwithstanding Construction Manager's observations and inspections hereunder.

If Consultant is called on to observe the work of the City's Construction Contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors since these are solely the Contractor's responsibility under the contract for construction between the City and the Contractor. Consultant does not assume any responsibility or liability for the safety of persons or property as may be affected by construction Work, or for compliance with federal, state, or local statutes, rules, regulations and codes applicable to the conduct of the construction Work. The Contractor(s) will remain solely responsible for construction safety.

6. CONTRACTOR'S SUBMITTALS

Receive, track, and distribute Contractor's submittals on materials, equipment, and methods. Technical submittals will be reviewed by the Design Engineers. Develop and maintain a log of all submittals to indicate the date received, review status, and date returned to the Contractor.

7. PROGRESS PAYMENTS

Review applications for payment with the Contractor for compliance with the established procedures for their submission, noting particularly the relationship of the payment requested to the schedule of values based on the cost loaded CPM schedule. Confirm that the Contractor submits required certified payroll information. Forward reviewed payment application to the City with recommendation for payment. Maintain reliable project cost records, including monthly payments and change orders.

8. REQUESTS FOR INFORMATION (RFI's)

Receive RFI's from the Contractor and forward to the appropriate Design Engineer for review and response. RFIs for divisions 0 & 1 will be addressed by the CM and all design technical questions will be addressed by the Design team. Forward the RFI response to the Contractor. Develop and maintain a computerized log to track all RFI's, indicating subject of request, date of request, originator of request, person responsible for response, and date of response. Facilitate and expedite responses to the maximum extent possible, confirming that the appropriate party is resolving outstanding issues.

9. PROPOSED CHANGES TO THE WORK

Review all proposed changes to the work requested by the Contractor to ascertain the need and to check for cost-effectiveness. Prepare Requests for Proposal (RFP's) for City or Engineer-generated requests for changes. Lead change order negotiations with the Contractor to evaluate the requested cost and/or time extensions. Prepare change orders and make recommendations to the City regarding acceptance of change orders. Maintain a computerized log to track the status of potential and executed change orders.

10. MATERIAL TESTING

Coordinate material testing requirements with the Contractor and the City's material testing consultant. Review material test results and address any issues with the Contractor. City will directly pay to the material testing company.

11. COORDINATION

Coordinate construction activities with the City operations and maintenance staff, contractor and Design Engineers. Attending community meetings is excluded from this scope of work.

12. PROJECT FILES AND RECORDS

Maintain a current set of project correspondence, job files, change order documentation, approved shop drawings, contract documents, erosion control inspection reports, and other records required by the specifications. Files and records may be hard copy or electronic. Develop and maintain a document tracking system to facilitate retrieval and archival needs. Transmit all files to the City upon completion of the project.

13. OPERATIONAL TESTING AND START-UP

Review the Start-up Plan prepared by the Contractor and verify the roles and responsibilities during project start-up. Review the Contractor's proposed procedures for operational testing and start-up of the new facilities and equipment. Verify that tests and equipment and systems startups are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records of the testing. Attend operation checkouts and start-up testing of each major equipment item or system. Coordinate start-up/testing schedule with the City.

14. INTERIM AND FINAL INSPECTIONS

Perform an inspection of the Work in conjunction with the City prior to substantial completion. Prepare and distribute a punch list of observed deficiencies and/or incomplete items and provide follow-up inspections of punch list items to confirm satisfactory completion by Contractor. Perform a final inspection of the Work in conjunction with the City to confirm that all items are complete.

15. CERTIFIED PAYROLLS

Provide certified payrolls and associated documentation to comply with the Labor Code Section 1720.

16. OPERATIONS TRAINING

Conduct a planning meeting with the Contractor and the City to discuss the required procedures for vendor training sessions, including lesson plan requirements, scheduling restrictions, audiovisual needs, and other related issues. Coordinate the specified vendor training with the Contractor and City staff. Maintain a record of the duration of each session for comparison to the specified requirements.

17. RECORD DRAWINGS

Review the record drawings compiled by the Contractor on a regular, periodic basis (at quarterly) during the life of the project. Review the final record drawing information submitted by the Contractor and supplement with any additional information gathered during inspection activities. Forward the record drawings to the Design Engineer for developing final as-built contract documents for the City.

Time of Performance:

Start – September 2021 (Expected NTP by City to the Construction Contractor)

End – 30 months after start (any additional delay to the project schedule requires additional budget)

EXHIBIT B - Compensation

Jacobs Construction Management Services - Cost Proposal								
City of Tracy - Tracy WWTP Phase 2B								
Description	2021 Bill Rate	2021 Hours	2022 Bill Rate	2022 Hours	2023 Bill Rate	2023 Hours	Total	
	\$ / Hour		\$ / Hour		\$ / Hour		Hours	Cost
Construction Management								
Construction Manager	\$ 230.00	200	\$ 237.00	960	\$ 244.00	960	2120	\$507,760
Civil/Structural Inspector	\$ 156.00	500	\$ 161.00	1000	\$ 167.00	1200	2700	\$439,400
Mechanical Inspector	\$ 150.00	400	\$ 156.00	800	\$ 162.00	300	1500	\$233,400
Electrical Inspector	\$ 190.00	160	\$ 198.00	200	\$ 206.00	200	560	\$111,200
I&C Inspector	\$ 160.00	160	\$ 166.00	200	\$ 173.00	200	560	\$93,400
Subtotal							7440	\$1,385,160
Pre Construction								
Construction Manager	\$ 230.00	100					100	\$23,000
Asst. Construction Manager	\$ 110.00	100					100	\$11,000
Technical Advisor	\$ 275.00	10					10	\$2,750
Safety Manager	\$ 165.00	4					4	\$660
Subtotal							214	\$37,410
Contract Administration								
Asst. Construction Manager	\$ 110.00	480	\$ 114.00	720	\$ 118.00	464	1664	\$189,582
Technical Advisor	\$ 275.00	8	\$ 283.00	16	\$ 292.00	16	40	\$11,400
Safety Manager	\$ 165.00	8	\$ 172.00	16	\$ 178.00	16	40	\$6,920
Prevailing Wage Coordinator	\$ 98.00	40	\$ 102.00	80	\$ 110.00	80	200	\$20,880
Scheduler/Cost Estimator	\$ 165.00	20	\$ 172.00	40	\$ 178.00	20	80	\$13,740
Subtotal							2024	\$242,522
Post Construction								
Construction Manager					\$ 244.00	40	40	\$9,760
Asst. Construction Manager					\$ 118.00	20	20	\$2,360
Civil/Structural Inspector					\$ 167.00	40	40	\$6,680
Mechanical Inspector					\$ 162.00	40	40	\$6,480
I&C Inspector					\$ 173.00	20	20	\$3,460
Technical Advisor					\$ 292.00	4	4	\$1,168
Subtotal							164	\$29,908
Total Fee							9842	\$1,695,000
Notes:								
1. This estimate does not include overtime and Direct expenses are included in the billing rates.								
2. Costs are based on a 30-month project duration.								
3. Construction contractor will provide CM office space+ office supplies.								
4. For positions not shown on the table above, bill rate will be raw salary X 2.75.								

RESOLUTION _____

APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH JACOBS PROJECT MANAGEMENT COMPANY, A DELAWARE CORPORATION, FOR NOT-TO-EXCEED AMOUNT OF \$1,695,000 TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR EXPANSION OF THE WASTEWATER TREATMENT PLANT (WWTP) PHASE 2B, CIP 74107 AND DECLARE THE INTENTION TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY

WHEREAS, on July 6, 2021, the City Council awarded a construction contract to GSE Construction Company of Livermore, California in the amount of \$19,282,800 for the Phase 2B expansion of the City's WWTP (the "Project"), and

WHEREAS, the Project involves construction of an additional primary clarifier, digester and associated improvements at the WWTP. Due to the complexity of the Project and to ensure uninterrupted operations of the WWTP during construction, services of a qualified and experienced construction management consultant team are needed, and

WHEREAS, selection of the construction management consultant was in progress at the time of the award of the construction contract and therefore a PSA for such services could not be approved, and

WHEREAS, the selection of the construction management services consultant through the City's standard Request for Proposals (RFP) process is now completed. Out of the three proposals received by the City, Jacobs Project Management Company (Jacobs) was found to be most qualified and knowledgeable consultant to provide the required services for this Project, and

WHEREAS, the negotiated price of construction management services from Jacobs Project Management Company is \$1,695,000 and this amount is within the estimated budget \$25,349,800 for this Project, and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, it is in the public interest and for the public benefit that the City declares its official intent to reimburse the expenditures referenced herein.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council of the City of Tracy hereby awards a Professional Services Agreement with Jacobs Project Management Company for not-to-exceed amount of \$1,695,000 to provide construction management services for expansion of the Wastewater Treatment Plant Phase 2B, CIP 74107; and

2. The City Council intends to issue obligations (the "Obligations") for the purpose of paying the costs of the Project.

3. The City Council hereby declares that it reasonably expects (i) to pay certain costs of the Project prior to the date of issuance of the Obligations and (ii) to use a portion of the proceeds of the Obligations for reimbursement of expenditures for the Project that are paid before the date of issuance of the Obligations.

4. The maximum principal amount of the Obligations is \$30,000,000.

* * * * *

The foregoing Resolution 2021-_____ was adopted by Tracy City Council on the 17th day of August, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.F

REQUEST

AUTHORIZE AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE, AND POSITION CONTROL ROSTER RELATING TO THE POLICE COMMUNITY RELATIONS COORDINATOR, CRIME PREVENTION SPECIALIST, CITY TREASURER, AND UTILITIES LABORATORY SUPERINTENDENT

EXECUTIVE SUMMARY

The City's Classification and Compensation Plans, Master Salary Schedule, and Position Control Roster contain the job descriptions and classifications of all City personnel, as well as salary ranges and the amount and types of positions allocated to each City Department.

This report recommends the establishment of a new Police Community Relations Coordinator classification, amending the City's Compensation Plan, Position Control Roster and Master Salary Schedule to establish the salary range for the new classification, amending the salary for City Treasurer, and reallocating one Crime Prevention Specialist to the Police Community Relations Coordinator position and reclassification of the incumbent and modifying the City's Position Control Roster to reflect this change. This report also recommends revisions to the Utilities Laboratory Superintendent classification.

In order to implement the changes described above, this item request that City Council authorize the appropriate staff to amend the City's Classification and Compensation Plans, Master Salary Schedule, and Position Control Roster.

DISCUSSION

Periodically, the Human Resources Department receives requests to review existing classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education and experience, and/or service needs. Staff reviewed the existing classifications, worked with the Utilities department to make recommended changes in experience and certification requirements, and also worked with the Police Department to create a new classification to accurately reflect the work that is being performed by the incumbent. In addition, staff provided the appropriate bargaining units that represent these classifications with the proposed changes. The bargaining units that represent the classifications agreed with the recommended changes.

Under the City's Personnel Rules (Section 3.1.6), the City Council must approve the Classification and Compensation Plans and any amendments to said plans. State law requires that Council approve a Master Salary Schedule reflecting the salaries of all personnel. Because the Position Control Roster is approved as part of the City's budget, Council must also approve any amendment to that document.

Police Community Relations Coordinator – New Classification

To enhance community outreach and engagement, the Police Department identified the need to shift internal resources to focus on public and community relations programs. Human Resources conducted a review of the body of work and determined the incumbent's assigned functions have broadened in scope to include handling media contacts, establishing community engagement programs with various community groups and developing a social media strategy for the Department. The review resulted in the development of a community relations classification to serve in the Office of the Chief of Police to coordinate public relations, media contacts, website content and community engagement and outreach efforts within the culturally diverse community. The Department desires to develop an aggressive social media platform to bring more information and transparency to the community. This request aligns with the six pillars of Law Enforcement within 21st Century Policing. There are currently two Crime Prevention Specialist positions with the Police Department. Staff recommends reallocating one Crime Prevention Specialist position to Police Community Relations Coordinator and reclassifying the incumbent. The City's position control roster will be modified to reflect the deletion of one Crime Prevention Specialist and the addition of the Police Community Relations Coordinator.

Staff recommends that the monthly salary range for Police Community Relations Coordinator be \$5,428 - \$6,597 per month. This salary range was determined by a survey of comparable agencies with consideration of internal equities of similar classifications. The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS.

Utilities Laboratory Superintendent - Revision of Existing Classification

The Human Resources Department recommends revisions to the classification specification for the Utilities Laboratory Superintendent. The recent recruitment for this position did not yield an inclusive pool of qualified candidates with the required certifications for the position. Following a review of similar positions in other agencies, staff recommends changing the minimum certification requirement from the current Grade 2 to Grade I Water Distribution certification to align with the industry standards. This change will allow for a broader applicant pool and assist with recruiting efforts for this single-incumbent position.

City Treasurer – Master Salary Schedule Update

Council approved an amendment to the salary range for City Treasurer on July 20, 2021 via Resolution. An amendment to the Master Salary Schedule is needed to reflect the revised salary range (Exhibit C).

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

The addition of the classification specification for Police Community Relations Coordinator will be fully funded with the reallocation of one Crime Prevention Specialist position for the FY 2021/22 adopted budget and no additional funds are being requested. The Finance Department will absorb the salary change for the City Treasurer. The future years' cost will be incorporated into the operating budgets of the Police and Finance Departments.

There is no fiscal impact as a result of the changes in the job specification for the Utilities Laboratory Superintendent.

RECOMMENDATION

That the City Council, by resolution, authorize the Director of Human Resources and City's Budget Officer to amend the City's Classification and Compensation Plans, Master Salary Schedule, and Position Control Roster to reflect the changes described for the Police Community Relations Coordinator, City Treasurer, Crime Prevention Specialist, and Utilities Laboratory Superintendent.

Prepared by: Judy Carlos, Human Resources Analyst

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Midori Lichtwardt, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

Attachments: Exhibit A – Police Community Relations Coordinator Classification
Exhibit B – Utilities Laboratory Superintendent Classification
Exhibit C – Master Salary Schedule



POLICE COMMUNITY RELATIONS COORDINATOR

DEFINITION

Under general direction, develops, implements and coordinates various public and community relations programs, special events and projects of the Police Department including related media and public relations activities; develops and presents news and press releases, coordinates, monitors and maintains information on Police Departments web pages and social media sites, responds to a variety of public information related inquiries; fosters cooperative working relationships with various community groups; and performs related work as required.

Receives general supervision from assigned supervisory or management staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is a single incumbent class within the Police Department. The incumbent is responsible for overseeing the various public and community outreach programs for the Police Department and coordinates with the City's Public Information Officer to ensure accurate and consistent messaging. This position is distinguished from the Public Information Officer in that the latter has oversight of public relations for the overall City, while the Police Community Relations Coordinator conducts community relations for a single department.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Serve as the Police Department's public and community relations liaison; coordinates with the City's Public Information Officer to ensure consistent City protocols and messaging are administered in the Police Department.
- Develop and coordinate the delivery of specific outreach events and activities, targeting special population groups within the City, including materials in second languages; establish community partnerships with the City's culturally diverse community.
- Interact with the media; be available for on-camera, radio, and print media interviews.
- Engage with the community through social media discussions to enable proactive and positive interactions.
- Maintain and enhance general neighborhood, residential, and business community social outreach, and crime prevention online programs and virtual events.
- Analyze, research, and prepare a variety of reports that support the office of the Police Chief.
- Develop and maintain ongoing social media strategy for the department; utilize technological outreach systems and monitoring tools to gauge metrics, public sentiment, and insights.
- Maintain department website and social media sites; ensuring quality content is current, accurate and innovative.
- May serve as representative to a variety of community and business meetings and participate in various community group boards and programs on behalf of the Police Department.
- Advise and provide staff assistance to Police Department officials and other City staff and departments on effective social media and public information methods and procedures.

- Prepare speeches, memorandums, presentations, and other documents for the Police Chief.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of community/media relations and public information, including conduct of media relations relative to public-sector agencies; social media analytics; mainstream social media channels and target audiences.
- Methods of report preparation and presentation.
- Applicable State, Federal, and local laws, codes, and regulations relating to law enforcement, public release of information and Public Records Act requests.
- Crime prevention practices, methods and techniques.
- Police Department structure and processes.
- Police Department and City policies and procedures.
- Principles and practices of basic public relations techniques.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Plan, research, and organize, coordinate and implement a variety of public information, media and community outreach activities and programs for the Police Department.
- Plan strategic communications for department related issues, including crisis and critical incidents.
- Prepare and present information in various formats and for diverse audiences.
- Prepare clear and concise reports, correspondences, policies, procedures, and other written materials.
- Work independently with minimal supervision.
- Ability to track community engagement, growth, and measure effectiveness of social media strategies.
- Administer City programs and coordinate work with other divisions, departments, and outside agencies.
- Work with the public and discuss problems and complaints tactfully, courteously, and effectively.
- Maintain and modify department web and social media pages.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the Police department and the City in meetings with individuals; governmental agencies; community groups; various business, professional, and regulatory organizations.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the

course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to an associate degree in public administration, public relations, journalism, communications, criminal justice, or a related field and two (2) years of increasingly responsible experience in public relations or communications.

Experience working in a public-sector law enforcement organization is desirable.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.



EXHIBIT B

August 2021
FLSA: Exempt
Bargaining Unit: TMMBU
Class Code: 3426

UTILITIES LABORATORY SUPERINTENDENT

DEFINITION

Under general direction, plans, organizes, and provides direction and oversight of all environmental compliance activities and a comprehensive analytical laboratory, including testing and sampling a variety of matrices including water, wastewater, and industrial wastes; plans, organizes, and provides direction and oversight of quality assurance and pre-treatment functions; provides general supervision to assigned staff; updates laboratory methods and determine test procedures; develops and maintains the laboratory's Safety and Chemical Hygiene Plans; oversees divisional reporting and serves as the primary contact for regulatory agencies regarding laboratory services; ensures that division operations and maintenance functions meet all applicable laws, regulations, and City policies; provides professional assistance to Utilities management staff in areas of expertise; fosters cooperative working relationships with intergovernmental and regulatory agencies; and performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises general supervision and direction over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating all City laboratory and environmental compliance activities. Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Develops and directs the implementation of goals, objectives, policies, procedures, and work standards for the Utilities laboratory division.
- Reviews and implements policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Prepares, administers, and is responsible for the budget for assigned function; forecasts additional funds needed for staffing, equipment, materials, and supplies; administers the approved budget.
- Plans, organizes, administers, reviews, and evaluates the work of technical and professional staff.
- Provides for the selection, training, professional development, and work evaluation of division staff according to applicable Federal, State, and local laws, rules, and regulations; authorizes discipline as required; and provides policy guidance and interpretation to staff.

- Ensures compliance with applicable regulatory and quality control standards, including compiling and preparing various reports and records related to water quality regulatory monitoring, processing control requirements, enforcing the in-house quality assurance program, updating and reviewing standard operating procedures, and performing corrective action when required.
- Coordinates activities of staff and the division with those of other City divisions and outside agencies; trains employees in work methods, relevant safety precautions, and use of tools and instruments.
- Monitors changes in laws, regulations, and technology that may affect divisional operations; and implements policy and procedural changes as required.
- Provides technical advice to City management and City Council in area of expertise.
- Confers with and represents the department in meetings with various governmental agencies, developers, contractors, business and industrial groups, and the public.
- Ensures maintenance of the Environmental Laboratory Accreditation Program certificate issued by the State Water Resources Control Board.
- Oversees quality assurance programs for laboratory analysis and instrumentation; prepares periodic water quality reports, including those required by other government agencies.
- Receives, investigates, and responds to problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Monitors the laboratory quality assurance database; reviews quality control charts, detection limits, and action levels for laboratory analysis.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of a utility laboratory.
- Principles and practices of budget development, administration, and accountability.
- Applicable Federal and State laws; District, department, and division regulations, codes, policies, and procedures.
- General chemical, biological, bacteriological, and physical laboratory testing methods and procedures, including qualitative and quantitative analyses.
- Principles of analytical, organic, and inorganic chemistry and related sciences.
- Basic principles of water and wastewater treatment, distribution, and disposal.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language to perform the work.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the division.

- Provide administrative, management, and professional leadership for laboratory and environmental compliance programs.
- Provide administrative and professional leadership and direction for the division and the City.
- Prepare and administer budgets; allocate limited resources in a cost-effective manner.
- Analyze the results of chemical, biochemical, biological, bacteriological, and physical analysis of potable water and wastewater, and make appropriate recommendations for plant operations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Establish and maintain a variety of manual and computerized record keeping and project management systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in chemistry, biology, or a related field and five (5) years of experience in an analytical treatment plant laboratory performing chemical, physical, and bacteriological analyses, including supervisory experience.

Licenses and Certifications:

- Possession, or ability to obtain, a valid California class C driver's license upon appointment.
- Possession of a Grade IV Laboratory Analyst certification issued by the California Water Environment Association (CWEA) or the American Water Works Association (AWWA) at time of application.
- Possession of a valid California Department of Health Services Grade 1 Water Distribution Operator Certificate (Grade D-1) within six (6) months of date of hire. Grade 2 Water Distribution Operator Certificate (Grade D-2) is highly desirable.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in standard office and laboratory settings and use standard office and laboratory equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office and laboratory equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 40 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in laboratory and office environments with low to moderate noise levels and controlled temperature conditions. Employees are frequently exposed to odors, fumes, and hazardous chemicals and physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Works outdoors, as needed, and subject to inclement weather.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

City of Tracy
Master Salary Schedule

Effective 08-29-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A		2,113.20	4,578.60	54,943.20	26.4150
			B		2,218.87	4,807.55	57,690.62	27.7359
			C		2,329.81	5,047.92	60,575.06	29.1226
			D		2,446.30	5,300.32	63,603.80	30.5788
			E		2,568.62	5,565.34	66,784.12	32.1078
3106	Accountant*	TMMBU	A		3,322.47	7,198.69	86,384.22	41.5309
			B		3,488.59	7,558.61	90,703.34	43.6074
			C		3,663.02	7,936.54	95,238.52	45.7878
			D		3,846.16	8,333.35	100,000.16	48.0770
			E		4,038.47	8,750.02	105,000.22	50.4809
2520	Accounting Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
4201	Accounting Technician	TTSSEA	A		2,598.83	5,630.80	67,569.58	32.4854
			B		2,728.79	5,912.38	70,948.54	34.1099
			C		2,865.21	6,207.96	74,495.46	35.8151
			D		3,008.49	6,518.40	78,220.74	37.6061
			E		3,158.92	6,844.33	82,131.92	39.4865
4102	Administrative Assistant	TTSSEA	A		2,103.86	4,558.36	54,700.36	26.2983
			B		2,209.04	4,786.25	57,435.04	27.6130
			C		2,319.50	5,025.58	60,307.00	28.9938
			D		2,435.47	5,276.85	63,322.22	30.4434
			E		2,557.23	5,540.67	66,487.98	31.9654
8102	Administrative Assistant - Confidential	CONF	A		2,156.03	4,671.40	56,056.78	26.9504
			B		2,263.82	4,904.94	58,859.32	28.2978
			C		2,377.01	5,150.19	61,802.26	29.7126
			D		2,495.87	5,407.72	64,892.62	31.1984
			E		2,620.66	5,678.10	68,137.16	32.7583
4107	Administrative Technician	TTSSEA	A		2,598.83	5,630.80	67,569.58	32.4854
			B		2,728.79	5,912.38	70,948.54	34.1099
			C		2,865.21	6,207.96	74,495.46	35.8151
			D		3,008.49	6,518.40	78,220.74	37.6061
			E		3,158.92	6,844.33	82,131.92	39.4865
3510	Airport Manager*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418
5522	Animal Services Aide	TEAMSTERS	A		1,442.09	3,124.53	37,494.34	18.0261
			B		1,514.19	3,280.75	39,368.94	18.9274
			C		1,589.92	3,444.83	41,337.92	19.8740
			D		1,669.41	3,617.06	43,404.66	20.8676
			E		1,752.87	3,797.89	45,574.62	21.9109

Effective 08-29-2021

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A		3,622.85	7,849.51	94,194.10	45.2856
			B		3,804.00	8,242.00	98,904.00	47.5500
			C		3,994.20	8,654.10	103,849.20	49.9275
			D		4,193.90	9,086.78	109,041.40	52.4238
			E		4,403.60	9,541.13	114,493.60	55.0450
5521	Animal Services Officer I	TEAMSTERS	A		2,007.11	4,348.74	52,184.86	25.0889
			B		2,107.44	4,566.12	54,793.44	26.3430
			C		2,212.80	4,794.40	57,532.80	27.6600
			D		2,323.44	5,034.12	60,409.44	29.0430
			E		2,439.63	5,285.87	63,430.38	30.4954
5523	Animal Services Officer II	TEAMSTERS	A		2,203.63	4,774.53	57,294.38	27.5454
			B		2,313.81	5,013.26	60,159.06	28.9226
			C		2,429.51	5,263.94	63,167.26	30.3689
			D		2,550.98	5,527.12	66,325.48	31.8873
			E		2,678.55	5,803.53	69,642.30	33.4819
3621	Animal Services Supervisor	TMMBU	A		2,684.44	5,816.29	69,795.44	33.5555
		NON EXEMPT	B		2,818.66	6,107.10	73,285.16	35.2333
			C		2,959.58	6,412.42	76,949.08	36.9948
			D		3,107.56	6,733.05	80,796.56	38.8445
			E		3,262.94	7,069.70	84,836.44	40.7868
2573	Assistant City Attorney*	CONF	A		6,114.64	13,248.39	158,980.64	76.4330
			B		6,420.36	13,910.78	166,929.36	80.2545
			C		6,741.38	14,606.32	175,275.88	84.2673
			D		7,078.45	15,336.64	184,039.70	88.4806
			E		7,432.36	16,103.45	193,241.36	92.9045
1502	Assistant City Manager*	DH	Min		8,906.68	19,297.81	231,573.68	111.3335
			Max		9,552.29	20,696.63	248,359.56	119.4036
2682	Assistant Director DES*	CONF	A		5,839.85	12,653.01	151,836.10	72.9981
			B		6,131.84	13,285.65	159,427.84	76.6480
			C		6,438.43	13,949.93	167,399.18	80.4804
			D		6,760.34	14,647.40	175,768.84	84.5043
			E		7,098.36	15,379.78	184,557.36	88.7295
2681	Assistant Director DES/City Engineer*	CONF	A		6,118.28	13,256.27	159,075.28	76.4785
			B		6,424.19	13,919.08	167,028.94	80.3024
			C		6,745.41	14,615.06	175,380.66	84.3176
			D		7,082.67	15,345.79	184,149.42	88.5334
			E		7,436.83	16,113.13	193,357.58	92.9604
3302	Assistant Engineer*	TMMBU	A		3,473.35	7,525.59	90,307.10	43.4169
			B		3,646.99	7,901.81	94,821.74	45.5874
			C		3,829.35	8,296.93	99,563.10	47.8669
			D		4,020.82	8,711.78	104,541.32	50.2603
			E		4,221.86	9,147.36	109,768.36	52.7733
5232	Assistant Planner	TEAMSTERS	A		2,883.29	6,247.13	74,965.54	36.0411
			B		3,027.46	6,559.50	78,713.96	37.8433
			C		3,178.83	6,887.47	82,649.58	39.7354
			D		3,337.77	7,231.84	86,782.02	41.7221
			E		3,504.66	7,593.43	91,121.16	43.8083

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2580	Assistant to the City Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
3333	Associate Engineer*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
3303	Associate Civil Engineer*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
3202	Associate Planner*	TMMBU	A		3,302.14	7,154.64	85,855.64	41.2768
			B		3,467.24	7,512.35	90,148.24	43.3405
			C		3,640.60	7,887.97	94,655.60	45.5075
			D		3,822.63	8,282.37	99,388.38	47.7829
			E		4,013.78	8,696.52	104,358.28	50.1723
4451	Box Office Assistant	TTSSEA	A		1,894.94	4,105.70	49,268.44	23.6868
			B		1,989.70	4,311.02	51,732.20	24.8713
			C		2,089.18	4,526.56	54,318.68	26.1148
			D		2,193.63	4,752.87	57,034.38	27.4204
			E		2,303.34	4,990.57	59,886.84	28.7918
4455	Box Office Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3104	Budget Officer*	CONF	A		4,436.85	9,613.18	115,358.10	55.4606
			B		4,658.69	10,093.83	121,125.94	58.2336
			C		4,891.62	10,598.51	127,182.12	61.1453
			D		5,136.21	11,128.46	133,541.46	64.2026
			E		5,393.03	11,684.90	140,218.78	67.4129
5211	Building Inspector I	TEAMSTERS	A		2,587.46	5,606.16	67,273.96	32.3433
			B		2,716.83	5,886.47	70,637.58	33.9604
			C		2,852.67	6,180.79	74,169.42	35.6584
			D		2,995.31	6,489.84	77,878.06	37.4414
			E		3,145.07	6,814.32	81,771.82	39.3134
5212	Building Inspector II	TEAMSTERS	A		3,304.61	7,159.99	85,919.86	41.3076
			B		3,469.85	7,518.01	90,216.10	43.3731
			C		3,643.33	7,893.88	94,726.58	45.5416
			D		3,825.50	8,288.58	99,463.00	47.8188
			E		4,016.76	8,702.98	104,435.76	50.2095

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5320	Building Maintenance Worker I	TEAMSTERS	A		2,196.09	4,758.20	57,098.34	27.4511
			B		2,305.90	4,996.12	59,953.40	28.8238
			C		2,421.20	5,245.93	62,951.20	30.2650
			D		2,542.26	5,508.23	66,098.76	31.7783
			E		2,669.38	5,783.66	69,403.88	33.3673
5321	Building Maintenance Worker II	TEAMSTERS	A		2,311.68	5,008.64	60,103.68	28.8960
			B		2,427.27	5,259.09	63,109.02	30.3409
			C		2,548.63	5,522.03	66,264.38	31.8579
			D		2,676.06	5,798.13	69,577.56	33.4508
			E		2,809.87	6,088.05	73,056.62	35.1234
3341	Building Official*	TMMBU	A		5,005.29	10,844.80	130,137.54	62.5661
			B		5,255.54	11,387.00	136,644.04	65.6943
			C		5,518.33	11,956.38	143,476.58	68.9791
			D		5,794.24	12,554.19	150,650.24	72.4280
			E		6,083.96	13,181.91	158,182.96	76.0495
4501	Building Permit Technician I	TTSSEA	A		2,399.55	5,199.03	62,388.30	29.9944
			B		2,519.54	5,459.00	65,508.04	31.4943
			C		2,645.50	5,731.92	68,783.00	33.0688
			D		2,777.79	6,018.55	72,222.54	34.7224
			E		2,916.68	6,319.47	75,833.68	36.4585
4502	Building Permit Technician II	TTSSEA	A		2,525.84	5,472.65	65,671.84	31.5730
			B		2,652.15	5,746.33	68,955.90	33.1519
			C		2,784.75	6,033.63	72,403.50	34.8094
			D		2,923.99	6,335.31	76,023.74	36.5499
			E		3,070.19	6,652.08	79,824.94	38.3774
1506	City Attorney*	CONTRACT			9,270.00	20,085.00	241,020.00	115.8750
3110	City Clerk*	TMMBU	A		4,447.17	9,635.54	115,626.42	55.5896
			B		4,669.54	10,117.34	121,408.04	58.3693
			C		4,903.01	10,623.19	127,478.26	61.2876
			D		5,148.16	11,154.35	133,852.16	64.3520
			E		5,405.56	11,712.05	140,544.56	67.5695
1102	City Council Member*				432.00	936.00	11,232.00	
1501	City Manager*	CONTRACT			10,094.00	21,870.33	262,444.00	126.1750
1112	City Treasurer*				496.16	1,075.01	12,900.16	
9107	Clerical	LS	A					14.0000
			B					14.7000
			C					15.4300
			D					16.2100
			E					17.0200
3155	Code Compliance Analyst*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5202	Code Enforcement Officer	TEAMSTERS	A		2,672.81	5,791.09	69,493.06	33.4101
			B		2,806.44	6,080.62	72,967.44	35.0805
			C		2,946.77	6,384.67	76,616.02	36.8346
			D		3,094.10	6,703.88	80,446.60	38.6763
			E		3,248.81	7,039.09	84,469.06	40.6101
3315	Community Preservation Manager*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
5513	Community Services Officer	TEAMSTERS	A		2,333.87	5,056.72	60,680.62	29.1734
			B		2,450.57	5,309.57	63,714.82	30.6321
			C		2,573.07	5,574.99	66,899.82	32.1634
			D		2,701.74	5,853.77	70,245.24	33.7718
			E		2,836.84	6,146.49	73,757.84	35.4605
5222	Construction Inspector I	TEAMSTERS	A		2,999.35	6,498.59	77,983.10	37.4919
			B		3,149.34	6,823.57	81,882.84	39.3668
			C		3,306.79	7,164.71	85,976.54	41.3349
			D		3,472.13	7,522.95	90,275.38	43.4016
			E		3,645.76	7,899.15	94,789.76	45.5720
5223	Construction Inspector II	TEAMSTERS	A		3,149.15	6,823.16	81,877.90	39.3644
			B		3,306.60	7,164.30	85,971.60	41.3325
			C		3,471.93	7,522.52	90,270.18	43.3991
			D		3,645.55	7,898.69	94,784.30	45.5694
			E		3,827.82	8,293.61	99,523.32	47.8478
4605	Crime Analyst	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801
5514	Crime Prevention Specialist	TEAMSTERS	A		2,417.53	5,237.98	62,855.78	30.2191
			B		2,538.44	5,499.95	65,999.44	31.7305
			C		2,665.36	5,774.95	69,299.36	33.3170
			D		2,798.60	6,063.63	72,763.60	34.9825
			E		2,938.53	6,366.82	76,401.78	36.7316
3622	Crime Scene Property Unit Supervisor	TMMBU	A		2,746.55	5,950.86	71,410.30	34.3319
		Non-Exempt	B		2,883.87	6,248.39	74,980.62	36.0484
			C		3,028.05	6,560.78	78,729.30	37.8506
			D		3,179.45	6,888.81	82,665.70	39.7431
			E		3,338.42	7,233.24	86,798.92	41.7303
5517	Crime Scene Technician	TEAMSTERS	A		2,618.18	5,672.72	68,072.68	32.7273
			B		2,749.07	5,956.32	71,475.82	34.3634
			C		2,886.53	6,254.15	75,049.78	36.0816
			D		3,030.86	6,566.86	78,802.36	37.8858
			E		3,182.41	6,895.22	82,742.66	39.7801
1108	Cultural Arts Commissioner				Stipend \$50.00 per meeting			

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3162	Cultural Arts Division Manager*	TMMBU	A		4,686.93	10,155.02	121,860.18	58.5866
			B		4,921.28	10,662.77	127,953.28	61.5160
			C		5,167.35	11,195.93	134,351.10	64.5919
			D		5,425.70	11,755.68	141,068.20	67.8213
			E		5,696.98	12,343.46	148,121.48	71.2123
4459	Cultural Arts Program Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3524	Cultural Arts Supervisor*	TMMBU	A		3,622.85	7,849.51	94,194.10	45.2856
			B		3,804.00	8,242.00	98,904.00	47.5500
			C		3,994.20	8,654.10	103,849.20	49.9275
			D		4,193.90	9,086.78	109,041.40	52.4238
			E		4,403.60	9,541.13	114,493.60	55.0450
4461	Cultural Arts Technical Coordinator	TTSSEA	A		2,103.86	4,558.36	54,700.36	26.2983
			B		2,209.04	4,786.25	57,435.04	27.6130
			C		2,319.50	5,025.58	60,307.00	28.9938
			D		2,435.47	5,276.85	63,322.22	30.4434
			E		2,557.23	5,540.67	66,487.98	31.9654
3523	Cultural Arts Technical Supervisor*	TMMBU	A		3,007.51	6,516.27	78,195.26	37.5939
			B		3,157.90	6,842.12	82,105.40	39.4738
			C		3,315.79	7,184.21	86,210.54	41.4474
			D		3,481.58	7,543.42	90,521.08	43.5198
			E		3,655.67	7,920.62	95,047.42	45.6959
9552	D.A.R.E Officer	LS	A					35.3100
			B					37.0700
			C					38.9300
			D					40.8800
			E					42.9200
2571	Deputy City Attorney I*	CONF	A		4,800.76	10,401.65	124,819.76	60.0095
			B		5,040.80	10,921.73	131,060.80	63.0100
			C		5,292.84	11,467.82	137,613.84	66.1605
			D		5,557.49	12,041.23	144,494.74	69.4686
			E		5,835.35	12,643.26	151,719.10	72.9419
2572	Deputy City Attorney II*	CONF	A		5,280.84	11,441.82	137,301.84	66.0105
			B		5,544.89	12,013.93	144,167.14	69.3111
			C		5,822.14	12,614.64	151,375.64	72.7768
			D		6,113.25	13,245.38	158,944.50	76.4156
			E		6,418.90	13,907.62	166,891.40	80.2363
4116	Deputy City Clerk	TTSSEA	A		2,791.45	6,048.14	72,577.70	34.8931
			B		2,931.03	6,350.57	76,206.78	36.6379
			C		3,077.57	6,668.07	80,016.82	38.4696
			D		3,231.47	7,001.52	84,018.22	40.3934
			E		3,393.03	7,351.57	88,218.78	42.4129
1515	Director of Development Services *	DH	Min		7,145.51	15,481.95	185,783.36	89.3189
			Max		8,683.90	18,815.12	225,781.42	108.5488

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1522	Director of Finance*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.47	173,336.23 210,521.59	83.3348 101.2123
1518	Director of Human Resources*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1516	Director of Parks and Recreation*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1512	Director of Public Works*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1520	Director of Utilities*	DH	Min Max	7,145.51 8,683.90	15,481.95 18,815.12	185,783.36 225,781.42	89.3189 108.5488
2751	Division Fire Chief*	CONF	A B C D E	5,839.70 6,131.67 6,438.27 6,760.19 7,098.20	12,652.68 13,285.29 13,949.59 14,647.08 15,379.43	151,832.20 159,423.42 167,395.02 175,764.94 184,553.20	72.9963 76.6459 80.4784 84.5024 88.7275
3208	Economic Development Mgmt Analyst I*	TMMBU	A B C D E	3,045.81 3,198.09 3,358.00 3,525.89 3,702.19	6,599.26 6,929.20 7,275.67 7,639.43 8,021.41	79,191.06 83,150.34 87,308.00 91,673.14 96,256.94	38.0726 39.9761 41.9750 44.0736 46.2774
3209	Economic Development Mgmt Analyst II*	TMMBU	A B C D E	3,502.59 3,677.72 3,861.60 4,054.69 4,257.43	7,588.95 7,968.39 8,366.80 8,785.16 9,224.43	91,067.34 95,620.72 100,401.60 105,421.94 110,693.18	43.7824 45.9715 48.2700 50.6836 53.2179
3207	Economic Development Manager*	TMMBU	A B C D E	4,329.49 4,545.96 4,773.26 5,011.92 5,262.51	9,380.56 9,849.58 10,342.06 10,859.16 11,402.11	112,566.74 118,194.96 124,104.76 130,309.92 136,825.26	54.1186 56.8245 59.6658 62.6490 65.7814
5325	Electrician	TEAMSTERS	A B C D E	3,317.38 3,483.26 3,657.44 3,840.29 4,032.31	7,187.66 7,547.06 7,924.45 8,320.63 8,736.67	86,251.88 90,564.76 95,093.44 99,847.54 104,840.06	41.4673 43.5408 45.7180 48.0036 50.4039
3711	Emergency Medical Services Manager*	TMMBU	A B C D E	3,901.19 4,096.24 4,301.05 4,516.12 4,741.90	8,452.58 8,875.19 9,318.94 9,784.93 10,274.12	101,430.94 106,502.24 111,827.30 117,419.12 123,289.40	48.7649 51.2030 53.7631 56.4515 59.2738
5221	Engineering Technician I	TEAMSTERS	A B C D E	2,640.32 2,772.33 2,910.94 3,056.49 3,209.33	5,720.69 6,006.72 6,307.04 6,622.40 6,953.55	68,648.32 72,080.58 75,684.44 79,468.74 83,442.58	33.0040 34.6541 36.3868 38.2061 40.1166

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5225	Engineering Technician II	TEAMSTERS	A		2,772.34	6,006.74	72,080.84	34.6543
			B		2,910.96	6,307.08	75,684.96	36.3870
			C		3,056.51	6,622.44	79,469.26	38.2064
			D		3,209.36	6,953.61	83,443.36	40.1170
			E		3,369.79	7,301.21	87,614.54	42.1224
3412	Environmental Compliance Analyst	TMMBU	A		3,045.81	6,599.26	79,191.06	38.0726
		Non-Exempt	B		3,198.09	6,929.20	83,150.34	39.9761
			C		3,358.00	7,275.67	87,308.00	41.9750
			D		3,525.89	7,639.43	91,673.14	44.0736
			E		3,702.19	8,021.41	96,256.94	46.2774
5424	Environmental Compliance Technician	TEAMSTERS	A		2,197.75	4,761.79	57,141.50	27.4719
			B		2,307.65	4,999.91	59,998.90	28.8456
			C		2,423.01	5,249.86	62,998.26	30.2876
			D		2,544.16	5,512.35	66,148.16	31.8020
			E		2,671.40	5,788.03	69,456.40	33.3925
5313	Equipment Mechanic I	TEAMSTERS	A		2,426.53	5,257.48	63,089.78	30.3316
			B		2,547.85	5,520.34	66,244.10	31.8481
			C		2,675.24	5,796.35	69,556.24	33.4405
			D		2,809.00	6,086.17	73,034.00	35.1125
			E		2,949.45	6,390.48	76,685.70	36.8681
5314	Equipment Mechanic II	TEAMSTERS	A		2,547.84	5,520.32	66,243.84	31.8480
			B		2,675.24	5,796.35	69,556.24	33.4405
			C		2,808.99	6,086.15	73,033.74	35.1124
			D		2,949.45	6,390.48	76,685.70	36.8681
			E		3,096.91	6,709.97	80,519.66	38.7114
4108	Executive Assistant	TTSSEA	A		2,559.25	5,545.04	66,540.50	31.9906
			B		2,687.21	5,822.29	69,867.46	33.5901
			C		2,821.57	6,113.40	73,360.82	35.2696
			D		2,962.66	6,419.10	77,029.16	37.0333
			E		3,110.79	6,740.05	80,880.54	38.8849
8108	Executive Assistant - Confidential	CONF	A		2,622.72	5,682.56	68,190.72	32.7840
			B		2,753.86	5,966.70	71,600.36	34.4233
			C		2,891.55	6,265.03	75,180.30	36.1444
			D		3,036.12	6,578.26	78,939.12	37.9515
			E		3,187.93	6,907.18	82,886.18	39.8491
2581	Executive Assistant to City Manager	CONF	A		2,995.32	6,489.86	77,878.32	37.4415
			B		3,145.08	6,814.34	81,772.08	39.3135
			C		3,302.33	7,155.05	85,860.58	41.2791
			D		3,467.46	7,512.83	90,153.96	43.3433
			E		3,640.82	7,888.44	94,661.32	45.5103
9635	Facility Attendant	LS	A					18.4800
			B					19.4000
			C					20.3700
			D					21.3900
			E					22.4600

City of Tracy
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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3715	Fire Battalion Chief*	SCFCOA	A		4,985.41	10,801.72	129,620.66	44.5126
			B		5,234.66	11,341.76	136,101.16	46.7380
			C		5,496.39	11,908.85	142,906.14	49.0749
			D		5,771.21	12,504.29	150,051.46	51.5287
			E		6,059.78	13,129.52	157,554.28	54.1052
7105	Fire Captain	TFFA	A		3,793.74	8,219.77	98,637.24	33.8727
			B		3,983.56	8,631.05	103,572.56	35.5675
			C		4,182.61	9,062.32	108,747.86	37.3447
			D		4,391.74	9,515.44	114,185.24	39.2120
			E		4,611.33	9,991.22	119,894.58	41.1726
1514	Fire Chief*	DH	Min		7,145.51	15,481.95	185,783.36	89.3189
			Max		8,683.90	18,815.12	225,781.42	108.5488
7103	Fire Engineer	TFFA	A		3,338.92	7,234.33	86,811.92	29.8118
			B		3,505.84	7,595.99	91,151.84	31.3021
			C		3,681.15	7,975.83	95,709.90	32.8674
			D		3,865.21	8,374.62	100,495.46	34.5108
			E		4,058.48	8,793.37	105,520.48	36.2364
5213	Fire Inspector	TEAMSTERS	A		3,147.24	6,819.02	81,828.24	39.3405
			B		3,304.61	7,159.99	85,919.86	41.3076
			C		3,469.85	7,518.01	90,216.10	43.3731
			D		3,643.33	7,893.88	94,726.58	45.5416
			E		3,825.50	8,288.58	99,463.00	47.8188
2752	Fire Marshal*	CONF	A		5,129.43	11,113.77	133,365.18	64.1179
			B		5,385.89	11,669.43	140,033.14	67.3236
			C		5,655.19	12,252.91	147,034.94	70.6899
			D		5,937.96	12,865.58	154,386.96	74.2245
			E		6,234.85	13,508.84	162,106.10	77.9356
9563	Fire Reserve	LS	A					14.0000
								14.7000
								15.4300
								16.2100
								17.0200
7102	Firefighter	TFFA	A		2,958.04	6,409.09	76,909.04	26.4111
			B		3,105.91	6,729.47	80,753.66	27.7313
			C		3,261.22	7,065.98	84,791.72	29.1180
			D		3,424.27	7,419.25	89,031.02	30.5738
			E		3,595.49	7,790.23	93,482.74	32.1026
					449.44	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	A					24.5600
					(70% OF STEP A, FIREFIGHTER)			
7108	Firefighter/Paramedic	TFFA	A		3,327.95	7,210.56	86,526.70	29.7138
			B		3,494.35	7,571.09	90,853.10	31.1996
			C		3,669.07	7,949.65	95,395.82	32.7596
			D		3,852.53	8,347.15	100,165.78	34.3976
			E		4,045.16	8,764.51	105,174.16	36.1175

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3404	Fleet Supervisor*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418
3120	GIS Analyst *	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
4206	GIS Technician	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801
2511	Human Resources Analyst I*	CONF	A		3,121.35	6,762.93	81,155.10	39.0169
			B		3,277.42	7,101.08	85,212.92	40.9678
			C		3,441.27	7,456.09	89,473.02	43.0159
			D		3,613.34	7,828.90	93,946.84	45.1668
			E		3,794.01	8,220.36	98,644.26	47.4251
2512	Human Resources Analyst II*	CONF	A		3,589.45	7,777.14	93,325.70	44.8681
			B		3,768.92	8,165.99	97,991.92	47.1115
			C		3,957.36	8,574.28	102,891.36	49.4670
			D		4,155.24	9,003.02	108,036.24	51.9405
			E		4,363.01	9,453.19	113,438.26	54.5376
2562	Human Resources Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
4301	Human Resources Technician	CONF	A		2,663.29	5,770.46	69,245.54	33.2911
			B		2,796.46	6,059.00	72,707.96	34.9558
			C		2,936.28	6,361.94	76,343.28	36.7035
			D		3,083.10	6,680.05	80,160.60	38.5388
			E		3,237.25	7,014.04	84,168.50	40.4656
4204	Information Systems Technician I	TTSSEA	A		2,465.55	5,342.03	64,104.30	30.8194
			B		2,588.83	5,609.13	67,309.58	32.3604
			C		2,718.28	5,889.61	70,675.28	33.9785
			D		2,854.19	6,184.08	74,208.94	35.6774
			E		2,996.90	6,493.28	77,919.40	37.4613
4205	Information Systems Technician II	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2553	Information Technology Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
3111	Information Technology Specialist*	TMMBU	A		3,402.46	7,372.00	88,463.96	42.5308
			B		3,572.60	7,740.63	92,887.60	44.6575
			C		3,751.22	8,127.64	97,531.72	46.8903
			D		3,938.77	8,534.00	102,408.02	49.2346
			E		4,135.71	8,960.71	107,528.46	51.6964
5413	Instrumentation Technician	TEAMSTERS	A		3,080.01	6,673.36	80,080.26	38.5001
			B		3,234.01	7,007.02	84,084.26	40.4251
			C		3,395.72	7,357.39	88,288.72	42.4465
			D		3,565.49	7,725.23	92,702.74	44.5686
			E		3,743.77	8,111.50	97,338.02	46.7971
9108	Intern-Generalist	LS	A					19.1800
			B					20.1400
			C					21.1500
			D					22.2000
			E					23.3100
5224	Junior Engineer	TEAMSTERS	A		3,049.14	6,606.47	79,277.64	38.1143
			B		3,201.59	6,936.78	83,241.34	40.0199
			C		3,361.66	7,283.60	87,403.16	42.0208
			D		3,529.75	7,647.79	91,773.50	44.1219
			E		3,706.24	8,030.19	96,362.24	46.3280
5423	Laboratory Quality Assurance Officer*	TMMBU	A		2,829.70	6,131.02	73,572.20	35.3713
			B		2,971.20	6,437.60	77,251.20	37.1400
			C		3,119.76	6,759.48	81,113.76	38.9970
			D		3,275.74	7,097.43	85,169.24	40.9468
			E		3,439.53	7,452.32	89,427.78	42.9941
5421	Laboratory Technician I	TEAMSTERS	A		2,395.98	5,191.29	62,295.48	29.9498
			B		2,515.76	5,450.81	65,409.76	31.4470
			C		2,641.57	5,723.40	68,680.82	33.0196
			D		2,773.64	6,009.55	72,114.64	34.6705
			E		2,912.31	6,310.01	75,720.06	36.4039
5422	Laboratory Technician II	TEAMSTERS	A		2,504.04	5,425.42	65,105.04	31.3005
			B		2,629.24	5,696.69	68,360.24	32.8655
			C		2,760.71	5,981.54	71,778.46	34.5089
			D		2,898.74	6,280.60	75,367.24	36.2343
			E		3,043.67	6,594.62	79,135.42	38.0459
3508	Landscape Architect*	TMMBU	A		3,852.85	8,347.84	100,174.10	48.1606
			B		4,045.49	8,765.23	105,182.74	50.5686
			C		4,247.76	9,203.48	110,441.76	53.0970
			D		4,460.15	9,663.66	115,963.90	55.7519
			E		4,683.17	10,146.87	121,762.42	58.5396

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4109	Legal Secretary	CONF	A		2,860.68	6,198.14	74,377.68	35.7585
			B		3,003.71	6,508.04	78,096.46	37.5464
			C		3,153.90	6,833.45	82,001.40	39.4238
			D		3,311.60	7,175.13	86,101.60	41.3950
			E		3,477.18	7,533.89	90,406.68	43.4648
9636	Lifeguard	LS	A					14.0000
			B					14.7000
			C					15.4300
			D					16.2100
			E					17.0200
9303	Maintenance Aide	LS	A					15.6800
			B					16.4600
			C					17.2900
			D					18.1500
			E					19.0600
5301	Maintenance Worker I	TEAMSTERS	A		1,786.00	3,869.67	46,436.00	22.3250
			B		1,875.31	4,063.17	48,758.06	23.4414
			C		1,969.07	4,266.32	51,195.82	24.6134
			D		2,067.52	4,479.63	53,755.52	25.8440
			E		2,170.90	4,703.62	56,443.40	27.1363
5303	Maintenance Worker II	TEAMSTERS	A		2,268.56	4,915.21	58,982.56	28.3570
			B		2,381.99	5,160.98	61,931.74	29.7749
			C		2,501.08	5,419.01	65,028.08	31.2635
			D		2,626.13	5,689.95	68,279.38	32.8266
			E		2,757.43	5,974.43	71,693.18	34.4679
3151	Management Analyst I*	TMMBU	A		3,045.81	6,599.26	79,191.06	38.0726
			B		3,198.09	6,929.20	83,150.34	39.9761
			C		3,358.00	7,275.67	87,308.00	41.9750
			D		3,525.89	7,639.43	91,673.14	44.0736
			E		3,702.19	8,021.41	96,256.94	46.2774
3152	Management Analyst II*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
1101	Mayor*				478.15	1,036.00	12,432.00	
3527	Media Services Supervisor	TMMBU	A		3,007.51	6,516.27	78,195.26	37.5939
		Non-Exempt	B		3,157.90	6,842.12	82,105.40	39.4738
			C		3,315.79	7,184.21	86,210.54	41.4474
			D		3,481.58	7,543.42	90,521.08	43.5198
			E		3,655.67	7,920.62	95,047.42	45.6959
5531	Meter Reader	TEAMSTERS	A		1,547.54	3,353.00	40,236.04	19.3443
			B		1,624.91	3,520.64	42,247.66	20.3114
			C		1,706.16	3,696.68	44,360.16	21.3270
			D		1,791.46	3,881.50	46,577.96	22.3933
			E		1,881.04	4,075.59	48,907.04	23.5130

City of Tracy
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Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4105	Office Assistant	TTSSEA	A	1,722.68	3,732.47	44,789.68	21.5335
			B	1,808.80	3,919.07	47,028.80	22.6100
			C	1,899.25	4,115.04	49,380.50	23.7406
			D	1,994.22	4,320.81	51,849.72	24.9278
			E	2,093.93	4,536.85	54,442.18	26.1741
1107	Parks Commissioner		Stipend of \$50.00 per meeting				
3509	Parks Planning & Development Manager*	TMMBU	A	3,852.85	8,347.84	100,174.10	48.1606
			B	4,045.49	8,765.23	105,182.74	50.5686
			C	4,247.76	9,203.48	110,441.76	53.0970
			D	4,460.15	9,663.66	115,963.90	55.7519
			E	4,683.17	10,146.87	121,762.42	58.5396
3306	Plan Check Engineer*	TMMBU	A	4,690.57	10,162.90	121,954.82	58.6321
			B	4,925.10	10,671.05	128,052.60	61.5638
			C	5,171.36	11,204.61	134,455.36	64.6420
			D	5,429.93	11,764.85	141,178.18	67.8741
			E	5,701.43	12,353.10	148,237.18	71.2679
5214	Plan Examiner I	TEAMSTERS	A	3,225.31	6,988.17	83,858.06	40.3164
			B	3,386.61	7,337.66	88,051.86	42.3326
			C	3,555.93	7,704.52	92,454.18	44.4491
			D	3,733.71	8,089.71	97,076.46	46.6714
			E	3,920.42	8,494.24	101,930.92	49.0053
5215	Plan Examiner II	TEAMSTERS	A	3,395.07	7,355.99	88,271.82	42.4384
			B	3,564.85	7,723.84	92,686.10	44.5606
			C	3,743.08	8,110.01	97,320.08	46.7885
			D	3,930.22	8,515.48	102,185.72	49.1278
			E	4,126.76	8,941.31	107,295.76	51.5845
1106	Planning Commissioner		Stipend of \$50.00 per meeting				
4506	Planning Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
6212	Police Captain*	TPMA	A	5,903.58	12,791.09	153,493.08	73.7948
			B	6,198.77	13,430.67	161,168.02	77.4846
			C	6,508.69	14,102.16	169,225.94	81.3586
			D	6,834.13	14,807.28	177,687.38	85.4266
			E	7,175.87	15,547.72	186,572.62	89.6984
1513	Police Chief*	DH	Min	7,591.04	16,447.26	197,367.07	94.8880
			Max	9,226.99	19,991.81	239,901.77	115.3374
4603	Police Community Relations Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653

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City of Tracy
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Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6103	Police Corporal	TPOA	A 4,064.87		8,129.74	97,556.88	46.9005
			B 4,268.13		8,536.26	102,435.12	49.2458
			C 4,481.54		8,963.08	107,556.96	51.7081
			D 4,705.63		9,411.26	112,935.12	54.2936
			E 4,940.90		9,881.80	118,581.60	57.0082
9501	Police Intern/Parking Enforcement Officer	LS	A				18.2000
			B				19.1100
			C				20.0700
			D				21.0700
			E				22.1200
6211	Police Lieutenant*	TPMA	A	5,109.41	11,070.39	132,844.66	63.8676
			B	5,364.87	11,623.89	139,486.62	67.0609
			C	5,633.13	12,205.12	146,461.38	70.4141
			D	5,914.78	12,815.36	153,784.28	73.9348
			E	6,210.51	13,456.11	161,473.26	77.6314
6102	Police Officer	TPOA	A 3,695.34		7,390.68	88,688.16	42.6369
			B 3,880.11		7,760.22	93,122.64	44.7688
			C 4,074.12		8,148.24	97,778.88	47.0073
			D 4,277.85		8,555.70	102,668.40	49.3579
			E 4,491.73		8,983.46	107,801.52	51.8257
9517	Police Range Master	LS	A				30.2600
			B				31.7700
			C				33.3600
			D				35.0300
			E				36.7800
4103	Police Records Assistant I	TTSSEA	A	2,135.53	4,626.98	55,523.78	26.6941
			B	2,242.32	4,858.36	58,300.32	28.0290
			C	2,354.45	5,101.31	61,215.70	29.4306
			D	2,472.15	5,356.33	64,275.90	30.9019
			E	2,595.76	5,624.15	67,489.76	32.4470
4104	Police Records Assistant II	TTSSEA	A	2,242.29	4,858.30	58,299.54	28.0286
			B	2,354.43	5,101.27	61,215.18	29.4304
			C	2,472.12	5,356.26	64,275.12	30.9015
			D	2,595.73	5,624.08	67,488.98	32.4466
			E	2,725.52	5,905.29	70,863.52	34.0690

City of Tracy
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Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3626	Police Records Supervisor*	TMMBU	A	3,060.95	6,632.06	79,584.70	38.2619
			B	3,214.01	6,963.69	83,564.26	40.1751
			C	3,374.70	7,311.85	87,742.20	42.1838
			D	3,543.45	7,677.48	92,129.70	44.2931
			E	3,720.60	8,061.30	96,735.60	46.5075
9551	Police Reserve	LS	A				39.3700
6105	Police Sergeant	TPOA	A	4,453.10	8,906.20	106,874.40	51.3799
			B	4,675.78	9,351.56	112,218.72	53.9492
			C	4,909.58	9,819.16	117,829.92	56.6468
			D	5,155.05	10,310.10	123,721.20	59.4791
			E	5,412.81	10,825.62	129,907.44	62.4531
2712	Police Support Operations Manager*	CONF	A	5,436.48	11,779.04	141,348.48	67.9560
			B	5,708.31	12,368.01	148,416.06	71.3539
			C	5,993.71	12,986.37	155,836.46	74.9214
			D	6,293.39	13,635.68	163,628.14	78.6674
			E	6,608.07	14,317.49	171,809.82	82.6009
4701	Police Support Services Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
6101	Police Trainee (Non-Sworn)	TPOA	A	3,213.24	6,426.48	77,117.76	37.0744
9638	Pool Manager	LS	A				19.8900
			B				20.8900
			C				21.9300
			D				23.0300
			E				24.1800
9533	Professional Standards Officer	LS	A				50.4400
			B				52.9600
			C				55.6100
			D				58.3900
			E				61.3100
9110	Program Assistant	LS	Min				14.0000
			Max				24.1000
9231	Project Specialist I	LS	Min				14.0000
			Max				46.6800
9232	Project Specialist II	LS	Min				46.6900
			Max				131.5900

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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5518	Property and Evidence Technician	TEAMSTERS	A		2,303.09	4,990.03	59,880.34	28.7886
			B		2,418.23	5,239.50	62,873.98	30.2279
			C		2,539.16	5,501.51	66,018.16	31.7395
			D		2,666.12	5,776.59	69,319.12	33.3265
			E		2,799.41	6,065.39	72,784.66	34.9926
2585	Public Information Officer*	CONF	A		3,589.45	7,777.14	93,325.70	44.8681
			B		3,768.92	8,165.99	97,991.92	47.1115
			C		3,957.36	8,574.28	102,891.36	49.4670
			D		4,155.24	9,003.02	108,036.24	51.9405
			E		4,363.01	9,453.19	113,438.26	54.5376
3623	Public Safety Dispatch Supervisor*	TMMBU	A		3,248.37	7,038.14	84,457.62	40.6046
			B		3,410.78	7,390.02	88,680.28	42.6348
			C		3,581.33	7,759.55	93,114.58	44.7666
			D		3,760.39	8,147.51	97,770.14	47.0049
			E		3,948.42	8,554.91	102,658.92	49.3553
5502	Public Safety Dispatcher I	TEAMSTERS	A		2,660.74	5,764.94	69,179.24	33.2593
			B		2,793.76	6,053.15	72,637.76	34.9220
			C		2,933.45	6,355.81	76,269.70	36.6681
			D		3,080.12	6,673.59	80,083.12	38.5015
			E		3,234.15	7,007.33	84,087.90	40.4269
5503	Public Safety Dispatcher II	TEAMSTERS	A		2,919.04	6,324.59	75,895.04	36.4880
			B		3,064.98	6,640.79	79,689.48	38.3123
			C		3,218.24	6,972.85	83,674.24	40.2280
			D		3,379.15	7,321.49	87,857.90	42.2394
			E		3,548.11	7,687.57	92,250.86	44.3514
9512	Public Safety Dispatcher II - Per Diem	LS	A					32.1500
			B					33.7600
			C					35.4400
			D					37.2200
			E					39.0800
3401	Public Works Superintendent*	TMMBU	A		4,047.63	8,769.87	105,238.38	50.5954
			B		4,250.02	9,208.38	110,500.52	53.1253
			C		4,462.52	9,668.79	116,025.52	55.7815
			D		4,685.65	10,152.24	121,826.90	58.5706
			E		4,919.92	10,659.83	127,917.92	61.4990
3405	Public Works Supervisor*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418

Effective 08-29-2021

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9631	Recreation Leader I	LS	A					14.0000
			B					14.7000
			C					15.4400
			D					16.2000
			E					17.0200
9632	Recreation Leader II	LS	A					17.5400
			B					18.4100
			C					19.3300
			D					20.3000
			E					21.3200
9633	Recreation Leader III	LS	A					19.8900
			B					20.8900
			C					21.9300
			D					23.0300
			E					24.1800
4401	Recreation Program Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3513	Recreation Services Manager*	TMMBU	A		3,985.11	8,634.41	103,612.86	49.8139
			B		4,184.38	9,066.16	108,793.88	52.3048
			C		4,393.59	9,519.45	114,233.34	54.9199
			D		4,613.28	9,995.44	119,945.28	57.6660
			E		4,843.94	10,495.20	125,942.44	60.5493
3505	Recreation Services Supervisor*	TMMBU	A		3,622.84	7,849.49	94,193.84	45.2855
			B		3,803.99	8,241.98	98,903.74	47.5499
			C		3,994.19	8,654.08	103,848.94	49.9274
			D		4,193.89	9,086.76	109,041.14	52.4236
			E		4,403.58	9,541.09	114,493.08	55.0448
9626	Recreation Specialized Instructor	LS	Min					14.0000
			Max					49.6600
4113	Senior Account Clerk	TTSSEA	A		2,329.23	5,046.67	60,559.98	29.1154
			B		2,445.69	5,299.00	63,587.94	30.5711
			C		2,567.98	5,563.96	66,767.48	32.0998
			D		2,696.39	5,842.18	70,106.14	33.7049
			E		2,831.19	6,134.25	73,610.94	35.3899
3105	Senior Accountant*	TMMBU	A		3,764.80	8,157.07	97,884.80	47.0600
			B		3,953.05	8,564.94	102,779.30	49.4131
			C		4,150.70	8,993.18	107,918.20	51.8838
			D		4,358.24	9,442.85	113,314.24	54.4780
			E		4,576.16	9,915.01	118,980.16	57.2020

Effective 08-29-2021

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4202	Senior Accounting Technician	TTSSEA	A		3,020.32	6,544.03	78,528.32	37.7540
			B		3,171.34	6,871.24	82,454.84	39.6418
			C		3,329.92	7,214.83	86,577.92	41.6240
			D		3,496.42	7,575.58	90,906.92	43.7053
			E		3,671.25	7,954.38	95,452.50	45.8906
5323	Senior Building Maintenance Worker	TEAMSTERS	A		2,560.67	5,548.12	66,577.42	32.0084
			B		2,688.69	5,825.50	69,905.94	33.6086
			C		2,823.12	6,116.76	73,401.12	35.2890
			D		2,964.29	6,422.63	77,071.54	37.0536
			E		3,112.52	6,743.79	80,925.52	38.9065
3304	Senior Civil Engineer*	TMMBU	A		4,690.70	10,163.18	121,958.20	58.6338
			B		4,925.23	10,671.33	128,055.98	61.5654
			C		5,171.50	11,204.92	134,459.00	64.6438
			D		5,430.08	11,765.17	141,182.08	67.8760
			E		5,701.58	12,353.42	148,241.08	71.2698
5315	Senior Equipment Mechanic	TEAMSTERS	A		2,675.25	5,796.38	69,556.50	33.4406
			B		2,809.00	6,086.17	73,034.00	35.1125
			C		2,949.46	6,390.50	76,685.96	36.8683
			D		3,096.92	6,709.99	80,519.92	38.7115
			E		3,251.77	7,045.50	84,546.02	40.6471
4208	Senior Information Systems Technician	TTSSEA	A		3,118.90	6,757.62	81,091.40	38.9863
			B		3,274.85	7,095.51	85,146.10	40.9356
			C		3,438.60	7,450.30	89,403.60	42.9825
			D		3,610.53	7,822.82	93,873.78	45.1316
			E		3,791.05	8,213.94	98,567.30	47.3881
9637	Senior Lifeguard	LS	A					17.5400
			B					18.4100
			C					19.3300
			D					20.3000
			E					21.3200
5305	Senior Maintenance Worker	TEAMSTERS	A		2,497.45	5,411.14	64,933.70	31.2181
			B		2,622.30	5,681.65	68,179.80	32.7788
			C		2,753.42	5,965.74	71,588.92	34.4178
			D		2,891.10	6,264.05	75,168.60	36.1388
			E		3,035.64	6,577.22	78,926.64	37.9455
3203	Senior Planner*	TMMBU	A		4,021.02	8,712.21	104,546.52	50.2628
			B		4,222.07	9,147.82	109,773.82	52.7759
			C		4,433.18	9,605.22	115,262.68	55.4148
			D		4,654.84	10,085.49	121,025.84	58.1855
			E		4,887.58	10,589.76	127,077.08	61.0948

Effective 08-29-2021

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4410	Senior Police Records Assistant	TTSSEA	A		2,466.52	5,344.13	64,129.52	30.8315
			B		2,589.87	5,611.39	67,336.62	32.3734
			C		2,719.33	5,891.88	70,702.58	33.9916
			D		2,855.30	6,186.48	74,237.80	35.6913
			E		2,998.07	6,495.82	77,949.82	37.4759
5504	Senior Public Safety Dispatcher	TEAMSTERS	A		3,064.98	6,640.79	79,689.48	38.3123
			B		3,218.24	6,972.85	83,674.24	40.2280
			C		3,379.15	7,321.49	87,857.90	42.2394
			D		3,548.11	7,687.57	92,250.86	44.3514
			E		3,725.53	8,071.98	96,863.78	46.5691
5356	Senior Utilities Worker	TEAMSTERS	A		2,622.79	5,682.71	68,192.54	32.7849
			B		2,753.81	5,966.59	71,599.06	34.4226
			C		2,891.42	6,264.74	75,176.92	36.1428
			D		3,036.44	6,578.95	78,947.44	37.9555
			E		3,187.23	6,905.67	82,867.98	39.8404
3343	Supervising Building Inspector*	TMMBU	A		3,599.96	7,799.91	93,598.96	44.9995
			B		3,779.96	8,189.91	98,278.96	47.2495
			C		3,968.96	8,599.41	103,192.96	49.6120
			D		4,167.41	9,029.39	108,352.66	52.0926
			E		4,375.78	9,480.86	113,770.28	54.6973
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A		3,752.51	8,130.44	97,565.26	46.9064
			B		3,940.14	8,536.97	102,443.64	49.2518
			C		4,137.15	8,963.83	107,565.90	51.7144
			D		4,343.99	9,411.98	112,943.74	54.2999
			E		4,561.19	9,882.58	118,590.94	57.0149
3117	System Administrator*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
9361	Theatre Technician	LS	A					28.8400
			B					30.2800
			C					31.8000
			D					33.3900
			E					35.0600

City of Tracy
Master Salary Schedule

Effective 08-29-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4420	Transit Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
3515	Transit Manager*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
1109	Transportation Commissioner		Stipend \$50.00 per meeting				
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,047.63	8,769.87	105,238.38	50.5954
			B	4,250.02	9,208.38	110,500.52	53.1253
			C	4,462.52	9,668.79	116,025.52	55.7815
			D	4,685.65	10,152.24	121,826.90	58.5706
			E	4,919.92	10,659.83	127,917.92	61.4990
5350	Utilities Worker I	TEAMSTERS	A	1,874.60	4,061.63	48,739.60	23.4325
			B	1,968.54	4,265.17	51,182.04	24.6068
			C	2,066.59	4,477.61	53,731.34	25.8324
			D	2,170.42	4,702.58	56,430.92	27.1303
			E	2,280.01	4,940.02	59,280.26	28.5001
5353	Utilities Worker II	TEAMSTERS	A	2,381.36	5,159.61	61,915.36	29.7670
			B	2,500.84	5,418.49	65,021.84	31.2605
			C	2,625.26	5,688.06	68,256.76	32.8158
			D	2,757.10	5,973.72	71,684.60	34.4638
			E	2,894.71	6,271.87	75,262.46	36.1839
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,124.00	8,935.33	107,224.00	51.5500
			B	4,330.18	9,382.06	112,584.68	54.1273
			C	4,546.70	9,851.18	118,214.20	56.8338
			D	4,774.03	10,343.73	124,124.78	59.6754
			E	5,012.73	10,860.92	130,330.98	62.6591
3423	Utility Maintenance Superintendent*	TMMBU	A	4,200.33	9,100.72	109,208.58	52.5041
			B	4,410.34	9,555.74	114,668.84	55.1293
			C	4,630.85	10,033.51	120,402.10	57.8856
			D	4,862.40	10,535.20	126,422.40	60.7800
			E	5,105.51	11,061.94	132,743.26	63.8189
3410	Utility Maintenance Supervisor*	TMMBU	A	3,500.26	7,583.90	91,006.76	43.7533
			B	3,675.28	7,963.11	95,557.28	45.9410
			C	3,859.04	8,361.25	100,335.04	48.2380
			D	4,052.00	8,779.33	105,352.00	50.6500
			E	4,254.60	9,218.30	110,619.60	53.1825
5411	Utility Mechanic I	TEAMSTERS	A	2,805.51	6,078.61	72,943.26	35.0689
			B	2,945.79	6,382.55	76,590.54	36.8224
			C	3,093.07	6,701.65	80,419.82	38.6634
			D	3,247.73	7,036.75	84,440.98	40.5966
			E	3,410.11	7,388.57	88,662.86	42.6264

Effective 08-29-2021

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5412	Utility Mechanic II	TEAMSTERS	A		2,875.63	6,230.53	74,766.38	35.9454
			B		3,019.42	6,542.08	78,504.92	37.7428
			C		3,170.39	6,869.18	82,430.14	39.6299
			D		3,328.90	7,212.62	86,551.40	41.6113
			E		3,495.35	7,573.26	90,879.10	43.6919
5404	Utility Operator	TEAMSTERS	A		3,362.14	7,284.64	87,415.64	42.0268
			B		3,530.21	7,648.79	91,785.46	44.1276
			C		3,706.74	8,031.27	96,375.24	46.3343
			D		3,892.08	8,432.84	101,194.08	48.6510
			E		4,086.68	8,854.47	106,253.68	51.0835
3422	Wastewater Operations Superintendent*	TMMBU	A		4,200.33	9,100.72	109,208.58	52.5041
			B		4,410.34	9,555.74	114,668.84	55.1293
			C		4,630.85	10,033.51	120,402.10	57.8856
			D		4,862.40	10,535.20	126,422.40	60.7800
			E		5,105.51	11,061.94	132,743.26	63.8189
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A		2,658.93	5,761.02	69,132.18	33.2366
			B		2,791.86	6,049.03	72,588.36	34.8983
			C		2,931.46	6,351.50	76,217.96	36.6433
			D		3,078.04	6,669.09	80,029.04	38.4755
			E		3,231.95	7,002.56	84,030.70	40.3994
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A		2,798.88	6,064.24	72,770.88	34.9860
			B		2,938.80	6,367.40	76,408.80	36.7350
			C		3,085.75	6,685.79	80,229.50	38.5719
			D		3,240.05	7,020.11	84,241.30	40.5006
			E		3,402.06	7,371.13	88,453.56	42.5258
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A		2,946.19	6,383.41	76,600.94	36.8274
			B		3,093.47	6,702.52	80,430.22	38.6684
			C		3,248.16	7,037.68	84,452.16	40.6020
			D		3,410.58	7,389.59	88,675.08	42.6323
			E		3,581.11	7,759.07	93,108.86	44.7639
3421	Water Operations Superintendent*	TMMBU	A		4,124.00	8,935.33	107,224.00	51.5500
			B		4,330.18	9,382.06	112,584.68	54.1273
			C		4,546.70	9,851.18	118,214.20	56.8338
			D		4,774.03	10,343.73	124,124.78	59.6754
			E		5,012.73	10,860.92	130,330.98	62.6591
9351	Water Patrol Aide	LS	A					16.5200
			B					17.3500
			C					18.2100
			D					19.1200
			E					20.0800
3415	Water Resources and Compliance Manager*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854

City of Tracy
Master Salary Schedule

Effective 08-29-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5401	Water Treatment Plant Operator I	TEAMSTERS	A		2,832.88	6,137.91	73,654.88	35.4110
			B		2,974.53	6,444.82	77,337.78	37.1816
			C		3,123.26	6,767.06	81,204.76	39.0408
			D		3,279.42	7,105.41	85,264.92	40.9928
			E		3,443.38	7,460.66	89,527.88	43.0423
5402	Water Treatment Plant Operator II	TEAMSTERS	A		2,981.98	6,460.96	77,531.48	37.2748
			B		3,131.09	6,784.03	81,408.34	39.1386
			C		3,287.65	7,123.24	85,478.90	41.0956
			D		3,452.02	7,479.38	89,752.52	43.1503
			E		3,624.62	7,853.34	94,240.12	45.3078
5403	Water Treatment Plant Operator III	TEAMSTERS	A		3,138.93	6,801.02	81,612.18	39.2366
			B		3,295.88	7,141.07	85,692.88	41.1985
			C		3,460.68	7,498.14	89,977.68	43.2585
			D		3,633.71	7,873.04	94,476.46	45.4214
			E		3,815.39	8,266.68	99,200.14	47.6924

RESOLUTION 2021 - _____

AUTHORIZING AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE, AND POSITION CONTROL ROSTER RELATING TO THE POLICE COMMUNITY RELATIONS COORDINATOR, CRIME PREVENTION SPECIALIST, CITY TREASURER; UTILITIES LABORATORY SUPERINTENDENT

WHEREAS, The City has established Classification and Compensation Plans, Master Salary Schedule, and Position Control Roster detailing all job classifications, salary ranges, and allocations of personnel, and

WHEREAS, The City has completed classification reviews to establish a new class specification and salary range, and

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans, and Master Salary Schedule effective August 29, 2021, as follows:

- Police Community Relations Coordinator: \$5,428 to \$6,597 per month.
- City Treasurer: \$1,075 per month.

WHEREAS, It is further necessary to amend the City's Classification and Compensation Plans to reclassify the Crime Prevention Specialist as a Police Community Relations Coordinator and revise the classification specification for the Utilities Laboratory Superintendent as described in the staff report accompanying this resolution, and

WHEREAS, It is necessary to amend the City's position control roster for FY 2021-22 to delete one Crime Prevention Specialist and add one Police Community Relations Coordinator.,

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the Director of Human Resources to amend the City's Classification, Compensation Plan and Master Salary Schedule to establish one new classification specification and salary range for Police Community Relations Coordinator and reclassify the incumbent; and further to authorize the Director of Human Resources to amend the salary range for City Treasurer and approves revisions to the classification specification for Utilities Laboratory Superintendent.

FUTHER, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the Budget Officer to amend the Position Control Roster to delete one Crime Prevention Specialist and add one Police Community Relations Coordinator.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 17th day of August, 2021 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.G

REQUEST

APPROVE THE AGREEMENT FOR DEFERRAL OF CERTAIN IMPACT FEES FOR ELLIS TOWN AND COUNTRY (TRACT 4007) AND AUTHORIZE THE CITY CLERK TO FILE THE FEE DEFERRAL AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

LS-Tracy, LLC, a Delaware Limited Liability Company ("Subdivider"), is developing 308 single-family lots in the Ellis Town and Country Subdivision. Subdivider has requested approval of an agreement with the City of Tracy to defer the payment of certain impact fees for the Ellis Town and Country Subdivision until sometime after the filing of the Final Subdivision Maps and issuance of building permits for the lots, pursuant to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, as may be amended from time to time.

DISCUSSION

On May 8, 2019, the Planning Commission approved the Tentative Subdivision Map for third phase of the Ellis Specific Plan Project, Tract 4007, Ellis Town & Country, pursuant to PC Resolution No. 2019-012. The Tentative Map includes approximately 311 single-family residential lots, two parks, and four other parcels on approximately 74.36 acres (Ellis Phase 3 Subdivision).

The Ellis Town and Country Subdivision is subject to the *Second Amendment to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC* ("Development Agreement"), San Joaquin County Recorder Document No. 2018-055247, which provides that the payment of certain impact fees may be deferred until the close of escrow of a residential home or up to twenty-four (24) months from the final inspection of a residential home.

The Subdivider has prepared the Fee Deferral Agreement to defer payment of certain impact fees until the close of escrow for the sale of the individual lots. Per this agreement, the City will issue permits and allow the Subdivider to obtain utility services, including water, sewer, gas and electricity to the house; but, shall not allow occupancy until the escrow has closed and the City has received payment for the deferred impact fee(s). In the event that escrow has not commenced or is expected to close after twenty-four (24) months from the date of the final inspection for a particular lot, the Subdivider shall cause the deferred impact fees to be paid to City.

The City Attorney's Office has reviewed the Fee Deferral Agreement, and the Subdivider has executed the Agreement.

FISCAL IMPACT

The development impact fees will be paid either at the close of escrow for each individual lot, or within twenty-four months from the date of the final inspection for a

particular lot, in the event that escrow has not commenced or that close of escrow is not expected to close.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategic Priority, which is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

RECOMMENDATION

That City Council, by resolution, approve the Agreement for Deferral of Certain Impact Fees for Ellis Town and Country (Tract 4007), and authorize the City Clerk to file the Fee Deferral Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Veronica Child, Management Analyst II
Nanda Gottiparthi, PE, SNG & Associates, Inc.

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services
Karin Schnaider, Finance Director
Bill Dean, Interim Director of Development Services

ATTACHMENTS

Attachment A – Fee Deferral Agreement

Recorded at the request of
and after recording, return to:
City Clerk, City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
(No recording fee, under Government Code §27383)

For Recorder's Use Only

AGREEMENT FOR DEFERRAL OF
CERTAIN IMPACT FEES
Tract No. 4007

THIS AGREEMENT is entered into by and between the City of Tracy ("City"), and LS-Tracy, LLC, a Delaware limited liability company, ("Owner") on June 2, 2021 to secure the payment of certain impact fees, which the City has agreed may be deferred until sometime after the filing of the Final Map for this Project and the issuance of building permits.

Recitals

- A. Owner owns the certain real property, more particularly described in Exhibit "A" ("Property"), and included on the final map entitled "Tract No. 4007 Town & Country" ("Final Map"). The Final Map shall be recorded concurrently with this Agreement for Deferral of Certain Impact Fees ("Agreement") for the project known as Ellis Town & Country, ("Project"). New homes will be constructed on the lots created by the Final Map.
- B. The Property is subject to the *Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC*, ("Development Agreement"; San Joaquin County Recorder Document Number 2018-055247) which provides that the payment of certain impact fees may be deferred until the close of escrow of a residential home or up to twenty-four (24) months from the final inspection of a residential home.
- C. Surland had authorized and Owner has requested a deferral of certain impact fees, which are imposed under Tracy ordinances and resolutions for said Project.
- D. City has agreed to defer the payment of such impact fees ("Deferred Impact Fee") until each new home that is constructed on a lot depicted on the Final Map is sold and conveyed to the original homebuyer as evidenced by a completed close of escrow transaction. The impact fees that shall be paid to the City shall be itemized per lot on the Deferred Impact Fee Schedule by Lot No. attached as Exhibit "D" ("Deferred Fee Schedule Impact Fee") and such fee amounts are subject to adjustments as allowed under the applicable finance plan. The Deferred Impact Fee Schedule shall be confirmed by Owner and may be revised by mutual written consent of the City and Owner at any time prior to payment in order to account for fee credits or fee adjustments.

- E. Owner shall cause an escrow to be opened with an escrow holder ("Escrow Holder") who is processing the escrow closings for the sale of the new homes in the Project. The Deferred Impact Fee shall be paid to City by the Escrow Holder through the escrow upon the close of escrow of each new home sale in the Project to the original homebuyer or within twenty-four (24) months of final inspection of each new home, whichever occurs earlier.
- F. In connection with the sale of each new home to the original homebuyer, Escrow Holder shall request from City writing in the form attached as Exhibit "B", and City shall within five (5) business days provide to Escrow Holder, a Demand Letter, in the form attached as Exhibit "C", with Exhibit "D" attached, that provides the total amount of the Deferred Impact Fees for the lot that is the subject of the sale and escrow. Owner, and Escrow Holder shall not consummate the sale of and close the escrow for any new home and lot for which Escrow Holder has not submitted a written request to the City for the Demand Letter if applicable. If Owner or Escrow Holder consummates the sale of and closes the escrow for any new home without submitting a written request to City for the Demand Letter if applicable, Owner shall, not later than five (5) business days following such closing, pay to City all Deferred Impact Fees due for such lot.
- G. Upon request from Owner or Escrow Holder, City shall provide Escrow Holder with a Demand Letter that provides the Deferred Impact Fee for particular lot in the form attached as Exhibit "C" in connection with the sale of a new home to a homebuyer.
- H. Upon Escrow Holder confirmation of receipt of wire to the City of Tracy of the Deferred Impact Fee and the close of escrow this Agreement shall be deemed irrevocably released on said lot in the Project without the necessity of recording a release executed by the City.

NOW, THEREFORE, the parties hereto agree to the following:

1. The parties agree that the foregoing Recitals are true and correct and are hereby incorporated in to the body of this Agreement.
2. This Agreement shall be recorded on the Property immediately after the recordation of the Final Map
3. Upon completion of the new home on any lot as shown on the Final Map in the Project, the City shall allow Owner to obtain utility services, including water, sewer, gas and electricity, to the house; but, shall not allow occupancy until the Escrow has closed and the City has received the Deferred Impact Fee, as set forth herein.
4. The Owner shall instruct the Escrow Holder to deduct sufficient funds to pay the Deferred Impact Fee from the sale escrow of a new home to the original buyer and such Deferred Impact Fee shall be wired by the Escrow Holder to the City as a condition of the closing of such escrow and the conveyance of a lot in the Project to the original homebuyer. If City does not respond to Escrow Holder's request letter within five business days per Recital F above, Escrow Holder shall deduct the Deferred Impact Fee amount in the most recent Demand Letter provided by the City. In the event that escrow has not commenced or is expected to close after twenty-four (24) months from the date of the final inspection for a particular lot, Owner shall cause the

Deferred Impact Fees to be paid to City. As part of the performance of these Section 5 [?] obligations Owner represents and warrants that it shall include a provision in all Escrows requiring the Escrow Holder to follow the procedures identified in this Agreement and to utilize the forms of documents attached as Exhibits to this Agreement.

5. Upon receipt of said Deferred Impact Fee by the City from the sale of a new home located on a lot shown on the Final Map that is conveyed to the original homebuyer, this Agreement shall be deemed irrevocably released on said lot in the Project without the necessity of a recorded release signed by the City, and Escrow Holder shall remove any and all exceptions or notices on the title or record related to Deferred Impact Fee for said lot. City agrees to promptly execute and record a release of the Agreement, upon request, if necessary, to remove the Agreement from the title to a lot.

6. General Provisions.

- 6.1 Notices. Notices to the parties shall be in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Owner. Notice shall be effective on the date delivered in person or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below.

To Owner:

LS-Tracy LLC
Attn. Mark Chamberlain
3130 Crow Canyon Place, Ste #325
San Ramon, CA 945

To City:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

- 6.2 Successors and Assigns. This Agreement is binding upon, and the benefits of this Agreement shall inure to the benefit of the parties hereto and their respective heirs, representatives, transferees, successors, and assigns. If Owner sells all or any portion of the Property, Owner shall not be released of any obligations under this Agreement relating to the remainder of the Property or the portion of the Property which is being sold without the express written consent of the City, which shall not be unreasonably withheld.
7. Indemnity. Owner shall, to the maximum extent permitted by law, hold harmless, defend, and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, fines, penalties or costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

8. California Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California.
9. Severability. If any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or be impaired in any way.
10. Attorneys' Fees. If any party files an action or brings any proceeding against the other party arising out of this Agreement or for the declaration of any rights under this Agreement, the prevailing party shall be entitled to recover from the other parties all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as determined by the court.
11. Modification. This Agreement cannot be modified in any respect except by a writing signed and entered into by the Owner and the City.
12. Captions. The captions of the paragraphs of this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of the Agreement.
13. Signatures. The individual(s) executing this Agreement on behalf of Owner represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF TRACY and by OWNER.

CITY OF TRACY

By: _____

Its: _____

OWNER

LS-Tracy LLC, a Delaware limited liability company

By:  _____

Mark Chamberlain, Vice President

Attest:

By: Adrienne Richardson, City Clerk

Approved as to form

Leticia Ramirez, City Attorney

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

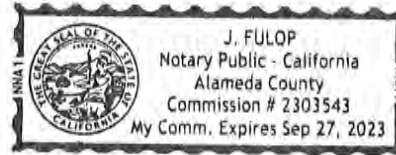
STATE OF CALIFORNIA)SS
COUNTY OF CONTRA COSTA)

On June 2, 2021, before me, J. Fulop, Notary Public, personally appeared Mark Chamberlain, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



This area for official notarial seal

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

Real property in the City of Tracy, County of San Joaquin, State of California, described as follows:

Lots 1 through 308, inclusive, as shown on the map entitled "Town and Country", Tract 4007, filed _____, 2021 in Map Book _____, at Page _____, San Joaquin County Records.

Exhibit "B"

Request Letter Deferred Impact Fee

To: The City of Tracy

From: _____ (Escrow Holder)

Re: Request of Deferred Fee

Final Map _____, Lot # _____

Address of Property: _____

Escrow Number: _____

Date: _____

Regarding the above referenced escrow, City of Tracy is directed, pursuant to the provisions of the Agreement of Deferral of Certain Impact Fees, recorded on _____, as Document Number _____ in Official Records of the San Joaquin County Recorder's Office, that the City shall provide a Demand for Deferred Impact fee for the above referenced Lot directly to Escrow Holder within five business days of receipt of this request representing the amount of the Deferred Impact Fee ascribable to the above referenced Lot. Such Deferred Fee shall be collected by Escrow Holder and wired to the City of Tracy.

Upon the Escrow Holder confirmation of receipt of wire to the City of Tracy of such Deferred Impact Fee, the Agreement of Deferral of Certain Impact Fees shall be deemed irrevocably released on said lot in the Project without the necessity of a recorded release signed by the City.

City of Tracy

By: _____

Its: _____

Exhibit "C"

Demand Letter Deferred Impact Fee

To: _____ (Escrow Holder)

From: The City of Tracy

Re: Payment of Deferred Fee

Final Map _____ Lot # _____

Address of Property: _____

Your Escrow Number: _____

Date: _____

Regarding the above referenced escrow, you are directed, pursuant to the provisions of the Agreement of Deferral of Certain Impact Fees, recorded on _____, as Document Number _____ in Official Records of the San Joaquin County Recorder's Office, to collect from the above referenced Escrow the sum of \$_____, representing the amount of the Deferred Impact Fee allocated to the above referenced Lot. Such Deferred Fee shall be collected at the closing of escrow and wired to the City of Tracy as follows:

[Wiring Instructions]

Upon the Escrow Holder confirmation of receipt of wire of such Deferred Impact Fee, the Agreement of Deferral of Certain Impact Fees shall be deemed irrevocably released on said lot in the Project without the necessity of a recorded release signed by the City.

City of Tracy

By: _____

Its: _____

Exhibit "D"

Deferred Fee Schedule Impact Fee

Fee Schedule:

(1)	Recycled Water:	\$ _____
(2)	Wastewater:	\$ _____
(3)	Water:	\$ _____
(4)	Storm Drain:	\$ _____
(5)	Additional Storm Drain Fee:	\$ _____
(6)	Community Park:	\$ _____
(7)	Neighborhood Park:	\$ _____
(8)	Traffic:	\$ _____
(9)	Public Facilities:	\$ _____

Lot Number:

Tract _____ Lot: _____

RESOLUTION 2021-_____

APPROVING THE AGREEMENT FOR DEFERRAL OF CERTAIN IMPACT FEES FOR ELLIS
TOWN AND COUNTRY (TRACT 4007)

WHEREAS, The Tentative Subdivision Map for Ellis Town and Country Project consists of 308 single-family residential lots on approximately 74.36 acres, and

WHEREAS, The Ellis Town and Country Subdivision is subject to the Second Amendment to the *Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC* ("Development Agreement"), San Joaquin County Recorder Document No. 2018-055247, which provides that the payment of certain impact fees may be deferred until the close of escrow of a residential home or up to twenty-four (24) months from the final inspection of a residential home, and

WHEREAS, The Subdivider has prepared the Fee Deferral Agreement to defer payment of certain impact fees until the close of escrow for the sale of the individual lots which provides that the City will issue permits and allow the Subdivider to obtain utility services, including water, sewer, gas and electricity to the house; but, shall not allow occupancy until the escrow has closed and the City has received the Deferred Impact Fee, and

WHEREAS, In the event that escrow has not commenced or is expected to close after twenty-four (24) months from the date of the final inspection for a particular lot, the Subdivider shall cause the Deferred Impact Fees to be paid to City, and

WHEREAS, The City Attorney has reviewed and Subdivider has executed the Fee Deferral Agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Agreement for Deferral of Certain Impact Fees for Ellis Town and Country (Tract 4007), and authorizes the City Clerk to file the Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 17th day of August 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

August 17, 2021

AGENDA ITEM 1.H

REQUEST

ADOPT A RESOLUTION AMENDING THE SCOPE OF THE CITY COUNCIL FISCAL SUSTAINABILITY AD-HOC SUBCOMMITTEE TO INCLUDE REVIEW OF SALES TAX REVENUE

EXECUTIVE SUMMARY

On July 20, 2021 a Special Meeting of the City Council was held to discuss revenue and expenditure amendments to the City's FY 2021-22 budget. As part of that discussion, Mayor Young, seconded by Mayor Pro Tem Vargas requested that the scope of the City Council Fiscal Sustainability Ad-Hoc Subcommittee be modified to include the review of sales tax revenue generated by e-commerce.

DISCUSSION

On May 19, 2020, the City Council adopted Resolution No. 2020-067, which formed a Council Fiscal Sustainability Ad-Hoc Subcommittee to guide the development of a long-term strategic plan to ensure the City can meet the growing service needs of the community. The Subcommittee's scope was to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan to address the City's structural deficit and impacts associated with COVID-19. The Council adopted Resolution No. 2021-024 to extend the term of the Ad-Hoc Subcommittee through December 31, 2021.

Scope of Council Fiscal Sustainability Ad-Hoc Subcommittee

Beginning in July 2020, Council Members Vargas and Arriola, appointed to the Ad-Hoc Subcommittee, began meeting with the City Manager, Finance Director, and the City's consultant, Management Partners. The Ad-Hoc Subcommittee met several times over the six-month term approved in the resolution. Topics discussed included:

- Governmental Budgeting
- City Adopted Budget
- Financial Forecasting Tools and Practices
- City's 5-Year Financial Forecast
- Budget Policy Framework for Decision Making
- Short and Long Term Budget Strategies
- Tracy Budget Principles
- Tracy Fiscal Sustainability Strategies

Revised Scope of Council Fiscal Sustainability Ad-Hoc Subcommittee

On July 20, 2021, the City Council held a Special Meeting to discuss the City's General Fund's estimated actuals for FY 2020-21 and considered amendments to the FY 2021-22 Adopted Budget. The General Fund's budget update revised the revenue assumptions presented to the City Council in prior budget forecasts based on new

information of anticipated increases in e-commerce sales tax revenue. The General Fund's revised revenues address the City's structural deficit and impacts associated with COVID-19 in FY 2020-21 and project a surplus for FY 2021-22. A subsequent budget update is anticipated to be presented in November 2021 for the first quarter of FY 2021-22.

Mayor Young and Mayor Pro Tem Vargas expressed interest in receiving on-going, monthly revenue updates. It was subsequently suggested by the Mayor and Mayor Pro Tem that the scope of the Council Fiscal Sustainability Ad-Hoc Subcommittee be modified to include the review of General Fund revenue trends (based on available data), with an emphasis on e-commerce. There was Council consensus to bring back an agenda item that amends the Council Fiscal Sustainability Ad-Hoc Subcommittee scope for Council consideration.

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 3: Ensure Short and Long-term Financial Sustainability.

FISCAL IMPACT

There is no fiscal impact associated with amending the scope of the Council Fiscal Sustainability Ad-Hoc Subcommittee.

RECOMMENDATION

It is recommended that the City Council, by resolution, approve a resolution amending the scope of the City Council Fiscal Sustainability Ad-Hoc Subcommittee to include review of General Fund revenue trends (based on available data), with an emphasis on e-commerce.

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION _____

AMENDING THE SCOPE OF THE CITY COUNCIL FISCAL SUSTAINABILITY AD HOC
SUBCOMMITTEE TO INCLUDE REVIEW OF SALES TAX REVENUE

WHEREAS, The City Council may establish advisory committees to address an explicit purpose or need, and

WHEREAS, Advisory committees that are of limited duration (typically no more than a year), and are comprised of less than three members are known as “ad hoc” committees and are not subject to the Ralph G. Brown Act’s requirements, and

WHEREAS, On May 19, 2020, the City Council adopted Resolution No. 2020-067 that established the City Council Fiscal Sustainability Ad-Hoc Subcommittee, effective July 1, 2020 through December 31, 2020, to provide policy guidance as it relates to the development of a multi-year fiscal sustainability plan, and

WHEREAS, The scope of the Ad-Hoc Subcommittee was to identify budget strategies and fiscal policies, related revenue enhancement, cost containment, and use of other revenue sources such as Measure V and/or General Fund Reserves, keeping in mind planned recreational amenities, and

WHEREAS, On March 9, 2021, the City Council adopted Resolution No. 2021-024 that established the City Council Fiscal Sustainability Ad-Hoc Subcommittee, effective January 1, 2021 through December 31, 2021; and

WHEREAS, On July 20, 2021, the City Council held a Special Meeting to amend the General Fund’s FY 2021-22 Adopted Budget based on new information of anticipated increases in e-commerce sales tax revenue; and

WHEREAS, The City Council desires to amend the scope of the Council Fiscal Sustainability Ad-Hoc Subcommittee to include the review of General Fund revenue trends, with an emphasis on e-commerce;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby amends the scope of the City Council Fiscal Sustainability Ad-Hoc Subcommittee to include review of General Fund revenue trends as described herein.

* * * * *

The Tracy City Council adopted the foregoing Resolution _____ on the 17th day of August, 2021, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

August 17, 2021

AGENDA ITEM 1.I

REQUEST

AWARD A CONSTRUCTION CONTRACT TO GOWAN CONSTRUCTION COMPANY, INC. OF TRACY, CALIFORNIA, IN THE AMOUNT OF \$880,402 FOR THE TRACY TRANSIT STATION RENOVATIONS, CIP 77584, WITH A NOT-TO-EXCEED BUDGET OF \$1,144,522, APPROVE A CONTINGENCY AMOUNT OF \$132,060, IF NEEDED, AND AUTHORIZE AN APPROPRIATION OF \$174,000 FROM THE TRANSPORTATION DEVELOPMENT ACT FUND (F241)

EXECUTIVE SUMMARY

City staff requests that City Council award a construction contract for the Tracy Transit Station Renovations, CIP 77584 ("Project") in the amount of \$880,402 to Gowan Construction Company, Inc. with a not-to-exceed budget of \$1,144,522, approve a contingency amount of \$132,060 if needed, and authorize an additional appropriation of \$174,000 from the Transportation Development Act Fund into CIP 77584, which is needed to complete this Project. Funding for CIP 77584 is from the Transportation Development Act Fund (241) and the Transit Capital Fund (573).

DISCUSSION

The Tracy Transit Station opened for use in February 2010. Over the past ten years, the growth of the City's transit services has led to an increase in the number of staff working in the building to the point that there is no additional space that can be utilized in an effective manner for additional staff. In order to create additional office space, an expansion of the work area into the existing lobby space of the Transit Station is required.

The Tracy Transit Station Renovations Project is an approved Capital Improvement Project established to create additional office space for City staff and contract employees, create private office space for supervisory staff, separate workspaces to allow for social distancing, create additional storage space and update the ticket sales window in the Station Lobby. The Project adds approximately 600 square feet of additional office space within the east end of the existing lobby.

Engineering consultant, FCGA Architecture, LLC (Consultant) and City staff prepared the plans, specifications and estimates. The Project was advertised for competitive bids on June 4, 2021, and June 11, 2021.

Bids were received and publicly opened via Skype conference call at 3:00 p.m. on Thursday, July 22, 2021, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
Gowan Construction Company, Inc. – Tracy CA	\$880,402
Swierstok Enterprises, dba Pro Builders	\$887,154

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, Gowan Construction Company, Inc. of Tracy, California, is responsible. The bidder has the

appropriate contractor's license in active standing with the State of California, and has completed similar projects.

An additional appropriation to the Project budget is required because the bids received were significantly above project construction estimate. The Consultant reviewed the cost of the bid items, consulted with materials manufacturers and professional construction estimators, and prepared a memorandum that identifies two causes of the higher than unanticipated costs. The memorandum stated that the disparity is primarily due to: the current construction climate and contractor workload, and, the rising material and labor costs that have exceeded all projections over the last few months. Due to the current demand for construction services, it is not anticipated that the demand for construction work will decrease in the near future. Delaying the Project would not guarantee a reduction in the overall project cost and the need for the additional space created by the Project remains a high priority.

The total estimated cost of this Project, if awarded to the lowest bidder, is as follows:

Construction Bid	\$880,402
Construction Management (5%)	\$88,040
Design Support During Construction	\$44,020
Contingency @ 10%	\$132,060
Total Project Cost	\$1,144,522

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council. City staff recommends the contingency amount for this Project to be \$132,060, which is 10% of the construction contract cost.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority.

FISCAL IMPACT

The estimated Project cost is \$1,144,522 and will be funded by CIP 77584 Tracy Transit Station Renovation Project. CIP 77584 has a current available budget of \$970,587 and the project-funding breakdown is as follows:

Fund	Budget	Expense	Balance
241 -Transit Development Act	\$ 700,000	\$ -	\$ 700,000
573 -Transit Capital	\$ 400,000	\$ 129,478	\$ 270,522
Total Balance			\$ 970,522
Total Project Construction Cost			\$ 1,144,522
Additional Appropriation Needed			\$ 174,000

An additional appropriation of \$174,000 is needed from the Transportation Development Fund (F241) to complete this Project.

RECOMMENDATION

That City Council, by resolution, award a construction contract to Gowan Construction Company, Inc. of Tracy, California, in the amount of \$880,402 for the Tracy Transit Station Renovations, CIP 77584, with a not-to-exceed budget of \$1,144,522, approve a contingency amount of \$132,060, if needed, and authorize an appropriation of \$174,000 from the Transportation Development Act Fund (F241).

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

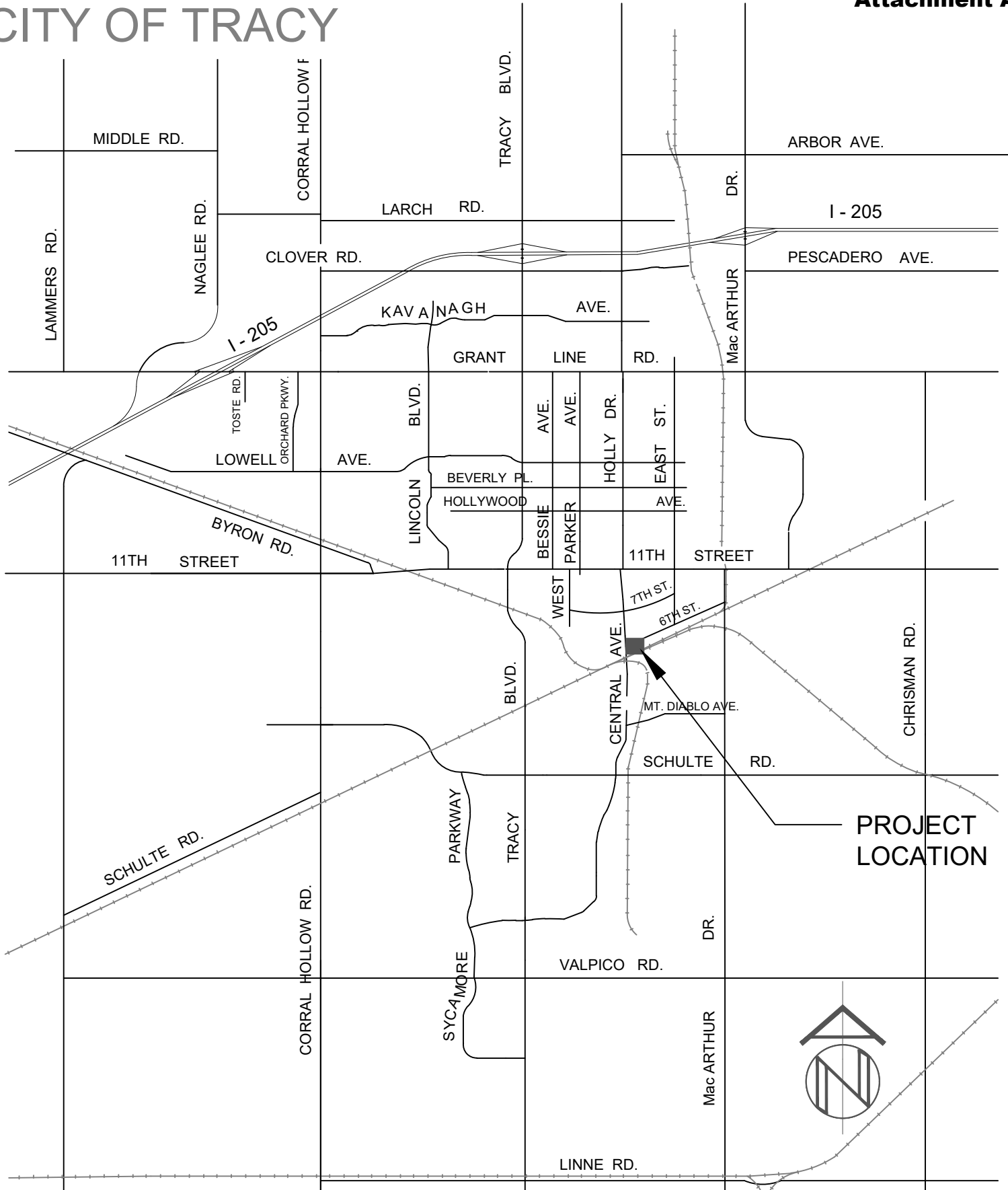
Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director
Karin Schnaider, Finance Director
William Dean, Interim Development Services Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Location Map

CITY OF TRACY



TRACY TRANSIT STATION
LOCATION MAP

NOT TO SCALE

RESOLUTION 2021-_____

AWARDING A CONSTRUCTION CONTRACT TO GOWAN CONSTRUCTION COMPANY, INC. OF TRACY, CALIFORNIA, IN THE AMOUNT OF \$880,402 FOR THE TRACY TRANSIT STATION RENOVATIONS, CIP 77584, WITH A NOT-TO-EXCEED BUDGET OF \$1,144,522, APPROVING A CONTINGENCY AMOUNT OF \$132,060, IF NEEDED, AND AUTHORIZING AN APPROPRIATION OF \$174,000 FROM THE TRANSPORTATION DEVELOPMENT ACT FUND (F241)

WHEREAS, The Tracy Transit Station Renovation Project, CIP 77584, ("Project") is an interior renovation project that provides approximately 600 square feet of additional private office space for supervisor and increased staff storage area privacy, and to allow for social distancing between work stations, and

WHEREAS, The Project was advertised for competitive bids on June 4, 2021, and June 11, 2021. Two (2) bids were received and publicly opened via Skype Conference at 3:00 p.m., on July 22, 2021, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
Gowan Construction Company, Inc. – Tracy CA	\$880,402
Swierstok Enterprises, dba Pro Builders	\$887,154

WHEREAS, Gowan Construction Company, Inc. of Tracy, California was the apparent low bidder, and

WHEREAS, The bid analysis indicates their bid is "responsive" and the bidder is "responsible," and

WHEREAS, An additional appropriation to the Project budget of \$174,000 from Transportation Development Act Funds is needed to complete the Project, and

WHEREAS, Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council, and

WHEREAS, The recommended contingency amount for this Project is \$132,060, or 10% of the contract, and

WHEREAS, This is an approved Capital Improvement Project funded through Transit Development Act Funds and Transit Capital Funds, and

WHEREAS, The City Council has authorized a not-to-exceed budget for this CIP of \$1,144,522, including design, award of contract, construction management, and contingency;

Construction Bid	\$880,402
Construction Management (5%)	\$88,040
Design Support During Construction	\$44,020
Contingency @ 10%	\$132,060
Total Project Cost	\$1,144,522

NOW, THEREFORE BE IT RESOLVED, That City Council of the City of Tracy hereby awards a construction contract to Gowan Construction Company, Inc. of Tracy, California in the amount of \$880,402 for the Tracy Transit Station Renovations, CIP 77584, with a not-to-exceed budget of \$1,144,522, approves a contingency amount of \$132,060, if needed, and authorizes an appropriation of \$174,000 from the Transportation Development Fund Act (F241).

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 17th day of August 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.J

REQUEST

APPROVE AN AGREEMENT WITH BYRON BETHANY IRRIGATION DISTRICT (BBID) GRANTING EXCLUSIVE RIGHTS TO DIVERT CITY OF TRACY'S TREATED WASTEWATER DISCHARGES TO THE OLD RIVER FOR IRRIGATIONAL PURPOSES WITHIN THE DISTRICT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE-YEAR EXTENSION, IF NEEDED

EXECUTIVE SUMMARY

City of Tracy Wastewater Treatment Plant (WWTP) discharges treated wastewater in to the Old River under an approved National Pollutant Discharge Elimination System (NPDES) permit. The discharged water is considered "foreign" or developed water and the City holds primary rights to the treated wastewater.

Byron Bethany Irrigation District (BBID), which also includes the boundaries of the West Side Irrigation District (WSID) after their recent merger, has requested the City to allow diversion of the treated wastewater downstream of the City's existing discharge point to use for irrigation purposes within the district. BBID has made this request due to recent curtailment of their normal post-1914 agricultural water supplies from the United States Bureau of Reclamation due to the on-going drought in the State of California and especially in the San Joaquin Valley.

BBID is one of the suppliers of providing Municipal and Industrial (M&I) water to the City. Due to impacts of the climate changes and California's on-going drought situations, it is beneficial for both agencies to work with each other for the mutual benefit of its consumers. After careful review of BBID's request, staff recommends approval of this agreement. The term of this agreement is from August 18, 2021 to October 30, 2022 with the option of a one-year extension by City Manager if needed.

DISCUSSION

The City's WWTP, located north of I-205 on Holly Drive, discharges treated wastewater into the Old River. The City discharges between 9 to 10 million gallons of treated wastewater per day under the state issued NPDES permit.

City has received a request from BBID to divert a portion of City's treated wastewater discharges to Old River for agricultural irrigation purposes within the district. BBID has requested to enter into an agreement with exclusive rights for use of such water. Due to the prevailing drought conditions, the U.S. Bureau of Reclamation has curtailed all post-1914 Act Central Valley Project (CVP) agricultural water supplies to BBID. This has resulted in a lack of sufficient water supplies available from BBID to its farmers for agricultural uses. Water supply rights obtained prior to year 1914 are more reliable and are generally not subject to curtailments. All water rights obtained after 1914 are not as reliable and can be curtailed during drought and other conditions.

In order to restore some of the agricultural water supplies to its farmers, BBID has requested exclusive rights to divert up to 12.5 cubic feet per second (cfs) of the City's treated wastewater on an as needed basis starting from August 18, 2021 to October 30, 2022 with a maximum annual quantity of 5,900 acre feet. BBID has further requested an option to extend the Agreement for one more year, if needed, through October 2023.

WSID, which used to be a separate irrigation district around Tracy, recently merged with BBID. The City had previously supplied treated wastewater to WSID for agricultural irrigation purposes and for landscape irrigation at Kimball High School during the Summer of 2014.

The City is also working on the water exchange program of its recycled water from the WWTP for future uses within the City. The recycled water is basically the existing treated wastewater with an additional layer of treatment. However, the use and approval of such exchange program from the State may take two to three years. Until that time the treated wastewater discharged in to Old River is of no use to the City.

The City is in the process of using the recycled water for landscaping irrigation purposes in parks and street right of ways. Only Legacy Fields is anticipated to be served from recycled water for next year. This use will have no impact on the diversion request from BBID due to availability of sufficient treated water from the WWTP.

BBID and the City have a good working relationship and work together to strengthen the economy and agriculture in and around the City. It is beneficial to both the City and BBID to assist each other in pursuit of short and long-term water supplies for their respective needs.

Staff has completed a review of the proposed agreement. City is indemnified by BBID for any legal issues arising from the agreement. BBID has also entered in to a Reimbursement Agreement to reimburse the City for costs incurred by the City and its consultants to finalize the agreement. The duration of the agreement will be for little more than one year from August 18, 2021 to October 30, 2022. The City and BBID may, by written agreement, extend the term of this agreement for an additional year to be effective from October 31, 2022 to October 30, 2023. The terms of the agreement also include that BBID will pay a flat rate of \$65.00 per acre feet to the City for amount of water pumped and diverted for BBID use.

STRATEGIC PLAN

This agenda item is an operation item and does not directly relate to the Council's Strategic Plan, however, execution of this agreement may help in sustaining and improving the economy of the southwestern part of the San Joaquin County including and around the City of Tracy.

FISCAL IMPACT

The agreed upon price of \$65 per acre feet for the treated wastewater is compatible to what the City pays the US Bureau of Reclamation for water supply cost component for water received from the Delta Mendota Canal. Upon execution of this

contract, the City may receive a maximum compensation of up to \$383,500 per year from BBID for diversion of this water depending upon the quantity of water pumped. The amount of compensation and need of this water by BBID depends upon the severity and duration of the drought. The funds received will be deposited in the Wastewater Enterprise Fund and will be used for operational and maintenance uses.

ENVIRONMENTAL DOCUMENT

On February 7, 2017, the City Council adopted an initial study and mitigated negative declaration (the "IS/MND") for the Tracy Recycled Water Project (SCH No. 2016112056) via Resolution No. 2017-020 which adequately analyzed the environmental impacts associated with the City's provision of treated wastewater for irrigation purposes within the City's sphere of influence, BBID's boundaries, and WSID boundaries. In addition, compliance with the City's obligations under the Agreement does not involve any changes in the City's current operations relating to the treated wastewater that is the subject of this Agreement. Specifically, the City will continue to operate its wastewater treatment plant in the same manner, and will not alter its discharges to Old River, nor will the City alter its existing operations relating to the distribution of treated wastewater within the City's service areas. As a result, the City's execution of this Agreement is exempt from the requirements of the California Environmental Quality Act under Section 15061(b)(3) of Title 14 of the California Code of Regulations because it can be seen with certainty that there is no possibility that the City's activities in question may have a significant effect on the environment.

RECOMMENDATION

That City Council, by resolution, approve an agreement with Byron Bethany Irrigation District authorizing exclusive rights to divert City of Tracy's treated wastewater discharges to the Old River for agricultural irrigation purposes within the district and authorize the City Manager to execute a one-year extension, if needed.

Prepared by: Kuldeep Sharma, Director of Utilities

Reviewed by: Karin Schnaider, Director of Finance
Midori Lichtwardt, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS

Attachment A – Agreement with BBID

**AGREEMENT BETWEEN CITY OF TRACY AND BYRON-
BETHANY IRRIGATION DISTRICT AUTHORIZING EXCLUSIVE
RIGHT TO DIVERT CITY OF TRACY'S TREATED WASTEWATER
DISCHARGES TO OLD RIVER**

This Agreement provides Byron-Bethany Irrigation District (BBID), an Irrigation District formed pursuant to Division 11 of the California Water Code, the exclusive right to divert the City of Tracy's (City), a California municipal corporation, (collectively, "Parties") treated wastewater discharges to Old River for the purpose of irrigating land within BBID. This Agreement is effective August ____, 2021 (Effective Date).

RECITALS

- A. **WHEREAS**, BBID and The West Side Irrigation District (WSID) consolidated effective as of September 2, 2020, upon the San Joaquin Local Area Formation Commission's recordation of the Certificate of Completion, and BBID is the successor agency. Through this consolidation, BBID now holds WSID's post-1914 appropriative water right to divert water from Old River at a point of diversion referred to as Wicklund Cut, with a priority date of April 17, 1916 (Amended License No. 1381). Amended License No. 1381 entitles BBID to divert 82.5 cfs from April 1 through October 31, with an annual limit of 27,000 acre-feet, each year for irrigation, domestic, and municipal and industrial uses; and
- B. **WHEREAS**, the City operates a Wastewater Treatment Plant (Treatment Plant) that discharges treated wastewater into Old River, San Joaquin County under National Pollutant Discharge Elimination System (NPDES) Permit No. CA0079154. The maximum Treatment Plant design capacity is approximately 10.8 million gallons per day (mgd) (or 16.7 cubic feet per second (cfs)), with a maximum annual limit of 12,106 acre-feet per year.
- C. **WHEREAS**, the City's treated wastewater discharges are considered "foreign water" because imported from a different watershed or originated from groundwater supplies that do not otherwise discharge to Old River, and result in a new water supply or one that will not otherwise be available on the same schedule. The City's treated wastewater discharges are also, or in the alternative, "developed water" because this water reaches a natural watercourse only after some human action or intervention. Accordingly, the City holds primary rights to its treated wastewater discharges such that the discharges are beyond the legal right of any downstream water user to demand their continued discharge.
- D. **WHEREAS**, the authorized purposes and places of use, respectively, for the City's treated wastewater discharges, at a rate of up to 12.5 cfs with a maximum annual quantity of 5,900 acre-feet annually, are industrial and irrigation purposes within the following locations: (1) service areas in the City's Sphere of Influence (SOI), (2) portions of BBID within the City's SOI, and (3) WSID (now BBID's West Side Service Area), as shown on map dated February 14, 2019, on file with the State Water Resources Control Board (State Water Board) as part of the State Water Board's March 15, 2019 Amended Order Approving Change in Place of Use of Treated

Wastewater (2019 Order), a copy of which is attached as Exhibit A and incorporated by this reference; and

- E. **WHEREAS**, on May 10, 2021, the Governor of the State of California declared, in a Proclamation of a State Emergency ("Drought Proclamation"), that California "is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State," and that early warm temperatures and extremely dry soils depleted the expected runoff water from the Sierra-Cascade snowpack, resulting in "a historic and unanticipated estimated reduction of 500,000 acre feet of water . . . from reservoirs and stream systems, especially in the Klamath River, Sacramento-San Joaquin Delta, and Tulare Lake Watersheds;" and
- F. **WHEREAS**, the Governor further declared that the conditions caused by the drought , by reason of its magnitude, are beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and
- G. **WHEREAS**, the Governor further declared, to protect public health and safety, that the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions statewide, and that strict compliance with various statutes and regulations specified in his Drought Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions in the Klamath River Counties, Sacramento-San Joaquin Delta Counties (including San Joaquin County), and Tulare Lake Watershed Counties; and
- H. **WHEREAS**, the Governor ordered the State Water Resources Control Board (State Water Board) to consider emergency regulations to curtail water diversions when water is not available at water right holders' priority of right in the Klamath River and Sacramento-San Joaquin Delta Watershed Counties to protect water needed for health, safety, and the environment; and
- I. **WHEREAS**, on May 26, 2021, the Bureau of Reclamation (Reclamation) announced water delivery reductions for those receiving water from the Central Valley Project (CVP) under water supply contracts with Reclamation. Reclamation allocated zero percent of contract water quantities to CVP contractors north and south of the Sacramento-San Joaquin Delta receiving water for agricultural use. Reclamation allocated 25 percent of historic use quantities to CVP contractors south of the Sacramento-San Joaquin Delta receiving water for municipal and industrial use; and
- J. **WHEREAS**, on June 17, 2021, BBID received a notice of water unavailability (Unavailability Notice), stating that the "water supply in the Sacramento-San Joaquin Delta (Delta) watershed is insufficient to support lawful diversion under any post-1914 appropriative right" and that "[i]nformation also indicates that water will become unavailable this summer for some pre-1914 appropriative water right claimants and riparian claimants," a copy of which is incorporated herein by this reference; and
- K. **WHEREAS**, BBID, as a post-1914 water right holder in the Sacramento-San Joaquin

Delta, is directly affected by the Unavailability Notice and, as such, requires additional water supply for irrigating permanent and truck crops within its service area during the 2021 irrigation season; and

- L. **WHEREAS**, BBID's negotiation and execution of this Agreement does not constitute an admission, nor shall it be used to support the conclusion, that water is in fact unavailable to divert under Amended License No. 1381 at the Point of Diversion.
- M. **WHEREAS**, the State Water Board approval of this Agreement is not required because BBID's diversion and use of the City's treated wastewater will not change the currently authorized purposes and/or places of use of such water, as required by Water Code section 1211, subdivision (a), given that the treated wastewater will be used for irrigation in the portion of BBID's service area comprising the former WSID (referred to as WSID Place of Use); and
- N. **WHEREAS**, even if this Agreement triggered the threshold necessitating the State Water Board's approval under Water Code section 1211, subdivision (a), it is nevertheless not subject to State Water Board approval because, under Water Code section 1211, subdivision (b), the diversion contemplated under this Agreement will not "decreas[e] the flow in any portion of a watercourse," because BBID will not divert in excess of 12.5 cfs, which is the maximum quantity that the City may remove from Old River under the 2019 Order;
- O. **WHEREAS**, in order to retain control over its treated wastewater discharges, the City may use Old River to convey its treated wastewater discharges from its Point of Discharge to BBID's Point of Diversion, pursuant to Water Code section 7075. By retaining control over its treated wastewater discharges, such water is not "unappropriated water," as defined by Water Code section 1202, and, therefore, not subject to appropriation by another water user, and BBID is not obligated to obtain a permit to divert the treated wastewater discharges at the Point of Diversion.
- P. **WHEREAS**, the sole purpose of this agreement is to provide BBID with the exclusive right to use the City's treated wastewater to offset BBID's reduced irrigation water supply due to the drought, zero percent CVP allocation, and Unavailability Notice, subject to the specified terms and conditions herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and conditions contained herein, and for good and valuable consideration that is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated as material provisions of this Agreement and made a part hereof for all purposes.
2. **Term.** This Agreement is effective as of the date set forth above and expires

October 30, 2022. BBID and City agree that the diversions of the City's treated wastewater discharges under this Agreement are limited to the Term and, therefore, shall not entitle BBID any continued right to divert such water beyond the Term. The City and BBID may, by written agreement, extend the Term of the Agreement for an additional year to be effective October 31, 2022, through October 30, 2023.

3. **Diversion Point.** BBID will divert the City's treated wastewater discharges from its current point of diversion for License No. 1381, located at Wicklund Cut on Old River (Point of Diversion), which is approximately eight to nine miles downstream of the City's outfall to Old River (i.e., effluent pumping station and hereinafter, "Point of Discharge"). BBID is solely responsible for the diversion, conveyance, and delivery of the City's treated wastewater discharges to its customers.
4. **Water Quantity.** The City hereby grants BBID an exclusive right to divert up to 12.5 cfs of the City's treated wastewater discharges from its Treatment Plant during the Term which quantity may vary daily, with a maximum annual quantity of 5,900 acre-feet annually. The Agreement does not obligate the City to discharge any particular quantity of treated wastewater; the City will discharge its treated wastewater in accordance with Treatment Plant operations.
5. **Diversion Notice.** BBID will provide the City with written notice of the date on which BBID intends to initiate water diversions under to this Agreement (Diversion Notice). The date on which diversion will commence will trigger the obligation for BBID to pay the City for its treated wastewater discharges, and the City's obligation to measure the quantity of treated wastewater discharged daily.
6. **Scheduling.** Upon the Effective Date, the Parties will coordinate regarding the quantity of treated wastewater available for BBID to divert, on a weekly basis.
7. **Purchase Price.** BBID will pay the City Sixty-Five Dollars (\$65.00) per acre-foot of discharged treated wastewater each day up to the acre-foot equivalent of 12.5 cfs, over the course of one month. The City shall use the flow measurement equipment on its outfall to Old River (i.e., effluent pumping station) to measure the quantity of treated wastewater discharged, which the City shall record and report under the following section.
8. **Monthly Discharge Report and Payment.** On the 20th day of each month, the City will report to BBID the quantity of treated wastewater discharged to Old River (in acre-feet and cfs) each day during the prior month. Within 15 days of BBID receiving this monthly discharge report, BBID will pay in full, at the above-listed price, for the quantity of treated wastewater discharged up to 12.5 cfs per day. BBID's obligation to pay survives the Term of this Agreement by one month to ensure that BBID pays the City for all of its treated wastewater

discharged up to 12.5 cfs per day during the Term.

9. **Water Quality.** The City makes no warranty or representations as to the quality, or fitness for use, of its discharged treated wastewater. BBID and the City hereby acknowledge that BBID is familiar with the quality of water diverted from Old River, and that such quality may vary based on the type of water year and other factors.
10. **Limited Use of Supplemental Water.** BBID acknowledges and agrees that the treated wastewater discharges diverted shall be used for irrigation purposes only.
11. **Defense of Legal Challenges; Regulatory and Litigation Costs.** BBID shall defend and indemnify the City for any fees or costs arising out of the defense, including City's legal counsel costs retained to protect the City's own interests, in any litigation or regulatory action involving this Agreement, including without limitation environmental compliance, BBID's diversion and delivery of the treated wastewater discharges, and any objection to or interference with such diversion and delivery. BBID will be exclusively responsible in the event of any need to take action against a third party. ***This obligation shall survive termination of this Agreement.***
12. **Notices.** All notices required to be given by any party to the other under this Agreement, either expressly or implicitly, must be signed by the party providing the notice. All notices to Parties must be mailed by United States first-class postage prepaid, addressed as follows:

BBID
Rick Gilmore, General Manager
Byron-Bethany Irrigation District
7995 Bruns Road, Byron, CA 94514-1625

CITY OF TRACY
Kuldeep Sharma
Director of Utilities
520 Tracy Boulevard
Tracy, California 95376

Notice is be deemed given: (a) five calendar days following mailing via regular or certified mail, return receipt requested; or (b) one business day after deposit with any one-day delivery service assuring "next day" delivery. The Parties will promptly give written notice to each other of any change of address, and mailing or shipment to the addresses stated herein. Addresses will be deemed sufficient unless a party receives written notification of a change of address.

13. **Waiver.** BBID hereby waives any and all claims, liabilities, damages, demands, losses, disabilities, and expenses (including attorneys' fees and litigation costs) that may result from executing this Agreement, or using water under this Agreement, whether brought by another water user or the State Water Resources Control Board, for example.
14. **Indemnity.** BBID shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of BBID's actions or inactions relating to this Agreement or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "BBID" means BBID, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

15. **Force Majeure & Low Water Levels in Old River.** Except as otherwise provided herein, all obligations of the Parties will be suspended so long as, and to the extent that, performance under this Agreement will be prevented by earthquakes, fires, tornadoes, facility failures, floods, drowning, strikes, other casualties, or acts of God.

Specifically, BBID's obligation under this Agreement to pay for the City's treated wastewater discharges shall be suspended and deemed a "force majeure" as of the date that BBID ceases to pump at the point of diversion, if such cessation is due to BBID's inability to safely operate its pumps and/or divert the treated wastewater discharges because of low water levels in Old River. In such event, BBID shall provide written notice to the City, pursuant to Section 12, of the date that BBID stopped pumping due to low water levels. BBID's obligation to pay shall resume after BBID notifies the City that water levels in Old River rose such that safe pump operation and diversions will resume on a date provided therein.

16. **Voluntary.** Parties enter into this Agreement freely and voluntarily. The Parties acknowledge that they have been represented by attorneys of their own choice in the execution of this Agreement.
17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will not be effective until the execution and delivery between each of the Parties of at least one set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original, which will be sufficient proof of this Agreement.

18. **Integration Clause.** This Agreement constitutes the entire Agreement with respect to its subject matter, superseding any prior oral or written Agreement, understanding, or representation relating to the subject matter of the Agreement.
19. **Termination.** This Agreement may be terminated by either party upon ten (10) business days prior written notice, which shall be electronically provided to the persons named in Section 12.

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

CITY OF TRACY:

By: _____
Nancy D. Young, Mayor

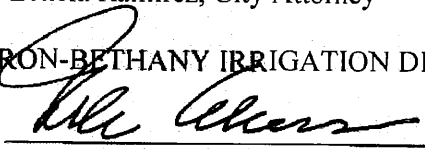
Date: _____

Approved as to form:

By: _____
Leticia Ramirez, City Attorney

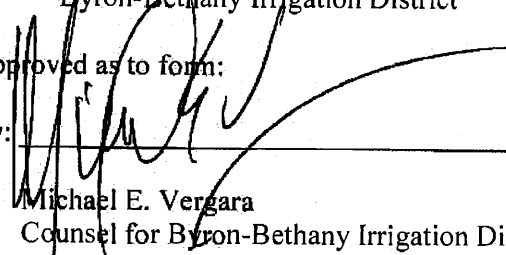
Date: _____

BYRON-BETHANY IRRIGATION DISTRICT:

By:  _____
Rick Gilmore, General Manager
Byron-Bethany Irrigation District

Date: 8/5/2024

Approved as to form:

By:  _____
Michael E. Vergara
Counsel for Byron-Bethany Irrigation District

Date: 8-5-21

Exhibit A – Amended Order Approving Change in Place of Use of Treated Wastewater

Exhibit A

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

In the Matter of Wastewater Petition WW0043

City of Tracy

**AMENDED ORDER APPROVING CHANGE IN PLACE OF USE OF
TREATED WASTEWATER**

SOURCE: Old River tributary to San Joaquin River
COUNTY: San Joaquin

WHEREAS:

1. Water Code section 1211 requires the owner of any wastewater treatment plant to obtain approval from the State Water Resources Control Board (State Water Board) prior to making any change in the point of discharge, place of use, or purpose of use of treated wastewater, when changes in the discharge or use of treated wastewater result in decreasing the flow in any portion of a watercourse.
2. The City of Tracy's (City) Wastewater Treatment Plant (WWTP) treats municipal wastewater and provides the treated wastewater for recycled water uses in the City. A portion of the treated wastewater is also discharged to the Old River, tributary to the San Joaquin River. The maximum treated wastewater design capacity at the WWTP is approximately 10.8 million gallons per day (mgd) (or 16.7 cubic feet per second (cfs)) up to a total of 12,106 acre-feet per year (afy).
3. In 2004, the City previously filed Wastewater Change Petition WW0043, requesting approval from the State Water Board for a change in place and purpose of use of a portion of its treated wastewater, resulting in a reduction in discharge to Old River of up to 8.1 mgd (12.5 cfs), with a maximum annual quantity of 5,900 afy. The State Water Board approved Petition WW0043 by Order dated February 23, 2007 (2007 Order).
4. On March 8, 2018, the City filed a petition requesting an amendment to the 2007 Order, pursuant to Water Code section 1211. With the petition, the City seeks to change the place of use of up to 12.5 cfs (with a maximum annual quantity of 5,900 afy) of treated wastewater previously authorized under the 2007 Order.
5. With this petition, up to 12.5 cfs with a maximum annual quantity of 5,900 afy of treated wastewater would be used within the jurisdictional boundaries of the City's Sphere of Influence, Byron Bethany Irrigation District (BBID) within the City's Sphere, and West Side Irrigation District (WSID) for irrigation and industrial purposes.

6. For the purposes of this Order, the State Water Board considers the following information as the City's existing points of discharge, purpose of use, and place of use of treated wastewater:
 - a. The points of discharge into the Old River are located as follows: 1) Discharge Point 001: 37° 48' 19" N and 121° 24' 07" W; and 2) Discharge Point 002: 37° 48' 20" N and 121° 24' 15" W as shown in the City's Waste Discharge Requirements Order No. R5-2017-0113, (National Pollutant Discharge Elimination System Permit No. CA0079154), issued by the Central Valley Regional Water Quality Control Board;
 - b. Purpose of Use: Industrial and Irrigation; and,
 - c. Place of Use: Within SW¼ of SE¼ of Section 30, T2S, R4E, MDB&M (industrial); SE¼ of SE¼ of Section 30, T2S, R4E, MDB&M (irrigation of 2.6 acres); and SW¼ of SW¼ of Section 29, T2S, R4E, MDB&M (irrigation of 2.5 acres) as shown on map dated July 2004, filed with the State Water Board.
7. Pursuant to California Code of Regulations (CCR) section 795(a), a public notice of the change was not issued as the proposed change do not have the potential to impair the water supply of other legal users of water or instream beneficial uses. On February 8, 2019, the State Water Board requested the California Department of Fish and Wildlife's (CDFW) comments on the proposed change pursuant to CCR section 794(b). No comments were received from CDFW.
8. The City's proposed change with the 2018 petition to modify the 2007 Order will not increase the reduction in treated wastewater discharge into Old River beyond the quantity that was previously approved by the State Water Board. Therefore, the State Water Board has determined that the petition for change in the place of use will not cause injury to any other lawful user of water.
9. Under the California Environmental Quality Act (CEQA), the City is the lead agency for preparation of environmental documentation for the project. On November 2016, the City issued a Mitigated Negative Declaration (MND) titled Tracy Recycled Water Project (SCH # 2016112056). On December 2016, the City issued a Notice of Determination (NOD) for the project.
10. The State Water Board is a CEQA responsible agency for purposes of considering whether to approve the wastewater change petition that will allow the City to proceed with the proposed project. As a CEQA responsible agency, the State Water Board must consider the environmental documentation prepared by the lead agency, and any other relevant evidence in the record, and reach its own conclusions on whether and how to approve the project involved. (Cal. Code Regs., tit. 14, § 15096, subd. (a).) The State Water Board has considered the MND in deciding whether to approve the petition. There is no evidence that approval of the wastewater change petition, with the lead agency implementing mitigation measures from the MND to minimize impacts to cultural and biological resources, will have any adverse impacts on the environment. The State Water Board will issue a NOD within five days of the date of this order.
11. In addition to any obligation the State Water Board may have under CEQA, the Board has an independent obligation to consider the effect of the proposed project on public trust resources and to protect those resources where feasible. (*National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419 [189 Cal.Rptr. 346].) The mitigation measures in the MND minimize impacts to biological and cultural resources and no adverse impacts to public trust resources are expected.
12. The State Water Board has a Policy for Water Quality Control for Recycled Water (Recycled Water Policy), originally adopted on February 3, 2009 and amended on January 22, 2013 and December 11, 2018. The purpose of the Recycled Water Policy is to increase the use of recycled water from municipal wastewater sources, and one of the goals for California, as stipulated in the Recycled Water Policy, is to increase the use of recycled water over 2002 levels by at least one million afy by 2020, and by at least two million afy by 2030. The City's Recycled Water Project (Project), as proposed

in the petition, is consistent with the purpose and will help California meet the goals of the Recycled Water Policy. The Board finds that the Project is in the public interest.

13. Pursuant to Resolution 2012-0029, the State Water Board has delegated the authority to administer the State Water Board's water rights program to the Deputy Director for the Division of Water Rights. The Deputy Director for the Division of Water Rights has redelegated the authority.

ORDER

NOW, THEREFORE, IT IS ORDERED THAT:

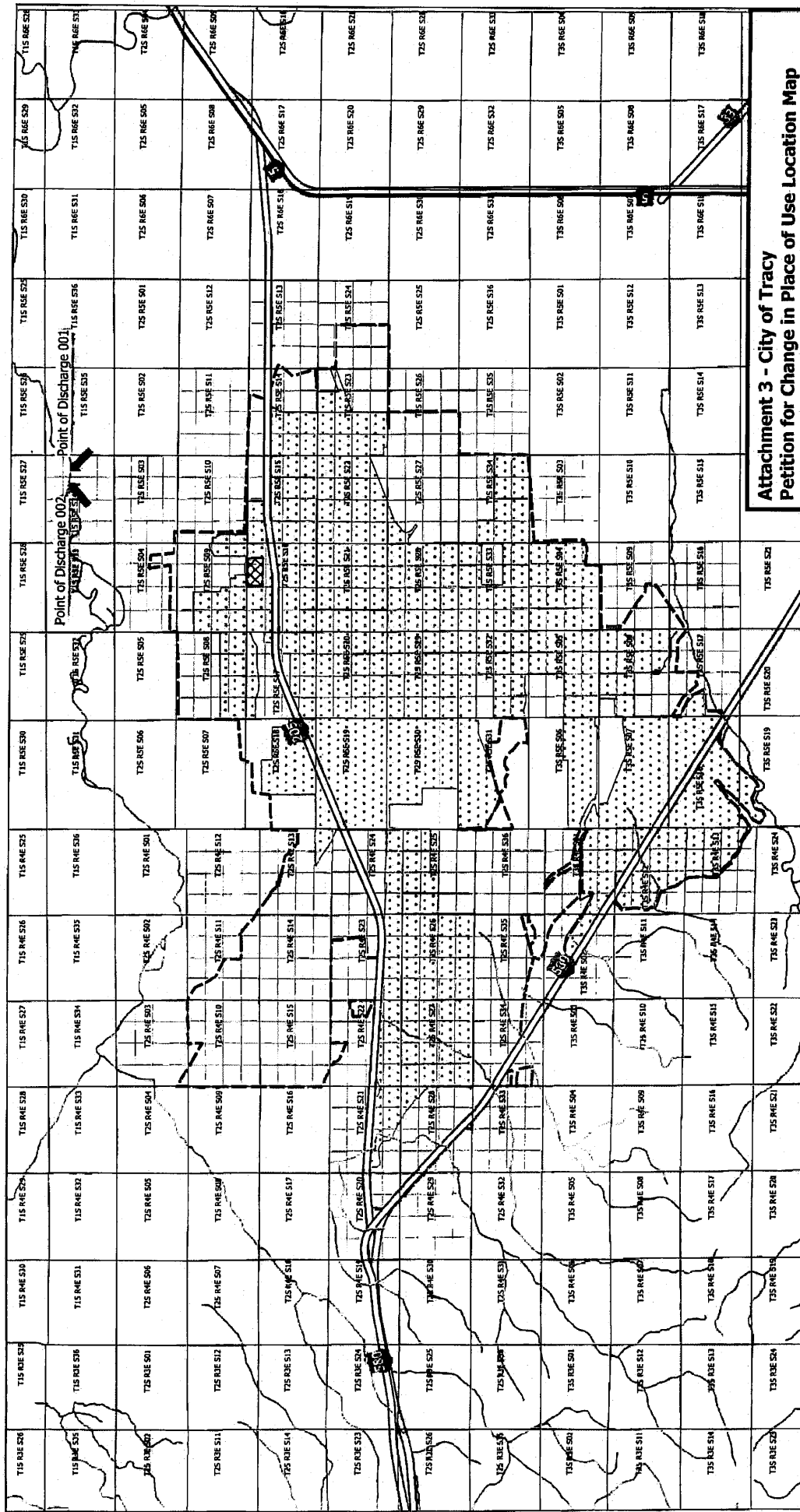
1. This Order supersedes the State Water Resources Control Board (State Water Board) February 23, 2007 Order approving the City of Tracy's (City) Wastewater Change Petition WW0043.
2. The points of discharge of treated wastewater from the City's Wastewater Treatment Plant (WWTP) to Old River are unchanged and are located as follows: 1) Discharge Point 001: California Coordinate System 1983 (CCS83), Zone 3, North 2,116,937 feet, and East 6,301,096 feet, being within SE¼ of NE¼ of projected Section 34, T1S, R5E, MDB&M; 2) Discharge Point 002: CCS83, Zone 3, North 2,117,045 feet, and East 6,300,455 feet, being within SW¼ of NE¼ of projected Section 34, T1S, R5E, MDB&M.
3. The City is authorized to change the point of discharge and place of use of treated wastewater by reduction in discharge to Old River of up to 8.1 million gallons per day (mgd) (or 12.5 cubic feet per second), with a maximum annual limit of 5,900 acre-feet per year, and use the treated wastewater for industrial and irrigation purposes within the service areas of the City's Sphere of Influence, BBID within the City's Sphere, and WSID as shown on map dated February 14, 2019, filed with the State Water Board.
4. The City is responsible for compliance with any applicable waste discharge or water recycling requirements issued by the Central Valley Regional Water Quality Control Board or the State Water Board.
5. The State Water Board reserves continuing jurisdiction in the public interest to implement and amend this Order for conformity with instream flow requirements that may be established for the Old River in the future, and in the event of unforeseen adverse impacts to fish and wildlife resources and other instream beneficial uses. Modifications to this Order shall be only be made after notice and opportunity for a hearing.
6. The City shall file an annual report with the Deputy Director for the Division of Water Rights by April 30 of each year that includes at minimum the following information for the previous calendar year: monthly amount of inflow to the City's WWTP, monthly discharges to the Old River, maximum daily recycled water delivery rate in mgd, and monthly total recycled water deliveries.

STATE WATER RESOURCES CONTROL BOARD

ORIGINAL SIGNED BY
SCOTT MCFARLAND, FOR

Erik Ekdahl, Deputy Director
Division of Water Rights

Dated: MAR 15 2019



Attachment 3 - City of Tracy Petition for Change in Place of Use Location Map

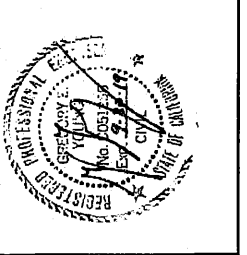
Townships, Range, Section

Point of Discharge

Name Greg Young Date 2-14-15

California Civil Engineer Certificate No. C-51255

I, Greg Young, of 965 University Ave. Ste. 222, Sacramento, California, do hereby certify that this map was prepared under my supervision and correctly represents the project described in the accompanying application.



Prepared By:
Tully & Young
 Comprehensive Water Planning

Notes: Proposed Place of Use covers approximately 29,000 Acres of City Limits, City Sphere of Influence, BBID, and WSID service areas. Actual irrigation would only occur in a small portion of this total area and would be dependent on total recycled water production. Data on this map from multiple sources including City of Tracy, Cal-Trans, CDFG, BBID, WSID, and CDPR.

RESOLUTION 2021-_____

APPROVING AN AGREEMENT WITH BYRON BETHANY IRRIGATION DISTRICT (BBID) AUTHORIZING EXCLUSIVE RIGHTS TO DIVERT CITY OF TRACY'S TREATED WASTEWATER DISCHARGES TO THE OLD RIVER FOR AGRICULTURAL IRRIGATION PURPOSES WITHIN THE DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR EXTENSION, IF NEEDED

WHEREAS, City of Tracy Wastewater Treatment Plant (WWTP) discharges treated wastewater in to the Old River under an approved National Pollutant Discharge Elimination System (NPDES) permit, and

WHEREAS, Byron Bethany Irrigation District (BBID), which also includes the boundaries of the West Side Irrigation District (WSID) after their recent merger, has requested to enter into an agreement to purchase from the City the exclusive right to use treated wastewater discharged from the City's treatment plant for agricultural irrigation purposes within the district, and

WHEREAS, BBID has made this request due to recent curtailment of their normal post 1914 agricultural water supplies from the U.S. Bureau of Reclamation due to the ongoing drought in the State of California and especially in the San Joaquin Valley, and

WHEREAS, the agreement will be valid from August 18, 2021 to October 30, 2022, within an option to extend the agreement for an additional year, effective October 31, 2022 through October 30, 2023, and

WHEREAS, City shall be using this treated water as recycled water with another layer of treatment for use as landscaping irrigation water initially in the Legacy Fields area starting next year, and

WHEREAS, City is pursuing its recycled water exchange program and it may take several years before receiving approval from State, and

WHEREAS, the approval of this agreement will not have any impact on the City's operation of its wastewater treatment plant or its recycled water exchange program, and consequently, the City's execution and implementation of this agreement is exempt from the requirements of the California Environmental Quality Act under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the City's activities in question may have a significant effect on the environment, and

WHEREAS, both BBID and City have a good working relationship and work together to strengthen the economy and agriculture in and around the City, and

WHEREAS, execution of this agreement may help in sustaining and improving the economy of the southwestern part of the San Joaquin County including and around City of Tracy, and

WHEREAS, upon execution of this agreement and dependent upon the actual quantity of water pumped and diverted by BBID, a maximum compensation of approximately \$383,500 per year may be received; and

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Tracy hereby approves an agreement with Byron Bethany Irrigation District authorizing exclusive rights to divert City of Tracy's treated wastewater discharges to the Old River for agricultural irrigation purposes within the district and authorizes the City Manager to execute a one-year extension, if needed.

* * * * *

The foregoing Resolution 2021-____ was adopted by Tracy City Council on the 17th day of August, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.K

REQUEST

APPROVE MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY POLICE MANAGERS ASSOCIATION, TRACY FIREFIGHTERS ASSOCIATION AND SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION AND AUTHORIZE THE CITY MANAGER TO AMEND THE FY 2021-22 BUDGET AND CITY MASTER SALARY SCHEDULE TO REFLECT THE MOUs

EXECUTIVE SUMMARY

The existing Memoranda of Understanding (MOU) between the City of Tracy and the Tracy Police Managers Association (TPMA), the Tracy Firefighters Association (TFFA) and South County Fire Chief Officers Association (SCFCOA) expired on June 30, 2021.

Representatives from the City and the aforementioned bargaining units met and conferred in good faith and negotiated the terms of a successor MOU for each respective group. The term of the attached MOUs is for 24 months (two years), effective on July 1, 2021, and expiring June 30, 2023.

DISCUSSION

Government Code section 3500-3511 known as the Meyers-Milias Brown Act (MMBA) was designed to promote full communication between public employers and their employees by providing a reasonable method of resolving disputes regarding the wages, hours and other terms and conditions of employment between public employers and public employee organizations. Under the MMBA, the City has a duty to meet and confer in good faith with the bargaining representatives of the recognized employee organization regarding matters within the scope of representation and reach agreement within the authority of the representatives. The terms and conditions of the agreement are compiled in a Memorandum of Understanding (MOU), ratified by each respective bargaining unit and approved by City Council. The City initiated the meet and confer process with the bargaining representatives of each recognized employee organization in February to discuss the terms and conditions of employment of the successor MOU. The following summarizes two key provisions that were commonly included in the ratified agreements.

One-Time Lump Sum Payment

The American Recovery Plan Act (ARPA) provides for Fiscal Recovery Funds payments that may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work. These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities. Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others. Sections 602(g)(2) and 603(g)(2) define eligible worker to mean "those workers needed to

maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government." In recognition of the hard work and dedication of City of Tracy employees during the COVID-19 pandemic, a one-time lump sum payment has been included for these units as provided below.

Proclaimed Holiday/Juneteenth

On Thursday June 17, 2021, President Joe Biden proclaimed Juneteenth (June 19th) a federal holiday. At that time, the MOUs for TPOA, Teamsters Local No. 439 I.B.T. and South County Fire Chief Officers Association (SCFCOA) recognized all holidays proclaimed by the Governor of the State of California or the President of the United States as a holiday in accordance with the terms of the MOU. Bargaining units without the proclaimed holiday language proposed the addition of this language to provide an equitable benefit for proclaimed holidays citywide.

Tracy Police Management Association (TPMA):

There are four key changes in the successor MOU for TPMA. The key changes are as follows:

1. Salary Adjustments for all classifications:
 - Effective August 1, 2021 or upon approval by City Council, whichever is latest 2% one-time (nonPERSable) lump sum payment
 - Effective August 1, 2021 or upon approval by City Council, whichever is latest 3% salary adjustment
 - First full pay period in July 2022: 3% salary adjustment
2. Proclaimed Holidays:
 - Upon Council approval employees shall receive eight (8) hours of accrued leave in recognition of the first Juneteenth holiday on June 18, 2021.
3. Management Leave:
 - Increase management leave accrual from 72 hours to 120 hours (the increase of 48 hours is non-cashable and accounted for in the change to City Sell Back of Accumulated Leave policy).
4. City Sell Back of Accumulated Leave
 - Removed all management leave and floating holidays as options to sell back of accumulated leave.

Other changes to the MOU consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications represented by TPMA and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed successor Memorandum of Understanding with TPMA. (See Exhibit D).

Tracy Firefighters Association (TFFA):

There are three key changes in the successor MOU for TFFA. The key changes are as follows:

1. Salary Adjustments for all classifications:

- Effective August 1, 2021 or upon approval by City Council, whichever is latest: 3% salary adjustment
- Effective August 15, 2021 or upon approval by City Council, whichever is latest: 2.3% salary adjustment
- First full pay period in July, 2022: 3% salary adjustment
- First full pay period in July, 2022 2% one-time (nonPERSable)

2. CalPERS Contribution

- The City pays the required employer contribution of the CalPERS retirement benefit for all employees in this unit. Employer contributions towards the CalPERS retirement benefit are determined by periodic actuarial valuations. These valuations are based on the benefit formulas the agency provides and the employee groups covered. In accordance with CalPERS Section 20516 (f) contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of the applicable CalPERS pension formula. The City of Tracy will continue to contribute the remainder of the employer contribution for the CalPERS retirement benefit.

3. Proclaimed Holidays:

- Upon Council approval, employees on a fifty-six (56) hour schedule shall receive twelve (12) hours of accrued leave and employees on a forty (40) hour schedule shall receive eight (8) hours of accrued leave in recognition of the first Juneteenth holiday on June 18, 2021.

Other changes to the MOU consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications represented by TFFA and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed successor Memorandum of Understanding with TFFA. (See Exhibits D and E).

South County Fire Chief Officers Association (SCFCOA):

There are three key changes in the successor MOU for SCFCOA. The key changes are as follows:

1. Salary Adjustments for all classifications:

- Effective August 1, 2021 or upon approval 3% salary adjustment

- by City Council, whichever is latest:
- Effective August 15, 2021 or upon approval by City Council, whichever is latest: 2.3% salary adjustment
- First full pay period in July, 2022: 3% salary adjustment

2. CalPERS Contribution

- The City pays the required employer contribution of the CalPERS retirement benefit for all employees in this unit. Employer contributions towards the CalPERS retirement benefit are determined by periodic actuarial valuations. These valuations are based on the benefit formulas the agency provides and the employee groups covered. In accordance with CalPERS Section 20516 (f) contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of the applicable CalPERS pension formula. The City of Tracy will continue to contribute the remainder of the employer contribution for the CalPERS retirement benefit.

3. One-time Contribution of Vacation Leave Hours

- In exchange for the one time lump sum payment, effective the first full pay period in August, 2021 or upon approval by the City Council, whichever is latest, employees in this unit shall receive the equivalent of the 2% one-time (nonPERSable) lump sum payment as a one-time contribution of fifty-six hours (56) to the vacation leave bank which shall be used or cashed out on or before June 30, 2022.

Other changes to the MOU consist of adding provisions or amendments to update statutory language or further clarify current practices.

The City's Master Salary Schedule contains the salaries for employee classifications represented by SCFCOA and serves as the publicly available pay schedule used to determine pay rates for purposes of the California Public Employees Retirement Law. The Master Salary Schedule must be amended to reflect the terms of the proposed successor Memorandum of Understanding with SCFCOA. (See Exhibits D and E).

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

The financial impact to the City contained in the changes to the sections of the MOUs listed above for the term of these MOUs is shown in the table below:

	General Fund Year One	Citywide Year One	ARPA One Time	General Fund Year Two	Citywide Year Two
TPMA	13,000	22,000	10,000	25,000	45,000
TFFA	211,000	376,000	155,000	423,000	753,000
SCFCOA	75,000	75,000	35,000	152,000	152,000
Grand Total	\$ 299,000	\$ 473,000	\$ 200,000	\$ 600,000	\$ 950,000

RECOMMENDATION

That the City Council, by resolution, approve the Memoranda of Understanding between the City of Tracy and the Tracy Police Management Association, Tracy Firefighters Association and South County Fire Chief Officers Association; and authorize the City Manager to amend the FY 2021-22 budget and City Master Salary Schedule to reflect the MOUs.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Karin Schnaider, Director of Finance

Approved by: Midori Lichtwardt, Assistant City Manager

Attachment: Exhibit A - Tracy Police Managers Association (TPMA) Memorandum of Understanding
Exhibit B – Tracy Firefighters Association (TFFA) Memorandum of Understanding
Exhibit C – South County Fire Chief Officers Association (SCFCOA) Memorandum of Understanding
Exhibit D - Master Salary Schedule – Effective 8/1/21
Exhibit E - Master Salary Schedule – Effective 8/15/21

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

THE TRACY POLICE MANAGERS ASSOCIATION
(TPMA)

July 1, 20~~21~~¹⁸ through June 30, 20~~23~~²¹



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150

www.cityoftracy.org.tracy.ca.us

TRACY POLICE MANAGERS ASSOCIATION (TPMA)
July 1, 2021~~18~~ through June 30, 2023~~21~~

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CITY OF TRACY
TRACY POLICE MANAGERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
July 1, 20~~11~~¹⁸ – June 30, 20~~21~~²³

Tracy Police Managers and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and his/her terms and conditions of employment of employees in the Tracy Police Managers Association, have freely exchanged information, opinions and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milius-Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

This Agreement shall be presented to the City Council as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2018-2021 and ending June 30, 2021-2023

Section 1. Recognition

1.1 Association Recognition

Tracy Police Managers Association, hereinafter referred to as the "Association," is recognized as the exclusive representative as provided in the City's Employer-Employee Relations resolution for all employees assigned to the classifications set forth below:

Police Lieutenant
Police Captain

Section 2. Compensation and Benefits

2.1 Salary Plan

Effective first full pay period in August 2021, or upon approval by the City Council, whichever is latest, classifications in this unit shall receive the equivalent of two percent (2%) annual base salary (non-persable) one-time lump sum payment.

Effective August 1, 2021, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by three percent (3%).

Effective first full pay period in July 2022, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by three percent (3%).

~~Effective the first full pay period in July 1, 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by four (4%).~~

~~Effective the first full pay period in July 1, 2019, salary ranges for classifications in this unit shall be increased by four (4%).~~

~~Effective the first full pay period in July 1, 2020, salary ranges for classifications in this unit shall be increased by four (4%).~~

~~Effective the first full pay period in July 1, 2018 or upon approval by the City Council, whichever is latest, salary range for Police Captain shall be increased by five (5%).~~

2.2 Out-of-Class Pay

When an Association Member is appointed to fill a Senior Manager vacancy caused by paid leave of absence or separation, compensation will be paid at entry level of Senior Manager position or at ten (10) percent over the Association member's current class, whichever is greater, after ten consecutive calendar days, retroactive to the first day of such appointment. This out-of-class pay will be as provided in the Administrative Procedures.

2.3 Bilingual Pay

Employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the City that the employee possesses the needed language skills; and
- b. Certification from the Police Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Police Chief as beneficial to the City.

Section 3. Leave

3.1 Personnel Rules

Leave will be granted as provided for in the Personnel Rules. Leave may be used during the first six (6) months of service in accordance with City Policy and practice.

Members of the Tracy Police Management Association will be considered "Sworn Police Employees" and will accrue vacation at the rates listed for those so classified.

3.2 Holiday Pay

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees, shall be granted a bank of fifty-two (52) hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate. Requests to take a holiday off shall be subject to the Police Chief's approval.

The holiday in-Lieu pay rate shall be calculated as follows:

Annual Salary (base salary + incentives) divided by 2,080 hours = Hourly Rate x 8 = Holiday In-Lieu Pay.

Holiday in-Lieu pay will be paid on separate checks on the second regular ~~payday~~ payday in the month of June and the first regular payday in the month of December ~~for the pay period that includes June 30 and December 15~~. Holiday hours are paid at the rate earned.

If a TPMA member is required to work on a holiday designated by the City of Tracy, the employee shall receive an additional eight (8) hours of vacation leave in addition to straight time pay for hours worked. Holidays will be paid at the pay rate during the period in which the holidays were earned.

3.2.1 Proclaimed Holidays

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

3.3 Management Leave

Association Members are exempt from FLSA. In recognition of the need to devote more than forty (40) hours per week to their duties, management leave in the amount of one-hundred twenty (120) hours per calendar year shall be granted to Association Members

~~Association Members are exempt from FLSA. In recognition of the need to devote more than forty (40) hours per week to their duties, management leave in the amount of seventy-two (72) hours per calendar year shall be granted to Association Members.~~

3.4 Maximum Accrual of Leave

The maximum accrual for Association Member employees for vacation and management leave shall not to exceed a composite of twice the annual accrual rate.

~~The maximum accrual for Association Member employees for vacation, management leave and floating holidays, shall not to exceed a composite of twice the annual accrual rate.~~

3.5 City Sell Back of Accumulated Leave

Association Members are allowed an optional sell back of accumulated leave. They may, twice in a calendar year, sell back up to fifty percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation. The hourly rate is the annual salary, divided by the annual hours of work.

~~Association Members are allowed an optional sell back of accumulated leave. They may, twice in a calendar year, sell back up to fifty percent (50%) of accumulated leave, but not more than the equivalent of one (1) year's earning rate for vacation, management leave and floating holidays. The hourly rate is the annual salary, divided by the annual hours of work.~~

3.6 Sick Leave

3.6.1 Accrual Rates

All Association Members shall be eligible to accrue sick leave prorated per pay period at the following rates:

- Ninety six (96) hours per year during the first 20 years of employment.
- One hundred ninety-two hours (192) per year beginning the 21st year of employment and this/hereafter.
- Unlimited accrual of sick leave is allowed.
 - ~~Eight (8) hours for each month of service during the first 20 years of employment.~~
 - ~~Sixteen (16) hours for each month of service beginning the 21st year of employment and this/hereafter.~~
 - ~~Unlimited accrual of sick leave is allowed.~~

3.76.2 Retirement Conversion of Sick Leave

Any employee covered by this Agreement, who retires from the City of Tracy, may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay including incentives. The retired employee and his/her dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted, subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Thereafter, the employee and his/her dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage, subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and his/her dependents.

3.6.3 Limited Reopener Regarding Establishment of Section 115 Trust Fund and Sick Leave Conversion at Retirement

The City agrees to reopen negotiations on the limited topic of establishing an IRS Section 115 Trust Fund ("Trust Fund") and amending sick leave conversion at retirement (see MOU section 3.6.3). During the first year of the MOU, the City will analyze the options available with regards to establishing a Trust Fund. During the second year of the MOU, upon the City's request, TPMA agrees to meet and confer in good faith with the City regarding: (1) The implementation of a Trust Fund; and (2) Reducing the amount of sick leave that an employee can convert at retirement pursuant to Section 3.6.2 of this MOU; however, the City agrees that any reduction to the amount of sick leave an employee may convert upon retirement shall apply on a prospective basis only. The City agrees that it will not implement nor unilaterally impose a Trust Fund without obtaining TPMA's mutual agreement.

Section 4: Benefits

4.1 PERS Retirement

Employees hired by the City of Tracy on or before July 1, 2010 and covered by this agreement shall receive CalPERS three percent at age 50 (3% at 50) and “single highest year” formula. Employees hired by the City of Tracy on or after July 2, 2010 and on or before December 31, 2012 who are covered by this agreement shall receive CalPERS three percent at age 55 (3% at 55) and “single highest year” formula. Employees hired by the City of Tracy on or after January 1, 2013 meeting the definition of “new member” under the Public Employees’ Pension Reform Act (PEPRA) shall be subject to all the provisions of that law, including but not limited to the two point seven percent at age 57 (2.7% at 57) retirement formula with a “three year” final compensation period.

Employees who receive the CalPERS retirement formula of 3% @ 50, or 3% @ 55 shall pay 9% of salary employee contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% at 57 shall pay the employee contribution required by PEPRA, currently calculated at fifty percent (50%) of the normal cost.

In accordance with the California Government Code section 20516 contract amendment process, each employee in this unit shall pay 3% towards the employer’s share of CalPERS pension regardless of what CalPERS pension formula employee is applicable to employee.

4.2 Deferred Compensation

Tracy Police Managers Association employees shall be eligible to participate in the City’s Deferred Compensation Program and are eligible for a City matching contribution to the deferred compensation plan. Each employee may receive a matching City contribution of up to two (2%) percent of their annual salary to their deferred compensation plan.

Approval for the City’s matching contribution shall be approved by both the Police Chief and the City Manager via a Personnel Action Form.

4.3 Travel Expense Reimbursement

Travel expenses shall be reimbursed in accordance with the Travel Expense procedure detailed in the City’s Administrative Policy and Procedure Manual.

4.4 Health Insurance

4.4.1 Plans Provided

The City offers medical insurance through Kaiser and Health Net. During the term of this Agreement, the City reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

4.4.2 ACA "Cadillac Plan" Reopener

The parties agree to reopen this MOU within thirty (30) days of a written request by the City to meet and confer, through the entire bargaining and impasse process, over changes to the City's health plans that may be necessary to ensure that the City's medical plans do not trigger excise tax liability as "Cadillac plans" under the Affordable Care Act.

4.5 New Employees

New employees hired to the City of Tracy after September 1, 2006 (except those employees within the TPOA bargaining unit that promoted to Lieutenant or Captain and who were hired prior to September 1, 2006) shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

4.6 Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

4.7 Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

4.8 Life Insurance

The City shall provide life insurance coverage equal to the nearest thousand dollars of annual salary, up to a maximum of \$50,000. This coverage will be mandatory for all TPMA employees. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

4.9 Cafeteria Plan

4.9.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family, employee plus one or employee only to each employee's account.

4.9.2 Cash Out Options

For employees hired on or before June 1, 2006, the maximum cash payment shall be set at Nine Hundred and Eighty One Dollars and Fifty cents (\$981.50) per month for employees who do not elect a medical, dental, and/or vision plan. For new employees hired to the City of Tracy after June 1, 2006, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

4.9.3 Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2013, and each January thereafter during the term of this Agreement, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical insurance plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

4.9.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: (1) payment of premium charges for the medical (insurance program in which the employee is enrolled), (2) payment of premium charges for the dental insurance program in which the employee is enrolled, (3) payment of premium charges for the vision insurance program in which the employee is enrolled. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or Human Resources designee in writing on a form provided and at times designated by the City each year all information necessary to administer the Cafeteria Plan during the twelve month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event.

4.9.5 Notification of Changes in Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer or Human Resources designee of any change to the number of his/her dependents which affects the amount of the City payment on behalf of the employee. Changes in Cafeteria Plan payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer or Human Resource designee. No retroactive payments shall be allowed.

4.9.6 Flexible Benefits Plan (IRS Section 125)

The City has implemented an Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax

withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

4.10 Long Term Disability

The City of Tracy will provide PORAC Long Term Disability at \$19.50 per month to all members of the Tracy Police Managers Association. These employees must be actively working and members of PORAC. Any additional costs will be deducted from the employee's checks.

4.11 Annual Physical Exam

An annual physical (medical) examination shall be provided by the City, if desired and/or requested by the employee.

4.12 Education Expense Reimbursement

Educational expenses shall be paid, but are limited to the cost of University of California's fees, books, and tuition up to a maximum of \$1,800 per year. A grade of "C" or better is required for reimbursement. The Police Chief must approve enrollment. Employees covered by this Agreement, enrolled in an accelerated degree program, shall be eligible for accelerated reimbursement subject to Department approval.

4.13 Uniform Allowance

The City shall provide Police Captains and Lieutenants an annual uniform allowance in the amount of \$1,000 per year. The uniform allowance shall be paid on the regular payday for the pay period that includes June 30, by a separate check.

4.14 Education Incentive

Effective August 16, 2015, the City shall pay a five percent (5%) incentive on the existing salary step and range of employees who possess a BA degree or a MA degree in Police Administration or related field.

4.15 P.O.S.T. Incentive

The City shall pay a two and one half percent (2-1/2%) incentive on the existing salary step and range of employees who possess a POST Supervisory Certificate.

Effective the first full pay period in July 2018 or upon approval by the City Council, the City shall pay a four and one half percent (4-1/2%) incentive on the existing salary step and range of employees who possess a POST Management Certificate.

4.16 Command Duty Officer

It is understood that all employees covered by this agreement are responsible to serve as Command Officer as required.

Section 5. Conditions of Service

- 5.1 Service with the City of Tracy shall be regulated by the Personnel Rules and Regulations for the positions covered by this Agreement.
- 5.2 The Personnel Rules and Regulations are generally implemented through the City's Administrative Policies & Procedures and Departmental Guidelines.
- 5.3 The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules and Regulations.
- 5.4 Association Members have the right to appeal conditions of service through the grievance procedure contained in the Personnel Rules and Regulations.
- 5.5 In the event an employee receives an overpayment by the City, the employee shall reimburse the City for the total overpayment and the City may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the City Administrative Services Director.

APPROVED AND ACCEPTED:

TRACY POLICE MANAGERS ASSOCIATION

CITY OF TRACY

By: _____
Tony ShenemanAlex Neicu, TPMA President
D. HaruyamaMidori Lichtwardt, Assistant City Manager

By: _____
_____Randall BradleyJennifer

Dated _____

_____ Dated _____

Draft

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

THE TRACY FIREFIGHTERS ASSOCIATION
(TFFA)

July 1, 20~~21~~18 through June 30, 202~~1~~3



Think Inside the Triangle™

Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150

www.cityoftracy.orgwww.ci.tracy.ca.us

TRACY FIREFIGHTERS ASSOCIATION (TFFA)

July 1, 20~~21~~¹⁸ through June 30, 20~~21~~³¹

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CITY OF TRACY
TRACY FIREFIGHTERS ASSOCIATION (TFFA)
MEMORANDUM OF UNDERSTANDING
July 1, 20~~21~~¹⁸ – June 30, 202~~31~~³⁴

Representatives of the Tracy Firefighters Association and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Fire Bargaining Unit, freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer/employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

The Agreement shall be presented to the City Council as the joint recommendations of the undersigned for base salary and employee benefit adjustments for the period commencing July 1, 20~~21~~¹⁸ through June 30, 202~~31~~³⁴.

Section 1. Recognition

1.1 Association Recognition

The Tracy Firefighters Association, hereinafter referred to as the "Association", is recognized as the exclusive representative as provided in the City's Employer/Employee Relations Resolution for all employees assigned to the classifications set forth below:

Fire Captain
Fire Engineer
Firefighter Paramedic
Firefighter

1.2 City Recognition

The City Manager, or their designee is the representative of the City of Tracy, hereinafter referred to as the "City."

Section 2. No Discrimination

The City agrees not to discriminate against any employee because of membership or activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards established.

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with procedures required by law set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Association confirming the Association has and will maintain authorizations signed by each individual employee whose salary or wages the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to the applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

The City shall direct employee requests to cancel or change dues deductions to the Association. To the extent required by the law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changes. Any requests from the Association that the City change dues deductions shall include a certification that changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with state and federal law.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to over the amount of the dues checkoff authorized.

When a member in good standing of the Association is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the City, which would have been withheld if the member has been in a pay status that period.

In the case of an employee who is in a non-pay status during only part of the pay period and the base salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City based on this provision of this Section shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the City harmless against the claims made and against any suit instituted against the City which may arise as a result of the application of this Section, including but not limited to Association dues deductions or changes to such dues deduction. Any amounts paid in error shall be adjusted in subsequent payment.

The Association shall be entitled to have the regular dues of its members deducted from their paychecks

~~in accordance with the procedures set forth herein.~~

~~Employees shall be entitled to have dues deducted by filling out, signing and filing with the City, an authorization form provided by the City.~~

~~The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized.~~

~~When a member in good standing of the Association is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period.~~

~~In the case of an employee who is in a non-pay status during only a part of the pay period and the base salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.~~

~~Dues withheld by the City shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.~~

~~The Association shall indemnify, defend, and hold the City harmless against the claims made and against any suit instituted against the City on account of check-off of employee organization dues. Any amounts paid in error shall be adjusted in subsequent payment.~~

3.2 Use of City Facilities and Bulletin Boards

The Association may, with the prior approval of the Fire Chief or his designee, use City facilities, during non-working hours for meetings of City employees, provided space is available.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Association.

The Association may use portions of City bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The City reserves the right to determine where bulletin boards shall be placed.

Section 4. Association Representatives

4.1 Attendance at Meetings by Employees

Any Association member who is directed to attend a meeting which one of the issues is proposed

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discipline shall be entitled to Association representation as provided by the Firefighters Bill of Rights (FOBR).

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted to officers and officially designated representatives of the Association for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the employee organization such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall be conducted in accordance with department policy and procedures.

The Association shall designate in writing to the Personnel Officer or Human Resources Department Designee the names of the Association's officers and designated representatives.

4.3 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document. An employee shall have the right to have his/her written comments attached to items contained in his/her personnel file.

4.4 List of Employees

Twice a year, the Human Resources Department shall furnish the names, classifications and date of hire of employees assigned to classifications in the bargaining unit; provided, however, the Human Resources Department shall not be required to provide such information in any format other than one already in use.

4.5 Advance Notice

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the City and directly relating to matters within the scope of representation and shall be given the opportunity to meet and confer with management representatives prior to adoption.

4.6 Firefighters Procedural Bill of Rights

The City agrees to adhere to the provisions of the Firefighters Procedural Bill of Rights (FBOR) as contained in California Government Code Sections 3250-3262, in all matters in which the provisions of the FBOR apply.

Section 5. Salary Plan

5.1 Salary

~~Effective the first full pay period in July 2018 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by 4.0%.~~

~~Effective the first full pay period in July 2019, salary ranges for classifications in this unit shall be increased by 4.0%.~~

~~Effective the first full pay period in July 2020, salary ranges for classifications in this unit shall be increased by 4.0%.~~

Effective August 1, 2021, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by three percent (3%).

Effective August 15, 2021, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by two and three tenth percent (2.3%).

Effective the first full pay period in July, 2022, salary ranges for classifications in this unit shall be increased by three percent (3%).

5.1.2 One-Time Payments

Effective the first full pay period in July, 2022, employees shall receive the equivalent of a two percent (2%) annual base salary for the classification in effect on August 1, 2021 (non-persable) a one-time, lump sum payment.

5.2 Pay Days

~~Employees shall be paid biweekly, every other Friday, beginning on Friday, April 19, 2019. Employees shall be paid semi-monthly on the 15th and the last day of each month. If payday falls on a Saturday or Sunday, payday is the preceding Friday. If payday falls on a holiday, then payday is the preceding workday. If payday falls on a banking holiday, then payday is the preceding business day. Every effort will be made to distribute paychecks to departments so that shift workers may obtain their paychecks at the end of the shift prior to payday. No employee is authorized to cash or deposit paychecks in their possession prior to the date printed on the check.~~

Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

~~All exceptions to pay, such as overtime, vacation, sick leave usage, shall be processed and paid or reported on the subsequent paycheck.~~

5.3 Salary for New Employees

The base salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed, unless the City determines that appointment to another

step is in the best interest of the service.

5.4 Salary Range

Each employee shall have a base salary range with pre-established advancement steps within the range.

Base salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Salary Upon Promotion

When employees are promoted, they shall receive the first step in the base salary range for their new position. However, if this results in a base salary increase of less than five percent (5%), they shall receive a step increase which provides a minimum of five percent (5%) increase, provided that in no event will the new base salary be above Step E of the promoted class.

5.6 Salary Upon Demotion

When an employee is demoted, that employee's compensation shall be adjusted to the base salary which most closely approximates the employee's base salary in the higher classification; provided in no event shall that new base salary be above the fifth step of the lower classification. If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification (Out-of-Class Pay)

An employee who is assigned to perform the duties of a higher classification shall receive the pay of the higher classification for all hours so assigned. After making such assignments, the City shall not reassign for the sole purpose of avoiding payments of such higher amounts. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum of five percent (5) increase but no less than Step A and no more than Step E of the higher classification. An employee who is serving in an acting assignment and who performs overtime work during the time worked in the acting assignment, will receive pay for such overtime work at a rate of one and one-half (1.5) times the compensation received for the acting assignment. Employees will not be allowed to remain in such assignments beyond the limits set forth by Cal-PERS. Details regarding the processing of Personnel Action Forms and effective dates for out-of-class pay are contained in the Administrative Procedure on Out-of-Class Pay.

Regarding "move up" of personnel in acting capacity, the Human Resources Department shall keep current Captain and Engineer eligibility lists in order to ensure that those "moved up", both desire to be utilized at a higher level and are qualified (via appropriate testing) to serve in an acting capacity. The eligibility lists will be utilized to qualify individuals for "move up" provided there are a sufficient number of candidates on the list. In the event an insufficient number of candidates is on a current eligibility list, the Fire Chief or his/her representative(s) will convene a special department labor-management meeting to discuss and come to a mutually beneficial alternate staffing solution prior to any decision being made.

5.8 CalPERS Contribution

The City's contract with the California Public Employee's Retirement System (CalPERS) includes the single highest year retirement formula; the CalPERS 1959 Survivor Benefit level Four (4) to all employees covered under this agreement and the three percent at 55 (3%@55) retirement benefit formula, except as set forth below. The City shall pay the employer contribution for this CalPERS retirement benefit.

Employee's hired by the City of Tracy on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Retirement Law (PERL)~~Pension Reform~~ Act shall be subject to all the provisions of the PERL law, including, but not limited to the two point seven percent at age 57 (2.7@57) retirement ~~formula~~ formula with an average of the highest years retirement formula ~~with a three year compensation period~~.

Employees who receive the CalPERS retirement formula of 3% @55 shall pay the 9% of salary of employee contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by the PERL~~Public Employees' Pension Reform Act~~, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee or employer portion of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

Effective August 15, 2021 ~~as soon as administratively possible~~, in accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee. ~~In exchange, the City shall pay the corresponding salary increase that represents the 3% contribution. The parties agree that should the parties negotiate elimination of the 3% employer rate contribution by the employee or such employee contribution to the employer share becomes contrary to any subsequent rules, regulations and/or law(s) rendering the contribution null and void, the corresponding salary increases by the City conferred in this section shall also cease and become null and void.~~

5.9 Advancement (Step Increases)

At the completion of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis following the initial hire date thereafter until the attainment of Step E. All step increases shall be based on satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Fire Chief and approval of the City Manager.

5.10 Overpayment Resolution

In the event an employee receives overpayment by the City, the employee shall reimburse the City for the total overpayment, and the City may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the City Finance Director.

5.11 Deferred Compensation

Effective the first full pay period in July 2018 or upon approval by the City Council, whichever is latest, City contribution of 1.25% into deferred compensation.

Effective the first full pay period in July 2019, City contribution of 1.25% into deferred compensation.

Section 6. Hours of Work

6.1 Workweek and FLSA Work Period

The workweek for all employees shall be from Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m. and workday shall mean 7:00 a.m. to 6:59 a.m. The work period for fire suppression line employees shall follow the provisions under the 7K exemption of the Fair Labor Standards Act (Exception – 40 hour per week employees). The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible. Therefore, the City shall pay an overtime premium equal to one-half (1/2) time pay for hours worked as prescribed under the FLSA. For employees assigned to 40-hour workweeks, overtime shall be work which is in excess of eight (8) hours per day and forty (40) hours per week.

6.2 Station/Shift Bidding

During October of each year, the Station/Shift Bidding process shall be conducted within each locked shift. The bid shall ensure that the operational needs of the Department set forth by the Fire Chief in a meeting prior to the initiation of the bid process are met. Bids shall be made in descending order of rank beginning with Fire Captain, Fire Engineer, and Firefighter. Bids shall be made by seniority in rank.

The Executive Board will assign a union member(s) the duty of facilitating the bid. The bid shall be completed by October 31st and the results will be forwarded to Fire Administration for final approval. In the event there is a vacancy after the completion of the bid due to promotions, retirements, etc., the Executive Board shall assign a union member(s) to facilitate the bid for the vacant position and the results will be forwarded to Fire Administration for final approval.

Implementation of this bid process shall not impact the City financially in any way. The policy does not negate the Fire Chief's right to assign employees based on the Department needs and workload.

Section 7. Overtime, Call-Back

7.1 Definition

Overtime is work which is in excess of the regular work shift and which has the prior approval of the Fire Chief or his designated representative. Overtime shall also be paid for work performed on the employee's scheduled days off. Leave time, whether paid or unpaid, is not included in computing the work period for FLSA overtime purposes.

7.2 Scheduled and Emergency Overtime

Unless excused by the Fire Chief, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Scheduled means at least twenty-four (24) hours prior notice. Failure or refusal of the employee to work overtime in accordance with this provision shall be grounds for discipline.

7.3 Overtime Compensation

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. For the purpose of overtime compensation, "regular rate of pay" includes premium pay. Overtime shall be computed by the following formula:

For 40-hour employees - hourly rate of pay equals monthly base salary plus premium pay times twelve (12) months divided by 2080 hours. Hourly regular rate of pay times number of hours worked in excess of forty (40) hours times one and one-half (1-1/2) equals overtime pay.

For 56-hour employees – hourly rate of pay equals monthly base salary plus premium pay times twelve (12) months divided by 2912 hours. Hourly regular rate of pay times the number of hours worked in excess of the normal duty cycle and times one and one-half (1-1/2) equals overtime pay.

7.4 Call-Back Pay

Callback by means of telephone, cell phone notification or radio communication shall be required. Failure to respond to a callback after notification without justification may result in disciplinary action. Callback pay shall be on the following basis:

- (1) Employees are to be paid at the rate of one and one half times their normal rate of pay. Hours accumulated above the two-hour minimum shall be at the time and one-half rate. Compensation shall commence at the time of notification for those individuals contacted by phone.
- (2) Those employees contacted by phone for callback shall respond to the assigned station as directed within a reasonable period of time, obeying all traffic laws enroute.
- (3) Any off-duty employee who has not arrived at the station must notify the on-duty Battalion Chief of their response to be eligible for callback pay.
- (4) Should the release of off-duty personnel be prior to an elapsed time of 25 minutes from the time of response, then the 25-minute time frame shall be the cut off time for call-back pay. Any exceptions to this policy shall only be authorized by the Fire Chief.

Section 8. Differentials/EMT Training

8.1 EMT Training

The Department agrees to continue to provide EMT CE (Continuing Education) as part of its regular training schedule to allow all employees to maintain ongoing EMT certification, to the extent operationally feasible.

In the event that an employee is on leave or does not avail himself/herself of the Department training

opportunities, it will remain the responsibility of the employee to complete the EMT course and recertify as required. It shall be the City's responsibility to provide an EMT course or reimburse employees for the cost of taking the course or pay employees for time spent attending such courses.

8.2 Education Incentive Pay

Upon completion of an AA or AS Degree, in Fire Science or related public safety field of study as determined by the Fire Chief, employees shall be eligible for a five percent (5%) incentive increase in pay. Equivalent incentive pay will be provided to an employee who has completed the Fire Science Credits and Certification, and who has obtained a B.A or B.S. Degree. Equivalent incentive pay will be provided to employees who have obtained a BA or BS Degree in related public safety field of study as determined by the Fire Chief. Details regarding procedures for education pay are contained in the Administrative Procedure on Education Incentive Pay.

8.3 Hazardous Materials Response Team Differential

The Department intends to provide the ability to respond to and mitigate hazardous materials (Haz-Mat) incidents above the first responder level. To accomplish this, the Department will staff each shift with a minimum four (4) Hazardous Materials Technicians/Specialists.

The Department will maintain either a minimum of 25 Hazardous Material Specialists or the number required by CalOES, whichever is greater. The Department will offer the ability for Hazardous Material Specialist training for a minimum of five (5) personnel per year during the term of this MOU. Upon satisfactory completion of the training and receipt of Hazardous Material Specialist certification, the employee will be added to the Hazardous Material Team.

The Fire Chief has the discretion to add additional members to the Hazardous Material Team above the minimums outlined above. A member may not resign from the Hazardous Materials Team if doing so drops the number of team members below the minimum established number.

8.3.1 Selection and Requirements

An employee may volunteer to be assigned to the Hazardous Material Team by written submission to the Fire Chief. The Department shall provide the initial Hazardous Materials Specialist training for individuals selected to join the Hazardous Materials Team. A Team member whose initial training has been provided by the Department shall commit to serve on the Hazardous Materials Team for a minimum of three (3) years after assignment by the Chief and completion of the training.

All other Hazardous Materials training outside of the organization shall be subject to the approval process set forth in current Department Standard Operating Procedures.

8.3.2 Selection of Team

The selection of which rank is filled shall be determined by the Fire Chief and Hazardous Materials program coordinator(s) based on the operational need of the Hazardous Materials Team. The

selection of the rank will be based upon overall departmental seniority.

8.3.3 Department Responsibilities

Each Hazardous Materials Team Member:

- Shall receive a minimum of 24 hours in-house training per fiscal year.
- The City may provide up to an additional 24 hours of outside training for Hazardous Materials Team members to be paid through overtime or absence/excused.

The position of Hazardous Materials Technician shall sunset at the expiration of this contract (6/30/21). All current Technicians must be Specialist if they choose to remain part of the Hazardous Materials Team.

Requirements and responsibilities of the Hazardous Materials Team shall be provided in a Department Standard Operating Guideline (SOG).

8.3.4 Pay

Hazardous Material Technician: A Tracy Fire certified Hazardous Materials Technician shall receive an assignment pay of four percent (4%) which shall be added to the base rate of pay subject to section 8.3.3.

Hazardous Material Specialist: A Tracy Fire certified Hazardous Material Specialist team member shall receive an assignment pay of five percent (5%) which shall be added to the base rate of pay.

8.4 Bilingual Pay

Employees shall receive an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the City that the employee possesses the needed language skills; and,
- b. Certification from the Fire Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Fire Chief as beneficial to the City.

8.5 Pay For Performance

The Department shall adopt a voluntary Pay for Performance Program that shall be available to all represented employees who have completed their probationary period. The Department and Union agree to meet and discuss revisions to the existing Pay for Performance Program design, administrative process and benchmarks by which the program is evaluated. The Department agrees to publish the new Program by September 1, 2006. Plans that have been submitted for approval as of January 2006 shall be held and reevaluated after September 1, 2006 and employees shall be offered an opportunity to resubmit a plan to conform to any new or revised Performance Program requirements.

The Pay for Performance Program shall designate a Project term. A represented employee who has been

approved for a submitted project shall receive an additional Three percent (3%) of his/her base rate of pay during the approved Project period. An employee shall be eligible to participate in only one Pay for Performance Plan at a time. Performance Pay shall be paid in addition to any other Differential Pay for which an employee is eligible.

8.6 Paramedic Program

8.6.1 Pay

The Fire Chief shall determine the number of employees who are assigned to the Paramedic program and are paid a Paramedic incentive of twelve and one-half percent (12.5%) of top step Firefighter base pay for all hours paid. Employees who are licensed but not assigned to the Paramedic program shall not receive a Paramedic incentive.

This differential shall be incorporated into the base pay of employees in the Firefighter-Paramedic classification. An employee in the rank of Engineer or Captain shall receive this differential as an incentive.

8.6.2 Maintenance of Certification

Should the City hire a sufficient number of licensed Paramedics to fully support the Paramedic Program, individual employees must notify, in writing, the Fire Chief of his/her request to withdraw from the Paramedic assignment. Requests will routinely be honored if there is a licensed Paramedic available to replace the Paramedic requesting withdrawal. If there is no licensed Paramedic to replace the Paramedic requesting withdrawal, the request will be denied until a replacement is available. Such request shall be submitted one (1) year in advance of the effective date of the requested withdrawal. In the event there are multiple requests for withdrawal, the most senior person(s) submitting the request(s) shall be allowed to withdraw, subject to an available replacement. At such time the Paramedic pay shall no longer be paid to the individual who has withdrawn from the Paramedic program.

The City agrees that the number of Paramedics needed to support the Paramedic Program shall be three (3) additional Paramedics per shift in excess of the minimum staffing for each Advanced Life Support (ALS) engine company. However, the Fire Chief may increase the number of assigned Paramedics beyond the minimum and will determine which fire station(s) shall have Paramedic staffing. The Fire Chief has the option to assign paramedics as appropriate based on operational needs.

Should the City pay for any portion of the initial Paramedic training for an employee assigned to the Paramedic program, that employee shall serve a minimum of three (3) years in the program. If the employee chooses to withdraw from the program following the provisions mentioned above, they will be responsible for a prorated reimbursement towards all costs incurred to the City for the initial training.

The City shall provide the following for all employees licensed as Paramedics and assigned by the Fire Chief to the Paramedic Program:

- (a) City to provide liability insurance.
- (b) City to pay for maintenance of required certification and City to pay for forty-eight (48) hours Of C.E. (Continued Education) every 2 years.
- (c) City to provide for San Joaquin County accreditation time, (required patient contacts) and skills maintenance when required.

8.6.3 Licensed Paramedics Not Assigned to the Paramedic Program:

The City shall provide the following for all employees licensed as Paramedics but not assigned to the Paramedic Program:

- (a) Maintenance of Certification: Using the existing education reimbursement process, the City will provide up to \$2500 per fiscal year for training necessary to maintain the employee's Paramedic license. Each employee is allotted up to 8 hours of compensated training hours per fiscal year for classes necessary for Continuing Education. In the event that the employee must attend classes during their regularly scheduled work shift, a maximum of 8 hours of overtime can be incurred for any backfill requirements, with the approval of the Fire Chief.
- (b) Liability Insurance: The City will provide for the defense of civil actions brought against an employee and indemnify the employee for a judgment of compensatory damages pursuant to Government Code Sections 825 and 995.
- (c) City to provide for San Joaquin County accreditation time, (required patient contacts) and skills maintenance when required. Such San Joaquin County accreditation activities shall occur during the employee's normal work shift.

8.7 Administrative Assignment Pay

Consistent with current practice, when Fire Administration assigns a suppression employee to an administrative assignment for a period of more than thirty (30) working days, the employee shall receive seven and one-half percent (7.5%) in addition to regular rate of pay. This shall not be applicable to employees on modified or light duty or employees being accommodated from their regular suppression assignment.

Section 9. Allowances

9.1 Education Reimbursement

An employee who completes a course of study will be reimbursed for books, supplies and tuition for educational course(s) if the employee obtains the written approval from the Fire Chief or the Fire Chief's express designee(s) prior to initiating the educational course(s). Educational courses that qualify for education reimbursement must be 1) taken at public and non-public accredited colleges or universities in California, or 2) be a component of a certified paramedic program, or 3) be an educational course approved by the California State Fire Marshal or 4) any other class which the Fire Chief deems appropriate and relevant to the Fire Department. A grade of "C" or better or an equivalent passing grade is required in order to receive reimbursement.

Mileage reimbursement or transportation shall only be provided for those courses the City directs (but

does not merely approve) the employee to attend.

Educational reimbursement shall be capped at no more than \$2,500 paid per fiscal year. City also agrees to allow any mandatory fees as a reimbursable expense in addition to tuition, supplies and books not to exceed the cap of \$2,500.

9.2 Credit for Training

Responsibility for developing training programs for employees shall be assumed by the Fire Chief or his designee. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. All completed training should be filed with the training officer who will then submit it to Human Resources for filing.

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed with the Human Resources Department by the Fire Chief.

9.3 Uniforms

The City shall provide each employee an annual uniform allowance of \$915 for the purpose of the purchasing regular uniforms and, Class A uniform ~~and safety shoes~~ as approved by the Fire Chief.

Uniform allowance will be paid separate from payroll checks and will be issued on the first paycheck by a newly hired employee and annually thereafter ~~on June 30 or the last business day before June 30~~ on the second regular payday in the month of June and the first regular payday in the month of December.

The City shall pay for the replacement of an employee's safety shoes and work uniform that are damaged to a point that results in a safety hazard, if such damage occurs in the line of duty through no fault of the employee. In the event of proven negligence by the employee, the replacement costs will be borne by the employee.

9.4 Equipment and Clothing Return

All City-furnished equipment and clothing remains in the ownership of the City and must be returned when an employee leaves employment.

9.4.1 Helmets

Employees retiring with 10 years or more of City of Tracy service will have the option to purchase their leather helmet from the City at a prorated fee based on the depreciation schedule as determined by the Finance Department.

9.5 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. It is understood that such reimbursement does not apply to commuting by employees to or from their residences. Preapproval of

the Fire Chief is required for reimbursement.

9.6 Payment for Required Training

In the event that a specialized team is formed and the Department requires training, the City shall pay for such training cost and time at appropriate rates. The Fire Chief shall determine the creation of specialized teams that meet the needs of the community.

Section 10. Holidays

10.1 Paid Holidays

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a forty (40) hour schedule shall be granted a bank of fifty-two (52) hours of holiday leave. Employees on a forty (40) hour schedule will be required to use eight (8) hours of holiday leave for leave on a holiday observed by the City of Tracy as provided in Personnel Rule 16.1.

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a fifty-six (56) hour schedule shall be granted a bank of 156 hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period (January 1-June 30 or July 1-December 31) at the holiday in-Lieu pay rate.

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

10.2 Saturday and Sunday Holidays

Except for employees working in a seven (7) day operation, if a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday.

10.3 Holiday In-Lieu Pay

Holiday in-lieu pay shall be paid to employees on a fifty-six (56) hour schedule. Holiday leave hours not used during a given six (6) month period shall be converted as follows:

12 hours of holiday leave not used = 9 hours of Holiday in-Lieu pay

Holiday in-Lieu pay is in addition to the employee's regular base salary and shall be based on the following formula:

Annual salary (base salary + incentives in effect during the previous six month period)
divided by 2,912 hours = Holiday In-Lieu hourly rate

Instead of receiving Holiday-in-Lieu pay, employees may choose to take no more than forty-eight (48) hours of holiday leave per month subject to the staffing needs of the City. Whenever an employee chooses this option of taking off one (1) or two (2) shift(s) per month, instead of receiving Holiday-in-Lieu pay for

such holidays, such holiday shift(s) off shall be considered to be an additional vacation shift and all scheduling and approval requirements which apply to vacation use shall govern the use of such holiday shifts off. Employees may take either a 12-hour half shift or a 24-hour full shift for any holiday. Any unused portion of a holiday shall be cashed out as described above as Holiday-in-Lieu Pay. Holiday-in-Lieu shifts off may not be carried over from one month to the next.

If an employee leaves City employment after having used all of the semi-annually credited holidays but before the six-month term is complete, the employee shall owe the City for the value of the holiday time in excess of their service for that half year.

Employees on a forty (40) hour schedule shall not be entitled to holiday in-lieu pay as they will be on off-duty status on all holidays.

Holiday pay will be paid on separate checks on the ~~second regular payday in the month of June regular payday June 30 and the first regular payday in the month of December 15 with one half of the annual amount being paid on each of these dates.~~

Section 11. Vacation Leave

11.1 Vacation Benefits

A. Employees on a forty (40) hour workweek shall be entitled to annual vacation leave based on length of continuous service.

From date of employment through completion of the 5th continuous year - ninety-six (96) hours per year.

From beginning of 6th year of continuous employment through completion of 10 year - one hundred and thirty-six (136) hours per year.

11-15 years of continuous employment-one hundred and seventy-six (176) hours per year.

16-20 years of continuous employment - one hundred and ninety-two (192) hours per year.

20 years or more continuous employment - eight (8) additional hours per year for each year of service.

B. Employees on a fifty-six (56) hour workweek shall be entitled to annual vacation leave based on length of continuous service.

From date of employment through completion of the 5th continuous year - twelve (12) hours of vacation per month.

For service beginning with the sixth year of continuous employment through completion of the 10th year, each employee shall accrue eighteen (18) hours of vacation per month;

11-15 years of continuous employment, each employee shall accrue twenty-one (21) hours of vacation per month;

16-20 years of continuous employment, each employee shall accrue twenty-four (24) hours of vacation pay per month;

20 years or more of continuous employment, each employee shall accrue one (1) additional hour per month for each additional year of service.

11.2 Vacation Accumulation

Earned vacation time may be accumulated from year to year, but an employee shall not be allowed to accumulate more than two (2) times their current annual vacation entitlement. Except as provided below, an employee who has reached his/her maximum allowable accumulation will not accrue vacation leave until such time as their vacation leave balance drops below the applicable maximum accumulation.

With prior written approval from the City Manager, an employee may accumulate vacation leave in excess of the above-described limit. The decision of the City Manager shall be final.

11.3 Vacation Scheduling

Vacations shall be scheduled yearly by employees with the approval of the Fire Chief. A total of three (3) employees shall be allowed off at a time during January, February, March, April, October and November. A total of four (4) employees shall be allowed off at a time during May, June, July, August September, and December.

Annual vacation selection will be chosen in Rank, based on overall department seniority. Any vacation usage other than regular yearly scheduled vacation will require a minimum of twenty-four (24) hour notice and Battalion Chief approval.

In the event the Department needs to modify the number of employees allowed to take vacation on each shift, the Department will notify the Union ninety (90) days prior to the annual shift and vacation selection. The Department will review the operational reasons for such a change with the Union, consider any alternatives and meet and confer regarding the impact of the decision on the employees.

11.4 Vacation Usage

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The Fire Department's vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee and in accordance with current Fire Department policies. Leave may be taken only after it has been earned, subject to the above restrictions. No employee may take vacation during the first six months of employment.

11.5 Vacation Leave Special Account for Union Use

Employees may voluntarily donate vacation time, up to a maximum of twelve (12) hours per employee per calendar year to a Vacation Leave Special Account to be used by Firefighters' Union Local representatives in order to attend labor union related training and other activities. Such account shall not exceed four hundred eighty (480) hours per calendar year. Such donation shall be voluntary and not retractable as demonstrated by written request and notice provided by the employee to the City's Finance

Division.

Effective July 1, 2012, this special account shall be charged at the rate of 1.5 hours for all hours necessary (particularly overtime relief) to allow members to conduct union activities. Such leave shall be requested at least one (1) City Hall business day in advance. All such leave must be approved in writing by the Fire Chief or his express designee(s) in order to ensure proper accounting, record keeping, and scheduling.

11.6 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work.

The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation. ~~Between April 1, 2019-December 31, 2019, TFFA represented employees may exercise the option to sell back up to 30 hours of accumulated leave which will not count toward the annual maximum sell back equivalent of one year's earning rate for vacation.~~

Section 12. Sick Leave

12.1 Accrual

All regular employees ~~except Fire Inspectors~~ shall be eligible to accrue sick leave at the following rates:

- a) Employees on a 56-hour schedule - twenty-four (24) hours for each month of service.
- b) Employees on a 40-hour schedule - eight (8) hours for each month of service.
- c) Employees transferred from a 40-hour schedule to a 56-hour schedule shall have all unused sick leave hours accumulated while working the 40-hour schedule increased three-fold to compensate for the hourly difference in daily schedules.
- d) For the purpose of this section, months of service shall mean consecutive calendar months.

For the purpose of this section, months of service shall mean consecutive calendar months.

12.2 Approval

Sick leave may be requested and used as approved by the Fire Chief. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor.

Failure to request approval of the use of sick leave prior the commencement of the shift for which leave is requested may result in loss of the sick leave privilege for the subject shift.

12.3 Usage

Sick leave shall be requested and granted only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family in accordance with the Federal Government Family Medical Act (FMLA) and the State of California Family Rights Act (CFRA). All hours utilized for this leave shall be subtracted from sick leave entitlement.

The City may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the department head may extend family sick leave provisions beyond six (6) days per year. For the purpose of this subsection, "immediate family" shall mean the employee's spouse or domestic partner, parents and dependent children.

12.4 Doctor's Certificate

It is understood that the City of Tracy has a legitimate concern in preventing abuse of sick leave claims. If the City has a reason to believe that sick leave is being abused, it may request that any absence be verified. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for said verification.

The Fire Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of his/her position.

12.5 Sick Leave Upon Death

Upon death while actively employed, the estate of the employee shall receive straight-time pay for all accrued sick leave in excess of 1,440 hours.

If an employee terminates or is terminated for any reasons, all accumulated sick leave up to 1,440 hours shall be canceled; provided however, accumulated unused sick leave shall be credited to such employee if the employee returns to City of Tracy employment within two (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

Employees who retire with at least ten (10) years of service may elect to convert all accrued sick leave at the time of retirement to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay as defined in Subsection 7.3. The retired employee and their dependents shall be entitled to continued group health insurance coverage currently in effect with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall

apply to the employee and their dependents.

12.7 Retiree Health Savings Account

The City agrees to reopen negotiations on the limited topic of establishing an IRS Section 115 Trust Fund ("Trust Fund") and amending sick leave conversion at retirement (see MOU section 12.6). During the first year of the MOU, the City will analyze the options available with regards to establishing a Trust Fund. During the second year of the MOU, upon the City's request, TFFA agrees to meet and confer in good faith with the City regarding: (1) The implementation of a Trust Fund; and (2) Reducing the amount of sick leave that an employee can convert at retirement pursuant to Section 12.6 of this MOU; however, the City agrees that any reduction to the amount of sick leave an employee may convert upon retirement shall apply on a prospective basis only. The City agrees that it will not implement nor unilaterally impose a Trust Fund without obtaining TFFA's mutual agreement.

~~The City and the Union agree to implement a 414 (h) (2) vehicle which would provide a cash option, retiree health savings option, and the ability of the individual employee to set aside tax deferred monies from the employee's accrued leave balances.~~

~~The City agrees to meet within thirty (30) days of a written request by the Union to negotiate plan provisions. Such meetings shall conclude by June 30, 2007 and plan design and administration shall be developed through mutual agreement. The City agrees to review the feasibility of establishing a 414 (h) (2) through available plan administrators.~~

~~Features of the plan design will include:~~

- ~~• At retirement employees may utilize accrued sick leave hours (some or all hours accrued beyond the initial 1440) as a contribution to the 401 portion of the plan up to the legal maximum OR the employee may utilize all hours (including the initial 1440 hours) for retiree medical benefits;~~
- ~~• In the event the employee elects to utilize any portion of his/her accrued sick leave hours at retirement through the 401 portion of the trust, the first 1440 hours shall be deducted but any hours not contributed to the 401 portion of the plan may then be contributed to the City's existing Retiree Medical fund;~~
- ~~• A 90 day window prior to retirement for employees to make an irrevocable election; and~~
- ~~• Hours of sick leave utilized by the employee for retiree medical shall continue to be administered by the City.~~

~~Examples:~~

~~Employee A has 3000 hours of sick leave at retirement and opts to place 500 in the 401 account. First, 1440 is deducted from the 3000 leaving 1560 hours. Then the 500 is placed in the 401 account. The employee may then choose to use all remaining 1060 hours toward retiree medical.~~

~~Employee B has 3000 hours of sick leave at retirement and chooses to use only the retiree medical bank — so 3000 hours are available for retiree medical.~~

~~Other plan features shall be by mutual agreement. In addition, it is understood that the City shall seek legal counsel regarding the establishment of such a plan to ensure compliance with state and federal law. Until such time that this provision is fully implemented, employees who retire are not eligible to receive any accrued sick leave hours in cash.~~

~~The City's agreement to this provision is contingent upon securing a third party administrator.~~

12.8 Catastrophic Leave

Employees covered by this Memorandum of Understanding shall be eligible to participate in the City's Catastrophic Leave Program as described in Personnel Rules and Regulations Section 17.8 and the City's Catastrophic Leave Policy and Procedure.

Section 13. Workers' Compensation

All employees receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Section 14. Disability Insurance

The City shall contribute \$77.77 per month on behalf of each represented employee as follows:

100% of the monthly premium for the LTD Plan provided by the Association through the California Association of Professional Firefighters (CAPF).

100% of the monthly premium for the Long Term Care policy provided by the Association through the CAPF.

In no case shall the City's total monthly contribution exceed \$77.77 per employee.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return shall be cause for discharge.

A leave of absence without pay up to three (3) days can be approved by the Fire Chief.

The City may pay health benefits for employees on approved leave of absence without pay as a result of illness or injury for up to sixty (60) days.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence shall be allowed not to exceed five (5) consecutive calendar days. The employee may, with the department head's permission, utilize vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse or

domestic partner, child, stepchild, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City base salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.
- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full base salary and benefits, including within-class pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.
- (c) Persons employed by the City of Tracy to fill positions made vacant by employees on military leave of absence shall hold such positions subject to being laid off upon any of the said employees being restored to their former positions. Employees promoted to fill positions made vacant by employees on military leave shall hold such positions subject to being restored to their former positions upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with applicable State and Federal laws. Request for maternity leave must be submitted to the Fire Chief no later than the end of the sixth month of pregnancy.

15.5 Family and Medical Leave Act (FMLA)

The parties acknowledge the applicability of the Family and Medical Leave Act and the California Family Rights Act and intend to comply with these Acts.

15.6 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Any employee whose name shall be selected from the list of trial jurors to serve as juror in a civil or criminal action pending in a State or Federal Court convening in the State of California, shall be entitled to a leave of absence for all his/her regularly scheduled shifts during the court days of such service;

provided, however, that the employee shall report to work if released from jury service prior to 5:00 PM and does not have to report to jury service the following day.

Such leaves of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee. Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary and general elections.

15.8 Absence Reports

Absence of all employees on vacation leave, sick leave, compensation leave and leaves without pay granted by the Fire Chief, shall be reported to the Human Resources Department. Such reports of absence shall indicate the hour and date of employment and regular days off included within the period of absence.

15.9 Attendance

Failure on the part of an employee absent without leave to return to duty within 24 hours after notice of return shall be cause for discharge.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided

The City offers medical insurance through Kaiser and Health Net. During the term of this Agreement the City reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

16.1.2 New Employees

New employees hired after June 1, 2006 shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

16.2 Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

16.3 Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

16.4 Life Insurance

The City provides Life Insurance in the amount of Fifty Thousand Dollars (\$50,000). This coverage will be mandatory for all employees. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

16.5 Cafeteria Plan

16.5.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family or employee only, to each employee's account.

16.5.2 Cash Out Options

For employees hired before June 1, 2006, the maximum cash payment shall be set at Nine Hundred and Three Dollars and ninety-seven cents (\$903.97) per month, less any payments made for selected medical, dental and/or vision plans. For employees hired after June 1, 2006, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

16.5.3 Future Contributions

If premiums increase in the plans to which City employees subscribe effective January 1, 2017, the City will increase the City's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical, dental and/or vision plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

16.5.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for dental care, and/or 3) payment of premium charges for vision. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or HR designee in writing on a form provided

and at times designated by the City each year all information necessary to administer the Flexible Benefit Program during the twelve-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event

16.5.5 Notification of Changes In Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer of any change to the number of his/her dependents which affects the amount of the City payment on behalf of the employee. Changes in flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer. No retroactive payments shall be allowed.

16.6 Flexible Benefits Plan (IRS Section 125)

The City agrees to maintain the Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under his direction, the Fire Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new employees shall be twelve (12) months from date of hire. Merit increases from Step A to B will occur after twelve (12) months on the basis of merit.

The probationary period for promoted employees shall be twelve (12) months.

Any employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof.

17.3 Promotion

Any employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent

employee in the classification held prior to promotion, including his/her seniority. Those rights can only be affected for cause.

The Fire Chief may extend the probationary period in three month increments not to exceed one (1) year if he/she feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be made by the Fire Chief or their designee at regular intervals during the probationary period according to rules established by the City Manager.

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

- a) The City Manager determines that the best interests of the City will be served by promoting from within
- b) The person to be promoted meets the minimum qualifications of the promotional position
- c) Any promotional examination shall comply with the City, State and Federal rules and regulations governing competitive examinations

18.2 Vacancies in City Service

All vacancies in the City's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list used in the following order:

- a) By appointment of eligible candidates from reemployment lists;
- b) By appointment of eligible candidates from promotional lists;
- c) By appointment of eligible candidates from an open eligibility list; individuals on a lateral entry employment list may be considered for appointment.

The number of candidates on a promotional list shall exceed by two (2) the number of vacancies to be filled. Should the number of available candidates on the initial promotional list fall below two (2) available candidates, the human resource Director may certify the promotional list in accordance with the City rules and regulations.

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without loss of compensation.

18.3 Demotion

The City Manager may demote an employee who so requests it, or whose ability to perform his required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

18.4 Suspension

The City Manager may suspend an employee without pay from his/her position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days.

The Fire Chief may suspend an employee after affording due process rights for not more than three (3) working days for any one offense.

Section 19. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied classification or position in the City service, unless that employee has been offered the temporary work.

When the Fire Chief is instructed by the City Manager to reduce the number of employees, layoffs shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by job classification according to reverse order of seniority as defined by total City service
- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he previously held permanent status, provided the displaced employee has less total City service. Total City service means City service as a full-time employee
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and job specifications for the position
- (d) The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years
- (e) Former employees appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off
- (f) The City Manager may require former employees appointed from a reemployment list to undergo a physical examination, including a drug test

When a vacancy lasting more than twelve (12) consecutive months occurs within the represented ranks due to injury or illness, an employee may be promoted to fill the position on a temporary/interim basis. If the injured/sick employee should return to full unmodified duty, the Fire Chief may demote the employee in the interim position in accordance with the following rules below, (a) through (e) inclusive:

- (a) Demotion shall be by job classification filled in the interim basis according to reverse order of seniority as defined by total time in grade.
- (b) The employee to be demoted may displace the least senior employee in the lateral or next lower classification in which they previously held permanent status, provided the displace

- employee has less total time in grade. Total time in grade means service as a full-time employee in their previously held position.
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and job specifications for the position.
 - (d) The name of each employee demoted shall be entered on a Reemployment List in order of seniority for two (2) years.
 - (e) An employee demoted from an interim position will not be required to retest for the position for the duration of time in which their name is on the reemployment list.

Section 20. Separation from Service

20.1 Resignation

Any employee wishing to resign from employment shall file with the Fire Chief a notice of intention to leave at least two (2) weeks in advance. Upon completion and signing of a form disclosing the reasons for leaving, the resigning employee shall be entitled to their final paycheck following completion of their final day's work.

20.2 Reinstatement

A permanent employee who has resigned in good standing may request a reinstatement and the City Manager may reinstate such employee to a vacant position, if the City Manager determines reinstatement will be in the best interest of the service.

The City Manager may require such employee to submit to a physical examination, including a drug test, and may require the employee to serve a new probationary period. Upon reinstatement, seniority and Department seniority, with the exception of rank seniority, shall be restored to total City service incurred up to the date of the separation of employment from the City of Tracy.

20.3 Termination Interview

Employees terminating City employment, for whatever reason, shall be interviewed by their immediate supervisor who shall advise the employee of both theirs and the City's rights under the terms of resignation and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the City Manager for cause. Whenever it is the intention of the Fire Chief to discharge an employee, the City Manager shall be notified and his/her prior approval obtained.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the City Manager, the Department Directors, nor the Controller, for the purpose of making collections.

21.3 Outside Employment

Employees may be employed in other jobs but other employment shall not be a job which provides an essential emergency service that would be a conflict of interest with the fire service job.

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their City employment.

21.4 Private Use of City Equipment

No City facility or equipment shall be put to any private use without the permission of the City Manager.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

- Suspension
- Demotion/Reduction in Pay
- Discharge
- Written Reprimand

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any employee for cause. The following shall constitute cause for disciplinary action against an employee. However, cause for discipline is not limited to the following:

- (a) Fraud in securing employment
- (b) Incompetency
- (c) Inefficiency
- (d) Inexcusable neglect of duty
- (e) Insubordination
- (f) Dishonesty
- (g) Being under the influence of alcohol or controlled substance while on duty
- (h) Inexcusable absence without leave
- (i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- (j) Discourteous treatment of the public or other employees
- (k) Misuse of City property
- (l) Violation of any established City/departmental rule, regulation, policy and/or manual.

- (m) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a City employee. All disciplinary actions shall be conducted in accordance with the Firefighters Bill of Rights.

21.7 Manner of Reprimand

If the City has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

21.8 Skelly Notice

The City agrees to give an employee, who is being disciplined, at least eight (8) calendar days' notice of such disciplinary action, as provided in Section 21.5.

Section 22. Grievance Procedure

22.1 Definition

A grievance is hereby defined as any dispute that involves the interpretation or application of this agreement or disciplinary action taken against an employee, or the application of the Personnel Rules, or the application of departmental rules.

It is the expressed intent of the parties that grievances be resolved at the lowest possible administrative level. Toward this objective, the following steps are prescribed:

22.2 Confidentiality and Privacy Rights

22.2.1 Meetings and Hearings

Except as provided by the City Personnel Rules and Regulations and unless requested otherwise in writing by the grievant, all meetings and hearings for any disciplinary matter shall be private and confidential, and shall include only the parties, City representatives, and Union representatives, witnesses, and other necessary attendees.

22.2.2 Release of Arbitration Award

The parties agree that written arbitration decisions are public records. If a grievance results in a written arbitration decision and the Union releases the arbitration decision to third parties, the City may disclose any information contained within the arbitration decision to third parties. Neither the City nor Union shall release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

22.3 Procedure

Step 1 (a) Informal Discussion

The bargaining unit member or the Union representative may present the grievance orally to the immediate supervisor within ten (10) calendar days from such time as the bargaining unit member or Union should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide his/her response within ten (10) calendar days following the informal discussion.

(b) Formal Submission

Should the grievance remain unresolved, the bargaining unit member or Union representative may submit the grievance, in writing, to the Division Fire Chief. The formal submission shall be made within ten (10) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the ten (10) day period provided for informal discussion. If the grievance is not submitted within these timelines, the grievance shall be considered resolved. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules and Regulations, or Departmental Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Fire Chief, or his/her designated uniformed representative, shall render a decision in writing to the bargaining unit member and/or Union within ten (10) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by bargaining unit members shall be provided to the Union within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Union.

Step 2 Appeal to Department Head

Should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the Division Fire Chief's decision, submit the grievance in writing to the Fire Chief. The Fire Chief (or designated sworn uniformed representative) shall respond to the grievance in writing ten (10) calendar days after receipt of the grievance.

It is understood that nothing shall preclude the Union from presenting a grievance to the Fire Chief if it is deemed that such action is warranted by the nature of circumstances of the grievance.

Step 3 Bargaining Unit Member Relations Officer – Union Representative

Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step two (2) of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer. The Employee Relations Officer, or a designated representative, shall investigate the case and either respond to the grievance or meet with the bargaining unit member and/or assigned Union representative within ten (10) calendar days of submission and attempt to resolve the dispute.

Step 4 Conflict Resolution Team Process

The City and the Union encourage the grievant and the City to participate in a joint City-Union conflict resolution process. If mutually requested or agreed upon by the grievant and the City, a

Conflict Resolution Team (CRT) shall schedule a conflict resolution meeting. The Union shall appoint two members of the conflict resolution team, the Office of Personnel shall appoint one member of the conflict resolution team, and the Department shall appoint one member. While the CRT is meeting with the grievant and the City, the Union and the City may agree to extend applicable time limits. The CRT may request the assignment of a mediator from the State Conciliation and Mediation Service.

Step 5 Adjustment Board and Arbitration

Should the grievance remain unresolved, either the City or the Union may, within fourteen (14) calendar days of said meeting, submit the grievance to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Association, and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

If an Adjustment Board is unable to arrive at a majority decision, either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager, or their designated representative. If such an agreement is not reached, the arbitrator will be chosen by each party alternately striking one name at a time from the following list of arbitrators until only one name remains:

1. Bonnie Bogue
2. Morris Davis
3. John Kagel
4. Frank Silver
5. Carol Vendrillo
6. Matt Goldberg
7. Luella Nelson
8. Wilma Rader
9. Alexander Cohn
10. Fred D'Orazio

The fees and expenses of the arbitrator and of the Court Reporter, shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Decision of Adjustment Boards on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have not power to add to or subtract from the provisions of this Agreement, the Personnel Rules and Regulations, or departmental rules.

22.4 Time Limits

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Time limits prescribed in this agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member or Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the City to follow the limits unless so modified, shall cause the grievance to move to Step 2 or to Step 3, whichever is the next level.

22.5 Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

22.6 Immediate Dispute Resolution

In the event there is a dispute regarding the interpretation of application of this Agreement that imminently affects the City's interests, the Union, or a substantial number of members represented by the Union, either the City or the Union may request suspension of the grievance process as described in Section 22.3 of this Article and proceed to immediate resolution discussions with the Fire Chief, the Employee Relations Officer, and a Union representative. Such discussions shall be concluded within 45 days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of four professional neutral arbitrators, two submitted by each party when proceeding to arbitration pursuant to this section. The first arbitrator, selected at random, available within a 48 hour period shall be selected.

In any such case the arbitrator shall have not power to add to or to subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering his/her award. Pending prompt and immediate decision of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provisions of this Section shall not be invoked for actions involving individual bargaining unit member disciplinary actions or grievances.

22.7 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

22.8 Mutual Agreement on Changes

No changes in the Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or Arbitration proceedings hereunder) will be recognized unless agreed

to by the City Manager and the Association.

22.9 No Strike

The Association, its members and representatives, agree that during the term of this Memorandum of Understanding, it and they will not engage in, authorize, sanction, or support any job action including but not limited to any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or the refusal to perform customary duties.

Section 23. City Rights

Except as modified by this Memorandum of Understanding or applicable laws the City of Tracy retains the exclusive rights and functions of management including, but not limited to the following:

- (1) To direct employees
- (2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications
- (3) To dismiss employees because of lack of work or for other just cause.
- (4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the City's Rules and Regulations
- (5) To determine the mission, the budget and the organization of the City, including the number of employees and the methods and technology of performing their work
- (6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency
- (7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum of Understanding.
- (8) The City agrees to the extent required by Government Code Section 3500, etc. seq. to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions, provided that the City's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notified the Association in writing of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the City to violate any provision of this Memorandum of Understanding, and Association shall have the right to grieve any such violation as provided in Section 22.

Section 24. General Provisions

24.1 Safety

24.1.1 Safe Work Conditions

The City shall provide and maintain safe working conditions and the Association will cooperate to that end. Employees shall work in a safe manner. No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

24.1.2 Safety Equipment

The City shall continue to supply employees with all safety equipment required by the City and/or Cal/OSHA. All employees furnished such equipment or payment for such equipment shall use the equipment for the purposes and uses specified under applicable safety rules and regulations.

24.1.3 Blood Borne Pathogens

The City agrees to comply with Cal-OSHA regulations regarding Blood Borne Pathogens and ensure that all employees are trained in the proper procedures; replaces Letter of Understanding Regarding Blood Borne Pathogens, signed by TFFA President and Assistant City Manager on June 26, 2006 and July 13, 2006, respectively.

24.2 Physicals

The City shall continue to provide a complete physical examination every other year for employees under age thirty-five (35) and once a year for those age thirty-five and over.

All new employees shall pass the above physical and pass a physical fitness test, as described in Section 24.3, once per calendar year (as scheduled by the Fire Chief) as part of the minimum qualifications for employment. All new employees shall be non-smokers as part of the minimum qualifications for employment.

24.3 Physical Fitness Program

(a) Testing. All sworn personnel covered under this MOU must take a physical fitness exam every two years, as scheduled by the Fire Chief. It is the goal of this Physical Fitness Program that all employees will routinely pass the fitness test. The test components for fitness will consist of a review of medical history and a treadmill stress test with 12 lead EKG administered by the City's designated physician. Minimum standard for the fitness performance is "Bruce Protocol", level four (4) or higher.

Any employee who fails to pass the test will be placed on a supervised remediation program by the administering physician. They will be allowed to retest two times in a six-month period after the failure.

Failure to complete/pass the above testing will require the individual to participate in a remedial program to progress to minimum Department standards as prescribed by the City's physician. Reevaluation will take place in a period determined by the City's physician.

Failure to meet minimum standards at this point would require the doctor to individually reevaluate the program and participation in said program, make corrections and reevaluate in another 30-60 day period as determined by the city's doctor. If there is failure to meet minimums after the second reevaluation, the doctor shall determine if individual has the capacity to continue at full-time line capacity. The above test procedure may be used as return to work/fitness for duty as determined by the Fire Chief.

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If at any time a determination is made by the doctor that the individual performance level may cause him/her to constitute possible harm to themselves or others in the performance of their duties, they shall be removed from line duty immediately. In the event the employee is determined by the City's physician to be ineligible to return to work and is not allowed to perform alternate duties, the employee shall be referred to his/her personal primary care physician and shall be placed on sick or other accrued paid leave until a determination is made regarding the employee's fitness for duty. The employee shall be entitled to contest the determination through a second and if necessary, third tie-breaker opinion. The costs of the second/third opinions shall be paid by the employee.

An employee should promptly submit an application for Workers' Compensation Benefits if the employee is taken off work status due to the results of a physical fitness test and the employee reasonably believes that the medical condition is work related. If the employee's Workers' Compensation application is ultimately granted, the City will credit any accrued paid leave used by the employee as a result of being taken off work status.

(b) Exemptions. Short Term exemptions from the testing requirement may be given for medical reasons. Exemptions will be granted by the Fire Chief when proof of medical necessity is demonstrated.

(c) Incentive. Employees will be eligible for a paid fitness incentive after satisfactory completion of probationary status in the Fire Department. Eligible department members passing the fitness testing will be paid \$50 per month. Employees who fail a portion of the fitness testing will cease to receive this incentive immediately. The incentive will not be reinstated until after satisfactory completion of all testing elements.

(d) Workout Time. Workout time will be managed through written departmental policy. Work out periods shall be utilized by all personnel. Any required records shall be turned into the Training Officer as verification of compliance.

(e) Disciplinary Action. Any employee who fails to participate and/or is placed in the remedial program and who fails to make satisfactory progress towards fitness, as determined by the City's physician, will be referred to the Fire Chief and subject to disciplinary action up to and including termination. Employees may go to their own doctor prior to any disciplinary action.

(f) HAZMAT members. Those departmental personnel who are members of the HAZMAT team and receive the associated incentive pay shall be required to participate in additional testing beyond the above mentioned examinations. Blood work consisting of a CVC and Comprehensive Metabolic Panel (Chem Panel 20) as well as respiratory clearance in the form of a spirometry test with interpretation are required.

(g) Federal and State Laws. In order to comply with state and federal mandate changes, the City of Tracy reserves the right to alter the requirements for the Fitness Program, and this would be a meet and confer item.

(h) Future Program. If the City develops a successor program it shall meet and confer with the Association prior to implementing that new program.

24.4 Americans With Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA)

The City and the Union recognize that the City has an obligation, under law, to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If, by reason of the aforesaid requirement, the City contemplates actions, which are in potential conflict with any provision of this Memorandum of Understanding, but which are to provide reasonable accommodation to an individual employee in compliance with the ADA and FEHA, the Union will be advised of any such proposed accommodation prior to implementation by the City.

24.5 Modified Duty Assignments

The City will endeavor to provide modified duty assignments, in a nondiscriminatory manner to employees injured on the job; provided, however, that employee's injured on-duty shall be given preference for available modified duty assignments, before employees injured off the job. Such assignments shall be based upon the needs of the department and shall be within the medical limits set by the employee's treating physician.

Section 25. New Work

In the event the City introduces new work which the Association believes does not fall within any of the existing classifications, the City and the Association shall, upon written request, meet and confer with respect to the base salary or other terms and conditions of such work.

Section 26. Negotiations Start-up Date

Both the City and the Association will make every effort to start negotiation discussions at least 6 months before the expiration of the term of the agreement on or before January 15, 2018.

Section 27. Total Agreement

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties have reached agreement. Any matter not contained in this Memorandum of Understanding has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 28. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 29. Past Practices and Existing Memoranda of Understanding

The term of this agreement is from July 1, 20~~11~~¹⁸ through June 30, 20~~21~~³¹.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

~~Made and entered into this 9th day of June 2018.~~

TRACY FIREFIGHTERS' ASSOCIATION

CITY OF TRACY

By: _____
Paul O'Neal, TFFA President
~~Haruyama~~, Acting City Manager

By: _____
~~Randall Bradley~~Midori Lichtwardt~~Jennifer D.~~

By: _____
Dan L. Koontz~~Ken Martin~~, Labor Consultant,
Mastagni Law

Draft

Draft

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF TRACY

AND

THE SOUTH COUNTY FIRE CHIEF
OFFICERS ASSOCIATION
(SCFCOA)

July 1, 20~~21~~¹⁸ through June 30, 202~~31~~¹



Think Inside the Triangle™

Human Resources Department

333 Civic Center Plaza

Tracy, CA 95376

(209) 831-6150

www.cityoftracy.org~~ei.tracy.ca.us~~

SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION (SCFCOA)
July 1, 2018 through June 30, 2021

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CITY OF TRACY
SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
July 1, 20~~21~~¹⁸ – June 30, 202~~31~~³¹

Representatives of the South County Fire Chief Officers Association and representatives of the City of Tracy have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Fire Battalion Chief Bargaining Unit, freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer/employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

The Agreement shall be presented to the City Council as the joint recommendations of the undersigned for base salary and employee benefit adjustments for the period commencing July 1, 20~~21~~¹⁸ through June 30, 202~~31~~³¹.

Section 1. Recognition

1.1 Association Recognition

The South County Fire Chief Officers Association, hereinafter referred to as the "Association", is recognized as the exclusive representative as provided in the City's Employer/Employee Relations Resolution for all employees assigned to the classifications set forth below:

Fire Battalion Chief

1.2 City Recognition

The City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative is the representative of the City of Tracy, hereinafter referred to as the "City."

Section 2. No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards Military or veteran status.

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

The City shall direct employee requests to cancel or change dues deductions to the Association. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the Association is in a non-pay status for the pay period when his dues would normally be withheld, no dues withholding will be made to cover that withholding from future earnings nor will the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the base salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the City harmless against any claims made and/or any suit instituted against the City which may arise as a result of the application of this Section, including but not limited to Association dues. Any amounts paid in error shall be adjusted in subsequent payment.

3.2 Use of City Facilities and Bulletin Boards

The Association may, with the prior approval of the Fire Chief or their designee, use City facilities, during non-working hours for meetings of City employees, provided space is available.

The use of City equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Association.

The Association may use portions of City bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The City reserves the right to determine where bulletin boards shall be placed.

Section 4. Association Representatives

4.1 Attendance at Meetings by Employees

Any bargaining unit member who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee shall be entitled to Association representation at such meeting; provided, however, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary to the meeting.

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Fire Chief. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the employee organization such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall be conducted in accordance with department policy and procedures.

The Association shall designate in writing to the Personnel Officer or Human Resources Department Designee the names of the Association's officers and designated representatives.

4.3 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document. An employee shall have the right to have their written comments attached to items contained in their personnel file.

4.4 List of Employees

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), and subject to exceptions provided in Government Code Section 6254.3(c), the City shall provide the SCFCOA

with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the City of Tracy for all employees within the SCFCOA once every 120 days. In addition, a report of all SCFCOA hires will be provided to the association within 30 days of the hire date. Finally, in January of each year, the City will also provide a list of all employee orientation dates for the calendar year.

4.5 Advance Notice

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the City and directly relating to matters within the scope of representation and shall be given the opportunity to meet and confer with management representatives prior to adoption.

4.6 Firefighters Procedural Bill of Rights

The City agrees to adhere to the provisions of the Firefighters Procedural Bill of Rights (FBOR) as contained in California Government Code Sections 3250-3262, in all matters in which the provisions of the FBOR apply.

Section 5. Salary Plan

5.1 Salary

~~The salary schedule for each classification is detailed in the City of Tracy's Master Salary Schedule.~~

~~Effective the first full pay period in July of 2018 or after the date of Council approval of this Agreement, whichever is later, the salary range shall be increased by four percent (4%).~~

~~Effective the first full pay period in July 2019, the salary range shall be increased by four percent (4%).~~

~~Effective the first full pay period in July 2020, the salary range shall be increased by four percent (4%).~~

~~Effective the first full pay period in July 1, 2018 or upon approval by the City Council, whichever is latest, salary range for Fire Battalion Chief shall be increased by five percent (5%).~~

Effective the first full pay period in August, 2021 or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by three percent (3%).

Effective August 15, 2021, or upon approval by the City Council, whichever is latest, salary ranges for classifications in this unit shall be increased by two and three tenth percent (2.3%).

Effective the first full pay period in July, 2022 salary ranges for classifications in this unit shall be increased by three percent (3%).

5.2 Pay Days

~~Employees shall be paid semi-monthly on the 15th and the last day of each month. If payday falls on a Saturday or Sunday, payday is the preceding Friday. If payday falls on a holiday, then payday is the preceding workday. Employees shall be paid biweekly, every other Friday. If payday falls on a banking holiday, then payday is the preceding business day.~~ Every effort will be made to distribute paychecks to departments so that shift workers may obtain their paychecks at the end of the shift prior to payday. No employee is authorized to cash or deposit paychecks in their possession prior to the date printed on the check. The payroll period is subject to change in the future.

Routine paychecks shall be for the purpose of compensating for regular hours including but not limited to vacation and sick leave usage. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

~~All exceptions to pay, such as vacation and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.~~

5.3 Salary for New Employees

The base salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed, unless the City determines that appointment to another step is in the best interest of the service.

5.4 Salary Range

Each employee shall have a base salary range with pre-established advancement steps within the range.

Base salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Work in a Higher Classification (Out-of-Class Pay)

An employee who is assigned to perform the duties of a higher classification shall receive the pay of the higher classification for all hours so assigned. After making such assignments, the City shall not reassign for the sole purpose of avoiding payments of such higher amounts. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum of five percent (5%) increase but no less than Step A and no more than Step E of the higher classification. Details regarding the processing of Personnel Action Forms and effective dates for out-of-class pay are contained in the Administrative Procedure on Out-of-Class Pay.

5.6 CalPERS Contribution

For classic employees, the City's contract with the California Public Employee's Retirement System (CalPERS) includes the single highest year retirement formula; the CalPERS 1959 Survivor Benefit level Four (4) to all employees covered under this agreement and the three percent at 55 (3%@55) retirement benefit formula, except as set forth below. The City shall pay the employer contribution for this CalPERS retirement benefit, except as set forth.

Employee hired by the City of Tracy on or after January 1, 2013 meeting the definition of “new member” under the Public Employees’ ~~Pension Reform Retirement Law (PERL)~~ Act shall be subject to all the provisions of the ~~law PERL~~, including, but not limited to the two point seven percent at age 57 (2.7@57) retirement formula with a an average of the highest years retirement formula. three year compensation period.

Employees who receive the CalPERS retirement formula of 3% @55 shall pay the 9% of salary of employee contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by the ~~Public Employees’ Pension Reform Act PERL~~, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee or employer portion of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

Effective August 15, 2021 in accordance with CalPERS Section 20516(f), each employee in this unit shall pay 3% toward the employer’s share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee.

5.7 Advancement (Step Increases)

At the completion of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis thereafter until the attainment of Step E. All step increases shall be based on satisfactory performance as shown from the evaluation by the employee’s Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Fire Chief and approval of the City Manager.

Section 6. Hours of Work

6.1 Workweek and FLSA Work Period

The workweek for all employees shall be from Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m. and workday shall mean 7:00 a.m. to 6:59 a.m. The work period 56 hour employees shall follow the provisions under the 7K exemption of the Fair Labor Standards Act (Exception – 40 hour per week employees). The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

Section 7. Battalion Chief Coverage

7.1 Battalion Chief Coverage Stipend

Battalion Chiefs shall receive an additional stipend of \$60 per hour (\$1,440 per 24-hour shift) under the following conditions:

- Covering an additional shift due to scheduled leave and/or unscheduled absence of the assigned Battalion Chief (vacation, sick leave, etc.)

- Assigned as a Strike Team or Task Force Leader if the assignment results from an order requested by the California Office of Emergency Services (OES) and is eligible for reimbursement under the terms and conditions of the California Fire Assistance Agreement.
- Assigned as a resource or a part of a Strike Team or Task Force, and is eligible for reimbursement under the terms and conditions of the California Fire Assistance Agreement.
- Upstaffing assigned by the Fire Chief.

Stipend pay is pro-rated to the nearest quarter-hour. For out-of-county mutual aid assignments, the stipend hours paid are for all hours spent by the employee, outside of normal scheduled work hours, from portal to portal for purposes of the assignment.

Stipend Pay **shall not be paid** for Battalion Chiefs performing their required duties including but not limited to the following:

- Staff meetings
- Special projects;
- Appearances before City Council and commissions;
- Public information presentations;
- Activities involved with the completion of normal activities or programs;
- Emergencies and associated reports that extend beyond normal shift hours;
- Emergency call-back unless approved by the Fire Chief
- Coverage to allow other employees to perform the duties listed above;
- Training, ~~college coursework~~, conferences and or symposiums unless approved by the Fire Chief

During contract negotiations for a successor MOU, both parties agree to evaluate and discuss the amount of the Battalion Chief Shift Stipend within the negotiations authority granted by the governing body.

7.2 Acting (Move-up)

When a vacancy occurs in the Battalion Chief rank due to scheduled leave (e.g. vacation, sick leave, etc.) or out-of-county mutual aid response as indicated above (#2 -Battalion Chief Coverage Stipend), the incumbent Battalion Chiefs will have first right of refusal to backfill the vacancy. In the event no incumbent Battalion Chiefs volunteer to backfill the vacancy, a qualified Fire Captain may move up to temporarily act in the Battalion Chief classification.

The Fire Chief retains the right to make Acting Battalion Chief assignments at their sole discretion. Acting Battalion Chief assignments shall not be made as alternatives to promotions.

Section 8. Differentials/EMT Training

8.1 EMT Training

The Department agrees to continue to provide EMT CE (Continuing Education) as part of its regular training schedule to allow all employees to maintain ongoing EMT certification, to the extent operationally feasible.

However, in the event that an employee is on leave or does not avail themselves of the Department training opportunities, it will remain the responsibility of the employee to complete the EMT course and recertify as required. It shall be the City's responsibility to provide an EMT course or reimburse employees for the cost of taking the course or pay employees for time spent attending such courses.

8.2 Hazardous Materials Response Team

The Department intends to provide the ability to respond to and mitigate hazardous materials (Haz-Mat) incidents above the first responder level. To accomplish this, the Department policy will be followed and the department may staff each shift with Hazardous Materials Technicians/Specialists at the Fire Chief's discretion.

8.3 Bilingual Pay

Upon adoption of this Agreement, employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the City that the employee possesses the needed language skills; and,
- b. Certification from the Fire Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Fire Chief as beneficial to the City.

Section 9. Allowances

9.1 Education Reimbursement

An employee who completes a course of study will be reimbursed for books, supplies and tuition for educational course(s) if the employee obtains the written approval from the Fire Chief or the Fire Chief's express designee(s) prior to initiating the educational course(s). Educational courses that qualify for education reimbursement must be 1) taken at public and non-public accredited colleges or universities in California, or 2) be a component of a certified paramedic program, or 3) be an educational course approved by the California State Fire Marshal or 4) any other class which the Fire Chief deems appropriate and relevant to the Fire Department. A grade of "C" or better or an equivalent passing grade is required in order to receive reimbursement.

Mileage reimbursement or transportation shall only be provided for those courses the City directs (but does not merely approve) the employee to attend.

Educational reimbursement shall be capped at no more than \$2,500 paid per fiscal year. City also agrees to allow any mandatory fees as a reimbursable expense in addition to tuition, supplies and books not to exceed the cap of \$2,500.

9.2 Credit for Training

Responsibility for developing training programs for employees shall be assumed by the Fire Chief or his designee. Such training programs may include lecture courses, demonstrations,

assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. All completed training should be filed with the training officer who will then submit it to Human Resources for filing.

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed with the Human Resources Department by the Fire Chief.

9.3 Uniforms

The City shall provide each employee an annual uniform allowance of \$915. Uniform allowance will be paid separate from payroll checks and will be issued on the first paycheck by a newly hired employee and annually thereafter on June 30 or the last business day before June 30.

9.4 Equipment and Clothing Return

All City-furnished equipment and clothing remains in the ownership of the City and must be returned when an employee leaves employment.

9.4.1 Helmets

Employees retiring with 10 years or more of City of Tracy service will have the option to purchase their leather helmet from the City at a prorated fee based on the depreciation schedule as determined by the Finance Department.

9.5 Mileage Reimbursement

An employee who is required to provide transportation for the performance of their job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. It is understood that such reimbursement does not apply to commuting by employees to or from their residences. Preapproval of the Fire Chief is required for reimbursement.

9.6 Payment for Required Training

In the event that a specialized team is formed and the department requires training, the City shall pay for such training cost and time at appropriate rates.

9.7 Deferred Compensation

SCFCOA employees' shall be eligible for a City matching contribution to their deferred compensation plan. The employee will receive a City matching contribution up to percent five (5%) of their annual salary to their deferred compensation plan. The amount of the City's matching contribution will depend on the amount of the employee's contribution. For instance, a 2% employee contribution will be matched with a 2% City contribution; a 5% employee contribution will be matched with a 5% City contribution.

The City and SCFCOA will meet to discuss the options of adding a Retirement Health Savings Account.

9.8 Management and Professional Development Benefit

SCFCOA employees shall receive \$960 per calendar year to be utilized at the discretion of each individual employee for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job related expenses,

training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

Section 10. Holidays

10.1 Paid Holidays

Full-time employees on a forty (40) hour schedule shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.

The following are authorized holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Birthday (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day (4th Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- Floating Holidays (2)

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

10.2 Saturday and Sunday Holidays

Except for employees working in a seven (7) day operation, if a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday.

10.3 Holiday In-Lieu Pay

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a fifty-six (56) hour schedule shall be granted a bank of 156 hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate.

Holiday In-Lieu Pay

Holiday in-Lieu pay shall be paid to employees on a fifty-six (56) hour schedule. Holiday leave hours not used during a given six (6) month period shall be converted as follows:

12 hours of holiday leave not used = 9 hours of Holiday in-Lieu pay.

Holiday in-Lieu pay is in addition to the employee's regular base salary and shall be based on the following formula:

Annual salary (base salary + incentives in effect during the previous six month period)

divided by 2,912 hours = Holiday in-Lieu hourly rate.

Holiday in-Lieu pay will be paid on separate checks on the regular payday June 30 and December 15 with one half of the annual amount being paid on each of these dates.

10.4 Management Leave

Association Members are exempt from FLSA. In recognition of the need to devote more than fifty-six (56) hours per week to their duties, management leave in the amount of 120 hours per calendar year shall be granted to Association Members.

Section 11. Vacation Leave

11.1 Vacation Benefits

A. Employees on a forty (40) hour work week shall be entitled to annual vacation leave based on length of continuous service.

From date of employment through completion of the 5th continuous year - ninety-six (96) hours per year prorated per pay period.

From beginning of 6th year of continuous employment through completion of 10 year - one hundred and thirty-six (136) hours per year.

11-15 years of continuous employment-one hundred and seventy-six (176) hours per year.

16-20 years of continuous employment - one hundred and ninety-two (192) hours per year.

20 years or more continuous employment - eight (8) additional hours per year for each year of service.

B. Employees on a fifty-six (56) hour work week shall be entitled to annual vacation leave prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year ~~—twelve (12)~~ one hundred forty-four (144) hours of vacation per yearmonth.

For service beginning with the sixth year of continuous employment through completion of the 10th year, each employee shall accrue ~~eighteen (18) hours~~two-hundred sixteen (216) hours of vacation per yearmonth;

11-15 years of continuous employment, each employee shall accrue ~~twenty-one (21) hours~~ two hundred fifty-two (252) hours of vacation per yearmonth;

16-20 years of continuous employment, each employee shall accrue ~~twenty-four (24)~~ two hundred eighty-eight (288) hours of vacation pay per yearmonth;

20 years or more of continuous employment, each employee shall accrue ~~one (1)~~ twelve (12) additional hours per year per month for each additional year of service.

Effective the first full pay period in August, 2021 or upon approval by the City Council, whichever is latest, employees in this unit shall receive a one-time contribution of fifty-six hours (56) to the vacation leave bank which shall be used or cashed out on or before June 30, 2022.

11.2 Vacation Accumulation

Earned vacation time may be accumulated from year to year, but an employee shall not be allowed to accumulate more than two (2) times their current annual vacation entitlement. Except as provided below, an employee who has reached their maximum allowable accumulation will not accrue vacation leave until such time as their vacation leave balance drops below the applicable maximum accumulation.

With prior written approval from the City Manager, an employee may accumulate vacation leave in excess of the above-described limit. The decision of the City Manager shall be final.

11.3 Vacation Usage

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The Fire Department's vacation schedule shall be established with primary consideration for the needs of the City, but with as much regard as possible for the wishes of the employee and in accordance with current Fire Department policies. Leave may be taken only after it has been earned, subject to the above restrictions. No employee may take vacation during the first six months of employment.

11.4 Vacation Leave Special Account for Association Use

Employees may voluntarily donate vacation time, up to a maximum of twelve (12) hours per employee per calendar year to a Vacation Leave Special Account to be used by SCFCOA members in order to attend association related training and other activities. Such account shall not exceed four hundred eighty (480) hours per calendar year. Such donation shall be voluntary and not retractable as demonstrated by written request and notice provided by the employee to the City's Finance Division. Such leave shall be requested at least one (1) City Hall business day in advance. All such leave must be approved in writing by the Fire Chief or their express designee(s) in order to ensure proper accounting, record keeping, and scheduling.

11.5 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work.

The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation.

Effective the first full pay period in August, 2021 or upon approval by the City Council, whichever is latest, employees in this unit shall receive a one-time contribution of fifty-six hours (56) to the vacation leave bank which shall be used or cashed out on or before June 30, 2022.

Section 12. Sick Leave

12.1 Accrual

All regular employees shall be eligible to accrue sick leave at the following rates:

- a) Employees on a 56-hour schedule - twenty-four (24) hours of sick leave with full pay for each month of service.
- b) Employees on a 40-hour schedule shall accrue sick leave at the rate of eight (8) hours for each month of service.

For the purpose of this section, months of service shall mean consecutive calendar months.

12.2 Approval

Sick leave may be requested and used as approved by the Fire Chief. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor.

Failure to request approval of the use of sick leave prior the commencement of the shift for which leave is requested may result in loss of the sick leave privilege for the subject shift. Sick leave shall not be granted for disability arising from any sickness or injury purposely inflicted or caused by the employee's willful misconduct.

12.3 Usage

Sick leave shall be requested and granted only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family where attendance at the employee's residence is required or for emergency medical care. Each day utilized for this leave shall be subtracted from sick leave entitlement.

The City may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the department head may extend family sick leave provisions beyond six (6) days per year. For the purpose of this subsection, "immediate family" shall mean the employee's spouse or domestic partner, parents and dependent children.

Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.

12.4 Doctor's Certificate

It is understood that the City of Tracy has a legitimate concern in preventing abuse of sick leave claims. If the City has a reason to believe that sick leave is being abused, it may request that any absence be verified. The City's right to verify an absence includes the right to require a doctor's excuse at any time. The City may prescribe forms to be used for said verification.

The Fire Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of their position.

12.5 Sick Leave Upon Death

Upon death, the estate of the employee shall receive straight-time pay for all accrued sick leave in excess of 1,440 hours.

If an employee terminates or is terminated for any reasons, all accumulated sick leave shall be canceled; provided however, accumulated unused sick leave shall be credited to such employee if the employee returns to City of Tracy employment within two (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

Any employee covered by this Agreement may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the City's group health plan, at group rates, provided the City receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the City's insurance carrier regarding coverage and eligibility shall apply to the employee and their dependents.

12.7 Retiree Health Savings Account

~~The City agrees to explore a tax deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves.~~

The City agrees to reopen negotiations on the limited topic of establishing an IRS Section 115 Trust Fund ("Trust Fund") and amending sick leave conversion at retirement (see MOU section 12.6). During the first year of the MOU, the City will analyze the options available with regards to establishing a Trust Fund. During the second year of the MOU, upon the City's request, SCFCOA agrees to meet and confer in good faith with the City regarding: (1) The implementation of a Trust Fund; and (2) Reducing the amount of sick leave that an employee can convert at retirement pursuant to Section 12.6 of this MOU; however, the City agrees that any reduction to the amount of sick leave an employee may convert upon retirement shall apply on a prospective basis only. The City agrees that it will not implement nor unilaterally impose a Trust Fund without obtaining SCFCOA's mutual agreement.

12.8 Catastrophic Leave

Employees covered by this Memorandum of Understanding shall be eligible to participate in the City's Catastrophic Leave Program as described in Personnel Rules and Regulations Section 17.8 and the City's Catastrophic Leave Policy and Procedure.

Section 13. Workers' Compensation

All employees receiving disability payments under Workers' Compensation Laws shall be entitled

to industrial accident leave in accordance with state laws and employment status.

Section 14. Disability Insurance

The City shall contribute up to a maximum of \$79.00 per month to pay the premium on behalf of each represented employee as follows:

100% of the monthly premium for the LTD Plan provided by the Tracy Fire Fighters Association California Association of Professional Firefighters (CAPF).

100% of the monthly premium for the Long Term Care policy provided by the Association through the CAPF.

In no case shall the City's total monthly contribution exceed \$79.00 per month per employee. In the event the premium exceeds \$79.00 per month, the employee will be responsible to pay the difference.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the City Manager may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return shall be cause for discharge.

A leave of absence without pay up to three (3) days can be approved by the Fire Chief.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence shall be allowed not to exceed five (5) consecutive calendar days. The employee may, with the department head's permission, utilize vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse or domestic partner, child, stepchild, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the City for not less than one year shall be entitled to receive City base salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full base salary and benefits, including within-class pay step increases as would have been received had the employee remained for that period of time in active service with the City. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.
- (c) Persons employed by the City of Tracy to fill positions made vacant by employees on military leave of absence shall hold such positions subject to being laid off upon any of the said employees being restored to their former positions. Employees promoted to fill positions made vacant by employees on military leave shall hold such positions subject to being restored to their former positions upon return of the employee.

15.4 Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA)/Pregnancy Disability Leave (PDL)

The parties acknowledge the applicability of the Family and Medical Leave Act, California Family Rights Act and Pregnancy Disability Leave and intend to comply with Federal and State law and regulations.

15.5 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Any employee whose name shall be selected from the list of trial jurors to serve as juror in a civil or criminal action pending in a State or Federal Court convening in the State of California, shall be entitled to a leave of absence for all their regularly scheduled shifts during the court days of such service; provided, however, that the employee shall report to work if released from jury service prior to 5:00 PM and does not have to report to jury service the following day.

Such leaves of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings and any amount they receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee. Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.6 Voting Leave

Employees shall be granted sufficient time to vote without loss of compensation up to a maximum of two (2) hours during municipal, primary and general elections.

15.7 Absence Reports

Absence of all employees on vacation leave, sick leave, compensation leave and leaves without pay granted by the Fire Chief, shall be reported to the Human Resources Department. Such reports of absence shall indicate the hour and date of employment and regular days off included within the period of absence.

15.8 Attendance

Failure on the part of an employee absent without leave to return to duty within 24 hours after notice of return shall be cause for discharge.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided

The City offers medical insurance. During the term of this Agreement the City reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

16.1.2 New Employees

New employees hired after June 1, 2006 shall be required to select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the IRS regulations covering Flexible Benefits plans.

16.2 Dental

The City shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

16.3 Vision Care

The City shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

16.4 Life Insurance

The City provides Life Insurance in the amount of Fifty Thousand Dollars (\$50,000). This coverage will be mandatory for all employees. The City will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

16.5 Cafeteria Plan

16.5.1 City Contribution

The City shall maintain an account for each full-time employee in regular or probationary status within the City's cafeteria plan. The City shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family or employee only, to each employee's account.

16.5.2 Cash Out Options

For employees hired before July 1, 2007, the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan. For employees hired on or after July 1, 2007, each employee shall be required to select a medical plan and the cash payment shall be limited to the minimum required by law (if any).

16.5.3 Future Contributions

Future plans to which City employees subscribe, the City will increase the City's monthly

contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any City increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical, dental and/or vision plans, the City shall make a payroll deduction from the employee's pay to cover the difference in cost.

16.5.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for dental care, and/or 3) payment of premium charges for vision. The City also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or HR designee in writing on a form provided and at times designated by the City each year all information necessary to administer the Flexible Benefit Program during the twelve month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event

16.5.5 Notification of Changes In Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer of any change to the number of their dependents which affects the amount of the City payment on behalf of the employee. Changes in flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer. No retroactive payments shall be allowed.

16.6 Flexible Benefits Plan (IRS Section 125)

The City agrees to maintain the Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The City will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period

shall be considered the last portion of the selection process. Its purpose is to allow the City Manager or, under their direction, the Fire Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new employees shall be twelve (12) months. Merit increases will occur after twelve (12) months on the basis of merit.

The probationary period for promoted employees shall be twelve (12) months.

Any employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof.

17.3 Promotion

Any employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion, including their seniority. Those rights can only be affected for cause.

The Fire Chief may extend the probationary period in three month increments not to exceed one (1) year if they feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be made by the Fire Chief or their designee at regular intervals during the probationary period according to rules established by the City Manager.

Section 18. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied classification or position in the City service, unless that employee has been offered the temporary work.

When the Fire Chief is instructed by the City Manager to reduce the number of employees, layoffs shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by job classification according to reverse order of seniority as defined by total City service
- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he previously held permanent status, provided the displaced employee has less total City service. Total City service means City service as a full-time employee
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and

job specifications for the position

- (d) The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years
- (e) Former employees appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off
- (f) The City Manager may require former employees appointed from a reemployment list to undergo a physical examination, including a drug test

Section 19. Separation from Service

19.1 Resignation

Any employee wishing to resign from employment shall file with the Fire Chief a notice of intention to leave at least two (2) weeks in advance. Upon completion and signing of a form disclosing the reasons for leaving, the resigning employee shall be entitled to their final paycheck following completion of their final day's work.

19.2 Reinstatement

A permanent employee who has resigned in good standing may request a reinstatement and the City Manager may reinstate such employee to a vacant position, if the City Manager determines reinstatement will be in the best interest of the service.

The City Manager may require such employee to submit to a physical examination, including a drug test, and may require the employee to serve a new probationary period.

19.3 Discharge

An employee may be discharged at any time by the City Manager for cause. Whenever it is the intention of the Fire Chief to discharge an employee, the City Manager shall be notified and their prior approval obtained.

Section 20. Employee Conduct

20.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the City of Tracy.

20.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the City Manager, the Department Directors, nor the Controller, for the purpose of making collections.

20.3 Outside Employment

Employees may be employed in other jobs but other employment shall not be a job which

provides an essential emergency service that would be a conflict of interest with the fire service job.

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their City employment.

20.4 Private Use of City Equipment

No City facility or equipment shall be put to any private use without the permission of the City Manager.

Section 21. Conditions of Service

21.1 Service with the City of Tracy shall be regulated by the Personnel Rules and Regulations for the positions covered by this Agreement.

21.2 The Personnel Rules and Regulations are generally implemented through the City's Administrative Policies & Procedures and Departmental Guidelines.

21.3 The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules and Regulations.

21.4 Association Members have the right to appeal conditions of service through the grievance procedure contained in the Personnel Rules and Regulations.

21.5 In the event an employee receives an overpayment by the City, the employee shall reimburse the City for the total overpayment and the City may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the City may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the City Personnel Officer or designee.

Section 22. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 23. Past Practices and Existing Memoranda of Understanding

The term of this agreement is from July 1, 201~~23~~⁸ through June 30, 202~~31~~¹.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

|

|

~~Made and entered into this 4th day of September, 2018.~~

SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION

CITY OF TRACY

|

By: _____
Scott Arganbright, SCFCOA President
City Manager

By: _____
~~Randall Bradley~~Midori Lichtwardt, Acting

By: _____

By: _____

By: _____

EXHIBIT D

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A		2,113.20	4,578.60	54,943.20	26.4150
			B		2,218.87	4,807.55	57,690.62	27.7359
			C		2,329.81	5,047.92	60,575.06	29.1226
			D		2,446.30	5,300.32	63,603.80	30.5788
			E		2,568.62	5,565.34	66,784.12	32.1078
3106	Accountant*	TMMBU	A		3,322.47	7,198.69	86,384.22	41.5309
			B		3,488.59	7,558.61	90,703.34	43.6074
			C		3,663.02	7,936.54	95,238.52	45.7878
			D		3,846.16	8,333.35	100,000.16	48.0770
			E		4,038.47	8,750.02	105,000.22	50.4809
2520	Accounting Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
4201	Accounting Technician	TTSSEA	A		2,598.83	5,630.80	67,569.58	32.4854
			B		2,728.79	5,912.38	70,948.54	34.1099
			C		2,865.21	6,207.96	74,495.46	35.8151
			D		3,008.49	6,518.40	78,220.74	37.6061
			E		3,158.92	6,844.33	82,131.92	39.4865
4102	Administrative Assistant	TTSSEA	A		2,103.86	4,558.36	54,700.36	26.2983
			B		2,209.04	4,786.25	57,435.04	27.6130
			C		2,319.50	5,025.58	60,307.00	28.9938
			D		2,435.47	5,276.85	63,322.22	30.4434
			E		2,557.23	5,540.67	66,487.98	31.9654
8102	Administrative Assistant - Confidential	CONF	A		2,156.03	4,671.40	56,056.78	26.9504
			B		2,263.82	4,904.94	58,859.32	28.2978
			C		2,377.01	5,150.19	61,802.26	29.7126
			D		2,495.87	5,407.72	64,892.62	31.1984
			E		2,620.66	5,678.10	68,137.16	32.7583
4107	Administrative Technician	TTSSEA	A		2,598.83	5,630.80	67,569.58	32.4854
			B		2,728.79	5,912.38	70,948.54	34.1099
			C		2,865.21	6,207.96	74,495.46	35.8151
			D		3,008.49	6,518.40	78,220.74	37.6061
			E		3,158.92	6,844.33	82,131.92	39.4865
3510	Airport Manager*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418
5522	Animal Services Aide	TEAMSTERS	A		1,442.09	3,124.53	37,494.34	18.0261
			B		1,514.19	3,280.75	39,368.94	18.9274
			C		1,589.92	3,444.83	41,337.92	19.8740
			D		1,669.41	3,617.06	43,404.66	20.8676
			E		1,752.87	3,797.89	45,574.62	21.9109

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A		3,622.85	7,849.51	94,194.10	45.2856
			B		3,804.00	8,242.00	98,904.00	47.5500
			C		3,994.20	8,654.10	103,849.20	49.9275
			D		4,193.90	9,086.78	109,041.40	52.4238
			E		4,403.60	9,541.13	114,493.60	55.0450
5521	Animal Services Officer I	TEAMSTERS	A		2,007.11	4,348.74	52,184.86	25.0889
			B		2,107.44	4,566.12	54,793.44	26.3430
			C		2,212.80	4,794.40	57,532.80	27.6600
			D		2,323.44	5,034.12	60,409.44	29.0430
			E		2,439.63	5,285.87	63,430.38	30.4954
5523	Animal Services Officer II	TEAMSTERS	A		2,203.63	4,774.53	57,294.38	27.5454
			B		2,313.81	5,013.26	60,159.06	28.9226
			C		2,429.51	5,263.94	63,167.26	30.3689
			D		2,550.98	5,527.12	66,325.48	31.8873
			E		2,678.55	5,803.53	69,642.30	33.4819
3621	Animal Services Supervisor	TMMBU	A		2,684.44	5,816.29	69,795.44	33.5555
		NON EXEMPT	B		2,818.66	6,107.10	73,285.16	35.2333
			C		2,959.58	6,412.42	76,949.08	36.9948
			D		3,107.56	6,733.05	80,796.56	38.8445
			E		3,262.94	7,069.70	84,836.44	40.7868
2573	Assistant City Attorney*	CONF	A		6,114.64	13,248.39	158,980.64	76.4330
			B		6,420.36	13,910.78	166,929.36	80.2545
			C		6,741.38	14,606.32	175,275.88	84.2673
			D		7,078.45	15,336.64	184,039.70	88.4806
			E		7,432.36	16,103.45	193,241.36	92.9045
1502	Assistant City Manager*	DH	Min		8,906.68	19,297.81	231,573.68	111.3335
			Max		9,552.29	20,696.63	248,359.56	119.4036
2682	Assistant Director DES*	CONF	A		5,839.85	12,653.01	151,836.10	72.9981
			B		6,131.84	13,285.65	159,427.84	76.6480
			C		6,438.43	13,949.93	167,399.18	80.4804
			D		6,760.34	14,647.40	175,768.84	84.5043
			E		7,098.36	15,379.78	184,557.36	88.7295
2681	Assistant Director DES/City Engineer*	CONF	A		6,118.28	13,256.27	159,075.28	76.4785
			B		6,424.19	13,919.08	167,028.94	80.3024
			C		6,745.41	14,615.06	175,380.66	84.3176
			D		7,082.67	15,345.79	184,149.42	88.5334
			E		7,436.83	16,113.13	193,357.58	92.9604
3302	Assistant Engineer*	TMMBU	A		3,473.35	7,525.59	90,307.10	43.4169
			B		3,646.99	7,901.81	94,821.74	45.5874
			C		3,829.35	8,296.93	99,563.10	47.8669
			D		4,020.82	8,711.78	104,541.32	50.2603
			E		4,221.86	9,147.36	109,768.36	52.7733
5232	Assistant Planner	TEAMSTERS	A		2,883.29	6,247.13	74,965.54	36.0411
			B		3,027.46	6,559.50	78,713.96	37.8433
			C		3,178.83	6,887.47	82,649.58	39.7354
			D		3,337.77	7,231.84	86,782.02	41.7221
			E		3,504.66	7,593.43	91,121.16	43.8083

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2580	Assistant to the City Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
3333	Associate Engineer*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
3303	Associate Civil Engineer*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
3202	Associate Planner*	TMMBU	A		3,302.14	7,154.64	85,855.64	41.2768
			B		3,467.24	7,512.35	90,148.24	43.3405
			C		3,640.60	7,887.97	94,655.60	45.5075
			D		3,822.63	8,282.37	99,388.38	47.7829
			E		4,013.78	8,696.52	104,358.28	50.1723
4451	Box Office Assistant	TTSSEA	A		1,894.94	4,105.70	49,268.44	23.6868
			B		1,989.70	4,311.02	51,732.20	24.8713
			C		2,089.18	4,526.56	54,318.68	26.1148
			D		2,193.63	4,752.87	57,034.38	27.4204
			E		2,303.34	4,990.57	59,886.84	28.7918
4455	Box Office Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3104	Budget Officer*	CONF	A		4,436.85	9,613.18	115,358.10	55.4606
			B		4,658.69	10,093.83	121,125.94	58.2336
			C		4,891.62	10,598.51	127,182.12	61.1453
			D		5,136.21	11,128.46	133,541.46	64.2026
			E		5,393.03	11,684.90	140,218.78	67.4129
5211	Building Inspector I	TEAMSTERS	A		2,587.46	5,606.16	67,273.96	32.3433
			B		2,716.83	5,886.47	70,637.58	33.9604
			C		2,852.67	6,180.79	74,169.42	35.6584
			D		2,995.31	6,489.84	77,878.06	37.4414
			E		3,145.07	6,814.32	81,771.82	39.3134
5212	Building Inspector II	TEAMSTERS	A		3,304.61	7,159.99	85,919.86	41.3076
			B		3,469.85	7,518.01	90,216.10	43.3731
			C		3,643.33	7,893.88	94,726.58	45.5416
			D		3,825.50	8,288.58	99,463.00	47.8188
			E		4,016.76	8,702.98	104,435.76	50.2095

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5320	Building Maintenance Worker I	TEAMSTERS	A		2,196.09	4,758.20	57,098.34	27.4511
			B		2,305.90	4,996.12	59,953.40	28.8238
			C		2,421.20	5,245.93	62,951.20	30.2650
			D		2,542.26	5,508.23	66,098.76	31.7783
			E		2,669.38	5,783.66	69,403.88	33.3673
5321	Building Maintenance Worker II	TEAMSTERS	A		2,311.68	5,008.64	60,103.68	28.8960
			B		2,427.27	5,259.09	63,109.02	30.3409
			C		2,548.63	5,522.03	66,264.38	31.8579
			D		2,676.06	5,798.13	69,577.56	33.4508
			E		2,809.87	6,088.05	73,056.62	35.1234
3341	Building Official*	TMMBU	A		5,005.29	10,844.80	130,137.54	62.5661
			B		5,255.54	11,387.00	136,644.04	65.6943
			C		5,518.33	11,956.38	143,476.58	68.9791
			D		5,794.24	12,554.19	150,650.24	72.4280
			E		6,083.96	13,181.91	158,182.96	76.0495
4501	Building Permit Technician I	TTSSEA	A		2,399.55	5,199.03	62,388.30	29.9944
			B		2,519.54	5,459.00	65,508.04	31.4943
			C		2,645.50	5,731.92	68,783.00	33.0688
			D		2,777.79	6,018.55	72,222.54	34.7224
			E		2,916.68	6,319.47	75,833.68	36.4585
4502	Building Permit Technician II	TTSSEA	A		2,525.84	5,472.65	65,671.84	31.5730
			B		2,652.15	5,746.33	68,955.90	33.1519
			C		2,784.75	6,033.63	72,403.50	34.8094
			D		2,923.99	6,335.31	76,023.74	36.5499
			E		3,070.19	6,652.08	79,824.94	38.3774
1506	City Attorney*	CONTRACT			9,270.00	20,085.00	241,020.00	115.8750
3110	City Clerk*	TMMBU	A		4,447.17	9,635.54	115,626.42	55.5896
			B		4,669.54	10,117.34	121,408.04	58.3693
			C		4,903.01	10,623.19	127,478.26	61.2876
			D		5,148.16	11,154.35	133,852.16	64.3520
			E		5,405.56	11,712.05	140,544.56	67.5695
1102	City Council Member*				432.00	936.00	11,232.00	
1501	City Manager*	CONTRACT			10,094.00	21,870.33	262,444.00	126.1750
1112	City Treasurer*				496.16	1,075.01	12,900.16	
9107	Clerical	LS	A					14.0000
			B					14.7000
			C					15.4300
			D					16.2100
			E					17.0200
3155	Code Compliance Analyst*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5202	Code Enforcement Officer	TEAMSTERS	A		2,672.81	5,791.09	69,493.06	33.4101
			B		2,806.44	6,080.62	72,967.44	35.0805
			C		2,946.77	6,384.67	76,616.02	36.8346
			D		3,094.10	6,703.88	80,446.60	38.6763
			E		3,248.81	7,039.09	84,469.06	40.6101
3315	Community Preservation Manager*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
5513	Community Services Officer	TEAMSTERS	A		2,333.87	5,056.72	60,680.62	29.1734
			B		2,450.57	5,309.57	63,714.82	30.6321
			C		2,573.07	5,574.99	66,899.82	32.1634
			D		2,701.74	5,853.77	70,245.24	33.7718
			E		2,836.84	6,146.49	73,757.84	35.4605
5222	Construction Inspector I	TEAMSTERS	A		2,999.35	6,498.59	77,983.10	37.4919
			B		3,149.34	6,823.57	81,882.84	39.3668
			C		3,306.79	7,164.71	85,976.54	41.3349
			D		3,472.13	7,522.95	90,275.38	43.4016
			E		3,645.76	7,899.15	94,789.76	45.5720
5223	Construction Inspector II	TEAMSTERS	A		3,149.15	6,823.16	81,877.90	39.3644
			B		3,306.60	7,164.30	85,971.60	41.3325
			C		3,471.93	7,522.52	90,270.18	43.3991
			D		3,645.55	7,898.69	94,784.30	45.5694
			E		3,827.82	8,293.61	99,523.32	47.8478
4605	Crime Analyst	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801
5514	Crime Prevention Specialist	TEAMSTERS	A		2,417.53	5,237.98	62,855.78	30.2191
			B		2,538.44	5,499.95	65,999.44	31.7305
			C		2,665.36	5,774.95	69,299.36	33.3170
			D		2,798.60	6,063.63	72,763.60	34.9825
			E		2,938.53	6,366.82	76,401.78	36.7316
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A		2,746.55	5,950.86	71,410.30	34.3319
			B		2,883.87	6,248.39	74,980.62	36.0484
			C		3,028.05	6,560.78	78,729.30	37.8506
			D		3,179.45	6,888.81	82,665.70	39.7431
			E		3,338.42	7,233.24	86,798.92	41.7303
5517	Crime Scene Technician	TEAMSTERS	A		2,618.18	5,672.72	68,072.68	32.7273
			B		2,749.07	5,956.32	71,475.82	34.3634
			C		2,886.53	6,254.15	75,049.78	36.0816
			D		3,030.86	6,566.86	78,802.36	37.8858
			E		3,182.41	6,895.22	82,742.66	39.7801
1108	Cultural Arts Commissioner				Stipend \$50.00 per meeting			

City of Tracy
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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3162	Cultural Arts Division Manager*	TMMBU	A		4,686.93	10,155.02	121,860.18	58.5866
			B		4,921.28	10,662.77	127,953.28	61.5160
			C		5,167.35	11,195.93	134,351.10	64.5919
			D		5,425.70	11,755.68	141,068.20	67.8213
			E		5,696.98	12,343.46	148,121.48	71.2123
4459	Cultural Arts Program Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3524	Cultural Arts Supervisor*	TMMBU	A		3,622.85	7,849.51	94,194.10	45.2856
			B		3,804.00	8,242.00	98,904.00	47.5500
			C		3,994.20	8,654.10	103,849.20	49.9275
			D		4,193.90	9,086.78	109,041.40	52.4238
			E		4,403.60	9,541.13	114,493.60	55.0450
4461	Cultural Arts Technical Coordinator	TTSSEA	A		2,103.86	4,558.36	54,700.36	26.2983
			B		2,209.04	4,786.25	57,435.04	27.6130
			C		2,319.50	5,025.58	60,307.00	28.9938
			D		2,435.47	5,276.85	63,322.22	30.4434
			E		2,557.23	5,540.67	66,487.98	31.9654
3523	Cultural Arts Technical Supervisor*	TMMBU	A		3,007.51	6,516.27	78,195.26	37.5939
			B		3,157.90	6,842.12	82,105.40	39.4738
			C		3,315.79	7,184.21	86,210.54	41.4474
			D		3,481.58	7,543.42	90,521.08	43.5198
			E		3,655.67	7,920.62	95,047.42	45.6959
9552	D.A.R.E Officer	LS	A					35.3100
			B					37.0700
			C					38.9300
			D					40.8800
			E					42.9200
2571	Deputy City Attorney I*	CONF	A		4,800.76	10,401.65	124,819.76	60.0095
			B		5,040.80	10,921.73	131,060.80	63.0100
			C		5,292.84	11,467.82	137,613.84	66.1605
			D		5,557.49	12,041.23	144,494.74	69.4686
			E		5,835.35	12,643.26	151,719.10	72.9419
2572	Deputy City Attorney II*	CONF	A		5,280.84	11,441.82	137,301.84	66.0105
			B		5,544.89	12,013.93	144,167.14	69.3111
			C		5,822.14	12,614.64	151,375.64	72.7768
			D		6,113.25	13,245.38	158,944.50	76.4156
			E		6,418.90	13,907.62	166,891.40	80.2363
4116	Deputy City Clerk	TTSSEA	A		2,791.45	6,048.14	72,577.70	34.8931
			B		2,931.03	6,350.57	76,206.78	36.6379
			C		3,077.57	6,668.07	80,016.82	38.4696
			D		3,231.47	7,001.52	84,018.22	40.3934
			E		3,393.03	7,351.57	88,218.78	42.4129
1515	Director of Development Services *	DH	Min		7,145.51	15,481.95	185,783.36	89.3189
			Max		8,683.90	18,815.12	225,781.42	108.5488

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1522	Director of Finance*	DH	Min	6,666.78	14,444.69	173,336.23	83.3348
			Max	8,096.98	17,543.47	210,521.59	101.2123
1518	Director of Human Resources*	DH	Min	6,666.78	14,444.69	173,336.23	83.3348
			Max	8,096.98	17,543.46	210,521.54	101.2123
1516	Director of Parks and Recreation*	DH	Min	6,666.78	14,444.69	173,336.23	83.3348
			Max	8,096.98	17,543.46	210,521.54	101.2123
1512	Director of Public Works*	DH	Min	6,666.78	14,444.69	173,336.23	83.3348
			Max	8,096.98	17,543.46	210,521.54	101.2123
1520	Director of Utilities*	DH	Min	7,145.51	15,481.95	185,783.36	89.3189
			Max	8,683.90	18,815.12	225,781.42	108.5488
2751	Division Fire Chief*	CONF	A	5,839.70	12,652.68	151,832.20	72.9963
			B	6,131.67	13,285.29	159,423.42	76.6459
			C	6,438.27	13,949.59	167,395.02	80.4784
			D	6,760.19	14,647.08	175,764.94	84.5024
			E	7,098.20	15,379.43	184,553.20	88.7275
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,045.81	6,599.26	79,191.06	38.0726
			B	3,198.09	6,929.20	83,150.34	39.9761
			C	3,358.00	7,275.67	87,308.00	41.9750
			D	3,525.89	7,639.43	91,673.14	44.0736
			E	3,702.19	8,021.41	96,256.94	46.2774
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,502.59	7,588.95	91,067.34	43.7824
			B	3,677.72	7,968.39	95,620.72	45.9715
			C	3,861.60	8,366.80	100,401.60	48.2700
			D	4,054.69	8,785.16	105,421.94	50.6836
			E	4,257.43	9,224.43	110,693.18	53.2179
3207	Economic Development Manager*	TMMBU	A	4,329.49	9,380.56	112,566.74	54.1186
			B	4,545.96	9,849.58	118,194.96	56.8245
			C	4,773.26	10,342.06	124,104.76	59.6658
			D	5,011.92	10,859.16	130,309.92	62.6490
			E	5,262.51	11,402.11	136,825.26	65.7814
5325	Electrician	TEAMSTERS	A	3,317.38	7,187.66	86,251.88	41.4673
			B	3,483.26	7,547.06	90,564.76	43.5408
			C	3,657.44	7,924.45	95,093.44	45.7180
			D	3,840.29	8,320.63	99,847.54	48.0036
			E	4,032.31	8,736.67	104,840.06	50.4039
3711	Emergency Medical Services Manager*	TMMBU	A	3,901.19	8,452.58	101,430.94	48.7649
			B	4,096.24	8,875.19	106,502.24	51.2030
			C	4,301.05	9,318.94	111,827.30	53.7631
			D	4,516.12	9,784.93	117,419.12	56.4515
			E	4,741.90	10,274.12	123,289.40	59.2738
5221	Engineering Technician I	TEAMSTERS	A	2,640.32	5,720.69	68,648.32	33.0040
			B	2,772.33	6,006.72	72,080.58	34.6541
			C	2,910.94	6,307.04	75,684.44	36.3868
			D	3,056.49	6,622.40	79,468.74	38.2061
			E	3,209.33	6,953.55	83,442.58	40.1166

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5225	Engineering Technician II	TEAMSTERS	A		2,772.34	6,006.74	72,080.84	34.6543
			B		2,910.96	6,307.08	75,684.96	36.3870
			C		3,056.51	6,622.44	79,469.26	38.2064
			D		3,209.36	6,953.61	83,443.36	40.1170
			E		3,369.79	7,301.21	87,614.54	42.1224
3412	Environmental Compliance Analyst	TMMBU	A		3,045.81	6,599.26	79,191.06	38.0726
		Non-Exempt	B		3,198.09	6,929.20	83,150.34	39.9761
			C		3,358.00	7,275.67	87,308.00	41.9750
			D		3,525.89	7,639.43	91,673.14	44.0736
			E		3,702.19	8,021.41	96,256.94	46.2774
5424	Environmental Compliance Technician	TEAMSTERS	A		2,197.75	4,761.79	57,141.50	27.4719
			B		2,307.65	4,999.91	59,998.90	28.8456
			C		2,423.01	5,249.86	62,998.26	30.2876
			D		2,544.16	5,512.35	66,148.16	31.8020
			E		2,671.40	5,788.03	69,456.40	33.3925
5313	Equipment Mechanic I	TEAMSTERS	A		2,426.53	5,257.48	63,089.78	30.3316
			B		2,547.85	5,520.34	66,244.10	31.8481
			C		2,675.24	5,796.35	69,556.24	33.4405
			D		2,809.00	6,086.17	73,034.00	35.1125
			E		2,949.45	6,390.48	76,685.70	36.8681
5314	Equipment Mechanic II	TEAMSTERS	A		2,547.84	5,520.32	66,243.84	31.8480
			B		2,675.24	5,796.35	69,556.24	33.4405
			C		2,808.99	6,086.15	73,033.74	35.1124
			D		2,949.45	6,390.48	76,685.70	36.8681
			E		3,096.91	6,709.97	80,519.66	38.7114
4108	Executive Assistant	TTSSEA	A		2,559.25	5,545.04	66,540.50	31.9906
			B		2,687.21	5,822.29	69,867.46	33.5901
			C		2,821.57	6,113.40	73,360.82	35.2696
			D		2,962.66	6,419.10	77,029.16	37.0333
			E		3,110.79	6,740.05	80,880.54	38.8849
8108	Executive Assistant - Confidential	CONF	A		2,622.72	5,682.56	68,190.72	32.7840
			B		2,753.86	5,966.70	71,600.36	34.4233
			C		2,891.55	6,265.03	75,180.30	36.1444
			D		3,036.12	6,578.26	78,939.12	37.9515
			E		3,187.93	6,907.18	82,886.18	39.8491
2581	Executive Assistant to City Manager	CONF	A		2,995.32	6,489.86	77,878.32	37.4415
			B		3,145.08	6,814.34	81,772.08	39.3135
			C		3,302.33	7,155.05	85,860.58	41.2791
			D		3,467.46	7,512.83	90,153.96	43.3433
			E		3,640.82	7,888.44	94,661.32	45.5103
9635	Facility Attendant	LS	A					18.4800
			B					19.4000
			C					20.3700
			D					21.3900
			E					22.4600

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3715	Fire Battalion Chief*	SCFCOA	A		4,873.32	10,558.86	126,706.32	43.5118
			B		5,116.97	11,086.77	133,041.22	45.6872
			C		5,372.82	11,641.11	139,693.32	47.9716
			D		5,641.46	12,223.16	146,677.96	50.3702
			E		5,923.54	12,834.34	154,012.04	52.8888
7105	Fire Captain	TFFA	A		3,708.45	8,034.98	96,419.70	33.1112
			B		3,894.00	8,437.00	101,244.00	34.7679
			C		4,088.57	8,858.57	106,302.82	36.5051
			D		4,293.00	9,301.50	111,618.00	38.3304
			E		4,507.65	9,766.58	117,198.90	40.2469
1514	Fire Chief*	DH	Min		7,145.51	15,481.95	185,783.36	89.3189
			Max		8,683.90	18,815.12	225,781.42	108.5488
7103	Fire Engineer	TFFA	A		3,263.85	7,071.68	84,860.10	29.1415
			B		3,427.02	7,425.21	89,102.52	30.5984
			C		3,598.39	7,796.51	93,558.14	32.1285
			D		3,778.31	8,186.34	98,236.06	33.7349
			E		3,967.23	8,595.67	103,147.98	35.4217
5213	Fire Inspector	TEAMSTERS	A		3,147.24	6,819.02	81,828.24	39.3405
			B		3,304.61	7,159.99	85,919.86	41.3076
			C		3,469.85	7,518.01	90,216.10	43.3731
			D		3,643.33	7,893.88	94,726.58	45.5416
			E		3,825.50	8,288.58	99,463.00	47.8188
2752	Fire Marshal*	CONF	A		5,129.43	11,113.77	133,365.18	64.1179
			B		5,385.89	11,669.43	140,033.14	67.3236
			C		5,655.19	12,252.91	147,034.94	70.6899
			D		5,937.96	12,865.58	154,386.96	74.2245
			E		6,234.85	13,508.84	162,106.10	77.9356
9563	Fire Reserve	LS	A					14.0000
								14.7000
								15.4300
								16.2100
								17.0200
7102	Firefighter	TFFA	A		2,891.53	6,264.98	75,179.78	25.8172
			B		3,036.08	6,578.17	78,938.08	27.1079
			C		3,187.90	6,907.12	82,885.40	28.4634
			D		3,347.28	7,252.44	87,029.28	29.8864
			E		3,514.65	7,615.08	91,380.90	31.3808
					439.33	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	A					24.5600
					(70% OF STEP A, FIREFIGHTER)			
7108	Firefighter/Paramedic	TFFA	A		3,253.13	7,048.45	84,581.38	29.0458
			B		3,415.79	7,400.88	88,810.54	30.4981
			C		3,586.58	7,770.92	93,251.08	32.0230
			D		3,765.91	8,159.47	97,913.66	33.6242
			E		3,954.21	8,567.46	102,809.46	35.3054

City of Tracy
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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3404	Fleet Supervisor*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418
3120	GIS Analyst *	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
4206	GIS Technician	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801
2511	Human Resources Analyst I*	CONF	A		3,121.35	6,762.93	81,155.10	39.0169
			B		3,277.42	7,101.08	85,212.92	40.9678
			C		3,441.27	7,456.09	89,473.02	43.0159
			D		3,613.34	7,828.90	93,946.84	45.1668
			E		3,794.01	8,220.36	98,644.26	47.4251
2512	Human Resources Analyst II*	CONF	A		3,589.45	7,777.14	93,325.70	44.8681
			B		3,768.92	8,165.99	97,991.92	47.1115
			C		3,957.36	8,574.28	102,891.36	49.4670
			D		4,155.24	9,003.02	108,036.24	51.9405
			E		4,363.01	9,453.19	113,438.26	54.5376
2562	Human Resources Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
4301	Human Resources Technician	CONF	A		2,663.29	5,770.46	69,245.54	33.2911
			B		2,796.46	6,059.00	72,707.96	34.9558
			C		2,936.28	6,361.94	76,343.28	36.7035
			D		3,083.10	6,680.05	80,160.60	38.5388
			E		3,237.25	7,014.04	84,168.50	40.4656
4204	Information Systems Technician I	TTSSEA	A		2,465.55	5,342.03	64,104.30	30.8194
			B		2,588.83	5,609.13	67,309.58	32.3604
			C		2,718.28	5,889.61	70,675.28	33.9785
			D		2,854.19	6,184.08	74,208.94	35.6774
			E		2,996.90	6,493.28	77,919.40	37.4613
4205	Information Systems Technician II	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2553	Information Technology Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
3111	Information Technology Specialist*	TMMBU	A		3,402.46	7,372.00	88,463.96	42.5308
			B		3,572.60	7,740.63	92,887.60	44.6575
			C		3,751.22	8,127.64	97,531.72	46.8903
			D		3,938.77	8,534.00	102,408.02	49.2346
			E		4,135.71	8,960.71	107,528.46	51.6964
5413	Instrumentation Technician	TEAMSTERS	A		3,080.01	6,673.36	80,080.26	38.5001
			B		3,234.01	7,007.02	84,084.26	40.4251
			C		3,395.72	7,357.39	88,288.72	42.4465
			D		3,565.49	7,725.23	92,702.74	44.5686
			E		3,743.77	8,111.50	97,338.02	46.7971
9108	Intern-Generalist	LS	A					19.1800
			B					20.1400
			C					21.1500
			D					22.2000
			E					23.3100
5224	Junior Engineer	TEAMSTERS	A		3,049.14	6,606.47	79,277.64	38.1143
			B		3,201.59	6,936.78	83,241.34	40.0199
			C		3,361.66	7,283.60	87,403.16	42.0208
			D		3,529.75	7,647.79	91,773.50	44.1219
			E		3,706.24	8,030.19	96,362.24	46.3280
5423	Laboratory Quality Assurance Officer*	TMMBU	A		2,829.70	6,131.02	73,572.20	35.3713
			B		2,971.20	6,437.60	77,251.20	37.1400
			C		3,119.76	6,759.48	81,113.76	38.9970
			D		3,275.74	7,097.43	85,169.24	40.9468
			E		3,439.53	7,452.32	89,427.78	42.9941
5421	Laboratory Technician I	TEAMSTERS	A		2,395.98	5,191.29	62,295.48	29.9498
			B		2,515.76	5,450.81	65,409.76	31.4470
			C		2,641.57	5,723.40	68,680.82	33.0196
			D		2,773.64	6,009.55	72,114.64	34.6705
			E		2,912.31	6,310.01	75,720.06	36.4039
5422	Laboratory Technician II	TEAMSTERS	A		2,504.04	5,425.42	65,105.04	31.3005
			B		2,629.24	5,696.69	68,360.24	32.8655
			C		2,760.71	5,981.54	71,778.46	34.5089
			D		2,898.74	6,280.60	75,367.24	36.2343
			E		3,043.67	6,594.62	79,135.42	38.0459
3508	Landscape Architect*	TMMBU	A		3,852.85	8,347.84	100,174.10	48.1606
			B		4,045.49	8,765.23	105,182.74	50.5686
			C		4,247.76	9,203.48	110,441.76	53.0970
			D		4,460.15	9,663.66	115,963.90	55.7519
			E		4,683.17	10,146.87	121,762.42	58.5396

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4109	Legal Secretary	CONF	A		2,860.68	6,198.14	74,377.68	35.7585
			B		3,003.71	6,508.04	78,096.46	37.5464
			C		3,153.90	6,833.45	82,001.40	39.4238
			D		3,311.60	7,175.13	86,101.60	41.3950
			E		3,477.18	7,533.89	90,406.68	43.4648
9636	Lifeguard	LS	A					14.0000
			B					14.7000
			C					15.4300
			D					16.2100
			E					17.0200
9303	Maintenance Aide	LS	A					15.6800
			B					16.4600
			C					17.2900
			D					18.1500
			E					19.0600
5301	Maintenance Worker I	TEAMSTERS	A		1,786.00	3,869.67	46,436.00	22.3250
			B		1,875.31	4,063.17	48,758.06	23.4414
			C		1,969.07	4,266.32	51,195.82	24.6134
			D		2,067.52	4,479.63	53,755.52	25.8440
			E		2,170.90	4,703.62	56,443.40	27.1363
5303	Maintenance Worker II	TEAMSTERS	A		2,268.56	4,915.21	58,982.56	28.3570
			B		2,381.99	5,160.98	61,931.74	29.7749
			C		2,501.08	5,419.01	65,028.08	31.2635
			D		2,626.13	5,689.95	68,279.38	32.8266
			E		2,757.43	5,974.43	71,693.18	34.4679
3151	Management Analyst I*	TMMBU	A		3,045.81	6,599.26	79,191.06	38.0726
			B		3,198.09	6,929.20	83,150.34	39.9761
			C		3,358.00	7,275.67	87,308.00	41.9750
			D		3,525.89	7,639.43	91,673.14	44.0736
			E		3,702.19	8,021.41	96,256.94	46.2774
3152	Management Analyst II*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
1101	Mayor*				478.15	1,036.00	12,432.00	
3527	Media Services Supervisor	TMMBU	A		3,007.51	6,516.27	78,195.26	37.5939
		Non-Exempt	B		3,157.90	6,842.12	82,105.40	39.4738
			C		3,315.79	7,184.21	86,210.54	41.4474
			D		3,481.58	7,543.42	90,521.08	43.5198
			E		3,655.67	7,920.62	95,047.42	45.6959
5531	Meter Reader	TEAMSTERS	A		1,547.54	3,353.00	40,236.04	19.3443
			B		1,624.91	3,520.64	42,247.66	20.3114
			C		1,706.16	3,696.68	44,360.16	21.3270
			D		1,791.46	3,881.50	46,577.96	22.3933
			E		1,881.04	4,075.59	48,907.04	23.5130

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4105	Office Assistant	TTSSEA	A	1,722.68	3,732.47	44,789.68	21.5335
			B	1,808.80	3,919.07	47,028.80	22.6100
			C	1,899.25	4,115.04	49,380.50	23.7406
			D	1,994.22	4,320.81	51,849.72	24.9278
			E	2,093.93	4,536.85	54,442.18	26.1741
1107	Parks Commissioner		Stipend of \$50.00 per meeting				
3509	Parks Planning & Development Manager*	TMMBU	A	3,852.85	8,347.84	100,174.10	48.1606
			B	4,045.49	8,765.23	105,182.74	50.5686
			C	4,247.76	9,203.48	110,441.76	53.0970
			D	4,460.15	9,663.66	115,963.90	55.7519
			E	4,683.17	10,146.87	121,762.42	58.5396
3306	Plan Check Engineer*	TMMBU	A	4,690.57	10,162.90	121,954.82	58.6321
			B	4,925.10	10,671.05	128,052.60	61.5638
			C	5,171.36	11,204.61	134,455.36	64.6420
			D	5,429.93	11,764.85	141,178.18	67.8741
			E	5,701.43	12,353.10	148,237.18	71.2679
5214	Plan Examiner I	TEAMSTERS	A	3,225.31	6,988.17	83,858.06	40.3164
			B	3,386.61	7,337.66	88,051.86	42.3326
			C	3,555.93	7,704.52	92,454.18	44.4491
			D	3,733.71	8,089.71	97,076.46	46.6714
			E	3,920.42	8,494.24	101,930.92	49.0053
5215	Plan Examiner II	TEAMSTERS	A	3,395.07	7,355.99	88,271.82	42.4384
			B	3,564.85	7,723.84	92,686.10	44.5606
			C	3,743.08	8,110.01	97,320.08	46.7885
			D	3,930.22	8,515.48	102,185.72	49.1278
			E	4,126.76	8,941.31	107,295.76	51.5845
1106	Planning Commissioner		Stipend of \$50.00 per meeting				
4506	Planning Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
6212	Police Captain*	TPMA	A	5,903.58	12,791.09	153,493.08	73.7948
			B	6,198.77	13,430.67	161,168.02	77.4846
			C	6,508.69	14,102.16	169,225.94	81.3586
			D	6,834.13	14,807.28	177,687.38	85.4266
			E	7,175.87	15,547.72	186,572.62	89.6984
1513	Police Chief*	DH	Min	7,591.04	16,447.26	197,367.07	94.8880
			Max	9,226.99	19,991.81	239,901.77	115.3374
6103	Police Corporal	TPOA	A	4,064.87	8,129.74	97,556.88	46.9005
			B	4,268.13	8,536.26	102,435.12	49.2458
			C	4,481.54	8,963.08	107,556.96	51.7081
			D	4,705.63	9,411.26	112,935.12	54.2936
			E	4,940.90	9,881.80	118,581.60	57.0082

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9501	Police Intern/Parking Enforcement Officer	LS	A					18.2000
			B					19.1100
			C					20.0700
			D					21.0700
			E					22.1200
6211	Police Lieutenant*	TPMA	A		5,109.41	11,070.39	132,844.66	63.8676
			B		5,364.87	11,623.89	139,486.62	67.0609
			C		5,633.13	12,205.12	146,461.38	70.4141
			D		5,914.78	12,815.36	153,784.28	73.9348
			E		6,210.51	13,456.11	161,473.26	77.6314
6102	Police Officer	TPOA	A	3,695.34		7,390.68	88,688.16	42.6369
			B	3,880.11		7,760.22	93,122.64	44.7688
			C	4,074.12		8,148.24	97,778.88	47.0073
			D	4,277.85		8,555.70	102,668.40	49.3579
			E	4,491.73		8,983.46	107,801.52	51.8257
9517	Police Range Master	LS	A					30.2600
			B					31.7700
			C					33.3600
			D					35.0300
			E					36.7800
4103	Police Records Assistant I	TTSSEA	A		2,135.53	4,626.98	55,523.78	26.6941
			B		2,242.32	4,858.36	58,300.32	28.0290
			C		2,354.45	5,101.31	61,215.70	29.4306
			D		2,472.15	5,356.33	64,275.90	30.9019
			E		2,595.76	5,624.15	67,489.76	32.4470
4104	Police Records Assistant II	TTSSEA	A		2,242.29	4,858.30	58,299.54	28.0286
			B		2,354.43	5,101.27	61,215.18	29.4304
			C		2,472.12	5,356.26	64,275.12	30.9015
			D		2,595.73	5,624.08	67,488.98	32.4466
			E		2,725.52	5,905.29	70,863.52	34.0690
3626	Police Records Supervisor*	TMMBU	A		3,060.95	6,632.06	79,584.70	38.2619
			B		3,214.01	6,963.69	83,564.26	40.1751
			C		3,374.70	7,311.85	87,742.20	42.1838
			D		3,543.45	7,677.48	92,129.70	44.2931
			E		3,720.60	8,061.30	96,735.60	46.5075
9551	Police Reserve	LS	A					39.3700
6105	Police Sergeant	TPOA	A	4,453.10		8,906.20	106,874.40	51.3799
			B	4,675.78		9,351.56	112,218.72	53.9492
			C	4,909.58		9,819.16	117,829.92	56.6468
			D	5,155.05		10,310.10	123,721.20	59.4791
			E	5,412.81		10,825.62	129,907.44	62.4531
2712	Police Support Operations Manager*	CONF	A		5,436.48	11,779.04	141,348.48	67.9560
			B		5,708.31	12,368.01	148,416.06	71.3539
			C		5,993.71	12,986.37	155,836.46	74.9214
			D		6,293.39	13,635.68	163,628.14	78.6674
			E		6,608.07	14,317.49	171,809.82	82.6009

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4701	Police Support Services Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
6101	Police Trainee (Non-Sworn)	TPOA	A	3,213.24	6,426.48	77,117.76	37.0744
9638	Pool Manager	LS	A				19.8900
			B				20.8900
			C				21.9300
			D				23.0300
			E				24.1800
9533	Professional Standards Officer	LS	A				50.4400
			B				52.9600
			C				55.6100
			D				58.3900
			E				61.3100
9110	Program Assistant	LS	Min				14.0000
			Max				24.1000
9231	Project Specialist I	LS	Min				14.0000
			Max				46.6800
9232	Project Specialist II	LS	Min				46.6900
			Max				131.5900
5518	Property and Evidence Technician	TEAMSTERS	A	2,303.09	4,990.03	59,880.34	28.7886
			B	2,418.23	5,239.50	62,873.98	30.2279
			C	2,539.16	5,501.51	66,018.16	31.7395
			D	2,666.12	5,776.59	69,319.12	33.3265
			E	2,799.41	6,065.39	72,784.66	34.9926
2585	Public Information Officer*	CONF	A	3,589.45	7,777.14	93,325.70	44.8681
			B	3,768.92	8,165.99	97,991.92	47.1115
			C	3,957.36	8,574.28	102,891.36	49.4670
			D	4,155.24	9,003.02	108,036.24	51.9405
			E	4,363.01	9,453.19	113,438.26	54.5376
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,248.37	7,038.14	84,457.62	40.6046
			B	3,410.78	7,390.02	88,680.28	42.6348
			C	3,581.33	7,759.55	93,114.58	44.7666
			D	3,760.39	8,147.51	97,770.14	47.0049
			E	3,948.42	8,554.91	102,658.92	49.3553
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,660.74	5,764.94	69,179.24	33.2593
			B	2,793.76	6,053.15	72,637.76	34.9220
			C	2,933.45	6,355.81	76,269.70	36.6681
			D	3,080.12	6,673.59	80,083.12	38.5015
			E	3,234.15	7,007.33	84,087.90	40.4269

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5503	Public Safety Dispatcher II	TEAMSTERS	A		2,919.04	6,324.59	75,895.04	36.4880
			B		3,064.98	6,640.79	79,689.48	38.3123
			C		3,218.24	6,972.85	83,674.24	40.2280
			D		3,379.15	7,321.49	87,857.90	42.2394
			E		3,548.11	7,687.57	92,250.86	44.3514
9512	Public Safety Dispatcher II - Per Diem	LS	A					32.1500
			B					33.7600
			C					35.4400
			D					37.2200
			E					39.0800
3401	Public Works Superintendent*	TMMBU	A		4,047.63	8,769.87	105,238.38	50.5954
			B		4,250.02	9,208.38	110,500.52	53.1253
			C		4,462.52	9,668.79	116,025.52	55.7815
			D		4,685.65	10,152.24	121,826.90	58.5706
			E		4,919.92	10,659.83	127,917.92	61.4990
3405	Public Works Supervisor*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418
9631	Recreation Leader I	LS	A					14.0000
			B					14.7000
			C					15.4400
			D					16.2000
			E					17.0200
9632	Recreation Leader II	LS	A					17.5400
			B					18.4100
			C					19.3300
			D					20.3000
			E					21.3200
9633	Recreation Leader III	LS	A					19.8900
			B					20.8900
			C					21.9300
			D					23.0300
			E					24.1800
4401	Recreation Program Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3513	Recreation Services Manager*	TMMBU	A		3,985.11	8,634.41	103,612.86	49.8139
			B		4,184.38	9,066.16	108,793.88	52.3048
			C		4,393.59	9,519.45	114,233.34	54.9199
			D		4,613.28	9,995.44	119,945.28	57.6660
			E		4,843.94	10,495.20	125,942.44	60.5493

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3505	Recreation Services Supervisor*	TMMBU	A		3,622.84	7,849.49	94,193.84	45.2855
			B		3,803.99	8,241.98	98,903.74	47.5499
			C		3,994.19	8,654.08	103,848.94	49.9274
			D		4,193.89	9,086.76	109,041.14	52.4236
			E		4,403.58	9,541.09	114,493.08	55.0448
9626	Recreation Specialized Instructor	LS	Min					14.0000
			Max					49.6600
4113	Senior Account Clerk	TTSSEA	A		2,329.23	5,046.67	60,559.98	29.1154
			B		2,445.69	5,299.00	63,587.94	30.5711
			C		2,567.98	5,563.96	66,767.48	32.0998
			D		2,696.39	5,842.18	70,106.14	33.7049
			E		2,831.19	6,134.25	73,610.94	35.3899
3105	Senior Accountant*	TMMBU	A		3,764.80	8,157.07	97,884.80	47.0600
			B		3,953.05	8,564.94	102,779.30	49.4131
			C		4,150.70	8,993.18	107,918.20	51.8838
			D		4,358.24	9,442.85	113,314.24	54.4780
			E		4,576.16	9,915.01	118,980.16	57.2020
4202	Senior Accounting Technician	TTSSEA	A		3,020.32	6,544.03	78,528.32	37.7540
			B		3,171.34	6,871.24	82,454.84	39.6418
			C		3,329.92	7,214.83	86,577.92	41.6240
			D		3,496.42	7,575.58	90,906.92	43.7053
			E		3,671.25	7,954.38	95,452.50	45.8906
5323	Senior Building Maintenance Worker	TEAMSTERS	A		2,560.67	5,548.12	66,577.42	32.0084
			B		2,688.69	5,825.50	69,905.94	33.6086
			C		2,823.12	6,116.76	73,401.12	35.2890
			D		2,964.29	6,422.63	77,071.54	37.0536
			E		3,112.52	6,743.79	80,925.52	38.9065
3304	Senior Civil Engineer*	TMMBU	A		4,690.70	10,163.18	121,958.20	58.6338
			B		4,925.23	10,671.33	128,055.98	61.5654
			C		5,171.50	11,204.92	134,459.00	64.6438
			D		5,430.08	11,765.17	141,182.08	67.8760
			E		5,701.58	12,353.42	148,241.08	71.2698
5315	Senior Equipment Mechanic	TEAMSTERS	A		2,675.25	5,796.38	69,556.50	33.4406
			B		2,809.00	6,086.17	73,034.00	35.1125
			C		2,949.46	6,390.50	76,685.96	36.8683
			D		3,096.92	6,709.99	80,519.92	38.7115
			E		3,251.77	7,045.50	84,546.02	40.6471
4208	Senior Information Systems Technician	TTSSEA	A		3,118.90	6,757.62	81,091.40	38.9863
			B		3,274.85	7,095.51	85,146.10	40.9356
			C		3,438.60	7,450.30	89,403.60	42.9825
			D		3,610.53	7,822.82	93,873.78	45.1316
			E		3,791.05	8,213.94	98,567.30	47.3881
9637	Senior Lifeguard	LS	A					17.5400
			B					18.4100
			C					19.3300
			D					20.3000
			E					21.3200

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5305	Senior Maintenance Worker	TEAMSTERS	A		2,497.45	5,411.14	64,933.70	31.2181
			B		2,622.30	5,681.65	68,179.80	32.7788
			C		2,753.42	5,965.74	71,588.92	34.4178
			D		2,891.10	6,264.05	75,168.60	36.1388
			E		3,035.64	6,577.22	78,926.64	37.9455
3203	Senior Planner*	TMMBU	A		4,021.02	8,712.21	104,546.52	50.2628
			B		4,222.07	9,147.82	109,773.82	52.7759
			C		4,433.18	9,605.22	115,262.68	55.4148
			D		4,654.84	10,085.49	121,025.84	58.1855
			E		4,887.58	10,589.76	127,077.08	61.0948
4410	Senior Police Records Assistant	TTSSEA	A		2,466.52	5,344.13	64,129.52	30.8315
			B		2,589.87	5,611.39	67,336.62	32.3734
			C		2,719.33	5,891.88	70,702.58	33.9916
			D		2,855.30	6,186.48	74,237.80	35.6913
			E		2,998.07	6,495.82	77,949.82	37.4759
5504	Senior Public Safety Dispatcher	TEAMSTERS	A		3,064.98	6,640.79	79,689.48	38.3123
			B		3,218.24	6,972.85	83,674.24	40.2280
			C		3,379.15	7,321.49	87,857.90	42.2394
			D		3,548.11	7,687.57	92,250.86	44.3514
			E		3,725.53	8,071.98	96,863.78	46.5691
5356	Senior Utilities Worker	TEAMSTERS	A		2,622.79	5,682.71	68,192.54	32.7849
			B		2,753.81	5,966.59	71,599.06	34.4226
			C		2,891.42	6,264.74	75,176.92	36.1428
			D		3,036.44	6,578.95	78,947.44	37.9555
			E		3,187.23	6,905.67	82,867.98	39.8404
3343	Supervising Building Inspector*	TMMBU	A		3,599.96	7,799.91	93,598.96	44.9995
			B		3,779.96	8,189.91	98,278.96	47.2495
			C		3,968.96	8,599.41	103,192.96	49.6120
			D		4,167.41	9,029.39	108,352.66	52.0926
			E		4,375.78	9,480.86	113,770.28	54.6973
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A		3,752.51	8,130.44	97,565.26	46.9064
			B		3,940.14	8,536.97	102,443.64	49.2518
			C		4,137.15	8,963.83	107,565.90	51.7144
			D		4,343.99	9,411.98	112,943.74	54.2999
			E		4,561.19	9,882.58	118,590.94	57.0149
3117	System Administrator*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
9361	Theatre Technician	LS	A					28.8400
			B					30.2800
			C					31.8000
			D					33.3900
			E					35.0600

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4420	Transit Coordinator	TTSSEA	A	2,505.31	5,428.17	65,138.06	31.3164
			B	2,630.59	5,699.61	68,395.34	32.8824
			C	2,762.11	5,984.57	71,814.86	34.5264
			D	2,900.21	6,283.79	75,405.46	36.2526
			E	3,045.22	6,597.98	79,175.72	38.0653
3515	Transit Manager*	TMMBU	A	3,901.95	8,454.23	101,450.70	48.7744
			B	4,097.03	8,876.90	106,522.78	51.2129
			C	4,301.90	9,320.78	111,849.40	53.7738
			D	4,516.98	9,786.79	117,441.48	56.4623
			E	4,742.83	10,276.13	123,313.58	59.2854
1109	Transportation Commissioner		Stipend \$50.00 per meeting				
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,047.63	8,769.87	105,238.38	50.5954
			B	4,250.02	9,208.38	110,500.52	53.1253
			C	4,462.52	9,668.79	116,025.52	55.7815
			D	4,685.65	10,152.24	121,826.90	58.5706
			E	4,919.92	10,659.83	127,917.92	61.4990
5350	Utilities Worker I	TEAMSTERS	A	1,874.60	4,061.63	48,739.60	23.4325
			B	1,968.54	4,265.17	51,182.04	24.6068
			C	2,066.59	4,477.61	53,731.34	25.8324
			D	2,170.42	4,702.58	56,430.92	27.1303
			E	2,280.01	4,940.02	59,280.26	28.5001
5353	Utilities Worker II	TEAMSTERS	A	2,381.36	5,159.61	61,915.36	29.7670
			B	2,500.84	5,418.49	65,021.84	31.2605
			C	2,625.26	5,688.06	68,256.76	32.8158
			D	2,757.10	5,973.72	71,684.60	34.4638
			E	2,894.71	6,271.87	75,262.46	36.1839
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,124.00	8,935.33	107,224.00	51.5500
			B	4,330.18	9,382.06	112,584.68	54.1273
			C	4,546.70	9,851.18	118,214.20	56.8338
			D	4,774.03	10,343.73	124,124.78	59.6754
			E	5,012.73	10,860.92	130,330.98	62.6591
3423	Utility Maintenance Superintendent*	TMMBU	A	4,200.33	9,100.72	109,208.58	52.5041
			B	4,410.34	9,555.74	114,668.84	55.1293
			C	4,630.85	10,033.51	120,402.10	57.8856
			D	4,862.40	10,535.20	126,422.40	60.7800
			E	5,105.51	11,061.94	132,743.26	63.8189
3410	Utility Maintenance Supervisor*	TMMBU	A	3,500.26	7,583.90	91,006.76	43.7533
			B	3,675.28	7,963.11	95,557.28	45.9410
			C	3,859.04	8,361.25	100,335.04	48.2380
			D	4,052.00	8,779.33	105,352.00	50.6500
			E	4,254.60	9,218.30	110,619.60	53.1825
5411	Utility Mechanic I	TEAMSTERS	A	2,805.51	6,078.61	72,943.26	35.0689
			B	2,945.79	6,382.55	76,590.54	36.8224
			C	3,093.07	6,701.65	80,419.82	38.6634
			D	3,247.73	7,036.75	84,440.98	40.5966
			E	3,410.11	7,388.57	88,662.86	42.6264

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5412	Utility Mechanic II	TEAMSTERS	A		2,875.63	6,230.53	74,766.38	35.9454
			B		3,019.42	6,542.08	78,504.92	37.7428
			C		3,170.39	6,869.18	82,430.14	39.6299
			D		3,328.90	7,212.62	86,551.40	41.6113
			E		3,495.35	7,573.26	90,879.10	43.6919
5404	Utility Operator	TEAMSTERS	A		3,362.14	7,284.64	87,415.64	42.0268
			B		3,530.21	7,648.79	91,785.46	44.1276
			C		3,706.74	8,031.27	96,375.24	46.3343
			D		3,892.08	8,432.84	101,194.08	48.6510
			E		4,086.68	8,854.47	106,253.68	51.0835
3422	Wastewater Operations Superintendent*	TMMBU	A		4,200.33	9,100.72	109,208.58	52.5041
			B		4,410.34	9,555.74	114,668.84	55.1293
			C		4,630.85	10,033.51	120,402.10	57.8856
			D		4,862.40	10,535.20	126,422.40	60.7800
			E		5,105.51	11,061.94	132,743.26	63.8189
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A		2,658.93	5,761.02	69,132.18	33.2366
			B		2,791.86	6,049.03	72,588.36	34.8983
			C		2,931.46	6,351.50	76,217.96	36.6433
			D		3,078.04	6,669.09	80,029.04	38.4755
			E		3,231.95	7,002.56	84,030.70	40.3994
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A		2,798.88	6,064.24	72,770.88	34.9860
			B		2,938.80	6,367.40	76,408.80	36.7350
			C		3,085.75	6,685.79	80,229.50	38.5719
			D		3,240.05	7,020.11	84,241.30	40.5006
			E		3,402.06	7,371.13	88,453.56	42.5258
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A		2,946.19	6,383.41	76,600.94	36.8274
			B		3,093.47	6,702.52	80,430.22	38.6684
			C		3,248.16	7,037.68	84,452.16	40.6020
			D		3,410.58	7,389.59	88,675.08	42.6323
			E		3,581.11	7,759.07	93,108.86	44.7639
3421	Water Operations Superintendent*	TMMBU	A		4,124.00	8,935.33	107,224.00	51.5500
			B		4,330.18	9,382.06	112,584.68	54.1273
			C		4,546.70	9,851.18	118,214.20	56.8338
			D		4,774.03	10,343.73	124,124.78	59.6754
			E		5,012.73	10,860.92	130,330.98	62.6591
9351	Water Patrol Aide	LS	A					16.5200
			B					17.3500
			C					18.2100
			D					19.1200
			E					20.0800
3415	Water Resources and Compliance Manager*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854

City of Tracy
Master Salary Schedule

Effective 08-01-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5401	Water Treatment Plant Operator I	TEAMSTERS	A		2,832.88	6,137.91	73,654.88	35.4110
			B		2,974.53	6,444.82	77,337.78	37.1816
			C		3,123.26	6,767.06	81,204.76	39.0408
			D		3,279.42	7,105.41	85,264.92	40.9928
			E		3,443.38	7,460.66	89,527.88	43.0423
5402	Water Treatment Plant Operator II	TEAMSTERS	A		2,981.98	6,460.96	77,531.48	37.2748
			B		3,131.09	6,784.03	81,408.34	39.1386
			C		3,287.65	7,123.24	85,478.90	41.0956
			D		3,452.02	7,479.38	89,752.52	43.1503
			E		3,624.62	7,853.34	94,240.12	45.3078
5403	Water Treatment Plant Operator III	TEAMSTERS	A		3,138.93	6,801.02	81,612.18	39.2366
			B		3,295.88	7,141.07	85,692.88	41.1985
			C		3,460.68	7,498.14	89,977.68	43.2585
			D		3,633.71	7,873.04	94,476.46	45.4214
			E		3,815.39	8,266.68	99,200.14	47.6924

EXHIBIT E

City of Tracy Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A		2,113.20	4,578.60	54,943.20	26.4150
			B		2,218.87	4,807.55	57,690.62	27.7359
			C		2,329.81	5,047.92	60,575.06	29.1226
			D		2,446.30	5,300.32	63,603.80	30.5788
			E		2,568.62	5,565.34	66,784.12	32.1078
3106	Accountant*	TMMBU	A		3,322.47	7,198.69	86,384.22	41.5309
			B		3,488.59	7,558.61	90,703.34	43.6074
			C		3,663.02	7,936.54	95,238.52	45.7878
			D		3,846.16	8,333.35	100,000.16	48.0770
			E		4,038.47	8,750.02	105,000.22	50.4809
2520	Accounting Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
4201	Accounting Technician	TTSSEA	A		2,598.83	5,630.80	67,569.58	32.4854
			B		2,728.79	5,912.38	70,948.54	34.1099
			C		2,865.21	6,207.96	74,495.46	35.8151
			D		3,008.49	6,518.40	78,220.74	37.6061
			E		3,158.92	6,844.33	82,131.92	39.4865
4102	Administrative Assistant	TTSSEA	A		2,103.86	4,558.36	54,700.36	26.2983
			B		2,209.04	4,786.25	57,435.04	27.6130
			C		2,319.50	5,025.58	60,307.00	28.9938
			D		2,435.47	5,276.85	63,322.22	30.4434
			E		2,557.23	5,540.67	66,487.98	31.9654
8102	Administrative Assistant - Confidential	CONF	A		2,156.03	4,671.40	56,056.78	26.9504
			B		2,263.82	4,904.94	58,859.32	28.2978
			C		2,377.01	5,150.19	61,802.26	29.7126
			D		2,495.87	5,407.72	64,892.62	31.1984
			E		2,620.66	5,678.10	68,137.16	32.7583
4107	Administrative Technician	TTSSEA	A		2,598.83	5,630.80	67,569.58	32.4854
			B		2,728.79	5,912.38	70,948.54	34.1099
			C		2,865.21	6,207.96	74,495.46	35.8151
			D		3,008.49	6,518.40	78,220.74	37.6061
			E		3,158.92	6,844.33	82,131.92	39.4865
3510	Airport Manager*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418
5522	Animal Services Aide	TEAMSTERS	A		1,442.09	3,124.53	37,494.34	18.0261
			B		1,514.19	3,280.75	39,368.94	18.9274
			C		1,589.92	3,444.83	41,337.92	19.8740
			D		1,669.41	3,617.06	43,404.66	20.8676
			E		1,752.87	3,797.89	45,574.62	21.9109

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A		3,622.85	7,849.51	94,194.10	45.2856
			B		3,804.00	8,242.00	98,904.00	47.5500
			C		3,994.20	8,654.10	103,849.20	49.9275
			D		4,193.90	9,086.78	109,041.40	52.4238
			E		4,403.60	9,541.13	114,493.60	55.0450
5521	Animal Services Officer I	TEAMSTERS	A		2,007.11	4,348.74	52,184.86	25.0889
			B		2,107.44	4,566.12	54,793.44	26.3430
			C		2,212.80	4,794.40	57,532.80	27.6600
			D		2,323.44	5,034.12	60,409.44	29.0430
			E		2,439.63	5,285.87	63,430.38	30.4954
5523	Animal Services Officer II	TEAMSTERS	A		2,203.63	4,774.53	57,294.38	27.5454
			B		2,313.81	5,013.26	60,159.06	28.9226
			C		2,429.51	5,263.94	63,167.26	30.3689
			D		2,550.98	5,527.12	66,325.48	31.8873
			E		2,678.55	5,803.53	69,642.30	33.4819
3621	Animal Services Supervisor	TMMBU	A		2,684.44	5,816.29	69,795.44	33.5555
		NON EXEMPT	B		2,818.66	6,107.10	73,285.16	35.2333
			C		2,959.58	6,412.42	76,949.08	36.9948
			D		3,107.56	6,733.05	80,796.56	38.8445
			E		3,262.94	7,069.70	84,836.44	40.7868
2573	Assistant City Attorney*	CONF	A		6,114.64	13,248.39	158,980.64	76.4330
			B		6,420.36	13,910.78	166,929.36	80.2545
			C		6,741.38	14,606.32	175,275.88	84.2673
			D		7,078.45	15,336.64	184,039.70	88.4806
			E		7,432.36	16,103.45	193,241.36	92.9045
1502	Assistant City Manager*	DH	Min		8,906.68	19,297.81	231,573.68	111.3335
			Max		9,552.29	20,696.63	248,359.56	119.4036
2682	Assistant Director DES*	CONF	A		5,839.85	12,653.01	151,836.10	72.9981
			B		6,131.84	13,285.65	159,427.84	76.6480
			C		6,438.43	13,949.93	167,399.18	80.4804
			D		6,760.34	14,647.40	175,768.84	84.5043
			E		7,098.36	15,379.78	184,557.36	88.7295
2681	Assistant Director DES/City Engineer*	CONF	A		6,118.28	13,256.27	159,075.28	76.4785
			B		6,424.19	13,919.08	167,028.94	80.3024
			C		6,745.41	14,615.06	175,380.66	84.3176
			D		7,082.67	15,345.79	184,149.42	88.5334
			E		7,436.83	16,113.13	193,357.58	92.9604
3302	Assistant Engineer*	TMMBU	A		3,473.35	7,525.59	90,307.10	43.4169
			B		3,646.99	7,901.81	94,821.74	45.5874
			C		3,829.35	8,296.93	99,563.10	47.8669
			D		4,020.82	8,711.78	104,541.32	50.2603
			E		4,221.86	9,147.36	109,768.36	52.7733
5232	Assistant Planner	TEAMSTERS	A		2,883.29	6,247.13	74,965.54	36.0411
			B		3,027.46	6,559.50	78,713.96	37.8433
			C		3,178.83	6,887.47	82,649.58	39.7354
			D		3,337.77	7,231.84	86,782.02	41.7221
			E		3,504.66	7,593.43	91,121.16	43.8083

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2580	Assistant to the City Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
3333	Associate Engineer*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
3303	Associate Civil Engineer*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
3202	Associate Planner*	TMMBU	A		3,302.14	7,154.64	85,855.64	41.2768
			B		3,467.24	7,512.35	90,148.24	43.3405
			C		3,640.60	7,887.97	94,655.60	45.5075
			D		3,822.63	8,282.37	99,388.38	47.7829
			E		4,013.78	8,696.52	104,358.28	50.1723
4451	Box Office Assistant	TTSSEA	A		1,894.94	4,105.70	49,268.44	23.6868
			B		1,989.70	4,311.02	51,732.20	24.8713
			C		2,089.18	4,526.56	54,318.68	26.1148
			D		2,193.63	4,752.87	57,034.38	27.4204
			E		2,303.34	4,990.57	59,886.84	28.7918
4455	Box Office Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3104	Budget Officer*	CONF	A		4,436.85	9,613.18	115,358.10	55.4606
			B		4,658.69	10,093.83	121,125.94	58.2336
			C		4,891.62	10,598.51	127,182.12	61.1453
			D		5,136.21	11,128.46	133,541.46	64.2026
			E		5,393.03	11,684.90	140,218.78	67.4129
5211	Building Inspector I	TEAMSTERS	A		2,587.46	5,606.16	67,273.96	32.3433
			B		2,716.83	5,886.47	70,637.58	33.9604
			C		2,852.67	6,180.79	74,169.42	35.6584
			D		2,995.31	6,489.84	77,878.06	37.4414
			E		3,145.07	6,814.32	81,771.82	39.3134
5212	Building Inspector II	TEAMSTERS	A		3,304.61	7,159.99	85,919.86	41.3076
			B		3,469.85	7,518.01	90,216.10	43.3731
			C		3,643.33	7,893.88	94,726.58	45.5416
			D		3,825.50	8,288.58	99,463.00	47.8188
			E		4,016.76	8,702.98	104,435.76	50.2095

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5320	Building Maintenance Worker I	TEAMSTERS	A		2,196.09	4,758.20	57,098.34	27.4511
			B		2,305.90	4,996.12	59,953.40	28.8238
			C		2,421.20	5,245.93	62,951.20	30.2650
			D		2,542.26	5,508.23	66,098.76	31.7783
			E		2,669.38	5,783.66	69,403.88	33.3673
5321	Building Maintenance Worker II	TEAMSTERS	A		2,311.68	5,008.64	60,103.68	28.8960
			B		2,427.27	5,259.09	63,109.02	30.3409
			C		2,548.63	5,522.03	66,264.38	31.8579
			D		2,676.06	5,798.13	69,577.56	33.4508
			E		2,809.87	6,088.05	73,056.62	35.1234
3341	Building Official*	TMMBU	A		5,005.29	10,844.80	130,137.54	62.5661
			B		5,255.54	11,387.00	136,644.04	65.6943
			C		5,518.33	11,956.38	143,476.58	68.9791
			D		5,794.24	12,554.19	150,650.24	72.4280
			E		6,083.96	13,181.91	158,182.96	76.0495
4501	Building Permit Technician I	TTSSEA	A		2,399.55	5,199.03	62,388.30	29.9944
			B		2,519.54	5,459.00	65,508.04	31.4943
			C		2,645.50	5,731.92	68,783.00	33.0688
			D		2,777.79	6,018.55	72,222.54	34.7224
			E		2,916.68	6,319.47	75,833.68	36.4585
4502	Building Permit Technician II	TTSSEA	A		2,525.84	5,472.65	65,671.84	31.5730
			B		2,652.15	5,746.33	68,955.90	33.1519
			C		2,784.75	6,033.63	72,403.50	34.8094
			D		2,923.99	6,335.31	76,023.74	36.5499
			E		3,070.19	6,652.08	79,824.94	38.3774
1506	City Attorney*	CONTRACT			9,270.00	20,085.00	241,020.00	115.8750
3110	City Clerk*	TMMBU	A		4,447.17	9,635.54	115,626.42	55.5896
			B		4,669.54	10,117.34	121,408.04	58.3693
			C		4,903.01	10,623.19	127,478.26	61.2876
			D		5,148.16	11,154.35	133,852.16	64.3520
			E		5,405.56	11,712.05	140,544.56	67.5695
1102	City Council Member*				432.00	936.00	11,232.00	
1501	City Manager*	CONTRACT			10,094.00	21,870.33	262,444.00	126.1750
1112	City Treasurer*				496.16	1,075.01	12,900.16	
9107	Clerical	LS	A					14.0000
			B					14.7000
			C					15.4300
			D					16.2100
			E					17.0200
3155	Code Compliance Analyst*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5202	Code Enforcement Officer	TEAMSTERS	A		2,672.81	5,791.09	69,493.06	33.4101
			B		2,806.44	6,080.62	72,967.44	35.0805
			C		2,946.77	6,384.67	76,616.02	36.8346
			D		3,094.10	6,703.88	80,446.60	38.6763
			E		3,248.81	7,039.09	84,469.06	40.6101
3315	Community Preservation Manager*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
5513	Community Services Officer	TEAMSTERS	A		2,333.87	5,056.72	60,680.62	29.1734
			B		2,450.57	5,309.57	63,714.82	30.6321
			C		2,573.07	5,574.99	66,899.82	32.1634
			D		2,701.74	5,853.77	70,245.24	33.7718
			E		2,836.84	6,146.49	73,757.84	35.4605
5222	Construction Inspector I	TEAMSTERS	A		2,999.35	6,498.59	77,983.10	37.4919
			B		3,149.34	6,823.57	81,882.84	39.3668
			C		3,306.79	7,164.71	85,976.54	41.3349
			D		3,472.13	7,522.95	90,275.38	43.4016
			E		3,645.76	7,899.15	94,789.76	45.5720
5223	Construction Inspector II	TEAMSTERS	A		3,149.15	6,823.16	81,877.90	39.3644
			B		3,306.60	7,164.30	85,971.60	41.3325
			C		3,471.93	7,522.52	90,270.18	43.3991
			D		3,645.55	7,898.69	94,784.30	45.5694
			E		3,827.82	8,293.61	99,523.32	47.8478
4605	Crime Analyst	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801
5514	Crime Prevention Specialist	TEAMSTERS	A		2,417.53	5,237.98	62,855.78	30.2191
			B		2,538.44	5,499.95	65,999.44	31.7305
			C		2,665.36	5,774.95	69,299.36	33.3170
			D		2,798.60	6,063.63	72,763.60	34.9825
			E		2,938.53	6,366.82	76,401.78	36.7316
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A		2,746.55	5,950.86	71,410.30	34.3319
			B		2,883.87	6,248.39	74,980.62	36.0484
			C		3,028.05	6,560.78	78,729.30	37.8506
			D		3,179.45	6,888.81	82,665.70	39.7431
			E		3,338.42	7,233.24	86,798.92	41.7303
5517	Crime Scene Technician	TEAMSTERS	A		2,618.18	5,672.72	68,072.68	32.7273
			B		2,749.07	5,956.32	71,475.82	34.3634
			C		2,886.53	6,254.15	75,049.78	36.0816
			D		3,030.86	6,566.86	78,802.36	37.8858
			E		3,182.41	6,895.22	82,742.66	39.7801
1108	Cultural Arts Commissioner				Stipend \$50.00 per meeting			

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3162	Cultural Arts Division Manager*	TMMBU	A		4,686.93	10,155.02	121,860.18	58.5866
			B		4,921.28	10,662.77	127,953.28	61.5160
			C		5,167.35	11,195.93	134,351.10	64.5919
			D		5,425.70	11,755.68	141,068.20	67.8213
			E		5,696.98	12,343.46	148,121.48	71.2123
4459	Cultural Arts Program Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3524	Cultural Arts Supervisor*	TMMBU	A		3,622.85	7,849.51	94,194.10	45.2856
			B		3,804.00	8,242.00	98,904.00	47.5500
			C		3,994.20	8,654.10	103,849.20	49.9275
			D		4,193.90	9,086.78	109,041.40	52.4238
			E		4,403.60	9,541.13	114,493.60	55.0450
4461	Cultural Arts Technical Coordinator	TTSSEA	A		2,103.86	4,558.36	54,700.36	26.2983
			B		2,209.04	4,786.25	57,435.04	27.6130
			C		2,319.50	5,025.58	60,307.00	28.9938
			D		2,435.47	5,276.85	63,322.22	30.4434
			E		2,557.23	5,540.67	66,487.98	31.9654
3523	Cultural Arts Technical Supervisor*	TMMBU	A		3,007.51	6,516.27	78,195.26	37.5939
			B		3,157.90	6,842.12	82,105.40	39.4738
			C		3,315.79	7,184.21	86,210.54	41.4474
			D		3,481.58	7,543.42	90,521.08	43.5198
			E		3,655.67	7,920.62	95,047.42	45.6959
9552	D.A.R.E Officer	LS	A					35.3100
			B					37.0700
			C					38.9300
			D					40.8800
			E					42.9200
2571	Deputy City Attorney I*	CONF	A		4,800.76	10,401.65	124,819.76	60.0095
			B		5,040.80	10,921.73	131,060.80	63.0100
			C		5,292.84	11,467.82	137,613.84	66.1605
			D		5,557.49	12,041.23	144,494.74	69.4686
			E		5,835.35	12,643.26	151,719.10	72.9419
2572	Deputy City Attorney II*	CONF	A		5,280.84	11,441.82	137,301.84	66.0105
			B		5,544.89	12,013.93	144,167.14	69.3111
			C		5,822.14	12,614.64	151,375.64	72.7768
			D		6,113.25	13,245.38	158,944.50	76.4156
			E		6,418.90	13,907.62	166,891.40	80.2363
4116	Deputy City Clerk	TTSSEA	A		2,791.45	6,048.14	72,577.70	34.8931
			B		2,931.03	6,350.57	76,206.78	36.6379
			C		3,077.57	6,668.07	80,016.82	38.4696
			D		3,231.47	7,001.52	84,018.22	40.3934
			E		3,393.03	7,351.57	88,218.78	42.4129
1515	Director of Development Services *	DH	Min		7,145.51	15,481.95	185,783.36	89.3189
			Max		8,683.90	18,815.12	225,781.42	108.5488

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1522	Director of Finance*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.47	173,336.23 210,521.59	83.3348 101.2123
1518	Director of Human Resources*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1516	Director of Parks and Recreation*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1512	Director of Public Works*	DH	Min Max	6,666.78 8,096.98	14,444.69 17,543.46	173,336.23 210,521.54	83.3348 101.2123
1520	Director of Utilities*	DH	Min Max	7,145.51 8,683.90	15,481.95 18,815.12	185,783.36 225,781.42	89.3189 108.5488
2751	Division Fire Chief*	CONF	A B C D E	5,839.70 6,131.67 6,438.27 6,760.19 7,098.20	12,652.68 13,285.29 13,949.59 14,647.08 15,379.43	151,832.20 159,423.42 167,395.02 175,764.94 184,553.20	72.9963 76.6459 80.4784 84.5024 88.7275
3208	Economic Development Mgmt Analyst I*	TMMBU	A B C D E	3,045.81 3,198.09 3,358.00 3,525.89 3,702.19	6,599.26 6,929.20 7,275.67 7,639.43 8,021.41	79,191.06 83,150.34 87,308.00 91,673.14 96,256.94	38.0726 39.9761 41.9750 44.0736 46.2774
3209	Economic Development Mgmt Analyst II*	TMMBU	A B C D E	3,502.59 3,677.72 3,861.60 4,054.69 4,257.43	7,588.95 7,968.39 8,366.80 8,785.16 9,224.43	91,067.34 95,620.72 100,401.60 105,421.94 110,693.18	43.7824 45.9715 48.2700 50.6836 53.2179
3207	Economic Development Manager*	TMMBU	A B C D E	4,329.49 4,545.96 4,773.26 5,011.92 5,262.51	9,380.56 9,849.58 10,342.06 10,859.16 11,402.11	112,566.74 118,194.96 124,104.76 130,309.92 136,825.26	54.1186 56.8245 59.6658 62.6490 65.7814
5325	Electrician	TEAMSTERS	A B C D E	3,317.38 3,483.26 3,657.44 3,840.29 4,032.31	7,187.66 7,547.06 7,924.45 8,320.63 8,736.67	86,251.88 90,564.76 95,093.44 99,847.54 104,840.06	41.4673 43.5408 45.7180 48.0036 50.4039
3711	Emergency Medical Services Manager*	TMMBU	A B C D E	3,901.19 4,096.24 4,301.05 4,516.12 4,741.90	8,452.58 8,875.19 9,318.94 9,784.93 10,274.12	101,430.94 106,502.24 111,827.30 117,419.12 123,289.40	48.7649 51.2030 53.7631 56.4515 59.2738
5221	Engineering Technician I	TEAMSTERS	A B C D E	2,640.32 2,772.33 2,910.94 3,056.49 3,209.33	5,720.69 6,006.72 6,307.04 6,622.40 6,953.55	68,648.32 72,080.58 75,684.44 79,468.74 83,442.58	33.0040 34.6541 36.3868 38.2061 40.1166

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5225	Engineering Technician II	TEAMSTERS	A		2,772.34	6,006.74	72,080.84	34.6543
			B		2,910.96	6,307.08	75,684.96	36.3870
			C		3,056.51	6,622.44	79,469.26	38.2064
			D		3,209.36	6,953.61	83,443.36	40.1170
			E		3,369.79	7,301.21	87,614.54	42.1224
3412	Environmental Compliance Analyst	TMMBU	A		3,045.81	6,599.26	79,191.06	38.0726
		Non-Exempt	B		3,198.09	6,929.20	83,150.34	39.9761
			C		3,358.00	7,275.67	87,308.00	41.9750
			D		3,525.89	7,639.43	91,673.14	44.0736
			E		3,702.19	8,021.41	96,256.94	46.2774
5424	Environmental Compliance Technician	TEAMSTERS	A		2,197.75	4,761.79	57,141.50	27.4719
			B		2,307.65	4,999.91	59,998.90	28.8456
			C		2,423.01	5,249.86	62,998.26	30.2876
			D		2,544.16	5,512.35	66,148.16	31.8020
			E		2,671.40	5,788.03	69,456.40	33.3925
5313	Equipment Mechanic I	TEAMSTERS	A		2,426.53	5,257.48	63,089.78	30.3316
			B		2,547.85	5,520.34	66,244.10	31.8481
			C		2,675.24	5,796.35	69,556.24	33.4405
			D		2,809.00	6,086.17	73,034.00	35.1125
			E		2,949.45	6,390.48	76,685.70	36.8681
5314	Equipment Mechanic II	TEAMSTERS	A		2,547.84	5,520.32	66,243.84	31.8480
			B		2,675.24	5,796.35	69,556.24	33.4405
			C		2,808.99	6,086.15	73,033.74	35.1124
			D		2,949.45	6,390.48	76,685.70	36.8681
			E		3,096.91	6,709.97	80,519.66	38.7114
4108	Executive Assistant	TTSSEA	A		2,559.25	5,545.04	66,540.50	31.9906
			B		2,687.21	5,822.29	69,867.46	33.5901
			C		2,821.57	6,113.40	73,360.82	35.2696
			D		2,962.66	6,419.10	77,029.16	37.0333
			E		3,110.79	6,740.05	80,880.54	38.8849
8108	Executive Assistant - Confidential	CONF	A		2,622.72	5,682.56	68,190.72	32.7840
			B		2,753.86	5,966.70	71,600.36	34.4233
			C		2,891.55	6,265.03	75,180.30	36.1444
			D		3,036.12	6,578.26	78,939.12	37.9515
			E		3,187.93	6,907.18	82,886.18	39.8491
2581	Executive Assistant to City Manager	CONF	A		2,995.32	6,489.86	77,878.32	37.4415
			B		3,145.08	6,814.34	81,772.08	39.3135
			C		3,302.33	7,155.05	85,860.58	41.2791
			D		3,467.46	7,512.83	90,153.96	43.3433
			E		3,640.82	7,888.44	94,661.32	45.5103
9635	Facility Attendant	LS	A					18.4800
			B					19.4000
			C					20.3700
			D					21.3900
			E					22.4600

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Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3715	Fire Battalion Chief*	SCFCOA	A	4,985.41	10,801.72	129,620.66	44.5126
			B	5,234.66	11,341.76	136,101.16	46.7380
			C	5,496.39	11,908.85	142,906.14	49.0749
			D	5,771.21	12,504.29	150,051.46	51.5287
			E	6,059.78	13,129.52	157,554.28	54.1052
7105	Fire Captain	TFFA	A	3,793.74	8,219.77	98,637.24	33.8727
			B	3,983.56	8,631.05	103,572.56	35.5675
			C	4,182.61	9,062.32	108,747.86	37.3447
			D	4,391.74	9,515.44	114,185.24	39.2120
			E	4,611.33	9,991.22	119,894.58	41.1726
1514	Fire Chief*	DH	Min	7,145.51	15,481.95	185,783.36	89.3189
			Max	8,683.90	18,815.12	225,781.42	108.5488
7103	Fire Engineer	TFFA	A	3,338.92	7,234.33	86,811.92	29.8118
			B	3,505.84	7,595.99	91,151.84	31.3021
			C	3,681.15	7,975.83	95,709.90	32.8674
			D	3,865.21	8,374.62	100,495.46	34.5108
			E	4,058.48	8,793.37	105,520.48	36.2364
5213	Fire Inspector	TEAMSTERS	A	3,147.24	6,819.02	81,828.24	39.3405
			B	3,304.61	7,159.99	85,919.86	41.3076
			C	3,469.85	7,518.01	90,216.10	43.3731
			D	3,643.33	7,893.88	94,726.58	45.5416
			E	3,825.50	8,288.58	99,463.00	47.8188
2752	Fire Marshal*	CONF	A	5,129.43	11,113.77	133,365.18	64.1179
			B	5,385.89	11,669.43	140,033.14	67.3236
			C	5,655.19	12,252.91	147,034.94	70.6899
			D	5,937.96	12,865.58	154,386.96	74.2245
			E	6,234.85	13,508.84	162,106.10	77.9356
9563	Fire Reserve	LS	A				14.0000
							14.7000
							15.4300
							16.2100
							17.0200
7102	Firefighter	TFFA	A	2,958.04	6,409.09	76,909.04	26.4111
			B	3,105.91	6,729.47	80,753.66	27.7313
			C	3,261.22	7,065.98	84,791.72	29.1180
			D	3,424.27	7,419.25	89,031.02	30.5738
			E	3,595.49	7,790.23	93,482.74	32.1026
				449.44	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	A				24.5600
					(70% OF STEP A, FIREFIGHTER)		
7108	Firefighter/Paramedic	TFFA	A	3,327.95	7,210.56	86,526.70	29.7138
			B	3,494.35	7,571.09	90,853.10	31.1996
			C	3,669.07	7,949.65	95,395.82	32.7596
			D	3,852.53	8,347.15	100,165.78	34.3976
			E	4,045.16	8,764.51	105,174.16	36.1175

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3404	Fleet Supervisor*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418
3120	GIS Analyst *	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
4206	GIS Technician	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801
2511	Human Resources Analyst I*	CONF	A		3,121.35	6,762.93	81,155.10	39.0169
			B		3,277.42	7,101.08	85,212.92	40.9678
			C		3,441.27	7,456.09	89,473.02	43.0159
			D		3,613.34	7,828.90	93,946.84	45.1668
			E		3,794.01	8,220.36	98,644.26	47.4251
2512	Human Resources Analyst II*	CONF	A		3,589.45	7,777.14	93,325.70	44.8681
			B		3,768.92	8,165.99	97,991.92	47.1115
			C		3,957.36	8,574.28	102,891.36	49.4670
			D		4,155.24	9,003.02	108,036.24	51.9405
			E		4,363.01	9,453.19	113,438.26	54.5376
2562	Human Resources Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
4301	Human Resources Technician	CONF	A		2,663.29	5,770.46	69,245.54	33.2911
			B		2,796.46	6,059.00	72,707.96	34.9558
			C		2,936.28	6,361.94	76,343.28	36.7035
			D		3,083.10	6,680.05	80,160.60	38.5388
			E		3,237.25	7,014.04	84,168.50	40.4656
4204	Information Systems Technician I	TTSSEA	A		2,465.55	5,342.03	64,104.30	30.8194
			B		2,588.83	5,609.13	67,309.58	32.3604
			C		2,718.28	5,889.61	70,675.28	33.9785
			D		2,854.19	6,184.08	74,208.94	35.6774
			E		2,996.90	6,493.28	77,919.40	37.4613
4205	Information Systems Technician II	TTSSEA	A		2,835.37	6,143.30	73,719.62	35.4421
			B		2,977.14	6,450.47	77,405.64	37.2143
			C		3,126.01	6,773.02	81,276.26	39.0751
			D		3,282.31	7,111.67	85,340.06	41.0289
			E		3,446.41	7,467.22	89,606.66	43.0801

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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2553	Information Technology Manager*	CONF	A		4,803.16	10,406.85	124,882.16	60.0395
			B		5,043.31	10,927.17	131,126.06	63.0414
			C		5,295.49	11,473.56	137,682.74	66.1936
			D		5,560.26	12,047.23	144,566.76	69.5033
			E		5,838.29	12,649.63	151,795.54	72.9786
3111	Information Technology Specialist*	TMMBU	A		3,402.46	7,372.00	88,463.96	42.5308
			B		3,572.60	7,740.63	92,887.60	44.6575
			C		3,751.22	8,127.64	97,531.72	46.8903
			D		3,938.77	8,534.00	102,408.02	49.2346
			E		4,135.71	8,960.71	107,528.46	51.6964
5413	Instrumentation Technician	TEAMSTERS	A		3,080.01	6,673.36	80,080.26	38.5001
			B		3,234.01	7,007.02	84,084.26	40.4251
			C		3,395.72	7,357.39	88,288.72	42.4465
			D		3,565.49	7,725.23	92,702.74	44.5686
			E		3,743.77	8,111.50	97,338.02	46.7971
9108	Intern-Generalist	LS	A					19.1800
			B					20.1400
			C					21.1500
			D					22.2000
			E					23.3100
5224	Junior Engineer	TEAMSTERS	A		3,049.14	6,606.47	79,277.64	38.1143
			B		3,201.59	6,936.78	83,241.34	40.0199
			C		3,361.66	7,283.60	87,403.16	42.0208
			D		3,529.75	7,647.79	91,773.50	44.1219
			E		3,706.24	8,030.19	96,362.24	46.3280
5423	Laboratory Quality Assurance Officer*	TMMBU	A		2,829.70	6,131.02	73,572.20	35.3713
			B		2,971.20	6,437.60	77,251.20	37.1400
			C		3,119.76	6,759.48	81,113.76	38.9970
			D		3,275.74	7,097.43	85,169.24	40.9468
			E		3,439.53	7,452.32	89,427.78	42.9941
5421	Laboratory Technician I	TEAMSTERS	A		2,395.98	5,191.29	62,295.48	29.9498
			B		2,515.76	5,450.81	65,409.76	31.4470
			C		2,641.57	5,723.40	68,680.82	33.0196
			D		2,773.64	6,009.55	72,114.64	34.6705
			E		2,912.31	6,310.01	75,720.06	36.4039
5422	Laboratory Technician II	TEAMSTERS	A		2,504.04	5,425.42	65,105.04	31.3005
			B		2,629.24	5,696.69	68,360.24	32.8655
			C		2,760.71	5,981.54	71,778.46	34.5089
			D		2,898.74	6,280.60	75,367.24	36.2343
			E		3,043.67	6,594.62	79,135.42	38.0459
3508	Landscape Architect*	TMMBU	A		3,852.85	8,347.84	100,174.10	48.1606
			B		4,045.49	8,765.23	105,182.74	50.5686
			C		4,247.76	9,203.48	110,441.76	53.0970
			D		4,460.15	9,663.66	115,963.90	55.7519
			E		4,683.17	10,146.87	121,762.42	58.5396

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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4109	Legal Secretary	CONF	A		2,860.68	6,198.14	74,377.68	35.7585
			B		3,003.71	6,508.04	78,096.46	37.5464
			C		3,153.90	6,833.45	82,001.40	39.4238
			D		3,311.60	7,175.13	86,101.60	41.3950
			E		3,477.18	7,533.89	90,406.68	43.4648
9636	Lifeguard	LS	A					14.0000
			B					14.7000
			C					15.4300
			D					16.2100
			E					17.0200
9303	Maintenance Aide	LS	A					15.6800
			B					16.4600
			C					17.2900
			D					18.1500
			E					19.0600
5301	Maintenance Worker I	TEAMSTERS	A		1,786.00	3,869.67	46,436.00	22.3250
			B		1,875.31	4,063.17	48,758.06	23.4414
			C		1,969.07	4,266.32	51,195.82	24.6134
			D		2,067.52	4,479.63	53,755.52	25.8440
			E		2,170.90	4,703.62	56,443.40	27.1363
5303	Maintenance Worker II	TEAMSTERS	A		2,268.56	4,915.21	58,982.56	28.3570
			B		2,381.99	5,160.98	61,931.74	29.7749
			C		2,501.08	5,419.01	65,028.08	31.2635
			D		2,626.13	5,689.95	68,279.38	32.8266
			E		2,757.43	5,974.43	71,693.18	34.4679
3151	Management Analyst I*	TMMBU	A		3,045.81	6,599.26	79,191.06	38.0726
			B		3,198.09	6,929.20	83,150.34	39.9761
			C		3,358.00	7,275.67	87,308.00	41.9750
			D		3,525.89	7,639.43	91,673.14	44.0736
			E		3,702.19	8,021.41	96,256.94	46.2774
3152	Management Analyst II*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
1101	Mayor*				478.15	1,036.00	12,432.00	
3527	Media Services Supervisor	TMMBU	A		3,007.51	6,516.27	78,195.26	37.5939
		Non-Exempt	B		3,157.90	6,842.12	82,105.40	39.4738
			C		3,315.79	7,184.21	86,210.54	41.4474
			D		3,481.58	7,543.42	90,521.08	43.5198
			E		3,655.67	7,920.62	95,047.42	45.6959
5531	Meter Reader	TEAMSTERS	A		1,547.54	3,353.00	40,236.04	19.3443
			B		1,624.91	3,520.64	42,247.66	20.3114
			C		1,706.16	3,696.68	44,360.16	21.3270
			D		1,791.46	3,881.50	46,577.96	22.3933
			E		1,881.04	4,075.59	48,907.04	23.5130

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4105	Office Assistant	TTSSEA	A	1,722.68	3,732.47	44,789.68	21.5335
			B	1,808.80	3,919.07	47,028.80	22.6100
			C	1,899.25	4,115.04	49,380.50	23.7406
			D	1,994.22	4,320.81	51,849.72	24.9278
			E	2,093.93	4,536.85	54,442.18	26.1741
1107	Parks Commissioner		Stipend of \$50.00 per meeting				
3509	Parks Planning & Development Manager*	TMMBU	A	3,852.85	8,347.84	100,174.10	48.1606
			B	4,045.49	8,765.23	105,182.74	50.5686
			C	4,247.76	9,203.48	110,441.76	53.0970
			D	4,460.15	9,663.66	115,963.90	55.7519
			E	4,683.17	10,146.87	121,762.42	58.5396
3306	Plan Check Engineer*	TMMBU	A	4,690.57	10,162.90	121,954.82	58.6321
			B	4,925.10	10,671.05	128,052.60	61.5638
			C	5,171.36	11,204.61	134,455.36	64.6420
			D	5,429.93	11,764.85	141,178.18	67.8741
			E	5,701.43	12,353.10	148,237.18	71.2679
5214	Plan Examiner I	TEAMSTERS	A	3,225.31	6,988.17	83,858.06	40.3164
			B	3,386.61	7,337.66	88,051.86	42.3326
			C	3,555.93	7,704.52	92,454.18	44.4491
			D	3,733.71	8,089.71	97,076.46	46.6714
			E	3,920.42	8,494.24	101,930.92	49.0053
5215	Plan Examiner II	TEAMSTERS	A	3,395.07	7,355.99	88,271.82	42.4384
			B	3,564.85	7,723.84	92,686.10	44.5606
			C	3,743.08	8,110.01	97,320.08	46.7885
			D	3,930.22	8,515.48	102,185.72	49.1278
			E	4,126.76	8,941.31	107,295.76	51.5845
1106	Planning Commissioner		Stipend of \$50.00 per meeting				
4506	Planning Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
6212	Police Captain*	TPMA	A	5,903.58	12,791.09	153,493.08	73.7948
			B	6,198.77	13,430.67	161,168.02	77.4846
			C	6,508.69	14,102.16	169,225.94	81.3586
			D	6,834.13	14,807.28	177,687.38	85.4266
			E	7,175.87	15,547.72	186,572.62	89.6984
1513	Police Chief*	DH	Min	7,591.04	16,447.26	197,367.07	94.8880
			Max	9,226.99	19,991.81	239,901.77	115.3374
6103	Police Corporal	TPOA	A	4,064.87	8,129.74	97,556.88	46.9005
			B	4,268.13	8,536.26	102,435.12	49.2458
			C	4,481.54	8,963.08	107,556.96	51.7081
			D	4,705.63	9,411.26	112,935.12	54.2936
			E	4,940.90	9,881.80	118,581.60	57.0082

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9501	Police Intern/Parking Enforcement Officer	LS	A					18.2000
			B					19.1100
			C					20.0700
			D					21.0700
			E					22.1200
6211	Police Lieutenant*	TPMA	A		5,109.41	11,070.39	132,844.66	63.8676
			B		5,364.87	11,623.89	139,486.62	67.0609
			C		5,633.13	12,205.12	146,461.38	70.4141
			D		5,914.78	12,815.36	153,784.28	73.9348
			E		6,210.51	13,456.11	161,473.26	77.6314
6102	Police Officer	TPOA	A	3,695.34		7,390.68	88,688.16	42.6369
			B	3,880.11		7,760.22	93,122.64	44.7688
			C	4,074.12		8,148.24	97,778.88	47.0073
			D	4,277.85		8,555.70	102,668.40	49.3579
			E	4,491.73		8,983.46	107,801.52	51.8257
9517	Police Range Master	LS	A					30.2600
			B					31.7700
			C					33.3600
			D					35.0300
			E					36.7800
4103	Police Records Assistant I	TTSSEA	A		2,135.53	4,626.98	55,523.78	26.6941
			B		2,242.32	4,858.36	58,300.32	28.0290
			C		2,354.45	5,101.31	61,215.70	29.4306
			D		2,472.15	5,356.33	64,275.90	30.9019
			E		2,595.76	5,624.15	67,489.76	32.4470
4104	Police Records Assistant II	TTSSEA	A		2,242.29	4,858.30	58,299.54	28.0286
			B		2,354.43	5,101.27	61,215.18	29.4304
			C		2,472.12	5,356.26	64,275.12	30.9015
			D		2,595.73	5,624.08	67,488.98	32.4466
			E		2,725.52	5,905.29	70,863.52	34.0690
3626	Police Records Supervisor*	TMMBU	A		3,060.95	6,632.06	79,584.70	38.2619
			B		3,214.01	6,963.69	83,564.26	40.1751
			C		3,374.70	7,311.85	87,742.20	42.1838
			D		3,543.45	7,677.48	92,129.70	44.2931
			E		3,720.60	8,061.30	96,735.60	46.5075
9551	Police Reserve	LS	A					39.3700
6105	Police Sergeant	TPOA	A	4,453.10		8,906.20	106,874.40	51.3799
			B	4,675.78		9,351.56	112,218.72	53.9492
			C	4,909.58		9,819.16	117,829.92	56.6468
			D	5,155.05		10,310.10	123,721.20	59.4791
			E	5,412.81		10,825.62	129,907.44	62.4531
2712	Police Support Operations Manager*	CONF	A		5,436.48	11,779.04	141,348.48	67.9560
			B		5,708.31	12,368.01	148,416.06	71.3539
			C		5,993.71	12,986.37	155,836.46	74.9214
			D		6,293.39	13,635.68	163,628.14	78.6674
			E		6,608.07	14,317.49	171,809.82	82.6009

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4701	Police Support Services Technician	TTSSEA	A	2,598.83	5,630.80	67,569.58	32.4854
			B	2,728.79	5,912.38	70,948.54	34.1099
			C	2,865.21	6,207.96	74,495.46	35.8151
			D	3,008.49	6,518.40	78,220.74	37.6061
			E	3,158.92	6,844.33	82,131.92	39.4865
6101	Police Trainee (Non-Sworn)	TPOA	A	3,213.24	6,426.48	77,117.76	37.0744
9638	Pool Manager	LS	A				19.8900
			B				20.8900
			C				21.9300
			D				23.0300
			E				24.1800
9533	Professional Standards Officer	LS	A				50.4400
			B				52.9600
			C				55.6100
			D				58.3900
			E				61.3100
9110	Program Assistant	LS	Min				14.0000
			Max				24.1000
9231	Project Specialist I	LS	Min				14.0000
			Max				46.6800
9232	Project Specialist II	LS	Min				46.6900
			Max				131.5900
5518	Property and Evidence Technician	TEAMSTERS	A	2,303.09	4,990.03	59,880.34	28.7886
			B	2,418.23	5,239.50	62,873.98	30.2279
			C	2,539.16	5,501.51	66,018.16	31.7395
			D	2,666.12	5,776.59	69,319.12	33.3265
			E	2,799.41	6,065.39	72,784.66	34.9926
2585	Public Information Officer*	CONF	A	3,589.45	7,777.14	93,325.70	44.8681
			B	3,768.92	8,165.99	97,991.92	47.1115
			C	3,957.36	8,574.28	102,891.36	49.4670
			D	4,155.24	9,003.02	108,036.24	51.9405
			E	4,363.01	9,453.19	113,438.26	54.5376
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,248.37	7,038.14	84,457.62	40.6046
			B	3,410.78	7,390.02	88,680.28	42.6348
			C	3,581.33	7,759.55	93,114.58	44.7666
			D	3,760.39	8,147.51	97,770.14	47.0049
			E	3,948.42	8,554.91	102,658.92	49.3553
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,660.74	5,764.94	69,179.24	33.2593
			B	2,793.76	6,053.15	72,637.76	34.9220
			C	2,933.45	6,355.81	76,269.70	36.6681
			D	3,080.12	6,673.59	80,083.12	38.5015
			E	3,234.15	7,007.33	84,087.90	40.4269

City of Tracy
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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5503	Public Safety Dispatcher II	TEAMSTERS	A		2,919.04	6,324.59	75,895.04	36.4880
			B		3,064.98	6,640.79	79,689.48	38.3123
			C		3,218.24	6,972.85	83,674.24	40.2280
			D		3,379.15	7,321.49	87,857.90	42.2394
			E		3,548.11	7,687.57	92,250.86	44.3514
9512	Public Safety Dispatcher II - Per Diem	LS	A					32.1500
			B					33.7600
			C					35.4400
			D					37.2200
			E					39.0800
3401	Public Works Superintendent*	TMMBU	A		4,047.63	8,769.87	105,238.38	50.5954
			B		4,250.02	9,208.38	110,500.52	53.1253
			C		4,462.52	9,668.79	116,025.52	55.7815
			D		4,685.65	10,152.24	121,826.90	58.5706
			E		4,919.92	10,659.83	127,917.92	61.4990
3405	Public Works Supervisor*	TMMBU	A		3,372.56	7,307.21	87,686.56	42.1570
			B		3,541.17	7,672.54	92,070.42	44.2646
			C		3,718.23	8,056.17	96,673.98	46.4779
			D		3,904.14	8,458.97	101,507.64	48.8018
			E		4,099.34	8,881.90	106,582.84	51.2418
9631	Recreation Leader I	LS	A					14.0000
			B					14.7000
			C					15.4400
			D					16.2000
			E					17.0200
9632	Recreation Leader II	LS	A					17.5400
			B					18.4100
			C					19.3300
			D					20.3000
			E					21.3200
9633	Recreation Leader III	LS	A					19.8900
			B					20.8900
			C					21.9300
			D					23.0300
			E					24.1800
4401	Recreation Program Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3513	Recreation Services Manager*	TMMBU	A		3,985.11	8,634.41	103,612.86	49.8139
			B		4,184.38	9,066.16	108,793.88	52.3048
			C		4,393.59	9,519.45	114,233.34	54.9199
			D		4,613.28	9,995.44	119,945.28	57.6660
			E		4,843.94	10,495.20	125,942.44	60.5493

City of Tracy
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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3505	Recreation Services Supervisor*	TMMBU	A		3,622.84	7,849.49	94,193.84	45.2855
			B		3,803.99	8,241.98	98,903.74	47.5499
			C		3,994.19	8,654.08	103,848.94	49.9274
			D		4,193.89	9,086.76	109,041.14	52.4236
			E		4,403.58	9,541.09	114,493.08	55.0448
9626	Recreation Specialized Instructor	LS	Min					14.0000
			Max					49.6600
4113	Senior Account Clerk	TTSSEA	A		2,329.23	5,046.67	60,559.98	29.1154
			B		2,445.69	5,299.00	63,587.94	30.5711
			C		2,567.98	5,563.96	66,767.48	32.0998
			D		2,696.39	5,842.18	70,106.14	33.7049
			E		2,831.19	6,134.25	73,610.94	35.3899
3105	Senior Accountant*	TMMBU	A		3,764.80	8,157.07	97,884.80	47.0600
			B		3,953.05	8,564.94	102,779.30	49.4131
			C		4,150.70	8,993.18	107,918.20	51.8838
			D		4,358.24	9,442.85	113,314.24	54.4780
			E		4,576.16	9,915.01	118,980.16	57.2020
4202	Senior Accounting Technician	TTSSEA	A		3,020.32	6,544.03	78,528.32	37.7540
			B		3,171.34	6,871.24	82,454.84	39.6418
			C		3,329.92	7,214.83	86,577.92	41.6240
			D		3,496.42	7,575.58	90,906.92	43.7053
			E		3,671.25	7,954.38	95,452.50	45.8906
5323	Senior Building Maintenance Worker	TEAMSTERS	A		2,560.67	5,548.12	66,577.42	32.0084
			B		2,688.69	5,825.50	69,905.94	33.6086
			C		2,823.12	6,116.76	73,401.12	35.2890
			D		2,964.29	6,422.63	77,071.54	37.0536
			E		3,112.52	6,743.79	80,925.52	38.9065
3304	Senior Civil Engineer*	TMMBU	A		4,690.70	10,163.18	121,958.20	58.6338
			B		4,925.23	10,671.33	128,055.98	61.5654
			C		5,171.50	11,204.92	134,459.00	64.6438
			D		5,430.08	11,765.17	141,182.08	67.8760
			E		5,701.58	12,353.42	148,241.08	71.2698
5315	Senior Equipment Mechanic	TEAMSTERS	A		2,675.25	5,796.38	69,556.50	33.4406
			B		2,809.00	6,086.17	73,034.00	35.1125
			C		2,949.46	6,390.50	76,685.96	36.8683
			D		3,096.92	6,709.99	80,519.92	38.7115
			E		3,251.77	7,045.50	84,546.02	40.6471
4208	Senior Information Systems Technician	TTSSEA	A		3,118.90	6,757.62	81,091.40	38.9863
			B		3,274.85	7,095.51	85,146.10	40.9356
			C		3,438.60	7,450.30	89,403.60	42.9825
			D		3,610.53	7,822.82	93,873.78	45.1316
			E		3,791.05	8,213.94	98,567.30	47.3881
9637	Senior Lifeguard	LS	A					17.5400
			B					18.4100
			C					19.3300
			D					20.3000
			E					21.3200

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5305	Senior Maintenance Worker	TEAMSTERS	A		2,497.45	5,411.14	64,933.70	31.2181
			B		2,622.30	5,681.65	68,179.80	32.7788
			C		2,753.42	5,965.74	71,588.92	34.4178
			D		2,891.10	6,264.05	75,168.60	36.1388
			E		3,035.64	6,577.22	78,926.64	37.9455
3203	Senior Planner*	TMMBU	A		4,021.02	8,712.21	104,546.52	50.2628
			B		4,222.07	9,147.82	109,773.82	52.7759
			C		4,433.18	9,605.22	115,262.68	55.4148
			D		4,654.84	10,085.49	121,025.84	58.1855
			E		4,887.58	10,589.76	127,077.08	61.0948
4410	Senior Police Records Assistant	TTSSEA	A		2,466.52	5,344.13	64,129.52	30.8315
			B		2,589.87	5,611.39	67,336.62	32.3734
			C		2,719.33	5,891.88	70,702.58	33.9916
			D		2,855.30	6,186.48	74,237.80	35.6913
			E		2,998.07	6,495.82	77,949.82	37.4759
5504	Senior Public Safety Dispatcher	TEAMSTERS	A		3,064.98	6,640.79	79,689.48	38.3123
			B		3,218.24	6,972.85	83,674.24	40.2280
			C		3,379.15	7,321.49	87,857.90	42.2394
			D		3,548.11	7,687.57	92,250.86	44.3514
			E		3,725.53	8,071.98	96,863.78	46.5691
5356	Senior Utilities Worker	TEAMSTERS	A		2,622.79	5,682.71	68,192.54	32.7849
			B		2,753.81	5,966.59	71,599.06	34.4226
			C		2,891.42	6,264.74	75,176.92	36.1428
			D		3,036.44	6,578.95	78,947.44	37.9555
			E		3,187.23	6,905.67	82,867.98	39.8404
3343	Supervising Building Inspector*	TMMBU	A		3,599.96	7,799.91	93,598.96	44.9995
			B		3,779.96	8,189.91	98,278.96	47.2495
			C		3,968.96	8,599.41	103,192.96	49.6120
			D		4,167.41	9,029.39	108,352.66	52.0926
			E		4,375.78	9,480.86	113,770.28	54.6973
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A		3,752.51	8,130.44	97,565.26	46.9064
			B		3,940.14	8,536.97	102,443.64	49.2518
			C		4,137.15	8,963.83	107,565.90	51.7144
			D		4,343.99	9,411.98	112,943.74	54.2999
			E		4,561.19	9,882.58	118,590.94	57.0149
3117	System Administrator*	TMMBU	A		3,502.59	7,588.95	91,067.34	43.7824
			B		3,677.72	7,968.39	95,620.72	45.9715
			C		3,861.60	8,366.80	100,401.60	48.2700
			D		4,054.69	8,785.16	105,421.94	50.6836
			E		4,257.43	9,224.43	110,693.18	53.2179
9361	Theatre Technician	LS	A					28.8400
			B					30.2800
			C					31.8000
			D					33.3900
			E					35.0600

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4420	Transit Coordinator	TTSSEA	A		2,505.31	5,428.17	65,138.06	31.3164
			B		2,630.59	5,699.61	68,395.34	32.8824
			C		2,762.11	5,984.57	71,814.86	34.5264
			D		2,900.21	6,283.79	75,405.46	36.2526
			E		3,045.22	6,597.98	79,175.72	38.0653
3515	Transit Manager*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854
1109	Transportation Commissioner			Stipend \$50.00 per meeting				
3424	Utilities Laboratory Superintendent*	TMMBU	A		4,047.63	8,769.87	105,238.38	50.5954
			B		4,250.02	9,208.38	110,500.52	53.1253
			C		4,462.52	9,668.79	116,025.52	55.7815
			D		4,685.65	10,152.24	121,826.90	58.5706
			E		4,919.92	10,659.83	127,917.92	61.4990
5350	Utilities Worker I	TEAMSTERS	A		1,874.60	4,061.63	48,739.60	23.4325
			B		1,968.54	4,265.17	51,182.04	24.6068
			C		2,066.59	4,477.61	53,731.34	25.8324
			D		2,170.42	4,702.58	56,430.92	27.1303
			E		2,280.01	4,940.02	59,280.26	28.5001
5353	Utilities Worker II	TEAMSTERS	A		2,381.36	5,159.61	61,915.36	29.7670
			B		2,500.84	5,418.49	65,021.84	31.2605
			C		2,625.26	5,688.06	68,256.76	32.8158
			D		2,757.10	5,973.72	71,684.60	34.4638
			E		2,894.71	6,271.87	75,262.46	36.1839
3403	Utility Line Maintenance Superintendent*	TMMBU	A		4,124.00	8,935.33	107,224.00	51.5500
			B		4,330.18	9,382.06	112,584.68	54.1273
			C		4,546.70	9,851.18	118,214.20	56.8338
			D		4,774.03	10,343.73	124,124.78	59.6754
			E		5,012.73	10,860.92	130,330.98	62.6591
3423	Utility Maintenance Superintendent*	TMMBU	A		4,200.33	9,100.72	109,208.58	52.5041
			B		4,410.34	9,555.74	114,668.84	55.1293
			C		4,630.85	10,033.51	120,402.10	57.8856
			D		4,862.40	10,535.20	126,422.40	60.7800
			E		5,105.51	11,061.94	132,743.26	63.8189
3410	Utility Maintenance Supervisor*	TMMBU	A		3,500.26	7,583.90	91,006.76	43.7533
			B		3,675.28	7,963.11	95,557.28	45.9410
			C		3,859.04	8,361.25	100,335.04	48.2380
			D		4,052.00	8,779.33	105,352.00	50.6500
			E		4,254.60	9,218.30	110,619.60	53.1825
5411	Utility Mechanic I	TEAMSTERS	A		2,805.51	6,078.61	72,943.26	35.0689
			B		2,945.79	6,382.55	76,590.54	36.8224
			C		3,093.07	6,701.65	80,419.82	38.6634
			D		3,247.73	7,036.75	84,440.98	40.5966
			E		3,410.11	7,388.57	88,662.86	42.6264

City of Tracy
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Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5412	Utility Mechanic II	TEAMSTERS	A		2,875.63	6,230.53	74,766.38	35.9454
			B		3,019.42	6,542.08	78,504.92	37.7428
			C		3,170.39	6,869.18	82,430.14	39.6299
			D		3,328.90	7,212.62	86,551.40	41.6113
			E		3,495.35	7,573.26	90,879.10	43.6919
5404	Utility Operator	TEAMSTERS	A		3,362.14	7,284.64	87,415.64	42.0268
			B		3,530.21	7,648.79	91,785.46	44.1276
			C		3,706.74	8,031.27	96,375.24	46.3343
			D		3,892.08	8,432.84	101,194.08	48.6510
			E		4,086.68	8,854.47	106,253.68	51.0835
3422	Wastewater Operations Superintendent*	TMMBU	A		4,200.33	9,100.72	109,208.58	52.5041
			B		4,410.34	9,555.74	114,668.84	55.1293
			C		4,630.85	10,033.51	120,402.10	57.8856
			D		4,862.40	10,535.20	126,422.40	60.7800
			E		5,105.51	11,061.94	132,743.26	63.8189
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A		2,658.93	5,761.02	69,132.18	33.2366
			B		2,791.86	6,049.03	72,588.36	34.8983
			C		2,931.46	6,351.50	76,217.96	36.6433
			D		3,078.04	6,669.09	80,029.04	38.4755
			E		3,231.95	7,002.56	84,030.70	40.3994
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A		2,798.88	6,064.24	72,770.88	34.9860
			B		2,938.80	6,367.40	76,408.80	36.7350
			C		3,085.75	6,685.79	80,229.50	38.5719
			D		3,240.05	7,020.11	84,241.30	40.5006
			E		3,402.06	7,371.13	88,453.56	42.5258
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A		2,946.19	6,383.41	76,600.94	36.8274
			B		3,093.47	6,702.52	80,430.22	38.6684
			C		3,248.16	7,037.68	84,452.16	40.6020
			D		3,410.58	7,389.59	88,675.08	42.6323
			E		3,581.11	7,759.07	93,108.86	44.7639
3421	Water Operations Superintendent*	TMMBU	A		4,124.00	8,935.33	107,224.00	51.5500
			B		4,330.18	9,382.06	112,584.68	54.1273
			C		4,546.70	9,851.18	118,214.20	56.8338
			D		4,774.03	10,343.73	124,124.78	59.6754
			E		5,012.73	10,860.92	130,330.98	62.6591
9351	Water Patrol Aide	LS	A					16.5200
			B					17.3500
			C					18.2100
			D					19.1200
			E					20.0800
3415	Water Resources and Compliance Manager*	TMMBU	A		3,901.95	8,454.23	101,450.70	48.7744
			B		4,097.03	8,876.90	106,522.78	51.2129
			C		4,301.90	9,320.78	111,849.40	53.7738
			D		4,516.98	9,786.79	117,441.48	56.4623
			E		4,742.83	10,276.13	123,313.58	59.2854

City of Tracy
Master Salary Schedule

Effective 08-15-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5401	Water Treatment Plant Operator I	TEAMSTERS	A		2,832.88	6,137.91	73,654.88	35.4110
			B		2,974.53	6,444.82	77,337.78	37.1816
			C		3,123.26	6,767.06	81,204.76	39.0408
			D		3,279.42	7,105.41	85,264.92	40.9928
			E		3,443.38	7,460.66	89,527.88	43.0423
5402	Water Treatment Plant Operator II	TEAMSTERS	A		2,981.98	6,460.96	77,531.48	37.2748
			B		3,131.09	6,784.03	81,408.34	39.1386
			C		3,287.65	7,123.24	85,478.90	41.0956
			D		3,452.02	7,479.38	89,752.52	43.1503
			E		3,624.62	7,853.34	94,240.12	45.3078
5403	Water Treatment Plant Operator III	TEAMSTERS	A		3,138.93	6,801.02	81,612.18	39.2366
			B		3,295.88	7,141.07	85,692.88	41.1985
			C		3,460.68	7,498.14	89,977.68	43.2585
			D		3,633.71	7,873.04	94,476.46	45.4214
			E		3,815.39	8,266.68	99,200.14	47.6924

RESOLUTION 2021 - _____

APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY POLICE MANAGERS ASSOCIATION (TPMA), AUTHORIZING THE CITY MANAGER TO AMEND THE FY 2021-22 BUDGET AND CITY MASTER SALARY SCHEDULE TO REFLECT THE MOU

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the Tracy Police Managers Association (TPMA) expired on June 30, 2021, and

WHEREAS, Representatives from the City and the Tracy Police Managers Association (TPMA) have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2021 through June 30, 2023, and

WHEREAS, The American Rescue Plan Act (ARPA), Fiscal Recovery Funds, Congress provided to State, local and Tribal governments can be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to essential workers in recognition of their sacrifices over the last year, and

WHEREAS, All parties agreed to the newly negotiated MOU covering the period of July 1, 2021 to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, That City Council and the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the Tracy Police Managers Association, authorizes the City Manager to amend the FY 2021-22 budget and City Master Salary Schedule to reflect the MOU.

* * * * *

The foregoing Resolution 2021 - _____ was adopted by the Tracy City Council on the 17th day of August, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2021 - _____

APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY FIREFIGHTERS ASSOCIATION (TFFA), AUTHORIZING THE CITY MANAGER TO AMEND THE FY 2021-22 BUDGET AND CITY MASTER SALARY SCHEDULE TO REFLECT THE MOU

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the Tracy Firefighters Association (TFFA) expired on June 30, 2021, and

WHEREAS, Representatives from the City and the Tracy Firefighters Association (TFFA) have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2021 through June 30, 2023, and

WHEREAS, The American Rescue Plan Act (ARPA), Fiscal Recovery Funds, Congress provided to State, local and Tribal governments can be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to essential workers in recognition of their sacrifices over the last year, and

WHEREAS, All parties agreed to the newly negotiated MOU covering the period of July 1, 2021 to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, That City Council and the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the Tracy Firefighters Association, authorizes the City Manager to amend the FY 2021-22 budget and City Master Salary Schedule to reflect the MOU.

* * * * *

The foregoing Resolution 2021 - _____ was adopted by the Tracy City Council on the 17th day of August, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2021 - _____

APPROVING A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION (SCFCOA), AUTHORIZING THE CITY MANAGER TO AMEND THE FY 2021-22 BUDGET AND CITY MASTER SALARY SCHEDULE TO REFLECT THE MOU

WHEREAS, The Memorandum of Understanding (MOU) between the City of Tracy and the South County Fire Chief Officers Association (SCFCOA) expired on June 30, 2021, and

WHEREAS, Representatives from the City and the South County Fire Chief Officers Association (SCFCOA) have met and conferred in good faith to negotiate a new MOU, and

WHEREAS, Agreement has been reached on a new MOU covering the period of July 1, 2021 through June 30, 2023, and

WHEREAS, The American Rescue Plan Act (ARPA), Fiscal Recovery Funds, Congress provided to State, local and Tribal governments can be used to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to essential workers in recognition of their sacrifices over the last year, and

WHEREAS, All parties agreed to the newly negotiated MOU covering the period of July 1, 2021 to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves a new Memorandum of Understanding between the City of Tracy and the South County Fire Chief Officers Association, authorizes the City Manager to amend the FY 2021-22 budget and City Master Salary Schedule to reflect the MOU.

* * * * *

The foregoing Resolution 2021 - _____ was adopted by the Tracy City Council on the 17th day of August, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.B

REQUEST

RECEIVE SUMMARY OF COMMUNITY OUTREACH FOR THE WESTSIDE SPECIFIC PLAN PROJECT (FORMERLY TRACY GATEWAY), INCLUDING THE PROPERTY OWNERS REVISED LAND USE PLAN ALTERNATIVES, AND PROVIDE DIRECTION TO STAFF

EXECUTIVE SUMMARY

On April 6, 2021, the City Council received an update on the status of the Westside Specific Plan Project, during which they asked for community input on the property owners' revised land use plan alternatives and future development of the Westside Specific Plan area. Subsequent to Council direction, staff coordinated a virtual and in-person community engagement process and an on-line survey to solicit feedback about the Westside property owners proposed land use changes. The August 17, 2021 agenda item will include a presentation by the City's consultant, Kimley-Horn Associates (KHA) that includes a summary of the input received from the community engagement effort. The discussion will also serve as an opportunity to update Council and the community about next steps as it relates to the Westside Specific Plan project process, and receive additional direction from Council.

DISCUSSION

Background

The 538-acre Westside Specific Plan Project area (formerly Tracy Gateway), annexed to the City in 2002, is located southwest of the intersection of Eleventh Street and Lammers Road (Attachment A). Following annexation, no development applications were submitted for the approved plan's business park, office buildings, retail, golf course, or other improvements. Property ownership changed, some lenders foreclosed on property loans, and the lack of timely progress contributed to a sense that the plan is out of step with current market conditions.

In 2018, the City Council awarded a contract in an amount not-to-exceed \$500,000 to KHA to help property owners and the City re-evaluate the land use assumptions of the project and to develop a new Specific Plan for the property. The process began with a real estate market analysis forecast, continued with multiple property-owner meetings, and evaluation of land use plan alternatives and infrastructure solutions. Approximately \$500,000 has been spent and is expected to be reimbursed to the City through a Specific Plan fee to be set up through adoption of the Specific Plan. Followed by the Specific Plan adoption, an agreement between the City and property owners will be drafted to codify the reimbursement arrangement.

The City Council received an update on the project on March 5, 2019 and was presented with the property owners' preferred land use plan. Work commenced on the Draft Specific Plan and Environmental Impact Report (EIR) until, in 2020, some property

owners expressed an interest in changing their preferred land use designations from their 2019 preferences.

On April 6, 2021, the City Council received an update on the status of the Westside Specific Plan Project, including a revised land use plan from that which the Council reviewed on March 5, 2019. During the meeting, the City Council directed staff to seek community input on future development of the Westside Specific Plan area, including the property owners' revised preferred land use plan alternatives.

Public Input

The public input included the creation of an interactive web site for community members to comment on land use alternatives and potential development within the Westside Project area, a public survey, and a virtual (Zoom) and in-person community meeting on July 22, 2021. The survey was open for public input from the week of July 12th through August 4th. Notification of the web site, survey, and community meeting was posted to the City's web site, distributed on all City social media platforms, and emailed directly to the Tracy Press, Chamber of Commerce, City business license holders, seniors groups, for-profit and non-profit builders lists, Westside property owners, and interested parties who have addressed the City Council or otherwise expressed interest in this project area or similar projects in the past.

There were approximately 5,000 visits to the interactive web site set up to receive the public input. The 5,000 visits were made by 1,337 different individuals. A number of the individuals visited the web site more than one time. Of the 1,337 visitors, 91 individuals provided a total of 158 comments.

The interactive web site also included a link to a survey where participants could rate land use alternatives, development styles, amenity preferences, and provide comments on development preferences for the Westside Specific Plan area. The survey received responses from 421 participants.

During the July 22nd public meeting, 24 people attended in person, and 37 people joined the Zoom meeting virtually.

The August 17, 2021 agenda item will include a presentation of the survey results, a summary of the public input; and all of the public comments will be published and available for public review. The Westside Specific Plan Community Engagement Report is attached to this staff report (Attachment B). The City Council will be asked to identify preferred land use designations and any other direction to be included in the Draft Westside Specific Plan.

Next Steps

Following tonight's City Council meeting, City staff will incorporate direction from the City Council in working with KHA and the property owners to develop a Draft Specific Plan and a Draft EIR for public review.

If property-owner funding to pay the costs of the City's consultants, including KHA, continues on schedule, the Draft Specific Plan and EIR are anticipated to be ready for

public review before the end of this year. Once the Draft Specific Plan is prepared, staff anticipates approximately two months of public review, followed by public hearings by the Planning Commission and City Council prior to final adoption. If significant policy or land-use changes are proposed or warrant City Council review, additional updates or direction from City Council will be scheduled.

STRATEGIC PLANS

This project is related to the City Council's Economic Development Strategy Goal 6.3: Rezone Tracy Westside (Gateway) property for mix of land uses to attract businesses, future hospital, and various types of assisted and independent/senior living.

FISCAL IMPACT

In the 2017/18 fiscal year, the City budgeted \$500,000 to initiate this Specific Plan effort and entered into contract with KHA. Kimley-Horn Associates' initial work was financed through a Professional Services Agreement (PSA) approved by the City Council on May 1, 2018, Resolution Number 2018-081 for a not-to-exceed amount of \$500,000. The \$500,000 has been spent and is expected to be reimbursed to the City through a Specific Plan fee to be set up through adoption of the Specific Plan. Followed by the Specific Plan adoption, an agreement between the City and property owners will be drafted to codify the reimbursement arrangement. Consultant costs beyond the initial \$500,000 to develop the Specific Plan through adoption are estimated at \$275,164, which will be borne by the Westside property owners. The property owners have already begun to pay these expenses and are expected to pay all KHA and other City consultant costs incurred for this project.

RECOMMENDATION

Staff recommends that the City Council receive the Westside Specific Plan public input summary and provide direction to staff.

Prepared by: Alan Bell, Senior Planner

Reviewed by: Bill Dean, Interim Development Services Director
Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Tracy Gateway Project Area
Attachment B – Westside Specific Plan Community Engagement Report

Tracy Gateway Project Site

Attachment A





Westside Specific Plan Community Engagement Report



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Appendices

- A: Land Use Alternatives Written Responses
- B: Preference Survey Response to Questions
- C: Preference Survey Written Responses
- D: Westside Submitted Written Comments

Introduction

City of Tracy is preparing a Specific Plan for the 536-acre Westside site (the Plan Area), located in western Tracy. A previous Tracy Gateway General Plan Amendment and Concept Development Plan was originally approved along with annexation to the City in 2002. However, due to challenging market conditions, requirements related to scope and phasing of infrastructure, economic feasibility and other factors, development of the Tracy Gateway Project did not occur.

The City has been working with property owners to reanalyze and reimagine the Plan Area and facilitate implementation of a new, and feasible, development project. If adopted, the Westside Specific Plan would establish a planning framework for the future development of a mixture of uses including commercial, retail, medical, institutional, and residential uses.

In response to City Council direction in March 2019, the City began preparing a Specific Plan (which included a draft land use plan) and an Environmental Impact Report (EIR). In late 2020, property owners provided feedback on the City's preliminary draft Specific Plan and expressed a preference to redesignate approximately 180 acres of the Plan Area from institutional and assisted living to either industrial or residential land uses. The property owners presented two alternatives to the draft land use plan.

In April of 2021, the City Council directed staff to reach out to the community to obtain community feedback on these two alternatives as well as receive general comments about the project.

Community Engagement Process

The community engagement process included the following:

- Preparation of a flyer to advertise and solicit community input (see below).
- Posting and announcement on the home page of the City of Tracy's website and all of the City's social media platforms.
- Emailed notification directly to the Tracy Press, Chamber of Commerce, City business license holders, seniors groups, for-profit and non-profit builders, Westside property owners, and interested parties who have addressed the City Council or otherwise expressed interest in this project area.
- Creating a Westside Community Engagement website hosted by Social Pinpoint, a community engagement web "platform". This website provided background information about the project, a mapping tool that enabled the public to post comments directly on the two land use alternatives, and links to a survey and community meeting (described below).
- A preference survey (using Survey Monkey), linked from the website.

- A Westside Community Meeting which was held both virtually (via Zoom) and in-person on Thursday, July 22nd.

Westside Community Engagement Flyer



Westside Specific Plan Land Use Alternatives – Community Outreach

The City of Tracy is preparing a Specific Plan for the 536-acre Westside site (the Plan Area), located in western Tracy. A previous Tracy Gateway General Plan Amendment and Concept Development Plan was originally approved and annexed to the City in 2002. However, due to challenging market conditions, requirements related to scope and phasing of infrastructure, economic feasibility and other factors, development of the Tracy Gateway Project did not occur.

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In April of 2021, the City Council directed staff to reach out to the community to obtain community feedback on these two alternatives.

We Need Your Input!

Using the website link below, the City is seeking your input on the following by August 4th:

Comment on the Land Use Alternatives

Provide your comments on the two land use alternatives as proposed by the property owners.

Take the Visual Preference Survey

A survey has been prepared for community members to rate what types of land uses and amenities might be appropriate for the Plan Area.

Attend the Community Meeting

A (virtual) community meeting will be held on Thursday, July 22nd from 7:00 to 9:00 PM. This meeting will be accessible via Zoom using the project link in the box. You can also attend in person at Tracy City Hall, Room 203. This community meeting will provide an opportunity for you to ask questions and provide verbal and written comments to City staff.



How To Get Involved

- Comment on the Land Use Alternatives
- Take the Visual Preference Survey
- Attend the (Virtual) Community Meeting

Thursday, July 22nd 7:00 to 9:00 PM

More project information and access to the above can be found at:
<https://engagekh.com/westside-specific-plan>

Engagement Participation

Community engagement was exceptionally very high, which is a testament to the strong interest the community has in the project.

Westside Community Engagement Website

The Westside Community Engagement website was “visited” nearly 5,000 times by 1,337 unique users. Of these, 91 individuals (Unique Stakeholders) provided 158 comments on the land use alternatives maps.

4949

Total Visits

1337

Unique Users

1:22

Avg Time (min)

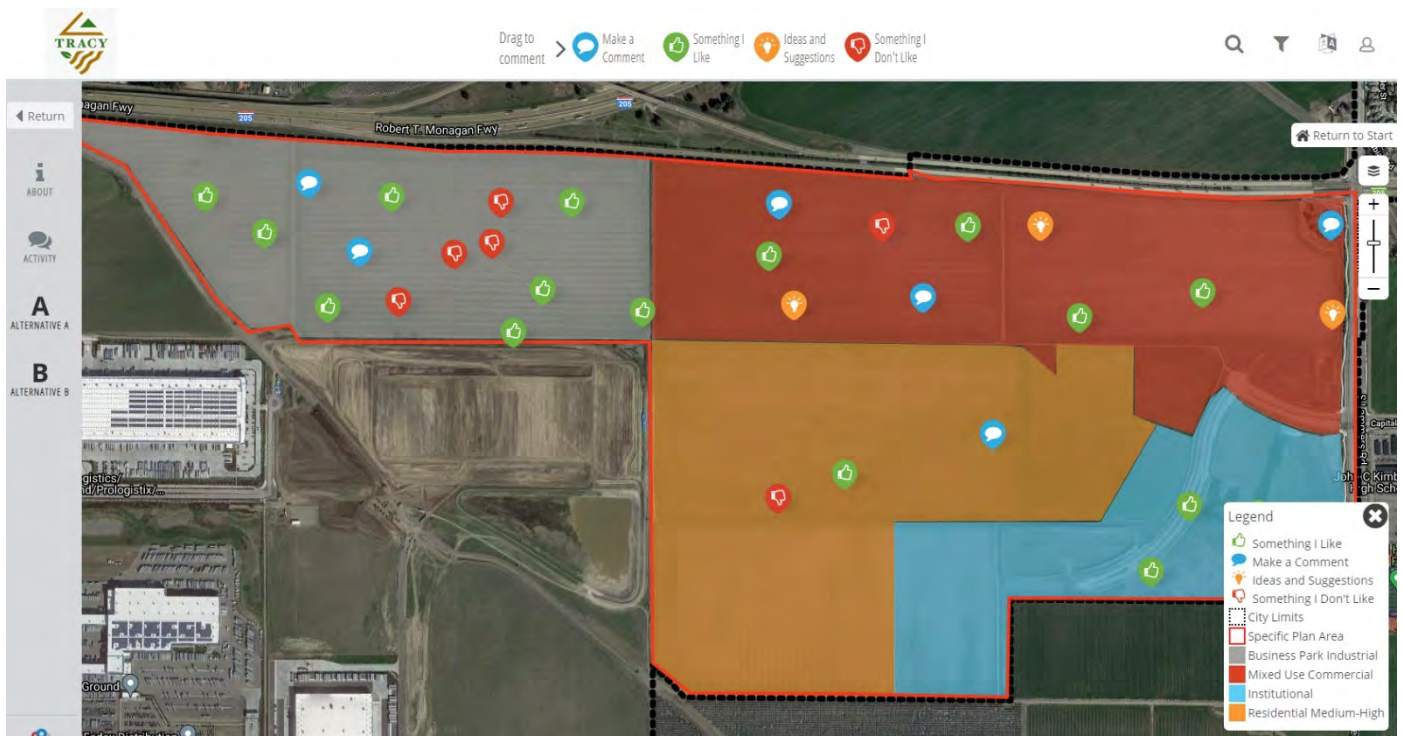
91

Unique Stakeholders

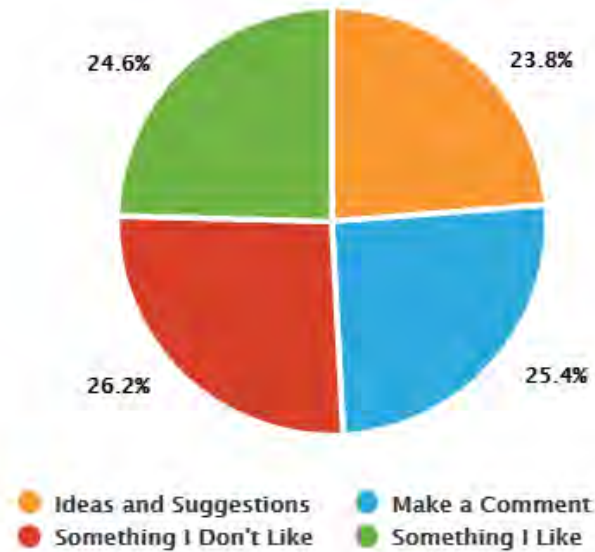
158

Comments

Comments were provided on three maps using pull-down icons organized by four categories. An example for Alternative A is shown below.



The comments were fairly evenly distributed at 25% for each category.



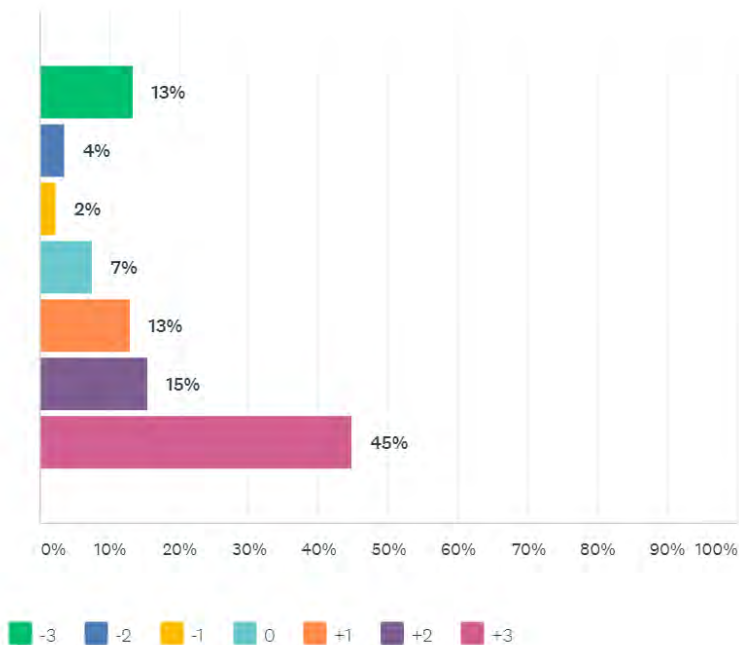
Written responses for each category as shown in [Appendix A: Land Use Alternatives Written Responses](#).

Preference Survey

The Westside Community Engagement Website included a link to a Preference Survey using Survey Monkey. A total of 421 surveys were collected. The survey included 35 questions in which respondents were asked to comment on the two land use alternatives, as well as a series of questions indicating their preferences regarding various planning and design issues such as land use densities, design features, and amenities. An example question is shown below.

A hospital and associated medical office buildings, labs, clinics, etc. are an appropriate land use for Westside.

Answered: 388 Skipped: 33



The survey also included an open-ended question where respondents were asked to provide written comments regarding future development at Westside, in which 198 comments were received. A summary of the survey responses is described in the Survey Findings, below. Charts related to each response are shown in [Appendix B: Preference Survey Response to Questions](#). Written responses are shown in [Appendix C: Preference Survey Written Responses](#).

Community Meeting

A Westside Community Meeting was held both virtually (via Zoom) and at City Hall on Thursday, July 22 from 7:00 to 9:00 PM. In addition to City staff, 24 members of the public attended the in-person meeting and 37 individuals attended via Zoom.

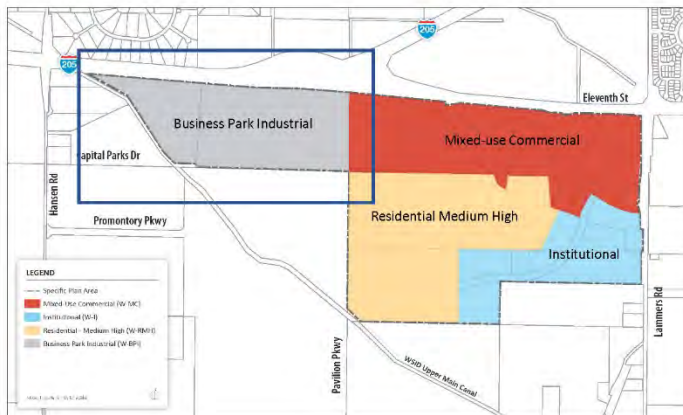
City staff and consultants provided a presentation about the project including background and context, and the two land use alternatives. Discussion followed before closing with a presentation regarding next steps.



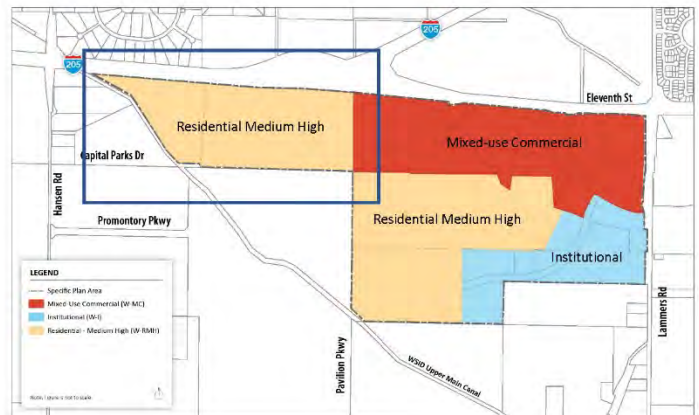
Summary of Findings

Land Use Alternatives

A key aspect of the community engagement process was to identify the public's preference between two land use alternatives, namely **Alternative A: Business Park Industrial** and **Alternative B: Residential – Medium High**. As shown below, the difference between the two alternatives focuses on the approximately 120 acre “panhandle” located in the northwestern corner of the Specific Plan area.



Alternative A: Business Park Industrial in “Panhandle”

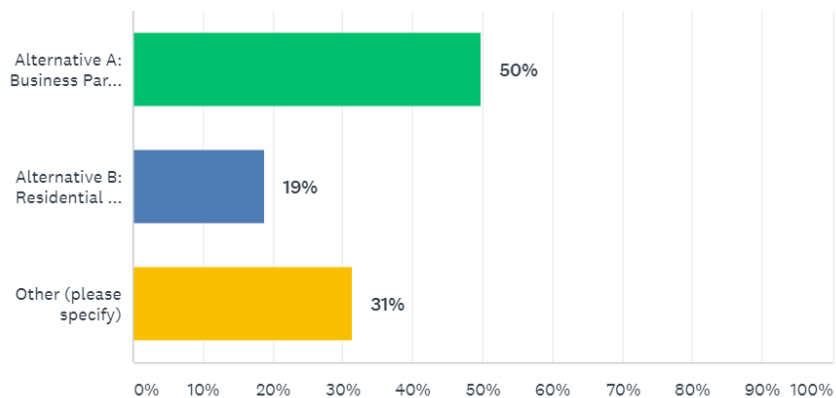


Alternative B: Residential – Medium High in “Panhandle”

Based on the survey results to Question 1 shown below, 50% of the respondents were in favor of **Alternative A: Business Park Industrial**, 19% were in favor of **Alternative B: Residential – Medium High**, and 31% were in favor of “Other”.

Which land use do you prefer in the “panhandle” as shown in the blue box.

Answered: 418 Skipped: 3

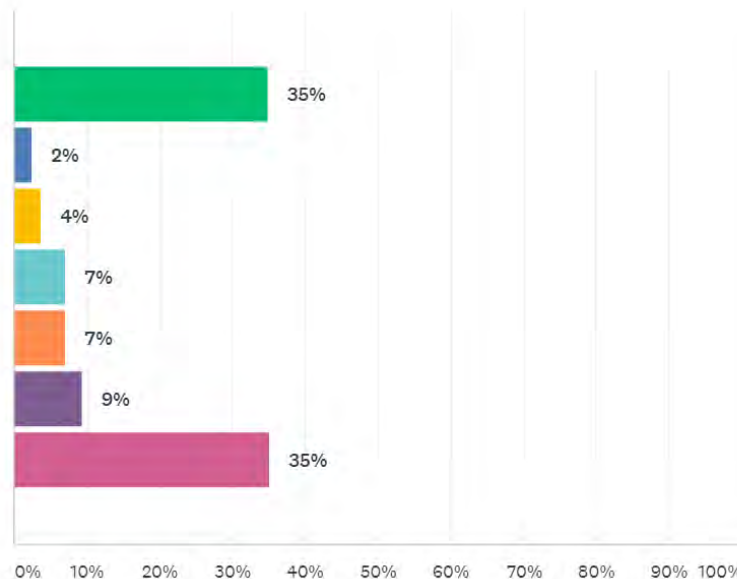


To further clarify community preferences on the two alternatives, two additional questions were asked regarding their preference as to “appropriateness” of both Business Park Industrial and Residential--Medium Density in the panhandle. These, and subsequent preference questions used a rating scale of Strongly Disagree (-3) to Strongly Agree (+3).

As shown below, for **Alternative A: Business Park Industrial**, respondents were generally divided between strongly disagree (35%) and strongly agree (35%). For **Alternative B: Residential – Medium High**, a majority of respondents (53%) strongly disagreed.

I believe that Business Park Industrial is an appropriate land use in the "panhandle".

Answered: 404 Skipped: 17



Summary of Land Use and Design Features Survey Preferences

Following is a summary of preferences regarding the “appropriateness” of other land uses and design features:

- Single-family residential – 42% strongly **disagreed** (-3)
- Secondary units (i.e., accessory dwelling units) – 48% strongly **disagreed** (-3)
- Duplexes – 51% strongly **disagreed** (-3)
- Townhomes and condominiums – 51% strongly **disagreed** (-3)
- Multi-family – 54% strongly **disagreed** (-3)
- Active “main Street” retail – 50% strongly **agreed** (+3)

- Public gathering spaces for events and social activities – 50% strongly **agreed** (+3)
- A hospital and associated medical office buildings, labs, clinics, etc. – 45% strongly **agreed** (+3)
- Large-format distribution facilities – 59% strongly **disagreed** (-3)
- Warehouse/distribution facilities should incorporate architectural design features and landscaping to minimize their visual impact – 31% strongly **disagreed** (-3) and 31% strongly **agreed** (+3)
- A business park that allows flexible light industrial and manufacturing designed for multiple tenants – 35% strongly **disagreed** (-3) and 18% strongly **agreed** (+3)
- Buildings setbacks from I-205 and incorporate landscape screening to minimize their visual impact – 45% strongly **agreed** (+3)
- Incorporation of roundabout at appropriate intersections – 26% strongly **disagreed** (-3), 22% neutral (0), and 21% strongly **agreed** (+3)
- Incorporation of multi-use pedestrian/bicycle trails – 59% strongly **agreed** (+3)

Written Comments

Written comments were received from both the Westside Community Engagement Website (via the land use alternatives mapping application) and the preference survey. A complete list of these comments are found in **Appendix A: Land Use Alternatives Written Responses** and **Appendix C: Preference Survey Written Responses**. Written comments from two individuals were also submitted to City staff. A copy of these comments can be found in **Appendix D: Westside Submitted Written Comments**.

Following is a high-level summary of these comments. Readers are encouraged to read the complete set of comments and draw their own conclusions and observations.

Provide more high-quality retail that serves the Tracy community

Many respondents commented on the lack of higher-quality retail in Tracy and the fact that they have to travel to other cities (e.g. Livermore, Pleasanton, Dublin, and Manteca). There was also a particular focus on the need for better grocery stores (e.g., Trader Joes, Sprouts, etc.)

Create opportunities to attract higher-paying jobs

When development was supported, respondents expressed a strong desire for land uses that provide higher-paying jobs (e.g., Information Technology). They also expressed a desire for education opportunities that support training for technology and business.

Provide more entertainment venues, trails, and recreation opportunities, particularly ones that are family-friendly

A significant number of respondents expressed a desire for more family-friendly activities such as skateparks, trails, sports park, etc. A number of people suggested creating a community

gathering place (e.g., “main street”) that supports community events and entrainment, as well as retail activity.

Warehouses and housing

Many people stated that they did not want housing or warehouses. When addressing only warehouses, most respondents were not in favor of more large-format industrial warehouse space. Additionally, many commenters were in favor of smaller-scale business parks, particularly that supported small business and manufacturing.

When addressing only housing, many respondents expressed the need for more affordable housing, both rental and ownership.

Infrastructure and water supply

When addressed, respondents were concerned about adequate infrastructure and water. Traffic congestion was a consistent issue.

Strong support for a new hospital and associated medical services

Nearly everyone who commented on this topic was in favor of a new hospital and associated medical services. Some noted capacity issues associated with current growth as well as the need to drive to other communities for certain services.

Community Meeting

A broad range of comments at the Community Meeting were provided, which are summarized as follows:

- Generally, most participants were not in favor of more large-format industrial warehouse buildings.
- There was a request to close Hansen Road due to existing truck traffic affecting the Lammers residential neighborhood to the north.
- Many people expressed concerns regarding adequate infrastructure and traffic congestion, particularly if new development is planned. People asked where traffic will be routed and how truck traffic will affect the area, particularly heading east to Lammers Road.
- A person asked about conversations the City is having with Sutter and to confirm their interest in the project.
- There was a request to include educational and training opportunities, particularly as they relate to health care and opportunities for coordination with John C. Kimball High School.
- A number of people asked that there more recreation opportunities, particularly bikes and trails, parks, and other recreation facilities.

- A person asked for clarification about what constitutes “industrial” and “business park industrial”.
- A number of people asked what happened to the senior living land use designation.
- A person asked about the buildout timing of Cordes Ranch and the timing of the Wellness Park.
- A person asked for clarification about the timing of the project and when initial development is anticipated.
- A number of people emphasized the need to retain higher-paying jobs and employment opportunities.
- One person asked about residential development in this area relative to the City’s Growth Management Ordinance.
- Mike Souza, representing the property owners, noted that all of the property owners are in support of both land use alternatives and appreciate the public’s comments. Their goal is to create an economically viable project based on a combination of land uses.
- Some people expressed the need to create a memorable entrance to Tracy that is attractive, particularly when viewed from I-205.
- One person suggested that any residential development should include a variety of housing types and densities, including affordable housing.
- One person asked about the environmental review process to be sure that all potential impacts are analyzed so that the public can make more informed decisions, particularly with respect to issues such as water, infrastructure, traffic, etc.
- One person suggested we should use our imagination to explore options beyond warehouses and single-family homes. Why rush? Let’s step back and think more long-term.
- A person, representing Prologis, talked about the benefits that their warehouse facilities bring to Tracy including jobs, tax revenues, recreation, etc.

Appendix A: Land Use Alternatives Written Responses

Type	Comment	Up Votes	Down Votes
Ideas and Suggestions	Satellite offices for Silicon Valley companies like Facebook, Tesla, Apple and Google etc. shared workspaces like SoftBank sponsored workspaces will make the trend of leaving East bay and South Bay permanent	18	1
Ideas and Suggestions	Consider mixed use residential, small businesses like coffee shops, Trader Joe's or Whole Foods and parks and trails for residents in that area. L Always including the expansion of roads/lanes to accommodate for the growth and repairing existing roads.	17	1
Ideas and Suggestions	I would love to see some things families can do to for fun. For example a (nice) bowling alley, or go kart racing like K1 speed, or mini Golf.	14	1
Ideas and Suggestions	I believe all residential should be on Lammers Road close to the school and downtown no sense putting residential in the middle of a business Park that doesn't make any common sense	8	2
Ideas and Suggestions	Next-gen office space, Trader's Joe, cuisine food restaurants, recreational areas like waterpark, lake with Park n boating rentals, fashion brand outlets, Hilton, etc...pick any but no more warehouses please.	8	1
Ideas and Suggestions	I would love to see a big, beautiful park in this area for kids to have fun and seniors to enjoy a good and safe walk. I am fed up with taking my son to mountain house for him to play and also to enjoy lots of shade under the plants. Why are we focusing too much on warehouse construction and so less on beautification of our area? Why not think of people who chose Tracy over mountain house? I'd love to see lots of trees in Tracy and less of construction now.	8	0
Ideas and Suggestions	Expand highway lanes to prepare for new growth and travel through to Manteca and beyond.	7	1
Ideas and Suggestions	Residential and offices and shopping are better here, being closer to Bay Area is good for real estate. Industry is better in the east or south	7	0

Type	Comment	Up Votes	Down Votes
	of Tracy next to the highway, like Livermore or other surround bay area cities. Maximizing Tracy economy development.		
Ideas and Suggestions	We definitely need more restaurants Chick-fil-A and stores, Trader Joe's Wholefoods, tired of looking at the industrial business off the freeway. Tracy doesn't look appealing.	4	1
Ideas and Suggestions	I think Tracy should have a place to go and spend the day. We don't have a place to go and enjoy outdoor at the weekend. For example Walnut Creek has heather farm park, it is a nice place to spend time. Tracy need an attraction like that. Otherwise it has enough industrial/residential. Highway is already packed. You don't need to bring more congestion. I read other people's comments they want some stores to come but how many plaza are empty already; they can use those ones.	4	0
Ideas and Suggestions	Please bring something to the city that gives families something to do!! A mini golf place, a man-made lake to walk around, or any activity.	4	0
Ideas and Suggestions	Family recreation, parks, trails, water park.	4	0
Ideas and Suggestions	Kaiser Hospital	3	1
Ideas and Suggestions	There needs to be a better mixed use park in town for trail bike rides, skaters, and a family water park area. I would also like to possibly see a Trauma Center with the rise of accidents and violent crimes. Possibly a trade school or a few trade schools. More career type business (job) opportunities would help residents stay in town and in turn support other businesses in town.	3	0
Ideas and Suggestions	Please no more residential OR industrial. We need higher end shopping venues, family activities (skate park, mini golf, etc.) improve our mall.	3	0
Ideas and Suggestions	I highly encourage increasing traffic enforcement from the Tracy Police Department on this thoroughfare, to discourage speeders who use 11th Street to Interstate 5. Many non-residents drive into our town with no regard to safety for the Tracy residents. Another option	3	0

Type	Comment	Up Votes	Down Votes
	would be to re-configure the intersection traffic lights traveling both East/West through 11th Street.		
Ideas and Suggestions	More retail spaces like coffee shops and restaurants	2	1
Ideas and Suggestions	Much larger Sutter Hospital	1	1
Ideas and Suggestions	How about a theme park. So much for waterpark that "realtors promised!" Something other than what money grabbing self-centered idiots always get!	1	1
Ideas and Suggestions	Agree. There are not enough quality family youth sports activities in Tracy. We need a sports park like the one in Pleasanton. A skate park that is not in an area with homeless people.	1	0
Ideas and Suggestions	Completely agree. We need more places for family fun activities.	1	0
Ideas and Suggestions	Office and light industrial,	0	2
Ideas and Suggestions	This is what Tracy was supposed to have, even Forbes recognized our potential- https://www.forbes.com/sites/mikemalone/2013/06/05/silicon-valleys-newest-address-look-east/?sh=a2389e122705	0	0
Ideas and Suggestions	Mixed use residential would be good here, along with lots of commercial and retail. What's put here should make people want to get off the freeway and spend their money here: entertainment venues, restaurants/cafes, retail shopping, green spaces, community gathering spaces. https://www.visitcalifornia.com/ca/attraction/center-street-promenade	0	0
Ideas and Suggestions	This is the opportunity to turn the Lammers corridor in to an expressway to relieve the traffic problems in town, especially the hassle of reaching the Naglee Rd area.	0	0

Type	Comment	Up Votes	Down Votes
Ideas and Suggestions	Trader Joe's or Whole Foods, please! (Somebody had to say it...)	0	0
Ideas and Suggestions	I highly encourage traffic enforcement from the Tracy Police Department on this thoroughfare, to discourage speeders who use 11th Street to Interstate 5. Many non-residents drive into our town with no regard to safety for the Tracy residents. Another option would be to re-configure the intersection traffic lights through 11th Street.	0	0
Ideas and Suggestions	Council - please ask about and take the Tracy Transportation/roadway master Plan into consideration when assessing and reviewing these plans. It could very well be that any change here would have distinct on how we plan transportation and connectivity to the freeways, especially I-205. There may be pressure to change the transportation plan. There had been significant interest in keeping a spot on the corner for commercial/retail.	0	0
Ideas and Suggestions	The re-thinking of this plan and adding some residential is a good idea. Please think longer-term about this property not for what may only be attractive now, but what might be calling in 25-50 years. Class A office will come calling, while we may not need all of this so designated, we should plan for it here when it does. Do what's possible to expound healthcare in town by leaving the institutional in with the additional as shown.	0	0
Ideas and Suggestions	How about a non-Sutter hospital to give Tracyites a choice that isn't money-grubbing Sutter! Maybe a Kaiser?	0	0
Ideas and Suggestions	What about a small concert venue for small concerts. Savers, new golf course, pools.	0	0
Ideas and Suggestions	Yes more trees	0	0
Ideas and Suggestions	Water park is not planned to be going here, it's on other side of town.	0	0

Type	Comment	Up Votes	Down Votes
Make a Comment	The best thing would be to get some companies like IT based (no more warehouses) to set their offices here in Tracy, since everyone is moving this side. This will help in making the city a family friendly neighborhood. Also the newly growing population, most of who are from Bay Area might enjoy stores like Trader Joe's and 99 ranch. Kids would enjoy enrichment classes like art, music, jiu jitsu, brilliant brains. Indoor play areas like bounce u, rock n jump, trampoline park etc.	21	1
Make a Comment	The last thing Tracy needs at this location is industrial and/or warehouse land uses. The Gateway property is a key location, being the first thing visitors see when they enter Tracy. Aesthetically, warehouses are ugly, noisy and create high traffic corridors in an area whose roads were not designed for such use. Mixed use including retail and residential would be a far better alternative.	19	0
Make a Comment	Please no more warehouses and shipping centers or houses. We need more family centered (not houses) businesses/entertainment options. Businesses that are designed for more than minimum wage employees (not more fast food, pizza, burger places)	18	2
Make a Comment	PLEASE NO MORE RESIDENTIAL. This should be used for businesses so that we can create more jobs and give current residents places to spend their money	16	2
Make a Comment	No more warehouses please, a lot of people are moving to Tracy. It's time we have good retails and entertainment amenities like bowling or top golf. Invite the institutions that will improve the dynamics of the location.	14	0
Make a Comment	We need a regional park something like Lake Elizabeth in Fremont for the Tracy and MH communities. This park will provide all residents a place for casual gathering and leisure activities. It will serve as a name card for the city and become a local attraction. We also need 55+ communities which will be a good retirement option for Bay Area retirees. Small warehouses should also be added to help Tracy local business remain in Tracy and grow.	13	1

Type	Comment	Up Votes	Down Votes
Make a Comment	Please no more warehouses the commuter and big rigs are already wreaking havoc on our roads and in our neighborhoods. Tracy needs more small businesses, schools and entertainment. Tracy is so over populated and we don't have enough schools, shopping and restaurants.	12	1
Make a Comment	Dudes. Can we PLEEEZ get that horse park talked about 25 years ago??!!! OK, maybe Just a horse park/hiking trail? OK, will pay a small fee to use a coiffured arena! Parking? Possible trails? Come On!!!	8	4
Make a Comment	Whole Foods please!	7	1
Make a Comment	We must include low- income housing for the many homeless in our parks! If we don't, we are not being a just community. We also must make this development green, environmentally sustainable or even regenerative. More development that would destroy the nature that is already there in favor of profits is irresponsible and dangerous for our future.	6	17
Make a Comment	We don't anymore low paying warehouse job or housing. The freeway and the city is too crowded. We need recreational place for family to go (playground, park for picnic, waterpark, golf, etc.)	6	0
Make a Comment	The city and County is already heavily invested in the homeless shelter that is to be built on the north side of town (\$3.6M released by the county last week for the city of Tracy). Additionally, there are state mandates like SB-330 that will be addressing inclusive housing. No additional resources should be expended in the Tracy Gateway for this endeavor.	5	0
Make a Comment	What benefits have the 100s of previous built warehouses generated for the citizens of Tracy? A great payday for landowners and developers but mostly low paying jobs of \$15-\$20 dollars an hour for employees. That is not a head of household income that will pay the mortgage on a median priced home in Tracy must less additional essential needs. I didn't move to Tracy to live next to or be surrounded by warehouses. Mixed residential, light industrial, medical center, parks and trails benefit Tracy.	5	0

Type	Comment	Up Votes	Down Votes
Make a Comment	Yes! Warehouses = Jobs = less commuters on freeways. Others still dreaming of building offices to attract "bay area jobs" need to take a look at how many of the currently office buildings lay vacant throughout the town.	4	19
Make a Comment	We need more family activities: mini golf, indoor go kart track, batting cages, indoor soccer facility, other indoor sports facilities. Find things families can do with their kids and/or older kids and adults can do recreationally so we don't have to drive out of town to have entertainment and rec	4	1
Make a Comment	What about measure A thought we could not build any homes in Tracy , or measure M the people of Tracy have spoken two time now don't you think it's time to listen to the people.	4	0
Make a Comment	This is the entrance to the city and more warehouses and truck traffic is not the impression we want to make. I'd like to see mixed use office/retail with a park and running/walking trails. This should be a place where the Tracy community wants to visit.	4	0
Make a Comment	The city needs some trails for family recreation. A bike/walk trail would be a great addition to this site.	4	0
Make a Comment	WE DO NOT NEED ANYMORE WAREHOUSE. WE NEED A BIGGER HOSPITAL, REPUTABLE COLLEGE/ UNIVERSITY, BRING MORE COMMERCIAL/RETAILS. BRING HIGH TECH COMPANY = OFFER THEM GOOD INCENTIVE AND LOW RATE TO ENCOURAGE THEM SETTING UP THEIR TECH COMPANIES HERE.	3	0
Make a Comment	It would be great to have a ValleyLink stop in this area.	2	0
Make a Comment	I absolutely agree with the sentiments about bringing in more shops like Trader Joe's and more places the citizens of Tracy can go to with their families. Most of the time we have to go over the Altamont to do anything fun, eat some place nice or shop. Our city is changing, we have a larger and younger population, including lots of families with kids. We need to appeal to our growing population's needs. NO MORE WAREHOUSES. Bring some life here!	2	0

Type	Comment	Up Votes	Down Votes
Make a Comment	alternative A is by far most well thought out plan. the city should move forward with this	1	0
Make a Comment	We do not need low income housing!!!	1	0
Make a Comment	Close Hansen Road where residential meets distribution hub. I'm in favor of development but not routed through the rural residential and elementary school area. Traffic for this size development should route to Mountain House Pkwy/International Pkwy not Hansen Rd.	1	0
Make a Comment	Tracy needs as many nature parks as we can get!! NO MORE HOUSES!!!! NO MORE WAREHOUSES!!!!	1	0
Make a Comment	The newly growing population, most of who are from Bay Area might enjoy stores like Trader Joe's and 99 ranch. Kids would enjoy enrichment classes like art, music, jiu-jitsu, brilliant brains. Indoor play areas like bounce u, rock n jump, trampoline park etc.	0	1
Make a Comment	We need better grocery stores like Whole Foods, restaurants and shops. Places for activities with family, trails for biking and walking	0	0
Make a Comment	No more warehouses. There is way too many built already that aren't even occupied.	0	0
Make a Comment	Seven years ago Forbes named Tracy as the next potential "Silicon Valley". Link to article here: https://www.forbes.com/sites/mikemalone/2013/06/05/silicon-valleys-newest-address-look-east/?sh=614a69c92270 Our city leaders have failed us, choosing to take developer dollars to build warehouses over doing what's right for the citizens. NO MORE WAREHOUSES.	0	0

Type	Comment	Up Votes	Down Votes
Make a Comment	Warehouses do nothing to provide for good paying jobs. Seven years ago Forbes called Tracy potentially the “next Silicon Valley”. Link here: https://www.forbes.com/sites/mikemalone/2013/06/05/silicon-valleys-newest-address-look-east/?sh=a2389e122705 Wouldn't that be better? Why are our leaders insisting on warehouses instead of promoting Tracy's great potential? We are being sold out!	0	0
Make a Comment	We've been in Tracy for 26 yrs., from the, Bay Area. Tracy definitely needs Trader Joe's. Tracy needs professional, high tech manufacturing jobs, a university campus and Sutter Community Hospital extension. There seems to be plenty of space for warehouses in the Prologic complex.	0	0
Make a Comment	We need more family activities: mini golf, indoor go kart track, batting cages, indoor soccer facility, other indoor sports facilities. Find things families can do with their kids and/or older kids and adults can do recreationally so we don't have to drive out of town to have entertainment and rec	0	0
Make a Comment	Sufficient land in this specific must be set aside for the original vision of Class A office. While Class A may not be viable right now, we must have the prime entitled land available when it is. This remains the most viable location in town. Use specific zoning language for this purpose. has similar constraints to that of IPC.	0	0
Make a Comment	Council - please ask about and take the Tracy Transportation/roadway master Plan into consideration when assessing and reviewing these plans. It could very well be that any change here would have distinct on how we plan transportation and connectivity to the freeways, especially I-205. There may be pressure to change the transportation plan. There had been significant interest in keeping a spot on the corner for commercial/retail.	0	0

Type	Comment	Up Votes	Down Votes
Make a Comment	The re-thinking of this plan and adding some residential is a good idea. Please think longer-term about this property not for what may only be attractive now, but what might be calling in 25-50 years. Class A office will come calling, while we may not need all of this so designated, we should plan for it here when it does. Do what's possible to expound healthcare in town by leaving the institutional in with the additional as shown.	0	0
Make a Comment	More housing in med/high density that is geared toward affordability to first time renters/buyers -20% of total units should be required to be affordable/workforce housing in the area of Tracy (this will also help meet state mandate to supply our share). Bonus is the concentrated residential will support the desired retail (TJ's, Sprouts, coffee shops, upscale restaurants, etc.). Proximity to freeway will benefit those who commute, bike/walking trails should connect to COT network, etc.	0	0
Make a Comment	Besides the Institutional in the turquoise area, there should be mix of housing types and sizes. There should be a requirement that 25% of the single family homes be single story. There should be a range of prices and a requirement that affordable units be included. If I had my choice, I would structure the development of this area to encourage more than one developer and many builders. When developed this area should look more like downtown than Edgewood.	0	0
Something I Like	Finally - we will be able to attract some good high paying jobs in this city! With that, hopefully more stores like Trader Joes, etc. will come out here	23	3
Something I Like	This area would be a great place to show our community pride and maybe get more small business to invest in our community. Tracy has always been known as the hick town, this is a great opportunity to show that we are not a hick town and not the back yard of the Bay Area!! We are more than an Amazon Warehouse.	20	1
Something I Like	Glad the city is doing something in this area, finally!	9	1

Type	Comment	Up Votes	Down Votes
Something I Like	Business Park Industrial land use would keep the zoning consistent in the area and reduce the traffic impact that the residential alternative would cause. Industrial buildings today are different from traditional warehouses. There's much more office, engineering, and technology jobs within these buildings today because of robotics and other systems. Distribution/Logistics buildings is the primary reason Tracy will no longer have a budget deficit too!	6	3
Something I Like	Fabulous way to get more Valley jobs - love it!	5	0
Something I Like	This is great for business use for city growth and the creation of more local jobs.	4	2
Something I Like	Industrial use will help the city and balance things out	4	0
Something I Like	I appreciate the addition of mixed-use commercial here. This is highly needed in Tracy. Possibly something like an IKEA. They were hoping to go to Dublin/Pleasanton/Livermore, but were not allowed. Tracy would be a great alternative and close to freeway access.	4	0
Something I Like	Industrial toward back for jobs, and residential/commercial up front for retail and housing sounds good.	3	0
Something I Like	Bringing business and professional jobs to this region will help build Tracy small business, provide internships for to build workforce, and will help keep Tracy resident dollars in Tracy. Adding Housing w/o a way to gain professional experience earn a solid income in our own town will be bad for Tracy in the long run.	3	0
Something I Like	Medium to high density homes would be a great addition to the Tracy area.	2	1
Something I Like	The City needs a newer more robust hospital to meet the needs of our growing population.	2	0
Something I Like	Industrial here will make this land consistent with the existing industrial zoning to the south and west within Cordes Ranch. It will also reduce traffic compared to office or residential uses. Will bring much needed money and jobs to the City. Looks like Prologis is	1	1

Type	Comment	Up Votes	Down Votes
	building a 30-acre park and walking trail next door, so that should be great for the region.		
Something I Like	We need industry and jobs, not more housing!	1	1
Something I Like	We need a lot more multifamily and apartments in Tracy. There are very few areas in Tracy (if any) that have multi-family areas and this parcel would be a good place to start.	1	0
Something I Like	Alternative A is very good option with mixed of commercial, industrial, residential and institutional.	1	0
Something I Like	But please, NO MORE WAREHOUSES. Please stick with the original plan. We don't need a welcome from the bay area of more warehouses. Not what this city should be about. Bring better businesses and higher paying jobs.	1	0
Something I Like	Tracy needs to use the land to showcase how inviting the city is and what we have to offer. High-end shopping, restaurants, and entertainment are needed. No more warehouses or industrial buildings should occupy the space! We need to attract more technology companies to the area. No more low-wage jobs!	1	0
Something I Like	Prefer housing to more warehouses, but I'd also be OK with upscale commercial space. It is the gateway and often the first impression of Tracy.	1	0
Something I Like	I'm excited about the prospect of having a new hospital.	1	0
Something I Like	I think if there is landscaping, this will make a difference in the appearance of "industrial" area.	1	0
Something I Like	Adding more industrial zoning (warehouses) will lower the median income, or at least stagnate it. High end outlets want to see a higher median income. No more warehouses.	1	0
Something I Like	Need more business, quality business not more warehouses.	0	1

Type	Comment	Up Votes	Down Votes
Something I Like	Understand Industrial is the fastest growing job sector in the County, jobs paying more than current average wages and is bringing lots of tax revenue into the City with little costs. Synergy with what is next to it would appear to make this a no brainer.	0	0
Something I Like	I am all for this comment. Get the small businesses a chance. the mom and pops, along with the professional businesses working together to keep Tracy improving and moving forward. There's already too much housing and everyone is commuting to the bay area. Traffic is always crazy at 205 and 580. Get as many people working locally as possible. Income for the city of Tracy.	0	0
Something I Like	As a business owner who lives in Tracy and who employs Tracy residents I would love to see more options for small light industrial growth instead of big giant warehouses.	0	0
Something I Like	I think mixed use commercial would be good here.	0	0
Something I Like	YES to more facilities and NO to warehouses.	0	0
Something I Like	New hospital!! Yes....	0	0
Something I Like	Yes! This parcel must be saved for the hospital future uses. More land in this designation would be even better. Think long-term...25-50 years.	0	0
Something I Like	I strongly support Alternative A: business park industrial	0	0
Something I Like	Convincing people that industrial zoning will not allow for more warehouses will be a tough sale. Tracyites understand that is what the developers want. NO MORE industrial.	0	0
Something I Don't Like	Please keep this as open space/agricultural. Most of us moved to Tracy for the open space and to get away from large city sprawl and density. If something must go here then how about some more livable housing? Tons of houses jammed on tiny 6,000 sq ft lots has been built in the last 20 years. How about building some more	43	3

Type	Comment	Up Votes	Down Votes
	neighborhoods with 1-2 acre lots? No new housing of this type has been built here in decades.		
Something I Don't Like	Please do not add additional warehouses (industrial) next to the freeway! This has always been referred to as the gateway to Tracy! This is how people driving thru will see Tracy. Make it pretty and welcoming not more flat gray rectangles soaring in the air with holes for trucks! You could put nice looking businesses for office jobs or medical to support the hospital etc.	27	4
Something I Don't Like	no warehouses/ industrial please!!!!!!!! traffic congestion is already insane in this city	22	4
Something I Don't Like	Warehouses - NO Assisted Living - YES New Hospital - YES High Tech Business Center - YES Education Facility - YES Stop trying to bait and switch the public. The Tracy Gateway must be a symbol of all that Tracy has to offer. NOT just more warehouses.	17	1
Something I Don't Like	Tracy has always aspired to position itself as a quality community in order to attract employers offering well-paying jobs. The warehousing and industrial land use options at this location will slam the door on Tracy ever achieving this aspiration.	15	3
Something I Don't Like	8 years ago Forbes called Tracy the next Silicon Valley. Look it up, I cannot post links here (apparently not allowed). Why are our city leaders selling the city down the river for warehouses? Better jobs and better businesses are within our grasp, this would be the perfect location. ENOUGH warehouses.	14	0
Something I Don't Like	We don't need any more warehouses; instead we need to expand to become a part of the Bay Area, which is why we need tech offices. We also need recreation facilities for families in order to make Tracy	13	3

Type	Comment	Up Votes	Down Votes
	aesthetically pleasing. All of this is to ensure that Tracy works as its own city; we shouldn't need to rely on other cities		
Something I Don't Like	I don't want any more warehouses. We need more restaurants and retail.	13	1
Something I Don't Like	No warehouses; yes to small businesses; yes to trader joe's/coffee shops/recreational activities: NO to Industrial Buildings; YES to Tech Offices; Yes to parks; YES to EXPANDED ROADS; we cannot keep driving on small two lane roads due to the population increase. EXPAND THE ROADS; INCLUDE A WALKWAY to and from Kimball, students are forced to walk through fields to get home from school rather than on a stable walkway	9	1
Something I Don't Like	Why on earth would the big pocket owners want Industrial here? Simple - to add more bucks in their pocket. I'm sure city council has already been bought over, and the decisions are made. This is the deep pocket gimmicks to ask for our input but do they as they want!!!!	8	0
Something I Don't Like	More overpriced housing is not what Tracy needs!	8	0
Something I Don't Like	Trace the owners of who wants Industrial and Residential and figure out their agenda and deep pockets. Then it will all be out in the open. NO INDUSTRIAL NO RESIDENTIAL!!!	7	2
Something I Don't Like	Tracy has a TON of commercial space already on the other side of Tracy. The west side is filling up fast (we see all the buildings being built). Citizens enjoy open space. We like parks and recreational areas. We'd like this. Not more concrete and traffic. We want to see stuff that'll benefit the citizens. Not the corporate world.	5	2
Something I Don't Like	No more warehouses!	4	1
Something I Don't Like	No more warehouses or homes please, Tracy needs good stores, restaurants and things for kids to do. We need to take a leaf out of Manteca's book.	4	0

Type	Comment	Up Votes	Down Votes
Something I Don't Like	The citizens of Tracy have been begging and screaming for more things to do within the city. Lack of family oriented infrastructure equals more vandalism, sideshows, graffiti, trash, and more sideshows. Please listen to our community and use the land for better quality of life.	4	0
Something I Don't Like	Warehouses - NO Assisted Living - YES Affordable Housing - YES New Hospital - YES High Tech Business Center - YES Education Facility - YES Stop trying to bait Warehouses - NO Assisted Living - YES New Hospital- YES Education Facility - The Tracy Gateway must be a symbol of all that Tracy has to offer. NOT just more warehouses. switch the public. The Tracy Gateway must be a symbol of all that Tracy has to offer. NOT just more warehouses.	3	1
Something I Don't Like	Absolutely insanely ridiculous to bring Industrial/Residential in this area.	3	0
Something I Don't Like	This area should remain rural/agricultural. Tracy is already becoming too much of a large, dense city, which is what I moved here to get away from. We don't need more stores, more high density housing or trivialities like water parks and such. This should remain orchards or cropland. If housing goes in, please at least make it ranch style housing with reasonably large lots with some acreage. We are sorely missing some modern units of the type of housing found along Van Sosteen and Hansen.	3	0
Something I Don't Like	No more houses! We don't have the room at our schools to add more kids. Let alone the roads to accommodate the increased traffic	2	1
Something I Don't Like	Tracy does not need additional single-family homes in this area. We have other areas that are growing in single-family homes and should focus this area on more dense development.	2	0
Something I Don't Like	I agree! No more warehouses. Bring in facilities that would be useful to the residents. We are behind in developing a place to live and thrive in.	2	0

Type	Comment	Up Votes	Down Votes
Something I Don't Like	We already have warehousing, we don't need more homes, Tracy can't support what is currently being built, traffic is horrible on the freeways and horrible getting across town. We need to attract retailers to support current residents - with any expansion how in the world is Tracy going to mitigate traffic? I am sure that is not even in the mix to expand major roads to handle it . Lammers is a podunk road to begin with and had it not been for the school would still be. NO MORE without real plans	2	0
Something I Don't Like	I don't care to see homes right here.	1	0
Something I Don't Like	This will be the face of TRACY AND ITS FUTURE. Let's do this right. No more warehouses We don't want to be known as a town ppl want to just drive past. We want ppl to drive in and think "this is a nice City, let me check it out."	1	0
Something I Don't Like	Housing costs the City money and resources with no benefit except for more and more cars on the freeways going over to Silicon Valley. We need a bigger economic base and jobs in Tracy.	1	0
Something I Don't Like	We don't need any more homes in this area. This would just increase traffic problems in and out of the city.	1	0
Something I Don't Like	Tracy city has enough potential to propel the pace of the city development, and the city leaders must work towards inviting better business rather than warehouses expansion plans.	1	0
Something I Don't Like	Agreed! We need facilities like New Hospitals, Tech Businesses, etc., to serve the increasing city's population.	1	0
Something I Don't Like	I couldn't agree more.	1	0
Something I Don't Like	More overpriced houses? Come on Tracy! Make affordable housing so residents that have been here can stay living here ! We don't need any more SF transplants making our freeways even more crowded and unbearable to drive! More restaurants, small businesses!	1	0

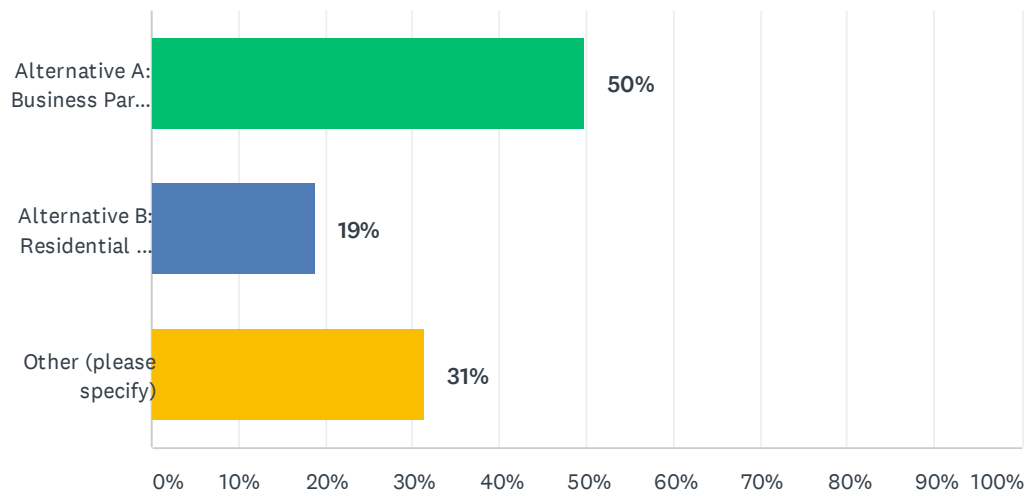
Type	Comment	Up Votes	Down Votes
Something I Don't Like	I'm all for more jobs, but with the school and residential traffic already being pretty rough in this area, I don't think industrial development (with all the big rigs that it'd bring in) is the best call here. An office complex and some mid-/high-density housing makes sense, though, especially if there's more emphasis on improving roads and walkability.	0	3
Something I Don't Like	This is prime space... I'd prefer the warehouses to be located on the outskirts. All the big trucks will slow down or block access to other businesses and add to traffic in central areas.	0	2
Something I Don't Like	I am against, very strongly, additional warehouse and logistics at this very important gateway to Tracy. Focus on and work hard to attract the tech and other industries our residents commute to over the Altamont daily. This will be better for our environment, and better for the well-being of our residents.	0	1
Something I Don't Like	Please - no high-density housing. Does Tracy want to look like Dublin? Look at Dublin driving down 580. People packed in like sardines in a can as far as the eye can see. Tracy does not need high-density housing. Look at the other side of Tracy for housing. Tracy Hills. Is that enough housing?	0	1
Something I Don't Like	No more warehouses and industrial! Tired of it. Let us spend our money on things the residents need like places to enjoy the arts, a new hospital, green space with lots of trees, retail we need badly. Bring in Trader Joe's, Whole Foods, clothing! Come on Tracy. We can be the next Livermore and Dublin.	0	0
Something I Don't Like	I agree. This is a bait and switch attempt. Citizens of Tracy, please do not allow more warehouses!	0	0
Something I Don't Like	Isn't there a ton more traffic from residential than Industrial... something like 7 times as much?	0	0
Something I Don't Like	please do not allow any more warehouses, we don't want to be seen as central valley anymore; we are considered part of the Bay Area, so let's act like it!	0	0

Type	Comment	Up Votes	Down Votes
Something I Don't Like	Traffic congestion is from commuters, not trucks! Warehouses bring piles of cash from sales tax proceeds, enough cash to fund your green ambitions.	0	0
Something I Don't Like	Enough housing, need more business and high quality retail for existing residents.	0	0
Something I Don't Like	Exactly. We need things to benefit and entertain our residents!!	0	0
Something I Don't Like	No Business Park industrial Large warehouses should be located here Class A office okay	0	0

Appendix B: Preference Survey Response to Questions

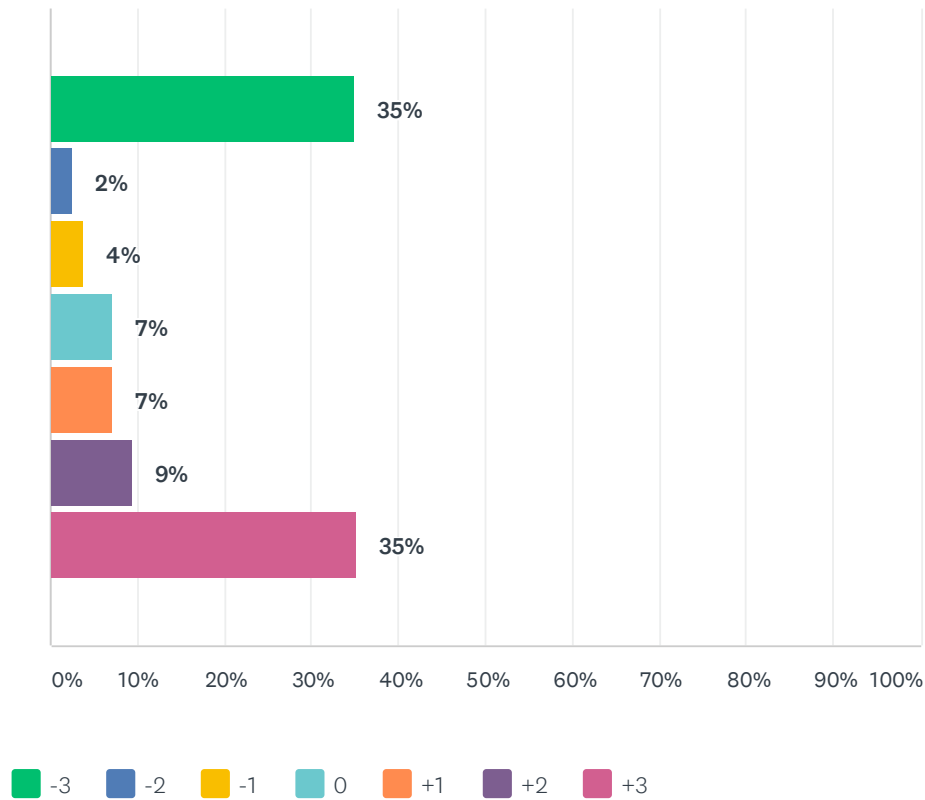
Q1 Which land use do you prefer in the "panhandle" as shown in the blue box.

Answered: 418 Skipped: 3



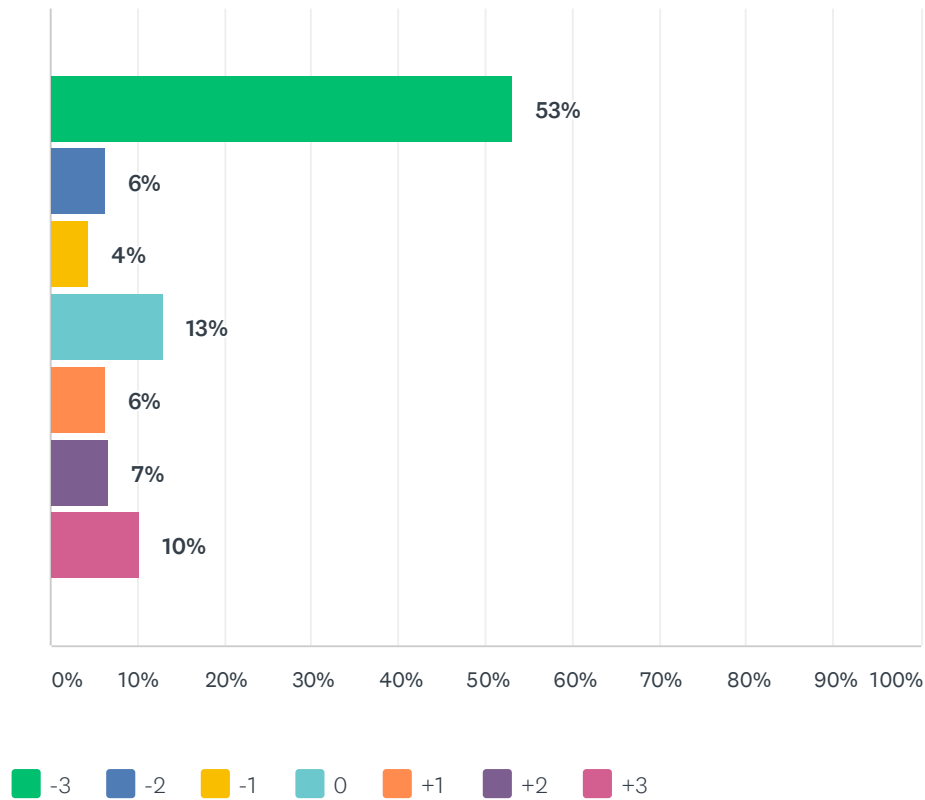
Q2 I believe that Business Park Industrial is an appropriate land use in the "panhandle".

Answered: 404 Skipped: 17



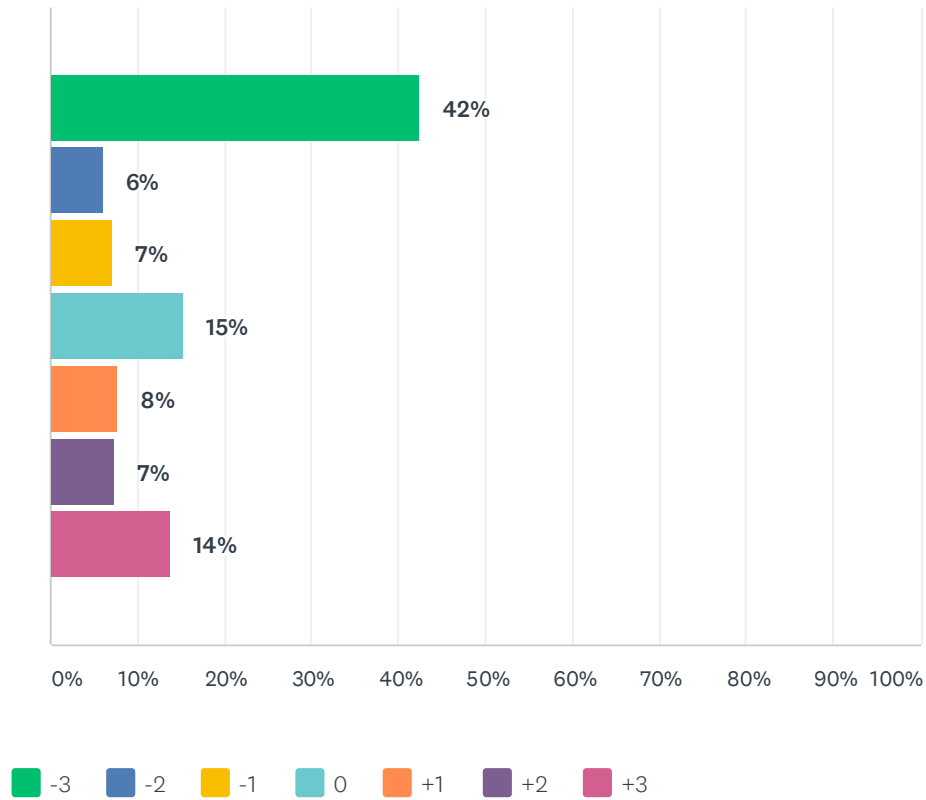
Q3 I believe that Residential Medium Density is an appropriate land use in the "panhandle".

Answered: 393 Skipped: 28



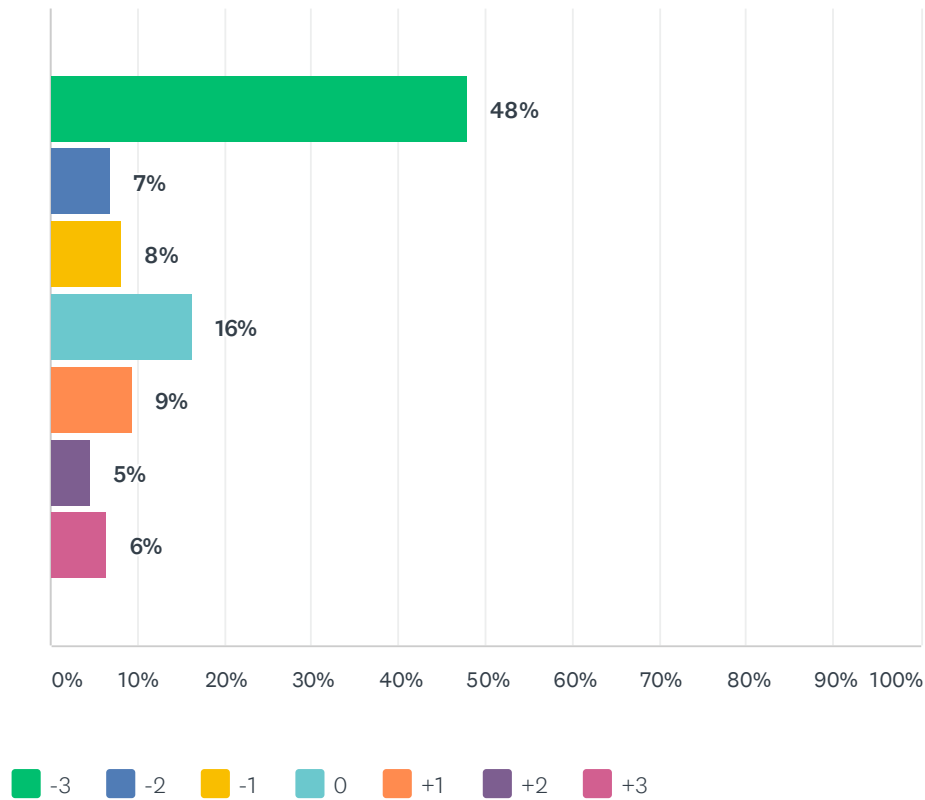
Q4 Single-family residential is an appropriate land use for Westside.

Answered: 391 Skipped: 30



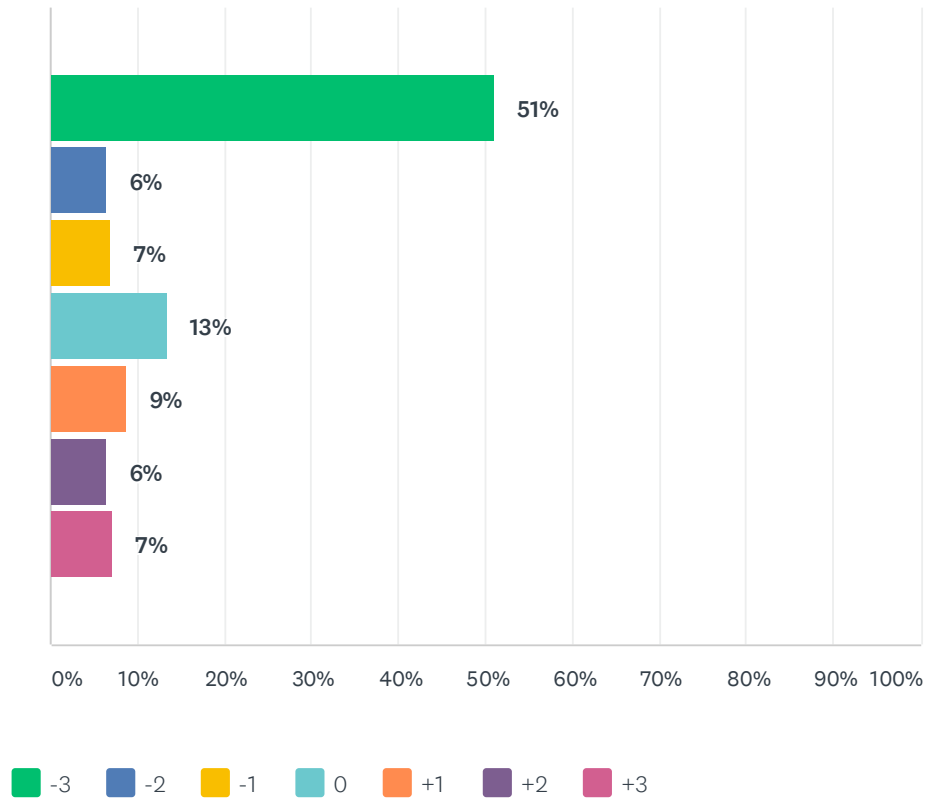
Q5 Secondary units (also known as accessory dwelling units) are an appropriate land use for Westside.

Answered: 390 Skipped: 31



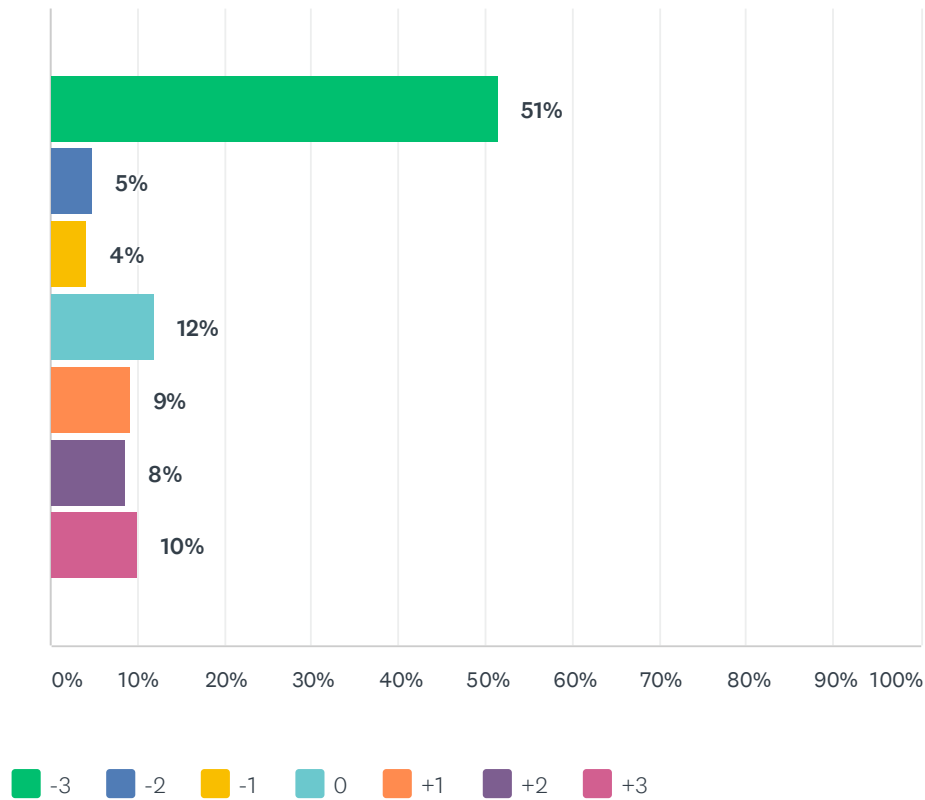
Q6 Duplexes are an appropriate land use for Westside.

Answered: 390 Skipped: 31



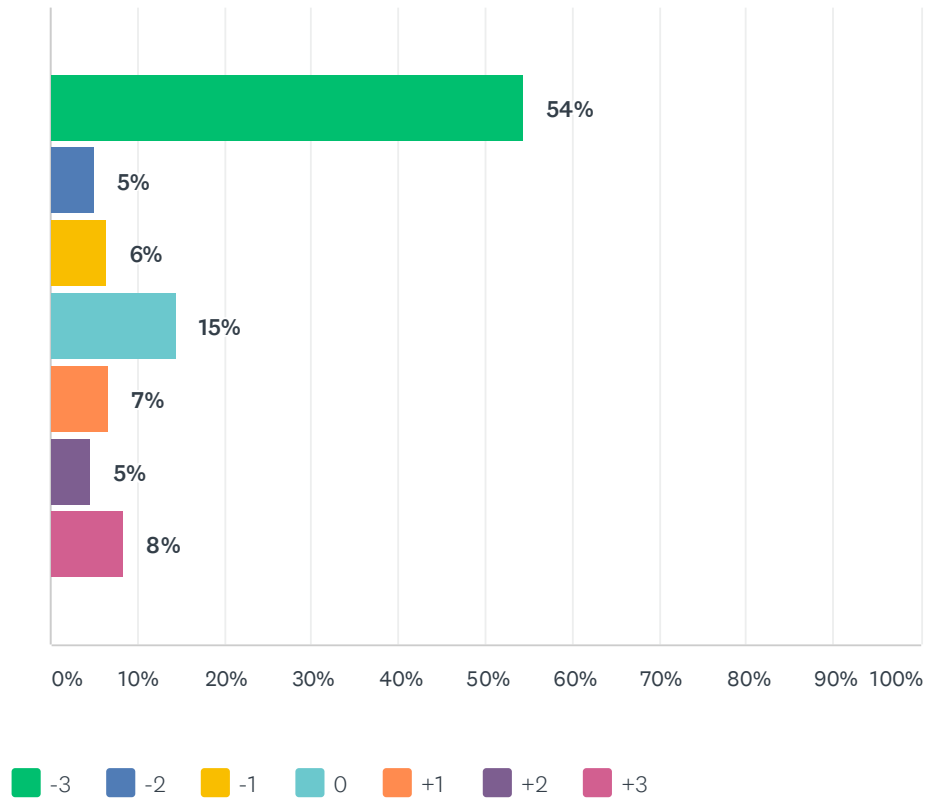
Q7 Townhomes and condominiums are an appropriate land use for Westside.

Answered: 389 Skipped: 32



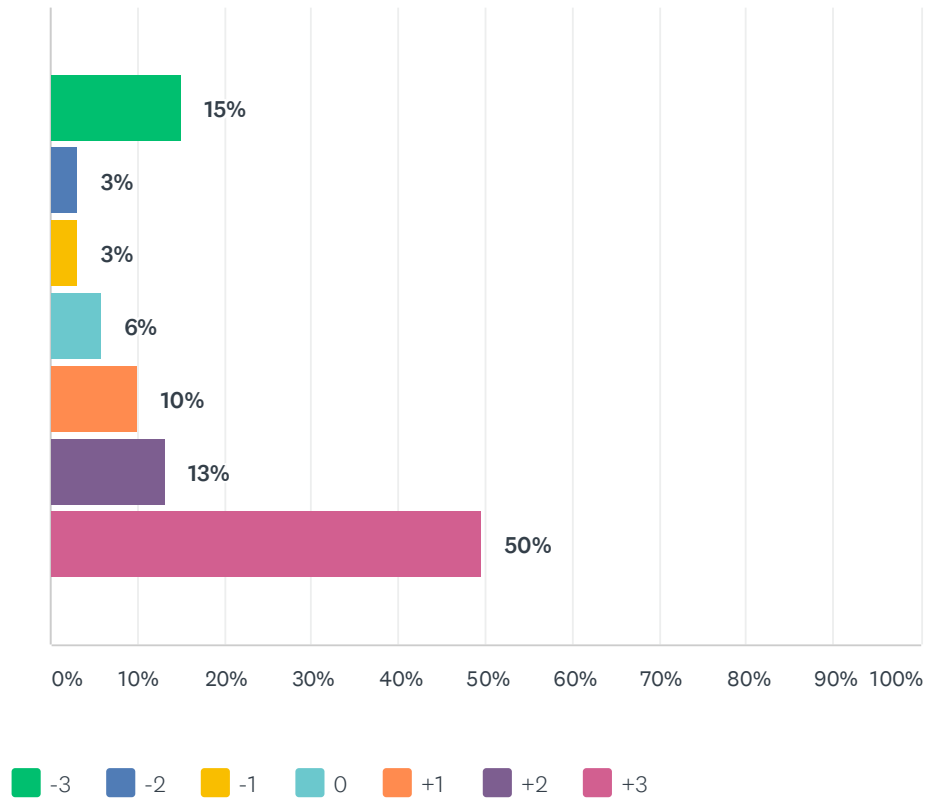
Q8 Multi-family apartments are an appropriate land use for Westside.

Answered: 386 Skipped: 35



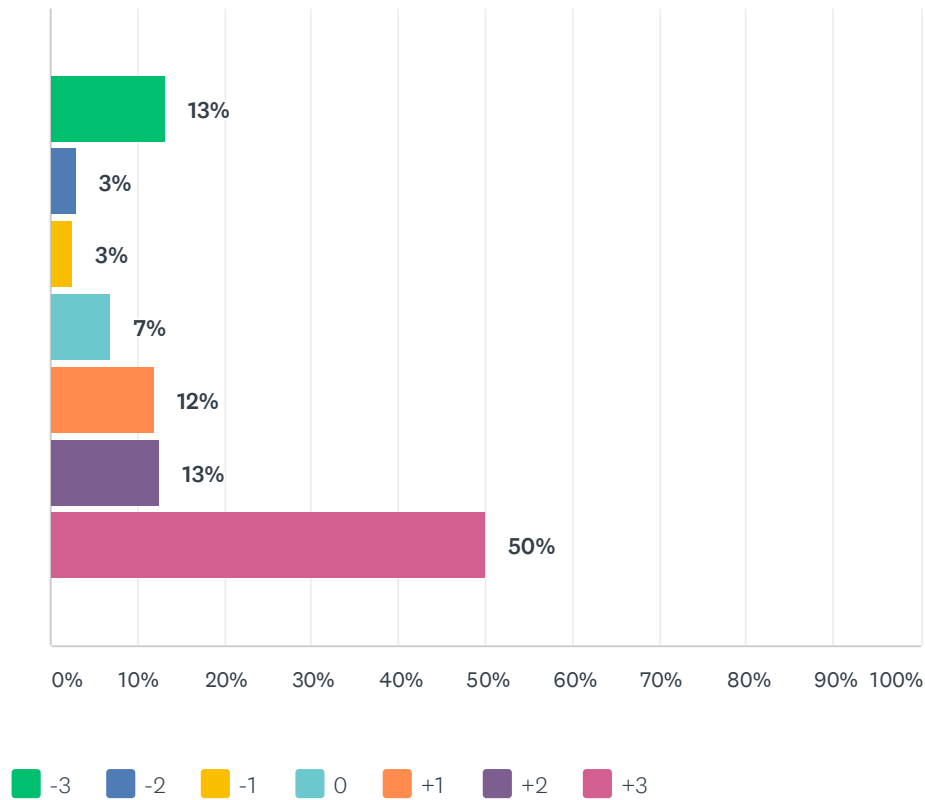
Q9 Active “main street” retail is an appropriate land use for Westside.

Answered: 389 Skipped: 32



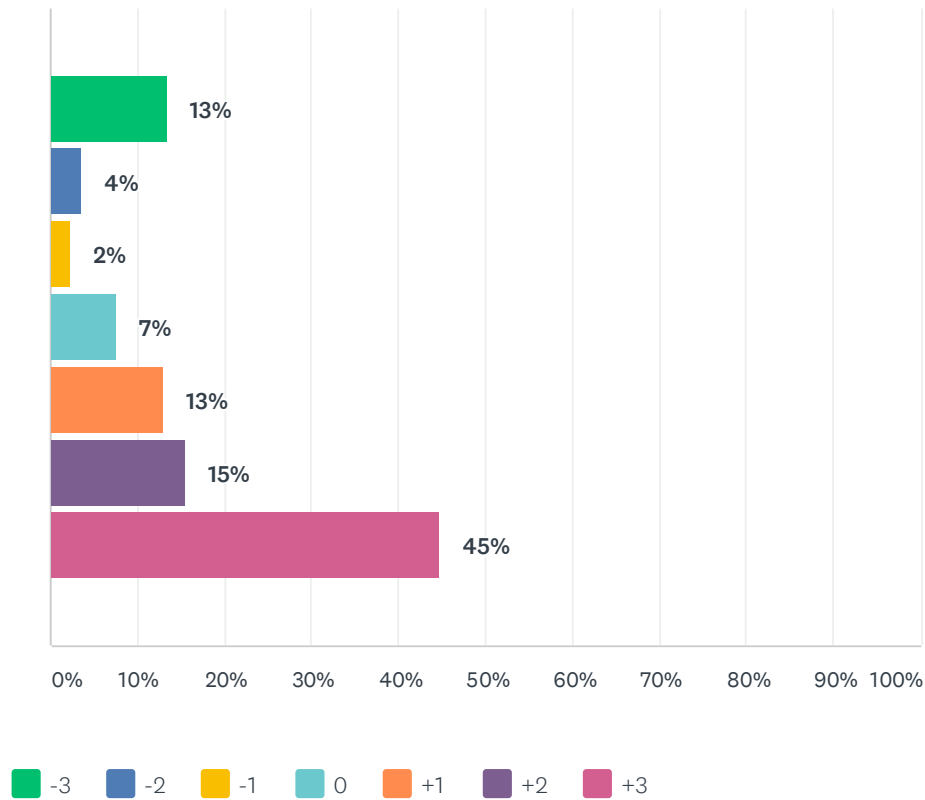
Q10 Public gathering spaces for events and social activities are an appropriate land use for Westside.

Answered: 388 Skipped: 33



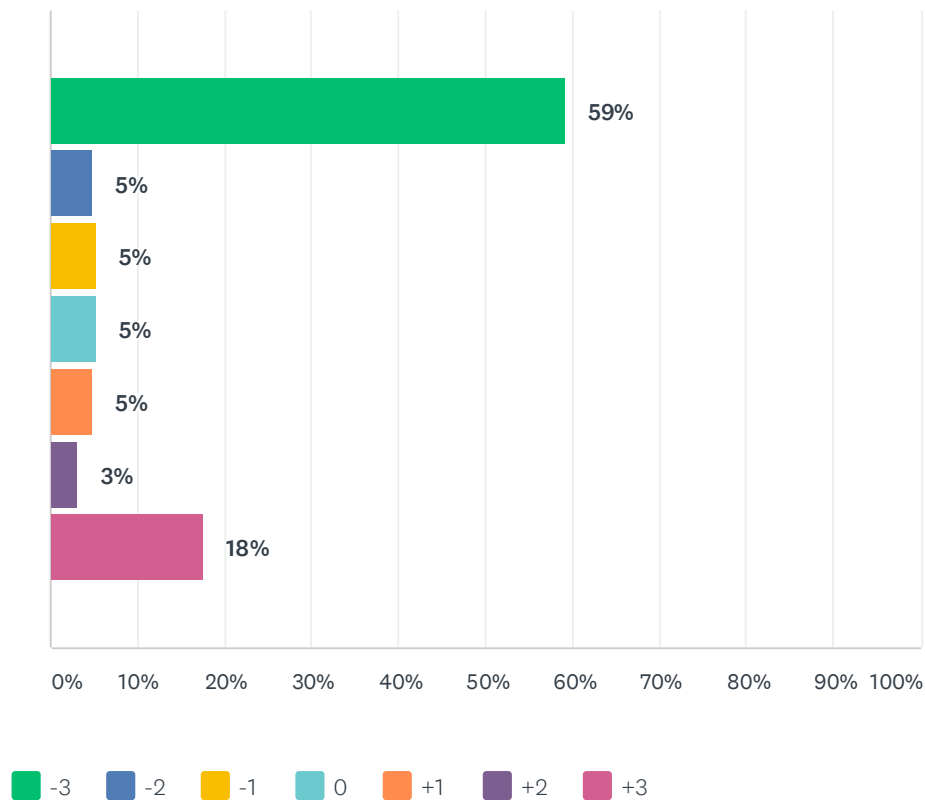
Q11 A hospital and associated medical office buildings, labs, clinics, etc. are an appropriate land use for Westside.

Answered: 388 Skipped: 33



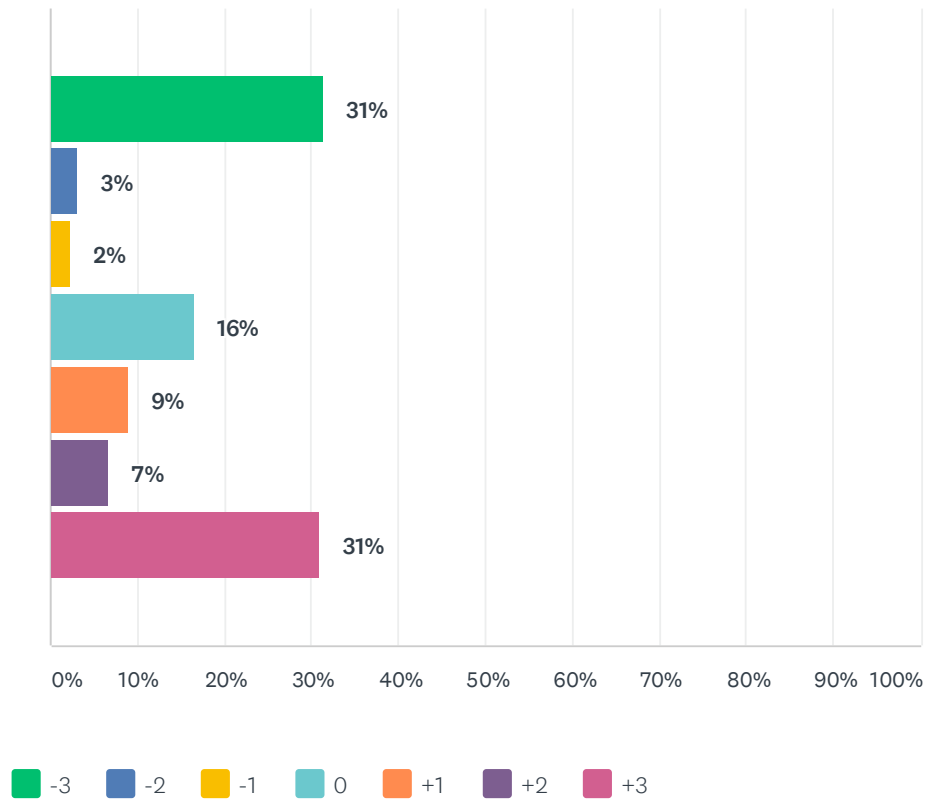
Q12 Large-format distribution facilities are an appropriate land use for Westside.

Answered: 388 Skipped: 33



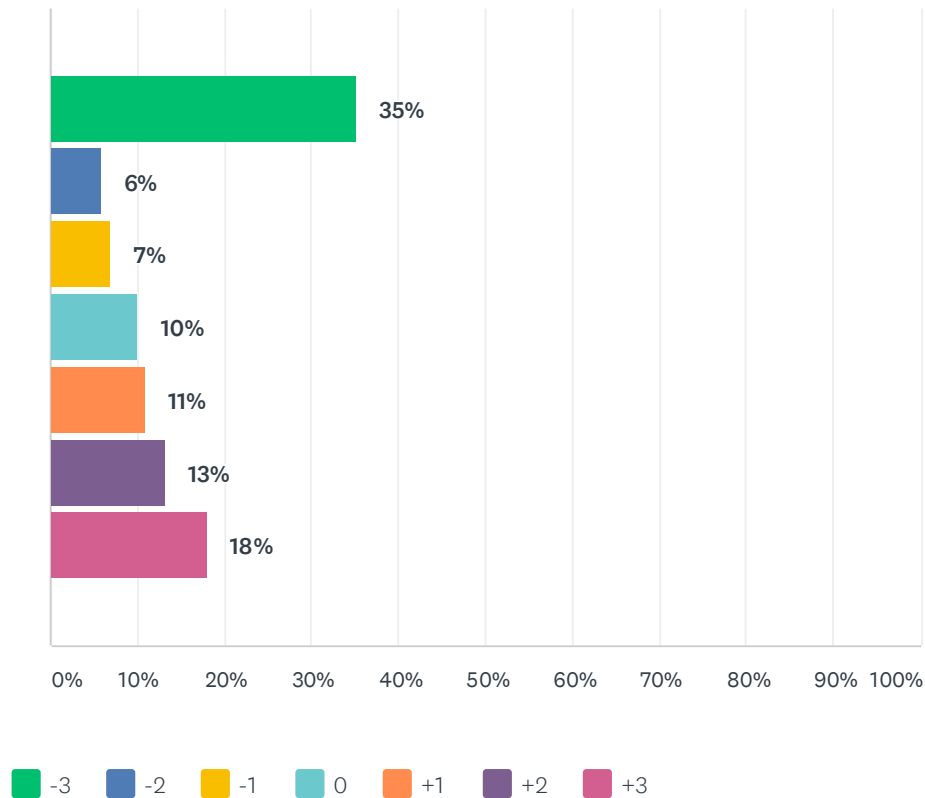
Q13 Warehouse/distribution facilities should incorporate architectural design features and landscaping to minimize their visual impact.

Answered: 388 Skipped: 33



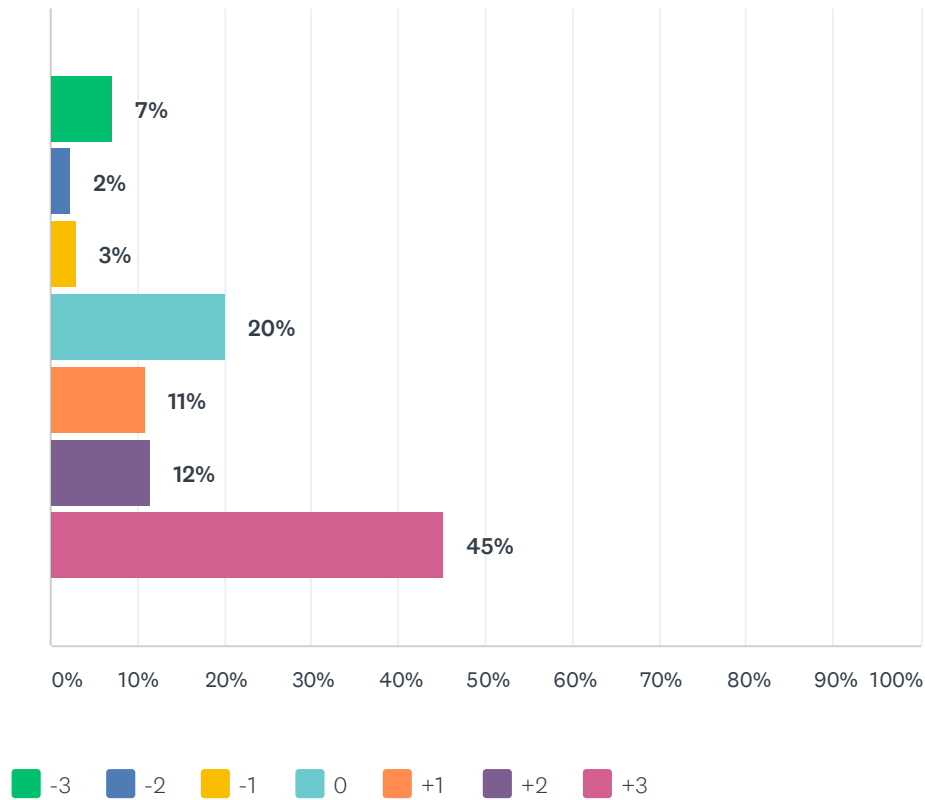
Q14 A business park that allows flexible light industrial and manufacturing designed for multiple tenants is an appropriate land use in Westside.

Answered: 388 Skipped: 33



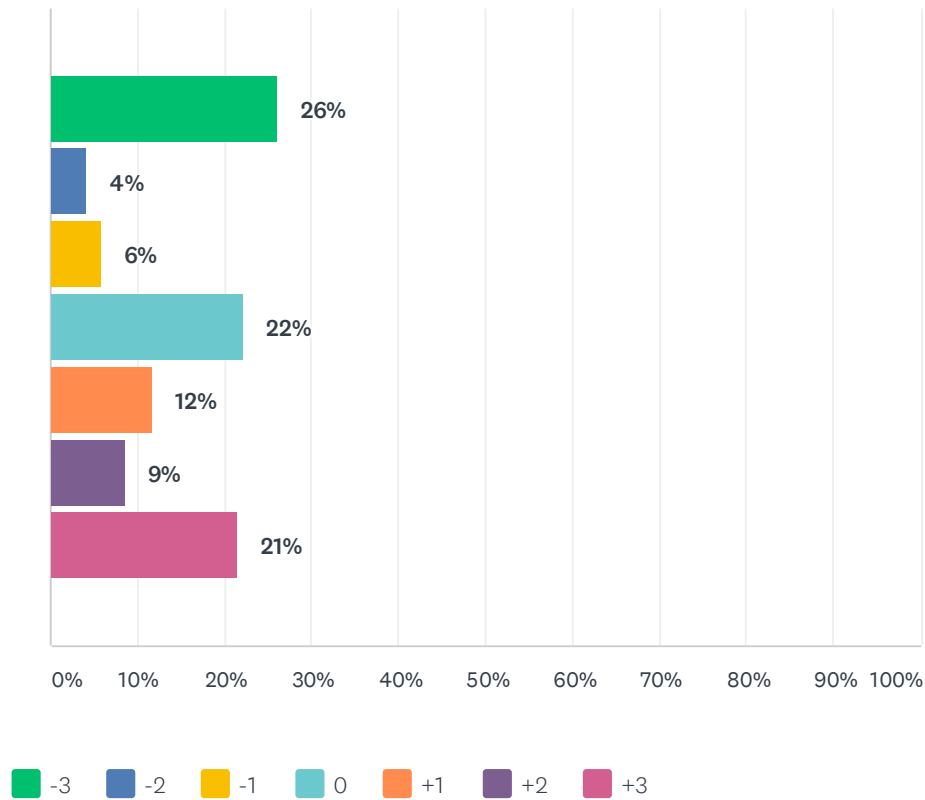
Q15 Buildings should be setback from I-205 and incorporate landscape screening to minimize their visual impact.

Answered: 388 Skipped: 33



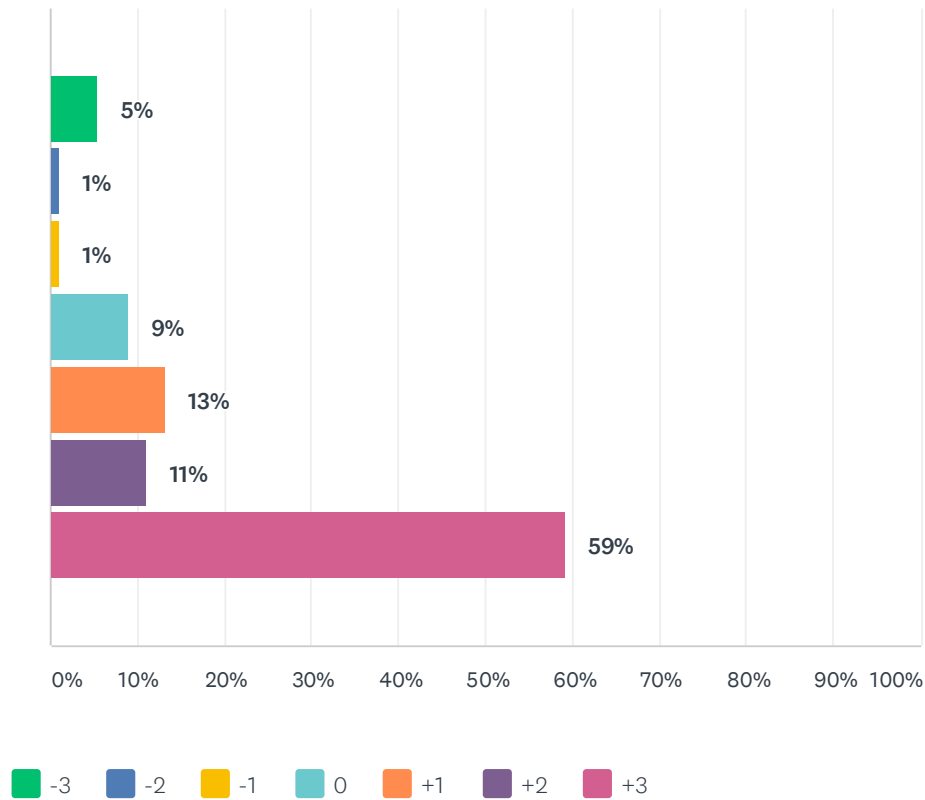
Q16 Roundabouts should be incorporated at appropriate intersections in Westside.

Answered: 387 Skipped: 34



Q17 Multi-use pedestrian/bicycle trails should be incorporated throughout Westside.

Answered: 387 Skipped: 34



Q18 Please share any other comments you have regarding future development at Westside

Answered: 198 Skipped: 223

Appendix C: Preference Survey Written Responses

Question 18: Please share any other comments you have regarding future development at Westside.

1. Tracy needs a hospital. There should be no debate. Sutter is great but we have simply outgrown a community hospital model. It's time to address this and not keep kicking the can down the road. With Tracy and mtn house using our local small facility it's not equipped and cannot provide the services we as citizens deserve.
2. The area needs more affordable housing and a more community atmosphere.
3. Kids and teens recreation like skateboarding, dirt bike track, bike trails, and #kidszania is excellent!
4. Why Rush? Prime Area- only hospital should be approved at this time until the right vision is aligned with the community - should be a special area. Been in Tracy 30yrs. to many warehouses and NO TECH high Paying jobs. Why add or approve for low income housing because the land owners couldn't get approved in the last measure. This area should be preserved for something special. Sutter already made a joke out of Tracy by not building here years ago- the land was given to them- they just updated a still outdated hospital. Joke was on city. We go over the hill for all our medical and shopping even after 30yrs- sad.
5. Westside along with other areas of Tracy needs to incorporate MORE infrastructure (non-warehouse businesses, roads, etc.) to increase jobs and revenue. Tracy already has more than enough homes and not enough businesses to supply jobs where people can work and (afford to) live in the same town!
6. Improve overall traffic flow infrastructure before adding any population load.
7. Although warehouse/industrial zoning would allow certain tech companies as tenants, focus on education and local employment of medical employees should be a high priority. Prologis type WellFit amenities IF tech companies are interested as tenants should be encouraged/required. Signature and significant amenities to convey the COT community image/brand as a growing, prosperous, fun & healthy place to live-work-play-shop-dine-and-bike-hike inside the triangle!
8. NO, Industrial, No Warehouses. Only mix commercial with retail, nice breakfast place, hospital, amenities.
9. Responsible development - of many types - is appropriate for this area of Tracy. Clearly, the Westside's proximity to the San Francisco / Silicon Valley may lend itself to possible business & industrial uses that serve that larger regional population base (not necessarily Tracy-centric). However, this does provide jobs for Tracy residents - always a priority. But as the entrance to Tracy (from the West), and near major current housing, like Mountain House, a variety of mixed uses would also be appropriate - retail that serves current and new residents, medical, new housing, and other uses for our growing

community. Very dense rental or for-sale housing is (my opinion) likely better positioned near more active/frequent public transit nodes. Some less/medium dense residential may work here, recognizing the practical reality that most residents choosing this location will likely have automobiles, for years to come. Any absolute prohibition of uses that are currently in demand in Tracy could spell another two decades of fallow land, and no development. That serves no one, except the ideologues that support free parks, free services, and any variety of other free/non-economic uses. Unless (free) public funds are used - which I trust most residents vehemently oppose - private market investors have to economically-justify their developments. Absent this, nothing will happen. Tradeoffs may be politically unpopular, as will be inevitably vocalized by any number of well-organized group of opponents (from both the left AND right political spectrums). But the silent majority of residents - I truly believe the vast majority merely want responsible development that makes their lives better, offering both personal & professional services and opportunities.

10. Tracy does not need any more warehouses or residential neighborhoods. We need businesses that are beneficial to our town & residents. Such as open area businesses, Trader Joe's, old navy, new restaurants, small stores. Also family entertainment areas, parks, water areas, etc. Please listen to us residents!!!
11. No new development should be done until the infrastructure has been upgraded. Roads must be expanded to support the current traffic before any new development is allowed
12. Ample space should be left from the road to allow for future expansion. I'd strongly prefer to see road improvements before the construction of new residences. I'd strongly prefer if they are not given a traffic light - this way traffic can be free flowing on Schulte. I would not be opposed to the road being widened to give them a left turn lane. I'm strongly against high density in Tracy. Our new apartments are among the most expensive in the region and they don't provide affordable housing. The cost of an older house here is comparable to a new apartment. Apartments create high density on roads that struggle to accommodate it. We need more 4-6 lane roads in the region - with additional lanes for turns at intersections.
13. Please NO More Warehouses.
14. We need more essential retail and amusement amenities in Tracy. Manteca is doing a better job with restaurants and stores than Tracy.
15. There needs to be a reason for people to be in Tracy. Warehousing and "cheap" housing aren't enough.
16. We need more businesses in town that can provide professional level job opportunities so that Tracy residents can work in the triangle as opposed to commuting to bay area. Additional residences are NOT needed until the city can support existing residents with regards to infrastructure, entertainment, services and water.
17. More trees, build a forest!

18. PLEASE no more houses or warehouses. Our town has lost its homey, cozy, feel. We have to drive out of town to go to retail and grocery stores that we should have HERE in our own town. We already cannot support the traffic congestion. My husband and I chose to buy a home in Tracy rather than the bay where we were living and are regretting that decision. My husband commutes to Union City every day and the traffic over the Altamont has greatly increased causing him so much stress which then trickles down in our household. If we had known that there was going to be so many thousands of new homes built here and no fix to the freeway congestion, we would have stayed in the bay. PLEASE give us more retail shops, trails for families to get out on together and things to do. We are becoming known as a town with all the warehouse buildings. Tracy is not somewhere my child is going to want to plant roots in 10 yrs. when he is ready to start his own life as an adult.
19. Please make sure to update the adequate infrastructure to accommodate these new builds.
20. I think jobs should be a strong focus, not just doctors and lawyers , but employment for a broad range of local skills for both young an older folks from the valley. Some of the companies already in the community are examples of the strong and durable employers we should encourage to come here when this property is developed.
21. Tracy needs a beautiful nature park!! NO MORE HOUSES!!!! NO MORE WAREHOUSES!!!!
22. PLEASE IF YOU GUYS ASK THE PEOPLE OF CITY TO SHARE THEY OPINION PLEASE DO TAKE NOTE OF THEIR COMMENTS NOT FOR THE SAKE OF ASKING ONLY. TRACY IS A BEAUTIFUL CITY BUT WE NEED RECREATIONS/ACTIVITIES/HIKING/PARKS AND MORE COMMERCIAL AND BRING IN MORE TECH COMPANIES. WE DO NOT NEED ANYMORE LOW END PAY WAREHOUSING JOBS HERE. HIGH END PAY JOBS PLEASE. WE HAVE MORE PEOPLE FROM BAY AREAS MOVING HERE SO WE NEED MORE DIVERSIFIED AND BETTER JOBS HERE. THANKS.
23. Any type of construction moving forward should address the Construction workforce who are building the project, Developers should ensure a local workforce is utilized, career pathways that include State approved construction apprenticeship programs, and pathways for veterans exiting the military.
24. We need local construction jobs, the men and women who are building the projects should live in the area. There should also be standards that provide access to career opportunities such as apprenticeships.
25. Don't develop anything, turn the space into a large nature park.
26. City Council, please require special art or community focus at the SW corner of Lammers and 11th, surrounded by high-quality offices or multi-family development, or possibly retail or restaurants. Not gas station, fast food, and car wash!
27. Please consider medical offices, hospitals, or "main street" with shops such as Trader Joe's, Sprouts, Entertainment for the Westside. Warehouses off the freeway entering

- Tracy looks tacky and gives an industrial feel to the community. We should welcome people to city with shops or build a new hospital.
28. Tracy needs jobs. Residential development does not create jobs. Industrial and office development does. The City is broke. Residential development does not generate sales tax and adds additional burden on our schools. Tracy also needs amenities to support the residential development we already have.
29. Projects that provide a strong property and sales tax base for the City should be given preference. Projects such as dense housing that require a lot of services with no sales tax income should be discouraged.
30. Alternative A would keep land uses consistent in the region, bring jobs, revenue for the City, and reduce congestion compared to residential uses. I think landscaping and a traffic plan for alternative A will be important from an aesthetics standpoint, like various industrial developments in Livermore.
31. No more houses. We need more retail and dining places.
32. Think Long-term Council. In the future we will need proper space for Class A businesses. The panhandle should be set aside for this long-term use.
33. Please do not build anymore warehouses!!! There are enough in the Central Valley.
34. Leave a large enough space for a medical college or university!
35. No more warehouses.
36. An area for family entertainment.
37. Land use and how buildings look should be entirely up to land owners, not government. That said, my preference would be that this area remains open fields or orchards.
38. There is too much housing being built in Tracy and not enough infrastructure for Tracy residents! Give us something to do other than travel to and from work. I hate having to go outside of town for things.
39. High tech companies.
40. Tracy is becoming a skeletal, walking-dead community. We need something that will let our citizens breath - green space, trails, bike paths.
41. Please bring more amenities to Tracy! We'd love to spend our money here in town instead of leaving each weekend to a better-planned city for activities. More retail, movie theaters, activity spaces and even a Kaiser hospital would be great.
42. Tracy strongly needs to take care of what we have rather than planning additional building, people, traffic etc. We do not have the infrastructure to support the amount of people that are already here. Have any of you traveled out to Costco on any given afternoon? Grantline is a traffic jam. You don't even have to go to Costco. Go anywhere in Tracy around 3 to 5pm. Our roads in a lot of residential areas are filled with potholes not to speak of the main roads in town. When is that going to be addressed? We have warehouses upon warehouses and from what I can see, a lot of the space is still empty. Let's talk a bit about the crime element. More people, more crime. This is not a nice

- town anymore. I don't feel safe taking a walk in the evening. What the blotter in the paper shows on a weekly basis, doesn't even start to cover the crimes. I hear gun shots on a regular basis. Please start to clean up what we have before you bring more congestion into this town.
43. Actually LISTEN to Tracy residents' input instead of lining your own pockets. And city officials wonder why the youth are leaving Tracy faster than we can pack our bags.
 44. We would like to minimal traffic impact on Lammers and no more industrial. There are plenty of other areas over there that can still be utilized without being so close to other residential. The property values will be brought down if any industrial is allowed so close to residential developments.
 45. Definitely a roller rink.
 46. We need indoor sports facilities for soccer and tennis when the weather gets too hot.
 47. Give Tracy a big park with lots of trees. Bring some of nature back. All the warehouses give the city a bad look.
 48. You've got to fix the traffic congestion problem before you create more.
 49. Better more advanced medical facilities. A big Kaiser or a bigger Sutter.
 50. Stop this pay to play game here. The city is very corrupted.
 51. Tracy is a hot mess. Too many houses and no infrastructure. Nothing to do and roads are like washboards. Stop building without proper planning.
 52. Why can't we have a shopping center like Blackhawk plaza? Why do we have to leave the city we live in to shop and eat? Obviously we have the land for all these new projects, why not come up with something beneficial for the residents? Something that also entices you to stay in the city you live in, that looks good too. No more warehouses and fast food restaurants! We need to take notice of other cities otherwise we will look like San Jose or Stockton in their industrial area. We need trails and bike paths, place where we can walk and feel safe. Shaded areas to eat outside, water features to keep us cool when it's 110 outside. Let Tracy be the forefront for innovation and design, let's make it a place the residents are proud to call home. I hate having to drive to downtown Livermore or Pleasanton, when I could be spending my money in town. Let's get some Real designs for this area, instead of warehouses and homes. We can do better Tracy!!!!
 53. No more development until all the problems facing us are resolved.
 54. Tracy should not have more warehouses. Period.
 55. Please, please, please don't build more warehouses.
 56. Please - no more warehouses in that area! The city needs to diversify the business base. If housing is built, it should be multi-use, not single family, We need more housing options for young adults, young families and mixed income residents.
 57. Stop building homes without the infrastructure to support it.

58. Please, no more warehouses. We need a four year college, jobs that pay head of household wages, nicer restaurants, walking trails, and stores that carry office attire - nice dresses/suits. Most of us have to leave town to shop for something to wear. I like the idea of a hospital and supporting services. Also, get rid of the weeds and make things look nicer. Would also like to see a Trader Joe's and a furniture store such as Ethan Allen, Macy's, Lazy Boys, etc. Bottom line, we pay lots of taxes but don't get much for it. We need higher paying jobs and amenities.
59. Biking friendly and resident friendly. We don't need more homes on tiny lots. We need more upscale communities or retail to keep folks in Tracy.
60. I would really like to see the city do more to keep the money spent by residents in Tracy. Right now for shopping we have to go to other places, which takes money/taxes away from where we live. I would much rather keep all of that close to home, but we need to improve what is offered in the area. Better grocery stores (TJ/Whole Foods), more diverse grocery stores (99 Ranch, H-Mart, Mitsuwa), outdoor shopping with better restaurants. The last thing we need is more warehouses, or more housing for the already crowded pass and main roads around here.
61. I do not want to see any residential in any form. We as a city cannot long term support housing. We are projecting to run out of water in the next 20 years. Traffic is horrific as it is. We already have or are in process of building apartments, senior homes, and single family homes throughout Tracy. No more houses. We need a higher levels of restaurants, shopping, and grocery to support the needs of residents in our area. We also are in need of a new hospital.
62. Not enough parks west side . This could be our little "Central Park" or "Golden Gate Park" kind of thing. It's good to have nature close to the people.
63. Dog friendly areas.
64. We need stuff for our families to do.
65. No more warehouses! No more homes! We need family entertainment.
66. We need recreational activities for our kids and families! Things like boomers, driving range, escape rooms, ice skating, roller skating, rock climbing gym, indoor sports, swimming pools, laser tag and more! We have very little to do in Tracy and we are missing out on income offering entertainment for our own residents. My family of seven always has to leave Tracy to spend money having fun. Also, being that the HS is across the street some food options would be good. Fast food but also healthier options. Please don't just fill the space with houses and warehouses.
67. As noted by many, the homeless problem in the region has become an epidemic. The lack of mental health facilities exacerbates the problem. A 1,000 + bed facility should be developed. The jobs supporting this facility are typically high paying and would bring economic stimulus to the local businesses.

68. I would prefer high-end retail such as whole food or park open space. High-end corporate buildings or a hospital that bring well-paying jobs would be welcome as well.
69. Enough of concrete in Tracy please. We do not want anymore.
70. Tracy does not need more warehouse buildings. It needs higher paying jobs which in turn will help support and build the city.
71. Is so ugly coming into Tracy from point pls make it more attractive!
72. Tracy has a TON of commercial space already. Tracy has a lot of open lands. We citizens enjoy the open land vs. concrete and buildings. Citizens long for the good old day so Tracy. Not becoming a super fast-growing mega-metropolis. We know Tracy is the extended east bay now and rapid population growth is happening (along with TRAFFIC). Less commercial, less housing, and more open space.
73. Please no more housing!
74. This is the gateway to Tracy and frankly it looks like crap. Nothing but cement blocks and horrendous truck traffic on the west side. Mixed use, such as mixed residential, retail, medical center, light industrial and business offices would be preferable to more warehouses. Parks, trails, bike paths please.
75. NO MORE WAREHOUSES!
76. Businesses and retail would be more desirable in this area mixed with residential, please no more warehouses!!!
77. The deep pocket developers like Sandhu is up to some tricks up his sleeve which will benefit his deep pocket.
78. Build office spaces and buildings to attract bay area corporations.
79. I love the bike trails idea. Also, please no more warehouses. I know warehousing brings jobs but those jobs are not good jobs. If building more housing please ensure is below market rate housing. We're drowning here. Thanks!
80. Why do we have to build out now? It seems that in this record-breaking drought year, with no extra water retention sites even close to being approved at the state level, with the probability of future droughts (man-caused, granted - b/c of no increase in water storage state-wide!) why are we building more and more projects that will tax our water systems AND contribute to the nightmare commute? Can't we wait and fix the other problems first?
81. We need facilities like New Hospitals, Tech Businesses, Restaurants, etc., to serve the increasing city's population.
82. Tracy badly needs facilities for family fun activities, most have them have to drive to Livermore/Dublin to avail those activities. We need to build those facilities in Tracy.
83. Tracy badly needs places to go to for adults and kids of all ages. Currently many Tracy residents find themselves visiting Livermore/Dublin and other places over week-ends for recreational activities. We need to create facilities/places to visit in Tracy.

84. We need more retail and restaurants in our city. With so many new housing developments, there are not enough amenities for the residents. If not retail or restaurants, please consider more another medical facility.
85. Tracy is developing to be more residential than ever and we need good locations to hang out with kids as family rather warehouses.
86. Stop building warehouses! Stop building more houses! Improve infrastructure/roads to handle the growth over the past decade! Attract better retail, high tech companies, entertainment venues for families like K1 Speed Go-Karting, Top Golf, Dave & Busters, BJ's, Trader Joes, Bowling. I would love spend my money here in Tracy instead of in cities like Livermore, Pleasanton, Dublin, Manteca. Wake up Tracy!
87. No more warehouses! No low income houses. Great an open space for running and nature walks and parks for families to enjoy.
88. We are over populated now - no more housing until all roads and infrastructure are capable of handling current population.
89. City center, dining, entertainment, parks (like central park in Mountain house) & updated library. Where younger generation have some activities & don't run away to other towns for the same.
90. Having more shops, Restraints and Actives such as Dave and Busters as well as Training schools for technology/ business that are more in demand jobs now a days. Would bring more jobs to the area, more funding from having Retail Store and restraints available for the community and those from out of town that Commute. If we could have more Low income housing as well for ages 20-40 years of age that would be great. More section 8 housing as well units.
91. I enjoyed your asking for input. This has been an eyesore and need for near 16 years! Planning is great, asking for input is great. Our youth are not adults and leaving!!! Can this become a reality with intentional phased and timely realities with an 2022 start (plan accepted and adopted) and in place before we age out! A 2-5 year project with results?
92. NO WAREHOUSES; ROAD DEVELOPMENT.
93. Tracy needs MORE retail and family things to do. Why live here if there's nothing to do or have to travel outside the area to shop?
94. More restaurants and entertainment centers.
95. we need coffee shops/restaurants/bike trails for student who go to high school. Right now Kimball high school doesn't have anything nearby. We moved to Tracy hoping city will take care of bad roads, incomplete infrastructure. The road near Kimball high is not bike friendly for student to walk or bike . So many times I have seen kids walking through mud or narrow pass ways.
96. If you are considering round-a-bouts, please make sure they are designed well. The round-a-bout at 11th and Grant Line is a poor example!

97. Retail not homes or industrial.
98. Several builders are already building residential. We need support services for these families, and infrastructure to retain them by inviting family oriented businesses. Schools, daycare centers, tutoring centers, theme parks, concert halls, petting zoo, etc.
99. Need to develop a sports park with skate park and other activities for youth/community to use ,(like Pleasanton). Also, really need to attract a university and high technology manufacturers. IT, professional companies and associated jobs.
100. There should be an area where there are events for the community to be able to gather and enjoy.
101. It needs to be about community not money.
102. Build more homes.
103. High-end shopping is needed in the Tracy area. Lots of people moving from the Bay and there's no good shopping on this side of the Altamont. Create a central valley go-to spot for shopping, restaurants, spas.
104. We need more recreational facilities as the city is explaining. Pls plan some.
105. With the number of transplants from The Bay area with 6 figure salaries, we need more upscale amenities.
106. Do no build any more industrial stuff in Tracy! We have enough. Build things for the betterment of the citizens!
107. It would be nice if we had shops that appeal to our residents. Think streets of Brentwood type use.
108. No more houses or apartments. Traffic is horrible and crime is getting worse.
109. Stop building. We don't have enough water for the amount of people that are here. There are already enough buildings that are empty.
110. Focus on GOOD paying JOBS JOBS JOBS.
111. It would be an odd condition to have semi-trucks and residential drivers share the same roadway especially during commuting hours. This is a consideration when deciding what is implemented. Additionally, as I am new to area, but many people who have lived here for some time wish that there was more investment in businesses to shop at versus bringing in more warehouses. There can be a mix of bringing in more restaurants, shops and Whole Foods/Trader Joe's and Chick-Fil-A.
112. Bring some retail to town. Affordable housing and apartments duplex. Build one story homes. Manteca builds a ton. STOP BRING THE WAREHOUSE TO TOWN!!! Bring something for the teen and kids of this this town we have nothing for them!!!!!!!!!! Build Dog Parks. Walking and biking paths. When I moved to Tracy 23 years ago I did not realized it would grow in all the wrong areas!!!!!!!!!! I only shop for food in town because we have no other retail stores. My money goes to all other retail stores in surrounding areas. It is really sad to know that I cannot shop any decent retail stores in a town of 90,000 plus people. Manteca has it right maybe we need to see what they are doing and

- get some ideas. I shop there a lot as well as Livermore Dublin, Pleasanton and Brentwood. it time to stop building warehouse and think about the people that live in this town and what they want. I did a survey a couple of years ago about what I wanted to see come to Tracy sad thing is who know what happened with that never saw any feedback on it. And I know of only one thing that I mentioned that is finally coming here and that is Hobby Lobby. But it is still so far away. To say I am disappointed in what Tracy City Council or planning committee has done for this town is an understatement it show you care about the people that live in this town you just want your warehouses.
- 113. We need a regional park for the well beings of all Tracy residents.
 - 114. We do not need more houses. We do need a new hospital (although I know that Sutter of Kaiser would have to want to build one). Shopping like Trader Joe's and food areas would also be appreciated.
 - 115. Bike trails and a bike park/pump track and a new skate park would be awesome.
 - 116. We need affordable housing in Tracy It has been impossible for our family to buy in the current market The only way to increase affordability is to increase inventory.
 - 117. No warehouses. No apartments or condos.
 - 118. Please create walking/running trails.
 - 119. We need more retail and food gathering places for Tracy residents. Maybe small office buildings with retails and food places mixed. Similar to downtown Livermore, Pleasanton, and Martinez.
 - 120. Outdoor or indoor recreational options.
 - 121. This area should be used to provide areas for small to medium businesses. There is a shortage of 1500-4000 sq. ft spaces in this area. The large warehouses are great but we need to attract more businesses.
 - 122. There should be a Magical Bridge Playground installed, this would be a majorly inclusive area, and also have a bigger water feature installed for the kids. Make this an area residents want to go and spend money in, let this town finally start getting revenue from taxes. As of now a majority of people I know, myself included go outside of Tracy to shop or we order online. I'd like to see the city start thriving and being as amazing as it has the potential to be.
 - 123. We need a new hospital, more restaurants, more retail. Bring in Whole Foods at the mall, maybe a Dave & Buster's there too. Fix our roads. Install more cellular towers.
 - 124. No more warehouses.
 - 125. More services for current residents so we don't have to spend our money in the Bay Area! Improve roads like Valpico, Corral Hollow and completing the water park and amenities for current residents. Revitalize the mall or tear it down. Improve downtown and look for business to come to Tracy not Manteca. Tracy is a distribution center hell with too many residents and no services to make want us to spend our money in town.

126. A large outdoor recreation area that includes a skate / bike park, roller skating/ outdoor amphitheater and trails. A multi-use outdoor recreation area.
127. Things and places to shop and eat for all the new residents of Tracy. Tracy is building so many new homes, but nothing as far as entertainment or activities for the residents. Please make Tracy a place we're we want to spend our time and money.
128. We need better infrastructure before more homes are built. Our city/town can't handle the number of people we have now - building more houses doesn't solve the problem. It just makes houses for Bay Area residents to move into and keep their business/spending/working in the Bay Area. We need jobs to support people who live here to work here and less traffic for people who just come here to live. Better roads and planning (stop light timing, etc.) need to be figured out before you add hundreds of houses and hundreds more cars into our city that's already busting at the seams. Use the land for recreational opportunities.
129. UC-Tracy.
130. Until the city fixes our city streets, (all of them) and until we have a police dept. that enforces traffic laws on a daily basis, I will vote NO on any residential building.
131. Please stop adding more housing until you upgrade the city's infrastructure.
132. Look at Hacienda business park in Pleasanton then add more leisure areas and anchor restaurants and activities like disk golf course and outdoor movies or drive in, skating rink or Top golf etc.
133. Tracy simply needs leadership that is willing to do the hard work of bringing businesses other than warehouses. It's astonishing that this city council feels they need to ask the community these questions. The community has spoken about this issue at nauseum. They simply do not want more warehouses. Enough. Please keep the original plan and do the hard work required to get it executed.
134. Stop building homes, you already have us on water restrictions so why would you want to add more? We need a modern hospital.
135. Make sure infrastructure and water can handle. Parks would also be good.
136. Stop turning Tracy into the Bay Area/ Dublin/ Pleasanton. It's sad. Respect the generational agricultural families. Respect and stay true to the small town roots. The valley will too soon lose its charm. SO SAD.
137. We don't need any more warehouses there. Tracy is all warehouses and almond orchards now. Enough is enough!
138. Stop it with the warehouses and logistics already! We need better amenities within the city so we don't have to go to the tri-valley area.
139. We need areas for families to enjoy the outdoors and recreation!
140. Please bring in more attractive building, retail, restaurants, tired of spending my money outside of Tracy. Enough with the hideous warehouses!
141. Make it appealing so Tracy doesn't look like a second class city.

142. Please stop the warehouses and distribution centers. Also please no more apartments! If you insist on residential please make them low density homes for purchase. There is too much building going on here given lack of road infrastructure in this town and also the continuing water shortage in this valley.
143. Either way it goes, you MUST look at traffic flow and add another on/off ramp. Commercial trucks mixed with typical commuters is a nightmare right now - this will only get worse! It's currently a disaster every morning. You need to fix that first then look at adding additional structures.
144. We need road infrastructure before we need more homes. This is a commuter town and not many freeway on ramps.
145. Please stop adding warehouses and housing. We need places that will improve life of the current residents. Look around to Manteca and Livermore for ideas. Tracy is so behind in retail and entertainment.
146. Tracy is in desperate need of multi-unit family housing. I think Westside is a good area for this.
147. Please add bike, walking, multi-use trails with trees. Also lakes. We need space to enjoy the outdoors while exercising.
148. Lammersville area residents will oppose any more growth without proper traffic planning for Hansen road. City should support closing Hansen road north of 205.
149. Bike trail and designated bike park, please.
150. Strongly feel you need to make the entrance enticing not industrial.
151. The idea of making warehouses or homes the "Face of Tracy" is laughable. There is such a high need for medical facilities and entertainment/retail that attracts dollars to come to Tracy and stay here in Tracy. Downtown is great but we need something to rival the attention Manteca gets for BLD and Wolf Lodge or Ripon gets for its burgeoning retail/entertainment options or anything like the Bay Area has. Warehouse jobs don't facilitate incomes needed to live comfortably and more homes don't solve the long term issues we have with money being spent outside of Tracy due to a lack of choices. Please, for once, let's actually put the future of this town ahead of developer wants.
152. PJ is the right man for this, looking forward to this development!
153. A safe space for recreation, gatherings, events. Festivals, music and community. No more warehouse stuff, but adding business park offices and recreation similar to bishop ranch would be amazing.
154. Please no more housing. Tracy needs restaurants, shopping, etc. A new hospital would be nice too.
155. No more warehouses or housing sprawl in Tracy! Have you tried to drive in or out of this commuter hellhole during the workweek? I have. For 20 years. Bring white collar office jobs to this town and stop whoring yourself out to every warehouse owner and real estate developer.

156. Please focus on business buildings/parks instead of warehouses.
157. I think before Tracy tries to add more of anything it addresses the rapid growth that has occurred in the last decade or two. Roads, congestion, homelessness, making use of properties already in Tracy (mall, outlet mall) and many other items should be addressed first. Just leave the land as it is. No new building until Tracy is able to successfully deal with what is already there.
158. Mixed use retail, residential.
159. By the time Prologis has built the rest of their warehouses adjacent to this "west side" area any Tracy warehouse workers will have plenty of opportunities for employment. Give other workers a chance to work at other professions; i.e. office, medical, retail, technical etc. Good paying jobs are needed in Tracy not more warehouses!
160. Good paying job opportunities through business and medical offices and retail . No more large warehousing parks.
161. Consider using the area for an office business park similar to Bishop Ranch in San Ramon, CA. With so many commuting, Tracy should develop a business park hub for Bay Area business where they can have space for their Central Valley employees. Rent is high in Bay Area and Tracy could be the next office/retail business park. Many companies are leaving CA for cheaper office space and pay. Central Valley could be an answer with the right facilities!! Less housing and more office space and retail for those of us already here and in surrounding areas.
162. The existing HWY 205 and 580 infrastructure does not support options that result in population expansion or distribution based business. The focus should be on attracting quality consumer services to the area.
163. Let's have mom & pop businesses together with professional businesses. let's try to keep people working in Tracy and not commuting to the bay area and adding to the already crazy traffic in 205 & 580.
164. One single Costco , Walmart, target is not enough for this population. Population is growing and everybody needs these business in affordable distance. Please plan only business.
165. Tracy needs in town and county small businesses that city and county residents can utilize. Too many homes are being built yet the roads are not being adjusted for the additional automotive traffic. Why put money in surrounding cities pockets just because more people are "sleeping" in Tracy or working at warehouses. Has anyone with "Westside" taken the above into consideration. Also, I live in an area that is continually bombarded with semi-truck traffic and "commuter" traffic heading to and from the Prologis Park project that is the big brother neighbor to this project, our roads, homes and wells are taking a big hit due to the semi-truck traffic and speeding commuters speed at speeds well over 75, crossing over double yellow lines while thumbing their noses at obeying the posted speed of 35. Development of open land needs to take

- everything into consideration, not just a fringe of what people want and how much money is being banked.
166. We don't need more houses!!!! It just contributes to the awful traffic. Tracy Hills and Mountain House has taken care of that. We need more restaurants and retail options!!! We need more schools and medical offices.
167. Please no more residential! We need more opportunities for business development, as well as local career level job opportunities for current Tracy residents.
168. If residential buildings are built please take into consideration the impact on school populations and tie it into contract that the build a school.
169. No high density homes. We need large homes, on large sites. Enough Homes on postage, tiny sites that will turn into rentals and have high crime rates. Look at Danville and Blackhawk as a model.
170. Please do not disappoint the residents of Tracy anymore. We are tired and fed up with the city's lack of taking care of the people and providing the infrastructure and amenities needed for Tracy's growth. It feels as if the city has interests in residential buildings. Please be aware that Tracy's demographic is changing. You are getting energized, driven people who are ready for change and will start organizing to make radical change unless the city takes care of the needs that people are expressing. Do right and use this space for small retail businesses and amenities that your current residents of the city can enjoy.
171. Bring more business, and things were big crowds can gather. Tracy is in need of this more than anything. The market is getting ready to crash worse than before. Not a good time to build living spaces. Thank you for the chance for input.
172. Close down Hanson Drive to through traffic.
173. I believe we should provide low-income/affordable housing because we are pricing out many of our residents. Activities for families are on short supply.
174. No more housing! We are in a drought and over populated for our small downtown that has most spaces on central closed. Buildings that bring businesses that support higher pay to keep money in Tracy instead of people coming her just to live and commute daily to afford to live here. Decrease traffic on the highways, make areas that want to grow places our community will enjoy and benefit from.
175. Since our town is growing rapidly, we need more parks and places to gather so our children don't play in the streets.
176. Tracy needs more of modern today stores to accommodate to the new bay area buyers moving in to town, better shopping mall stores, sprouts, Whole Foods, better restaurants.
177. No more industrial parks. Anywhere along I205 and 580, all we see are warehouses. City planners have been myopic, absolutely visionless in thinking about what kind of facade we should have when we see this monster buildings from the freeway. Why can't we

imagine the look of a European or Spanish city or other unique facade with warehouses or other buildings? What are we leaving behind for next generation? Just ugly concrete flat facades? Shameless. While there is empty space between buildings and freeway, license is given to ugly parking lots which are seen from the freeway. (Example in nearby Dublin - Kaiser Hospital building has ugly parking lot seen from the freeway with a nice building in the back. Why not trees and gardens in front? Reimagine, Reimagine. Think China, Dubai architectures! As builders to hire top architects for look and feel! Come on Tracy, let's be creative and demanding of developers. Demand buildings that do rain water harvesting, solar, less heat generating outer walls and only Green certified buildings with self-cooling systems.

178. No more houses, no more warehouses. Please utilize this land to make usable space and resources for current residents.
179. Medical and hospital is very much needed to support the Tracy and Mountain House communities. Please get the new hospital here.
180. We need more entertainment, another hospital more than building any more homes in this town!
181. No low income, high crime housing please. I cannot currently afford a nice single family home in Tracy but let's not ruin the city for everyone.
182. Light small industrial retail is needed on the west south side.
183. More emphasis on retail businesses, and non-manufacturing/distribution businesses are needed in this area- focus less on housing. Tracy needs more retail and jobs to help bring more income to the city and to keep our residents spending money within our City.
184. I was told that the area was to be used for a new hospital. I am fine with that. Build an outstanding hospital, as at this point my husband had to go to Valley Care for his specialists, so it needs to support a lot of needs and testing capabilities. If this is what's going to be, then let it be the hospital and medical offices. If not, in addition to my comment on question #1, you can incorporate residential, but do it above the stores, like in Emeryville or Santana Row. As part of the general entertainment idea, an outdoor amphitheater would be a great place for gatherings and such the city could sponsor for concerts, movies, Farmer's Market, Fairs/festivals, etc.
185. CA cities have basically 4 funding sources: grants, sales tax, building fees, and property taxes. Due to these funding sources, cities are naturally encouraged to grow [even if cities are not required to plan to grow]. New annexations and developments with their building fee payments as well as higher property tax assessments allow city general funds to grow to address growing expenses. But eventually, without a constant turn-over of existing homes, property tax assessments tend to decrease over time and eventually they do not contribute to the general fund as greatly. Thus commercial [in general] has been overwhelmingly the preferred zoning due to potential sales tax

- increases. For Tracy, a large number of the 'missing middle' would allow young families to enter home ownership and with these smaller homes, they would eventually sell to move-up to the next size home. This would allow units to be reassessed.
186. The City of Tracy is severely lacking appealing retail shopping experiences. No to warehouses at the gateway of our city. No To increase truck traffic, especially near the high school. Horrible infrastructure, poor planning, special interest that favor developers is the ruining this city.
187. Would like to see the site stay as an open green space as possible.
188. More warehouses is not what Tracy needs. A business park for office space might be nice, but not another warehouse. Invite businesses to have their offices here and Tracy residents won't have to commute over the hill. I love the idea of having bike paths, but if you add more warehouses, that would be a dangerous move. A hospital, stores for shopping and either townhouses or condos would be okay with the bike paths. Bringing stores to the area would invite shopping to the area. Once people see that there is bike paths, it gives a cute community feeling. Please don't make Tracy the city of warehouses and over the hill commuters.
189. Need to incorporate features attractions that will encourage residents to stay and spend dollars in Tracy (e.g. IKEA, Trader Joe's, family entertainment, Higher end restaurants and Shopping, etc.).
190. Putting residential that costs the City money next to an Industrial park seems like a really bad idea. Don't we have a growth restricting ordinance approved by voters?
191. The city of Tracy lacks trails , pathways , and a recreation are for bicyclists , there are MANY cyclists here in Tracy and is growing rapidly , city streets are not as safe as we would like it to be , some motorists are very intolerant about bikes using city streets but we have NO amenities for cyclists so we must use what is available , which at times is not very safe. Thank you.
192. Industrial park will bring many jobs to those who need them and already live in the area.
193. Glad the city is engaging in this area finally.
194. Long term jobs and revenue generation should be the focus at this site. We have plenty of residential in other areas and need more jobs so we don't have to go to the Bay Area.
195. Large parks and biking/running trails that all connect. Some place to have community events. Trees and landscaping please.
196. Please don't build homes on this land.

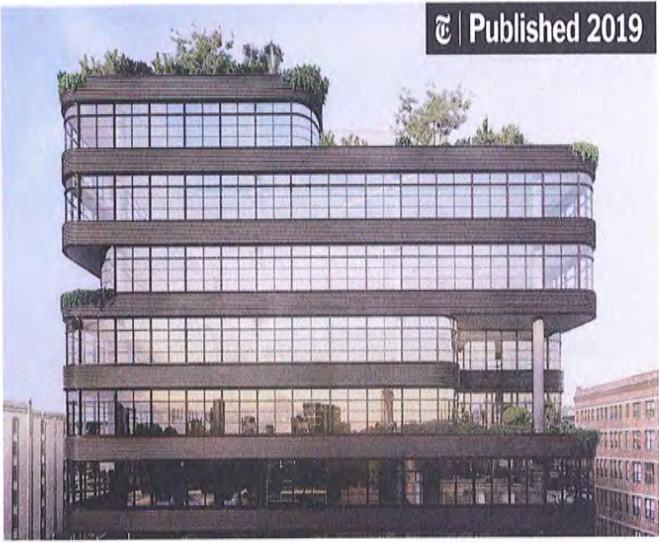
Appendix D: Westside Submitted Written Comments

Chrystena Gonzaga Rockett
mailrockett@gmail.com

Site perfect as a 'gateway' into Tracy. Create a positive first impression of Tracy. Be developed in a way that creates civic identity and the much needed amenities for city residents that help to improve quality of life. It should also encourage non-residents to come and spend their money in Tracy-diverse mix of entertainment venues(theaters, clubs, etc.) restaurants/cafes, retail. Mixed-use commercial or mixed-use residential.

- Be sustainable and offer green/open spaces, and community gathering spaces.
- Feature public art installations from local or artist in the surrounding area.
- Nurture a sense of pride and be welcoming to visitors.
- Incorporate gateway identity signage.
- Modern office spaces with unique architecture to attract R&D, HQ offices, etc.
- Roadways should be constructed to mitigate traffic congestion.
- Appropriate amount of parking should be available along with public charging stations.
- Accessible public transportation. Accommodate users of alternate transportation modes.
- Address pedestrian with scale elements on facades at ground floor.
- Provide defined outdoor amenities such as bicycle parking and wide sidewalks.
- Landscape to serve as a barrier from the highway and transition into the city.
- Lighting to enhance the landscape and buildings at night.

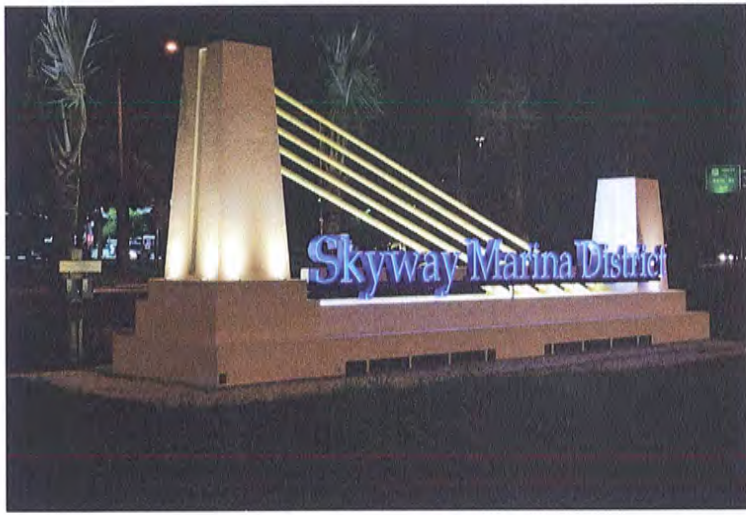
⑩
Business Park/Industrial
MKT.



PORT COVINGTON

Spark Innovation. Ignite Potential.
169,812 RSF of World-Class Lab & Office Space Available





Received at City of Tracy via email, 7/22/21

Westside: - my thoughts -

The piece of land is very close to the freeway.

(YES) Let's think aesthetics no matter what is approved there.

(NO!) Residential - don't we have more than enough with Tracy hills coming up. Can the city handle more population growth, considering water shortage will persist in future years?

(YES) Hospital – With all the growth in Tracy, Sutter Hospital is out of capacity. During Covid, there was a huge shortage of beds. We do not have specialists in Sutter Hospital. Operating facilities are outdated. (the MRI is 1 generation older than those in Bay Area hospitals).

(YES) Park – a nice nature park would be great if it is possible. (I need think to more about this).

(YES) if we want to create a shopping cum residential township, let's think something like Santana Row. Stevens Creek road was a boring ugly road about 20 years ago, until someone had the vision to create Santana Road.

With my respects,

Ram

Ram Kedlaya

Founder & CEO, [Group Tminus](#) (USA, Japan, India, Europe)

Executive Coach, Speaker, Innovation Advisor

Excellence: [Omotenashi -the Japanese way of serving selflessly](#) Execution, Innovation, Re-imagine, Inspiration

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AGENDA ITEM 3.C

REQUEST

**APPOINT ROBERT ADAMS TO SERVE AS INTERIM CITY MANAGER AND
APPROVE AN EMPLOYMENT AGREEMENT BETWEEN MR. ADAMS AND THE
CITY OF TRACY**

EXECUTIVE SUMMARY

City Manager Jenny Haruyama announced her final day with the City would be August 16, 2021. Subsequently, the City initiated an executive recruitment process to select the next permanent City Manager, which can take up to six months. Based upon this timing, there is a need for the City Council to hire an Interim City Manager to be responsible for City administrative and operational matters until a permanent City Manager is appointed.

On July 16, 2021, City Council held interviews with qualified candidates and selected Robert Adams to serve as Interim City Manager effective August 18, 2021. This item requests that the City Council authorize the appointment of Mr. Adams as Interim City Manager and approve an employment agreement between Mr. Adams and the City of Tracy to serve as Interim City Manager.

DISCUSSION

Current City Manager, Jenny Haruyama, announced her resignation with a planned departure on August 16, 2021. At the request of City Council, staff contracted with Bob Hall at Tripepi Smith to initiate the executive recruitment process to select the next permanent City Manager. Because the recruitment process may take up to six months, an Interim City Manager is needed to oversee City operations until a permanent City Manager is appointed. The appointment of an Interim City Manager is important to ensure the organization has the leadership it needs to maintain a continuity of services. With COVID-19, the Interim City Manager will need to continue to manage (1) the City's response to the on-going public health emergency, (2) administration of the City's budget and (3) ongoing City projects, development and Council initiatives.

The City Council recently conducted interviews with four candidates with experience serving as the City Manager in local government agencies and selected Robert Adams to serve as Interim City Manager. Staff recommends that the City Council adopt a resolution appointing Mr. Adams to serve as the Interim City Manager and approving an employment agreement between Mr. Adams and the City of Tracy.

Mr. Adams is a retiree of the California Public Employees Retirement System (CalPERS). CalPERS rules and regulations require that the City Council approve a resolution appointing Mr. Adams for the limited time the recruitment is in process. A resolution identifying key requirements accompanies this staff report for action by the City Council. In accordance with Government Code section 21221 (h), these requirements include:

- *Limited Duration Work:* The retiree can only be hired as an interim or acting appointment during the period of recruitment with a maximum of 960 hours in a fiscal year.
- *Single Appointment:* The retiree can be appointed only once to the vacant position. In other words, the City Council cannot extend the date of service or make a change to the agreement in the future.
- *Compensation:* The hourly rate of pay cannot be less than the minimum or exceed the maximum for the vacant position as listed on the employer's publicly available pay schedule. The retiree cannot receive any benefits, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly rate of pay. The retiree may be reimbursed for reasonable expenses.

The attached proposed employment agreement provides that:

- Effective August 18, 2021, Mr. Adams shall serve as the Interim City Manager until the effective date of the appointment of a City Manager by City Council with a maximum of 960 hours in a fiscal year. The position is at-will and either party may terminate the agreement earlier upon giving written notice to the other party.
- Mr. Adams shall receive an hourly rate of \$126.17 during the term of the Agreement.

STRATEGIC PLAN

This agenda item is a routine operation item and is not related to the City Council's Strategic Plans.

FISCAL IMPACT

The fiscal impact of this action is offset by the savings realized by the upcoming vacant permanent City Manager position.

RECOMMENDATION

That the City Council appoint, by resolution, Robert Adams to serve as Interim City Manager and approve an employment agreement with Mr. Adams.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Karin Schnaider, Director of Finance

Approved by: Leticia Ramirez, City Attorney

Attachment: Exhibit A - Proposed Employment Agreement – Robert Adams

**EMPLOYMENT AGREEMENT BETWEEN
ROBERT F. D. ADAMS AND THE CITY OF TRACY
TO SERVE AS INTERIM CITY MANAGER**

This Employment Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Robert F. D. Adams, an individual ("EMPLOYEE"). CITY and EMPLOYEE are collectively referred to as "Parties."

RECITALS

- A. The CITY desires to employ the services of EMPLOYEE as the Interim City Manager, temporarily, to carry out the duties and responsibilities of City Manager as provided for by the City of Tracy Municipal Code, in consideration of and subject to the terms, conditions and benefits set forth in this Agreement.
- B. EMPLOYEE desires to accept employment as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.
- C. EMPLOYEE's employment is authorized by Government Code sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for all other CalPERS employers.
- D. EMPLOYEE represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code 21221(h).

EMPLOYEE represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant during the 2021-2022 fiscal year, and that he therefore acknowledges that he is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during the 2021/2022 fiscal year.

EMPLOYEE represents that he has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. EMPLOYEE further represents that his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement.

- E. CITY has determined it is necessary to hire EMPLOYEE, a retired annuitant, because the position of Interim City Manager requires special skills, and EMPLOYEE, by virtue of his significant experience as City Manager, has those special skills.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties hereby acknowledge and agree that the foregoing Recitals are true and correct, and are hereby incorporated into this Agreement.
2. Duties. CITY agrees to employ Robert F. D. Adams as Interim City Manager of CITY to perform the functions and duties specified in Article 1 of Chapter 2.08 of Title 2, of the Tracy Municipal Code and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.
3. Term. This Agreement shall become effective upon the date approved by the City Council and executed both by EMPLOYEE and CITY's Mayor. EMPLOYEE shall commence the performance of his duties as the Interim City Manager on August 18, 2021. This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent City Manager employed by CITY; (ii) upon EMPLOYEE working his 960th hour for CITY in any fiscal year, including hours worked for other CalPERS Agencies during such fiscal year; or (iii) upon termination of the Agreement by either EMPLOYEE or CITY as provided in Section 6 of this Agreement.
4. At-Will; No Property Right in Employment. EMPLOYEE acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that he acquires no property interest in his employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action except as otherwise provided by law. Nothing in this Agreement shall prevent limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 3 (Term) and Section 6 (Separation of Employment). This at-will employment shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 3 (Term) and Section 6 (Separation of Employment).
5. Compensation and Benefits.
 - a. Rate of Pay. The CITY agrees to pay EMPLOYEE compensation at the rate of \$126.17 per hour in accordance with a pre-determined schedule applicable to all CITY employees.
 - b. Compliance with CalPERS requirements. It is the intent of the parties to compensate EMPLOYEE only to the extent permitted under Government Code Sections 7522.56 and 21221(h), and corresponding CalPERS regulations and policy statements. The

Rate of Pay set forth above is based on the salary limitations established by CalPERS and is not less than the minimum, nor more than the maximum annual rate of pay, for the position of City Manager as listed on the CITY's publicly available pay schedule, divided by work hours per month of 173.333 to equal an hourly rate. The maximum hourly rate of pay for the position of City Manager is \$126.17.

- c. Recordation and Reporting of Hours Worked. EMPLOYEE will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, EMPLOYEE shall keep CITY continually apprised of any hours worked by employee for other CalPERS Agencies during the term of this agreement.
 - d. Benefits. Other than the compensation described in Section 5, EMPLOYEE will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. EMPLOYEE understands and agrees that he is not, and will not be eligible to receive any benefits from CITY, including any CITY group medical plan, any CITY retirement program, or any paid holidays, vacation, sick leave, or other leave with pay, or any other job benefits available to an employee in the regular service of the CITY, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.
 - e. Reimbursement. CITY shall reimbursement EMPLOYEE for authorized, reasonable and necessary travel expenses incurred by EMPLOYEE in the performance of his duties pursuant to this Agreement. EMPLOYEE shall document and claim said reimbursement for such travel in the manner and forms required by the CITY. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and CITY's adopted reimbursement policies. Such reimbursements shall not be reported to CalPERS. Other than as specifically provided herein, EMPLOYEE shall receive no other compensation or reimbursements for expenses incurred by him in performance of this Agreement.
6. Separation of Employment.
- a. EMPLOYEE may voluntarily separate from CITY service by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of the resignation. This Agreement to provide a 30-day notice of resignation is an additional consideration for various benefits provided herein to EMPLOYEE.
 - b. This Agreement shall terminate immediately upon the occurrence of any of the following events:
 - i. the death of EMPLOYEE;
 - ii. the loss by EMPLOYEE of legal capacity;
 - iii. conviction of a felony;
 - iv. the willful breach of material duty by the EMPLOYEE in the course of EMPLOYEE's employment;

- v. repeated and protracted unexcused absences from the City Manager's office and duties;
 - vi. conviction of an illegal act involving personal gain to EMPLOYEE; or
 - vii. is found to have committed an unethical act involving personal gain to EMPLOYEE and resulting in expulsion from the International City Management Association (ICMA).
- c. EMPLOYEE may not be removed from office within a period of 120 days immediately following a general municipal election held in the City at which a member of the Council is elected. Any such removal of EMPLOYEE shall comply with Section 2.08.080 of the Tracy Municipal Code.

7. General Provisions.

- a. Indemnification. CITY shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Manager. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered. It is expressly understood that the CITY is not responsible for any awards involving punitive damages.
- b. Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under Title 2 of the Tracy Municipal Code.
- c. Notices. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY:
City Council of the City of Tracy
Attention: Mayor
333 Civic Center Plaza
Tracy, CA 95376
With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

EMPLOYEE:
Robert F.D. Adams
636 Dutch Valley Ct
Midway, UT 84049

Alternatively, notices required under this Agreement, may be personally served in the same manner as is applicable to civil judicial practice.

- d. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not

embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

- e. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. The amendments shall be incorporated and made a part of this Agreement.
- f. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due EMPLOYEE from CITY under this Agreement as of the date of EMPLOYEE's death shall be paid to EMPLOYEE's executors, administrators, heirs, personal representatives, successors, and assigns.
- g. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected, but shall remain in effect.
- h. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.
- i. Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.
- j. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be Wednesday, August 18, 2021.

City of Tracy

Robert F. D. Adams

Nancy D. Young, Mayor

Date: _____

Robert F. D. Adams

Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

DRAFT

RESOLUTION 2021 - _____

APPOINTING ROBERT ADAMS TO SERVE AS INTERIM CITY MANAGER AND APPROVING
AN EMPLOYMENT AGREEMENT BETWEEN MR. ADAMS AND THE CITY OF TRACY

WHEREAS, the position of City Manager will be become vacant as of August 17, 2021;
and

WHEREAS, Government Code Section 21221(h) permits the City Council of the City of Tracy ("City Council") to appoint a retiree or retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year;
and

WHEREAS, in order to retain efficient and uninterrupted operation and management of the City, the City Council desires to appoint Robert Adams, a retired annuitant in the CalPERS retirement system, as an Interim City Manager to the vacant position of City Manager effective August 18, 2021; and

WHEREAS, Mr. Adams has over 40 years of experience in local government management, including having most recently served as Interim City Manager in the City of Lincoln, California; and

WHEREAS, the City desires to employ Mr. Adams as its Interim City Manager subject to the terms and conditions set forth in the Employment Agreement between Robert Adams and the City of Tracy ("Agreement"), and

WHEREAS, Mr. Adams desires to be employed by the City of Tracy as its Interim City Manager subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby appoints Robert Adams to serve as Interim City Manager and approves the Employment Agreement between Mr. Adams and the City, attached to this agenda item.

* * * * *

The foregoing Resolution 2021 - _____ was adopted by the Tracy City Council on the 17th day of August, 2021 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.D

REQUEST

DESIGNATE VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2021 ANNUAL CONFERENCE BUSINESS MEETING AND DETERMINE CITY COUNCIL'S POSITION ON THE RESOLUTION TO BE CONSIDERED AT THE ANNUAL CONFERENCE BUSINESS MEETING

EXECUTIVE SUMMARY

Staff requests that Council designate a voting delegate and up to two alternate voting delegates for the upcoming League of California Cities Annual Conference Business Meeting, and determine their position on the attached resolution.

DISCUSSION

The League of California Cities Annual Conference is scheduled for Wednesday, September 22 through Friday, September 24, 2021. The League of California Cities (the League) advocates on issues that matter to California's 482 towns and cities. Their advocacy teams work with regional field staff and lawmakers to sponsor, draft, and support legislative and regulatory measures that promote local decision making and lobby against policy that erodes local control. The League takes positions on hundreds of bills annually. With over 400 city officials serving on its seven policy committees, cities directly influence the direction of the League's overall advocacy efforts.

An important part of the Annual Conference is the League of California Cities Annual Business Meeting held on Friday, September 24, 2021. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to expedite the conduct of business at this policy-making meeting, each City Council is required to designate a voting delegate and up to two alternates who will be registered at the conference and present virtually at the Annual Business Meeting. A voting card will be given to the City official designated on the Voting Delegate Form.

The League of California Cities has requested to receive the names of the delegates by September 15, 2021.

Additionally, attached is a packet of information from the League of California Cities, which includes two resolutions that will be considered at the Annual Business Meeting. Resolutions are policy statements by member cities that request consideration of an action for a particular cause. (Please note additional information on these resolutions may be presented at the League Conference that is not included in the current packet provided by CAL CITIES.)

1. *Resolution of the League of California Cities (CAL CITIES) calling on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% Local Sales Tax from In-State Online Purchases, based on data where products are shipped to, and that rightfully takes into the consideration the impacts that fulfillment centers have on host cities but also provides a fair share to*

California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

This resolution asks the State Legislature to consider adopting legislation to redistribute 1% Bradley Burns Sales Tax to jurisdictions that do not and/or cannot have a fulfillment center within its jurisdiction. Support of this resolution would encourage the redistribution of existing and/or future sales tax revenue, and possibly negotiated sales tax agreements. Conversely, opposition to this resolution would discourage consideration of legislation to redistribute sales tax based on on-line in State transactions to cities that do not have a fulfillment center within its jurisdiction. It is important to note that the City of Tracy has several large distribution centers located within the City's jurisdiction that generate Bradley Burns Sales Tax for the City.

Additionally, opposition to this resolution supports:

- Council Strategic Priority Governance: Goal 2 (Ensure short term and long-term fiscal health) and Goal 3 (Increase Public Awareness around City finances and other civic matters)
- Council Strategic Priority Economic Development: Goal 4 (Attract businesses and jobs that meet the needs and desires of the community) and Goal 5 (Develop policies to target new jobs in innovative industries)
- Council Strategic Priority Quality of Life: Goal 3 (Provide City programming and events that bolster quality of life)

2. *A resolution calling upon the Governor and the Legislature to provide necessary funding for California Public Utilities Commission (CPUC) to fulfill its obligation to inspect railroad lines to ensure that operators are removing illegal dumping, graffiti and homelessness encampments that degrade the quality of life and results in increased public safety concerns for communities and neighborhoods that abut the railroad right-of-way.*

This resolution requests that the CPUC inspect railroad lines to ensure that operators are taking steps to address safety and health issues, including but not limited to illegal dumping, graffiti, and homelessness encampments in the railroad right-of-way.

Support of this resolution would be consistent with the following strategic priorities: Council Strategic Priority Public Safety: Goal 2 (Implement the Adoption of Homelessness Strategic Plan).

The attached description of the 2021 annual conference resolutions include the actual resolutions and background information on the resolutions for Council consideration.

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 2: Ensure Short and Long-term fiscal health and Goal 3: Increase Public Awareness around City finances and other civic matters.

FISCAL IMPACT

A vote in support of Resolution 1: Online Sales Tax Equity indicates that the City Council supports legislation that would likely result in the City losing Sales Tax revenues to other jurisdictions.

A vote in support of Resolution 2: Securing Railroad Property Maintenance indicates that the City Council concurs that the Governor and Legislature provide necessary funding for the California Public Utilities Commission (CPUC) to fulfill its obligation to inspect railroad lines.

RECOMMENDATION

It is recommended that the Council designate, by resolution, a voting delegate and up to two alternate voting delegates for the League of California Cities 2021 Annual Conference Business Meeting, and determine their position on the attached resolution.

It is recommended that the Council oppose Resolution 1: Online Sales Tax Equity and support Resolution 2: Securing Railroad Property Maintenance.

Prepared by: Karin Schnaider, Finance Director
Adrianne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

- A Correspondence from the League of California Cities dated June 16, 2021
- B 2021 Annual Conference Resolution Packet.

Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



Annual Conference Resolutions Packet

2021 Annual Conference Resolutions



September 22 - 24, 2021

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League of California Cities (Cal Cities) bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to Cal Cities policy committees.

POLICY COMMITTEES: Three policy committees will meet virtually one week prior to the Annual Conference to consider and take action on the resolutions. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 23, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of Cal Cities regional divisions, functional departments, and standing policy committees, as well as other individuals appointed by the Cal Cities president. Please check in at the registration desk for room location.

CLOSING LUNCHEON AND GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 24, at the SAFE Credit Union Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a petition resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Closing Luncheon & General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 23. Resolutions can be viewed on Cal Cities Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond mdesmond@calcities.org.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within Cal Cities. The principal means for deciding policy on the important issues facing cities is through Cal Cities seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop Cal Cities policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing Cal Cities policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for Cal Cities policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		

		1	2	3

1 - Policy Committee Recommendation
to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
2	Securing Railroad Property Maintenance			

REVENUE & TAXATION POLICY COMMITTEE

		1	2	3
1	Online Sales Tax Equity			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
2	Securing Railroad Property Maintenance			

KEY TO ACTIONS TAKEN ON RESOLUTIONS (*Continued*)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

A	Approve
D	Disapprove
N	No Action
R	Refer to appropriate policy committee for study
a	Amend+
Aa	Approve as amended+
Aaa	Approve with additional amendment(s)+
Ra	Refer as amended to appropriate policy committee for study+
Raa	Additional amendments and refer+
Da	Amend (for clarity or brevity) and Disapprove+
Na	Amend (for clarity or brevity) and take No Action+
W	Withdrawn by Sponsor

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the Cal Cities Bylaws.

1. RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES (“CAL CITIES”) CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

Source: City of Rancho Cucamonga

Concurrence of five or more cities/city officials:

Cities: Town of Apple Valley; City of El Cerrito; City of La Canada Flintridge; City of La Verne; City of Lakewood; City of Moorpark; City of Placentia; City of Sacramento

Referred to: Revenue and Taxation Policy Committee

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of “siting” the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines “out-of-state” online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale (“situs”) as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state’s largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being entirely allocated to the specific city where the warehouse fulfillment center is located as opposed to going into a countywide pool that is shared with all jurisdictions in that County, as was done previously; and

WHEREAS, this all-or-nothing change for the allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue from the retailer that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment center; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting a 1 million square foot fulfillment center, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their RHNA obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product from that center now receive no revenue from the center's sales activity despite also experiencing the impacts created by the center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background Information to Resolution

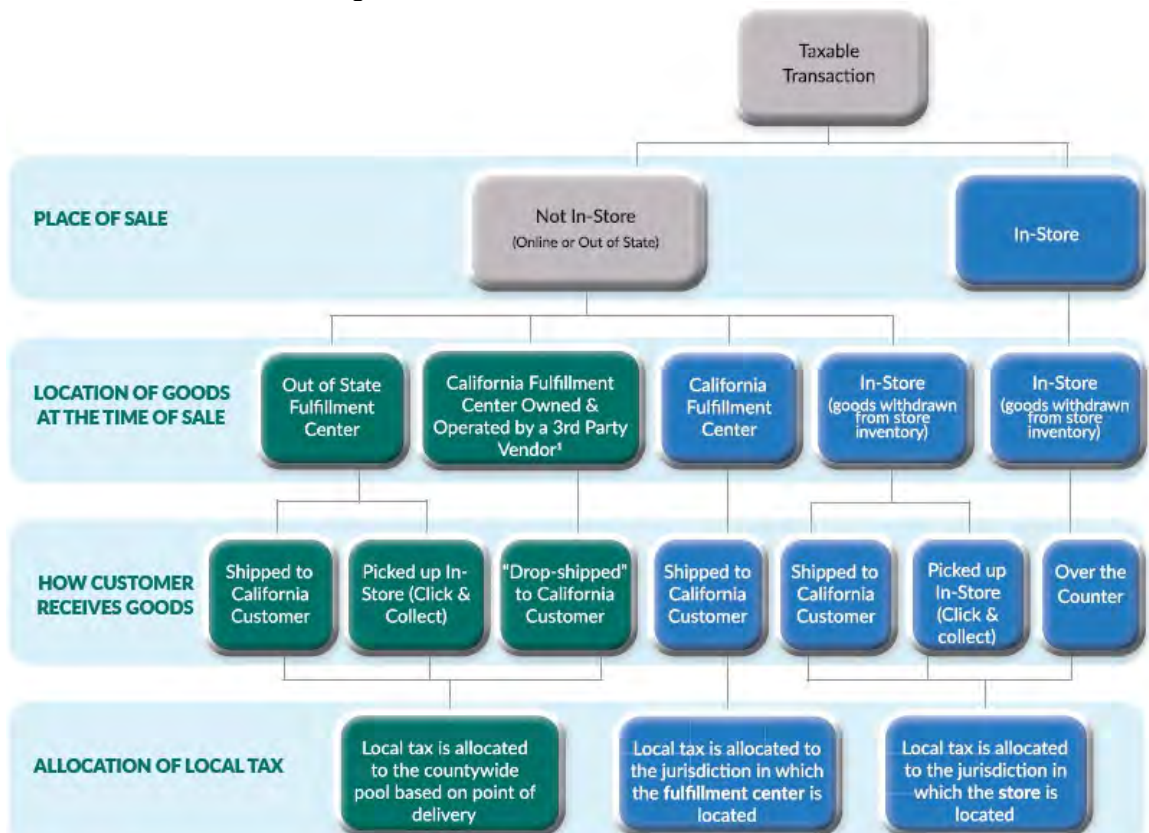
Source: City of Rancho Cucamonga

Background:

Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing rules regarding how it is applied in our state.

The following chart created by HdL Companies, the leading provider of California sales tax consulting, illustrates the complex structure of how sales and use tax allocation is done in California, depending on where the transaction starts, where the goods are located, and how the customer receives the goods:



¹ In this scenario the retailer does not own a stock of goods in California and sales orders are negotiated/processed out of state. An out of state company is not required to hold a seller's permit for an in-state third party warehouse if they do not own a stock of goods at the time of sale.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax

growth coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated. Following the chart above, previously much of the sales tax would have followed the green boxes on the chart and been allocated to the countywide pool based on point of delivery. Now, much of the tax is following the blue path through the chart and is allocated to the jurisdiction in which the fulfillment center is located. (It should be noted that some of the tax is still flowing to the pools, in those situations where the fulfillment center is shipping goods for another seller that is out of state.)

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

This has brought to light again the need to address the issues in how sales and use taxes are distributed in the 21st century. Many, if not most cities will never have the opportunity have a warehouse fulfillment center due to lack of space or not being situated along a major travel corridor. These policies especially favor retailers who may leverage current policy in order to negotiate favorable sales tax sharing agreements, providing more money back to the retailer at the expense of funding critical public services.

With that stated, it is important to note the many impacts to the jurisdictions home to the fulfillment centers. These centers do support the ecommerce most of us as individuals have come to rely on, including heavy wear and tear on streets – one truck is equal to about 8,000 cars when it comes to impact on pavement – and increased air pollution due to the truck traffic and idling diesel engines dropping off large loads. However, it is equally important that State policies acknowledge that entities without fulfillment centers also experience impacts from ecommerce and increased deliveries. Cities whose residents are ordering products that are delivered to their doorstep also experience impacts from traffic, air quality and compromised safety, as well as the negative impact on brick-and-mortar businesses struggling to compete with the sharp increase in online shopping. These cities are rightfully entitled to compensation in an equitable share of sales and use tax. We do not believe that online sales tax distribution between fulfillment center cities and other cities should be an all or nothing endeavor, and not necessarily a fifty-fifty split, either. But we need to find an equitable split that balances the impacts to each jurisdiction involved in the distribution of products purchased online.

Over the years, Cal Cities has had numerous discussions about the issues surrounding sales tax in the modern era, and how state law and policy should be revisited to address these issues. It is a heavy lift, as all of our cities are impacted a bit differently, making consensus difficult. We believe that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.

It is for these reasons, that we should all aspire to develop an equitable sales tax distribution for online sales.

LETTERS OF CONCURRENCE
Resolution No. 1

July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The Town of Apple Valley strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool. Now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents.

We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the Town of Apple Valley concurs that the resolution should go before the General Assembly. If you have any questions regarding the Town's position in this matter, please do not hesitate to contact the Town Manager at 760-240-7000 x 7051.

Sincerely,

A handwritten signature in dark ink, appearing to read "Curt Emick", is written over a light gray rectangular background.

Curt Emick
Mayor

July 21, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Letter of Support for the City of Rancho Cucamonga's Resolution for Fair and Equitable Distribution of the Bradley Burns 1% Local Sales Tax

Dear President Walker:

The City of El Cerrito supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Previously, all sales tax revenue generated by this retailer's sales went into a countywide pool and was distributed amongst the jurisdictions in the pool; now the revenue from in-state sales goes entirely to the city where the fulfillment center is located and the packages are shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities such as El Cerrito who have no chance of ever obtaining a fulfillment center as we are a built out, four square mile, small city. Additionally, cities not situated along major travel corridors and no/low property tax cities that rely on sales tax revenue are especially impacted, as well as cities struggling to build much needed affordable housing that may require rezoning commercial parcels in order to meet their RHNA allocations.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies serve to divide local agencies, exacerbate already difficult municipal finances, and in the end results in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of El Cerrito concurs that the resolution should go before the General Assembly.

Sincerely,



Paul Fadelli, Mayor
City of El Cerrito

cc: El Cerrito City Council
City of Rancho Cucamonga



City Council
Terry Walker, Mayor
Keith Eich, Mayor Pro Tem
Jonathan C. Curtis
Michael T. Davitt
Richard B. Gunter III

July 14, 2021

Ms. Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of La Cañada Flintridge strongly supports the City of Rancho Cucamonga's effort to introduce a resolution for consideration by the General Assembly at CalCITIES' 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1% Bradley Burns local tax revenue (sales tax) from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool, as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as an out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the jurisdiction where the fulfillment center is located and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state transactions even though their packages are delivered to locations within those cities' borders and paid for by residents in those locations. Cities that abut jurisdictions with fulfillment centers experience fulfillment centers' impacts just as much, such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers, that was once spread amongst all cities in countywide pools, is now concentrated in select cities fortunate enough to host a fulfillment center. This benefits only those few hosting jurisdictions and is particularly unfair to cities who have no chance of ever hosting a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely heavily on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably eager to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances and, in the end, result in a net loss of local government sales tax proceeds that simply serve to make private

Ms. Cheryl Viegas Walker, President

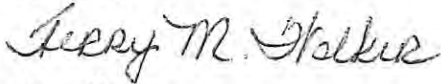
July 14, 2021

Page 2

sector businesses even more profitable at the expense of cities' residents. We should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Cañada Flintridge concurs that the proposed resolution should go before the General Assembly.

Sincerely,

A handwritten signature in cursive script that reads "Terry M. Walker".

Terry Walker

Mayor



CITY OF LA VERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599
www.cityoflaverne.org

July 19, 2021

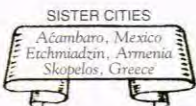
Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of La Verne strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities which have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are



General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exacerbate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Verne concurs that the resolution should go before the General Assembly.

Sincerely,



Bob Russi
City Manager
City of La Verne

Steve Croft
Vice Mayor

Vicki L. Stuckey
Council Member

Ariel Pe
Council Member

Todd Rogers
Council Member



Jeff Wood
Mayor

July 15, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Lakewood strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities that have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Lakewood concurs that the resolution should go before the General Assembly.

Sincerely,

Jeff Wood
Mayor

Lakewood



CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 14, 2021

TRANSMITTED ELECTRONICALLY

Cheryl Viegas-Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Moorpark strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies of the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates both as an in-state online retailer and as an out-of-state online retailer. Whereas all sales tax revenues generated by this retailer's sales previously went into countywide pools and were distributed amongst the jurisdictions in the pool, sales tax revenues from in-state sales now go entirely to the city where the fulfillment center is located and the package is shipped from. Cities that do not have a fulfillment center now receive no sales tax revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and deteriorating road conditions.

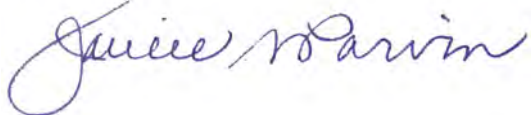
This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenues from large online retailers that were once spread amongst all cities in countywide pools are now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted, as well as

cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone limited commercial properties for residential land uses.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and ultimately result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses more profitable at the expense of everyone's residents. We can do better than this, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Moorpark concurs that the resolution should go before the General Assembly at the 2021 Annual Conference in Sacramento.

Sincerely,



Janice S. Parvin
Mayor

cc: City Council
City Manager

The People are the City

Mayor

CRAIG S. GREEN

Mayor Pro Tem

CHAD P. WANKE

Councilmembers:

RHONDA SHADER

WARD L. SMITH

JEREMY B. YAMAGUCHI



City Clerk:

ROBERT S. MCKINNELL

City Treasurer

KEVIN A. LARSON

City Administrator

DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

July 14, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Placentia strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent (1%) Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

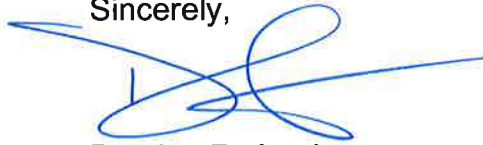
This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The

current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Placentia concurs that the resolution should go before the General Assembly. Should you have any questions regarding this letter, please contact me at (714) 993-8117 or via email at administration@placentia.org.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'D' followed by a series of loops and a long horizontal stroke extending to the right.

Damien R. Arrula
City Administrator

Leyne Milstein
Assistant City Manager

City Hall
915 I Street, Fifth Floor
Sacramento, CA 95814-2604
916-808-5704

July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Sacramento strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment

Leyne Milstein
Assistant City Manager

City Hall
915 I Street, Fifth Floor
Sacramento, CA 95814-2604
916-808-5704

center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their Regional Housing Needs Allocation (RHNA) that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Sacramento concurs that the resolution should go before the General Assembly.

Sincerely,



Leyne Milstein - Jul 19, 2021 11:58 PDT

Leyne Milstein
Assistant City Manager

League of California Cities Staff Analysis on Resolution No. 1

Staff: Nicholas Romo, Legislative Affairs, Lobbyist

Committee: Revenue and Taxation

Summary:

This Resolution calls on the League of California Cities (Cal Cities) to request the Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background:

The City of Rancho Cucamonga is sponsoring this resolution to “*address the issues in how sales and use taxes are distributed in the 21st century.*”

The City notes that “*sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950’s, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction’s boundaries. Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances.*

Recently, one of the world’s largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated.

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer’s fulfillment centers.”

The City’s resolution calls for action on an unspecified solution that “*rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction,*” which aims to acknowledge the actions taken by cities to alleviate poverty, catalyze economic development, and improve financial stability within their communities through existing tax sharing and zoning powers.

Ultimately, sponsoring cities believe *“that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.”*

Sales and Use Tax in California

The Bradley-Burns Uniform Sales Tax Act allows all local agencies to apply its own sales and use tax on the same base of tangible personal property (taxable goods). This tax rate currently is fixed at 1.25% of the sales price of taxable goods sold at retail locations in a local jurisdiction, or purchased outside the jurisdiction for use within the jurisdiction. Cities and counties use this 1% of the tax to support general operations, while the remaining 0.25% is used for county transportation purposes.

In California, all cities and counties impose Bradley-Burns sales taxes. California imposes the sales tax on every retailer engaged in business in this state that sells taxable goods. The law requires businesses to collect the appropriate tax from the purchaser and remit the amount to the California Department of Tax and Fee Administration (CDTFA). Sales tax applies whenever a retail sale is made, which is basically any sale other than one for resale in the regular course of business. Unless the person pays the sales tax to the retailer, they are liable for the use tax, which is imposed on any person consuming taxable goods in the state. The use tax rate is the same rate as the sales tax rate.

Generally, CDTFA distributes Bradley-Burns tax revenue based on where a sale took place, known as a *situs-based system*. A retailer’s physical place of business—such as a retail store or restaurant—is generally the place of sale. “Sourcing” is the term used by tax practitioners to describe the rules used to determine the place of sale, and therefore, which tax rates are applied to a given purchase and which jurisdictions are entitled to the local and district taxes generated from a particular transaction.

California is primarily an origin-based sourcing state – meaning tax revenues go to the jurisdiction in which a transaction physically occurs if that can be determined. However, California also uses a form of destination sourcing for the local use tax and for district taxes (also known as “transactions and use taxes” or “add-on sale and use taxes”). That is, for cities with local add-on taxes, they receive their add-on rate amount from remote and online transactions.

Generally, allocations are based on the following rules:

- The sale is sourced to the place of business of the seller - whether the product is received by the purchaser at the seller’s business location or not.
- If the retailer maintains inventory in California and has no other in state location, the source is the jurisdiction where the warehouse is situated. *This resolution is concerned with the growing amount of online retail activity being sourced to cities with warehouse/fulfillment center locations.*
- If the business’ sales office is located in California but the merchandise is shipped from out of state, the tax from transactions under \$500,000 is allocated

via the county pools. The tax from transactions over \$500,000 is allocated to the jurisdiction where the merchandise is delivered.

- When a sale cannot be identified with a permanent place of business in the state, the sale is sourced to the allocation pool of the county where the merchandise was delivered and then distributed among all jurisdictions in that county in proportion to ratio of sales. *For many large online retailers, this has been the traditional path.*

Online Sales and Countywide Pools

While the growth of e-commerce has been occurring for more than two decades, led by some of the largest and most popular retailers in the world, the dramatic increase in online shopping during the COVID-19 pandemic has provided significant revenue to California cities as well as a clearer picture on which governments enjoy even greater benefits.

In the backdrop of booming internet sales has been the steady decline of brick-and-mortar retail and shopping malls. For cities with heavy reliance on in-person retail shopping, the value of the current allocation system has been diminished as their residents prefer to shop online or are incentivized to do so by retailers (during the COVID-19 pandemic, consumers have had no other option but to shop online for certain goods). All the while, the demands and costs of city services continue to grow for cities across the state.

As noted above, the allocation of sales tax revenue to local governments depends on the location of the transaction (or where the location is ultimately determined). For in-person retail, the sales tax goes to the city in which the product and store are located - a customer purchasing at a register. For online sales, the Bradley Burns sales tax generally goes to a location other than the one where the customer lives – either to the city or county where an in-state warehouse or fulfillment center is located, the location of in-state sales office (ex. headquarters) or shared as use tax proceeds amongst all local governments within a county based on their proportionate share of taxable sales.

Under current CDTFA regulations, a substantial portion of local use tax collections are allocated through a countywide pool to the local jurisdictions in the county where the property is put to its first functional use. The state and county pools constitute over 15% of local sales and use tax revenues. Under the pool system, the tax is reported by the taxpayer to the countywide pool of use and then distributed to each jurisdiction in that county on a pro-rata share of taxable sales. If the county of use cannot be identified, the revenues are distributed to the state pool for pro-rata distribution on a statewide basis.

Concentration of Online Sales Tax Revenue and Modernization

Sales tax modernization has been a policy goal of federal, state, and local government leaders for decades to meet the rapidly changing landscape of commercial activity and ensure that all communities can sustainably provide critical services.

For as long as remote and internet shopping has existed, policy makers have been concerned about their potential to disrupt sales and use tax allocation procedures that underpin the funding of local government services. The system was designed in the early twentieth century to ensure that customers were paying sales taxes to support local government services within the community where the transactions occurred whether they resided there or not. This structure provides benefit to and recoupment for the public resources necessary to ensure the health and safety of the community broadly.

City leaders have for as long been concerned about the loosening of the nexus between what their residents purchase and the revenues they receive. Growing online shopping, under existing sourcing rules, has led to a growing concentration of sales tax revenue being distributed to a smaller number of cities and counties. As more medium and large online retailers take title to fulfillment centers or determine specific sales locations in California as a result of tax sharing agreements in specific cities, online sales tax revenue will be ever more concentrated in a few cities at the control of these companies. Furthermore, local governments are already experiencing the declining power of the sales tax to support services as more money is being spent on non-taxable goods and services.

For more on sales and use tax sourcing please see Attachment A.

State Auditor Recommendations

In 2017, the California State Auditor issued a report titled, "[The Bradley-Burns Tax and Local Transportation Funds](#)", noting that:

"Retailers generally allocate Bradley Burns tax revenue based on the place of sale, which they identify according to their business structure. However, retailers that make sales over the Internet may allocate sales to various locations, including their warehouses, distribution center, or sales offices. This approach tends to concentrate Bradley Burns tax revenue into the warehouses' or sales offices' respective jurisdictions. Consequently, counties with a relatively large amount of industrial space may receive disproportionately larger amounts of Bradley Burns tax, and therefore Local Transportation Fund, revenue.

The State could make its distribution of Bradley Burns tax revenue derived from online sales more equitable if it based allocations of the tax on the destinations to which goods are shipped rather than on place of sale."

The Auditor's report makes the following recommendation:

"To ensure that Bradley-Burns tax revenue is more evenly distributed, the Legislature should amend the Bradley-Burns tax law to allocate revenues from Internet sales based on the destination of sold goods rather than their place of sale."

In acknowledgement of the growing attention from outside groups on this issue, Cal Cities has been engaged in its own study and convening of city officials to ensure pursued solutions account for the circumstances of all cities and local control is best protected. These efforts are explored in subsequent sections.

Cal Cities Revenue and Taxation Committee and City Manager Working Group

In 2015 and 2016, Cal Cities' Revenue and Taxation Policy Committee held extensive discussions on potential modernization of tax policy affecting cities, with a special emphasis on the sales tax. The issues had been identified by Cal Cities leadership as a strategic priority given concerns in the membership about the eroding sales tax base and the desire for Cal Cities to take a leadership role in addressing the associated issues. The policy committee ultimately adopted a series of policies that were approved by the Cal Cities board of directors. Among its changes were a recommended change to existing sales tax sourcing (determining where a sale occurs) rules, so that the point of sale (situs) is where the customer receives the product. The policy also clarifies that specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood. See "Existing Cal Cities Policy" section below.

Cal Cities City Manager Sales Tax Working Group Recommendations

In the Fall of 2017, the Cal Cities City Managers Department convened a working group (Group) of city managers representing a diverse array of cities to review and consider options for addressing issues affecting the local sales tax.

The working group of city managers helped Cal Cities identify internal common ground on rapidly evolving e-commerce trends and their effects on the allocation of local sales and use tax revenue. After meeting extensively throughout 2018, the Group made several recommendations that were endorsed unanimously by Cal Cities' Revenue and Taxation Committee at its January, 2019 meeting and by the board of directors at its subsequent meeting.

The Group recommended the following actions in response to the evolving issues associated with e-commerce and sales and use tax:

Further Limiting Rebate Agreements: The consensus of the Group was that:

- Sales tax rebate agreements involving online retailers should be prohibited *going forward*. They are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.
- Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited *going forward*. Existing law already prohibits such agreements for auto dealers and big box stores.

Shift Use Tax from Online Sales, including from the South Dakota v. Wayfair Decision Out of County Pools: The Group's recommendation is based first on the principle of "situs" and that revenue should be allocated to the jurisdiction where the use occurs. Each city and county in California imposed a Bradley Burns sales and use tax rate

under state law in the 1950s. The use tax on a transaction is the rate imposed where the purchaser resides (the destination). These use tax dollars, including new revenue from the South Dakota v. Wayfair decision, should be allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

- Shift of these revenues, from purchases from out of state retailers including transactions captured by the South Dakota v. Wayfair decision, out of county pools to full destination allocation on and after January 1, 2020.
- Allow more direct reporting of use taxes related to construction projects to jurisdiction where the construction activity is located by reducing existing regulatory threshold from \$5 million to \$100,000.

Request/Require CDTFA Analysis on Impacts of Sales Tax Destination Shifts: After discussion of numerous phase-in options for destination sourcing and allocation for sales taxes, the Group ultimately decided that a more complete analysis was needed to sufficiently determine impacts. Since the two companies most cities rely on for sales tax analysis, HdL and MuniServices, were constrained to modeling with transaction and use tax (district tax) data, concerns centered on the problem of making decisions without adequate information. Since the CDTFA administers the allocation of local sales and use taxes, it is in the best position to produce an analysis that examines:

- The impacts on individual agencies of a change in sourcing rules. This would likely be accomplished by developing a model to examine 100% destination sourcing with a report to the Legislature in early 2020.
- The model should also attempt to distinguish between business-to-consumer transactions versus business-to-business transactions.
- The model should analyze the current number and financial effects of city and county sales tax rebate agreements with online retailers and how destination sourcing might affect revenues under these agreements.

Conditions for considering a Constitutional Amendment that moves toward destination allocation: Absent better data on the impacts on individual agencies associated with a shift to destination allocation of sales taxes from CDTFA, the Group declined to prescribe if/how a transition to destination would be accomplished; the sentiment was that the issue was better revisited once better data was available. In anticipation that the data would reveal significant negative impacts on some agencies, the Group desired that any such shift should be accompanied by legislation broadening of the base of sales taxes, including as supported by existing Cal Cities policy including:

- Broadening the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed; and
- Expanding the sales tax base to services, such as those commonly taxed in other states.

This Resolution builds upon previous work that accounts for the impacts that distribution networks have on host cities and further calls on the organization to advocate for changes to sales tax distribution rules.

The Resolution places further demands on data collected by CDTFA to establish a “fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases.” Such data is proposed to be collected by [SB 792 \(Glazer, 2021\)](#). More discussion on this topic can be found in the “Staff Comments” section.

Staff Comments:

Proposed Resolution Affixes Equity Based, Data Driven Approach to Existing Cal Cities Policy on Sales Tax Sourcing

The actions resulting from this resolution, if approved, would align with existing policy and efforts to-date to modernize sales tax rules. While not formalized in existing Cal Cities policy or recommendations, city managers and tax practitioners generally have favored proposals that establish a sharing of online sales tax revenues rather than a full destination shift. City leaders and practitioners across the state have acknowledged during Cal Cities Revenue and Taxation and City Manager’s working group meetings that the hosting of fulfillment centers and ancillary infrastructure pose major burdens on local communities including detrimental health and safety impacts. This acknowledgement has moved mainstream proposals such as this one away from full revenue shifts towards an equity-based, data driven approach that favors revenue sharing. This Resolution would concretely affix this approach as Cal Cities policy.

More Data is Needed to Achieve Equity Based Approach

A major challenge is the lack of adequate data to model the results of shifting in-state online sale tax revenues. Local government tax consultants and state departments have limited data to model the effects of changes to sales tax distribution because their information is derived only from cities that have a local transactions and use tax (TUT). Tax experts are able to model proposed tax shifts using TUTs since they are allocated on a destination basis (where a purchaser receives the product; usually a home or business). However, more than half of all cities, including some larger cities, do not have a local TUT therefore modeling is constrained and incomplete.

Efforts to collect relevant sales tax information on the destination of products purchased online are ongoing. The most recent effort is encapsulated in [SB 792 \(Glazer, 2021\)](#), which would require retailers with online sales exceeding \$50 million a year to report to CDTFA the gross receipts from online sales that resulted in a product being shipped or delivered in each city. The availability of this data would allow for a much more complete understanding of online consumer behavior and the impacts of future proposed changes to distribution. SB 792 (Glazer) is supported by Cal Cities following approval by the Revenue and Taxation Committee and board of directors.

Impact of Goods Movement Must Be Considered

As noted above, city leaders and practitioners across the state acknowledge that the hosting of fulfillment centers and goods movement infrastructure pose major burdens on local communities including detrimental health, safety, and infrastructure impacts. Not least of which is the issue of air pollution from diesel exhaust. According to California Environmental Protection Agency (Cal EPA):

“Children and those with existing respiratory disease, particularly asthma, appear to be especially susceptible to the harmful effects of exposure to airborne PM from diesel exhaust, resulting in increased asthma symptoms and attacks along with decreases in lung function (McCreanor et al., 2007; Wargo, 2002). People that live or work near heavily-traveled roadways, ports, railyards, bus yards, or trucking distribution centers may experience a high level of exposure (US EPA, 2002; Krivoshto et al., 2008). People that spend a significant amount of time near heavily-traveled roadways may also experience a high level of exposure. Studies of both men and women demonstrate cardiovascular effects of diesel PM exposure, including coronary vasoconstriction and premature death from cardiovascular disease (Krivoshto et al., 2008). A recent study of diesel exhaust inhalation by healthy non-smoking adults found an increase in blood pressure and other potential triggers of heart attack and stroke (Krishnan et al., 2013) Exposure to diesel PM, especially following periods of severe air pollution, can lead to increased hospital visits and admissions due to worsening asthma and emphysema-related symptoms (Krivoshto et al., 2008). Diesel exposure may also lead to reduced lung function in children living in close proximity to roadways (Brunekreef et al., 1997).”

The founded health impacts of the ubiquitous presence of medium and heavy-duty diesel trucks used to transport goods to and from fulfillment centers and warehouses require host cities to meet increased needs of their residents including the building and maintenance of buffer zones, parks, and open space. While pollution impacts may decline with the introduction of zero-emission vehicles, wide scale adoption by large distribution fleets is still in its infancy. Furthermore, the impacts of heavy road use necessitate increased spending on local streets and roads upgrades and maintenance. In addition, many cities have utilized the siting of warehouses, fulfillment centers, and other heavy industrial uses for goods movements as key components of local revenue generation and economic development strategies. These communities have also foregone other land uses in favor of siting sales offices and fulfillment networks.

All said, however, it is important to acknowledge that disadvantaged communities (DACs) whether measured along poverty, health, environmental or education indices exist in cities across the state. For one example, see: [California Office of Environmental Health Hazard Assessment \(OEHHA\) CalEnviroScreen](#). City officials may consider how cities without fulfillment and warehouse center revenues are to fund efforts to combat social and economic issues, particularly in areas with low property tax and tourism-based revenues.

The Resolution aims to acknowledge these impacts broadly (this analysis does not provide an exhaustive review of related impacts) and requests Cal Cities to account for them in a revised distribution formula of the Bradley Burns 1% local sales tax from in-state online purchases. The Resolution does not prescribe the proportions.

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. *To review the proposed changes, please see Attachment B.*

Fiscal Impact:

Significant but unknown. The Resolution on its own does not shift sales tax revenues. In anticipation and mitigation of impacts, the Resolution requests Cal Cities to utilize online sales tax data to identify a fair and equitable distribution formula that accounts for the broad impacts fulfillment centers involved in online retail have on the cities that host them. The Resolution does not prescribe the revenue distribution split nor does it prescribe the impacts, positive and negative, of distribution networks.

Existing Cal Cities Policy:

- Tax proceeds collected from internet sales should be allocated to the location where the product is received by the purchaser.
- Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.
- Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)
- The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.
- Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities, when the physical location of the affected businesses does not change. Sales tax rebate agreements involving online retailers are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one. Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited going forward.
- Support Cal Cities working with the state California Department of Tax and Fee Administration (CDTFA) to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

Support:

The following letters of concurrence were received:

Town of Apple Valley

City of El Cerrito

City of La Canada Flintridge

City of La Verne

City of Lakewood

City of Moorpark
City of Placentia
City of Sacramento

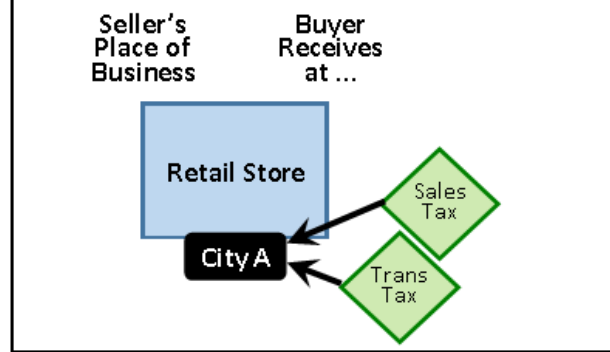
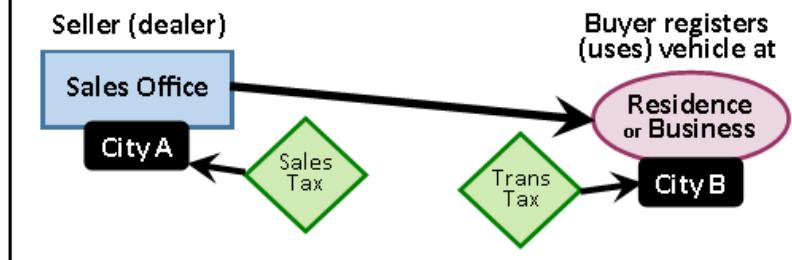
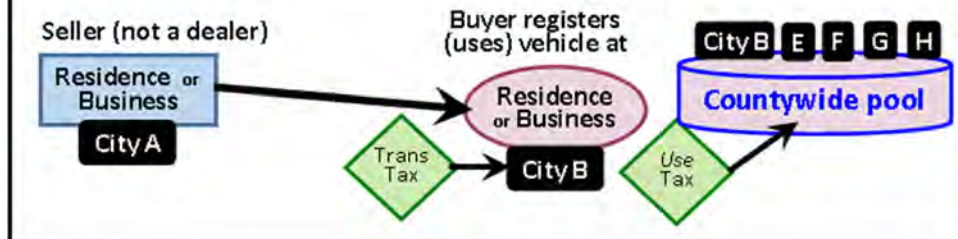
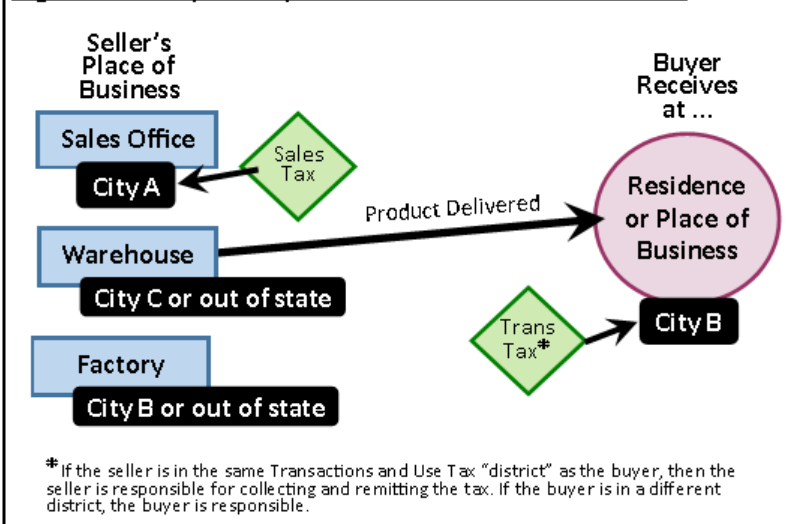
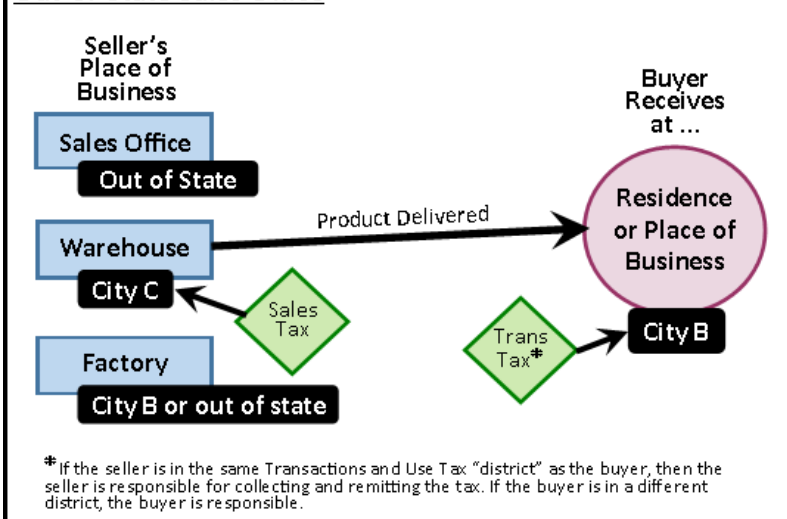
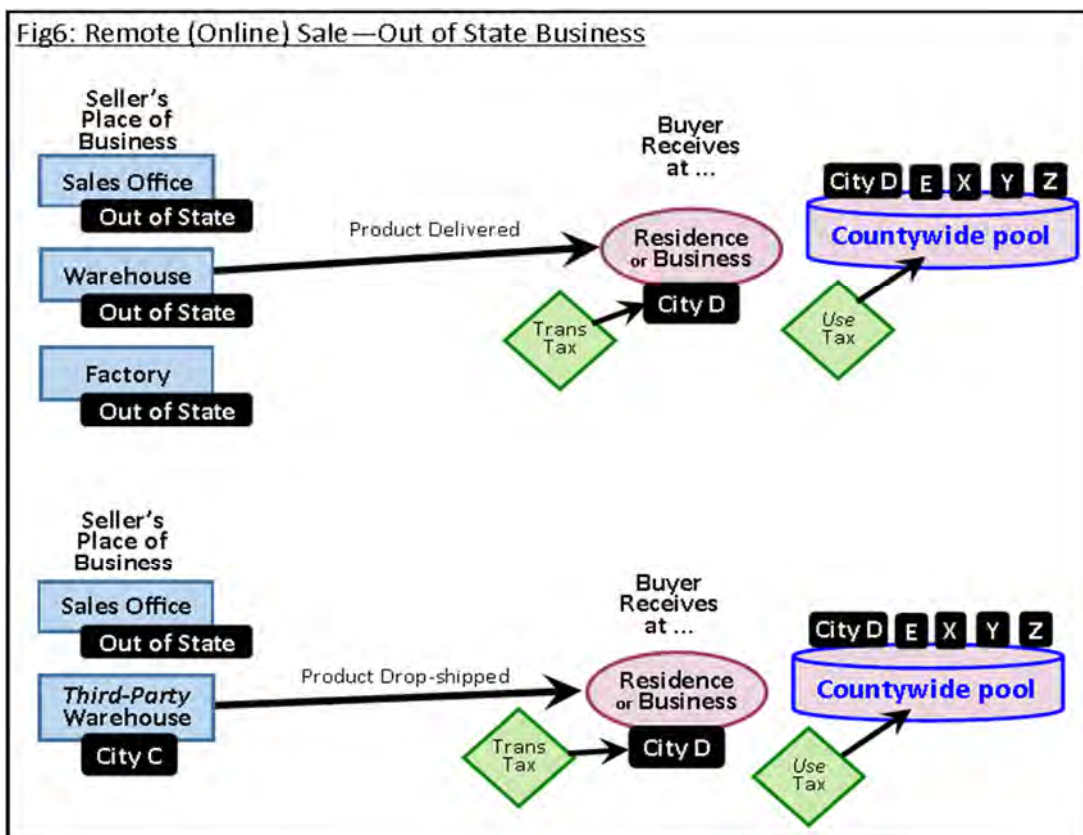
Fig1: Typical "Over the Counter" TransactionFig2: Dealership Automobile SaleFig3: Private Party Automobile Sale

Fig4: Remote (Online) Sale — In-State Business Office**Fig5: Remote (Online) Sale — In-State Warehouse, Out-of-State Sales Office**



GUIDELINES FOR ALLOCATION OF LOCAL TAX - ONLINE AND IN-STORE			
Place of Sale	Location of Goods at the Time of Sale	How Customer Receives Goods	Allocation of Tax
Online – Order is placed or downloaded outside California	California Fulfillment Center	Shipped to California Customer	Local tax is allocated to the jurisdiction in which the fulfillment center is located
Online – Order is placed or downloaded in California	California Fulfillment Center	Shipped to California Customer	Per CDTFA Regulation 1802, local tax is allocated to the jurisdiction where the order is placed
Online	Out of State Fulfillment Center	Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	Out of State Fulfillment Center	Picked Up In-Store (Click & Collect)	Local tax is allocated to the countywide pool based on point of delivery
Online	California Fulfillment Center Owned and Operated by Third Party Vendor	Drop-Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	In-Store (Goods withdrawn from store inventory)	Shipped to California Customer	Local Tax is allocated to the jurisdiction where the store is located
Online	In-Store (Goods withdrawn from store inventory)	Picked Up In-Store (Click & Collect)	Local Tax is allocated to the jurisdiction where the store is located
In-Store	In-Store (Goods withdrawn from store inventory)	Over the Counter	Local Tax is allocated to the jurisdiction where the store is located

Courtesy of HdL Companies

Tax Incentive Programs, Sales Tax Sharing Agreements

In recent years, especially since Proposition 13 in 1978, local discretionary (general purpose revenues) have become more scarce. At the same time, options and procedures for increasing revenues have become more limited. One outcome of this in many areas has been a greater competition for sales and use tax revenues. This has brought a rise in arrangements to encourage certain land use development with rebates and incentives which exploit California's odd origin sales tax sourcing rules.

The typical arrangement is a sales tax sharing agreement in which a city provides tax rebates to a company that agrees to expand their operations in the jurisdiction of the city. Under such an arrangement, the company generally agrees to make a specified amount of capital investment and create a specific number of jobs over a period of years in exchange for specified tax breaks, often property tax abatement or some sort of tax credit. In some cases, this has simply taken the form of a sales office, while customers and warehouses and the related economic activity are disbursed elsewhere in the state. In some cases the development takes the form of warehouses, in which the sales inventory, owned by the company, is housed.⁶

Current sales tax incentive agreements in California rebate amounts ranging from 50% to 85% of sales tax revenues back to the corporations.

Today, experts familiar with the industry believe that between 20% to 30% of local Bradley-Burns sales taxes paid by California consumers is diverted from local general funds back to corporations; over \$1 billion per year.

The Source of Origin Based Sourcing Problems

Where other than over-the-counter sales are concerned origin sourcing often causes a concentration of large amounts of tax revenue in one location, despite the fact that the economic activity and service impacts are also occurring in other locations.

The large amounts of revenue concentrated in a few locations by California's "warehouse rule" origin sourcing causes a concentration of revenue far in excess of the service costs associated with the development.

In order to lure jobs and tax revenues to their communities, some cities have entered into rebate agreements with corporations. This has grown to such a problem, that 20% to 30% of total local taxes paid statewide are being rebated back to corporations rather than funding public services.

Moving to Destination Sourcing: The Concept⁷

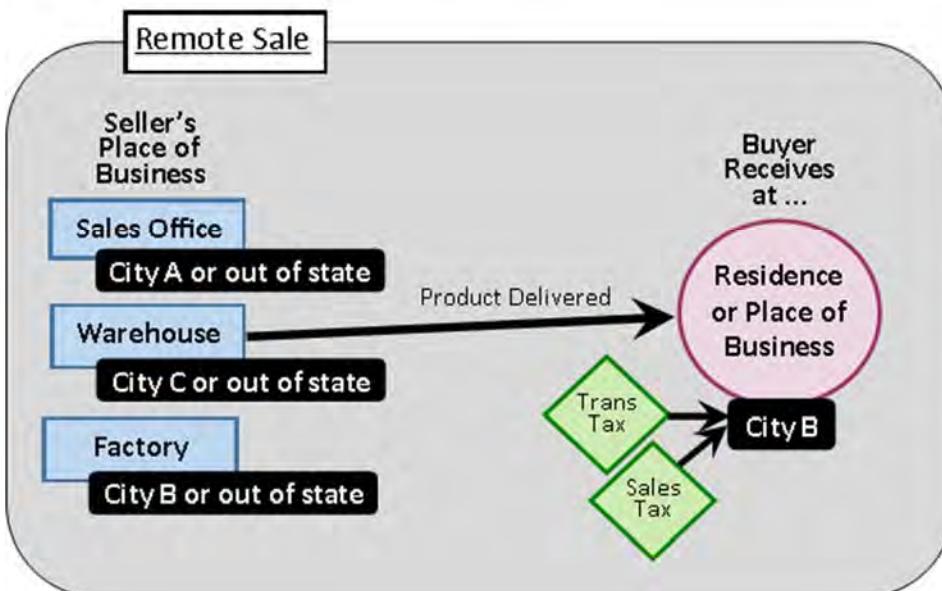
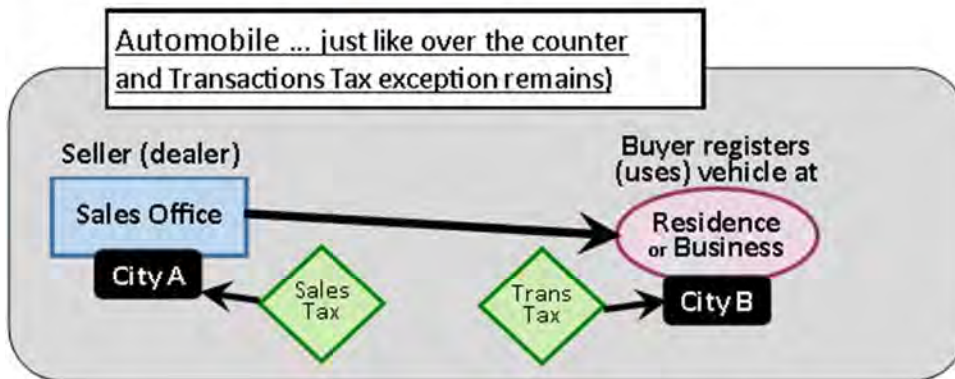
A change from origin sourcing rules to destination sourcing rules for the local tax component of California's sales tax would improve overall revenue collections and distribute these revenues more equitably among all of the areas involved in these transactions.

A change from origin based sourcing to destination based sourcing would have no effect on state tax collections. However, it would alter the allocations of local sales and use tax revenues among local agencies. Most retail transactions including dining, motor fuel purchases, and in-store purchases would not be affected. But in cases where the property is received by the purchaser in a different jurisdiction than where the sales agreement was negotiated, there would be a different allocation than under the current rules.

⁶ See Jennifer Carr, "Origin Sourcing and Tax Incentive Programs: An Unholy Alliance" Sales Tax Notes; May 27, 2013.

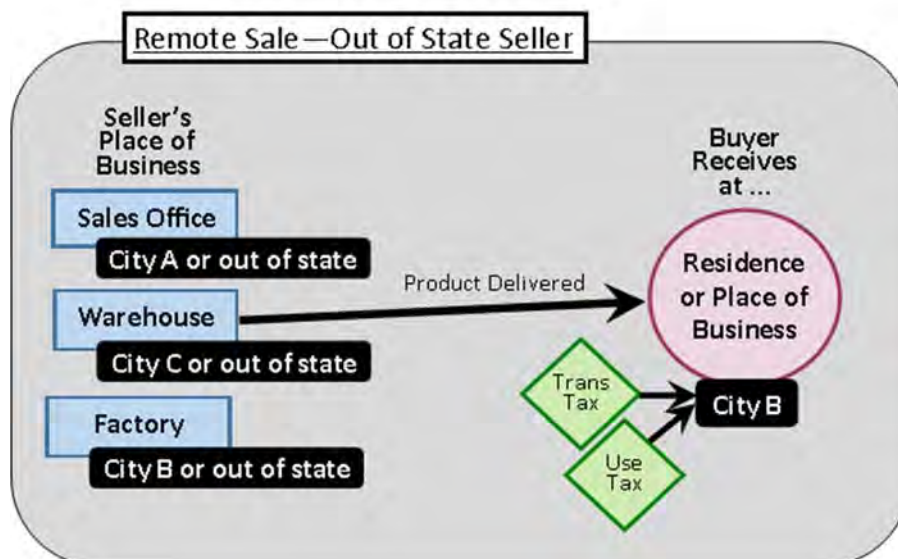
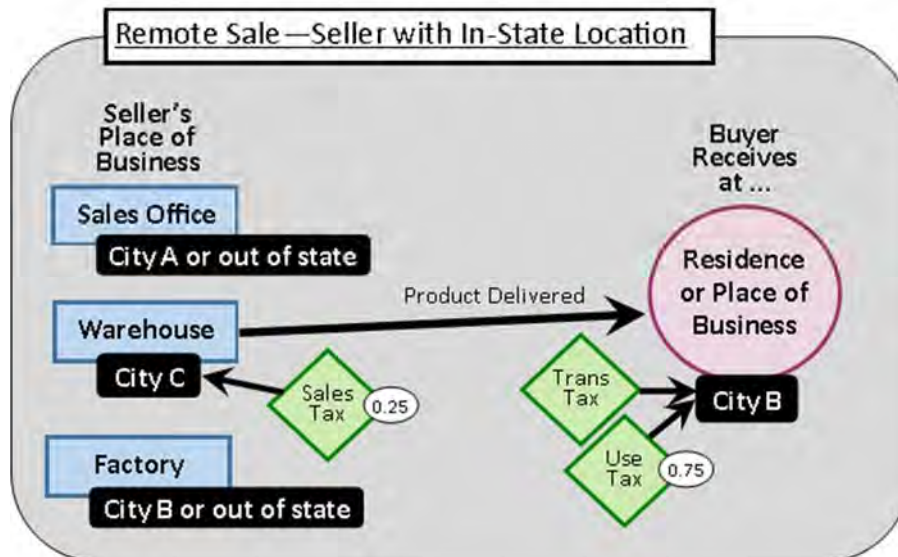
⁷ The same issues that are of concern regarding the local sales tax do not apply to California's Transactions and Use Taxes ("Add-on sales taxes") as these transactions, when not over the counter, are generally allocated to the location of use or, as in the case of vehicles, product registration. There is no need to alter the sourcing rules for transactions and use taxes.

Destination Sourcing Scenario 1: Full-On



Destination Sourcing Scenario 2: Split Source

- Same as now for “over the counter” and automobile.
- Leave 0.25% on current seller if instate (origin)
- Could be phased in.



mjgc

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES ("CAL CITIES")
CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES
FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL
SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE
PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO
CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST
CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT
AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of "siting" the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines "out-of-state" online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale ("situs") as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state's largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being ~~entirely~~ allocated to ~~the specific city~~ cities where ~~the~~ warehouse fulfillment centers ~~is-are~~ located as opposed to going into ~~a~~ countywide pools that ~~is are~~ shared with all jurisdictions in ~~those counties~~ that County, as was done previously; and

WHEREAS, this all-or-nothing ~~change for the~~ allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue ~~from the retailer~~ that was once spread amongst all cities in countywide pools is now concentrated in select cities that host ~~a~~ fulfillment centers; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting ~~a 1 million square foot~~ fulfillment centers, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their Regional Housing Needs Allocation (RHNA) obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering products from those that centers s now receive no Bradley Burns revenue ~~from the center's sales activity~~ despite also experiencing the impacts created by the m center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECCESARY FUNDING FOR CUPC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QAULITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETLY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials:

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission for operational safety and maintenance; and

WHEREAS, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Annual Conference on September 24, 2021, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

Background Information to Resolution

Source: City of South Gate

Background:

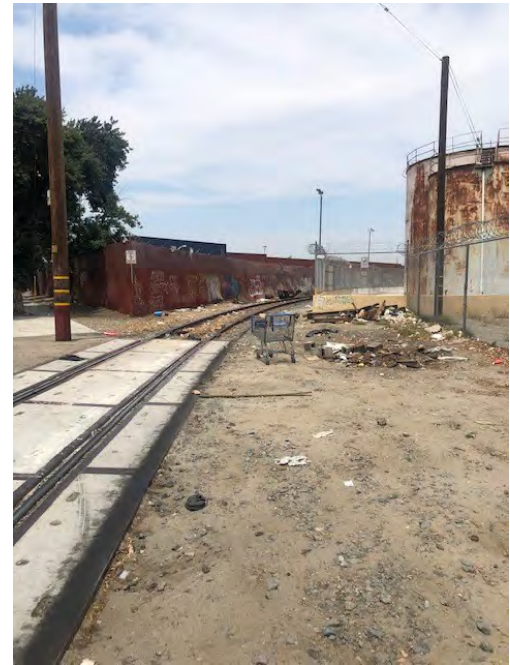
The State of California has over 6,000 miles of rail lines, with significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over \$13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way itself.

The City of South Gate has three rail lines traversing through its city limits covering about 4 miles. These lines are open and inviting to individuals to conduct illegal dumping, graffiti buildings and structures along with inviting dozens of homeless encampments. As private property, Cities like ourselves cannot just go upon them to remove bulky items, trash, clean graffiti or remove encampments. We must call and arrange for either our staff to access the site or have the rail operator schedule a cleanup. This can take weeks to accomplish, in the meantime residents or businesses that are within a few hundred feet of the line must endure the blight and smell. Trash is often blown from the right-of-way into residential homes or into the streets. Encampments can be seen from the front doors of homes and businesses.

South Gate is a proud city of hard working-class residents, yet with a median household income of just \$50,246 or 65% of AMI for Los Angeles County, it does not have the financial resources to direct towards property maintenance of any commercial private property. The quality of life of communities like ours should not be degraded by the inactions or lack of funding by others. Cities such as South Gate receive no direct revenue from the rail operators, yet we deal with environmental impacts on a daily basis, whether by emissions, illegal dumping, graffiti or homeless encampments.

The State of California has record revenues to provide CPUC with funding nor only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Rail Operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California.



LETTERS OF CONCURRENCE
Resolution No. 2



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Bell Gardens supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Marco Barcena at 562-7761 if you have any questions.

Sincerely,

Marco Barcena
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



City of
BELL GARDENS

7100 Garfield Avenue • Bell Gardens, CA 90201 • 562-806-7700 • www.bellgardens.org

CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

As a Councilwoman with the City of Bell Gardens, I support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lisseth Flores at (562) 806-7763 if you have any questions.

Sincerely,

Lisseth Flores

Lisseth Flores
Councilwoman

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 15, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The city of Bell supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Paul Philips, City Manager at 323-588-6211, if you have any questions.

Sincerely,

Alicia Romero
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division,



CITY OF COMMERCE

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Railroad Oversight Annual Conference Resolution

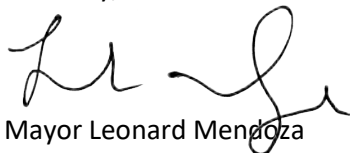
President Walker:

The City of Commerce supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' ("League") 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially disadvantaged communities of color that are home to the State's freight rail lines. While I am supportive of the economic base the railroad industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Edgar Cisneros, City Manager, via email at ecisneros@ci.commerce.ca.us or at 323-722-4805, should you have any questions.

Sincerely,



Mayor Leonard Mendoza

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

5220 Santa Ana Street
Cudahy, California 90201
(323)773-5143

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

Dear President Walker:

The City of Cudahy supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions, please do not hesitate to call my office at 323-773-5143.

Sincerely,

Jose Gonzalez
Mayor

CC: Chris Jeffers, City Manager, City of South Gate



City of El Segundo

Office of the Mayor

July 16, 2021

Elected Officials:

Drew Boyles,
Mayor
Chris Pimentel
Mayor Pro Tem
Carol Pirsztuk,
Council Member
Scot Nicol,
Council Member
Lance Groux,
Council Member
Tracy Weaver,
City Clerk
Matthew Robinson,
City Treasurer

Appointed Officials:

Scott Mitnick,
City Manager
Mark D. Hensley,
City Attorney

Department Directors:

Barbara Voss
Deputy City Manager
Joseph Lillio,
Finance
Chris Donovan,
Fire Chief
Charles Mallory,
Information Technology
Services
Melissa McCollum,
Community Services
Rebecca Redyk,
Human Resources
Dennis Cook,
Interim Development Services
Jamie Bermudez,
Interim Police Chief
Elias Sassoon,
Public Works

www.elsegundo.org
www.elsegundobusiness.com
www.elsegundo100.org

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of El Segundo supports the Los Angeles County Division's City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact El Segundo Public Works Director Elias Sassoon at 310-524-2356, if you have any questions.

Sincerely,

Drew Boyles
Mayor of El Segundo

CC: City Council, City of El Segundo
Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org
Jeff Kiernan, League Regional Public Affairs Manager (via email)

350 Main Street, El Segundo, California 90245-3813
Phone (310) 524-2302 Fax (310) 322-7137



CITY OF GLENDORA CITY HALL

(626) 914-8200

116 East Foothill Blvd., Glendora, California 91741
www.ci.glendora.ca.us

July 14, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: SUPPORT FOR THE CITY OF SOUTH GATE'S ANNUAL
CONFERENCE RESOLUTION**

Dear President Walker:

The City of Glendora is pleased to support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue that many communities, small and large, are experiencing along active transportation corridors, particularly rail lines. Given the importance and growth of the ports and logistics sector, and the economic support they provide, we need to do more to ensure that conflicts are appropriately addressed and mitigated to ensure they do not become attractive nuisances. Our cities are experiencing increasing amounts of illegal dumping (trash and debris) and the establishment of encampments by individuals experiencing homelessness along roadways, highways and rail lines. Such situations create unsafe conditions – safety, health and sanitation – that impact quality of life even as we collectively work to address this challenge in a coordinated and responsible manner.

As members of the League of California Cities, Glendora values the policy development process provided to the General Assembly and strongly support consideration of this issue. Your attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact Adam Raymond, City Manager, at araymond@cityofglendora.org or (626) 914-8201.

Sincerely,

Karen K. Davis
Mayor

C: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

PRIDE OF THE FOOTHILLS



July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Re: Resolution No. 2021-18 Supporting City of South Gate Annual Conference Resolution

President Walker:

The City of Huntington Park (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Enclosed is Resolution No. 2021-18 adopted by the City Council of the City of Huntington Park.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively affect our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, Ricardo Reyes, at 323-582-6161, if you have any questions.

Sincerely,

Graciela Ortiz
Mayor, City of Huntington Park

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

Enclosure(s)



CITY OF LA MIRADA

DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

**SUBJECT: LETTER OF SUPPORT FOR CITY OF SOUTH GATE'S PROPOSED
RESOLUTION AT CALCITIES ANNUAL CONFERENCE**

President Walker:

The City of La Mirada supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities that are home to the State's freight rail lines. While the City of La Mirada is supportive of the economic base the railroad industry serves to the State, the rail lines have become places where illegal dumping and a growing homeless population are significant problems. The negative impact of these illegal activities decreases the quality of life for the La Mirada community, increases blight and unhealthy sanitation issues, and negatively impacts the City's ability to meet State water quality standards under the MS4 permits.

As members of the League, the City of La Mirada values the policy development process provided to the General Assembly. We appreciate your consideration on this issue. Please feel free to contact Assistant City Manager Anne Haraksin at (562) 943-0131 if you have any questions.

Sincerely,

CITY OF LA MIRADA

Ed Eng
Mayor

cc: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

July 22, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Support for City of South Gate Resolution—Cleanup Activities on Rail Operator Properties

Dear President Walker,

On behalf of the City of Long Beach, I write to support the City of South Gate's proposed resolution for the League of California Cities' (League) 2021 Annual Conference. This resolution seeks to direct the League to adopt a policy urging State and federal governments to increase oversight of rail operators' land maintenance. The City is a proponent of increased maintenance along railways and believes a League advocacy strategy would help expedite regional responses.

The COVID-19 pandemic has exacerbated the public health and safety concerns on rail rights-of-way, as trash, debris, and encampments have increased exponentially. These challenges erode the quality of life for our communities, increase blight, and contribute to public health and sanitation issues. To address these concerns, the City has engaged directly with regional partners to prioritize ongoing maintenance and cleanups, and has invested \$4 million in the Clean Long Beach Initiative as part of the City's Long Beach Recovery Act to advance economic recovery and public health in response to the COVID-19 pandemic.

The City of South Gate's proposed resolution would further advance these efforts for interjurisdictional coordination. The increased oversight proposed by the resolution will help support better coordination and additional resources to address illegal dumping and encampments along private rail operator property. This is a critical measure to advance public health and uplift our most vulnerable communities. For these reasons, the City supports the proposed League resolution.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. B. Modica', is positioned above the printed name of the signatory.

THOMAS B. MODICA
City Manager

cc: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



OFFICE OF THE
MAYOR
MARISELA SANTANA

City of
LYNWOOD

Incorporated 1921

11330 Bullis Road, Lynwood, CA 90262
(310) 603-0220 x 200



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Lynwood supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Ernie Hernandez at (310) 603-0220 ext. 200, if you have any questions.

Sincerely,



Marisela Santana, Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Resolution in Support of City of South Gate Annual Conference Resolution

President Walker:

The City of Montebello (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Attached is the Resolution to be considered for adoption by the City Council of the City of Montebello at our July 28, 2021, City Council meeting.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, René Bobadilla, at 323-887-1200, if you have any questions.

Sincerely,

Kimberly Cobos-Cawthorne
Mayor, City of Montebello

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



BRENDA OLMOS
Mayor

VILMA CUELLAR STALLINGS
Vice Mayor

ISABEL AGUAYO
Councilmember

LAURIE GUILLEN
Councilmember

PEGGY LEMONS
Councilmember

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**RE: SUPPORT FOR ANNUAL LEAGUE OF CITIES CONFERENCE GENERAL
ASSEMBLY RESOLUTION**

President Walker:

The City of Paramount supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. The proposed resolution is attached

South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic boon the freight industry serves to the State, their rail line rights of way have often become places where illegal dumping is a constant problem and where our growing homeless populations reside. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As a member of the California League of Cities, the City of Paramount values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager John Moreno at (562) 220-2222 if you have any questions.



Steve Carmona
City Manager

City of Pico Rivera
OFFICE OF THE CITY MANAGER

6615 Passons Boulevard · Pico Rivera, California 90660

(562) 801-4371

Web: www.pico-rivera.org e-mail: scastro@pico-rivera.org

City Council

Raul Elias

Mayor

Dr. Monica Sánchez

Mayor Pro Tem

Gustavo V. Camacho

Councilmember

Andrew C. Lara

Councilmember

Erik Lutz

Councilmember

CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 14, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Pico Rivera supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantaged communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Steve Carmona at (562) 801-4405 if you have any questions.

Sincerely,

City Manager
City of Pico Rivera

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

League of California Cities Staff Analysis on Resolution No. 2

Staff: Damon Conklin, Legislative Affairs, Lobbyist
Jason Rhine, Assistant Director, Legislative Affairs
Caroline Cirrincione, Policy Analyst

Committees: Transportation, Communications, and Public Works
Housing, Community, and Economic Development

Summary:

The City of South Gate submits this resolution, which states the League of California Cities should urge the Governor and the Legislature to provide adequate regulatory authority and necessary funding to assist cities with railroad right-of-way areas to address illegal dumping, graffiti, and homeless encampments that proliferate along the rail lines and result in public safety issues.

Background:

California Public Utilities Commission (CPUC) Railroad Oversight

The CPUC's statewide railroad safety responsibilities are carried out through its Rail Safety Division (RSD). The Railroad Operations and Safety Branch (ROSB), a unit of RSD, enforces state and federal railroad safety laws and regulations governing freight and passenger rail in California.

The ROSB protects California communities and railroad employees from unsafe practices on freight and passenger railroads by enforcing rail safety laws, rules, and regulations. The ROSB also performs inspections to identify and mitigate risks and potential safety hazards before they create dangerous conditions. ROSB rail safety inspectors investigate rail accidents and safety-related complaints and recommend safety improvements to the CPUC, railroads, and the federal government as appropriate.

Within the ROSB, the CPUC employs 41 inspectors who are federally certified in the five Federal Railroad Administration (FRA) railroad disciplines, including hazardous materials, motive power and equipment, operations, signal and train control, and track. These inspectors perform regular inspections, focused inspections, accident investigations, security inspections, and complaint investigations. In addition, the inspectors address safety risks that, while not violations of regulatory requirements, pose potential risks to public or railroad employee safety.

CPUC's Ability to Address Homelessness on Railroads

Homeless individuals and encampments have occupied many locations in California near railroad tracks. This poses an increased safety risk to these homeless individuals of being struck by trains. Also, homeless encampments often create unsafe work environments for railroad and agency personnel.

While CPUC cannot compel homeless individuals to vacate railroad rights-of-way or create shelter for homeless individuals, it has the regulatory authority to enforce measures that can reduce some safety issues created by homeless encampments. The disposal of waste materials or other disturbances of walkways by homeless individuals can create tripping hazards in the vicinity of railroad rights-of-way. This would cause violations of [Commission GO 118-A](#), which sets standards for walkway surfaces alongside railroad tracks. Similarly, tents, wooden structures, and miscellaneous debris in homeless encampments can create violations of

[Commission GO 26-D](#), which sets clearance standards between railroad tracks, and structures and obstructions adjacent to tracks.

Homelessness in California

According to the [2020 Annual Homeless Assessment Report \(AHAR\)](#) to Congress, there has been an increase in unsheltered individuals since 2019. More than half ([51 percent or 113,660 people](#)) of all unsheltered homeless people in the United States are found in California, about four times as high as their share of the overall United States population.

Many metro areas in California lack an adequate supply of affordable housing. This housing shortage has contributed to an increase in homelessness that has spread to railroad rights-of-way. Homeless encampments along railroad right-of-way increase the incidents of illegal dumping and unauthorized access and trespassing activities. Other impacts include train service reliability with debris strikes, near-misses, and trespasser injuries/fatalities. As of April 2021, there have been 136 deaths and 117 injuries reported by the [Federal Railroad Administration](#) over the past year. These casualties are directly associated with individuals who trespassed on the railroad.

Cities across the state are expending resources reacting to service disruptions located on the railroad's private property. It can be argued that an increase in investments and services to manage and maintain the railroad's right-of-way will reduce incidents, thus enhancing public safety, environmental quality, and impacts on the local community.

State Budget Allocations – Homelessness

The approved State Budget includes a homelessness package of \$12 billion. This consists of a commitment of \$1 billion per year for direct and flexible funding to cities and counties to address homelessness. While some details related to funding allocations and reporting requirements remain unclear, Governor Newsom signed AB 140 in July, which details key budget allocations, such as:

- \$2 billion in aid to counties, large cities, and Continuums of Care through the Homeless Housing, Assistance and Prevention grant program (HHAP);
- \$50 million for Encampment Resolution Grants, which will help local governments resolve critical encampments and transitioning individuals into permanent housing; and
- \$2.7 million in onetime funding for Caltrans Encampment Coordinators to mitigate safety risks at encampments on state property and to coordinate with local partners to connect these individuals to services and housing.

The Legislature additionally provided \$2.2 billion specifically for Homekey with \$1 billion available immediately. This funding will help local governments transition individuals from Project Roomkey sites into permanent housing to minimize the number of occupants who exit into unsheltered homelessness.

With regards to this resolution, the State Budget also included \$1.1 billion to clean trash and graffiti from highways, roads, and other public spaces by partnering with local governments to pick up trash and beautify downtowns, freeways, and neighborhoods across California. The program is expected to generate up to 11,000 jobs over three years.

Cities Railroad Authority

A city must receive authorization from the railroad operator before addressing the impacts made by homeless encampments because of the location on the private property. Additionally, the city

must coordinate with the railroad company to get a flagman to oversee the safety of the work crews, social workers, and police while on the railroad tracks.

A city may elect to declare the encampment as a public nuisance area, which would allow the city to clean up the areas at the railroad company's expense for failing to maintain the tracks and right-of-way. Some cities are looking to increase pressure on railroad operators for not addressing the various homeless encampments, which are presenting public safety and health concerns.

Courts have looked to [compel railroad companies](#) to increase their efforts to address homeless encampments on their railroads or [grant a local authority's application](#) for an Inspection and Abatement Warrant, which would allow city staff to legally enter private property and abate a public nuisance or dangerous conditions.

In limited circumstances, some cities have negotiated Memoranda of Understandings (MOU) with railroad companies to provide graffiti abatement, trash, and debris removal located in the right-of-way, and clean-ups of homeless encampments. These MOUs also include local law enforcement agencies to enforce illegally parked vehicles and trespassing in the railroad's right-of-way. MOUs also detailed shared responsibility and costs of providing security and trash clean-up. In cases where trespassing or encampments are observed, the local public works agency and law enforcement agency are notified and take the appropriate measures to remove the trespassers or provide clean-up with the railroad covering expenses outlined in the MOU.

Absent an MOU detailing shared maintenance, enforcement, and expenses, cities do not have the authority to unilaterally abate graffiti or clean-up trash on a railroad's right-of-way.

Fiscal Impact:

If the League of California Cities were to secure funding from the state for railroad clean-up activities, cities could potentially save money in addressing these issues themselves or through an MOU, as detailed above. This funding could also save railroad operators money in addressing concerns raised by municipalities about illegal dumping, graffiti, and homeless encampments along railroads.

Conversely, if the League of California Cities is unable to secure this funding through the Legislature or the Governor, cities may need to consider alternative methods, as detailed above, which may include significant costs.

Existing League Policy:

Public Safety:

Graffiti

The League supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Transportation, Communications, and Public Works

Transportation

The League supports efforts to improve the California Public Utilities Commission's ability to respond to and investigate significant transportation accidents in a public and timely manner to improve rail shipment, railroad, aviation, marine, highway, and pipeline safety

Housing, Community, and Economic Development

Housing for Homeless

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

Staff Comments:

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. To review the proposed changes, please see Attachment A.

The committee may also wish to consider clarifying language around regulatory authority and funding to assist cities with these efforts. The resolution asks that new investments from the state be sent to the CPUC to increase their role in managing and maintaining railroad rights-of-ways and potentially to cities to expand their new responsibility.

The committee may wish to specify MOUs as an existing mechanism for cities to collaborate and agree with railroad operators and the CPUC on shared responsibilities and costs.

Support:

The following letters of concurrence were received:

City of Bell Gardens

City of Bell

City of Commerce

City of Cudahy

City of El Segundo

City of Glendora

City of La Mirada

City of Paramount

City of Pico Rivera

City of Huntington Park

City of Long Beach

City of Lynwood

City of Montebello

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE ~~NECCESARY~~ NECESSARY FUNDING FOR ~~CUPC~~ THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE ~~QAULTY~~ QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC ~~SAFETLY~~ SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the ~~California Public Utilities Commission~~ CPUC for operational safety and maintenance; and

WHEREAS, the ~~California Public Utilities Commission (CPUC)~~ is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well as a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the ~~League~~ Cal Cities Annual Conference on September 24, 2021, in Sacramento, that ~~the~~ Cal Cities League calls for the Governor and the Legislature to work with ~~the~~ Cal Cities League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. ~~The~~ Cal Cities League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

RESOLUTION 2021-

DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING
DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2021 ANNUAL
CONFERENCE BUSINESS MEETING AND DETERMINE CITY COUNCIL'S
POSITION ON THE RESOLUTIONS TO BE CONSIDERED AT THE ANNUAL
CONFERENCE BUSINESS MEETING

WHEREAS, The League of California Cities Annual Conference is scheduled for
September 22, through September 24, 2021, and

WHEREAS, An important part of the Annual Conference is the Annual Business
Meeting held on September 24, 2021, at which, the League membership takes action on
resolutions that establish League policy, and

WHEREAS, In order to expedite the conduct of business at this policy-making meeting,
each City Council designates a voting delegate and up to two alternates who will be registered
at the conference and present at the Annual Business Meeting, and determine their vote on the
resolution to be considered at the Annual Conference Business Meeting.

WHEREAS, At the Annual Business Conference, the League of California Cities will
consider adoption of the following Resolutions:

1. Resolution of the League of California Cities (CAL CITIES) calling on the State
Legislature to pass legislation that provides for a fair and equitable distribution of the
Bradley Burns 1% Local Sales Tax from In-State Online Purchases, based on data
where products are shipped to, and that rightfully takes into the consideration the
impacts that fulfillment centers have on host cities but also provides a fair share to
California cities that do not and/or cannot have a fulfillment center within their
jurisdiction.
2. A resolution calling upon the Governor and the Legislature to provide necessary
funding for CPUC to fulfill its obligation to inspect railroad lines to ensure that
operators are removing illegal dumping, graffiti and homelessness encampments
that degrade the quality of life and results in increased public safety concerns for
communities and neighborhoods that abut the railroad right-of-way.

NOW , THEREFORE, BE IT RESOLVED, That City Council hereby designates
_____ as the voting delegate and _____ and _____ as the alternate
voting delegates for the League of California Cities 2021 Annual Conference Business Meeting,
and determine their position as being in support of or against the resolutions being considered at
the Annual Conference Business Meeting.

* * * * *

The foregoing Resolution 2021- was passed and adopted by the Tracy City Council on the 17th day of August 2021, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.E

REQUEST

**APPROVE THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY PERSONNEL
TRANSITION PLAN**

EXECUTIVE SUMMARY

In 2018, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a new joint powers agreement (JPA) for fire protection services, thereby creating the South San Joaquin County Fire Authority (SSJCFA). Contained within the agreement is a statement on the intention of the member agencies to move toward having the SSJCFA “employ its own personnel to provide any or all of the services the Authority elects to provide.”

On March 2, 2021, staff presented an update on the transitional efforts of the SSJCFA and Council received a “Fiscal Impact Analysis Report on Phase 2 Personnel Transition” by consultant Municipal Resource Group (MRG). Council presented staff with additional questions regarding the impacts of transitioning employees to the SSJCFA. MRG was retained by the City to answer the questions posed by Council and complete a more comprehensive analysis of transitioning employees including health insurance options, administrative support services, and long-term revenue forecasts for City and District property taxes.

SSJCFA has since worked to incorporate most if not all the MRG recommendations into the personnel transition plan. Subsequently, on July 13, 2021, at a joint meeting between the City Council and District Board, members of both legislative bodies had questions about the current SSJCFA administrative and financial practices. Most of the questions were addressed and developed as recommendations in the second MRG report. SSJCFA staff has embraced the MRG recommendations and are in the process of working with member agencies on developing and implementing policies, procedures and practices that are based on MRG recommendations.

The SSJCFA Personnel Transition Plan has been finalized, including a draft implementation plan identifying key milestones. The purpose of this agenda item is to consider approval of the Personnel Transition Plan to facilitate continued implementation of key plan components. The transition is anticipated to be complete by January 2022.

DISCUSSION

In 1999, the City and District entered into a joint powers agreement that formed the South County Fire Authority (SCFA). On the same date, the SCFA contracted with the City to provide fire protection services within the jurisdictional boundaries of the SCFA (City of Tracy and Tracy Rural Fire Protection District).

At that time, the City and the District exercised a non-detachment policy, whereby areas annexed by the City would not detach from the District’s service area. In 2014, the City experienced exponential growth in areas annexed from the District. The annexation

without detachment model allowed the District to continue to provide fire services in those areas and retain the associated property tax revenue.

With extensive growth, the District experienced additional responsibility for fire services and increased revenues. The District Board of Directors requested that the original JPA be revised to allow the District to have an equal governance footing with the City. In 2017, staff completed a study concerning the JPA governance. Staff used two previous consultants' studies and developed four different governance options to evaluate. The following were the four options:

1. Dissolve the JPA and return to a two-agency model
2. District contract with the City for fire services
3. Annex the City into the District
4. Create a strong independent JPA entity

After careful consideration, option four was chosen because it addressed the District's concerns about equity while protecting the City's ability to maintain fire protection revenues and continue to influence public policy including prioritization of fire protection services within the City limits. In 2017, the SCFA JPA agreement was reevaluated and in February of 2018 (with an effective date of July 1, 2018), a new agreement was adopted by both agencies forming the SSJCFA. Implementation of the SSJCFA was divided into two phases:

Phase 1 (complete): Create a stronger semi-autonomous governance and fire protection organization through the implementation of structural, organizational, and financial elements. The following are the Phase 1 elements that were completed upon initiation of the SSJCFA and the associated dissolution agreement:

- Agreement between the SSJCFA and the City to continue to have the City of Tracy serve as the employer of record until the transition of employees to the SSJCFA
- The SSJCFA Board of Directors was provided oversight responsibility for fire protection within the Authority boundaries.
- The SSJCFA Board appointed the Fire Chief who serves as the Authority's Chief Executive Officer and serves at the will of the Board.
- Amendments to the previous JPA were removed and incorporated within the new agreement if applicable
- The SSJCFA appointed a Finance Manager with budgetary responsibility, hired independent counsel, engaged the services of an independent auditor and controller/treasurer.
- Established banking accounts and implemented financial software systems, policies, procedures to manage accounts payable, accounts receivable, bank reconciliations and budget management.
- The SSJCFA is designed to add additional member agencies to improve overall service levels and reduce overhead costs through economies of scale.
- With the corresponding dissolution agreement, the new JPA agreement addressed fire station ownership concerns and the disposition of retiree leave balances.

Phase 2: Transition employees to become employees of the Authority and the SSJCFA would become a full consolidated fire agency.

The implementation of Phase 2 is codified in Section 1.6 of the new JPA agreement of the SSJCFA:

“The initial Member agencies desire to transition to having the Authority employ its own personnel to provide any or all of the services the Authority elects to provide. In the event the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan detailing how the Authority would employ its own personnel. The personnel plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfers effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of new organizations”.

Personnel Transition Plan

In January 2019, SSJCFA staff began to work on the development of a personnel transition plan to enable SSJCFA to employ personnel and become the employer of record. The extensive draft plan was completed in September 2020 and presented to the Tracy City Council and the Tracy Rural Fire District Board. Tracy City Council directed City staff to engage a consultant to identify the fiscal impact to the City if fire employees transitioned to the SSJCFA. The City engaged the services of the Municipal Resource Group (MRG). MRG completed a comprehensive analysis of the transition plan and in March 2021 provided the City Council with a report and presentation on their findings. Subsequently, the City asked MRG to provide additional analysis concerning options for health insurance, administrative support functions, revenue projections, and effectiveness of the governance model. MRG completed the second analysis in June 2021, which was included as part of the July 13, 2021, City Council and Tracy Rural Fire District meeting. While working with MRG during both phases of their analysis, SSJCFA staff immediately began incorporating recommended changes into the final draft of the transition plan. The final transition plan is included as (Attachment A).

MRG Transition Plan Recommendations and Status

Recommendation	Status
Based on the benefit plans evaluated, MRG recommends the Authority consider one of two options: contracting with the City of Tracy for continued medical benefits through its contract with Kaiser, or joining the FDAC EBA plan.	SSJCFA has agreed to contract with the City of Tracy for continued medical benefits through its contract with Kaiser. This plan will be cost neutral and streamline processes required for the City of Tracy to manage medical benefits.

SSJCFA would be best serviced by contracting with the City of Tracy for payroll services after the employee transition is complete.	SSJCFA has agreed to contract with the City of Tracy to continue to provide payroll services and the transition plan has been updated to include the change. City staff is working with their vendors to identify the most efficient way to provide these services. The City and the Authority will memorialize the payroll services to be provided in an agreement. The authority will continue to provide, time data necessary for processing, FLSA compliance reporting, administration of Telestaff and all other financial services currently managed by SSJCFA staff.
Consider a phased-in approach to the transition. The Authority has developed extensive plans and made considerable progress toward full employee transition. However, with only a few months left before the proposed transition, there are many critical tasks remaining to be completed, including payroll implementation and creating a human resources function. MRG is concerned that the Authority may be overly optimistic about full implementation of these functions by October 1, 2021.	SSJCFA has moved the transition timeline to January 2022. SSJCFA has also agreed to contract with the City of Tracy of Human Resource services and the transition plan has been updated to include the change. City staff is working with their vendors to identify the most efficient way to provide the services. The Authority is prepared to develop an agreement with the City for the current spectrum of HR services. The City's conversations with current City vendors will determine any potential gaps in services which the Authority is prepared to provide on their own.
We believe that the JPA model provides superior, less costly and more effective services to the community than would be provided if the participating agencies provided those services separately. State and national trends in fire suppression services have moved toward shared or fully consolidated services, similar to the SSJC Fire Authority, as a way to improve efficiencies in the face of increasing costs, advancing technology, and improving professional standards.	SSJCFA agrees that the proposed model provides superior, less costly and more efficient fire protection services to member agencies. SSJCFA has completed the employee transition plan to fully implement the model with a planned employee transition in January 2022.

Joint City Council and District Board Meeting

On July 13, 2021 the City Council and District Board held a joint meeting that enabled each elected official to state opinions and ask questions concerning the proposed transition of employees and current administrative and financial functions of the

SSJCFA. Although many of the MRG recommendations and Council/Board questions were not directly related to the employee transition plan, the questions were still relevant due to the financial commitment that will be required from each agency as part of the transition. SSJCFA staff has embraced the MRG recommendations and City/District concerns and have begun the process of working with both member agencies in amending and the development and implementation of additional policies, processes and practices. As identified in the implementation schedule below, SSJCFA is committed to have the policy recommendations fully implemented by the January 2022 employee transition date. Below are the additional elements that are outside of the employee transition plan:

Fire Protection Model

During the Joint City Council and District Board meeting members asked questions about the proposed model and what would happen if the transition plan was not approved.

Operationally, the current fire protection model was designed to improve efficiencies through the elimination of duplicative overhead positions, increasing staffing levels, relocating and reducing the number of fire stations to improve overall response times and expanding services to include paramedic services, hazardous material response and a dedicated ladder truck. The current model sends the closest appropriate resources to all emergencies without considering geographical boundaries between the City and the District. Combining the two fire agencies enabled SSJCFA to comply with national standards that require 16 personnel on the scene of a residential structure fire. The non-detachment strategy allowed the District to maintain significant property tax increments that served to reduce the cost of fire protection to the City while improving overall service levels.

Tracy Rural Fire District, one of SSJCA's member agencies, has suggested in a public forum that it may reconsider its participation in the JPA if the Personnel Transition Plan is not approved by the City Council. At the July 13, 2021, joint meeting between the Tracy Rural Fire District and the City Council, the District expressed a desire for the transition plan to be approved and that it would facilitate needed equity between the two member agencies (City of Tracy and Tracy Rural Fire District), particularly as it relates to decisions around labor relations. Should the Tracy Rural Fire District choose to withdraw from the JPA, it would be required to give 2 years notice to the SSCFA.

Should the JPA lose the District as a member, the JPA would dissolve resulting in two fire departments, and the loss of fire revenue generated by the 12 annexed areas that did not detach from the District. The non-detachment of these properties allowed the District to maintain significant property tax revenue to support fire protection while enhancing overall service levels. According to the SSFCFA, at buildout, the 12 annexed areas are expected to include over 35 million square feet of warehouses and fulfillment centers, over 10,000 homes, 500,000 square feet office and 500,000 square feet of commercial space. At buildout, with the current tax increment levels and the twelve annexed areas, the District is anticipated to generate at least \$20,000,000 in revenues annually.

Additionally, discussions would be required with the Local Annexation Formation Commission (LAFCO) and San Joaquin County to determine the redistribution of property tax revenue.

Finance/Budget/Capital Equipment/Reserves

As part of the City Council's request to conduct a fiscal impact analysis on the fire transition, MRG provided several recommendations for consideration. The recommendations included; improved capital asset planning and reserves, increase collaboration during budget development, develop and implement additional finance operational policies, collaborate on the development of a common five-year revenue and expense forecast, develop a reserve policy, develop a transparent and participative budget development process and improve collaboration between SSJCFA and member agencies.

Although these recommendations and questions were not directly related to the employee transition plan, they were relevant to the plan's implementation and the overall financial commitment required from each agency. As stated previously, SSJCFA staff has embraced the MRG recommendations and City/District concerns and have begun working with both member agencies to amend current financial policies and develop and implement additional policies, processes and practices. As identified in the implementation schedule below, SSJCFA has indicated they are committed to have the policy recommendations fully implemented by the January 2022 employee transition date. While some general direction has been provided on vehicle and equipment, a change in funding cash reserves will require approval from both agencies and an amendment to the existing JPA agreement.

SSJCFA Four-Person Board of Directors

The MRG report discussed the make-up of SSJCFA's four-person Board that is comprised of two members from the City Council and two members from the District Board. The MRG report discussed the options of this structure that might include adding an additional "impartial" member appointed by the Authority Board or moving toward a "weighted" vote method based on each agency's financial contributions to the JPA. The MRG report stated that each of these options adds additional complexity and may be unnecessary if the current model is effective. The report also stated that most Board members that were interviewed expressed that while the 2-2 voting structure has not been a problem in the past and the structure might have to change if another agency joins the JPA in order to provide representation for the new member agency. It should be noted that the current JPA Agreement contemplated additional agencies joining SSJCFA which would add additional members to the four-person Board to address the "even" Board concerns.

Although the MRG report did not recommend changing the make-up of the SSJCFA Board, staff is aware of the City Council's desire to evaluate options to address potential challenges of an even-numbered Board. At the joint meeting on July 13, 2021, between the City Council and the District Board, the District's legal counsel, committed to evaluate the options of expanding the size of the Board if the City committed to the transition of employees. After the transition, SSJCFA staff has committed to developing Board member expansion options for member agency consideration. If the member agencies agree to expand the size of the Board, an amendment to the JPA agreement will be needed.

Unfunded Liabilities

The City and the District each have long-term liabilities associated with the employment of personnel, including CalPERS retirement benefits. Prior to 1999, the City and the District were separate entities, and each responsible for their own CalPERS unfunded liabilities. Since 1999 the City has been the employer of record and has incurred liabilities on behalf of both and the City and District. After employee's transition to the SSJCFA the unfunded liabilities that were created between 1999 and transition will still exist. The City and the District will need to jointly determine their respective shares of these liabilities and develop a plan to fund associated costs. An agreement memorializing the member agencies' shared responsibilities for these liabilities will be required. Funding of other post-employment benefits such as sick leave accruals that can be converted to health care benefits and vacation accruals were contemplated and addressed in the predecessor JPA dissolution agreement and have been funded accordingly.

Closed Session

Under CA Govt Code § 54956.96 (2020) the City Council and the District Board, upon the advice of their legal counsel, may conduct a closed session meeting in order to receive, discuss, and take action concerning information obtained in a SSJCFA closed session meeting when it has direct financial or liability implications to the City or the District. The SSJCFA Board of Directors will consider adopting a resolution to create the required policy at the August 17, 2021, Board meeting. The resolution is expected to be approved.

Transition Implementation

The following table represents a list of key actions that must be accomplished to effect employee transition by January 2022.

Implementation Timeline

Date	Personnel Transition Element	Responsible
August 10, 2021	Tracy Rural Fire District Board of Directors approved Transition Plan.	Completed
August 17, 2021	Present revised Transition Plan to the City of Tracy City Council for approval.	City Staff / SSJCFA Staff / City Council
August 17, 2021	Present a resolution to the SSJCFA that allows member agencies Boards and Councils to discuss JPA closed session items	SSJCFA Staff / SSJCFA Board
August 18, 2021	Request CalPERS begin new actuarial valuation (takes 90 days to complete).	SSJCFA Staff
September 2021	Identify City of Tracy need for CalPERS revaluations or other	City Staff / SSJCFA Staff

	retirement contract adjustments and initiate processes.	
September 21, 2021	Present the revised and final Personnel Transition Plan and Resolutions establishing the Authority's Personnel Systems to the Authority Board for approval: • Classification System (Including Rules for ongoing administration, Classification List and relationships, Classification Specifications) • Compensation System (Including Compensation Policy, Rules for ongoing administration, FY 20-21 master pay schedule, authority to execute benefit fiduciary contracts. • Administrative, Safety, and Personnel Policies. • Employer Employee Relations Resolution (EERR)	SSJCFA Staff / SSJCFA Board
August - September 2021	Meet and Confer to transition labor contracts	SSJCFA Staff / City Staff
August - October 2021	Develop policies and procedures for provision of contracted services. • Human Resources • Payroll Negotiate service agreements between City and SSJCFA	City Staff/ SSJCFA
August - October 2021	Identify and implement enhanced processes and policies for financial management as recommended by MRG Consulting.	City Staff / SSJCFA Staff / District Staff
August - October 2021	Initiate contracts for vendors to provide other employee benefits not provided by City of Tracy post transition.	City Staff / SSJCFA Staff
August - November 2021	Complete and execute lease agreements for fire stations and apparatus.	City Staff / District Staff / SSJCFA Staff / City Council / District Board / SSJCFA Board

August - November 2021	Discuss City of Tracy CalPERS UAL and negotiate agreement between Member Agencies outlining their respective obligations.	City Staff / SSJCFA Staff
September - November 2021	Update General Liability and Workers Compensation quotes. (Generally good for a 60-90 day window).	SSJCFA Staff
November 2021	Present transitioned labor contracts to SSJCFA Board.	SSJCFA Staff / SSJCFA Board
November 2021	Present CalPERS Letter of Intention to the SSJCFA that allows CalPERS to draw up retirement contracts (2-week process after authorized)	SSJCFA Staff / SSJCFA Board
December 1, 2021	Prepare offer letters for eligible employees. If not completed already, enter leave accruals in the system, process parallel payrolls.	SSJCFA Staff
December 2021	Present CalPERS Contract for review and approval to the SSJCFA Board.	SSJCFA Staff / SSJCFA Board
December 2021	Terminate Personnel Agreement between SSJCFA and City of Tracy with an effective date of the transition date. Update City Position Control Roster and Master Salary Schedule to reflect Authority allocations.	SSJCFA Staff / City Staff / SSJCFA Board / City Council
January 1, 2022	SSJCFA becomes Employer of Record	

Over the last two years, SSJCFA has been working with CalPERS to prepare for the transition of employees. SSJCFA has satisfied the requirements for establishing a CalPERS retirement account, including completing a cost valuation on September 25, 2020. This valuation contemplated all of the benefit tiers consistent with current retirement benefits of fire personnel. Because of delays in the implementation timeline, an updated valuation will have to be completed. In addition to updating the valuation, a contract with CalPERS will have to be entered into and approved by SSJCFA in order for the transition to occur by January 2022.

The SSJCFA staff has written confirmation from CalPERS Contract Division of the eligibility of all employee's ability to maintain their "classic" status in the new SSJCFA contract. However, based on the City's experience with CalPERS, further confirmation

is being requested to assure the applicable State laws and regulations on the issue have been accurately reflected in those approvals. SSJCFA legal counsel and staff are working closely with the City Attorney to obtain those assurances. The resolution of this issue along with any other personnel-related items that substantively impact fire personnel must be addressed in order for the transition to occur in January 2022.

SSJCFA and City staff will endeavor to complete all of the items identified in the implementation work plan prior to the January 2022 transition date. However, the most crucial elements of the work plan for purposes of the employee transition are those related to personnel matters. If in the course of implementing these items, substantive changes to the plan are required, SSJCFA and City staff will return to Council for additional direction, if needed.

The transition of the City's fire personnel to the SSJCFA by January 2022 is contingent upon the successful completion and resolution of all of the personnel-related items including but not limited to a CalPERS contract providing the same retirement benefits to staff and transferring negotiated labor agreements.

CITY OF TRACY NEXT STEPS

While the SSJCFA has done much of the heavy lifting to implement key phases of the new JPA, including the development of the Personnel Transition Plan, finalizing the Plan will be dependent on the City's allocation of staffing and resources to complete multiple, complex City tasks and ongoing coordination with the SSJCFA. While the proposed timeline is somewhat ambitious, the City has already established an internal working group consisting of the City Manager's Office, Finance, Human Resources, and City Attorney's Office to execute all required steps and address impacts to fully transition City employees to the SSJCFA and understand its role as it relates to critical milestones as noted in the SSJCFA's implementation timeline table above.

The City and the SSJCFA will meet often to work through implementation details related to various employment regulations and statutory requirements and procedures for submitting workers' compensation claims. The City will also take steps to identify the City's CalPERS unfunded liability post transition of employees to the SSJCFA. Once complete, the City and Tracy Rural will collectively determine how to fund the remaining CalPERS and workers' compensation liabilities. Additionally, new employment contracts will need to be written and approved.

The members will need to work together to ensure that the JPA Agreement is amended to reflect any financial policies and processes negotiated by the members and accepted by the Authority Board during the transition.

Lastly, SSJCFA has requested that the City provide payroll and human resource services to ensure continued JPA efficiencies. While the City has confirmed that it can support these tasks, the full scope of the services will be established during the implementation process. The City and SSJCFA have agreed that the services to be

performed will be done via the City's existing financial system (Munis) and will use City accounting and human resource staff and processes to maintain and comply with separate tax and CalPERS reporting requirements. The JPA has completed the application process with CalPERS and the contract has been approved. CalPERS will renew the valuation due to the delay in approval of the Transition Plan. The SSJCFA anticipates the CalPERS contract will be fully executed by the end of November. The City will require time to test payroll under the SSJCFA's separate tax and CalPERS reporting numbers. It is important to note that the payroll process, including testing cannot begin until the CalPERS contract has been approved and appropriate CalPERS accounts are established.

FISCAL IMPACT

The City's consultant, MRG provided an analysis of the fiscal impacts of the Personnel Transition Plan to Council in March 2021. After receiving feedback from the member agencies, impacts were reduced by re-evaluating health care options and consideration of administrative efficiencies.

As new fire stations are added within Tracy Rural Fire District's jurisdiction, the cost sharing formula for member agencies is adjusted, increasing the District's share of SSJCFA overhead costs. As a result, the City's proportionate share of overhead expenses will decrease.

If Council does not approve the Employee Transition Plan, the Tracy Rural Fire District may withdraw from the JPA. Should this occur, the City's cost to provide fire protection services could significantly increase. However, additional analysis would be necessary to fully understand the magnitude and scope of this potential fiscal impact.

STRATEGIC PLAN

This agenda item supports the following Council Strategic Priority, and specifically implements the following goal:

Goal 5: Partner with the South San Joaquin County Fire Authority to complete Phase 2 of the Personnel Transition Plan.

Objectives:

1. Complete and Present Fiscal Analysis of the SSJCFA Personnel Transition Plan (Phase 2) to Council.
2. Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.

RECOMMENDATION

It is recommended that Council consider approving by resolution, the the SSJCFA Personnel Transition Plan.

Prepared by: Randall Bradley, Fire Chief

Reviewed by: Jennifer D. Haruyama, City Manager

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August 17, 2021
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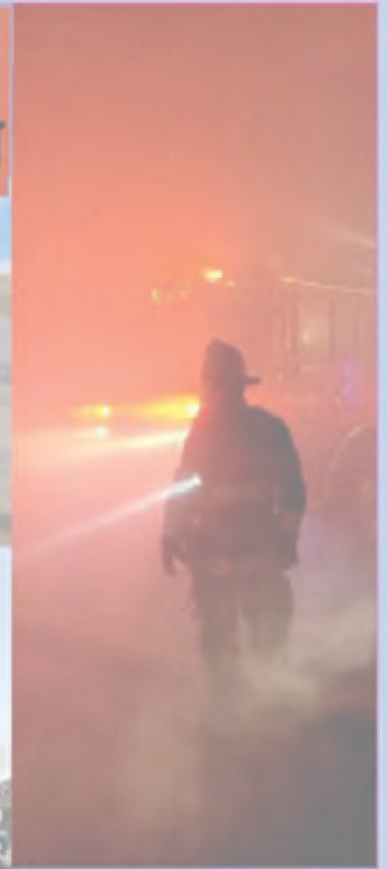
Karin Schnaider, Director of Finance
Kimberly Murdaugh, Human Resources Director

Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS:

A: South San Joaquin County Fire Authority Personnel Transition Plan

JOINT POWERS AUTHORITY PHASE 2 PERSONNEL TRANSITION PLAN



**SOUTH SAN JOAQUIN COUNTY
FIRE AUTHORITY**

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1.0 SUMMARY OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

In 1999, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA). On the same date SCFA contracted with the City to provide fire protection services within the jurisdictional boundaries of SCFA (City of Tracy and Tracy Rural Fire Protection District). Two Tracy City Council Members and two District Board Members made up the SCFA Board with the Tracy City Manager serving as the Chief Executive Officer for the SCFA. The City of Tracy's Finance Director also served as the Treasurer-Controller of the SCFA. The SCFA was formed to accomplish the following goals:

- To improve fire protection services within the region through improved efficiencies by the elimination of redundant administrative and operational services.
- To limit the impact of annexations to the residents that live in the unincorporated areas.
- To maintain the District ad valorem tax allocation increment (average of approximately 11% of each property tax dollar) and the special fire tax (\$0.03 per square foot) in areas that are annexed into the City.

These goals were accomplished through the following administrative agreements between the City and the District:

- 1.1. Future City annexations would not detach from the District.
- 1.2. All employees would work for the City and redundant administrative staff would be eliminated through attrition, increasing efficiencies and overall service levels.
- 1.3. The City would provide administrative services (Human Resources, Budget/Finance/Risk Management and Legal) to SCFA.
- 1.4. The City would fund any District financial shortfalls (with a reimbursement agreement) until revenues increased to sustainable funding levels through the annexation and development of land that would remain in the District.

In 1999, the expectation was the City of Tracy would continue to grow and the District and the City of Tracy would benefit by securing fire protection property tax revenues through the non-detachment strategy. Limited growth initiatives and economic downturns slowed growth projections through 2014. In 2014, the City of Tracy began to realize extensive growth in the twelve annexed areas that did not detach from the District.

In March of 2018, the San Joaquin County Local Agency Formation Commission (LAFCO) adopted a policy that will no longer allow future City annexations to remain in the District. Fortunately, over 30 million square feet of commercial and industrial facilities and over 8,000 residential units have now been built or are entitled to be built in those annexed areas that were not detached from the District prior to LAFCO's change in policy. The Authority staff completed an extensive analysis to ensure that revenues would cover fire protection costs in the twelve annexed/undetached areas. Staff estimates that fire protection revenues could exceed \$20 million at full buildout of the twelve annexed undetached areas.



If the District were to detach from the annexed areas, eighty percent of the revenues would be allocated to San Joaquin County under the current tax sharing agreement. The District revenues have seen unparalleled growth since 2014 and are expected to triple their 2014 total within the next five to six years. Under Authority operational oversight, the District will open Station 95, Tracy Hills on September 1, 2021 and plans to open an additional fire station, Station 99, in the next three years. Each new station opened in the District's service area effects a change in the Authority member allocation percentage shifting overhead costs based on the number of personnel hours required to perform services in the member service area. Over time, shifts in the allocation of overhead costs can become significant. In the absence of the Authority, the City is responsible for overhead and staffing for the two new fire stations and staffing a third fire station that is currently operated by the District.

With extensive growth in the annexed undetached areas, additional responsibility, and increased revenues, the District Board of Directors requested that the original JPA be revised to allow the District to have an equal governance footing with the City of Tracy. In 2017, staff completed a study concerning the JPA governance. Staff utilized two previous consultants' studies and developed four different governance options to evaluate. The study produced the following four options presented with brief summaries:

1. Dissolve the current JPA and returning to a two-agency model. Under this option revenues would be lost to the County, fire protection efficiencies would be lost, and service levels could suffer.
2. Develop a District contract with the City to provide fire protection services. This option is very similar to the model that was in effect at the time the study was completed. This model was unacceptable to the District due to the lack of budgetary oversight and, collective bargaining influence available to the District, and a desire for responsibilities to be commensurate with their authorities over fire protection within their jurisdictional boundaries.
3. Annex the City into the District for fire protection. The City would be required to enter into a new tax sharing agreement with the County to fund the newly created District. The outcome of the agreement is unknown and therefore a thorough analysis is not possible. Also, because the District has a special tax that was implemented in 1982, it would be difficult to overlay a special tax on City residents without a vote that would require two-thirds approval. Last, the City would give up control and budgetary flexibility over the portion of the City that is not within the Rural District.
4. Create a strong JPA that operates as an autonomous agency. Option four was chosen because it addressed the District's concerns while protecting the City's ability to maintain fire protection revenues and continue to influence public policy and prioritization of fire protection services within the City limits. Option four was also chosen due to the ability to include future agencies under a shared governance model. In 2017, the JPA agreement was reevaluated and in March of 2018 (effective date July 1, 2018) a new agreement was adopted by both agencies.

Implementation of the new agreement was divided into two phases:

Phase 1 (completed 2-20-2018): Create a stronger semi-autonomous governance and fire protection organization through the implementation of structural, organizational, and financial elements. The following are the Phase 1



elements that were completed upon initiation of the new JPA and the associated dissolution agreement:

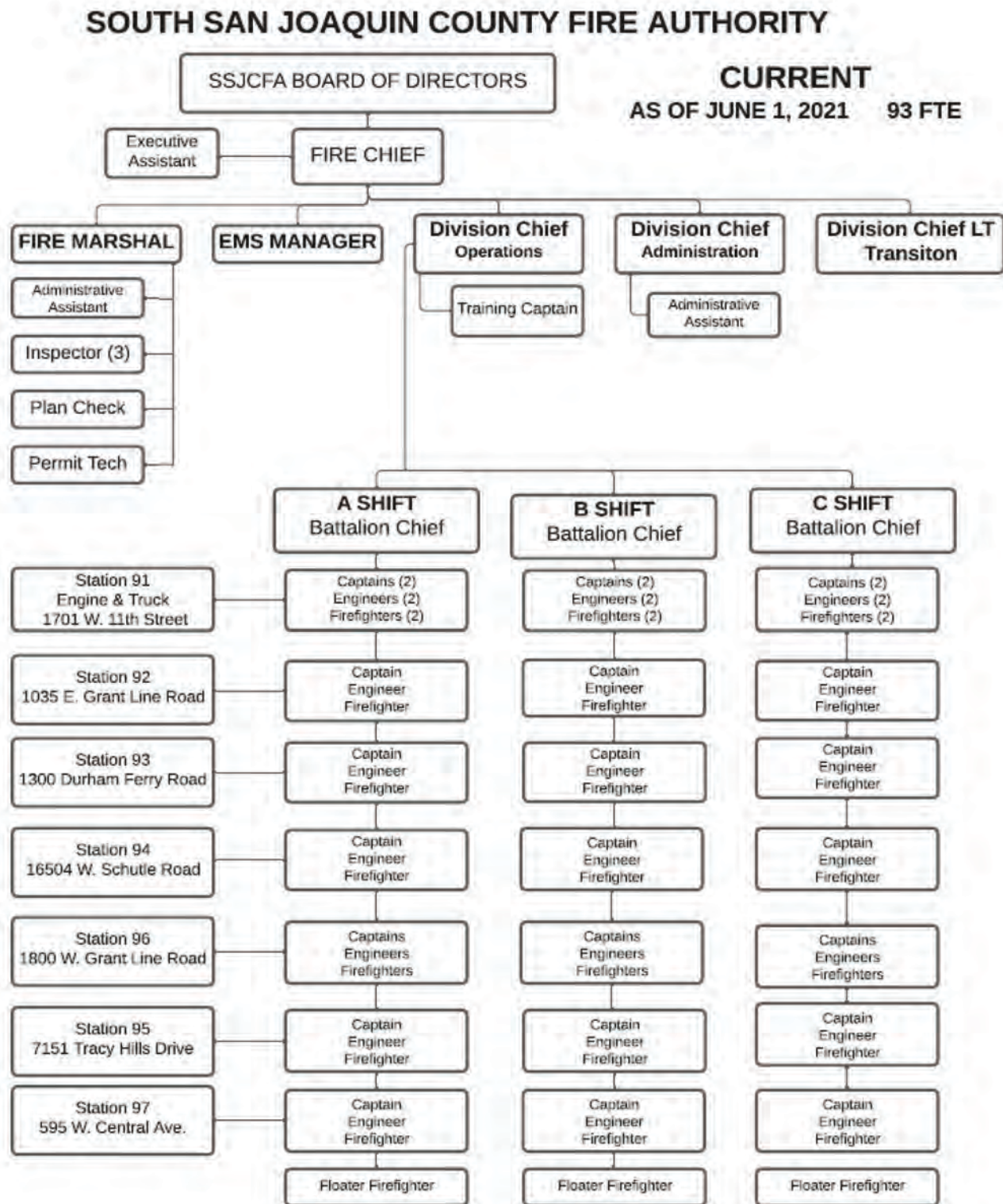
- Entered into an agreement with the City of Tracy to continue to serve as the employer of record until all employees are effectively transitioned to the new JPA.
- The JPA's Board of Directors was provided oversight responsibility for fire protection within the JPA boundaries based on the service levels determined by the member agencies.
- The Board appointed the Fire Chief who serves as the JPA's Chief Executive Officer at the will of the Board. Prior, the Tracy City Manager served as the JPA's Chief Executive Officer.
- Amendments to the previous JPA were removed and incorporated into the new document. The amendments were difficult to interpret, implement and track. The Supplemental Services Agreement (Amendment 3), Smoothing Agreement, and the Pre-paid Services Agreement (Amendment 4 and 6), were all eliminated and replaced with an intuitive, fair, and equitable cost allocation model.
- The JPA appointed a finance administrator with budgetary responsibility and engaged both an independent auditor and a certified public accountancy firm to serve as Controller/Treasurer. Previously, the City of Tracy provided these services on behalf of the JPA.
- The JPA has engaged independent Counsel with responsibility to provide legal advice to the JPA independent of member agencies.
- The proposed JPA is designed to add additional member agencies to improve overall service levels by reducing overhead costs through economies of scale.
- With the corresponding dissolution agreement, the proposed JPA addressed fire station ownership concerns.

Phase 2: Transition employees to become employees of the South San Joaquin County Fire Authority (Authority) and the Authority would become a full agency. Phase 2 of the transition plan was codified in Section 1.6 of the new JPA agreement:

"The Initial Member agencies desire to transition to having the Authority employ its own personnel to provide any or all of the services the Authority elects to provide. In the event the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan detailing how the Authority would employ its own personnel. The personnel plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfers effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of new organizations".



2.0 CURRENT ORGANIZATIONAL CHART (as of 6/1/2021)



3.0 PURPOSE OF PERSONNEL TRANSITION PLAN

The purpose of the Personnel Transition Plan is to complete the second phase of a two-phase process that was agreed upon when the new Joint Powers Authority was reestablished and went into effect on July 1, 2018.

Phase 1 created the basis for a stronger semi-autonomous governance and fire protection organization through the implementation of structural, organizational, and financial elements.

Phase 2 (Personnel Transition Plan) will transfer fire agency employees from the City of Tracy to the South San Joaquin County Fire Authority (Authority) and the Authority will become a full “standalone” agency.

It should be noted that Phase 1 was a precursor to Phase 2 of the transition. If Phase 2 does not occur, then most of the elements of Phase 1 would no longer be required. The Agreement would be dissolved and the City of Tracy would resume control of the Fire Authority. CalPERS rules do not support a model where personnel who are employed by one agency (City of Tracy) are governed by another agency (South San Joaquin County Fire Authority).

This Personnel Transition Plan provides a roadmap for Phase 2 implementation by establishing the structural components necessary for standalone administration and the employment of personnel, preparing for the adoption and implementation of the listed components, provisioning the transition of all remaining administrative and personnel matters including employees to the Authority, establishing the Authority as Employer of Record and a “standalone” agency employing personnel.

Accordingly, this Personnel Transition Plan also addresses the transfer of employees from the City of Tracy to the Authority, (and the transfer’s effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of new organizations.

California Government Code (CCR §53291) governs the transition of employees to the Authority as follows:

“Notwithstanding any law to the contrary, whenever a local agency takes over or assumes any of the functions of another local agency under a law which provides that all or any employees of such other local agency become employees of the local agency assuming the function, the governing body of the local agency assuming the function may prescribe the qualifications and conditions under which such employees will become employees of the local agency. Any employees who do not meet such qualifications or conditions shall not become employees of the local agency.”

The original 2018 Joint Powers Agreement established the intent for the Authority to employ personnel. The agreement states, “Initial Member Agencies desire to transition having the Authority employ its own personnel to provide any or all of the services the Authority elects to provide.”

Direction for the status of transitioned employees and employee terms and conditions of employment is further defined in California Code. CCR §53292 requires the Authority to provide first choice for positions to currently employed firefighters in the covered districts, provide positions with a rank comparable to that which they held just before transfer, and ensure that the seniority or other employment rights of the employees shall not be impaired because of transfer to the Authority.



CCR 53292, (a) Whenever a special district or joint powers agency that provides fire protection or a city fire department is dissolved or the area it serves is decreased by reason of a consolidation, merger, incorporation, annexation, or contract, and the district, joint powers agency, or city fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department decides to hire additional firefighters, it shall give first choice for the positions to be filled to firefighters employed by the dissolved or decreased district, joint powers agency, or department. As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department. No firefighter shall be hired who is over the mandatory retirement age of the district, joint powers agency, or city fire department which is taking over the duties of the dissolved or decreased district, joint powers agency, or department.

(b) Notwithstanding any other provision of law, where firefighters are hired as a result of the consolidation, merger, incorporation, annexation, or contract, the seniority or other employment rights of the employees of the district, joint powers agency, or fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department shall not be impaired as a result of the consolidation, merger, incorporation, annexation, or contract, except as otherwise agreed upon in a county, other than a county of the first class, in a memorandum of understanding with each employee organization, which has been recognized pursuant to Chapter 10 (commencing with Section 3500) of Division 4 of Title 1, and which represents employees of the district, joint powers agency, or department taking over the duties of the dissolved or decreased district, joint powers agency, or department who are in classes affected by the consolidation, merger, incorporation, annexation, or contract.

Pursuant to Government Code Sections 53292 and 53291, and the June 20, 2019 revised JPA Agreement sections 1.3 (e) and 4.3, the Authority has created this Transition Plan to exercise its right to employ personnel and provide the administration for the employment of personnel, and to affect the transition of personnel from the City of Tracy to the Authority, effective October 1, 2021.



4.0 DEVELOPMENT OF PERSONNEL TRANSITION PLAN

In March 2019, a planning team was assembled, and a project management plan was developed. The team consisted of management and labor representatives that utilized consultants to evaluate options and to meet legal requirements. The goal of the planning team was to develop an independent plan that represented each member agency's interest while identifying and communicating impacts to member agencies. The plan focused on all required elements needed for the Authority to become the employer-of-record agency by July 1, 2020. Due to COVID related delays, the start date was revised to January 1, 2021. The Team provided regular updates to the member agencies. The team utilized the following consultants as part of the plan development process. Due to the prolonged and indeterminate nature of the COVID pandemic, further delays have been required. The transition date is currently scheduled for October 1, 2021.

Human Resources:	Deborah Muchmore, Muchmore Than Consulting, LLC
Legal Review:	Che Johnson, Liebert Cassidy Whitmore
Legal Review	Erin M. Dervin, Churchwell White
Actuary:	Catherine MacLeod, MacLeod Watts, Inc.
District Sustainability:	Ellen Martin, Economic & Planning Systems



5.0 PERSONNEL PLAN IMPLEMENTATION TIMELINE

Date	Personnel Transition Element
September 3, 2020	Presented "Draft" Personnel Transition Plan to City and District staff for review and comments.
June 15 or July 6, 2021	Present the revised and final draft of the SJC Fire Administrative and Personnel Transition Plan to the City
July 6, 2021	Present Transition Plan to Tracy Rural Fire District Board of Directors
July 13, 2021	Present the revised and final Personnel Transition Plan and Resolutions establishing the Authority's Personnel Systems to the Authority Board for approval: • Classification System (Including Rules for ongoing administration, Classification List and relationships, Classification Specifications) • Compensation System (Including Compensation Policy, Rules for ongoing administration, FY 20-21 master pay schedule, authority to execute benefit fiduciary contracts. • Administrative, Safety, and Personnel Policies • Employer Employee Relations Resolution (EERR) • Proposed Org Chart & Position Control Roster • Updated Conflict of Interest Code
(optional update date TBD and next Steps)	If an update on transition activities is deemed helpful, request an opportunity to make a BRIEF update and presentation to the Tracy City Council, Rural Fire District Board, and the Authority Board; answer questions.
May – August, 2021	Finish negotiations and finalize the Transition Agreement with Tracy Rural Fire District and the City of Tracy (Equipment, Assets, Infrastructure – Maintenance and Repair, Ownership, former EE's–Retirees from 2/2018-9/2021 or Date of Transition, also UAL. Transition Agreement scheduled or approved by all governing bodies.
July 13 – Aug 31, 2021	Get signatures on TAs related to 3/2020 TAs and COT 2021 neg TA Agreements and changes. Set up all personnel related processes, work with the City of Tracy to obtain EE leave accrual balances as of the first day of the first full pay period in August (align with City). Enter leave accrual balances in the payroll system and begin side-by-side payroll effective with the first full Authority pay period in August. OPEN RECRUITMENTS FOR HR AND FISCAL ANALYSTS.
August or September, 2021	Resolutions JPA Board for consideration of approval: If not approved earlier, Transition Agreement CalPERS Contract(s) (may include Health and Retiree Health) Tracy Firefighters Association Local 3355 MOU South County Fire Chief Officers Association MOU Fire Chief MOU Unrepresented Personnel Resolution
September 1, 2021	Prepare offer letters for eligible employees. If not completed already, enter leave accruals in the system, process parallel payrolls.



Date	Personnel Transition Element - Continued
September 1 – 3, 2021	Begin employee onboarding processes: Compile digital and paper documents for employee files, hiring paperwork, and benefits enrollment.
September 6-10, 2021*	Prepare NEO packets, employee file shells, (digital or paper) with hiring checklists, offer letters, hiring and benefit enrollment paperwork for each transferring employee. Schedule employees into NEO meetings
September 13-17	Develop policy and procedure flash drives, contact information, wallet emergency cards, and system guides for each transferring employee. Schedule employees into policy orientation and training meetings.
September 20-24	NEO AM sessions, Policy PM sessions [up to 20/ class, 4 AM/4 PM classes (2 makeup)]
September 27-10/1	IIPP, COVID, ATD, AM & AB1825, ethics PM [up to 20/class 4AM/2-4PM (2 makeup)]
October 1, 2021	1 st day of Authority employment for most transitioned employees

*Note: employees will likely remain on City benefits until 1/1/2021 and the City will use late September through late October as an open enrollment period for Authority benefits. Therefore, the benefits portion of the initial NEO meetings may be simply presentations by known Authority benefit providers and paperwork may be collected later.

Hiring and Initial Onboarding Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 29	30	31	Sep 1 Compile digital and paper documents for hiring, benefits, and policies for employee trans	2	3	4
5	6 Prepare employee file shells (digital or paper) with hiring checklists, offer letters, hiring and benefit enrollment paperwork for each transferring EE.	7	8	9	10	11
12	13 Develop policy and procedure flash drives and forms, contact information, emergency wallet cards, IDs(?), and system guides for each transferring EE.	14	15	16	17	18
19	20 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	21 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	22 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	23 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	24 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	25 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...
26	27 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	28 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	29 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	30 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	Oct 1 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	2 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)

Additional Onboarding activities may include:

- Quarterly breakfasts or luncheons with the Fire Chief or Division Chiefs
- Tours or shadow opportunities in Divisions other than that to which an employee is assigned.
- Additional training sessions on authority systems for folks desiring more assistance



6.0 AUTHORITY ADMINISTRATIVE SERVICES

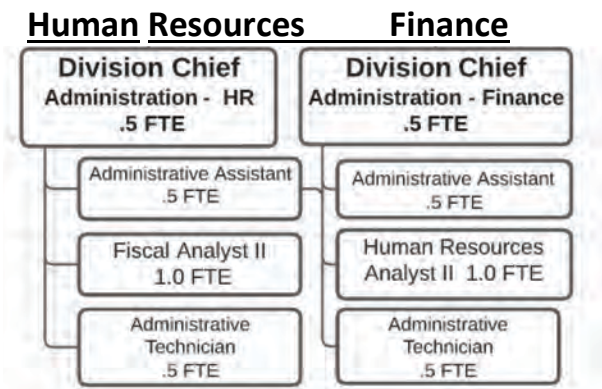
The Authority’s Administrative Services functions include finance, payroll, information services, human resources, labor relations, risk management and industrial health and safety. Through the Phase I implementation of the new Joint Powers Agreement and in preparation for Phase II, the Authority has established systems and processes to provide a full complement of administrative services to its employees, District residents, and member agencies. The Authority has prepared this section of the transition plan to outline the systems and processes currently in place and those in development that are, when combined, the Authority Administrative Services.

Training is an integral element of workforce development for every organization, but especially for a fire authority and is typically housed in human resources. The nature of training required for a fire entity is heavily weighted in tactical and operational skill reinforcement and development. Therefore, the Authority has a separate Training Division which not only oversees and ensures all operational and tactical training, but also, through training delivery systems such as Target Solutions, provides job-related safety and other mandated and desirable training for all divisions, personnel, and officials including Directors, Executives, Management, and Administrative Services.

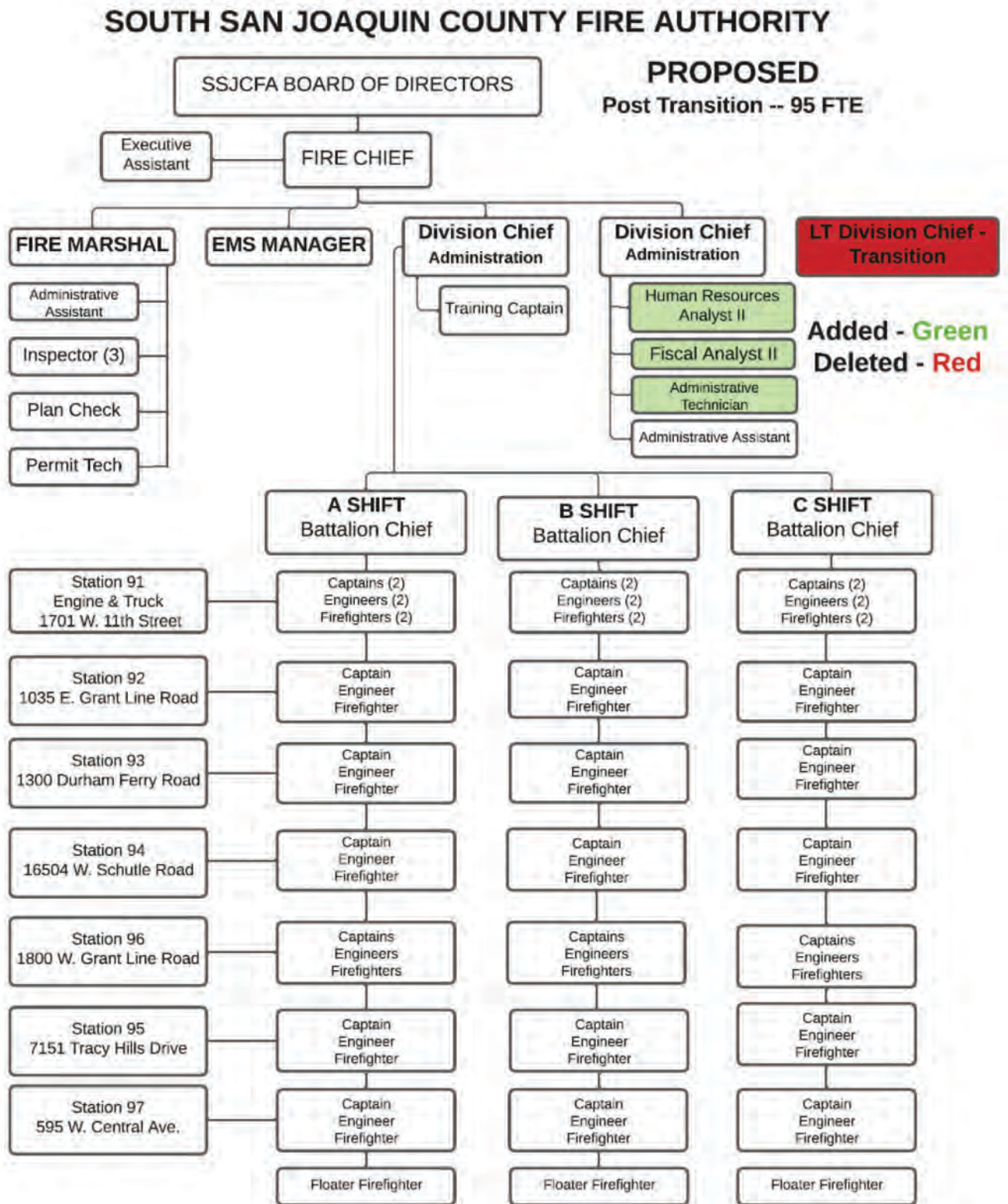
In providing a comprehensive system of Administrative Services, The Authority recognizes its core service as an all-risk fire services agency, providing fire prevention, fire suppression, emergency medical, advanced life support, rescue, hazardous materials response, and other related services. As such, the Authority, at its sole discretion, will in whole or in part utilize a variety of service delivery options including Authority staff, interagency agreements, mutual aid agreements, contracts for professional and technical services, temporary service workers, association memberships, and public/private partnerships to deliver the full complement of Authority services.

There are many ways to deliver services, the Authority desires to deliver its services as a standalone entity in honor of one of the reasons for the 2017 JPA revisions, to allow the Rural Fire District to have an equal governance footing in the JPA. This will also allow all member agencies, current and future to have a more equal contribution in Authority operations. Therefore, The Authority presents this Transition Plan and the following Authority full-service recommendations for the provision of human resources and finance services.

The organizational chart on the next page reflects the Authority’s proposed staffing model after transition and includes the following additional classifications: one (1.0) full-time equivalent Fiscal Analyst II, one (1.0) new full-time Administrative Analyst, and one (1.0) full-time equivalent Human Resources Analyst II. These three additional positions support the following current positions to effect two (2.5) full-time equivalent positions in each division, Human Resources and Finance, to round out the Authority’s Administrative Services.



6.1 PROPOSED ORGANIZATIONAL CHART (anticipated 10/1/2021)



7.0 HUMAN RESOURCE SERVICES

Since the transition to the new JPA, the City of Tracy has continued to perform all human resource services including retaining the designation of “Employer of Record” on behalf of the Authority. In preparation for Phase II implementation and in accordance with the terms of the new JPA agreement, the Authority prepared this Transition Plan to transfer Administration functions related to the employment of personnel from the City of Tracy to the Authority culminating in the transition of personnel. To date, the Authority has developed and is in the process of adopting personnel systems designed to manage all aspects of personnel administration, establish the Authority as Employer of Record for Authority employees, and facilitate the transition of employees from the City of Tracy to the Authority.

This Personnel Transition Plan, effective October 1, 2021, provides for the ongoing Authority administration of all matters related to operating a standalone agency and employing personnel including, labor relations and negotiations, risk management, industrial safety administration and training, workforce development, disability and leave management, establishment and ongoing management of the compensation and classification plans, adoption of compliant, non-discriminatory, and inclusive personnel, employment, and administrative policies, procedures, and practices, and all other matters related to operating as a Joint Powers Authority for the provision of fire services. The Authority will implement similar labor agreements, personnel policies, and benefit packages, and provide them to those who are currently employed to do Authority work at the City of Tracy in accord with CCR §53292 and to allow for employee transitions that are as smooth as possible.

In accord with CCR §53291 and CCR §53292, all current City of Tracy employees assigned to the Fire Authority that are in good standing, will be offered positions with the Authority. Those current employees that are not deemed in good standing due to investigatory, disciplinary, or fit for duty concerns, will be assessed on a case-by-case basis. The Authority’s decision will be final.

This Personnel Transition Plan provides for proposed labor contracts, administrative policies, personnel policies, job classifications, and risk management, and personnel management practices that are materially similar to those of the City of Tracy. By implementing and maintaining similar personnel policies and procedures the Authority, complies with California Government Codes §53291 and §53292 and, through this plan, allows for an employee transition that is as smooth as possible.

In 2019, 2020, early 2021, the Authority engaged in independent contract negotiations with expert providers in the pension, insurance, risk management, payroll, benefit, and human resources disciplines. Today, the Authority has reached the final stages of an agreement for pension services with the California Public Employees’ Retirement System (CalPERS).

Recognizing there are many ways to provide benefit services to our employees, the Authority has explored several options including remaining on City benefits and a fiduciary agreement with Keenan and Associates, a public agency benefits broker. The Authority is committed to providing consistent levels and costs of employee benefit options and services including medical, dental, vision, life, long-term and short-term disability, and voluntary plans as employees have currently. For medical benefits, the Authority has accepted bids from three health care providers: CalPERS Health and Retiree Health Benefits, Fire Districts Association of California Employment Benefits Authority (FDAC EBA), and Special Districts Risk Management Association (SDRMA).



After a thorough review of the options available, the Authority has requested to remain on the City of Tracy Health Plan and benefits through a transition agreement between the Authority and the City and until Authority benefits begin.

The Authority is a member of the SDRMA providing risk, general liability, worker’s compensation, and industrial health and safety consulting, training, insurance products, and member services.

In early 2020 and again in early 2021, the Authority engaged a firm providing human resources and organizational development consulting, Muchmore Than Consulting, LLC, as part of the transition team (restructured from Deborah Muchmore Consulting in late January of 2020).

The transition of employees to the Authority will require cancellation by mutual agreement of the current agreement for employment services between the City of Tracy and the Authority entitled, “Agreement Between City of Tracy and the South San Joaquin County Fire Authority Regarding the Employment of Personnel” and the Authority will become “Employer of Record” for all transitioned employees.

Responsibilities for the full spectrum of human resources programs and services will be split between the Division Chief of Administration, a full-time Human Resources Analyst, and a shared Administrative Assistant (shared with finance). Duties necessary for administration of personnel include all aspects of:

Classification Administration	Compensation Administration	Recruitment & Selection
Hiring and Onboarding	Benefits Administration	Pay Administration
Workforce Development	Performance Management	Leadership Development
Succession Planning	Employee Relations	Labor Relations
Leave and Disability Administration	Separation and Retirement	Recordkeeping and Filing
Policy and Procedure Admin & Impl	Employee Engagement and Events	Communications – HR Related
Return to Work & Temporary Modified Duty Program	Initial safety orientations	Retiree and Applicant Support

The Authority would add one (1.0) full-time position of Human Resources Analyst II to their current staffing profile and utilize half of the Division Chief – Administration, half of one (1.0) new full-time Administrative Technician, and a shared existing Administrative Assistant to complete this work totaling 2.5 full-time equivalents. The existing administrative support would provide filing, scheduling, administrative support, and records management/retrieval for the team. The Human Resources Analyst II would complete all other transactional and most tactical human resources activities including the creation and routing for approval of personal action notices; upkeep, and maintenance of the Authority’s HRIS system, implementation of pay and benefit changes in the payroll and HRIS systems; maintenance of all employee files and confidential files; tracking of performance, merit, and probationary advancement dates; payroll administration; and provide work direction and training for the Administrative Assistant in human resources related tasks. The Administrative Technician would perform day-to-day transactional work, provide service to employees, applicants, and retirees, and assist the Analyst when requested in human resources



related projects. The Division Chief -Administration would set employee rates and charges, oversee all human resources work, perform the tactical and strategic duties related to human resources administration, manage vendor service contracts, serve as a point of escalation for issues, commit payroll, and preside as final approver for payroll and human resources processes. The cost of this change will be offset by the elimination of a limited term Division Chief allocation.

This recommendation assumes the Authority as the custodian of official files for Human Resources and Finance including those for personnel such as confidential medical, payroll, benefits, enrollment, investigation, and other confidential but separate personnel related files.

Option for City Proposal: The Authority will consider proposals from the City of Tracy to provide the 1.0 full-time equivalent Human Resources Analyst through an interagency agreement to perform the above services at the Authority's offices.

Outside services: The Authority will use outside services, like those used by the City of Tracy, to provide expertise in matters such as larger classification and compensation studies, investigations, legal consult, training, reasonable accommodation and disability case management and other complex personnel matters.

- Employee Relations Investigations
- Labor Negotiations/Arbitration
- Pre-Employment background process (including medical and psychological examinations)
- Bi-Annual Fire Physicals
- Recruitment/Assessment Centers
- Disability and Leave Case Management
- Workers' Compensation Litigation
- Training, Workshop, and Development Services



8.0 FINANCE AND PAYROLL

Prior to transitioning to the new Joint Powers Agreement, the City of Tracy performed all financial services on behalf of the Authority. Under Phase I of the implementation of the new JPA Agreement, the Authority developed independent budget and accounting processes and implemented a new independent financial software solution. In 2018, the Authority implemented independent financial policies and practices and procured the services of the CPA firm Fetcher & Company to serve as the Authority's Financial Auditor.

On August 18th, 2020, the Authority Board passed a resolution to contract with James Marta & Company to serve as the Authority's Controller/Treasurer in accordance with the California Government Code §6505.5. Staff is working with their firm to review and provide oversight of the Authority's accounting processes and work collaboratively to further define the scope of the Controller/Treasurer position.

The Authority also implemented Denali Fund Accounting Software to manage and record its financial records including Accounts Receivable (including Point of Sale transactions), Accounts Payable (including Purchase Order tracking), General Ledger, Bank Reconciliation and Financial Reporting. Denali Fund also offers a comprehensive payroll module which the Authority is currently configuring to utilize as the Authority's payroll platform post-transition. This platform is utilized by hundreds of public agencies and non-profit organizations. The platform will meet compliance for CalPERS, state, and federal reporting requirements and all annual employee and vendor forms.

The Authority's current staffing software can be utilized for timekeeping and electronically interfaced with the Authority's financial software payroll module as part of Phase 2 (Employee Transition Process). In anticipation of implementation, Authority staff has developed a relationship with a payroll administration firm, Payroll Consulting Services, to implement the comprehensive employee profiles within the payroll module to meet applicable administrative and regulatory requirements. Authority staff will work with a payroll administration firm to implement the system and processes that will facilitate bi-weekly payroll processing. Then the Authority staff will manage the payroll module and ongoing payroll processing with support from the payroll administration firm. The payroll administration firm will continue to ensure compliance, perform quarterly and annual reporting, and help the Authority to resolve CalPERS upload issues.

The Authority's payroll processing and administration will include all employee transactions, payroll and timekeeping modules, and related interfaces which will begin running in parallel with the City payroll and timekeeping systems prior to September 1, 2021. The greater utilization of technology and the elimination of duplicate financial systems will reduce staff time needed to reconcile payroll data monthly, as well as other efficiencies.

The Authority has assessed the efficiencies and benefits of various administrative services models including proposals for full-service payroll and select service by consultants. The Authority recommends the following model for the provision of financial, accounting, and payroll services:

The Authority will continue to perform the full spectrum of financial and accounting services through audited financial statements as well as payroll processing and administration as outlined above. The Authority's payroll administration firm will not only assist with implementation of the Authority's payroll software, but also ensure compliance, quarterly and annual reporting, CalPERS reporting, and training and support of staff.



Under this model, the Authority would add one (1.0) full-time position of Fiscal and utilize half of one (1.0) New full-time equivalent Administrative Technician to assist the Division Chief – Administration in performing the full spectrum of finance and accounting duties. The cost of this change will be offset by the elimination of a limited term Division Chief allocation.

City Opportunity to Propose: Alternately, the Authority has requested the City provide a proposal which if accepted would be executed through an interagency agreement to provide payroll processing services. Under an agreement with the City, the Authority would continue to use ESS for time entry unless or until such time that Telestaff is able to integrate seamlessly with Tyler to import time data for processing. The City would serve as a payroll vendor to accept time inputs and process payroll accordingly then generate reports like the reports we now receive to be entered into the Authority’s financial software. Authority staff would assume all traditional employer responsibilities as far as managing employee profiles, onboarding, adjustments to withholding notices, and the maintenance of official employee files, confidential medical files, benefits, and other confidential and non-confidential employment files. The Authority would provide the City with authorized personal action notices to effect changes to employee data, positions, and rates.

A proposal by the City to perform payroll services would not reduce the need for the addition of one (1.0) FTE Fiscal Analyst. The Fiscal Analyst will be supporting the Division Chief – Administration with preparation and monitoring of the Authority’s budget, the preparation of schedules and support for the Authority’s annual audit, costing and forecasting related to labor proposals and staffing decisions, and oversight and fiscal review of the Authority’s payroll systems and processes.

8.1 Estimated Fiscal Impact of Proposed Organizational Changes

The fiscal impact of the proposed staffing, organizational, and programmatic changes to the Authority budget for FY 21-22 are estimated to be \$71,698.71. The estimated changes are shown in the chart below and include the annual cost of implementing a full-scale Human Resources Information System with recruitment and onboarding software, payroll and employee self-service modules, related payroll and human resources consulting support for staff, and reduction in services by the City of Tracy.

Staff changes include the addition of one (1.0) FTE Human Resources Analyst II, (one) 1.0 FTE Administrative Technician, one (1.0) FTE Fiscal Analyst II, and the reduction of the one (1.0) FTE Limited-Term Division Chief – Transition. Occupied positions below have been included at their anticipated fully benefited rate at their current salary, vacant positions at their fully benefited rate at the A step salary.

The table below assumes the reduction of the Limited Term Division Chief for a full year. The Limited Term position was established in July of 2019 when it was anticipated that Phase II would complete within two years. The prolonged and indeterminate nature of the COVID pandemic caused unanticipated delays in the project. To ensure continuity in the transition, the Limited Term Division Chief position may need to be extended by the Authority Board. Should this occur, the cost of the organizational changes will increase by a fully burdened \$25,253 a month.



Position	Salary	Benefits & Taxes	Retirement	Workers Comp	FICA	Grand Total
Staff Position Impacts						
DIVISION FIRE CHIEF (Avg)	(\$177,193.99)	(\$38,861.93)	(\$70,231.48)	(\$14,175.52)	(\$2,569.31)	(\$303,032.23)
Human Resource Analyst II	\$90,607.00	\$30,118.43	\$21,881.59	\$2,174.57	\$6,931.44	\$151,713.02
Administrative Technician	\$65,601.72	\$22,265.82	\$15,141.27	\$1,574.44	\$5,018.53	\$109,601.78
Fiscal Analyst II	\$88,414.92	\$30,008.83	\$20,406.70	\$2,121.96	\$6,763.74	\$147,716.14
Net Staff Cost/Savings						\$105,998.71
Non-staff Impacts						
Payroll Consulting Services						\$17,700.00
Payroll System						\$13,500.00
HR Consulting - Outside						\$40,000.00
HRIS, Recruiting & Onboarding						\$18,500.00
City Contracts Finance and HR						(\$125,000.00)
Net Non-Staff Cost/Saving						(\$35,300.00)
Estimated Net Cost/(Savings) from Organizational and Program Changes						\$70,698.71

The salary for Authority's Fiscal Analyst series is currently aligned with the City of Tracy's Management Analyst series based on similar complexity of work and consequence of error and retains reasonable internal parity between the City's Accounting Technician and Accountant classifications. The wages for the Administrative Technician is set equal to the City's Accounting Technician classification.



9.0 RISK MANAGEMENT, INSURANCE, AND INDUSTRIAL HEALTH AND SAFETY.

The Authority worked with the Special District Risk Management Authority (SDRMA) to obtain rates for workers' compensation and general liability insurance. After some delay, due to the Covid-19 pandemic and the insurance providers timeline to finalize their new rates, the included quote was received in June of 2020 (**Appendix A**). This quote will need to be updated within sixty (60) days of transition. As the Authority is considered by SDRMA as a new entity and therefore, will not have an experience to rate, the transition quote will be determined in the same manner as the June 2020 quote and will therefore, not be materially different. Therefore, for the purposes of this discussion we have used the numbers from the June 2020 quote and the City's 2020 rates in comparison. This alleviates any additional computations that would need to be considered for changed future staffing levels.

In completing the information necessary to ascertain quotes and identify coverage options, staff made assumptions regarding asset ownership. These assumptions were based on several meetings of reciprocal dialogue between City and Authority staff over the last 12 months. Those assumptions include the member agencies maintaining title ownership of their fire stations and responding fire engines/trucks. Staff vehicles and other equipment were assumed to be deeded to the Authority for the Authority to manage those assets, as well as properly schedule and propose any replacement needs. The quotes provided reflect those assumptions and could easily be modified to reflect any changes to those assumptions should the member agencies provide such direction. As shown on the provided quote, liability coverage was included to protect the Authority and its member agencies even while operating those assets not owned by the Authority; however, comprehensive and collision provisions were included for assets anticipated to be transferred to Authority ownership.

As illustrated in the chart below, the net cost for insurance coverages for liability and worker's compensation, represent a post transition savings to the Authority of \$303,421.92. While the SDRMA quote for liability insurance coverage exceeds that of our current line-item expenditure paid to the City of Tracy through an annual internal service charge by roughly (\$49,923),, the workers compensation policy is less expensive by \$353,345 than the annual workers compensation charges paid to the City of Tracy via monthly payroll reconciliations. The resulting \$303,422 annual insurance cost savings will help support other administrative transition costs.

City's Current Workers Compensation	\$ 932,227.92	
Proposed New SSJCFA Workers Compensation	\$ 578,883.12	
<u>Variance</u>		<u>\$ 353,344.80</u>
City's Current Liability Insurance	\$ 122,440.00	
Proposed Liability Insurance	\$ 172,362.88	
<u>Variance</u>		<u>\$ (49,922.88)</u>
(Increase) / Decrease in Insurance Costs		\$ 303,421.92



Considering the nature of the work done by fire personnel and the resulting workers compensation claims, the assumed impact of the removal of 75+ fire personnel from the City's Workers' Compensation pool would not be negatively significant and may even be a net positive for the City. Under these assumptions, both member agencies would benefit from the transition of employees to a new employer that allows for a reset in experience modification, which is a factor multiplier used to calculate workers compensation rates. Impacts of pre-transition workers compensation claims are already factored into current workers compensation costs and would remain unaffected by transitioning employee to the Authority.

Additional benefits offered to Authority employees with SDRMA membership and insurance services include free access to the Company Nurse telephone triage program, Target Solutions online training and certification, Best Best & Kreiger employment law hotline, and Lapidus Safety Consulting loss prevention and safety services and visits. Company Nurse provides the Authority a 24/7/365 injury reporting hotline, employee referral to a provider in the authorized Medical Provider Network, timely completion, and distribution of 5020 injury reports to all appropriate parties, data reporting, analysis, and creation of mandated OSHA logs (300 and 300A).

Target Solutions, which the Authority already uses, provides an online training and certification tracking program geared toward the requirements of fire, emergency services, risk management, industrial health and safety, and human resources competencies and training mandates, and best practices. These complimentary programs provide a valuable service to the Authority and its employees and include increased compliance assurances and efficiencies that reduce administrative burden on District staff.

The SDRMA Insurance Quote follows on the next page.



9.1 Workers' Compensation / General Liability Quote



1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141 or 800.537.7790 • F 916.231.4111

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June 24, 2020

Chief Tad Nieve
Division Chief
South San Joaquin County Fire Authority
835 Central Avenue
Tracy, California 95376

Dear Chief Nieve,

Thank you for the opportunity to provide South San Joaquin County Fire Authority with this 2020-21 Property/Liability and Workers' Compensation Program quotation. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. We are confident that our Property/Liability Program offers the highest level of protection and service at the lowest possible rate.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. South San Joaquin County Fire Authority's quotation is as follows:

PROPERTY/LIABILITY PROGRAM QUOTATION	
Coverage Limits: \$2.5 Million - July 1, 2020 through June 30, 2021	\$172,362.88
(Includes a 5% Multi-Program Discount, based on net package contribution)	

WORKERS' COMPENSATION PROGRAM QUOTATION	
Coverage: July 1, 2020 through June 30, 2021	\$578,883.12
(Includes a 5% Multi-Program Discount, based on an experience modification of 100%)	

SCHEDULED PROPERTY

COVERAGE	TOTAL INSURED VALUE	DESCRIPTION
Property Inventory	\$0	0 scheduled structures and contents
Vehicle Inventory	\$4,389,050	29 scheduled vehicles
Comp and Collision	\$390,300	16 scheduled vehicles \$250/\$500 Comp/Coll Deductibles
Mobile Floater Equipment	\$0	0 mobile equipment items
Trailer Inventory	\$7,000	2 scheduled trailers
Estimated Payroll	\$11,825,000	81 FT EE's

SPECIAL DEDUCTIBLE

Employment Practices Liability	\$25,000	Per Occurrence

***see schedule of deductibles on program description**

Members can reduce their future year premiums through SDRMA's Credit Incentive Program (CIP). Credit incentives of up to 15% of the contribution can be earned for completion of approved risk management and training programs.

A proud California Special Districts
Alliance partner.

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South San Joaquin County Fire Authority
Page 2

Please be advised that coverage may be bound upon submitting the following documentation:

- Adoption of a Resolution by the South San Joaquin County Fire Authority Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability and Workers' Compensation Programs for an initial 3-year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Completion of the Alliant Crime Policy application.
- The Adoption of the Resolution and Approval of the State Application for a Certificate to Self-Insure by South San Joaquin County Fire Authority.
- The Completion of the State Application for a Certificate to Self-Insure by the South San Joaquin County Fire Authority.
- Approval by SDRMA's Board of Directors of South San Joaquin County Fire Authority's membership in the Property/Liability and Workers' Compensation programs. (In the event the South San Joaquin County Fire Authority requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA underwriters are authorized to issue a 60-day conditional binder).
- Annual Membership in California Special Districts Association is required and separate from this quotation.

Upon receipt of all membership documents, SDRMA will forward pro-rated invoices for the annualized Property/Liability and Workers' Compensation Program contributions.

We look forward to South San Joaquin County Fire Authority's participation in the SDRMA Property/Liability and Workers' Compensation Programs. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us at 800.537.7790. All necessary membership documents will be sent to you upon notification of the District's decision to proceed with membership in the program.

Sincerely,
Special District Risk Management Authority

Ellen Mirabal Doughty, ARM
Chief Member Services Officer

A proud California Special Districts
Alliance partner.

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10.0 CLASSIFICATION SYSTEM: PLAN, CLASSIFICATIONS, SPECIFICATIONS, RULES

The Authority has developed a Classification System, including Classification titles, hierarchy, related specifications, and a set of Rules for the ongoing administration of the Classification Plan. The Classification Plan organizes Authority positions into common classifications based on similarities in duties, responsibilities, and requirements; provides a classification specification for each position and sets the structure necessary to transfer, recruit, promote, and establish pay ranges for the transfer and employment of personnel. With few exceptions, the Authority's classifications mirror those of its member agencies for similar positions.

A comprehensive review of all job classifications was conducted by the transition team to ensure that classifications were compliant with federal and state laws, materially similar to current roles at the City of Tracy, and accurately and clearly defined the duties, responsibilities, and minimum qualifications of Authority positions. The Authority Classification Plan anticipates current and possible future needs of the Authority by including entry and journey level classifications for some Administrative and Technical positions even though only one allocation may be approved and funded in any given year. Establishing both an entry and a journey level classification for support positions as part of the Classification System will provide for greater organizational flexibility and agility for the future.

The Authority Classification System includes the following elements:

- Rules for ongoing administration of the Classification Plan
- A list of the Classifications in the Authority's Classification Plan
- Classification Specifications (for each of the classes in the Classification List)
- Position Control Roster (Listing the proposed positions for the current fiscal year)
- Proposed Organizational Chart

The Classification System as listed is included in this Personnel Transition Plan as **Appendix B**.

Establishing the Authority's classification system prior to engaging employees allows the Authority to comply with California Government Code Section 53292 (CCR § 53292) which reads, in part, "As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department."

Staff has prepared and the Authority Board will consider the establishment of classification specifications, approval of related classification specifications, and the Authority Personnel Rules which include rules for the ongoing administration of the classification plan. Substantive future changes to the Classification System will require adoption or approval by the Authority Board. A Master List of the full complement of proposed classifications for the Authority's classification plan follows. A Position Control Roster listing only those positions the Authority proposes to fund in the coming fiscal year is provided later in this plan.



10.1 Master Pay Schedule

South San Joaquin County Fire Authority MASTER CLASSIFICATION LIST Effective July 1, 2021								
Class Code	Position Title	Unit		Hourly Rate	Recommended Ongoing Admin	Division	Retirement	FLSA
87	Accounting Technician	Unrepresented Admin-Clerical	A	31.5393	B	Administration and Finance	Misc	NE
79	Administrative Assistant I	Unrepresented Admin-Clerical	A	22.9969	10% below Class Code 80	Administration & CCR	Misc	NE
80	Administrative Assistant II	Unrepresented Admin-Clerical	A	25.5323	B	Administration & CCR	Misc	NE
84	Administrative Technician	Unrepresented Admin-Clerical	A	31.5393	Equal to Code 87	Administration		
170	Permit Technician I	Unrepresented Prof-Tech	A	27.8668	8% below Class Code 172	CRR	Misc	NE
172	Permit Technician II	Unrepresented Prof & Technical	A	30.0961	B	CRR	Misc	NE
140	Emergency Medical Services Manager*	Unrepresented Management	A	47.3445	B	Administration	Safety	E
70	Executive Assistant	Unrepresented Admin-Clerical	A	31.0589	B	Administration	Misc	NE
150	Fire Battalion Chief*	SCFCOA	A	59.1423	B	Operations	Safety	E
40	Fire Captain	TFFA	A	45.0055	B	Ops & Trng	Safety	NE
10	Fire Chief*	Unrepresented	Min	86.7174	B	Administration	Safety	E
20	Fire Division Chief*	Unrepresented Management	A	70.8702	B	Ops & Admin	Safety	E
50	Fire Engineer	TFFA	A	39.6099	B	Operations	Safety	NE
100	Fire Inspector	Unrepresented Prof-Tech	A	38.1947	8% below Class Code 160	CRR	Misc	NE
90	Fire Marshal*	Unrepresented Management	A	62.2504	5.5% above Class Code 150	CRR	Safety	E
120	Fire Reserve	Limited Service	A	14.0000	Min Wage	Operations	Safety	NE
60	Firefighter	TFFA	A	35.0914	B	Operations	Safety	NE
62	Firefighter Trainee	Limited Service	A	24.5600	30% below Class Code 60	Operations	Safety	NE
61	Firefighter/Paramedic	TFFA	A	39.4798	B	Operations	Safety	NE
130	Human Resources Analyst I	Unrepresented Management	A	37.8805	15% below Class Code 132	Administration	Misc	E
132	Human Resources Analyst II	Unrepresented Management	A	43.5613	B	Administration	Misc	E
135	Human Resources Manager	Unrepresented Management	A	58.2908	B	Administration	Misc	E
121	Intern-Generalist	Limited Service	A	17.5000	25% above minimum wage	Fire Authority Wide	N/A	NE
180	Fiscal Analyst I*	Unrepresented Admin-Clerical	A	36.9638	13% below Class Code 182	Administration and Operations	Misc	E
182	Fiscal Analyst II*	Unrepresented Admin-Clerical	A	42.5072	B	Administration and Operations	Misc	E
160	Plan Check Examiner	Unrepresented Prof-Tech	A	41.2023	B	CRR	Misc	NE
125	Project Specialist III	Limited Service	Min Max	14.0000 43.3500	Min Wage	Fire Authority Wide	N/A	NE
* Classifications with asterisks are salaried								



11.0 COMPENSATION SYSTEM: COMPENSATION PLAN/ PAY SCHEDULE

The Authority is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The Authority has established its compensation system in accordance with the principles of public accountability. The Authority has adopted a Compensation Plan that includes the following:

- A Compensation Policy which includes Rules for ongoing administration of the Compensation Plan
- A publicly available Master Pay Schedule with defined pay ranges for all Authority classifications
- A comprehensive benefits package provisioned by labor unit and ongoing benefits administration

The Authority has established a Compensation Policy. The purpose of this policy is to establish objective guidelines to be used in establishing compensation for Authority positions and in maintaining the Authority's Compensation Plan. The policy guidelines are intended to ensure that the Authority's compensation practices are fair and equitable, consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction.

Periodically, the Human Resources Manager will assess the parity, competitiveness, and the existence of compaction in Authority compensation by classification. Assessments will be conducted using industry best practices and guidelines in the Authority's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments and other related practices. The results of each assessment performed will be considered one element of information to be considered during the process of establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation which includes the value of the benefit package provided to employees.

The Human Resources manager must also determine whether any modifications to any element of the compensation plan are necessary due to recruitment and retention issues, changes to positions or classifications or changes to exempt or non-exempt status for overtime eligibility as defined by the Federal Labor Standards Act. Modifications to the Compensation Plan Policy or Master Pay Schedule must be submitted to the Fire Chief for recommendation to Authority Board for adoption.

The Authority's Master Pay Schedule contains ranges which are identical to the current pay ranges for similar classifications in effect at the City of Tracy. The wages and salaries for represented labor organizations were negotiated through a collective bargaining process at the City of Tracy and are governed upon transition by CCR §53292 and are correspondingly, reviewed and supported by the Authority's labor attorney. The pay ranges for unrepresented employees are also equivalent to the ranges on the current pay schedule for the City of Tracy as it



relates to job classifications. Eligibility for merit increases will be carried over upon employee transition such that employees who have not reached the top step of the salary step structure will be elevated to the next salary step on virtually the same date they would have been granted the next step in their current employment.

Future substantive revisions of the compensation plan, policy, or master pay schedule will require approval by the Authority Board.

The full set of Resolutions related to the Compensation System, establishing Authority Classifications and related specifications, assigning classifications to wage ranges, and adopting the Authority's public Pay Schedule are included as **Appendix C**.

12.0 ADMINISTRATIVE POLICIES AND PERSONNEL RULES

The Authority has developed an initial set of Administrative Policies and Personnel Rules which are substantially similar to and derived from those at the City of Tracy. These policies and rules are recommended for adoption by the Authority Board and are intended to ensure the Authority continues to abide by public agency state and federal regulations while implementing good management practices that will ensure public trust and fiscal responsibility. The Authority's policies and rules are further intended to address and administer personnel matters and provide guidance for procedures and procedural documentation. Combined with and as a part of the Authority's classification and compensation plans, benefit packages, risk management and financial systems and policies, and agreements with recognized employee representative organizations, the Authority's policies and rules will complete the complement of personnel systems that provide structure for personnel related administrative decision-making and processes paving the way for the transition of employees and employer of record status to the Authority.

This initial set of policies and rules is compliant with current laws and regulations and substantially similar to those at the City of Tracy. The Authority has developed an implementation plan and has communicated and disseminated these policies and rules throughout the organization. The Authority has and will continue to consult in good faith regarding the impacts of these rules with all recognized employee organizations. The similarity between the City of Tracy and the Authority policies is one more effort on the part of the Authority to make the transition from City of Tracy employment to Authority employment as smooth as possible for employees.

While not all City of Tracy policies and rules were adopted, core legislated, regulated, and Fire Authority related policies are included. Those policies not included at this time will continue to be assessed for relevance as the Authority grows and can be added at a future date. The following tables list the Administrative Policy and Personnel Rule titles set for adoption by the Authority Board as part of this Phase II Transition Plan. The staff report recommending adoption, resolution, and copies of the policies and rules can be found in **Appendix D**.



12.1 Administrative Policy Table

Administrative Policies	
Communicable Diseases Policy	Conflict of Interest/ Gift Policy
Family and Medical Leave Policy	Catastrophic Leave Policy
Lactation Policy	Employee Performance Evaluations Program
Nepotism Policy	Fitness for Duty Examination Policy
Prevention of Harassment, Discrimination, Retaliation, and Bullying	Modified Duty and Reasonable Accommodation Policy
Injury and Illness Prevention Program	Violence in the Workplace Policy

12.2 Personnel Rule Table

Personnel Rules	
Equal Opportunity Employment	Acting Appointment
Definitions of Key Employment Terms	Temporary Upgrade/Temporary Promotion
Compensation Rules	Position Classification Plan Rules
Examination and Appeal Rules	Recruitment and Applicant Rules
Appointment Rules	Employment List Rules
Use of Authority Property	Outside Employment
Personnel Files	Performance Evaluations
Disciplinary Appeal Process	Disciplinary Actions
Layoff, Displacement, Re-employment	Grievance Procedure for Non-Disciplinary Matters
Vacation and Holidays	Work Week and Attendance
Leaves of Absence Without Pay	Sick Leave
Training and Education Programs	Other Leaves of Absence
Lactation Policy	Pregnancy Disability Leave Policy



13.0 BENEFITS ADMINISTRATION

It is the intention of the Authority to transfer all eligible employees in the same or similar state of employment including benefit eligibility, enrollment, and levels of coverage. This includes Retirement benefits for active and eligible retirees as defined by CalPERS regulations, leaves, health, and other benefits.

All eligible employees who transfer on September 1, 2021 and will continue as Classic members in CalPERS will transfer as Classic members, all other members will transfer as PEPRA level CalPERS members. A discussion of the Authority's CalPERS contracting activities follows.

13.1 Retirement - CalPERS

The Authority applied for a new CalPERS contract on February 1st, 2019. (see **Appendix E**). This was the first step required to initiate the necessary discussions that would determine the new retirement rates and subsequent impacts to the member agencies. The Authority was then contacted by the contract division of CalPERS and advised of the need to amend applicable sections of the Joint Powers Agreement language. Staff worked with legal counsel from both member agencies to make the necessary amendments which were approved by both elected bodies in October of 2019 (see **Appendix F**). This new language obligates all member agencies to pay their respective share of any CalPERS retirement liabilities regardless of Authority status. This required language change identifies and addresses an inequitable liability exposure that exists from the previous JPA. Although an argument can be made that all members have an obligation to fund pension Unfunded Accrued Liability (UAL) that is created by the employees who are allocated to service their respective areas, there is no current contract language that codifies such an obligation. The required CalPERS amendment addresses that inequity at such time the Authority becomes the employer of record (**UAL is explained at the end of this section**).

After completing the amendment, the application moved past the agreement review and began the next phase, the financial review. Authority staff worked with CalPERS financial analysts to evaluate the fiscal sustainability of the member agencies and the Authority governance model. After months of data exchanges, and the completion of a thorough sustainability evaluation by the CalPERS team of financial analysts, the Authority was approved and moved to the contract formation phase in March of 2020.

Due to the pandemic, the contract phase began slow but ramped up again by May of 2020. After completing the required contract formation package and exchanging information that clarified the goal of mirroring the benefits to the current City of Tracy plans, the CalPERS team began performing the actuarial analysis necessary to form the new Authority retirement contracts. The actuarial analysis work was completed in October of 2020 and the Authorities pers contract was approved to move to contract formation. The Authority Board approved the necessary Letter of Intention required for CALPERS to begin preparing the proposed Final Resolution which, upon its approval and ratification will initiate the Authority's independent PERS contract.

The task of isolating the CalPERS impacts that would result from transitioning the employer of record from a single member agency to the Authority is one that requires a significant amount of time. This is due to several factors including: the blended City safety pool which includes police and fire personnel, the varying benefits between the blended departments, CalPERS actuarial process required to determine new rates,



and the UAL between departments, member agencies as well as pre- and post-1999 consolidation of fire services. With that said, significant progress has been made in understanding these impacts and information learned can be shared.

As demonstrated in section 14.3, within the current City Safety plan, there are two Benefit Groups for fire personnel and three benefit groups for police personnel for a total of five benefit groups. CalPERS calculates the normal cost for each of the five benefit groups and then uses a weighted average (weighted by total payroll in each group) to calculate a blended rate for the entire pool. As can be seen in the attached tables, the weighted average for the two groups of fire employees is 27.92% and the three groups of police employees have a weighted average of 34.26%. The 6.34% lower rate for the fire groups brings down the higher police group rates to create a combined total weighted average for the pool of 31.48% which is then applied to all employees in the pool.

Although CalPERS has not completed the actuarial analysis for the new contract, they have shared the Actuarial Valuation Report for the pool that the Authority would be included in should the employer of record be transitioned to the Authority. Utilizing the anticipated pool rate, responsible assumptions can be drawn to identify what the new weighted average would be for safety personnel. In the new pool, the weighted average for fire personnel is 29.05%. That is a reduction of 2.4% from the blended rate currently being charged to the Fire Departments' budget. This decrease would result in an estimated reduction in retirement cost to the fire department of \$182,817. This will, however, eliminate the subsidy that was created by pooling the lower fire benefits group with the higher police benefits group. It can be assumed that the police pool will continue to operate at its actual weighted average of 34.26% now paying its full burden for the benefits that department receives. As the included calculation demonstrates, the anticipated increase to the PD normal cost is \$267,550.

In summary, the anticipated overall increase to the normal cost, across both the City safety contract and the new Authority safety contract, is \$84,733 which represents the difference between the FD savings and subsequent PD increase. There is no projected change to the UAL as a result of the transition. The new Authority contract will be a fresh start and the existing UAL in the City contract will continue to be calculated in the same manner as it is currently.

13.2 Normal Cost

<u>Description</u>	<u>Rate</u>	<u>Fiscal Impact</u>
Fire Personnel New Normal Cost	29.05%	\$ (182,817.00)
Police Personnel New Normal Cost	34.26%	\$ 267,550.00
Total Normal Cost Increase/(Decrease)		\$ 84,733.00

What is Unfunded Accrued Liability?

UAL is the difference between the value of each employee's pension and the market value of the funds CalPERS has invested for each employee's pension. For vested employees with more than five years of



CalPERS service the value of their pension includes a factor from their retirement formula related to their current age, times the number of years of service they have worked multiplied against a highest 12 months of earnings over one or three years on their hire date and formula. And the monies CalPERS uses to pay the pension come from the employee's contributions, their employer's contributions, and investment income earned by CalPERS. For employees with less than five years of service in CalPERS, the value of their pension consists of the money they have personally contributed to their retirement.

While this example is simplified a bit, the combination of the previous employee pension amount values as of a specific valuation date is essentially the "Value of the Agency's (employer's) pension. And, the Market Value of the assets CalPERS have invested at that same valuation date is the amount CalPERS has to meet the pension obligation. The reality is a little more complicated than this which is why we use actuaries to calculate pension obligations.

In plain speak, if every one of an Agency's employees who were eligible to, decided to retire on the same day, and those that were not eligible took the share of their pension they contributed and left that same day also, the value of money CalPERS would need to pay everyone out would materially equal the Accrued value of that agency's Pension Benefits. For the above payout to occur, CalPERS would need to have the funds for that exodus invested and the market value of those investments at sale would need to equal the amount necessary to pay off the exiting employees.

The difference between what the market value of the funds that CalPERS has invested on behalf of an agency's employees "the market value of the CalPERS assets" and the amount it would take to pay everyone the value of their retirement or cash out employee contributions for folks with less than five years as of a specific date, is the agency's Unfunded Accrued Liability. This number can grow in years where investment returns are low. For example, CalPERS has been estimating a 7% return on their investments but posted only a little over 4% last year. Therefore, everyone's UAL will grow in the next actuarial evaluation.



13.2.1 CalPERS Plan Rates

CalPERS Actuarial Valuation - June 30, 2018
Safety Plan of the City of Tracy
CalPERS ID: 3260816880

Required Contributions

		Fiscal Year
Required Employer Contribution		2020-21
Employer Normal Cost Rate		21.845%
<i>Plus, Either</i>		
1) Monthly Employer Dollar UAL Payment	\$	271,626
<i>Or</i>		
2) Annual UAL Prepayment Option*	\$	3,151,089
Required PEPR Member Contribution Rate		13.00%
The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly in dollars). * Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31). Any prepayment totaling over \$5 million requires a 72-hour notice email to FCSD_public_agency_wires@calpers.ca.gov. Plan Normal Cost contributions will be made as part of the payroll reporting process. If there is contractual cost sharing or other change, this amount will change. In accordance with Sections 20537 and 20572 of the Public Employees' Retirement Law, if a contracting agency fails to remit the required contributions when due, interest and penalties may apply. For additional detail regarding the determination of the required contribution for PEPR members, see Appendix D. Required member contributions for Classic members can be found in Appendix B.		

	Fiscal Year	Fiscal Year
	2019-20	2020-21
Normal Cost Contribution as a Percentage of Payroll		
Total Normal Cost	30.981%	31.489%
Employee Contribution ¹	9.334%	9.644%
Employer Normal Cost ²	21.647%	21.845%
Projected Annual Payroll for Contribution Year	\$ 17,295,970	\$ 18,538,061
Estimated Employer Contributions Based On Projected Payroll		
Total Normal Cost	\$ 5,358,464	\$ 5,837,448
Employee Contribution ¹	1,614,406	1,787,811
Employer Normal Cost ²	3,744,058	4,049,637
Unfunded Liability Contribution	2,827,833	3,259,512
% of Projected Payroll (illustrative only)	16.350%	17.583%
Estimated Total Employer Contribution	\$ 6,571,891	\$ 7,309,149
% of Projected Payroll (illustrative only)	37.997%	39.428%

¹ For classic members, this is the percentage specified in the Public Employees' Retirement Law, net of any reduction from the use of a modified formula or other factors. For PEPR members, the member contribution rate is based on 50 percent of the normal cost. A development of PEPR member contribution rates can be found in Appendix D. Employee cost sharing is not shown in this report.

² The Employer Normal Cost is a blended rate for all benefit groups in the plan. A breakout of normal cost by benefit group is shown in Appendix D.



13.2.2 Normal Cost by Benefit Group

CalPERS Actuarial Valuation – June 30, 2018
 Safety Plan of the City of Tracy
 Participant Data

Appendix D

Normal Cost by Benefit Group

The table below displays the Total Normal Cost broken out by benefit group for Fiscal Year 2020-21. The Total Normal Cost is the annual cost of service accrual for the fiscal year for active employees and can be viewed as the long-term contribution rate for the benefits contracted. Generally, the normal cost for a benefit group subject to more generous benefit provisions will exceed the normal cost for a group with less generous benefits. However, based on the characteristics of the members (particularly when the number of actives is small), this may not be the case. Future measurements of the Total Normal Cost for each group may differ significantly from the current values due to such factors as: changes in the demographics of the group, changes in economic and demographic assumptions, changes in plan benefits or applicable law.

Rate Plan Identifier	Benefit Group Name	Total Normal Cost FY 2020-21	Number of Actives	Payroll on 6/30/2018
4924	Safety Fire First Level	N/A	0	N/A
25160	Safety Fire PEPRA Level	26.487%	13	1,109,853
25161	Safety Police PEPRA Level	30.524%	17	1,611,992
30696	Safety Police Second Level	40.357%	18	1,863,657
30697	Safety Police First Level	33.396%	52	6,154,299
30698	Safety Fire Second Level	28.172%	59	6,403,538

Note that if a Benefit Group above has multiple bargaining units, each of which has separately contracted for different benefits such as Employer Paid Member Contributions, then the Normal Cost split does not reflect those differences. Additionally, if a 2nd Level Benefit Group amended to the same benefit formula as a 1st Level Benefit Group their Normal Costs may be dissimilar due to demographic or other population differences. In these situations you should consult with your plan actuary.

13.3 Health and Other Benefits

The Authority explored several options to provide employee health benefits including remaining on City health benefits, rejoining CalPERS Health Plans, and a fiduciary agreement with Keenan and Associates, a public agency benefits broker. The Authority is committed to providing consistent levels and costs of employee benefit options and services including medical, dental, vision, life, long-term and short-term disability, and voluntary plans as employees have currently. For medical benefits, the Authority has accepted bids from three health care providers: CalPERS Health, Fire Districts Association of California Employment Benefits Authority (FDAC EBA), Special Districts Risk Management Association (SDRMA), and continues to work with the City of Tracy on transitional continuation of benefits through the City.



13.4 Medical Benefits

Medical benefits were one of the key components which posed significant potential impacts to the transition process in addition to a potential fiscal impact on the member agencies. A Health Benefits Committee was established, and all fire authority employees were invited to participate. The committee initially met in May of 2019 to start collecting information and input from the transitioning employees. Management provided direction to find cost-neutral benefit plan options. The committee explored the feasibility of rejoining the CalPERS Health Benefits program. Committee members attended some CalPERS Health Benefit training workshops and worked with a medical benefit consultant to offer alternative health plan options as well as additional medical benefit plans. The quotes came back with varying levels of premium increases or ongoing minimum employer contributions.

Staff reviewed medical care options and benefits from CalPERS, FDAC-EDA, SDRMA, and an option to remain on the City's current Kaiser plan if allowed under Kaiser's contract for services with the City of Tracy. 2021 rates for the four plans are listed below.

	Employee Only	Employee +1	Employee +2 or more
CalPERS	813.64	1627.28	2115.46
FDAC EBA	837.72	1667.20	2164.85
SDRMA	938.00	1854.00	2402.00
City of Tracy	786.27	1572.54	2044.30

The above chart shows the City of Tracy as the least expensive option for 2021. However, the Authority has learned that 2022 will portray a different relationship between the plans once employee transition is completed. In 2022, it is anticipated that the City of Tracy will experience greater than a 10% increase in health care costs. The underwriters for Kaiser, have shared that the actuarial assumptions used to calculate the rate for the City of Tracy, will yield a smaller increase for the Authority than that of the City of Tracy once the Authority personnel are transitioned. The Authority will be able to obtain quotes related to the transfer upon providing Kaiser with an intention to separate from the City of Tracy group plan. Separation from the Tracy group plan is anticipated to occur on 1/1/2022.

13.4.1 CalPERS Health Plans

In FY 2020 the Authority reviewed CalPERS health plans with coverage benefits most closely resembling the current City plan benefits and had 2020 rates below the City's 2020 plan

CalPERS Health Program is governed by the Public Employees' Medical & Hospital Care Act (PEHMCA). PEHMCA has provisions that create both additional savings as well as explicit liabilities that non-PEHMCA plans do not have. This section calculates both the savings and additional costs unique to PEHMCA benefits to identify their true fiscal impacts to accurately compare total plan costs. Although CalPERS Health had the



15.1.2 Impacts and Coverage C

most competitive 2021 rates when compared to the FDAC EBA and SDRMA plans, the PEHMCA regulated explicit subsidy resulted in additional considerations that required an actuarial analysis be performed for accurate comparison which is discussed in more detail later in this report.

Although the 2020 CalPERS health plan rates were less expensive than the current City of Tracy's 2020 health plan rates, the City's ability to maintain no increases for the first time in several years in comparison to CALPERS Health 5.9% increase to their 2021 Kaiser plan rates yielded the City's Kaiser premium just below CALPERS Health's Kaiser rate for the calendar year. Both rates will likely fluctuate from year to year depending on rate adjustments which are negotiated on an annual basis. It can be safely assumed that CalPERS rates are substantially similar to the City of Tracy's negotiated rates.

Along with the explicit subsidy, which is discussed in more detail below, CalPERS uniquely offers additional savings which were also given consideration. Because of their size (roughly 1.5 million participants), CalPERS, unlike all other plan options considered, does not have membership participation requirements. The Authority can realize financial savings by offering the current cash in lieu benefit, (at significant savings to the Authority) to the employees who are currently excluded from utilizing this option due to the City of Tracy's current medical provider's required participation rate. Staff has identified eight employees who currently have access to spousal coverage, yet currently receive additional medical benefits (at a much higher cost to the Authority) because of this in lieu restriction. If provided the ability to offer these employees medical in lieu, the Authority would recognize additional savings. This savings is then reduced by the 2017 US Supreme Court decision to uphold the Ninth Circuit Court of Appeals' decision in *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016). As illustrated, this ruling erodes \$28,845 of the (\$59,439) savings anticipated as a result of removing the current medical in-lieu restriction. This reduction leaves a net savings of (\$30,594) before factoring in the explicit subsidies unique to PEHMCA benefits.

An **explicit subsidy** occurs when an employer contributes or pays money directly to or on behalf of an employee for a benefit or something of value. The actuarial firm Macleod Watts performed the actuarial analysis necessary to determine the annual impacts of the explicit subsidy which are identified and represented in the following section.

After calculating the annual amount needed to fund the explicit subsidy and offsetting the savings which are unique to the CalPERS plan offerings, it is anticipated the impact of transitioning all medical benefits will result in an annual increase \$93,776 if CALPERS Health is chosen and \$137,617 if FDAC EBA plans are chosen. The SDRMA quote was not factored as the plans had benefits materially below the current City of Tracy coverages. In addition to decreased benefits, the SDRMA plans cost 17.5% more than current City of Tracy rates and 13.5% more than CALPERS Health premiums. Regardless of which plan is chosen, either of the modest health insurance cost increases will be offset from savings in areas of greater efficiencies such as reduced IT Services and workers compensation costs.

In addition to working with CalPERS Health Benefits Division to procure health plan coverage, Authority Staff worked with Keenan & Associates (a local medical benefit consultant who specializes in health benefit plans for public agencies) to secure the additional medical benefits needed to transition employees. These plans include: Dental, Vision, Life Insurance/Accidental Death and Dismemberment, Section 125 (FSA), Employee Assistance Program, and Employee Paid Voluntary Benefits.



15.1.2 Impacts and Coverage C

Of the 76 current fire department employees, only 60 currently participate in the Kaiser plans provided by the City. Although Authority staff has no way of recognizing the complete impact of removing those 60 personnel from the City health plans, we have been advised by our consultant that rates are not generally impacted unless the pool fall bellows 100 participants. Removing the 60 fire employees would not place the City in jeopardy of approaching that threshold.

13.4.2 Anticipated Coverage Cost

City Of Tracy Anticipated Coverage Cost

Health							
Employee Only		Employee +1		Employee + Family		Total Cost	
Kaiser HMO	11	\$786.27	1	\$1,572.54	48	\$2,044.30	\$108,347.91
Kaiser POS	0	\$1,162.75	6	\$2,325.51	3	\$3,023.16	\$23,022.54
Kaiser PPO	0	\$1,707.07	0	\$3,414.15	0	\$4,438.39	\$0.00
Waived					12	\$903.67	\$10,844.04
						TOTAL	\$142,214.49
Vision							
Employee + Family						Total Cost	
VSP			61		\$14.91		\$909.51
Dental							
Employee + Family						Total Cost	
Delta Dental			56		\$75.37		\$4,220.89
Bright Now Dental			5		\$73.13		\$365.65
						TOTAL	\$4,586.54
Life & ADD							
Employee + Family						Total Cost	
Supression			68		\$11.50		\$782.00
Fire Chief			1		\$51.75		\$51.75
Admin			7		\$11.50		\$80.50
Confidential			5		\$34.50		\$172.50
						TOTAL	\$1,086.75

Total Estimated City of Tracy Monthly Premiums \$ 148,797.29

FDAC EBA

Health							
Employee Only		Employee +1		Employee + Family		Total Cost	
Kaiser HMO	11	\$837.72	1	\$1,667.20	48	\$2,164.85	\$114,794.92
Blue Shield	0	\$1,232.10	6	\$2,464.49	3	\$3,203.44	\$24,397.26
Waived					12	\$903.67	\$10,844.04
						TOTAL	\$150,036.22
Vision							
Employee Only		Employee +1		Employee + Family		Total Cost	
VSP	9	\$8.70	5	\$17.41	47	\$23.57	\$1,273.14
Dental							
Employee + Family						Total Cost	



15.1.2 Impacts and Coverage C

	Delta Dental	61	\$135.70	\$8,277.70
<i>Life & ADD</i>				
			Employee + Family	Total Cost
	Supression	68	\$7.15	\$486.20
	Fire Chief	1	\$32.63	\$32.63
	Admin	7	\$7.25	\$50.75
	Confidential	5	\$21.75	\$108.75
			TOTAL	\$678.33

Estimated SSJCFA Monthly Premiums	\$	160,265.39
Gross Monthly Cost (Decrease)/Increase	\$	11,468.10
Gross Annual Cost (Decrease)/Increase	\$	137,617.16

CALPERS Health Plans

<i>Health</i>							
Employee Only			Employee +1			Employee + Family	
Kaiser HMO	9	\$813.64	0	\$1,627.28	45	\$2,115.46	\$102,518.46
Calpers	0	\$799.00	5	\$1,725.00	2	\$2,199.00	\$13,023.00
Calpers Care		\$1,294.69		\$2,589.38		\$3,366.19	\$0.00
Waived					20	\$903.67	\$18,073.40
						TOTAL	\$133,614.86
<i>Vision</i>							
		Employee Only		Employee +1		Employee + Family	Total Cost
VSP	9	\$8.70	5	\$17.41	47	\$23.57	\$1,273.14
<i>Dental</i>							
						Employee + Family	Total Cost
				Delta Dental	61	\$135.70	\$8,277.70
<i>Life & ADD</i>							
						Employee + Family	Total Cost
				Supression	68	\$7.15	\$486.20
				Fire Chief	1	\$32.63	\$32.63
				Admin	7	\$7.25	\$50.75
				Confidential	5	\$21.75	\$108.75
						TOTAL	\$678.33

Estimated SSJCFA Monthly Premiums	\$	143,844.03
Gross Monthly Cost (Decrease)/Increase	\$	(4,953.26)
Gross Annual Cost (Decrease)/Increase	\$	(59,439.16)



14.0 OPEB ACTUARIAL REPORT

As highlighted in the previous section, CalPERS Health Program is governed by the Public Employees' Medical & Hospital Care Act (PEHMCA). PEHMCA has provisions that create both additional savings as well as explicit liabilities that non- PEHMCA plans do not have. This section calculates both the savings and additional costs unique to PEHMCA benefits in order to identify their true costs which allows us to accurately compare total plan costs.

The actuarial report was performed by Macleod Watts to determine the annual impacts of the explicit subsidy. As illustrated below, the normal cost is calculated to be \$58,484 annually which after factoring with the aforementioned savings results in a net increase from current benefits in the amount of \$27,890. However, since this is a new plan, and employees are transferring with credit for years served as employees of the member agencies, an OPEB UAL expense of \$65,886 annually will be owed for the next 20 years (amortization period), at which time it would be 100% funded leaving the \$58k normal cost as the sole explicit subsidy expense.

This report represents the actuarial calculation for the existing pool of employees. Where this liability will see additional employees causing increases to the OPEB in future years it will also see a reduction as the UAL is addressed through the calculated 20-year repayment plan which makes up \$65,886 (53%) of the identified and listed \$124,370 explicit subsidy prefunding. Unlike Pension UAL, the Morgan Stanley trust used to prefund this OPEB uses a more modest anticipated rate of return and includes more reliable and less volatile actuarial assumptions to consider when compared to retirement UAL's.

14.1 Impacts & Costs of Coverage

<u>Monthly Impact From Additional In Lieu</u>		
<u>(Flores Ruling)</u>		
<u>56 Hour Per Employee Qty</u>		
Overtime (lw/ FLSA)	52 hrs	290.19
Holiday Pay		72.62
FICA		13.10
Monthly Impact		375.91
<u>Total Monthly Impact</u>	6	2,255.43
<u>40 Hour Per Employee Qty</u>		
Overtime		31.28
Holiday Pay		29.79
FICA		13.10
Monthly Impact		74.18
<u>Total Monthly Impact</u>	2	148.35
Combined Monthly Impact	\$	2,403.78

<u>Total Annual Medical Benefits Impact at Transition</u>		
Gross Annual Cost (Decrease)/Increase	\$	(59,439.16)
Annual Additional Impact from Flores	\$	28,845.41
Ruling Annual Explicit Subsidy Normal Cost	\$	58,484.00
Annual Explicit Subsidy UAAL (20 Years)	\$	65,886.00
Net Annual Cost (Decrease)/Increase	\$	93,776.26



16.0 DEFERRED COMPENSATION

The City currently offers its employees access to two separate deferred compensation plans, AIG Valic and ICMA. Since over 77% of the fire department employees who participate in a deferred compensation plan do so with AIG Valic, Authority staff decided to establish a contract with AIG Valic to mirror this benefit provision. Authority staff has started the contract formation process with AIG Valic and are awaiting approval from the member agencies to move forward with the transition to finalize those contracts.

17.0 EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

In compliance with California Government Code Section 3507(a), the Authority has developed a resolution with associated reasonable rules and regulations for the administration of employer-employee relations. The Employer-Employee Relations Resolution provides procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees in recognized employee organizations. The Authority has consulted in good faith with representatives of recognized employee organizations related to the administration of employer-employee relations. The proposed Employer-Employee Relations Resolution is significantly similar to the City of Tracy's Employer-Employee Relations Ordinance.

Staff has prepared for Authority Board adoption, a resolution of the proposed Employer-Employee Relations rules and regulations by the Authority's Board of Directors (**Appendix G**).

18.0 LABOR RELATIONS – TERMS AND CONDITIONS OF EMPLOYMENT

Early in 2020, the Authority's Employee Relations Officer (ERO) identified the following exclusively recognized employee organizations which represent most Authority labor groups: The Tracy Firefighters Association and the South County Fire Chief Officers Association.

Authority Employee Relations Officer (ERO) received direction from the Authority Board of Directors to enter into discussions with the Tracy Firefighters Association (TFAA) and the South County Fire Chief Officers Association (SCFCOA) in preparation for the transition to a standalone agency. Staff met and conferred in good faith and reached tentative agreements with the TFAA and the SCFCOA which are also compliant with California Government Code §53292. It should be noted that the contracts on which the tentative agreements were based expire on June 30, 2021. The Authority ERO will offer to meet again with employee representative organizations once the results of the current negotiations between the City of Tracy and each recognized employee organization are concluded and the resulting agreements ratified. The details of the tentative agreement discussion meetings are reflected below.



18.1 Tracy Firefighters' Association Memorandum of Understanding

The tentative agreement is substantially similar to the current Memorandum of Understanding between the SCFOA and the City of Tracy with the following changes:

- Section 1.3 The following was added "The Authority shall recognize and maintain each employee's rank, date of hire, general seniority, and seniority in rank from the employee's service with the City."
- Section 5.1 Dates of salary increased that have already occurred were removed. There is no additional salary increased identified through the duration of this contract.
- Section 5.8 The language was changed to reflect the new proposed CalPERS contract. Employees hired after January 1, 2020 will fall under PEPRAs retirement rules.
- Section 5.11 Changed Deferred compensation language to remove the effective date and to make it continuous per the original agreement.
- Section 11.1 Vacation Leave-added an agreement to discuss vacation conversion from 40 to a 56-hour work week.
- Section 12.2 Changed sick leave accrual language to address change from semi-monthly to bi-weekly per a previous agreement with the City of Tracy.
- Section 16 Health Plan language was changed to reflect the proposed changes in Medical Benefits as proposed in this Employee Transition Plan. Change Health Care Cash out option to allow all members to have access to the cash-out option as presented in the Health Benefits proposal in the Employee Transition Plan.

18.2 South County Fire Chief Officers' Association Memorandum of Understanding

The tentative agreement is substantially similar to the current Memorandum of Understanding between the SCFCOA and the City of Tracy with the following changes:

- Section 1.3 The following was added "The Authority shall recognize each member of the Association's rank, date of hire, general seniority and seniority in rank as utilized and established by the City of Tracy prior to the enactment of this MOU."
- Section 5.1 Dates of salary increased that have already occurred were removed. There is no additional salary increased identified through the duration of this contract.
- Section 5.2 Pay periods were changed from semi-monthly to bi-weekly per a previous agreement with the City of Tracy.
- Section 7.1 Battalion Chief stipends were increased from \$60.00 per hour to \$77.00 to reflect the salary increases that had occurred in the predecessor contract. Language was also changed to further define when Battalion Chiefs would qualify to receive stipends.
- Section 10.3 Holiday-In-Lie Pay language was changed to reflect the change from semi-monthly to bi-



monthly pay, allowing the checks to be issued on or before December 15th and June 30th.

- Section 11.1 Vacation Leave language was changed remove a one-time vacation sell back option that had expired and to reflect the change from a semi-monthly pay period to a bi-weekly pay period per a previous agreement with the City of Tracy.
- Section 16 Medical Plan language was changed to reflect the proposed changes in Medical Benefits as proposed in this Employee Transition Plan.

18.3 Unrepresented Compensation and Benefits Plan

Staff worked with a Human Resources consultant to establish the Benefits and Compensation Plan for Unrepresented Units. Staff and the consultant evaluated the City of Tracy pay and benefits for each classification that will transition to the Authority that will not be represented. Unrepresented classifications were divided into the following four units; Professional and Technical, Administrative and Confidential, Non-Safety Management, and Safety Management classifications. Staff and the consultant evaluated the current salaries, benefits, terms and conditions of employment of the City of Tracy classifications that will be transitioning to the Authority. The salaries, benefits, terms and conditions of employment in the proposed Benefits and Compensation Plan for Unrepresented Units are substantially similar to the City of Tracy classifications.

Staff met with all employees that will be unrepresented and discussed the proposed benefit and compensation plan. The staff report recommending adoption by the Authority's Board of Directors, resolution, and a copy of the Compensation and Benefits Plan for Unrepresented Units is included in **Appendix H**.

The Fire Chief was hired by the Authority Board under a separate personnel employment contract.

As mentioned above, the City of Tracy is currently engaged in negotiations on labor agreements that will be effective July 1, 2021. The Authority is committed to honoring its agreement to provide to transitioning employees, materially similar terms and conditions of employment to those negotiated between the City of Tracy and recognized employee representative organizations. Therefore, the Authority ERO will offer representatives of recognized employee organizations who are currently representing members employed by the City of Tracy doing Authority work, to execute transitional agreements prior to October 1, 2021, affirming this intention and adopting similar terms and conditions of employment to those negotiated for the related July 1, 2021, labor agreements. Similar terms and conditions will be evidenced by signed, ratified, and approved, Memorandums of Understanding, Temporary Agreements, or Letters of Agreement between the City of Tracy and the recognized employee representative organizations.

The Authority has created the following draft agreements based on current wages, working conditions, and other terms and conditions of employment and proposed tentative agreements created prior to the current negotiation cycle at the City of Tracy. The Authority is committed to providing as similar as possible terms and conditions of employment to those employees doing Authority work have at the City of Tracy, therefore, the attached agreements will be further amended once negotiations conclude, and the resulting agreements related to Authority recognized employee representative organization are ratified and approved. The below draft agreements can be found in **Appendix H**

Authority and Tracy Fire Fighters Association Agreement
Authority and the SJC Fire Chief Officers Association Agreement



Resolution for the Unrepresented Employee Groups

The Fire Chief is an “at will” employee who serves at the pleasure of the Board of Directors. With the Board of Directors, the Fire Chief has executed a service contract which is also attached in **Appendix H**.

Staff will prepare and the Authority Board will adopt any necessary resolutions to adopt and enact the TFFA and SJCCOA agreements and terms and conditions of employment once amended to align with the conclusion of the City of Tracy negotiations and resulting agreements, as ratified by each organization, and the similarly amended agreement for the Unrepresented Employee Groups to affect compliance with CCR 53292.

19.0 EMPLOYEE TRANSITION

As detailed in the preceding sections of this plan, the Authority is systematically implementing a comprehensive system of Administrative, Fiscal, and Human Resources systems, plans, programs, and processes to prepare for the transition to full-service employer for approximately 80 employees on September 1, 2021. The following plans, as described earlier herein are prepared for Authority Board adoption and subsequent implementation:

- Classification and Compensation Plans
- Finance, Fiscal, Payroll, Auditing, and Internal Controls
- Risk Management, Workers’ Compensation, Disability and Leave Management
- Information Systems and Support, Payroll, Compliance, and Reporting
- Financial and Administrative Policies, and Personnel Rules
- Training and Development, Performance Management

The Authority acknowledges that systems of administration, personnel management, and operations are living systems that require effective implementation, training of staff, periodic assessment, maintenance, review, and modification for compliance or improvement on a regular basis. Plans for effective and successful implementation have been or are being developed and processes for ongoing assessment, maintenance, review, and modification have been incorporated into the above systems, plans, and programs. The current implementation processes are a starting point. The organization will continue to be agile and adaptive as conditions change. Staff realize that the Authority may evolve and arrive in a different place in six to twelve months requiring adjustments to the initial system, plan, and program implementations.

Authority employees will transition from employment at the City of Tracy to employment with the Authority in the same or a substantially similar position, rank, rate of pay, and benefits, and terms and conditions of employment, with all leave balances intact.

To transition personnel into Authority’s employment and thereby into the Authority personnel management systems the following tasks will need to be completed or confirmed as in process and set for completion before September 30, 2021.

Authority staff will prepare a Resolution to accept the agreements between member agencies for the disposition of Financial Matters as described below including the establishment of post-employment health care accounts; acceptance and memorialization of member agreements regarding the disposition of unfunded liability prior to



transition; disposition of responsibility for the ownership, maintenance, and repair of assets, infrastructure, and equipment.

The Authority and the City of Tracy will need to mutually agree in writing to terminate the Agreement Between City of Tracy and the South San Joaquin County Fire Authority Regarding the Employment of Personnel (Agreement), thereby waiving the 180-day notice period for Authority cancellation of the Agreement and create a new Inter-Agency Agreement for those services the Authority desires to contracted for from the City.

Authority Human Resources and Finance staff will prepare and send offer letters to employees, schedule appointments for hiring and benefits orientation and paperwork, as well as policy and systems training and orientation, provide contact and emergency call lists for all employees, injury and accident procedures, safety and other mandated training as appropriate, and allow for presentations by labor organizations for represented classifications.

19.1 Executed Agreement on Financial Matters

The following section is in accord with the intention and direction laid out in the 2/20/2018 Agenda Item #7,

19.1.1 Matters of Assets, Infrastructure, and Equipment

Authority members will develop and execute an agreement on issues such as asset, infrastructure, and equipment ownership, repair, and maintenance recognizing any existing language in the Dissolution Agreement as amended and any subsequent changes to the related assets, infrastructure, and equipment, ownership, and maintenance or repair responsibilities as a part of this transition process.

19.1.2 Matters of Current and Transitioning Employee Leave Balances

Each employee will be credited with the leave balances they have accumulated while employed at the City of Tracy and at the time of the transition. Prior to transition, staff will work with the City of Tracy to develop an official accounting of leave balances as of the day before transfer to validate the correct leave balances are forwarded and recorded in the employee transition process. Upon separation of employment from the Authority (post transition), employees will be paid for unused vacation and holiday hours.

Currently, collective bargaining agreements between the City and represented groups allow for the conversion of remaining sick leave hours to be monetized and utilized by retired employees for post-employment health care costs. A fund will be established by the Authority to manage post-employment health care accounts for employees that retire after the transition. Post-employment health care accounts for members who retire while employed by the City of Tracy will continue to be managed by the City of Tracy.

The assumption is that Authority salaries will remain consistent relative to City of Tracy salaries, resulting in no negative fiscal impact on member agencies. The cost of leave balances will be the same if the transition were to occur or not occur.

19.1.3 Matters of Former Employee Leave Balances

The 2018 Dissolution Agreement between the City of Tracy and the Tracy Rural Fire District established the leave balance cost allocation related to former employee leave balances for each agency. The following is the language in the February 20, 2018, dissolution agreement, between the City of Tracy and the Tracy Rural Fire District that established the obligations regarding accumulated leave balances:

Obligations Regarding Accumulated Leave of Personnel Previously Employed by District. Concurrently with the establishment of the Authority, the Parties entered into the Employment Agreement to address



their respective obligations regarding the costs of all sick leave and vacation leave accumulated ("**Accumulated Leave**") but not paid for employees who were still employed by District as of September 15, 1999 ("**District's Former Employees**") and subsequently hired by City.

- a. Existing Retirees' Accumulated Sick Leave. The current value of the Accumulated Sick Leave of District's Former Employees who retired while employed by the City prior to the effective date of this Agreement ("**Existing Retirees**"), is \$1,612, 026.01 and as further described in Exhibit A. District remains responsible for the total cost of Existing Retirees' Accumulated Sick Leave, including interest at the Local Agency Investment Fund rate earned by City, compounded annually. District shall remit payment to the City for its share of the current value of Existing Retirees' Accumulated Sick Leave by the Effective Date of this Agreement in the amount of \$233,214.73. City shall also remit payment for its share of sick leave accumulated by Existing Retirees during their employment with City by the Effective Date of this Agreement in the amount of \$957,168.10. The District's and the City's payments shall be deposited and maintained in a trust by City to pay for Existing Retirees' medical premiums. The district shall have no liability or responsibility for vacation accrual on behalf of any existing retirees.
- b. Accumulated Leave and Other Accruals of District's Former Employees. City and District shall jointly fund the cost of Accumulated Leave and any other accruals due to District's Former Employees who separate from City. The amount of Accumulated Leave and accruals, and the value of the Accumulated Leave and accruals shall be determined in accordance with the Memorandum of Understanding with the Tracy Firefighters Association ("MOU") in effect at the date of separation of each employee. The City's and District's respective contributions to cover the cost of the Accumulated Leave and accruals shall be in accordance with the MOU or any other agreement entered into by the District and City, in effect at the date of separation of each employee.
- c. Termination of Employment Agreement. The Parties further agree to terminate the Employment Agreement, effective July 1, 2018, and to release both Parties from its obligations, except for Section 5 of the Employment Agreement.

19.2 Meetings and Final Agreements with Recognized Employee Organizations

The Authority will sign an agreement with the two recognized employee representative organizations (TFFA and SCFCOA) as to the wages, benefits, and other terms and conditions of employment, seniority in service, seniority in class, and will engage in a meet and confer process over the impacts of this Transition Plan to their members. To accomplish this, the Authority will accept all changes to existing contracts at the City of Tracy that are negotiated during the 2021 negotiations process and engage in meet and confer discussions over matters related to the scope of bargaining and impacts of this Transition Plan including the transition of employees and the transfer of leave balances and seniority.

19.2.1 Seniority Lists

Initial "Seniority in Authority Service" will be based on the employee's continuous time measured from the employee's original hire date into fire service with the City of Tracy or the Tracy Rural Fire District with start dates adjusted to reflect lapse in service. "Seniority in Classification" (rank) will be based on the employee's continuous time in the employee's present classification based on the date they were originally placed in that classification by the City of Tracy or the Tracy Rural Fire District with start dates adjusted to reflect lapse in service. The seniority lists



comply with proposed labor agreements and the Personnel Policies for represented and unrepresented employees. The seniority lists have been provided to transitioning personnel and there have been no challenges to the seniority lists. The Seniority Lists will be adopted as part of the transition plan after meeting and conferring with the Authority recognized labor organizations. 19.3 Separation from City of Tracy and Offers of Employment from Authority

Each transition eligible employee will receive a letter designating some form of separation from the City of Tracy and a corresponding offer of employment from the Authority. In accord with California Government Code §53291, the Authority has prescribed qualifications and conditions under which employees of the City of Tracy may become employees of the Authority. Eligible employees are exclusively performing Authority business in their work with the City of Tracy, are employed by the City in good standing without serious disciplinary or investigatory matters, and are free from other matters that would preclude an employee from returning to the full essential functions of their position within a reasonable time frame as determined by legislation, a court of law, or a medical professional and ruled on by the Fire Chief based on the facts of each case. The decision of the Fire Chief is final in the matter of eligibility and not grievable.

19.4 Proposed Position Control Roster

The Position Control Roster establishes the number of approved positions within each approved job classification. The Position Control Roster identifies each employee who is assigned to an approved position within a classification. The Position Control roster is utilized for budget develop and to forecast future personnel costs. Additions to the Position Control Roster require approval of the Authority Board. The proposed Position Control Roster complies with the proposed Personnel Rules being considered for adoption.

The proposed Position Control Roster mirrors the approved positions that are currently recognized within the City Tracy with the following exceptions. The Authority will utilize a Fiscal Analyst and an Administrative Technician position the City of Tracy does not have. These two positions will give the District greater flexibility in scope than more specialized accounting positions would allow.

The Position Control Roster will be approved as part of the Authority's FY 21-22 budget process and is offered her as information. In September, the Authority will add the Tracy Hills station to the service area which will add 3 three additional firefighters and 3 additional engineers than are currently shown on the organizational chart or position control roster.

The Proposed Position Control Roster follows on the next page.



**South San Joaquin County Fire Authority
POSITION CONTROL ROSTER**

Class Code	Position Title	Division	CURRENT FY 21-20 w/Tracy Hills	PROPOSED FY 21-22 post transition	FY 21-20 Adopted
FULL TIME REGULAR ALLOCATIONS			6/1/2021	9/1/2021	
79	Administrative Assistant I	Admin & CRR	0.0	0.0	
80	Administrative Assistant II	Admin & CRR	2.0	2.0	
84	Administrative Technician	Administration	0.0	1.0	
20	Fire Division Chief*	Administration	3.0	2.0	
135	Human Resources Analyst II	Administration	0.0	0.0	
140	Emergency Medical Services Manager*	Administration	1.0	1.0	
132	Human Resources Analyst I	Administration	0.0	1.0	
70	Executive Assistant	Administration	1.0	1.0	
10	Fire Chief*	Administration	1.0	1.0	
182	Fiscal Analyst II*	Administration	0.0	1.0	
170	Building Permit Technician I	CRR	1.0	1.0	
100	Fire Inspector	CRR	3.0	3.0	
160	Plan Check Examiner	CRR	1.0	1.0	
90	Fire Marshal*	CRR	1.0	1.0	
50	Fire Engineer	Operations	24.0	24.0	
60	Firefighter	Operations (3FFIP)	27.0	27.0	
150	Fire Battalion Chief*	Operations	3.0	3.0	
62	Firefighter Trainee	Operations	0.0	0.0	
40	Fire Captain	Operation and Training (1)	25.0	25.0	
	TOTAL FULL-TIME EQUIVALENTS		93.0	95.0	

LIMITED SERVICE TEMPORARY POSITIONS			6/1/2021	9/1/2021	
121	Intern-Generalist	Full Authority Wide	2.0	2.0	
125	Project Specialist II	Full Authority Wide	1.0	1.0	
120	Fire Reserve	Operations	12.0	12.0	
	Total PT Temp positions FTE unknown		15.0	15.0	

*Classifications with asterisks are salaried



APPENDICES

Appendix A	Special District Risk Management Authority (SDRMA) Quote
Appendix B	Classification System
Appendix C	Compensation System
Appendix D	Administrative Policies and Personnel Rules
Appendix E	New CalPERS Contract
Appendix F	Amended JPA Agreement
Appendix G	Employer-Employee Relations Resolution
Appendix H	Employee Agreements & Terms and Conditions of Employment
Appendix I	Payroll Processing Information
Appendix J	Personnel File Structure



APPENDIX A

Special District Risk Management Authority
(SDRMA) Quote

16.1 WORKERS COMPENSATION/GENERAL LIABILITY QUOTE



1112 I Street, Suite 300
Sacramento, California 95814-2865
T 916.231.4141 or 800.537.7790 • F 916.231.4111

Maximizing Protection. Minimizing Risk. • www.sdrma.org

June 24, 2020

Chief Tad Nieve
Division Chief
South San Joaquin County Fire Authority
835 Central Avenue
Tracy, California 95376

Dear Chief Nieve,

Thank you for the opportunity to provide South San Joaquin County Fire Authority with this 2020-21 Property/Liability and Workers' Compensation Program quotation. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. We are confident that our Property/Liability Program offers the highest level of protection and service at the lowest possible rate.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. South San Joaquin County Fire Authority's quotation is as follows:

PROPERTY/LIABILITY PROGRAM QUOTATION

Coverage Limits: \$2.5 Million - July 1, 2020 through June 30, 2021 \$172,362.88
(Includes a 5% Multi-Program Discount, based on net package contribution)

WORKERS' COMPENSATION PROGRAM QUOTATION

Coverage: July 1, 2020 through June 30, 2021 \$578,883.12
(Includes a 5% Multi-Program Discount, based on an experience modification of 100%)

SCHEDULED PROPERTY

COVERAGE	TOTAL INSURED VALUE	DESCRIPTION
Property Inventory	\$0	0 scheduled structures and contents
Vehicle Inventory	\$4,389,050	29 scheduled vehicles
Comp and Collision	\$390,300	16 scheduled vehicles \$250/\$500 Comp/Coll Deductibles
Mobile Floater Equipment	\$0	0 mobile equipment items
Trailer Inventory	\$7,000	2 scheduled trailers
Estimated Payroll	\$11,825,000	81 FT EE's

SPECIAL DEDUCTIBLE

Employment Practices Liability	\$25,000	Per Occurrence

***see schedule of deductibles on program description**

Members can reduce their future year premiums through SDRMA's Credit Incentive Program (CIP). Credit incentives of up to 15% of the contribution can be earned for completion of approved risk management and training programs.

A proud California Special Districts
Alliance partner.

California Special Districts Association
1112 I Street, Suite 200
Sacramento, California 95814-2865
T 877.924.CSDA (2732) • F 916.442.7889

CSDA Finance Corporation
1112 I Street, Suite 200
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South San Joaquin County Fire Authority
Page 2

Please be advised that coverage may be bound upon submitting the following documentation:

- Adoption of a Resolution by the South San Joaquin County Fire Authority Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability and Workers' Compensation Programs for an initial 3-year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Completion of the Alliant Crime Policy application.
- The Adoption of the Resolution and Approval of the State Application for a Certificate to Self-Insure by South San Joaquin County Fire Authority.
- The Completion of the State Application for a Certificate to Self-Insure by the South San Joaquin County Fire Authority.
- Approval by SDRMA's Board of Directors of South San Joaquin County Fire Authority's membership in the Property/Liability and Workers' Compensation programs. (In the event the South San Joaquin County Fire Authority requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA underwriters are authorized to issue a 60-day conditional binder).
- Annual Membership in California Special Districts Association is required and separate from this quotation.

Upon receipt of all membership documents, SDRMA will forward pro-rated invoices for the annualized Property/Liability and Workers' Compensation Program contributions.

We look forward to South San Joaquin County Fire Authority's participation in the SDRMA Property/Liability and Workers' Compensation Programs. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us at 800.537.7790. All necessary membership documents will be sent to you upon notification of the District's decision to proceed with membership in the program.

Sincerely,
Special District Risk Management Authority

Ellen Mirabal Doughty, ARM
Chief Member Services Officer

A proud California Special Districts
Alliance partner.

California Special Districts Association
1112 I Street, Suite 200
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APPENDIX B

Classification System

APPENDIX B

Classification System



South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors MEETING DATE: Month XX, 2021

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM: ESTABLISH AND ADOPT A CLASSIFICATION SYSTEM, JOB CLASSIFICATIONS
AND ESTABLISH AND APPROVE RELATED CLASSIFICATION SPECIFICATIONS

RECOMMENDATION

It is recommended the Board of Directors establish and adopt the Authority's Classification System by taking the following actions:

1. Approve a Resolution establishing and adopting Job Classifications and establishing and approving related Job Classification Specifications.
2. Review Rules for the ongoing administration of the Authority's Classification Plan which will be adopted and approved in a separate action as part of the Authority's Personnel Rules.

BACKGROUND

In March of 2018 (effective date July 1, 2018), a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become employees of Authority. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention to enter in an employee pension contract with CalPERS.

DISCUSSION

Establishing an employee pension contract with CalPERS is a significant step in establishing a system of compensation and benefits for Authority employees and taking the first steps for the employ of personnel.

As directed by the new JPA Agreement and before any employee may be transferred in or hired by the Authority, an organization must have a personnel system in place that includes a system of job classification, compensation and benefits, risk management, payroll, and other key processes.

Government Code Section 53292 may be construed to require it. The language in CCR §53292 first requires that

[If a] "joint powers agency, or department decides to hire additional firefighters, it shall give first choice for the positions to be filled to firefighters employed by the dissolved or decreased district, joint powers agency, or department."

To provide "first choice" for positions implies that an organization has fair and equitable recruitment policy, procedures, and practices in place.

The following sentence,

"As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department," reinforces the need for such a framework.

Later in subsection (b) of the same section of 53292, the language points to forms of compensation, classification, and labor relations when it reads,

"Notwithstanding any other provision of law, where firefighters are hired as a result of the consolidation, ... the seniority or other employment rights of the employees of the district, joint powers agency, or fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department shall not be impaired as a result of the consolidation, merger, incorporation, annexation, or contract, except as agreed upon in a memorandum of understanding" [with each recognized employee organization.]

To continue to accomplish the intent of and mandate in the applicable government code and in the new JPA agreement Authority staff and members of the Transition Team have developed a Personnel Transition Plan that outlines and provides for the personnel system elements necessary to become an employer. Approval of the Resolution attached to this report will establish the Authority's classification plan, consisting of a master list of job classifications and related classification specifications.

Classification System

A classification system organizes Authority positions into standard classifications based on similarities in duties, responsibilities, and requirements; provides a classification specification for each position, and rules for current and ongoing administration of the classification plan. The Authority Classification System includes the following elements:

- Rules for ongoing administration of the Classification Plan (**Appendix A** and included in the Authority Personnel Rules for Adoption)
- A Classification Plan List (showing the hierarchy and title of approved Authority classifications)
- Classification Specifications (for each of the classes in the Classification List)
- Allocated Position Control Roster of currently approved positions
- An Organizational Chart

To comply with Cal. Government Code, §53292, firefighters who are currently employed by a member agency and hired into the Authority, must be given positions with rank and seniority comparable to that which they held in their previous employment. A standardized system of classifying positions allows entities like the Authority and the City of Tracy to know which positions and ranks are similarly classified. Rules of administration provide a roadmap for administering the system and identifying gaps in classification structure between entities. This allows the Authority to provide classifications for transitioning employees into the organization that are substantially like those they are leaving.

The 25 job classifications listed below cover the duties, responsibilities, knowledge, abilities, and complexity of the work completed by current positions at the Authority. For each of the 25 classifications a job classification specification has been created. These job classifications make up the classification plan for the Authority.

LIST OF AUTHORITY CLASSIFICATIONS (27)

Accounting Technician	Fire Marshal
Administrative Assistant I	Fire Reserve
Administrative Assistant II	Firefighter
Administrative Technician	Firefighter Trainee
Permit Technician I	Firefighter/Paramedic
Permit Technician II	Human Resources Analyst I
Emergency Medical Services Manager	Human Resources Analyst II
Executive Assistant	Human Resources Manager
Fire Battalion Chief	Intern-Generalist
Fire Captain	Fiscal Analyst I
Fire Chief	Fiscal Analyst II
Fire Division Chief	Plan Check Examiner
Fire Engineer	Project Specialist I/II
Fire Inspector	

Classification Plans are iterative in nature. Over time, the nature of the work may change, elements of the work change. Part of the administration of a classification plan is a periodic review of the system. From time to time, staff will return to this Board for authority to classify, reclassify, update, eliminate, add to, and improve the classifications, specifications, rules, and processes that make up this system.

For there to be consistency in the application of any system, there must be rules, either written or unwritten to govern processes and practices, and documentation to recall the past and inform the future. The Authority presents as **Attachment 1**, a set of rules for the application and ongoing maintenance of the classification system that include best practices, engagement, and methods of inquiry and appeal. The rules are included in the Authority Personnel Rules and are presented for approval as a separate staff report but included herein for reference.

Each Classification within the system has a written description called a job classification specification. During development of the classification structure for the Authority, the transition team conducted a comprehensive review of all job classifications created by the Authority and the related job classification specifications. Each was compared to those most similar at the City of Tracy and related to Authority work. The Team found that Authority classifications complied with federal and state laws and are materially like City of Tracy classifications assigned to employees currently performing Authority work.

Furthermore, Authority classifications were found to accurately and clearly defined the duties, responsibilities, and minimum qualifications of Authority positions. With few exceptions, the Authority's classifications mirror those of its member agencies for similar positions.

The transition team also reviewed, exempt and non-exempt status under the Federal Labor Standards Act, Equal Opportunity Employer considerations related to essential functions and minimum qualifications, and Workers Compensation class codes for each position. Information on Exempt/Non-Exempt status is also recorded on the Classification List in the packet.

Authority staff held discussions with employee labor organizations and met and conferred in good faith in anticipation of recognizing organizations and employing Authority personnel. The parties have asked questions, offered opinions, and exchanged information. Both parties agree on the classifications assigned to each unit and that they are materially like those at the City of Tracy.

Where there were entry and journey classifications within a series, both will be established to allow for organizational flexibility in the future. Substantive future changes to the Classification Plan will require adoption by the Authority Board.

Staff recommends the Authority Board approve the Establishment of Authority classifications, adoption of related class specifications, and review the rules provided as an appendix to this item. The Rules that govern current and future administration of the classification plan will be approved as part of the Authority Personnel Rules. Authority classification specifications are included in **Appendix A**.

Additional Personnel System Elements

A comprehensive system of personnel administration includes policies and plans and systems for compensation and benefits, risk management, payroll, and other key processes. Two of these items; a compensation plan and personnel policies (Authority Personnel Rules) will be

coming to you as a separate item.

Staff recommends the Authority Board take the following actions:

1. Approve a Resolution establishing and adopting Authority job classifications and establishing and approving related job classification specifications
2. Review Rules for the current and ongoing administration of the Classification Plan that will be adopted and approved as part of the Authority Personnel Rules

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDIX

1. Rules for Administration of the Authority's Classification Plan

ATTACHMENTS

1. Resolution establishing and adopting Authority classifications and adopting and approving related classification specifications.
 - Job Classification List
 - Job Classification Specifications

**South San Joaquin County Fire Authority
MASTER CLASSIFICATION LIST
Effective July 1, 2021**

Class Code	Position Title	Unit	Hourly Rate	Recommended Ongoing Admin	Division	Pension Plan	FLSA	
87	Accounting Technician	Unrepresented Admin-Clerical	A	31.5393	B	Administration and Finance	Misc	NE
79	Administrative Assistant I	Unrepresented Admin-Clerical	A	22.9969	10% below Class Code 80	Administration & CCR	Misc	NE
80	Administrative Assistant II	Unrepresented Admin-Clerical	A	25.5323	B	Administration & CCR	Misc	NE
84	Administrative Technician	Unrepresented Admin-Clerical	A	31.5393	Equal to Code 87	Administration		
170	Permit Technician I	Unrepresented Prof-Tech	A	27.8668	8% below Class Code	CRR	Misc	NE
172	Permit Technician II	Prof & Technical	A	30.0961	B	CRR	Misc	NE
140	Emergency Medical Services Manager*	Unrepresented Management	A	47.3445	B	Administration	Safety	E
70	Executive Assistant	Unrepresented Admin-Clerical	A	31.0589	B	Administration	Misc	NE
150	Fire Battalion Chief*	SCFOA	A	59.1423	B	Operations	Safety	E
40	Fire Captain	TFFA	A	45.0055	B	Ops & Trng	Safety	NE
10	Fire Chief*	Unrepresented	Min	86.7174	B	Administration	Safety	E
20	Fire Division Chief*	Unrepresented Management	A	70.8702	B	Ops & Admin	Safety	E
50	Fire Engineer	TFFA	A	39.6099	B	Operations	Safety	NE
100	Fire Inspector	Unrepresented Prof-Tech	A	38.1947	8% below Class Code	CRR	Misc	NE
90	Fire Marshal*	Unrepresented Management	A	62.2504	5.5% above Class Code	CRR	Safety	E
120	Fire Reserve	Limited Service	A	14.0000	Min Wage	Operations	Safety	NE
60	Firefighter	TFFA	A	35.0914	B	Operations	Safety	NE
62	Firefighter Trainee	Limited Service	A	24.5600	30% below Class Code 60	Operations	Safety	NE
61	Firefighter/Paramedic	TFFA	A	39.4798	B	Operations	Safety	NE
130	Human Resources Analyst I	Unrepresented Management	A	37.8805	15% below Class Code 132	Administration	Misc	E
132	Human Resources Analyst II	Unrepresented Management	A	43.5613	B	Administration	Misc	E
135	Human Resources Manager	Unrepresented Management	A	58.2908	B	Administration	Misc	E
121	Intern-Generalist	Limited Service	A	17.5000	25% above minimum wage	Fire Authority Wide	N/A	NE
180	Fiscal Analyst I*	Unrepresented Admin-Clerical	A	36.9638	13% below Class Code	Administration and Operations	Misc	E
182	Fiscal Analyst II*	Unrepresented Admin-Clerical	A	42.5072	B	Administration and Operations	Misc	E
160	Plan Check Examiner	Unrepresented Prof-Tech	A	41.2023	B	CRR	Misc	NE
125	Project Specialist III	Limited Service	Min	14.0000	Min Wage	Fire Authority Wide	N/A	NE
			Max	43.3500				
	* Classifications with asterisks are salaried							

Class Code	Position Title
87	Accounting Technician
79	Administrative Assistant I
80	Administrative Assistant II
84	Administrative Technician
170	Permit Technician I
172	Permit Technician II
140	Emergency Medical Services Manager*
70	Executive Assistant
150	Fire Battalion Chief*
40	Fire Captain
10	Fire Chief*
20	Fire Division Chief*
50	Fire Engineer
100	Fire Inspector
90	Fire Marshal*
120	Fire Reserve
60	Firefighter
62	Firefighter Trainee
61	Firefighter/Paramedic
130	Human Resources Analyst I
132	Human Resources Analyst II
135	Human Resources Manager
121	Intern-Generalist
180	Fiscal Analyst I*
182	Fiscal Analyst II*
160	Plan Check Examiner
125	Project Specialist I/II

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY ESTABLISHING AND ADOPTING A CLASSIFICATION SYSTEM AND PLAN, AND AUTHORITY JOB CLASSIFICATIONS, APPROVING RELATED JOB CLASSIFICATION SPECIFICATIONS, AND RULES FOR THE CURRENT AND ONGOING ADMINISTRATION OF THE CLASSIFICATION PLAN

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to become a standalone organization and employ personnel; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority desires to establish, approve, and adopt a uniform set of Job Classifications and related classification specifications for addressing and administering personnel matters; and

WHEREAS, The Job Classifications constitute a portion of the Authority's personnel system and comply with the Classification Plan as set forth by the Authority Personnel Rules (Rules); and

WHEREAS, These Job Classifications supersede any prior Job Classifications and may be changed only upon approval of the Authority Board; and

WHEREAS, The Authority has developed rules for ongoing administration of the Classification Plan and an implementation plan and schedule to communicate and disseminate the Job Classifications throughout the organization; and

WHEREAS, As a part of that implementation plan, the Authority has consulted in good faith regarding the impacts of these Job Classifications with recognized employee organizations.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolution hereby approves and adopts the Authority's Classification System, establishes and adopts Job Classifications and approves related Job Classification Specifications as set forth in Attachment A, effective **Month XX, 2021**.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the _____ day of **Month** 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair



South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors MEETING DATE: Month XX, 2021

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM: ESTABLISH AND ADOPT A CLASSIFICATION SYSTEM, JOB CLASSIFICATIONS
AND ESTABLISH AND APPROVE RELATED CLASSIFICATION SPECIFICATIONS

RECOMMENDATION

It is recommended the Board of Directors establish and adopt the Authority's Classification System by taking the following actions:

1. Approve a Resolution establishing and adopting Job Classifications and establishing and approving related Job Classification Specifications.
2. Review Rules for the ongoing administration of the Authority's Classification Plan which will be adopted and approved in a separate action as part of the Authority's Personnel Rules.

BACKGROUND

In March of 2018 (effective date July 1, 2018), a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become employees of Authority. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention to enter in an employee pension contract with CalPERS.

DISCUSSION

Establishing an employee pension contract with CalPERS is a significant step in establishing a system of compensation and benefits for Authority employees and taking the first steps for the employ of personnel.

As directed by the new JPA Agreement and before any employee may be transferred in or hired by the Authority, an organization must have a personnel system in place that includes a system of job classification, compensation and benefits, risk management, payroll, and other key processes.

Government Code Section 53292 may be construed to require it. The language in CCR §53292 first requires that

[If a] "joint powers agency, or department decides to hire additional firefighters, it shall give first choice for the positions to be filled to firefighters employed by the dissolved or decreased district, joint powers agency, or department."

To provide "first choice" for positions implies that an organization has fair and equitable recruitment policy, procedures, and practices in place.

The following sentence,

"As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department," reinforces the need for such a framework.

Later in subsection (b) of the same section of 53292, the language points to forms of compensation, classification, and labor relations when it reads,

"Notwithstanding any other provision of law, where firefighters are hired as a result of the consolidation, ... the seniority or other employment rights of the employees of the district, joint powers agency, or fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department shall not be impaired as a result of the consolidation, merger, incorporation, annexation, or contract, except as agreed upon in a memorandum of understanding" [with each recognized employee organization.]

To continue to accomplish the intent of and mandate in the applicable government code and in the new JPA agreement Authority staff and members of the Transition Team have developed a Personnel Transition Plan that outlines and provides for the personnel system elements necessary to become an employer. Approval of the Resolution attached to this report will establish the Authority's classification plan, consisting of a master list of job classifications and related classification specifications.

Classification System

A classification system organizes Authority positions into standard classifications based on similarities in duties, responsibilities, and requirements; provides a classification specification for each position, and rules for current and ongoing administration of the classification plan. The Authority Classification System includes the following elements:

- Rules for ongoing administration of the Classification Plan (**Appendix A** and included in the Authority Personnel Rules for Adoption)
- A Classification Plan List (showing the hierarchy and title of approved Authority classifications)
- Classification Specifications (for each of the classes in the Classification List)
- Allocated Position Control Roster of currently approved positions
- An Organizational Chart

To comply with Cal. Government Code, §53292, firefighters who are currently employed by a member agency and hired into the Authority, must be given positions with rank and seniority comparable to that which they held in their previous employment. A standardized system of classifying positions allows entities like the Authority and the City of Tracy to know which positions and ranks are similarly classified. Rules of administration provide a roadmap for administering the system and identifying gaps in classification structure between entities. This allows the Authority to provide classifications for transitioning employees into the organization that are substantially like those they are leaving.

The 25 job classifications listed below cover the duties, responsibilities, knowledge, abilities, and complexity of the work completed by current positions at the Authority. For each of the 25 classifications a job classification specification has been created. These job classifications make up the classification plan for the Authority.

LIST OF AUTHORITY CLASSIFICATIONS (27)

Accounting Technician	Fire Marshal
Administrative Assistant I	Fire Reserve
Administrative Assistant II	Firefighter
Administrative Technician	Firefighter Trainee
Permit Technician I	Firefighter/Paramedic
Permit Technician II	Human Resources Analyst I
Emergency Medical Services Manager	Human Resources Analyst II
Executive Assistant	Human Resources Manager
Fire Battalion Chief	Intern-Generalist
Fire Captain	Fiscal Analyst I
Fire Chief	Fiscal Analyst II
Fire Division Chief	Plan Check Examiner
Fire Engineer	Project Specialist I/II
Fire Inspector	

Classification Plans are iterative in nature. Over time, the nature of the work may change, elements of the work change. Part of the administration of a classification plan is a periodic review of the system. From time to time, staff will return to this Board for authority to classify, reclassify, update, eliminate, add to, and improve the classifications, specifications, rules, and processes that make up this system.

For there to be consistency in the application of any system, there must be rules, either written or unwritten to govern processes and practices, and documentation to recall the past and inform the future. The Authority presents as **Attachment 1**, a set of rules for the application and ongoing maintenance of the classification system that include best practices, engagement, and methods of inquiry and appeal. The rules are included in the Authority Personnel Rules and are presented for approval as a separate staff report but included herein for reference.

Each Classification within the system has a written description called a job classification specification. During development of the classification structure for the Authority, the transition team conducted a comprehensive review of all job classifications created by the Authority and the related job classification specifications. Each was compared to those most similar at the City of Tracy and related to Authority work. The Team found that Authority classifications complied with federal and state laws and are materially like City of Tracy classifications assigned to employees currently performing Authority work.

Furthermore, Authority classifications were found to accurately and clearly defined the duties, responsibilities, and minimum qualifications of Authority positions. With few exceptions, the Authority's classifications mirror those of its member agencies for similar positions.

The transition team also reviewed, exempt and non-exempt status under the Federal Labor Standards Act, Equal Opportunity Employer considerations related to essential functions and minimum qualifications, and Workers Compensation class codes for each position. Information on Exempt/Non-Exempt status is also recorded on the Classification List in the packet.

Authority staff held discussions with employee labor organizations and met and conferred in good faith in anticipation of recognizing organizations and employing Authority personnel. The parties have asked questions, offered opinions, and exchanged information. Both parties agree on the classifications assigned to each unit and that they are materially like those at the City of Tracy.

Where there were entry and journey classifications within a series, both will be established to allow for organizational flexibility in the future. Substantive future changes to the Classification Plan will require adoption by the Authority Board.

Staff recommends the Authority Board approve the Establishment of Authority classifications, adoption of related class specifications, and review the rules provided as an appendix to this item. The Rules that govern current and future administration of the classification plan will be approved as part of the Authority Personnel Rules. Authority classification specifications are included in **Appendix A**.

Additional Personnel System Elements

A comprehensive system of personnel administration includes policies and plans and systems for compensation and benefits, risk management, payroll, and other key processes. Two of these items; a compensation plan and personnel policies (Authority Personnel Rules) will be

coming to you as a separate item.

Staff recommends the Authority Board take the following actions:

1. Approve a Resolution establishing and adopting Authority job classifications and establishing and approving related job classification specifications
2. Review Rules for the current and ongoing administration of the Classification Plan that will be adopted and approved as part of the Authority Personnel Rules

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDIX

1. Rules for Administration of the Authority's Classification Plan

ATTACHMENTS

1. Resolution establishing and adopting Authority classifications and adopting and approving related classification specifications.
 - Job Classification List
 - Job Classification Specifications

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

ACCOUNTING TECHNICIAN

Class Title:	Accounting Technician	Class Code:	087
Division(s):	Administration and Finance	Unit:	Unrepresented - AC
EEO Code:	80	Effective Date:	7/1/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision, the Accounting Technician performs a variety of technical accounting duties involving the maintenance and operations of the Authority's disbursement system and provides technical assistance to professional level staff in the maintenance and operations of financial systems; provides technical staff assistance to other Authority staff regarding payables or other fiscal data.

DISTINGUISHING CHARACTERISTICS

This is a paraprofessional classification performing complex accounting work, involving the preparation of statistical and analytical reports with technical accounting responsibilities. Accounting Technicians must have a keen sense of detail, perform accurate work, and complete projects accurately under firm deadlines with a fair amount of independence.

SUPERVISION RECEIVED AND EXERCISED

The Accounting Technician receives general supervision from management staff; the Accounting Technician may exercise technical and functional supervision over clerical staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Provide technical information and instruction regarding applicable procedures and methods; interpret and explain rules and regulations; answer questions and resolve problems or complaints.
- Prepare and monitor Authority disbursements, prepare checks, and oversee distribution and mailing of checks to vendors or claimants.
- Establish and maintain a variety of accounts and records; assign codes and numbers as needed.
- Maintain all payable records including requisitions, purchase orders, invoices, vouchers, check registers, and other files and records for reporting and auditing purposes.
- Audit invoices against purchase orders; verify encumbrances; research discrepancies; prepare payment request vouchers; prepare warrant list for presentation to the Authority

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Board of Directors; prepare billings and related correspondence for accounts receivable; institute small claims action when necessary.

- Research and answer vendor, employee, and division questions regarding the status of accounts, payments, and the proper coding of transactions.
- Maintain various ledgers, registers, and journals according to established accounting policies and procedures.
- Maintain Authority fixed asset recording system; impact and update asset data; prepare and reconcile reports; tag asset items; perform field inspection and inventory of fixed assets.
- Assist professional level staff with operations and maintenance of budget, capital improvement program, internal service charging, cash reconciliation and purchasing.
- Perform complex accounting support duties within the Authority's accounting system including the areas of payroll, accounts receivable and accounts payable.
- Open and close accounts; receive and input payments and deposits.
- Maintain records of receivables; prepare invoices; prepare monthly billings for miscellaneous charges including landfill usage, airport rental spaces, damage charges and other services.
- Prepare and monitor the Authority's payroll; audit all time sheets and verify for accuracy including balancing and reconciling payroll and time off reports, deduction reports and payroll tax returns.
- Confer with Authority divisions and individuals regarding changes in payroll status and deduction changes; respond to questions from divisions regarding account numbers, balances, and correction of posting errors; provide technical information and instruction to divisional personnel regarding procedures and methods involved in processing payroll; interpret and explain rules and regulations involving payroll.
- Prepare list and maintain files of Authority vendors and partner agencies, forward copies of listings to other divisions.
- Close cash and receipts register daily, post to financial system.
- Prepare reports on revenues and expenditures.
- Prepare and input journal entries into general ledger system; prepare revenues and expenditure reports as directed.
- Research background information, compile and prepare a variety of statistical and financial reports. Audit and maintain files and records; prepare periodic reports.
- Prepare various reconciliation, such as cash and accounts receivable.
- Operate a variety of computer, office and communication equipment and programs in while performing assigned duties.
- Perform related duties as assigned

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Generally accepted accounting principles.
- Basic principles and practices of governmental accounting and financial record keeping.
- Advanced bookkeeping principles.
- Modern office procedures, methods, and computer equipment.
- Personal computer applications and programs, such as Microsoft Word and Excel.
- Record keeping practices and procedures.
- Principles of business mathematics.

Demonstrated Ability to:

- Maintain and balance a variety of financial records, ledgers and accounts.
- Perform varied technical accounting work.
- Operate a typewriter, calculator, personal computer, computer terminal and other office equipment.
- Maintain a variety of files.
- Type at a speed necessary for successful job performance.
- Perform procedures in an organized and accurate manner.
- Accurately count, record and balance assigned transactions.
- Understand and carry out oral and written instructions.
- Establish and maintain cooperative working relations with those contacted in the course of work.
- Provide quality customer service.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three (3) years of increasingly responsible clerical accounting and bookkeeping experience. Government accounting experience is desirable.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Education and Training:

Equivalent to completion of the twelfth grade supplemented by two years specialized training or college level accounting courses.

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

Phones; frequent use of personal computer and printer, including word processing spreadsheet software; statistical computer programs and software; copy machine; postage machine; fax machine; base radio; 10-key calculator, typewriter, shredder, and standard office equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. May be expected to lift and move containers weighing up to 15 pounds. Person must be able to read 8 pitch print and decipher long handwriting of other people.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderately noisy. There may be intermittent interruptions from phones, public inquiries, and other staff.

<i>This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.</i>

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

ADMINISTRATIVE ASSISTANT I

Class Title:	Administrative Assistant I	Class Code:	079
Division(s):	Administration and CCR	Unit:	Unrepresented - AC
EEO Code:	80	Effective Date:	07/01/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under supervision, to perform a variety of clerical and administrative office support duties that are specialized to an assigned division; to provide receptionist duties, customer service to the public and internal customers, basic clerical accounting support and furnish accurate information and assistance regarding divisional policies and procedures; utilize a variety of computers, office equipment, programs, and software, and communication devices to process data and information, prepare documents, reports, schedules, and presentations; and to perform other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the entry level in the Administrative Assistant classification series. Incumbents perform an assigned range of duties and are expected to become more and more proficient at the full range of duties requiring more specialized knowledge and skills in an assigned area. Incumbents may possess or acquire through the performance of duties, technical or functional expertise in a program area.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from management or higher-level administrative office support staff.
Provides no supervision.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Assist the public over the telephone or in person and provide information on divisional policies and procedures in response to inquiries and complaints related to assigned area of responsibility; refer inquiries as appropriate.
- Type, edit, proof, and process a variety of documents including general correspondence, agendas, proclamations, memos, and statistical charts from rough draft, transcribe from recordings or verbal instruction.
- Perform a wide variety of general clerical work including the maintenance of accurate and detailed records and files, verifying accuracy of information, identifying discrepancies, and researching those assigned, and recording information.
- Research and compile information and data, as assigned for statistical and financial reports; update a variety of statistical records; check and tabulate statistical data.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Operate a variety of office machines, including computer equipment, multi-line phones, mobile phones, radios, postage meters, fax/print/copy machines.
- Use a variety of computer software and including document, spreadsheet, database, graphic design, communication, publishing, web and social media, photo and imaging, and may use software particular to the area assigned, may be assigned to update web presence or social media.
- Review and maintain a variety of records and files for information and data related to area of responsibility.
- Compile, edit, distribute, and track responses to request for proposal, request for qualifications, and request for information packages using Authority template and information provided by a Division Chief or assignee.
- Provide support for purchasing, solicit prices from vendors, create and update POs, track contract begin and end dates and amounts, file certificates of insurance and track expiration, request renewals, if assigned.
- Compile narratives and articles from gathered materials, combine materials for internal and external media as assigned.
- Contact the public and outside agencies in acquiring and providing information and making referrals.
- Maintain appointment calendars for supervisors.
- Schedule appointments, meetings, and various other divisional activities.
- Prepare support for budget preparation, track and monitor expenditures; prepare supporting schedules and compile budget reports.
- Receive, sort, and distribute incoming and outgoing correspondence and transport mail to Post Office when necessary.
- Provide administrative support to finance and purchasing related to purchase orders, work orders, inventory, and other assigned tasks or functions.
- Order and maintain office supplies.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Modern office practices, policies, procedures, methods.
- Standard office equipment such as telephone, personal computer, printer, typewriter, copier, microfilm, electronic mail, calculator, fax and other standard office machines.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Computer software such as word processing, data base, and spreadsheet calculations.
- Receptionist and telephone techniques.
- Proper English usage, spelling, grammar, and punctuation including basic mathematics.
- Methods and procedures of purchasing.

Demonstrated Ability to:

- Interpret and apply the policies and procedures of the function to which assigned.
- Perform general clerical work including maintenance of appropriate records and compiling information for reports.
- Operate and use modern office equipment including a word processor and related equipment.
- Transcribe and/or type or use word processing to produce clear, clean, accurate documents in a timely manner.
- Perform basic mathematical calculations.
- Accept fees and charges including making change and deposits and perform basic record keeping duties.
- Establish and maintain effective work relationships with those contacted in the course of work.
- Communicate effectively, both orally and in writing.
- Understand and carry out oral and written directions.
- Maintain a regular and reliable level of attendance.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One (1) year of increasingly responsible general office support experience including customer service duties and the use of a variety of office and computer equipment and software.

Education:

High School Diploma or equivalent. Specialized course work in office practices such as computer software packages, typing, filing, and bookkeeping is desirable.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

A variety of office machines including single and multi line phones, mobile phones, computer, tablet, printer, copy machine, postage meter, fax machine, base radio, 10-key calculator, typewriter, and shredder.

May be required to drive vehicle to deliver items.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, the ability to discern colors, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works inside where the temperature remains constant. The noise level in the work environment is moderate to noisy. There are frequent interruptions from phones, public inquiries, and other staff.

<i>This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.</i>

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

ADMINISTRATIVE ASSISTANT II

Class Title:	Administrative Assistant II	Class Code:	080
Division(s):	Administration and CCR	Unit:	Unrepresented - AC
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision, to perform a wide variety of complex clerical and administrative office support duties that are specialized to an assigned division; to provide receptionist duties, customer service to the public and internal customers, basic clerical accounting support and furnish accurate information and assistance regarding divisional policies and procedures utilize a variety of computers, office equipment, programs, and software, and communication devices to process data and information, prepare documents, reports, schedules, and presentations; and to perform other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a journey level classification in the Administrative Assistant classification series. Incumbents perform the full range of duties requiring more specialized knowledge and training in an assigned area. Incumbents possess technical or functional expertise in a program area and are assigned specialized duties.

An Administrative Assistant II may be filled by external recruitment or by internal promotion of an Administrative Assistant I who has demonstrated successful performance of all duties, responsibilities, and behavioral expectations of an Administrative Assistant I and has met all minimum qualifications for the II level classification.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from management or higher-level administrative office support staff.
Provides no supervision.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Assist the public over the telephone or in person and provide information on divisional policies and procedures in response to inquiries and complaints related to assigned area of responsibility; refer inquiries as appropriate.
- Create, edit, type, proof, and process a variety of documents including general correspondence, agendas, proclamations, memos, and statistical charts from rough draft, transcribe from recordings or verbal instruction.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Perform a wide variety of general clerical work including the maintenance of accurate and detailed records and files, verifying accuracy of information, researching discrepancies, and recording information.
- Independently research and compile information and data for statistical and financial reports; maintain a variety of statistical records; check and tabulate statistical data.
- Operate a variety of office machines, including computer equipment, multi-line phones, mobile phones, radios, postage meters, fax/print/copy machines.
- Use a variety of computer software and including document, spreadsheet, database, graphic design, communication, publishing, web and social media, photo and imaging, and may use software particular to the area assigned.
- Initiate and maintain a variety of records and files for information and data related to area of responsibility, may be assigned to update web presence or social media.
- Compose narratives and articles regarding assigned area for internal and external media as assigned.
- Contact the public and outside agencies in acquiring and providing information and making referrals.
- Prepare, compile, distribute, and track responses to request for proposal, request for qualifications, and request for information packages using Authority template and information provided by a Division Chief or assignee.
- Provide support for purchasing, solicit prices from vendors, create and update POs, track contract begin and end dates and amounts, file certificates of insurance and track expiration, request renewals, if assigned.
- Maintain appointment calendars for supervisors.
- Schedule appointments, meetings, and various other divisional activities.
- Assist in budget preparation and monitor expenditures; prepare budget reports.
- Receive, sort, and distribute incoming and outgoing correspondence and transport mail to Post Office when necessary.
- Order and maintain office supplies.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Modern office practices, policies, procedures, methods.
- Standard office equipment such as telephone, personal computer, printer, typewriter, copier, microfilm, electronic mail, calculator, fax and other standard office machines.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Computer software such as word processing, data base, and spreadsheet calculations.
- Receptionist and telephone techniques.
- Proper English usage, spelling, grammar, and punctuation including basic mathematics.
- Methods and procedures of purchasing.

Demonstrated Ability to:

- Interpret and apply the policies and procedures of the function to which assigned.
- Perform general clerical work including maintenance of appropriate records and compiling information for reports.
- Operate and use modern office equipment including a word processor and related equipment.
- Transcribe and/or type or use word processing to produce clear, clean, accurate documents in a timely manner.
- Perform basic mathematical calculations.
- Accept fees and charges including making change and deposits and perform basic record keeping duties.
- Establish and maintain effective work relationships with those contacted in the course of work.
- Communicate effectively, both orally and in writing.
- Understand and carry out oral and written directions.
- Maintain a regular and reliable level of attendance.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two (2) years of increasingly responsible general office support experience including customer service duties and the use of standard computer office software packages.

Education:

High School Diploma or equivalent. Specialized course work in office practices such as computer software packages, typing, filing, and bookkeeping is desirable.

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

TOOLS

A variety of office machines including single and multi line phones, mobile phones, computer, printer, copy machine, postage meter, fax machine, base radio, 10-key calculator, typewriter, and shredder.

May be required to drive vehicle to deliver items.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, the ability to discern colors, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works inside where the temperature remains constant. The noise level in the work environment is moderate to noisy. There are frequent interruptions from phones, public inquiries, and other staff.

<i>This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.</i>

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

ADMINISTRATIVE TECHNICIAN

Class Title: Accounting Technician Class Code: 084

Division(s): Administration and Finance Unit: Unrepresented - AC

EEO Code: 80 Effective Date: 7/1/2021

FLSA Status: Non-Exempt Revision History:

Retirement: Miscellaneous W/C Code: 9410

DESCRIPTION

Under general supervision, performs a variety of technical and administrative support duties requiring the application of procedural, program, and compliance knowledge in support of a department; coordinates assigned programs, projects, and services with other departments, divisions, and outside agencies; performs research and routine analysis on a wide variety of special projects; assumes ongoing, technical responsibilities specific to software systems including developing, integrating, and maintaining data and databases; researches, gathers, and interprets statistical data; performs a variety of office support duties; and performs related duties, as assigned.

DISTINGUISHING CHARACTERISTICS

This is a technical classification providing specialized and deep technical support for an assigned department, division, or program. The work has technical and procedural aspects, requiring the interpretation and application of and ensuring compliance with policies, procedures, requirements, and regulations. Responsibilities include customizing, updating and maintaining critical database and record systems that have extensive impact on departmental operations. Incumbents serve to relieve the supervisor of performing both administrative and technical work and are expected to function with very little direct oversight. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental activities, and extensive staff contact. This class is distinguished from the Administrative Assistant classification in that the latter is responsible for applying clerical and administrative procedures and requirements to perform duties that facilitate the work of an office and/or unit.

SUPERVISION RECEIVED AND EXERCISED

The Accounting Technician receives general supervision from supervisory or management staff; the Accounting Technician may exercise technical and functional supervision over clerical staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Performs technical work in support of an assigned department; applies technical procedures, methods, and techniques to support program and management analysis

Accounting Technician

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functions and processes; monitors and explains operational and program requirements and processes to various stakeholders.

- Monitors, coordinates, organizes, and carries out administrative and technical assignments and projects; researches and compiles information and data from internal and external sources on topics related to assigned areas of responsibility; reviews, organizes, and summarizes data collected; compares data to identify trends and discrepancies; presents preliminary findings and recommendations in an appropriate format for review by senior professional, supervisory, or management staff.
- Researches, interprets, and ensures compliance with laws, codes, rules, and regulations, and City program guidelines, policies, and procedures related to assigned areas of responsibility.
- Organizes, coordinates, maintains, and updates City record systems including CMMS, training, asset management registry, GIS, and inventory; enters and updates information with departmental activity, files, and report summaries; prepares documents for imaging; organizes and maintains various administrative, reference, imaging, and follow-up files; periodically reviews and purges files in accordance with the records retention policy.
- Maintains CMMS database, including asset records, system codes, asset repair and maintenance history, work orders, schedules; updates employee rates; performs quality control activities.
- Creates custom reports from the CMMS database that meets the needs of City users and external agencies; ensures quality control of report data.
- Assists with the implementation, administration, and maintenance of the City GIS; provides database coordination and system administration and integration.
- Provides technical support and coordination on capital improvement projects with contractors, utility companies, other agencies and the public on routine capital maintenance projects.
- Assists with special studies and projects; collects and analyzes data using statistical methods and automated software applications.
- Maintains administrative records systems for program/project area to which assigned; collects and inputs program data into automated systems.
- Assists professional staff with grant application and administration.
- Verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies departmental and program policies and procedures in determining completeness of applications, records, and files.
- Prepares, processes, and tracks purchase requisitions for services and materials; enters purchase information into computer system; ensures issuance of purchase order; coordinates delivery of services and materials; receives and reconciles vendor invoices.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Administrative techniques, including the principles of accounting and budget.
- Technology, hardware and software, and current applications related to assignment, including database management, mapping and report generation, and web applications.
- Principles and practices of digitizing, data conversion, and data management.
- Basic principles and techniques of research, data collection, and report preparation.
- Methods and techniques of preparing technical reports.
- Principles and practices of record keeping.
- Business arithmetic and statistical techniques.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Demonstrated Ability to:

- Configure, integrate, and maintain data and databases, websites, and related applications to support business needs.
- Prepare clear and concise technical documentation, reports of work performed, and other written materials.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Make accurate arithmetic, financial, and statistical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Equivalent to an associate degree in business administration, public administration, or a related field and two (2) years of increasingly responsible experience with database administration. Experience with utility or public works infrastructure desirable.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

Education and Training:

Equivalent to completion of the twelfth grade supplemented by two years specialized training or college level accounting courses.

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

Phones; frequent use of personal computer and printer, including word processing spreadsheet software; statistical computer programs and software; copy machine; postage machine; fax machine; base radio; 10-key calculator, typewriter, shredder, and standard office equipment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; climb and descend ladders to reach or inspect equipment located above or below ground; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, dust, dirt, and hazardous chemical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

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Job Descriptions

PERMIT TECHNICIAN I

Class Title:	Permit Technician I	Class Code:	170
Division(s):	CRR	Unit:	Unrepresented -
PT			
EEO Code:	70	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision, performs paraprofessional and administrative duties for the operations of the Community Risk Reduction Division and provides permit-related information to internal and external customers.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class perform a variety of routine and technical tasks issuing and reviewing permit applications.

Initially, work is performed under close supervision; however, as the skill level and experience develops, incumbents are expected to utilize and apply independent judgment in permit intake and processing, interpreting regulations and policies, calculating permit fees, resolving routing, complaint, and related activities. Work is characterized by extensive use of electronic information, permit tracking systems, and substantial direct customer and telephone contact.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from the Fire Marshal or his/her designee.

Exercises no supervision.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Greet customers, schedule inspection appointments, and receive calls for information requests, direct callers and provide the correct information to customers.
- Advise contractors, developers, engineers, architects, and the public on routine and well documented permit process requirements and permit status.
- Verify contractors' licenses, appropriate business licenses, worker's compensation, insurance, and property ownership
- Calculate permit fees. Ensures all permit fees are paid or, if deferred, that appropriate documentation is recorded.
- Interpret simple blueprints and building plans for processing and code compliance.
- Review applications for completeness so that plans can be review for accuracy and compliance with local, state, and Federal regulations and policies.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Coordinate daily inspection schedule. Retrieve messages from the inspection message line and log into inspection computer, verify that the inspection requested is the correct inspection needed. Research if necessary the type of inspection required.
- Research permit application status in response to inquiries from staff and the public.
- Update permit applications status in response to inquiries from staff and the public.
- Update permit records and file; enters data into the automated system; logs permit activities.
- Collect and compile data as directed for the preparation of reports and statistical information.
- Circulate permit submittal to other divisions and consultants for review and comment and records responses.
- Issue permits, as directed, that are in compliance with standardized requirements.
- Prepare and issue bills, receipts, letters, statistical reports and other forms, and schedule inspections in compliance with standardized requirements. Respond to public inquiries at the counter, by phone, and in writing.
- Coordinate archiving of records.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Basic mathematics.
- Basic plan check and building permit, fire or hazardous materials permit approval process and procedure.
- Local building and fire codes.
- Basic construction practices and concepts.
- Effective public contact techniques in person, on the telephone, and through written communication.
- Manual and automated filing and permit tracking systems and record keeping.

Demonstrated Ability to:

- Work on several tasks simultaneously, plan and organize workload, and meet deadlines Read and analyze simple plans and blueprints.
- Work independently within established policies and procedures.

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- Operate a keyboard utilizing word processing, spreadsheet, e-mail, and permit tracking software.
- Perform detailed review of permit submittal and prepare responses to ensure completeness and conformance to processing requirements.
- Establish and maintain effective working communication and relationships with those contacted in the performance of required duties.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two (2) years of responsible administrative experience involving extensive public contact and document processing, preferably one year with a public agency.

Education:

High School Diploma or equivalent.

College-level coursework in building code requirements, fire science, or hazardous materials code requirements are highly desirable.

Licenses and Certificates

Possession of, or ability to obtain an appropriate, valid California drivers' license or the ability to convey oneself timely from one work location to another and maintain expected productivity.

TOOLS

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; electronic scheduling; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation.

Communicate extensively through the use of a telephone and/or a personal computer, and communicate in written form.

The employee must occasionally lift and/or move up to 20 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

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WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

PERMIT TECHNICIAN I

Class Title:	Permit Technician I	Class Code:	170
Division(s):	CRR	Unit:	Unrepresented -
PT			
EEO Code:	70	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision performs paraprofessional and administrative duties for the operations of the Community Risk Reduction Division. Provides permit-related information to internal and external customers.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class perform a variety of routine and technical tasks issuing and reviewing permit applications.

Initially, work is performed under close supervision; however, as the skill level and experience develops incumbents are expected to utilize and apply independent judgment in permit intake and processing, interpreting regulations and policies, calculating permit fees, resolving routing complaint and related activities. Work is characterized by extensive use of electronic information, permit tracking systems and substantial direct customer and telephone contact.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from the Fire Marshal or his/her designee.

Exercises no supervision.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Greet customers, schedules inspection appointments, and receives calls for information requests, directs callers and/or provide the correct information to customers.
- Advise contractors, developers, engineers, architects, and the public on routine and well documented permit process requirements and permit status.
- Verify contractors' licenses, appropriate business licenses, worker's compensation, insurance and property ownership
- Calculate permit fees. Ensures all permit fees are paid or, if deferred, that appropriate documentation is recorded.
- Interpret simple blueprints and building plans for processing and/or code compliance.
- Review applications for completeness so that plans can be review for accuracy and compliance with local, state, and Federal regulations and policies.
- Coordinate daily inspection schedule. Retrieve messages from the inspection message line and log into computer, verify that the inspection needed is the correct inspection needed. Research if necessary the type of inspection required.

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Job Descriptions

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- Research permit application status in response to inquiries from staff and the public.
- Update permit applications status in response to inquiries from staff and the public.
- Update permit records and file; enters data into automated system; logs permit activities.
- Collect and compile data as directed for preparation of reports and statistical information.
- Circulate permit submittal to other divisions and consultants for review and commend, and records responses.
- Issue permits, as directed, that are in compliance with standardized requirements.
- Prepare and issue bill, receipts, letter, statistical reports and other forms, and schedule inspections in compliance with standardized requirements. Respond to public inquiries at counter, by phone and in writing.
- Coordinate archiving of records.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Basic mathematics.
- Basic plan check and building permit, fire or hazardous materials permit approval process and procedure.
- Local building and fire codes.
- Basic construction practices and concepts.
- Effective public contact techniques in person, on the telephone, and through written communication.
- Manual and automated filing and permit tracking systems and record keeping.

Demonstrated Ability to:

- Work on several tasks simultaneously, plan and organize workload, and meet deadlines Read and analyze simple plans and blueprints.
- Work independently within established policies and procedures.
- Operate a keyboard utilizing word processing, spreadsheet, e-mail, and permit tracking software.
- Perform detailed review of permit submittal and prepare responses to ensure completeness and conformance to processing requirements.

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Job Descriptions

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- Establish and maintain effective working communication relationship with those contacted in the performance of required duties.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two (2) years of responsible administrative experience involving extensive public contact and document processing, preferably one year with a public agency.

Education:

High School Diploma or equivalent.

College-level coursework in building code requirements, fire science, or hazardous materials code requirement is highly desirable.

Licenses and Certificates

Possession of, or ability to obtain an appropriate, valid California drivers' license.

TOOLS

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; electronic scheduling; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation.

Communicate extensively through the use of a telephone and/or a personal computer, and communicate in written form.

The employee must occasionally lift and/or move up to 20 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

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Job Descriptions

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This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

EMERGENCY MEDICAL SERVICES MANAGER

Class Title:	Emergency Medical Services Manager	Class Code:	140
Division(s):	Administration	Unit:	Safety
EEO Code:	76	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under the Direction of the Fire Chief or designee, assists in administrative operations for pre-hospital emergency medical services, including budget development and overseeing; develops policies and procedures for emergency management programs; develops, reviews, coordinates, monitors and evaluates the Authority's Emergency Medical Services Program(s); exercises quality control over the Authority's Emergency Medical Services program(s); develops and conducts educational training related to the provision of Emergency Medical Services at the Basic and Advanced Life Support levels, including paramedic training program(s); provides emergency response training to Authority employees and citizen's groups; as the Authority's Liaison, provides expertise in program elements and technical assistance to public and private agencies.

DISTINGUISHING CHARACTERISTICS

This is a single incumbent classification which is currently designed for a sworn incumbent but may, if in the interest of the Authority, be filled by a non-sworn employee. The classification is responsible for the daily administrative, analytical and oversight activities associated with ensuring that EMS providers are in conformance with Federal, State, and Local regulations, guidelines and standards related to the delivery of pre-hospital emergency medical care and response to medical emergencies; Coordinates work with suppression personnel, outside agencies, the Prescribing Physician and the general public to effectively deliver the Emergency Medical Services Program.

SUPERVISION RECEIVED AND EXERCISED

The Emergency Medical Services Manager receives supervision from the Chief Officer or designee. May exercise lead functional or technical direction over assigned paramedic staff, contractors, and vendors.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Monitors assigned program components and Emergency Medical Services (EMS) personnel for compliance with State and local laws and regulations; develops program objectives; recommends and implements EMS policies, procedures, and protocol standards.
- Evaluates, coordinates, and monitors quality assurance issues; designs and implements quality assurance mechanisms for evaluation of system compliance and patient

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outcome; evaluates and analyzes Emergency Medical Services (EMS) needs, trends and system effectiveness and makes recommendations for improvement.

- Investigates and makes recommendations for follow up or corrective action on all citizen and public safety agency complaints or inquiries about Pre-hospital Care System and Emergency Medical Services (EMS) delivery by paramedics and Emergency Medical Technicians (EMTs).
- Monitors changes in local, state, and federal regulations and establishes Authority policies and procedures to assure compliance with standards.
- Participates in the development of budgets and related documents for federal, State and Fire Authority funding, and oversees the expenditure of funds.
- Reviews existing operations; recommends and implements new/revised policies and procedures in response to changing Authority, divisional, organizational, and system needs.
- Advises the division in planning and evaluating the delivery of emergency medical services and assists in the development of policies and procedures to optimize patient care and minimize risk.
- Coordinates and supervises the division's delivery of basic and advanced life support services through development of objectives and implementation of policies, procedures and operating standards.
- Represents the division before civic and community groups; promotes and responds to media and public inquiries; prepares new and revised ordinances or codes to implement emergency medical services programs; increases community participation in the programs via outreach activities
- Represents the division on various county and state committees.
- Serves as liaison to local hospitals and maintains open lines of communication between division and facilities.
- Acts as the chairperson of the division's Continuous Quality Improvement Committee and solicits input from shift representatives.
- Stocks and maintains supplies for the Emergency Medical Services (EMS) Program; schedules regular testing procedures to insure operational efficiency.
- Assesses medical equipment, supplies, and related facilities support services; manages logistics and contracts.
- Prepares draft reports defining medical audit methods and procedures and study results for the San Joaquin County Emergency Medical Services (EMS) Authority.
- Ensures that Authority paramedics and Emergency Medical Technicians (EMTs) are maintaining certifications, licenses, accreditations, and are performing required patient care benchmark skills.
- Oversees the licensing and re-licensing of Authority paramedics and EMT's.
- Evaluates instructional programs and materials for content and results in compliance with Emergency Medical Services (EMS) and Agency requirements.

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- Conduct field observations, including ride-alongs with personnel to observe performance during actual responses and assure compliance with policies and procedures, file reports and recommendations for improvements.
- Participates in Emergency Medical Services (EMS) annual budget planning process.
- May be assigned to negotiate and recommend agreements with public, non-profit, and private agencies in support of Emergency Medical Services (EMS) Program.
- Works with the Division's Prescribing Physician regarding the acquisition, oversight, and maintenance of security compliance for narcotics.
- Manages the controlled substances restock program in collaboration with the Prescribing Physician. Other duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- EMS terminology and equipment related to the delivery of pre-hospital EMS. Communication techniques required for gathering, evaluating, and transmitting information.
- Effective interviewing, counseling, and instruction techniques.
- Principles and practices of emergency medicine for planning, development, and implementation of comprehensive and effective EMT and Paramedic training programs, including methodologies, techniques, legal and ethical guidelines related to the practice and administration of EMS programs. Federal, State and Local laws, regulations, policies, procedures, and protocol related to the delivery of EMS.
- Office procedures, methods and equipment including computers and applicable software applications. Principles and practices of effective supervision including training, work evaluation and discipline.
- Concepts and principals of EMS quality improvement.
- Communicable diseases, blood borne pathogens and exposure treatment modalities.

Demonstrated Ability to:

- Organize, plan, implement and assume management of the EMS program, including scheduling, coordination, and conflict resolution.
- Assist in planning, coordinating, monitoring, and evaluating the Authority's EMS programs and technical area.
- Perform programmatic and administrative duties involving the use of independent judgment and personal initiative.

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- Understand, interpret, and apply administrative and Authority policies and procedures as well as pertinent Federal, State and Local laws, codes and regulations including those that affect the operation and administration of the Basic and Advanced Life Support Programs.
- Provide support to the EMS training program and evaluation of effectiveness.
- Evaluate the performance of Paramedic and EMT personnel around emergency medical services.
- Evaluate the provision of paramedic and EMT medical care through direct observation and review of medical reports.
- Be proactive in anticipating and preparing for changing trends in the provision of health care in general and EMS.
- Identify and respond to community and organization issues, concerns, and needs.
- Coordinate services with public agencies and groups, physicians and other medical professionals, representatives of interested community groups, institutions, and the public.
- Participate in the preparation and administration of budgets and inventory management.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone and in person.
- Conduct research, analyze, and prepare statistical and technical reports, and present effective oral and written reports in a clear, logical manner.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three (3) years of responsible experience in the administration and/or education of either an emergency medical services or major medical services training program.

Education:

An associate degree from an accredited college with major coursework in healthcare administration, nursing, public health education, public safety, or closely related field.

Licenses and Certificates:

Possession of a valid California Class C driver license and a satisfactory driving record as determined by the Authority.

Possession of a Paramedic License in the State of California or higher. Possession of a California Registered Nurse license is highly desirable.

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SPECIAL REQUIREMENT:

Must be willing to be on call, when necessary. Must also be able to attend evening and weekend meetings if needed.

TOOLS

Personal computer, including spreadsheet and word processing software; telephone; copy and fax machine; erase boards and flip charts; emergency medical (Basic Life Support (BLS) & Advanced Life Support (ALS) equipment; city vehicle.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primary functions require sufficient physical ability to work in an office setting and operate office equipment and to occasionally perform duties outdoors at emergency scenes with paramedics. CONTINUOUS sitting, upward and downward flexion of neck, side-to-side turning of neck; light grasp and fine finger dexterity to operate office equipment such as computer keyboards, telephones, pencils, and other writing materials; moderate grasp to lift books, manuals, and supplies. FREQUENT walking, bending, and stooping, pushing/pulling.

OCCASIONAL standing, squatting, climbing; lifting objects weighing up to 25 lbs. from below waist to chest level and transporting distances up to two city blocks; moderate to firm twist/torque to manipulate dials, knobs, open compartments in paramedic units.

INFREQUENT reaching at and above shoulder height, kneeling, twisting at waist; lifting objects weighing up to 25 lbs. at and above shoulder level. In emergency situations may be required to operate various medical equipment and/or perform medical procedures consistent with incumbent's level of certification.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, exposure to temperature swings from indoors to outdoors; extreme noise of sirens and emergency equipment; working outdoors at emergency scenes with paramedics; fumes and odors of medical supplies and chemicals; dust from atmospheric conditions, emergency scenes and excessive paperwork; hazardous materials at emergency scenes, including communicable diseases, blood, and bodily fluids. Work may be performed outside regular working hours with unscheduled breaks. Work may be performed in office or field; some functions of position may be appropriate for telecommuting on approval of a Division Chief. Work environment is both formal and informal, team and autonomy oriented, having both routine and variable tasks, with variable pace and pressure, frequently fast paced.

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Job Descriptions

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction. Frequent hearing and talking, in person and on the phone.

Dexterity: Frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Descriptions

EXECUTIVE ASSISTANT

Class Title:	Executive Assistant	Class Code:	70
Division(s):	Administration	Unit:	Unrepresented - AC
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision, to plan, organize, coordinate, and manage administrative functions of an assigned department; perform a variety of complex advanced executive support duties for departmental management and assigned department programs; may exercise functional and technical supervision over administrative support staff; and to perform other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Executive Assistant is an advanced journey level classification in the Administrative support family of positions responsible for providing a full range of advanced administrative and executive support to the Fire Chief and management staff on assignments in a wide variety of departmental areas requiring independent decision making, judgment and initiative, application of in-depth and comprehensive knowledge of department policies and procedures, and the ability to apply critical thinking to complex problems, maintain a calm demeanor, and use sound judgment in decision-making and carrying out the duties of the position.

SUPERVISION RECEIVED AND EXERCISED

Providing lead direction over lower-level administrative office support staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Participate and assist in the administration of the department and assigned department programs; perform a wide variety of complex, highly responsible administrative duties; meet time sensitive deadlines.
- Interact with the public, all levels of Authority personnel, representatives from businesses and community organizations, Board of Directors, commissions, committees, councils, and advisory bodies in the performance of assigned duties.
- Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for budget items; monitor and control expenditures; maintain financial statistics.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Independently research and compile data for reports and projects, display information in charts and spreadsheets, develop, and maintain various sensitive documents and files, assist in administer department programs and budgets.
- Perform independent complex research; identify sources; collect and assemble detailed data, materials, and manuals; compile, organize and display information for special projects and various reports.
- Prepare comprehensive detailed reports and summaries; display information in charts and spreadsheets; perform arithmetical and statistical calculations.
- Prepare and monitor documents related to contracts, plans, and claims; ensure compliance with agreements, rules, and regulations.
- Enter data into computer; initiate and maintain a variety of detailed and accurate files and records; maintain manuals and update resource material; manage and maintain calendars and schedules.
- Coordinate administrative workflow; organize and evaluate administrative functions; recommend organizational or procedural changes affecting support activities; develop administrative methods for new projects; monitor administrative operations, policies, and procedures.
- Provide direction to administrative support staff including planning, prioritizing, assigning, reviewing, and overseeing work; monitor staff performance; determine work priorities and methods; participate in staff selection and training; provide input to performance evaluations; work with employees to correct deficiencies; recommend corrective action.
- Schedule and coordinate training; manage personnel files and training records.
- Screen calls, visitors, mail, and e-mail; respond to requests for information and assistance; resolve and answer citizen questions, concerns, and complaints; interpret and explain Authority policies, procedures, laws, and regulations.
- Compose a variety of sensitive and detailed documents, letters, memoranda and instructions from brief notes or verbal information.
- Maintain schedules and calendars; plan, schedule, coordinate and oversee meetings, conferences, and civic functions; make travel arrangements.
- Oversee, authorize, and monitor orders for office supplies and other departmental purchases.
- Use standard computer office software and equipment including word processing and spreadsheet packages, databases, graphics, and may use desktop publishing or software particular to the area assigned.
- Perform related duties as assigned.

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Job Descriptions

• **MINIMUM QUALIFICATIONS**

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles of office management and organizational methods Principles and techniques of research methods.
- Modern office practices, policies, procedures, and methods; standard office equipment and applicable computer software.
- Policies and vision of the Authority; procedures and precedents applicable to the Authority; Organization and procedures of outside organizations dealt with in the course of work.
- Proper English usage, spelling, grammar, punctuation, math; business letter writing, report preparation; proof-reading.
- Principles of bookkeeping, record-keeping, basic accounting and/or basic budgeting Record-keeping and file systems.
- Applicable Federal, State, local laws, codes, and regulations Government contracting procedures.
- Basic principles of lead supervision; personnel practices and procedures Methods of customer service.

Demonstrated Ability to:

- Plan, coordinate, organize, analyze, and perform responsible, detailed, and complex administrative support work using independent judgment and personal initiative.
- Research and analyze information gathered to compose reports and special projects.
- Work cooperatively with member agency departments, the public, and outside agencies; establish and maintain effective relationships.
- Communicate clearly, concisely, and effectively, both verbally and in writing Read, interpret, and apply laws, ordinances, and departmental procedures Evaluate and recommend change to policies, programs, and practices.
- Understand and carry out directions and work effectively under pressure with frequent interruptions.
- Exercise discretion, initiative, and independent judgment; maintain confidential information.
- Compile and maintain accurate, complex, and extensive data and reports; set priorities and meet critical deadlines.
- Effectively operate computers with expertise in applicable programs Assist in the formation of policies, procedures, and budgets.

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Job Descriptions

- Analyze situations and adopt effective, appropriate course of action; analyze, evaluate, and resolve potentially sensitive issues through discussion and persuasion in order to gain concurrence and cooperation.
- Organize, delegate, and direct work of administrative support staff.
- Establish and maintain constructive and harmonious relationships with department heads, coworkers, and the general public.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five (5) years of increasingly responsible administrative support and customer service experience, including one year of experience providing direct support to a senior management level staff and/or serving in a lead or supervisory capacity. Office management experience preferred.

Education:

High School Diploma or equivalent, supplemented by specialized secretarial or college level courses in business, computer software, or courses related to assigned area.

Licenses and Certificates:

Possession of, or ability to obtain, a valid California driver license.

TOOLS

Requires frequent use of personal computer and related software programs; calculator, telephone, copy machine, and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk, or hear. The employee is required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms and perform simple grasping and fine manipulation. On a continuous basis the employee must sit at a desk and in meetings for long periods of time. Intermittently the employee must twist to reach equipment surrounding the desk. May be expected to lift and move containers weighing up to 25 lbs. Specific vision abilities required include close vision and the ability to adjust focus.

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Job Descriptions

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderate to noisy. There may be intermittent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

FIRE BATTALION CHIEF

Class Title:	Fire Batttalion Chief	Class Code:	150
Division(s):	Operations	Unit:	SCFCOA
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Safety	W/C Code:	9410

DESCRIPTION

The Battalion Chief performs responsible management, technical, and administrative work in commanding and coordinating emergency operations, hazardous materials mitigation, investigation, inspection, prevention, and personnel training activities; and provides highly responsible and technical assistance to the Fire Chief's management team.

DISTINGUISHING CHARACTERISTICS

This class is required to work a 56-hour workweek, work beyond regularly scheduled hours when required, serve as a strike team leader on extended deployments and provide direction and oversight of personnel assigned to his/her shift. Act as incident commander at emergencies when necessary. As a management level position, manages confidential and sensitive documents and information in an appropriate manner and act on behalf of the Fire Division Chief, in his/her absence. Support and implement Authority goals and objectives. Represents the Authority and Member Agencies in a professional manner.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction and supervision from the Fire Chief or Fire Division Chief.
- Exercises direct, technical, and functional supervision over sworn, technical and clerical personnel.
- When assigned to a program area, responsible for program establishment, supervision, maintenance, and accountability of the program.
- May act on behalf of the Fire Division Chief in his/her absence.
- Act as Incident Commander at emergencies, until/unless relieved by the Fire Division Chief or Fire Chief.

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Job Descriptions

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Duties may include, but are not limited to the following:
- Plan, develop, and implement assigned program area.
- Plan, coordinate and direct the work assignments of fire personnel.
- Respond to fires and other life and property threatening emergencies and supervises the deployment, coordination, and safety of emergency resources in the mitigation of the emergency.
- Direct and supervise forces in the suppression of fires and in the control of incidents involving hazardous materials; ascertains the need for and type of equipment necessary to mitigate the emergency; makes technical decisions as to the best methods of extinguishing fires and controlling incidents after observing and receiving information about the emergency.
- Supervise, coach, train, mentor, and evaluate subordinate employees. Identify training needs, and recommend how needs can be met.
- Assist and participate in the preparation and administration of the division budget.
- Prepare written and oral reports, as directed by the Fire Division Chief, Fire Chief or designee. Manage sensitive documents and information appropriately.
- Perform research and make recommendations regarding capital purchases and facility improvements.
- Participate in the establishment and monitoring of employee performance objectives; prepare and present employee performance reviews.
- Recommend and provide staff training; work with employees to correct deficiencies. Recommend employee discipline and termination; and, implement discipline procedures.
- Participate as a member of the Fire Chief's management team; assists in the development and administration of division goals, objectives, administrative and operational policies.
- Interpret and enforce applicable rules, regulations and policies.
- Represents the Authority in the community and at professional meetings as required.

OTHER JOB RELATED DUTIES

Provide input to help formulate and improve all areas of Authority goals and objectives. Make public presentations, as assigned. Perform related duties, as assigned. Act as Authority liaison, when assigned.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, practices and procedures of modern firefighting and emergency systems management that may be utilized for the protection of lives and property, including knowledge of command strategy and tactics at fires, emergency medical systems, the management of hazardous materials incidents, high rise fire strategies and tactics, wildland fire strategies and tactics and planning for large scale disasters.
- Federal, State, and local laws, codes and regulations pertaining to fire suppression, prevention, hazardous materials and personnel training.
- Labor relations practices and procedures, including the Firefighter Bill of Rights.
- Principles and practices of supervision, training and personnel management.
- Mutual Aid / Automatic Aid agreements.
- Organizational development and human relations.
- Principles and techniques of budget development.
- Systems technology, such as software used to track and account for division resources and programs.
- Modern office practices, procedures, methods and equipment.
- Short, intermediate and long-term strategic planning.

Demonstrated Ability to:

- Make effective use of personnel, equipment and apparatus in emergency situations.
- Analyze, develop and implement solutions essential to the mitigation of emergency events.
- Conduct a thorough fact-finding investigation and enforce regulations firmly, tactfully, and impartially.
- Develop and maintain good employee morale, motivation, discipline and employee relations within the fire authority.
- Work effectively and efficiently as a member of the authority management team.

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- Establish, supervise and modify assigned division programs in an effective and efficient manner.
- Prepare, supervise and modify program budget as assigned in an effective and efficient manner.
- Write clear and concise correspondence, reports, policies and procedures.
- Communicate clearly, concisely, and effectively, both orally and in writing to all levels of Fire Authority personnel.
- Develop and conduct training as assigned.
- Supervise, train and evaluate personnel on assigned shift.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Implement the assigned missions, goals and objectives of the authority as part of the management team.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Completion of Six (6) years of full-time suppression experience in a municipal fire department, and Four (4) years of experience as a full-time, paid Fire Captain in a municipal fire department.

Education:

Must possess: as a minimum, the equivalent of an Associate's degree from an accredited post-secondary institution.

Licenses and Certificates:

- o Possession of Fire Officer or Company Officer Certificate in accordance with California State Fire Training requirements.
- o Possession of or ability to obtain and maintain, an appropriate, valid California Class C Driver License.
- o Possession of or ability to obtain and maintain an appropriate, valid Emergency Medical Technician Certificate.
- o Shall maintain an appropriate, valid CPR certification.

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- o Incumbent may have up to three years to complete Chief Fire Officer Certification in accordance with California State Fire Training requirements.
- o Incumbent may have up to two years to qualify as a strike team leader.

SPECIAL REQUIREMENTS

On an annual basis, complete and meet the incumbent requirements of an NFPA 1582 physical exam.

In accordance with Authority policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

TOOLS

Emergency medical aid equipment, fire apparatus, radio, pager, personal computer, mobile data computer/tablet, phone, motor vehicle and self-contained breathing apparatus.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities per DMV requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

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The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

DRAFT

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

FIRE CAPTAIN

Class Title: Fire Captain
Division(s): Operations
EEO Code: 78
FLSA Status: Non-Exempt
Retirement: Safety

Class Code: 040
Unit: TFFA
Effective Date: 3/16/2021
Revision History:
W/C Code: 7706

DESCRIPTION

To supervise and direct the activities of those career and reserve personnel assigned to a particular site (station) in fire suppression, emergency rescue, fire inspections, fire investigations, and training activities; to serve as incident commander during emergency incidents until relieved by higher ranking officer.

DISTINGUISHING CHARACTERISTICS

Fire Captains are responsible for overseeing, training, supervising, and evaluating lower-level fire personnel, commanding a site, performing ongoing supervisory and administrative duties. Fire Captains differ from Battalion Chiefs in that they are responsible for a single site or engine crew, and are regularly assigned as incident commanders, whereas a Battalion Chief may be responsible for multiple engagements and incidents. Fire Captains may be assigned to shift work, to fill in as an acting Battalion Chief, or to fill an administrative position, such as training, with a regular 40-hour work week. Fire Captains must be able to demonstrate proficient performance in all the essential functions of lower-level fire classifications.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction and supervision from a Battalion Chief or higher-ranking officer.
- Exercises immediate, technical, and functional supervision of subordinate staff including career and reserve personnel.
- As Incident Commander, exercise immediate supervision of all resources necessary to mitigate the emergency until/unless relieved by a higher-ranking officer.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Carry out the mission, goals and objectives of the Authority and Division in an effective and efficient manner.

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Job Descriptions

- Recommend and assist in the implementation of goals, objectives, policies and procedures; recommend operation methods and schedules.
- Plan and supervise the work assignments of fire personnel, including reserves, in an assigned company; provide input to staff and assigned personnel in the evaluation of performance as required by the Division, coach and evaluate staff, monitor employee performance objectives and work with employees to correct deficiencies.
- Direct firefighting and rescue operations until relieved by a superior officer; respond to fire alarms as an incident commander, and assume responsibility for the direction, performance and safety of assigned firefighting personnel at the scene of an emergency incident.
- Provide input for budget preparation; submit for needed equipment, supplies, programs; monitor and control expenditures.
- Assist in the minor maintenance and repair of fire suppression equipment and facilities.
- Maintain discipline and control of all functional elements and efficiently and effectively utilize those resources.
- Establish and regularly measure performance expectations of assigned personnel. Make staff program managers aware of possible methods to increase station or Authority's operational efficiency and effectiveness.
- Instruct and drill assigned personnel in firefighting methods, techniques, and related subjects.
- Enforce applicable rules, regulations, ordinances and laws. Make recommendations for change that maybe necessary or appropriate to assigned area of responsibility.
- See that all reports, forms, recommendations, requisitions, administrative procedures, and requests are accurately prepared and submitted in a timely manner and/or by established deadline.
- Coordinate special projects as directed or assigned.
- Assist management and supervisory staff in the maintenance, revision, and improvement of operations in the Authority or assigned division.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, practices, and procedures of modern firefighting and emergency systems that may be utilized for the protection of lives and property, including knowledge of the command principles of company officers, hazardous materials procedures for company officers, basic and advanced instructional techniques, fire cause and determination,

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company officer management and supervision, fire inspection practices and code enforcement.

- Fire apparatus, equipment, tools, devices, facilities, and their proper utilization and maintenance.
- Emergency medical services and CPR.
- Local geography, including the location of water mains, hydrants, and the target hazards in the district.
- Preparation of Pre-Incident Assessments, and assures that assigned personnel are fully aware of the elements of those assessments.

Demonstrated Ability to:

- Work effectively and efficiently with other site supervisors, staff and support personnel.
- Make sound decisions and direct fire personnel at the scene of an emergency.
- Effectively interpret and make decisions in accordance with rules, regulations, policies and procedures.
- Suggest program changes that increase Divisional efficiency and effectiveness.
- Communicate clearly and concisely, both orally and in writing.
- Supervise, train, and evaluate assigned personnel.
- Maintain confidentiality as it relates to training documents (when appropriate) and information therein which warrants confidentiality such as evaluations and disciplinary documents.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience and Training

- Must have a minimum of four (4) years full time suppression experience with the South San Joaquin County Fire Authority or City of Tracy Fire Department.
- Must have successfully completed initial probation with South San Joaquin County Fire Authority or City of Tracy Fire Department.

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Job Descriptions

- Possession of the California State Fire Marshal's Office Fire Officer Certification

OR

- Successful completion of the Company Officer Certification courses as designated by the California State Fire Marshal's Training Division.
- Completion of Company Officer Certification Taskbook as approved by the California State Fire Marshal and signed off by Fire Chief within 12 months of appointment to successfully pass probation.

Licenses and Certificates:

- Possession of or ability to obtain and maintain, a valid California driver license with current DMV requirements for fire apparatus operation.
- Possess and maintain EMT-B certification or EMT-P at time of application.
- Associate of Science degree in Fire Science is highly desirable.

SPECIAL REQUIREMENTS

In accordance with Authority policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

In accordance with Authority policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

TOOLS

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone and other applicable tools or equipment used in the Fire Service.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

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Job Descriptions

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities per DMV requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

FIRE CHIEF

Class Title:	Fire Chief	Class Code:	010
Division(s):	Administration	Unit:	Unrepresented- MGT
EEO Code:	70	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Safety	W/C Code:	9410

DESCRIPTION

Plan, direct, organize and review the activities of fire suppression, prevention, and support services; to coordinate activities with other departments and outside organizations; and to provide highly responsible and technical staff assistance to the Joint Powers Authority board.

DISTINGUISHING CHARACTERISTICS

The Fire Chief is distinguished from all other positions in the Authority by the overall authority and responsibility the day-to-day operations and personnel of the Authority, its stations, programs, services, and the effect operations have on the life and safety of life and property within the Authority's service area.

SUPERVISION RECEIVED AND EXERCISED

The Fire Chief receives administrative direction from the Joint Powers Authority board. Exercises direct supervision over sworn, technical, and clerical staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Develop, plan, and implement goals and objectives; recommend and administer policies and procedures.
- Plan, organize and direct the authority operations of fire suppression, community risk reduction, training, administration, and fire safety activities.
- Coordinate and direct the provision of departmental support services of station, hydrant, and equipment maintenance, in-service training, and fire inspection, maintaining departmental efficiency and effectiveness.
- Supervise and participate in development and administration of the Authority budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement mid-year adjustments.

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Job Descriptions

- Serve as a member of the Authority's management team; provide information and recommendations regarding operations; assist in making decisions related to all facets of municipal government.
- Respond to major fire alarms and personally direct fire suppression activities as necessary.
- Develop long-range programs and plans for the increased effectiveness of the authority including community risk reduction and suppression programs.
- Direct, coordinate and schedule fire inspection activities and manage the enforcement of fire prevention ordinances and state laws.
- Prepare a variety of technical and departmental activities reports and records.
- Select, train, and evaluate personnel; establish and monitor employee performance objectives; prepare and present employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination on procedures.
- Respond to the most difficult complaints and requests for information.
- Represent the Authority in relationships with the public, community groups, professional organizations, other departments and divisions, and outside agencies.
- Coordinate Authority activities with other Authority departments and divisions, and with outside agencies including other fire departments involved in a mutual response agreement.
- Attend and participate in professional meetings, conferences, and workshops.
- Review and check building plans and specifications to ensure compliance with fire regulations and requirements.
- Direct and participate in investigations regarding the cause of fires and direct the preservation of evidence.
- Supervise safety and emergency preparedness activities.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles and methods of public administration, particularly in the areas of fire protection.
- Principles, practices, methods, and techniques of modern fire prevention and suppression activities.
- Operation, maintenance, and uses of fire-fighting apparatus and equipment.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Descriptions

- Applicable laws, rules, regulations, ordinances, and codes pertaining to fire prevention, inspection, and suppression.
- Principles and techniques of budget development and administration.
- Principles and practices of organization, administration, and personnel management.

Demonstrated Ability to:

- Plan, prioritize, assign, and direct the work of Authority personnel.
- Develop and administer sound authority policies.
- Prepare and administer a budget.
- Plan, direct and organize fire prevention, suppression, and support activities.
- Properly interpret and make decisions in accordance with laws, regulations, and policies
- Meet the physical requirements necessary to perform the assigned duties safely and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Select, supervise, train, and evaluate personnel.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five (5) years of command experience involving supervisory and administrative work in an organized fire department.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in fire science, public administration, or a closely related field.

Licenses and Certificates:

Possession of, or ability to obtain an appropriate, valid California drivers' license.

TOOLS

Emergency medical aid unit, fire apparatus, radio, pager, computer, laptop or tablet, phone, motor vehicle.

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Job Descriptions

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move up to 10 pounds and occasionally lift and or move up to 100 pounds. Specific vision abilities required by this job include close vision, distant vision, visual acuity to discern colors, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

<i>This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.</i>

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Job Descriptions

FIRE DIVISION CHIEF

Class Title:	Fire Division Chief	Class Code:	020
Division(s):	Administration & Operations	Unit:	Unrepresented - MGT
EEO Code:	75	Effective Date:	3/16/2021
FLSA Status:	Exempt (At Will)	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under direction of the Fire Chief, the Fire Division Chief is responsible for the administration, management, and operation of Authority operations, and may be assigned to direct divisional areas, including, but not limited to, Community Risk Reduction, Suppression, Administration and Training. The Fire Division Chief assumes responsibility for assignment, evaluation, and supervision of sworn and non-sworn personnel; provides highly complex administrative support to the Fire Chief, participates in divisional policy formulating and general planning, acts as Fire Chief in the Fire Chief's absence and performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Fire Division Chief class is the principal assistant to the Fire Chief, is a member of the Authority's Management Team and is an "At-Will" employee. Incumbents are responsible for directing the operations of Community Risk Reduction, Suppression, Training and Administration. This class supports the goals, objectives and directives of the Authority, and the Fire Chief. Incumbents in this position also exercise direct supervision over subordinate line officers, support division supervisors and civilian employees while directing day-to-day activities of the Authority or Division.

SUPERVISION RECEIVED AND EXERCISED

Incumbents in this position are directly supervised by the Fire Chief and may exercise direct supervision over sworn, technical, and clerical staff. Incumbents may serve as acting Fire Chief in his/her absence.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Directly supervises the major programs areas of the Division including Fire Operations, Community Risk Reduction, Administration and Training.
- Plans, assigns, supervises, evaluates and inspects the work of subordinates, provides specialized support services, research and planning activities.

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- Supports the Fire Chief in developing, planning, and implementing the goals and objectives of the division; recommend and administer policies and procedures.
- Manages other Division programs such as the fleet and facility maintenance programs, training, EMS program and the equipment replacement program.
- Maintains a variety of records, performs special studies and investigations of operating procedures, memoranda and correspondence. Assists with the preparation of the Authority budget.
- Plans, directs and monitors the daily activities related to Operations including direct supervision of the Suppression Units on one of three shifts.
- Acts as Incident Commander during emergency operations by coordinating and supervising field operations to ensure the appropriate actions are taken to mitigate emergency incidents.
- Establishes work schedules, trains supervisors, coaches and mentors Fire Captains and oversees the development of annual reports related to emergency operations.
- Plans, prepares and presents reports related to Division activities, Division Budgets and annual response activities.
- Assists the Fire Chief in the development of short, medium and long-range organizational plans as well as develop annual Authority and Division goals and objectives.
- Participates in community-based programs and initiatives to meet the needs of the community while anticipating future opportunities for providing effective programs and procedures.
- Works with representatives from other public and private organizations to develop emergency response and emergency preparedness plans and initiatives.
- Acts on behalf of the Fire Chief during his/her absence.
- Other duties as assigned by the Fire Chief.

PERSONAL CHARACTERISTICS

- A dynamic leader, teacher, mentor, and fire service innovator that is approachable, open, and experienced at developing relationships in a team environment.
- An open-minded individual who is able to analyze complex situations and develop workable solutions while working with diverse groups who have varying interests.

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- Able to direct subordinate staff in planning, scheduling, and reviewing emergency readiness and training activities.
- A skilled communicator with the ability to provide clear, concise and accurate information while navigating through difficult situations and maintaining confidentiality when necessary.
- A personable individual who is able to work in a team-oriented, learning environment.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles and methods of administration including program development and implementation, training, organizational dynamics and supervision.
- Current suppression, prevention, training, human resource and budget management principles and practices.
- The development of command strategies and tactics at large-scale emergency incidents.
- Applicable laws, rules, regulations, ordinances and codes pertaining to fire prevention, inspection, suppression, training, and Authority policies.
- Report writing procedures.
- Organizational development and human relations.

Demonstrated Ability to:

- Utilize professional skills to address a variety of Authority needs while developing and recommending practical solutions.
- Plan, organize, assign, and coordinate activities of employees within the scope of the Authority work assignments.
- Establish and maintain effective work relationships with other Fire Division managers, co-workers, subordinates, other Authority representatives and the general public.
- Write clear, concise, correspondence and reports. Communicate effectively both orally and in writing.

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- Interpret applicable regulations and policies. Prepare, oversee, and administer budgets.
- Represent the Authority in public meetings including the Authority Board sessions and community events.
- Supervise, coach, train, mentor, and evaluate subordinate employees.
- Assist in the development and implementation of Authority goals and objectives. Handle sensitive and/or confidential information.
- Operate a personal computer and software including word processing, spreadsheets and maintain statistical data.
- Operate a motor vehicle in accordance with local and state laws.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Completion of eight (8) years of full-time suppression experience in a municipal fire division, and four (4) years of experience as a full-time paid fire captain in a municipal fire division.

Education:

Associate of Arts degree or equivalent from an accredited post-secondary institution with major coursework in fire service, public administration, business administration, or a closely related field is highly desirable. (Bachelor of Arts desirable)

Licenses and Certificates:

- Completion of a minimum of 4 modules towards a California Chief Officers Certification at time of application.
- Completion of Incident Command System (ICS) 400.
- Achievement of certification as a Strike Team Leader Trainee prior to completion of probation. Attainment of a California Chief Officers Certification within two (2) years of appointment. Maintain an appropriate, valid CPR certification.
- Possession of a valid California driver license.

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SPECIAL REQUIREMENTS

Candidate must be recommended for position as a result of a pre-employment medical examination, a Psychological/Management evaluation, and a background assessment.

Be willing to work flexible hours and/or shifts as determined by the Fire Chief.

Respond to emergency incident scenes as necessary, or as assigned by the Fire Chief within 30 minutes of notification to respond.

Respond to emergency incident scenes as necessary, or as assigned by the Fire Chief
Be a non-smoker, in accordance with Authority policy.

TOOLS

Ability to use a personal computer with various software programs, standard office equipment including a copier, fax machine and other equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals. The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

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This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

FIRE ENGINEER

Class Title:	Fire Engineer	Class Code:	050
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

To operate and maintain a variety of fire apparatus and firefighting equipment; respond to fire alarms and other emergency calls; protect life and property; and to participate in community risk reduction, fire investigations, building inspections and station and equipment maintenance.

DISTINGUISHING CHARACTERISTICS

Fire Engineers are distinguished from Firefighter and Firefighter Paramedics by their responsibility to drive and maintain the vehicles and equipment in addition to all other Fire suppression and prevention duties.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from a Fire Captain.

May exercise technical supervision over reserves or personnel in training.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

Duties may include, but are not limited to, the following:

- Drive fire-pumping apparatus to alarms, operate a pump at the fire; regulate water pressure through hose lines.
- Assist in minor maintenance of equipment; perform minor mechanical and hydraulic repairs on equipment.
- Operate and oversee the use of numerous types of vehicles, equipment, tools, and apparatus.
- Respond to alarms with the fire company; connect and lay hose lines; enter burning areas or buildings with hose lines; assist in operating nozzles and direct a stream of water on fires; carry and operate chemical fire extinguishers; raise, lower and climb ladders; make forcible entry into buildings when necessary.
- As directed, ventilate buildings; administer first aid; assist in rescue, overhauling, salvage, and clean-up operations.
- Provide emergency medical care to individuals prior to arrival of ambulance and during transportation; provide basic life support to sick and injured.
- Assist in the investigation of fires to determine their origin; preserve evidence, and interview witnesses and suspects.

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- Prepare and maintain fire prevention, fire investigation, and fire inspection activity reports.
- Clean and service firefighting and emergency medical equipment; inspect and test equipment carried on fire trucks.
- Participate in the maintenance of clean and orderly conditions in and about the fire station.
- Study fire authority rules and regulations, fire hazards, and firefighting techniques; attend drills and staff conferences.
- Maintain an awareness of area demographics and water systems. Participate in the Authority's fire prevention program.
- Give demonstrations, classes, and training to the public. Assist with the Weed Abatement program.
- Assist in the inspection of commercial buildings, businesses, restaurants, schools, and other structures for compliance with fire safety codes and Certificate of Occupancy inspections.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Fire equipment and apparatus.
- Purpose and use of a variety of vehicles, equipment, tools, and apparatus used in firefighting, rescue, and medical assistance operations.
- Principles of mechanics, hydraulics, and mathematics as related to Fire Engineer duties.
- Emergency Medical Services and CPR.

Demonstrated Ability to:

- Understand and act in accordance with department policies, rules, instructions and written material in the field of firefighting.
- Demonstrate mechanical aptitude as required in the operation of firefighting equipment.
- Learn emergency medical and life support techniques required for some positions.
- Learn to effectively and safely drive and operate the full range of fire apparatus and equipment used by the division.

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- Perform field calculations of hydraulics for the proper and effective operations of equipment at emergency scenes.
- Demonstrate physical endurance, agility, strength, and stamina in the performance of hazardous tasks under emergency conditions; think and act quickly in emergencies.
- Understand and follow oral and written directions promptly and accurately.
- Communicate effectively, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

Twelve (12) months experience in fire suppression comparable to the South San Joaquin County Fire Authority.

Training, Licenses, and Certificates:

Pursuant to California Vehicle Code Section 12804.11(a), possession of, and ability to maintain a non-commercial class A, B, or C license with a Firefighter Endorsement or hold a class A or B non-restricted commercial driver license.

Possession of, or ability to obtain, appropriate, valid EMT and CPR Certification.

Firefighter I Certificate

EMT-B Certificate, required

EMT-P Certificate, desired

California State Fire Marshal's Office Driver/Operator 1A and 1B

SPECIAL REQUIREMENTS

In accordance with Authority policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

In accordance with Authority policy, incumbents in this class are required to be non-smokers as part of the qualifications for employment.

TOOLS

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone.

PHYSICAL DEMANDS

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The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities per DMV requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

<i>This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.</i>

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FIRE INSPECTOR

Class Title:	Fire Inspector	Class Code:	100
Division(s):	CCR	Unit:	Unrepresented - PT
EEO Code:	76	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	7706

DESCRIPTION

Under supervision of the Fire Marshal this non-safety classification performs technical inspections and investigative work in enforcing compliance with laws, ordinances, and regulations by conducting inspections of public and private premises. The Fire Inspector investigates the cause and origin of fires, and educates the public and other agencies on fire safety practices; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The position of Fire Inspector carries out the provisions of an established fire protection program, performing inspection work, enforces fire laws, ordinances, and regulations; performs fire investigation work, and disseminates fire safety information to the public and other agencies. The incumbent is expected to have sufficient knowledge of the building industry to perform fire inspections and minor plan checks relating to new and remodeled construction. The incumbent is also expected to regularly exercise technical judgment and discretion based on their knowledge of fire protection systems. They must exhibit excellent customer service skills. This position is distinguished from the Firefighter classes, which involve general duty firefighting responsibilities. Receives supervision from the Fire Marshal or higher level management staff.

SUPERVISION RECEIVED AND EXERCISED

Receives direction and supervision from the Fire Marshal or higher-ranking officer.
Exercises no supervision or direction over other staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Interpret and enforce provisions of fire protection and fire safety laws, ordinances, and other regulations.
- Perform periodic and follow-up inspections of new and existing buildings, structures and installations requiring fire clearances, fire protection systems and fire alarms.
- Investigate complaints pertaining to violation of fire prevention laws; give correction orders as necessary including weed abatement.
- Investigate causes of fire; collect, research, prepare and present reports at the direction of the Fire Marshal.

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- Inspect commercial, industrial, education and multi-family residential buildings for compliance with local, state and national regulations by;
 - o Inspecting and testing for the proper installation and operation of fire protection systems
 - o Researching and reviewing regulations, codes and ordinances for application and interpretation in relation to various conditions
 - o Assisting in investigating the cause and origin of fires
 - o Preparing reports and maintaining records of fire inspections and investigation work
 - o Performing technical/special inspections including review of building plans and issuing permits as required
- Provide information to the public concerning fire prevention practices and procedures.
- Develop and conduct training programs and make group presentations relative to fire prevention and fire investigation.
- Maintain and prepare records and reports.
- Check plans, specifications, and calculations on building, fire protection equipment and systems, and hazardous equipment installations.
- Check plans to determine fire and life safety requirements are in accordance with Titles 19 and 24 of the California Administration Code and applicable Fire Protection and Building Code standards.
- Perform related duties and responsibilities as directed.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Principles, practices, and techniques of fire protection.
- Federal, state, and local fire prevention codes and ordinances.
- Principles and techniques of building inspection work.
- Authority and Division policies and procedures.
- Practices, procedures, and equipment used in fire investigation, including the recognition and collection of evidence.
- Fire related equipment including fire extinguishers, sprinkler systems and alarm systems.

Demonstrated Ability to:

- Apply technical knowledge, follow proper inspection techniques, and detect deviations from plans regulations and standard safety practices.

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- Interpret and enforce federal, state, and local fire prevention codes and ordinances.
- Identify fire hazards and recommend corrective actions.
- Maintain records and prepare reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Operate modern office equipment including computer equipment.
- Operate a motor vehicle safely.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

High School diploma or equivalent supplemented by college level courses in fire science, prevention, building inspection, construction or related course work..

Experience:

A minimum of two (2) years of technical experience in one or more of the following areas: Fire Inspection, Building Inspection, Fire Protection Engineering, Fire Investigation, Fire Protection Installation or Fire Prevention Education.

LICENSES/CERTIFICATES

Possession of, or ability to obtain and maintain a valid Class C California driver's license.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities as per DMV requirements.

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WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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FIRE MARSHAL

Class Title:	Fire Marshal	Class Code:	170
Division(s):	CCR	Unit:	Unrepresented MGT
EEO Code:	70	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general direction of the Fire Chief, supervises, plans, organizes, manages, and coordinates the activities of the Fire Prevention Bureau, with responsibilities that encompass fire safety, code compliance, public education, fire cause and arson investigation, building and construction inspections and plan checks for compliance with fire codes and ordinances. Responsible for the enforcement of all laws, ordinances and regulations related to the protection of lives and property from fire, fire origin investigations and public fire prevention education; and provide highly complex assistance to higher level management.

DISTINGUISHING CHARACTERISTICS

The position of Fire Marshal receives general direction from the Fire Chief and is distinguished from the Battalion Chief in that the former coordinates and supervises the activities of the Community Risk Reduction Division to include fire investigations, inspections and prevention, while the latter directs the activities of personnel assigned to suppression and emergency rescue operations.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction and supervision from the Fire Chief.
- Supervises personnel assigned to the Fire Prevention Bureau including career and reserve personnel.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Serve as a key member of the Fire Authority's Management Team that develops, implements, and maintains a comprehensive fire protection and community risk reduction program,
- Conducts and supervises fire prevention activities including inspections, plan review, and issuance of permits for proposed developments and pre-construction and renovations of new and existing residential, commercial, and industrial occupancies.

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- Enforce and supervise those who enforce laws, ordinances and regulations pertaining to the prevention and control of fire and the protection of life and property from the impacts of fire and other emergencies., Inspect and supervise those who inspect the proper installation and maintenance of fire control and fire and life safety systems and the storage and handling of combustible materials which create fire hazards. Establishes policies and develop and implement fire code ordinance adoption process.
- Supervises the maintenance of local fire loss, cause and investigation records, and similar data obtained from state and national records including fire deaths and injuries.
- Performs and supervises activities related to the review of annexations and subdivisions. Coordinates and performs required plans checking functions. Calculates water fire flows for building requirements. Issues warnings and citations for fire code violations; issues burn permits
- Prepares and maintains a variety of reports, records and files related to assigned activities and personnel including emergency incidents, fire prevention, fire investigations, fire training and equipment maintenance.
- Provides public education in fire prevention for schools, community groups, and other organizations or institutions. Develops and maintains a comprehensive training program for personnel assigned to the Community Risk Reduction Division performing inspection duties.
- Communicates with administrators, personnel, the public and outside organizations to coordinate activities, resolve issues and conflicts, and exchanges information.
- Selects, supervises, and evaluates assigned personnel.
- Develops and administers Bureau operating budget.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, methods, and practices of fire loss prevention management.
- Applicable Federal, State, and local codes, laws, ordinances, and fire safety standards.
- Chemical and related characteristics for a wide variety of flammable and explosive materials.
- Fire prevention, suppression, and investigation principles, procedures, methods, practices, and techniques and related ordinances and regulations and equipment.
- Building, electrical, mechanical, and fire codes.
- Principles and practices of supervision, training, and personnel management.

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- Budget preparation and administration.

Demonstrated Ability to:

- Plan, organize, administer, evaluate, and participate in comprehensive fire prevention and loss management programs.
- Recognize fire hazards such as structural conditions and hazardous materials and recommend techniques for corrective action.
- Exercise independent judgment in a manner consistent with job duties and divisional or Authority policies; use good judgment in emergency or critical situations; remain calm and work effectively in stressful situations.
- Analyze data, reports and other information.
- Effectively apply standard fire prevention techniques.
- Conduct comprehensive investigations and make sound decisions.
- Prepare and maintain a variety of accurate and thorough records and reports files and reference materials.
- Communicate clearly and concisely both orally and in writing.
- Meet and deal tactfully, and establish and maintain cooperative working relationships with staff, officials, the public, news media, and other governmental agencies.
- Develop and implement policies and procedures.
- Demonstrate problem-solving skills.
- Represent the Authority when meeting with contractors, engineers, and developers and in public meetings.
- Work cooperatively with others; demonstrate interpersonal sensitivity.
- Develop innovative fire prevention solutions that meet code and regulatory requirements while providing the customer with reasonable, obtainable expectations.
- Supervise, train, and evaluate assigned subordinates

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Bachelor of Arts/Science degree, or higher, from an accredited college or university in fire science, fire technology, fire prevention, fire protection engineering, or a closely related field.

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Experience:

Equivalent to five (5) full-time years of progressively responsible experience in Fire Prevention and Inspection or building inspection, with at least two years supervisory and budget experience.

LICENSES AND CERTIFICATIONS

This classification requires the use of a personal or Fire Authority vehicle while conducting Authority business. In order to drive, individuals must be physically capable of operating the vehicles safely and must possess and maintain a valid Class C California motor vehicle operator's license.

Possession of CPR certification issued by the American Red Cross or the American Heart Association.

Fire Marshal certifications issued by the Office of the State Fire Marshal are highly desirable.

Possession of California State Fire Training Fire Investigation 2A and 2B certifications are highly desirable.

Possession of a Certificate of Completion (P.C. 832) for course in arrest, search and seizure, as issued by the California Commission on Peace Officer Standards and Training, or is required within one (1) year of appointment.

SPECIAL REQUIREMENTS

Incumbents must be able to comply with the requirements of this position to wear respiratory protective equipment whenever necessary.

Successful completion of a physical examination, DOJ fingerprinting, credit check, and criminal history review.

TOOLS AND EQUIPMENT

Emergency medical and fire apparatus, radio, pager, personal computer, phone.

PHYSICAL DEMANDS

The physical demands described are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to stand; walk; operate office equipment requiring repetitive arm/hand movements when assigned to the office. The incumbent may also sit for extended periods of time and must have an ability to frequently change positions.

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Specific vision abilities are as outlined by DMV requirements. The incumbent must be able to discriminate among colors and shades of color and have hearing sufficient to test alarms and other auditory devices. Must be able to coordinate the movement of more than one limb simultaneously in order to drive in a Code 3 situation. Incumbent occasionally works at heights greater than 10 feet, climb ladders or steps to reach objects, use stomach and lower back muscles to support the body repeatedly or continually over time; and walk over rough, uneven or rocky surfaces.

When responding to emergency incidents, must be able to stand and walk for extended periods of time unable to rest at will, bend and stoop repeatedly; lift and use arms above shoulder level; and, move objects weighing up to 50 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

When responding to emergency incidents, the incumbent may be exposed to a variety of weather conditions including very hot and cold temperatures and work in small cramped areas.

The incumbent may also wear a self-contained breathing apparatus to move debris, dirt or other materials.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

RESERVE FIREFIGHTER
(Part time/ Limited Service)

Class Title:	Reserve Firefighter	Class Code:	120
Division(s):	Operations	Unit:	Limited Service
EEO Code:	79	Effective Date:	07/01/2020
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety		

DESCRIPTION

Under the general direction of the Fire Captain or his/her designee, the Reserve Firefighter maintains a variety of firefighting equipment, responds to alarms and other emergencies, protects life and property, participates in activities such as fire prevention, fire investigation, public education, and training sessions, and performs station and equipment maintenance.

DISTINGUISHING CHARACTERISTICS

This is a Limited Service part-time, temporary position. Reserve Firefighters are required to attend at least 25% of "all call-outs" or "call backs" annually.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision the Fire Captain and/or his designee/Commanding Officer/Company Officer. Reports to anyone of higher rank.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

- Applies principles and practices of modern firefighting techniques and performs firefighting and other emergency activities as directed.
- Responds to fire alarms, maintains awareness of area streets, special hazards, and water systems.
- Attends drills and staff training activities; participates in fire department activities and readiness.
- Follows and applies Authority and department policies, rules, regulations, and guidelines.
- Applies EMT protocols, CPR, and other medical assistance techniques.
- Uses proper safety techniques in the operation and maintenance of various fire department equipment, tools, and facilities.
- Uses effective communication skills, both oral and written; follows direction.

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- Establishes and maintains effective working relationships with those contacted in the course of work.
- Provides community service.

Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Hose sizes and general knowledge of gallons per minute (gpm).
- Salvage and overhaul techniques.
- Stages of fire, fire suppression and building construction.
- Fire behavior.
- The California Vehicle Code.
- Water sources within the South San Joaquin County Fire Authority response area.
- How to establish water sources.
- South San Joaquin County Fire Authority response procedures.
- Adult/child/infant CPR and First Aid procedures.
- Facility maintenance procedures, i.e.: Standard Operating Guidelines (SOGs).
- South San Joaquin County Fire Authority safety guidelines, protocols, and general safety techniques.
- Proper grammar, spelling and documentation.
- Computers, emails, and etiquette.
- Community and community service activities.
- Knowledge and awareness of diversity issues within an organization and community.

Demonstrated Ability to:

- Deploy hose, secure water line, and utilize water supply systems.
- Lift, throw and deploy ground ladder.
- Don and doff Personal Protective Equipment (PPE) within South San Joaquin County Fire Authority standards.
- Operate under stressful situations.
- Possess and maintain a valid California Driver's License, Class C.
- Operate a motor vehicle; also operate and maintain a personal vehicle and have access.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Read maps, area familiarization, map testing, and studying to learn the South San Joaquin County Fire Authority response area.
- Respond to a minimum of 25% of all call-outs.
- Arrange personal schedule to accommodate trainings/drills/activities/alarms.
- Follow, understand, and retain oral and written instructions, as well as South San Joaquin County Fire Authority Personnel Rules and regulations.
- Speak, understand, and write in the English language.
- Earn and maintain an EMT-B or higher certification.
- Use good judgment.
- Recognize medical emergencies, respond appropriately, and perform treatment within the scope of practice.
- Operate South San Joaquin County Fire Authority tools and equipment.
- Apply safety protocols. Ability to understand and apply social interactions with personnel, the public/customers given the setting.
- Work in a team setting, work well with others, e.g., the public/groups/individuals with differing beliefs or opinions and socioeconomic origins.
- Resolve conflicts respectfully and civilly and know when compromise is prudent.
- Engage in public speaking, interact with, and educate the community.
- Work hard and commit to time demands.
- Adapt and complete any task related to the fire service (within the scope of training)
- Perform administrative tasks.

EDUCATION, EXPERIENCE AND SPECIAL REQUIREMENTS

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Education equivalent to completion of the 12th grade (High School Diploma or GED).
- Courses in Fire Sciences desirable.
- A.S. Degree in Fire Sciences desirable.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Experience:

- General work experience. Military, Emergency Medical Service (EMS) and/or hospital experience desirable.
- EMT-B Certificate desirable.
- Minimum of one (1) year full-time or volunteer firefighting desirable.

LICENSES AND CERTIFICATES

- Possession of, and ability to maintain a valid California Class C driver's license.
- Possession of a valid certification in CPR/first aid for the professional rescuer by an approved provider; required at time of application.
- Possession of active credentials for Candidate Physical Agility Test (CPAT) certification is required at time of application.
- Emergency Medical Technician – Basic (EMT-B) or Paramedic (EMT-P) Certification is desirable.
- Firefighter I certification is desirable. For candidates who do not possess the Firefighter I certification, possession of, or ability to obtain Firefighter I certification from the State of California within one year of appointment.
- Completion of a California State Fire Marshal Approved Fire Academy is desirable.

SPECIAL REQUIREMENTS

Must be eighteen (18) years or older upon appointment.

Must reside in the South San Joaquin County Fire Authority response area.

In accordance with Authority policy, appointees to this position are required to be non-smokers.

Vision correctable to at least 20/30 in each eye.

TOOLS AND EQUIPMENT USED

EMS equipment, hoses, radio, computers, telephone, Personal Protective Equipment (PPE), Fire equipment, cutting tools, prying tools, rescue tools, skill saws, chain saws, hydraulics, ladders, pike pool, hydrant wrench, pneumatics, hammer, hurst tools, power tools, other standard firefighting, and emergency tools.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by a Reserve Firefighter to successfully perform the essential functions of this job.

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Job Descriptions

While performing the duties of this job, the Reserve Firefighter is frequently required to stand; walk; use hands to finger, handle or operate objects, tools, or controls; reach with hands and arms; have endurance. The Reserve Firefighter is occasionally required to sit; jump; stand; pull; push; climb; balance; hit; crush; swing; roll; break; run; balance; walk; strength training; stoop, kneel, crouch, or crawl; talk to hear; and taste or smell.

The Reserve Firefighter must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those a Reserve Firefighter encounters while performing the essential functions of this job.

While performing the duties of this job, the Reserve Firefighter regularly works in outside weather conditions; extreme conditions; occasionally works near moving mechanical parts and in high, precarious places; occasionally exposed to wet and/or humid conditions, fumes, airborne particles, Bloodborne Pathogens; toxic or caustic chemicals; hazardous environments; confined spaces; tight spaces; steep embankments; heights; dangerous large equipment; traffic and roadway hazards; risk of electrical shock; vibrations.

The noise level in the work environment is usually moderate, except during specific firefighting Emergency Medical Technician (EMT) activities when noise levels may be loud (ear protection provided).

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

FIREFIGHTER

Class Title:	Firefighter	Class Code:	060
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under the general direction of the Fire Captain, the firefighter operates and maintains a variety of firefighting equipment; responds to fire alarms and other emergencies; protects lives and property; participates in fire prevention, fire investigation, public education, station and equipment maintenance, and other related assigned duties.

DISTINGUISHING CHARACTERISTICS

Firefighters are distinguished from other positions in the Authority by their sole focus on training, practicing, and executing general duty firefighting responsibilities.

SUPERVISION RECEIVED AND EXERCISED

Works under the general supervision of the Fire Captain. May assist, coordinate, instruct, and/or supervise the work of reserve and other fire personnel as assigned

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Apply principles and practices of modern firefighting techniques and perform firefighting and other emergency activities as directed.
- Use proper safety techniques in the operation and maintenance of Authority equipment, tools, and facilities.
- Follow and apply Authority policies, rules, regulations, and guidelines.
- Apply EMT-D protocols, CPR, and other medical assistance techniques.
- Use effective communication skills, both oral and written; follow directions.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Attend drills and staff training activities; participate in Authority activities.

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- Respond to alarms; maintain awareness of area streets, special hazards, and water systems.
- Establish and maintain effective training and readiness.
- Assist in minor maintenance to keep the areas in and about the fire house clean and orderly.
- Clean and service firefighting and medical equipment; inspect and test medical equipment.
- Provide community service.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Principles and practices of fire suppression techniques and their application
- Basic knowledge of hazardous materials management
- Knowledge of applicable local, state, and federal laws, ordinances, and codes
- Hose sizes and general knowledge of gallons per minute (gpm).
- Salvage and overhaul techniques.
- Basic principles of building construction.
- Fire behavior
- The California Vehicle Code.
- Water sources within the South San Joaquin County Fire Authority response area.
- How to establish water sources.
- Adult/child/infant CPR and First Aid procedures.
- Facility maintenance procedures, i.e.: Standard Operating Guidelines (SOGs).
- South San Joaquin County Fire Authority safety guidelines, protocols, and general safety techniques.
- Proper grammar, spelling and documentation.
- Computers, emails, and etiquette.
- Community and community service activities.
- Knowledge and awareness of diversity issues within an organization and community.

Demonstrated Ability to:

- Deploy hose, secure water line, and utilize water supply systems.

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Job Descriptions

- Lift, throw and deploy ground ladder.
- Don and doff Personal Protective Equipment (PPE) within South San Joaquin County Fire Authority standards.
- Operate under stressful situations.
- Operate a motor vehicle; also operate and maintain a personal vehicle and have access.
- Read maps, area familiarization, map testing and studying to learn the South San Joaquin County Fire Authority response area.
- Learn and consistently apply South San Joaquin County Fire Authority response procedures.
- Follow, understand, and retain oral and written instructions, as well as South San Joaquin County Fire Authority Personnel Rules and regulations.
- Speak, understand, and write clearly in the English language.
- Use good judgment.
- Recognize medical emergencies, respond appropriately, and perform treatment within the scope of practice.
- Operate South San Joaquin County Fire Authority tools and equipment.
- Apply safety protocols.
- Understand and apply social interactions with personnel, the public/customers given the setting.
- Work in a team setting, work well with others, i.e.: the public/groups/individuals with differing beliefs or opinions and socioeconomic origins.
- Resolve conflicts in a respectful and civil manner and know when compromise is called for.
- Engage in public speaking, interact with, and educate the community.
- Work hard and commit to time demands.
- Adapt and complete any task related to the fire service (within the scope of training)
- Perform administrative tasks.

EDUCATION AND EXPERIENCE

Any combination of education, experience, and training that would likely provide the required knowledge and abilities if qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Education equivalent to completion of the 12th grade (High School Diploma or equivalency certificate).

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Job Descriptions

- Courses in Fire Sciences desirable.
- A.S. Degree in Fire Sciences desirable.

LICENSES AND CERTIFICATES

- Must possess and maintain a valid Class C California Driver License with appropriate endorsements for the assignment.
- Must possess and maintain a valid EMT-B certificate as a condition of employment. An EMT-P Certificate is desirable.
- Must possess a Certificate of Completion from a fire academy (Firefighter 1)
- Must possess a Valid CPAT Certification (within the last 12-months)

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities as per DMV requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

TOOLS AND EQUIPMENT USED

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Emergency medical aid unit, fire apparatus, fire pumps, hoses, ladders, first aid equipment, radio, pager, computers, phones and other standard firefighting/emergency tools and equipment.

SPECIAL REQUIREMENTS

In accordance with Authority policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

In accordance with Authority policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

FIREFIGHTER TRAINEE

Class Title:	Firefighter Trainee	Class Code:	7102
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under the direction of the South San Joaquin County Fire Authority (Authority), and in conjunction with the designated Fire Academy Training Academy/Program Officer, the Firefighter Trainee will be trained in a wide range of firefighting techniques, knowledge, skills, and abilities in the areas of operations, fire prevention, fire investigation, public education, EMS, operating and maintaining firefighting equipment, station maintenance and other related firefighter skills and duties.

DISTINGUISHING CHARACTERISTICS

This is a temporary Trainee classification. The Trainee who successfully completes the Fire Training Academy Program, will be offered a fulltime position in the Firefighter classification within the Authority.

SUPERVISION RECEIVED AND EXERCISED

Works under the direct supervision of the designated Authority Representative and, while attending academy training, the Academy Training Program Officer.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Learn to apply principles and practices of modern firefighting techniques and perform firefighting and other emergency activities as directed.
- Learn the proper safety techniques, in the operation and maintenance of various fire department equipment, tools and facilities.
- Learn the Fire Authority policies, rules, regulations, and guidelines.
- Learn to apply EMT protocols, CPR, and other medical assistance techniques.
- Learn to use effective communication skills, both oral and written; follow directions.
- Establish and maintain effective working relationships with those contacted in the course of work. Attend drills and staff training activities; participate in fire department activities.
- Learn area streets, special hazards, and water systems.

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- Establish and maintain effective training and readiness.
- Learn to assist in minor maintenance to keep the areas in and about the fire house clean and orderly. Learn to clean and service firefighting and medical equipment; inspect and test medical equipment. Participate in community activities as assigned.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Basic Knowledge of First Aide and medical assessment techniques
- Applicable local, state, and federal laws, ordinances, and codes
- The California Vehicle Code.
- Proper grammar, spelling and documentation.
- Computers, emails, and etiquette.
- Knowledge and awareness of diversity issues within an organization and community.

Ability to:

- Learn and apply the basic principles of fire suppression
- Learn and apply the basic principles of hazardous material management
- Don and doff Personal Protective Equipment (PPE) within South San Joaquin County Fire Authority standards.
- Operate under stressful situations.
- Operate a motor vehicle; also operate and maintain a personal vehicle and have access.
- Read maps, area familiarization, map testing and studying to learn the South San Joaquin County Fire Authority response area.
- Learn and consistently apply South San Joaquin County Fire Authority response procedures.
- Follow, understand, and retain oral and written instructions, as well as South San Joaquin County Fire Authority Personnel Rules and regulations.
- Speak, understand, and write clearly in the English language.
- Use good judgment.
- Recognize medical emergencies, respond appropriately, and perform treatment within the scope of practice.
- Learn to and operate South San Joaquin County Fire Authority tools and equipment.

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- Apply safety protocols.
- Understand and apply social interactions with personnel, the public/customers given the setting.
- Work in a team setting, work well with others, e.g., the public/groups/individuals with differing beliefs or opinions and socioeconomic origins.
- Resolve conflicts in a respectful and civil manner and know when compromise is called for.
- Engage in public speaking, interact with, and educate the community.
- Work hard and commit to time demands.
- Adapt and complete any task related to the fire service (within the scope of training)
- Perform administrative tasks.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- High school diploma or equivalent
- Courses in Fire Science or related fields desirable

LICENSES AND CERTIFICATES

- Must possess and maintain a valid Class C California Driver License or higher with Firefighter endorsements.
- Must possess and maintain a valid EMT-B, EMT-I or EMT-P certificate as a condition of employment

ADDITIONAL REQUIREMENTS

Incumbent must be eighteen years of age.

Incumbent must be Candidate Physical Ability Test (CPAT) certified; certification must be valid within one year of the final submission date of the application period.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

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Job Descriptions

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move 10 to 100 pounds. Specific vision abilities apply per DMV requirements.

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SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, ladders, first aid equipment, radio, pager, computers, phones and other standard firefighting/emergency tools and equipment.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

FIREFIGHTER/ PARAMEDIC

Class Title:	Firefighter/ Paramedic	Class Code:	061
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under the general supervision of the Fire Captain, performs firefighting and emergency medical response activities to protect life and property; to respond to a variety of fire, emergency, and non-emergency calls for service; to perform station and equipment maintenance and to perform a variety of other technical and complex tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS

Firefighters/ Paramedics are distinguished from Firefighters by their responsibility to provide emergency medical response in addition to responding to a variety of fire emergencies to protect life and property.

SUPERVISION RECEIVED AND EXERCISED

The firefighter/paramedic works under the general supervision of the Fire Captain and Division Chief. The Firefighter/Paramedic accomplishes a variety of duties in the protection of life and property by combating, extinguishing, and preventing fires as well as providing emergency medical care; rescues or protects individuals from hazardous environments; maintains fire station, grounds and equipment; participates in fire prevention inspections, fire prevention and suppression training programs; and performs other related work as required.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Respond to fire and emergency routine alarms as part of a firefighting team; lay hose, set ladders, ventilate building and perform salvage/overhaul functions; provide basic and advanced life support services to ill and injured persons in accordance with policies and protocols for the Authority as well as those of the San Joaquin County EMS Agency.
- Perform emergency medical services as an Emergency Medical Technician - Paramedic (EMT - P).
- Assist in the performance of periodic Uniform Fire Code inspections of industrial and commercial businesses and places of assembly; assist in the enforcement of fire

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prevention codes by inspecting and documenting violations that need corrective action, and seek compliance.

- Assist in the performance of routine daily, weekly, and monthly inspections of fire apparatus and equipment; maintain fire station and grounds; perform routine and minor repairs as necessary; inform station Fire Engineer or Captain of major repair work needed; perform inspections and routine maintenance on rescue squad apparatus.
- Complete patient care reports, prepare, write and file reports concerning incidents, autos, light trucks, rescue, and apparatus maintenance, inventory, occupancy survey, notice of violation, supply requisitions, work orders, and other fire related information.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Recognize medical emergencies, respond appropriately, and perform treatment within the scope of practice.
- Principles and practices of emergency medical care and basic life support
- Principles and practices of medical transport
- Principles and practice of medical assessment and site safety assessment.
- Adult/child/infant CPR and First Aid procedures.
- Principles and practices of fire suppression techniques and their application
- Basic knowledge of hazardous materials management
- Knowledge of applicable local, state, and federal laws, ordinances, and codes
- Fire behavior
- The California Vehicle Code.
- South San Joaquin County Fire Authority safety guidelines, protocols, and general safety techniques.
- Proper grammar, spelling and documentation.
- Computers, emails, and etiquette.
- Community and community service activities.
- Knowledge and awareness of diversity issues within an organization and community.

Demonstrated Ability to:

- Apply emergency medical care and life support to ill and injured individuals.
- Don and doff Personal Protective Equipment (PPE) within South San Joaquin County Fire Authority standards.

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Job Descriptions

- Operate under stressful situations.
- Operate a motor vehicle; also operate and maintain a personal vehicle and have access.
- Read maps, area familiarization, map testing and studying to learn the South San Joaquin County Fire Authority response area.
- Learn and consistently apply South San Joaquin County Fire Authority response procedures.
- Follow, understand, and retain oral and written instructions, as well as South San Joaquin County Fire Authority Personnel Rules and regulations.
- Speak, understand, and write clearly in the English language.
- Use good judgment.
- Operate South San Joaquin County Fire Authority tools and equipment.
- Apply safety protocols.
- Understand and apply social interactions with personnel, the public/customers given the setting.
- Work in a team setting, work well with others, i.e.: the public/groups/individuals with differing beliefs or opinions and socioeconomic origins.
- Resolve conflicts in a respectful and civil manner and know when compromise is called for.
- Engage in public speaking, interact with, and educate the community.
- Work hard and commit to time demands.
- Adapt and complete any task related to the fire service (within the scope of training)
- Perform administrative tasks.

EDUCATION AND EXPERIENCE

Any combination of education, experience, and training that would likely provide the required knowledge and abilities if qualifying. A typical way to obtain the knowledge and abilities would be:

- High school diploma or equivalent
- Successful completion of a recognized California State Fire Marshal Accredited Fire Academy (Firefighter I) is required

LICENSES AND CERTIFICATES

- California State Fire Marshall Firefighter 1 Certification
- EMT-P (Must be valid in State of California)
- EMT-P County accreditation within 60 days of appointment

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- Proof of current Advanced Cardiac Life Support (ACLS)
- Proof of current Pediatric Advanced Life Support (PALS) or Pediatric Education for Pre-Hospital Professionals (PEPP)
- Proof of Pre-Hospital Trauma Life Support (PHTLS) or Basic Trauma Life Support (BTLS) Current American Heart Association CPR Healthcare Provider or equivalent
- Must possess and provide proof of an appropriate California Driver License
- Incumbent must be Candidate Physical Ability Test (CPAT) certified; certification must be valid within one year of the final submission date of the application period.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. DMV will also require you to have specific vision abilities.

WORK ENVIRONMENT

Emergency firefighting environment; exposure to heat, noise, dust, grease, smoke, fumes, gases, radiant energy, toxic materials and inclement weather conditions; work at heights on scaffolding and ladders and with water; work in confined spaces.

Essential and marginal functions may require maintaining physical condition necessary for heavy, moderate or light lifting; sitting, walking or standing for prolonged periods; climbing with both legs and arms; operating motorized equipment and vehicles.

TOOLS AND EQUIPMENT USED

Fire apparatus, fire pumps, hoses, ladders, Basic and Advanced Life Support medical equipment, radio, pager, computers, phones and other standard firefighting/emergency tools and equipment.

SPECIAL REQUIREMENTS

In accordance with South San Joaquin County Fire Authority policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

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Job Descriptions

In accordance with South San Joaquin County Fire Authority policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

HUMAN RESOURCES ANALYST I

Class Title:	Human Resources Analyst I	Class Code:	132
Division(s):	Administration	Unit:	Unrepresented - Mgr
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under direction, the Human Resources Analyst I directs human resources, benefits, and risk management programs, provides analytical support to the Division Chief and other management staff in the areas of recruitment/selection, classification/compensation, benefits administration, training and development, labor relations, policies and procedures; exercises discretion and use of good judgment in working with confidential and sensitive issues on a regular basis; and performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Human Resources Analyst I is an entry level classification which may be used as a generalist performing the full range of transactional and technical human resources duties and responsibilities under the direction of a Fire Division Chief, or as a specialist in support of a Human Resources Manager. A Human Resources Analyst I is differentiated from a Human Resources Analyst II in its responsibility to perform the day-to-day duties necessary to support the employment of personnel, pay and leave management, recruitment and selection, onboarding, interpreting policy and labor agreements, benefits administration, may be asked to support payroll processing, and answer employee questions. The Human Resources Analyst II has the added responsibilities for risk management and legal and regulatory compliance in personnel matters, identifies new policy needs and makes related recommendations, makes classification and compensation recommendations after reviewing study information, performs data analysis for various business needs. Human Resources Analysts perform work related to the costing of employee benefits, personnel budgets, and is privy to other aspects of management proposals during negotiations. This work is Confidential under the Meyers-Milias-Brown Act.

SUPERVISION RECEIVED AND EXERCISED

Reports directly to a Division Chief or Human Resources Manager. May provide functional supervision over lower-level support staff, interns, or volunteers.

Incumbents are expected to work independently, exercise sound judgment and apply professional knowledge and skill to various personnel programs and activities.

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Job Descriptions

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Performs a wide variety of confidential and sensitive professional personnel work in a variety of personnel program areas including recruitment, selection, classification, compensation, training, benefits administration, and other aspects of personnel.
- Plans and coordinates, executes or directs all facets of the recruitment and selection process including but not limited to developing recruitment strategies, preparing job announcements, screening and accepting or rejecting applications based on qualification standards, administering tests, placing appropriate advertising, scheduling, designing and coordinating the entire interview process; ensures that fair employment practices are followed, performing diversity outreach, maintaining and monitoring the Authority's EEO data for compliance with Federal requirements and assessing the effectiveness of recruitment efforts, including and recommending improvements as necessary.
- Interprets Authority policies, procedures, laws, regulations, and Memorandums of Understanding in response to inquiries and complaints; ensures compliance with FMLA, ADA, EEO statutes; refers inquiries as appropriate.
- Works with employees regarding leave requests and provides notices and acknowledgements of leave entitlements. Makes referrals to legal or disability and leave case management service provider as appropriate. Participates in interactive process discussions as assigned.
- May conduct job analysis or position reviews, makes recommendations, as assigned, for ongoing maintenance activities for the Classification and Compensation plans.
- Answers inquiries and requests for information on subjects such as employment verification, job openings, survey inquiries, and benefits.
- Supplies input for salary and benefit surveys; conducts spot surveys of personnel practices elsewhere and otherwise researches issues upon request.
- Assists in the development and implementation of personnel management policies and practices and language proposals for memorandums of understanding.
- Assists in the development and preparation or revisions of job descriptions and in the administration of class and compensation reviews.
- Monitors compliance with all aspects of the Memorandums of Understanding.
- Works with divisions to determine classification issues and solutions; performs surveys to identify comparative class and compensation data.
- Assists in performing Workers Compensation and Risk management duties, as assigned.
- Provides personnel related schedules, charts, and reports using data from a variety of sources in budget preparation and administration, including preparation of cost estimates and justifications for recommended budget items.
- Assists employees, supervisors, and managers on a variety of personnel issues.

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Job Descriptions

- Participates and assists in the administration of the division; prepares comprehensive reports, compiles information to be used in special projects and reports; and makes recommendations.
- Independently responds to letters and general correspondence of a routine nature; initiates and maintains a variety of files and records for information related to the division; maintains manuals and updates resource materials.
- Receives, investigates, compiles data, documents, and provides support to the Authority.
- Maintains liaison with appropriate government representatives and/or private firms or entities.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, methods, and procedures utilized in personnel management, particularly those related to recruitment/selection, classification, compensation, and salary and benefit administration.
- Principles of management, organization, budgeting, and staffing.
- Principles and techniques of administrative analyses.
- Principles and procedures of record keeping and/or records management.
- Personnel functions and pertinent federal, state, and local laws, codes, and regulations.
- Municipal government organization and operation.
- Communicate effectively in both oral and written form.
- Work effectively with employees, managers and the public.
- Maintain the highly confidential nature of personnel work.
- Convey a positive and professional image to customers, including citizens, employees and officials.

Demonstrated Ability to:

- Evaluate and recommend changes to policies, programs, and practices.
- Research, analyze, interpret, and apply various governing policies, laws, and regulations.
- Conduct research; prepare analytical reports.

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EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Four (4) years of documented education in an academic course of study or a Bachelor's Degree, supplemented by specialized training or education in public administration, personnel management, risk management or related field.

Experience:

Four (4) years of providing administrative support experience of which at least two years shall have been performing a variety of professional personnel and risk management experience. Lead direction or supervisory experience is desirable.

Licenses and Certificates:

Possession of, or ability to obtain an appropriate, valid California driver license.

TOOLS AND EQUIPMENT

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; electronic scheduling; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation. Communicate extensively using a telephone and/or a personal computer, and communicate in written form.

Attend evening meetings as required. Travel out of the Authority to attend meetings.

The employee must occasionally lift and/or move up to 10 pounds.
Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

HUMAN RESOURCES ANALYST

Class Title:	Human Resources Analyst II	Class Code:	132
Division(s):	Administration	Unit:	Unrepresented - Mgr
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under direction, the Human Resources Analyst II directs human resources, benefits, and risk management programs, provides analytical support to the Division Chief and other management staff in the areas of recruitment/selection, classification/compensation, benefits administration, training and development, labor relations, policies and procedures; exercises discretion and use of good judgment in working with confidential and sensitive issues on a regular basis; and performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Human Resources Analyst II is a full journey level classification which may be used as a generalist performing the full range of human resources duties and responsibilities under the direction of a Fire Division Chief, or as a specialist in support of a Human Resources Manager. A Human Resources Analyst performs personnel and policy work related to the costing of employee benefits, personnel budgets, and is privy to other aspects of management proposals during negotiations. This work is Confidential under the Meyers-Milias-Brown Act.

SUPERVISION RECEIVED AND EXERCISED

Reports directly to a Division Chief or Human Resources Manager. May provide functional supervision over lower-level support staff, interns, or volunteers.

Incumbents are expected to work independently, exercise sound judgment and apply professional knowledge and skill to various personnel programs and activities.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Performs a wide variety of confidential and sensitive professional personnel work in a variety of personnel program areas including recruitment, selection, classification, compensation, training, benefits administration, and other aspects of personnel.
- Plans and coordinates, executes or directs all facets of the recruitment and selection process including but not limited to developing recruitment strategies, preparing job announcements, screening and accepting or rejecting applications based on qualification standards, administering tests, placing appropriate advertising, scheduling, designing and coordinating the entire interview process; ensures that fair employment practices are followed, performing diversity outreach, maintaining and monitoring the Authority's

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EEO data for compliance with Federal requirements and assessing the effectiveness of recruitment efforts, including and recommending improvements as necessary.

- Interprets Authority policies, procedures, laws, regulations, and Memorandums of Understanding in response to inquiries and complaints; ensures compliance with FMLA, ADA, EEO statutes; refers inquiries as appropriate.
- Conducts position reviews, makes recommendations and performs, ongoing maintenance activities for the Classification and Compensation plans.
- Answers inquiries and requests for information on subjects such as employment verification, job openings, survey inquiries, and benefits.
- Coordinates and performs all aspects of leave and disability management from coaching employees in entitlements and practice, noticing and acknowledging approved leaves, tracking hours of each leave entitlement, conducting timely and compliant reasonable accommodation, temporary modified duty, and return to work programs.
- Supplies input for salary and benefit surveys; conducts salary surveys and spot surveys of personnel practices elsewhere, oversees multi-position compensation studies, and otherwise researches issues upon request.
- Develops, update, and implements personnel management policies and practices and language proposals for memorandums of understanding.
- Coordinates the development and preparation or revisions of job descriptions and in the administration of class and compensation reviews.
- Monitors compliance with all aspects of the Memorandums of Understanding.
- Works with divisions to determine classification issues and solutions; performs surveys to identify comparative class and compensation data.
- Assists in performing Workers Compensation and Risk management duties, as assigned.
- Provides personnel related schedules, charts, and reports using data from a variety of sources in budget preparation and administration, including preparation of cost estimates and justifications for recommended budget items.
- Assists employees, supervisors, and managers on a variety of personnel issues.
- Participates and assists in the administration of the division; prepares comprehensive reports, compiles information to be used in special projects and reports; and makes recommendations.
- Independently responds to letters and general correspondence of a routine nature; initiates and maintains a variety of files and records for information related to the division; maintains manuals and updates resource materials.
- Receives, investigates, compiles data, documents, and provides support to the Authority.
- Oversees personnel investigations and maintains appropriate confidentiality of reports for safety, performance, conduct, and other issues.

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- Maintains liaison with appropriate government representatives and/or private firms or entities.
- Performs related duties as assigned.

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MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, methods, and procedures utilized in personnel management, particularly those related to recruitment/selection, classification, compensation, and salary and benefit administration.
- Principles of management, organization, budgeting, and staffing.
- Principles and techniques of administrative analyses.
- Principles and procedures of record keeping and/or records management.
- Personnel functions and pertinent federal, state, and local laws, codes, and regulations.
- Municipal government organization and operation.
- Communicate effectively in both oral and written form.
- Work effectively with employees, managers and the public.
- Maintain the highly confidential nature of personnel work.
- Convey a positive and professional image to customers, including citizens, employees and officials.

Demonstrated Ability to:

- Evaluate and recommend changes to policies, programs, and practices.
- Research, analyze, interpret, and apply various governing policies, laws, and regulations.
- Conduct research; prepare analytical reports.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Four (4) years of documented education in an academic course of study or a Bachelor's Degree, supplemented by specialized training or education in public administration, personnel management, risk management or related field.

Experience:

Four (4) years of providing administrative support experience of which at least two years shall have been performing a variety of professional personnel and risk management experience. Lead direction or supervisory experience is desirable.

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Licenses and Certificates:

Possession of, or ability to obtain an appropriate, valid California driver license.

TOOLS AND EQUIPMENT

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; electronic scheduling; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation. Communicate extensively using a telephone and/or a personal computer, and communicate in written form.

Attend evening meetings as required. Travel out of the Authority to attend meetings.

The employee must occasionally lift and/or move up to 10 pounds.
Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

HUMAN RESOURCES MANAGER

Class Title:	Human Resources Manager	Class Code:	135
Division(s):	Administration	Unit:	Unrepresented - Mgr
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general direction, plans, organizes and directs the day to day operations of human resources work including, but not limited to, recruitment and selection, employee relations, investigation of sensitive personnel situations, classification, compensation, benefits administration, training and development, workers' compensation, risk management, safety, labor relations, coordination of assigned activities with other divisions, provides complex staff assistance as required; performs a wide range of management duties in support of division, division and Authority goals, programs, services, budgets and policies; supervises staff directly or through subordinate supervisors; performs other job related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Human Resources Manager receives general direction from the Division Chief and policy direction from the Fire Chief through the Board of Directors. This position oversees all activities related to Human Resources.

The Human Resources Manager is distinguished from the next higher class of Fire Division Chief by the latter's responsibility for an entire Division. The Human Resources Manager is distinguished from a Human Resources Analyst by the responsibility for all day-to-day operations and programs of Human Resources, whereas the Human Resources Analyst may be responsible for human resources at the program level.

SUPERVISION RECEIVED AND EXERCISED

The position receives supervision from a Division Chief and exercises direct and indirect supervision over assigned professional, technical, and clerical Human Resources staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Plan, organize, direct, and manage the operations, staff, and activities of the Authority's Human Resources Section; aid the Fire Division Chief, Fire Chief, and other higher-level management in human resources planning and strategic decision activities.

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- Plan, develop, direct, oversee, assess, monitor, revise, and participate in a variety of personnel program areas including recruitment, selection, classification, compensation, training and workforce development, benefits administration, performance management, risk management, disability and leave management, and other aspects of personnel management.
- Develop and implement goals, objectives, policies and priorities of programs and activities; assist the Fire Division Chief in developing and implementing goals, objectives and priorities for Division; support strategic priorities, goals and performance measures of the Authority.
- Communicate and collaborate with other divisions, divisions, committees, consultants, vendors, regulatory officials, public, elected officials, executive management, and outside agencies on human resource related programs
- Determine appropriate courses of action; identify problem areas and issues, and work to resolve; evaluate division programs and activities; make recommendations for improvements; develop, implement, and monitor changes.
- Recommend staffing needs, review staffing plans, and participate in recruitment and selection of staff; provide training, monitor employee performance objectives; coach and evaluate staff; work with employees to correct deficiencies; recommend and implement disciplinary procedures; resolve grievances.
- Prepare, forecast, administer division budget; prepare cost estimates; submit justifications for budget items; monitor and control expenditures; assist in preparation of Authority budget.
- Ensure compliance with Authority ordinance and policies, the Firefighter Bill of Rights and all state and federal employment laws and mandates.
- Monitor legislation and other developments related to Division/Authority programs and operations, evaluate impact, and make recommendations.
- Oversee development of RFP's and bid packages; oversee consultants, grants, and projects.
- Manage special projects, may lead cross divisional project teams and committees.
- Conduct position reviews and classification studies, recommend, and perform ongoing maintenance activities for the Classification and Compensation plans.
- Prepare or oversee the preparation of divisional or Authority-wide communications, Board of Director reports and agenda items, informational pieces; make presentations; represent the division or Authority at Boards, Committees, Commissions, and community groups.
- Perform other duties as assigned.

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Job Descriptions

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Laws, regulations, and guidelines governing programs, projects and activities of the assigned division.
- Principles and practices of municipal budgeting.
- Principles, structure, and organization of public sector agencies.
- Management and supervisory principles and practices.
- Advanced principles of assigned area of responsibility.

Demonstrated Ability to:

- Interpret laws, policies and procedures pertaining to division/Authority programs.
- Analyze organizational and administrative problems, programs; create, recommend, and implement an effective course of action.
- Analyze legislation related to assigned area of responsibility; evaluate impact and make recommendations.
- Develop and implement goals, objectives, policies, procedures, work standards and management controls.
- Resolve complex issues and build consensus among work groups.
- Maintain effective collaborative working relationships with other Authority staff, and various diverse community, business, and special interest groups.
- Effectively manage assigned staff, multiple programs, a diverse workload; work effectively under pressure, meet deadlines, and adjust to constantly changing priorities.
- Communicate clearly and concisely orally and in writing, make effective presentations, write reports, including reports to the Board of Directors.
- Provide technical assistance and leadership to various boards and committees
- Plan, organize, assign, review, train and evaluate the work of staff, if assigned.
- Prepare or assist with budget preparation and administration.

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Job Descriptions

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a Bachelor's degree from an accredited college or university with a major in human resources management, public business administration, or closely related field.

Experience:

Four (4) years of increasing responsible experience in personnel/labor relations administration including two (2) years of management and supervisory experience in various areas of the personnel field. Experience in a public agency setting is desirable.

LICENSES AND CERTIFICATIONS

Possession of, or ability to obtain an appropriate, valid California driver's license.

TOOLS

Requires frequent use of personal computer, including word processing, database and spreadsheet programs, website programs; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. On a continuous basis, sit at desk and in meetings for long periods of time. Communicate extensively through the use of a telephone and written means.

Specific vision abilities required include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

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Job Descriptions

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

INTERN – GENERALIST

Class Title:	Intern - Generalist	Class Code:	121
Division(s):	Fire Authority Wide	Unit:	Limited Service
EEO Code:	9	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	TBD	W/C Code:	9410

DESCRIPTION

This is a part-time temporary, position. Benefits for this position are limited to those that are required by law such as Healthy Families, Healthy Workplace Paid Sick Leave.

Duties to be determined as assigned by the Authority.

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Job Descriptions



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SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

FISCAL ANALYST I

Class Title:	Fiscal Analyst I	Class Code:	180
Division(s):	Administration & Operations	Unit:	Safety
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under supervision, performs a variety of technical work involving review and analysis of division and consolidated Authority budgets, programs, systems and procedures, data management, reconciliation of accounts, program assessment, grant reporting and compliance, review and oversight of payroll processing activities; performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is an entry level job class and is responsible for gathering, preparing, and the analysis of data relative to organization, operational functions, budget, and other managerial processes of fire operations. This class differs from that of Accounting Technician in that the incumbents in the latter class focus mainly on statistical and analytical reports related to technical accounting functions. It differs from Administrative Assistant I due to the latter class responsibility for administrative and clerical support services. It differs from Fiscal Analyst II in that the employee in the Fiscal Analyst II class performs broader and more responsible assignments in budget, grant, and program assessment analysis requiring a higher level of knowledge of administrative and budgetary policies, practices and techniques. Incumbents serve a one-year probationary period.

SUPERVISION RECEIVED AND EXERCISED

The Fiscal Analyst I receive supervision from a Division Chief or designee, exercises no official supervision, and provide training and direction to lower level support staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Provide technical information and instruction on routine processes regarding applicable procedures and methods; explain rules and regulations; answer questions on known matters with clear documentation and make referrals when matters are less defined.
- Develop and prepare high-quality, well-written and logical communications, and participate in the provision of well-considered, engaging, and responsive presentations as requested.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Description

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- Perform accurate and effective research and analysis of assigned projects, systems, and programs.
 - Complete work activities consistent with Authority policies and procedure, and applicable laws, codes, statutes, and regulations.
 - Collect, assemble, analyze, and learn to interpret data relating to departmental and inter-departmental operations including policies, functions, organizational structures, forms and procedures, work output and workload, space and physical layouts and effectiveness of equipment; work with other Division and Authority staff to prepare accompanying narrative and statistical reports
 - Review federal and state grant programs and coordinating applications for such grants. Submit grant applications, participate in reporting and compliance activities preparing schedules and tracking expenditures and receipts. Represent the Authority at boards, councils, before government agencies and community groups.
 - Prepare a variety of statistical, fiscal, payroll, personnel, and related reports; complete and process technical documents related to the work of the department; ensure that documents are complete, accurate and in compliance with program and departmental policies and procedures; enter data into systems, researches and corrects discrepancies.
 - Maintain and monitor department, division, or program/project expenses and budget variances; prepare schedules to track and forecast expenditures and revenues against budget; monitor expenses and grants relative to the department budget; compile department or unit budget figures, monitor funds and expenses, reconcile accounts, and create supportive schedules and lists to support budget or audit preparation.
 - Become adept at carrying out administrative procedures, develop and maintain tracking and reconciliation schedules, forms, and documents; interface with other Authority staff and outside agencies in obtaining information.
 - Prepares narrative and statistical reports in a wide variety of administrative and management areas and makes recommendations in connection with these studies.
 - Prepare information on operations and activities of various Authority programs for dissemination to various communications media.
 - Compile information for use in operating manuals and organization and workflow charts
 - Review completed project files for contract compliance, track contract compliance and insurance certificates.
 - Operate standard office equipment, including job-related computer hardware and software applications, facsimile and duplicating equipment, and multi-line telephones; may operate other department-specific equipment.
 - May plot data points on a map, prepare graphical representation of Geographic information Systems (GIS) data, enter data into GIS databases, review existing or incoming data for currency, accuracy, usefulness, quality, or completeness.
 - May perform a variety of personnel and payroll-related activities, tracking and processing personnel actions and documents, preparing wage schedules and position

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Job Description

control changes; analyzing and tracking departmental payroll; and answering related employee questions.

- Build and maintain positive working relationships with co-workers, other Authority employees and the public using principles of good customer service.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Organization and function of public agencies.
- Basic principles and practices of governmental accounting and financial record keeping.
- Principles and practices of preparing and monitoring budgets.
- Programs and general systems management principles.
- Principles of business mathematics and statistical analysis.
- Modern research practices and methodologies.
- Principles and practices of data collection, quality control, tracking, analysis, manipulation, reconciliation, and report preparation.
- Techniques of report writing, business case structure, and persuasive prose.
- Modern office procedures, methods, and computer equipment.
- Computer applications and programs related to the work, such as Microsoft Word and Excel, databases, and including basic methods of graphic presentations.
- English usage and syntax, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the Authority in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Record keeping practices and procedures.

Demonstrated Ability to:

- Plan and organize research and statistical work.
- Understand, interpret, and apply rules, regulations, ordinances, and federal, state, and local legislation.
- Effectively operate a variety of computer, office and Authority equipment and programs.

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Job Description

- Persuade, rationalize, and project consequences of decisions and/or recommendations; analyze administrative problems, budget requests, and a variety of programs, systems and procedures perform data collection, interpretation and evaluation pertaining to administrative, fiscal and management matters.
- Perform procedures in an organized and accurate manner.
- Use principles of inductive and deductive reasoning to validate conclusions and recommendations.
- Effectively communicate orally and in writing in English, make a persuasive argument, convey a point of view effectively, and present conclusions before advisory and policy bodies.
- Establish and maintain cooperative working relations with those contacted in the course of work.
- Provide quality customer service.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One (1) year of experience related to general administration, accounting, budgetary analysis, or personnel work including research, analysis and preparation of written reports and recommendations

Education:

Equivalent to completion of the twelfth grade supplemented by academic course work at a collegial level in public administration, business administration, management, accounting, political science, economics, statistics, English composition, psychology, or closely related courses would provide such opportunity

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

Phones; frequent use of computer, laptop, or tablet and printer, including word processing, spreadsheet, and graphics software; statistical computer programs and software; copy machine; postage machine; fax machine; base radio; 10-key calculator, typewriter, shredder, and standard office equipment.

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Job Description

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. May be expected to lift and move containers weighing up to 15 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderately noisy. There may be intermittent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Description

FISCAL ANALYST II

Class Title:	Fiscal Analyst II	Class Code:	182
Division(s):	Administration & Operations	Unit:	Safety
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under supervision, performs a variety of technical work involving review and analysis of division and consolidated Authority budgets, programs, systems and procedures, data management, reconciliation of accounts, program review and assessment, grant reporting and compliance, review and oversight of payroll processing activities; may administer small programs, performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

Positions in this class are assigned difficult and complex assignments in management and budget analysis requiring a high degree of knowledge of Authority administrative and budgetary policies, practices and techniques. Assignments are usually received with general guidelines requiring incumbents to act with considerable independence. This class is distinguished from Administrative Analyst I in that the latter performs analytical administrative work of average scope and responsibility under continuing supervision. This is the journey-level class in the series. Incumbents serve a one year probationary period.

SUPERVISION RECEIVED AND EXERCISED

The Fiscal Analyst I receive supervision from a Division Chief or designee, exercises no official supervision, and provide training and direction to lower level support staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Provide technical information and instruction regarding applicable procedures and methods; interpret and explain rules and regulations; answer questions and resolve problems or complaints.
- Develop and prepare high-quality, well-written and logical communications, and provide well-considered, engaging, and responsive presentations as requested.
- Support the development and implementation of the Authority's Strategic Plan by participating in multi-disciplinary division meetings to set and accomplish strategic objectives and goals.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Description

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- Perform accurate and effective research and analysis of assigned projects, systems, and programs. Make recommendations for improvement based on results of analysis.
 - Complete work activities consistent with Authority policies and procedure, and applicable laws, codes, statutes, and regulations.
 - Collect, assemble, analyze, and interpret data relating to departmental and inter-departmental operations including policies, functions, organizational structures, forms and procedures, work output and workload, space and physical layouts and effectiveness of equipment; prepare accompanying narrative and statistical reports
 - Review federal and state grant programs and coordinating applications for such grants. Represents the Authority at boards, councils, before government agencies and community groups.
 - Prepare a variety of statistical, fiscal, payroll, personnel, and related reports; complete and process technical documents related to the work of the department; ensure that documents are complete, accurate and in compliance with program and departmental policies and procedures; enter data into systems, researches and corrects discrepancies.
 - Maintain and monitor department, division, or program/project expenses and budget variances; prepare schedules to track and forecast expenditures and revenues against budget; monitor expenses and grants relative to the department budget; compile department or unit budget figures, monitor funds and expenses, reconcile accounts, and create supportive schedules and lists to support budget or audit preparation.
 - Carry out administrative procedures, develop and maintain tracking and reconciliation schedules, forms, and documents; interface with other Authority staff and outside agencies in obtaining information.
 - Develop and recommend adoption of improved management and operational practices through research and analysis.
 - Prepares narrative and statistical reports in a wide variety of administrative and management areas and makes recommendations in connection with these studies.
 - Prepare information on operations and activities of various Authority programs for dissemination to various communications media.
 - Prepare operating manuals and organization and workflow charts
 - Review completed project files for contract compliance, track contract compliance and insurance certificates.
 - Operate standard office equipment, including job-related computer hardware and software applications, facsimile and duplicating equipment, and multi-line telephones; may operate other department-specific equipment.
 - May plot data points on a map, prepare graphical representation of Geographic Information Systems (GIS) data, enter data into GIS databases, review existing or incoming data for currency, accuracy, usefulness, quality, or completeness.
 - May perform a variety of personnel and payroll-related activities, tracking and processing personnel actions and documents, preparing wage schedules and position

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

control changes; analyzing and tracking departmental payroll; and answering related employee questions.

- Build and maintain positive working relationships with co-workers, other Authority employees and the public using principles of good customer service.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Organization and function of public agencies.
- Basic principles and practices of governmental accounting and financial record keeping.
- Principles and practices of preparing and monitoring budgets.
- Programs and general systems management principles.
- Principles of business mathematics and statistical analysis.
- Modern research practices and methodologies.
- Principles and practices of data collection, quality control, tracking, analysis, manipulation, reconciliation, and report preparation.
- Techniques of report writing, business case structure, and persuasive prose.
- Modern office procedures, methods, and computer equipment.
- Computer applications and programs related to the work, such as Microsoft Word and Excel, databases, and including basic methods of graphic presentations.
- English usage and syntax, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the Authority in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Record keeping practices and procedures.

Demonstrated Ability to:

- Plan and organize research and statistical work.
- Understand, interpret, and apply rules, regulations, ordinances, and federal, state, and local legislation.
- Effectively operate a variety of computer, office and Authority equipment and programs.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

- Persuade, rationalize, and project consequences of decisions and/or recommendations; analyze administrative problems, budget requests, and a variety of programs, systems and procedures perform data collection, interpretation and evaluation pertaining to administrative, fiscal and management matters.
- Perform procedures in an organized and accurate manner.
- Use principles of inductive and deductive reasoning to validate conclusions and recommendations.
- Effectively communicate orally and in writing in English, make a persuasive argument, convey a point of view effectively, and present conclusions before advisory and policy bodies.
- Establish and maintain cooperative working relations with those contacted in the course of work.
- Provide quality customer service.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One (2) years of experience related to general administration, accounting, budgetary analysis, or personnel work including research, analysis and preparation of written reports and recommendations

Education:

Equivalent to completion of the twelfth grade supplemented by academic course work at a collegial level in public administration, business administration, management, accounting, political science, economics, statistics, English composition, psychology, or closely related courses would provide such opportunity

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

Phones; frequent use of computer, laptop, or tablet and printer, including word processing, spreadsheet, and graphics software; statistical computer programs and software; copy machine; postage machine; fax machine; base radio; 10-key calculator, typewriter, shredder, and standard office equipment.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. May be expected to lift and move containers weighing up to 15 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderately noisy. There may be intermittent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

PLAN CHECK EXAMINER

Class Title:	Plan Check Examiner	Class Code:	160
Division(s):	CCR	Unit:	Unrepresented - PT
EEO Code:	60	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

To perform technical plan checking of commercial, industrial, and residential building plans; and to provide information to the public concerning applicable codes and ordinances.

DISTINGUISHING CHARACTERISTICS

The Plan Check Examiner is distinguished from other Authority non-safety classifications by the responsibility to assure the compliance with the Authority's Fire Code by commercial, industrial, and residential developers, architects, and builders, building projects in the Authority's service area, and to receive, coordinate, assemble and assess permit applications, work with builders and architects, and conduct field inspections of construction sites.

SUPERVISION RECEIVED AND EXERCISED

The Plan Check Examiner receives supervision from the Fire Marshal.

May exercise functional or technical supervision over technical and clerical staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Review and approve construction plan for commercial, industrial, and residential buildings and ordinary standard structures submitted for building permits.
- Resolve problems with permit applicants and other members of the public regarding building code requirements.
- Receive and participate in checking applications and complex engineering and architectural plans submitted for building permits.
- Coordinate plans going to plan check consultant; prepare packet and distribute; receive and review checked plans.
- Conduct field inspections to check building sites prior to construction; conduct building inspections in the absence of inspectors.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Review building and construction plans and ascertain whether they conform to building codes and other state regulations and requirements; advise applicants of needed changes and suggest means of changing plans for compliance.
- Compute plan check fees based upon occupancy, square footage of building and valuation.
- Assist in the issuance of building permits; verify relevant information including ownership and contractor's license; coordinate with other divisions for approvals.
- Assist engineers, architects, and the public with interpretation of codes and application of ordinances to specific situations.
- Answer questions regarding code enforcement, process of obtaining permits, cost of permits and zoning requirements; receive and investigate complaints.
- Maintain a log regarding status of various projects from time of submittal to issuance of building permit.
- Prepare reports and maintain necessary correspondence; maintain handouts, drawings, and outlines explaining construction regulations.
- Reviews submitted mechanical, electrical, and plumbing plans and ascertain whether they conform to applicable code requirements; advise applicants of needed changes and suggest means of changing plans for compliance.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Techniques, procedures, and methods utilized in plan check review.
- Standard engineering concepts used in plan check review.
- Engineering mechanics and the mechanics of materials including stress and strength of building materials.
- Building construction methods, practices, and materials.

Demonstrated Ability to:

- Interpret, understand, and apply State and local building construction codes and ordinances, land use regulations and zoning requirements.
- Check structural plans for compliance with State and local building and safety codes ordinances.
- Interpret and check a variety of complex technical engineering plans, specifications, mathematical computations, or studies of a specialized nature.
- Communicate clearly and concisely, both orally and in writing.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Establish and maintain effective working relationships with those contacted in the course of work.
- Occasionally function under stressful or confrontational situations.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three (3) years of increasingly responsible experience in building inspection. Some experience in the review of technical construction plans is desirable.

Training:

Equivalent to the completion of the twelfth grade supplemented by additional specialized training (or college level course work) in architecture, the construction trade, or a related field.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain an appropriate, valid California driver license.

Possession of, or ability to obtain, an appropriate certificate issued by the International Conference of Building Officials.

TOOLS AND EQUIPMENT USED

Computer, laptop, or tablet, including word processing, GIS, mapping, and permitting software; calculator; pencil; ruler; copy machine scanner; phone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

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Job Descriptions

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; talk or hear; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

SELECTION GUIDELINES

Formal application; rating of education and experience; oral interview and reference check; job- related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

PROJECT SPECIALIST I/II

Class Title: Project Specialist II
Department: Fire Authority Wide
EEO Code: 3
FLSA Status: Non-Exempt

Class Code: 125
Unit: Limited Service
Effective Date: 3/16/2021
Revision History:

DESCRIPTION

This is a part-time temporary, position. Benefits for this position are limited to those that are required by law such as Healthy Families, Healthy Workplace Paid Sick Leave.

Duties to be determined as assigned by the Authority.

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY ESTABLISHING AND ADOPTING A CLASSIFICATION SYSTEM AND PLAN, AND AUTHORITY JOB CLASSIFICATIONS, APPROVING RELATED JOB CLASSIFICATION SPECIFICATIONS, AND RULES FOR THE CURRENT AND ONGOING ADMINISTRATION OF THE CLASSIFICATION PLAN

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to become a standalone organization and employ personnel; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority desires to establish, approve, and adopt a uniform set of Job Classifications and related classification specifications for addressing and administering personnel matters; and

WHEREAS, The Job Classifications constitute a portion of the Authority's personnel system and comply with the Classification Plan as set forth by the Authority Personnel Rules (Rules); and

WHEREAS, These Job Classifications supersede any prior Job Classifications and may be changed only upon approval of the Authority Board; and

WHEREAS, The Authority has developed rules for ongoing administration of the Classification Plan and an implementation plan and schedule to communicate and disseminate the Job Classifications throughout the organization; and

WHEREAS, As a part of that implementation plan, the Authority has consulted in good faith regarding the impacts of these Job Classifications with recognized employee organizations.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolution hereby approves and adopts the Authority's Classification System, establishes and adopts Job Classifications and approves related Job Classification Specifications as set forth in Attachment A, effective **Month XX, 2021**.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the _____ day of **Month** 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

APPENDIX C

Compensation System



South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors **MEETING DATE:** Month XX, 2021

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM: ESTABLISH AND ADOPT A COMPENSATION SYSTEM, A MASTER PAY SCHEDULE, AND A COMPENSATION POLICY

RECOMMENDATION

It is recommended the Board of Directors establish and adopt a compensation system by taking the following actions:

1. Approve a Resolution establishing and adopting the Authority's Compensation Policy and Master Pay Schedule
2. Review Rules for the current and ongoing administration of the Authority's Compensation Plan

BACKGROUND

In March of 2018 (effective date July 1, 2018), a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become Authority employees. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention to enter into an employee pension contract with CalPERS.

DISCUSSION

Establishing an employee pension contract with CalPERS is a major step in establishing a system of compensation and benefits for Authority employees, setting the first steps in place for the employ of personnel.

As directed by the new JPA Agreement and before any employee may be transferred in or hired by the Authority, an organization must have a personnel system in place that includes a system of job classification, compensation and benefits, risk management, payroll, and other key processes.

In fact, Government Code Section 53292 requires that,

"As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department," reinforces the need for such a framework.

Later in subsection (b) of the same section of 53292, the language points to forms of compensation, classification, and labor relations when it reads,

"Notwithstanding any other provision of law, where firefighters are hired as a result of the consolidation, ... the seniority or other employment rights of the employees of the district, joint powers agency, or fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department shall not be impaired as a result of the consolidation, merger, incorporation, annexation, or contract, except as agreed upon in a memorandum of understanding" [with each recognized employee organization.]

To continue to accomplish the intent of and mandate in the applicable government code and in the new JPA agreement Authority staff along with members of the Transition Team have developed a Personnel Transition Plan which outlines and provides for the personnel system elements necessary to employ personnel and become an Employer of Record.

Presented below is one of the necessary personnel system elements: A Compensation System with pay ranges for each job classification that are fair and equitable and substantially similar to those at the City of Tracy, the current Employer of Record for Authority staff. To comply with Cal. Government Code, §53292, firefighters who are employed by a member agency and hired into the Authority, must be given positions with rank and seniority comparable to that which they held in their previous employment. In accord with GC §53292, the recommended pay ranges are aligned, wherever possible, with those of the City of Tracy.

Compensation System

The Authority is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The Authority

has established its compensation system in accordance with the principles of public accountability. The Authority has adopted a Compensation Plan that includes the following:

- A Compensation Policy
- Rules for ongoing administration of the Compensation Plan (**Appendix A** and included in the Authority Personnel Rules for adoption)
- A Master Pay Schedule with defined pay ranges for each Authority classification.
- A comprehensive benefits package provisioned by labor unit and ongoing benefits administration which will be substantially like that provided by the City of Tracy and presented to the Board at a future meeting after meet and conferring with recognized employee organizations

To establish objective guidelines for establishing compensation for Authority positions and maintaining the Authority's Compensation Plan, the Authority has established a Compensation Policy. These policy guidelines are intended to ensure that the Authority's compensation practices are consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction.

Periodically, the Human Resources Manager will assess the parity, competitiveness, and the existence of compaction in Authority compensation by classification. Assessments will be conducted using industry best practices and guidelines in the Authority's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments, and other related practices. The results of each assessment performed will be considered as one of several guidelines informing the process of establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation, which includes the value of the benefit package provided to employees.

The Human Resources manager must also determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, or changes to exempt or non-exempt status for overtime eligibility as defined by the Federal Labor Standards Act.

Modifications to the Compensation Plan Policy or Master Pay Schedule must be submitted to the Fire Chief for recommendation to Authority Board for adoption.

The adopted master pay schedule contains ranges that are nearly identical to the current pay schedule in effect at the City of Tracy. The wages and salaries for represented labor organizations were negotiated through a collective bargaining process that was reviewed and supported by the Authority's labor attorney. The pay ranges for unrepresented employees are also equivalent to the ranges on the current pay schedule for the City of Tracy as it relates to job classifications. Eligibility for merit increases will be carried over upon employee transition such

that employees who have not reached the top step of the salary step structure will be elevated to the next salary step on the same date they would have been granted the next step in their current employment.

Future revisions of the compensation plan, policy, or master pay schedule will require approval by the Authority Board. The Resolution to adopt the Compensation Policy and Master Pay Schedule and establish the Authority's Compensation System are included as **Attachment 1**.

Staff recommends the Authority Board of Directors establish and adopt a compensation system by taking the following actions:

3. Approve a Resolution establishing and adopting the Authority's Compensation Policy and Master Pay Schedule
4. Review Rules for the current and ongoing administration of the Authority's Compensation Plan

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDICES

Rules for Administration of the Compensation Plan

ATTACHMENTS

Resolution establishing and adopting the Authority's Master Pay Schedule and Compensation Policy



5 **COMPENSATION PLAN**

5.1 **Compensation Plan Establishment**

The Authority is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The Authority establishes its compensation system in accordance with the principles of public accountability. The Human Resources Manager shall prepare a Compensation Plan that includes the following:

- a. A publicly available pay table with salary ranges for all classifications in the Authority, showing the minimum and maximum rates of pay;
- b. A designation of the position as full-time, part-time, limited term, or temporary;
- c. A designation of the position as paid on an hourly or salary basis.
- d. A benefits package that is provided to employees by position

These rules do not preclude the creation of separate management pay plans that, if adopted by the Authority Board, must be administered in accordance with the procedures adopted for such plan(s) by the Authority Board.

To establish objective guidelines to be used in establishing compensation for Authority positions and in maintaining the Authority's Compensation Plan, the Authority has established a Compensation Policy. These policy guidelines are intended to ensure that the Authority's compensation practices are consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction.

Periodically, the Human Resources manager will assess the parity and competitiveness of Authority compensation by classification. Assessments will be conducted using industry best practices and guidelines in the Authority's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments and other related practices. The results of each assessment performed will be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation which includes the value of the benefit package provided to employees.

The Human Resources manager must also determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, including changes to exempt or non-exempt status, resulting from a periodic review of the Classification Plan.

Modifications to the Compensation Plan Policy or Pay Schedules must be submitted to the Fire Chief for recommendation to Authority Board for adoption.



5.2 **Compensation Plan Administration – Wages and Salaries**

The authorized pay ranges for the respective classes of positions with such amendments as may be adopted by the Authority Board from time to time by resolution shall be applied as follows:

5.2.1 **Advancement Within a Pay Range**

Generally, upon progress and productivity, employees in the Authority or those occupying an appointed position shall be considered for a step advancement according to the following general plan:

- 5.2.1.1 *Steps:* There are five steps within each pay range Represented by the letters A-E, respectively.
- 5.2.1.2 *Step A.* Step “A” shall typically be paid upon initial employment into a five (5) step pay range. If the employee possesses exceptional training or experience, the Fire Chief may approve an initial appointment for step B or higher.
- 5.2.1.3 *Step Advances.* At the completion of the applicable probationary period of employment (Step Advancement Date), employees appointed at Step A are eligible for a step increase. If employed at other than Step "A" in a five (5) step pay range for the class, then consideration for advancement to the next salary step will take place after twelve months of service (approximately one year) following the date of hire. All step advances will be effective to the beginning of the closest pay period at that time. Additional step advances will be on an annual basis thereafter until the attainment of Step E.
- 5.2.1.4 *Not Automatic.* All step advances shall be based on satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Division Chiefs or Fire Marshal and with approval of the Fire Chief.
- 5.2.1.5 *Step at Promotion.* When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step results in a salary increase of less than five (5%) percent, they shall receive a minimum five (5%) percent increase, provided that in no event shall the new salary be above Step E of the promoted class. The Fire Chief may authorize an appointment to a position at any higher salary step in the pay range upon the recommendation by the Human Resources manager in consultation with the Division Chiefs or Fire Marshal.
- 5.2.1.6 *Special Salary Adjustments.* Except as otherwise stated in these Rules, in order to correct gross inequities or to reward outstanding achievement and performance, the Fire Chief may, upon recommendation of the Division Chief or Fire Marshal and the Human Resources manager, adjust the salary step of an incumbent of a particular position to any step within the pay range for the class to which the position is allocated. If a special salary step adjustment is authorized, it shall coincide with the beginning date of a pay period.



5.2.2 Calculation of Service Anniversary Dates and/or Step Advancement

5.2.2.1 *Dates.* Service Anniversary dates shall be established as of the effective date of employment into a regular full- or part-time position. Step Advancement Dates shall be established as of the effective date of the most recent step advancement, promotion, or reinstatement in the Authority service, or the effective date of a special salary adjustment as provided in Section 4.2.1.5 of these Rules. Service anniversary dates of those reemployed shall be established as provided by Section 8.2.2 of these Rules. All step advancements shall be effective the first day of the pay period following the step advance date unless that date falls on the first day of a pay period.

5.2.3 Applicable Salary Rates Following Pay Range Increases and Decreases.

5.2.3.1 *Same Relative Step.* Where a pay range for a given class is revised upward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step C to Step D, etc.) and their next step advancement date shall not be changed.

5.2.3.2 *Retention of Salary and "Y" Rates.* When a pay range is adjusted downward, incumbents may, on approval of the Fire Chief, be assigned a "Y"-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the "Y"-rating. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said "Y" rate shall be canceled on vacancy of the position.

5.2.3.3 *Pay Range Change on Step Advancement Date.* In the event that a pay range change becomes effective on an employee's step advancement date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

5.2.3.4 *Pay Range Change on Date of Promotion.* In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional adjustment as provided in Section 8.5.1 of these Rules.

5.2.4 Trainee Salary Range.

At the recommendation of a Division Chief or Fire Marshal, with concurrence by the Human Resources Manager, and approval by the Fire Chief, Authority non-safety classifications may be under filled by a special class of Trainee under a training program or on-the-job training assignment. Such training program or on-the-job training assignment will provide expectations and milestones for an employee to reach during the training period for said employee to acquire the full range of required skills and abilities within a reasonable and specified time. The salary paid to such employees shall be ten percent (10%) below the salary range provided herein for employees in the classification for which training is being given. The title of such employees shall be the job title provided herein dash (-) Trainee.



If an employee transfers into a Trainee class, and the employee's former salary range falls between the new class' actual and Trainee (-10%) salary ranges, the Division Chief or Fire Marshal may recommend and seek approval to set the transferred employee's Trainee salary according to the following criteria:

- a. The employee's salary placement must be an amount between the new class' actual and "Trainee" (-10%) salary ranges; and
- b. The employee's salary placement cannot exceed the employee's former salary.

5.2.5 Retirement/Resignation Notification Incentive.

The Authority may offer a Retirement/Resignation Notification Incentive in any fiscal year in which the Fire Chief deems such an incentive is necessary to assist with workforce planning or potential workforce reduction efforts. The incentive will be provided to those employees who notify the Authority during a designated incentive offer period of their retirement/resignation effective no later than the end of that fiscal year or earlier date as determined by the Fire Chief.

Each employee shall receive the same incentive amount during the incentive offer period as designated by the Fire Chief. The amount of the Retirement/Resignation Notification Incentive shall not exceed \$1,000 per employee. It will be available only to CalPERS member employees who notify the Authority of their intent to retire or resign and completely separate their employment with the Authority by the end of the specified fiscal year or earlier date as determined by the Fire Chief.

Employees must fill out a Retirement/Resignation Notification Incentive Application and submit it to the Human Resources manager by the deadline specified. The Authority will deem all signed and submitted applications to be an irrevocable letter of intent to retire or resign and payment shall be made to the individual employee.

5.3 Errors in Compensation

Each employee shall review each of his/her paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately call it to the attention of his/her supervisor who shall, in turn, notify the Administrative Division Chief. The Authority shall document all errors in compensation and the affected employees shall sign an acknowledgment for any corrections made. In the event of any underpayment of which the Authority becomes aware, the employee shall receive any amount due him/her on the next regular paycheck. In the event an employee receives an overpayment by the Authority, the employee shall reimburse the Authority for the total overpayment and the Authority may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred.

5.4 Compensation Plan Administration – Benefit Package

The Human Resources Manager must provide for a benefit plan for each paid Authority position. Benefits for part-time and temporary positions may be limited solely to those benefits provided by state, federal, or local law. The value and cost of benefit plans must be reviewed periodically, and benefits enrollments reconciled with premiums collected annually.



South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | T el: (209)831-6702 Fax: (209)831-6732

COMPENSATION POLICY

PURPOSE

The purpose of the South San Joaquin County Fire Authority (Authority) Compensation Policy is to establish objective guidelines to be used in establishing compensation for Authority positions. These guidelines are intended to ensure that the Authority's compensation practices are consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

The Authority recognizes that compensation practices impact labor costs, and that labor costs account for a significant portion of the total cost to provide safe, reliable services to its community, customers, and residents. The Authority recognizes that the quality and performance of its staff has a significant impact on the Authority's ability to successfully carry out its mission. In establishing a compensation policy, the Authority is balancing its objective to attract, retain, and develop high quality staff with its objective to maintain the financial health and sustainability of the Authority.

POLICY

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to serve the public well by maintaining sound fiscal direction. Total compensation increases, increases to wages, incentives, and benefits, must never affect the Authority's ability to enhance public safety or result in diminished service to the public or increased budget deficits. Consistent with this policy, the Authority's intention is to consider increasing total compensation through equity adjustments or cost-of-living increases for one or more positions only when the following conditions exist:

- Total compensation is no longer competitive in the marketplace as measured by the appropriate comparators; and/or
- The Authority has experienced significant recruitment and retention problems within the most recent 12 to 18 months; and/or
- Internal parity and/or compaction concerns between supervisory and subordinate classifications have been identified.

If these conditions do not exist, increases will not generally be made. For purposes of this policy, the application of appropriate merit increases will not be considered an increase in total compensation.

It should be noted that Cost of Living Adjustments (COLA) and equity adjustments are not synonymous.

Approved and Adopted: XX/XX/2021

- Equity adjustments are negotiated with the intent of bringing total compensation for identified classifications in line with the labor market.
- Cost of Living Adjustments, or COLAs, are negotiated with the intent of providing general pay increases to maintain or increase employee buying power in a shifting economy.

FACTORS CONSIDERED IN ESTABLISHING COMPENSATION

In setting compensation levels, Authority considers the following factors. The setting of compensation levels is best done using multiple sources of information. Each of the factors described contribute to the final compensation decision as one tool in the process.

Total Compensation

The Authority considers total compensation to include wages available to be earned by all positions within a classification (as opposed to incentives that may be earned only by qualified positions or individuals within a classification) and the value of those benefits received by employees. Benefits include active employee benefits and post-employment (retirement) benefits. Active employee benefits include examples such as paid vacation, holidays, and sick leave; medical and dental insurance; and related benefits. Post-employment benefits include pre-tax retirement savings benefits, pension benefits, and post-employment medical insurance.

The Authority considers total compensation to ensure meaningful comparison between other similar municipalities and public agencies and to ensure both short- and long-term fiscal impacts are considered. Compensation should be sufficient to attract and retain appropriately skilled employees and be reasonably comparable to similar employees in other public agencies.

Market Competitiveness

The Authority recognizes that in seeking to recruit and retain high quality staff, it is competing with other employers within the proximate region. In evaluating compensation levels, the Authority also evaluates its market competitiveness based on the compensation offered by regional market comparison benchmarks (comparators). The Authority selects comparators based upon the following criteria:

Labor Market Comparators

- Similarity of agencies in terms of revenue mix, size, and services provided.
 - This generally means agencies providing similar services with:
 - comparable funding and revenue growth
 - comparable types and numbers of employees
 - similarly, qualified employees to provide public service
 - comparable population and geographical areas served
 - geographical location and, often, relative proximity to the Authority to establish a labor market from which the Authority draws applicants.
 - regional Economic Area for purposes of establishing the Cost of Living.

Cost of Living Adjustments (COLA's)

COLA's are applied to provide uniform adjustments to wage rates across all job categories, with the intent of maintaining the purchasing value of wages under varying regional economic conditions. The Authority considers the federal US Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (Bay Area CPI) as one measure in evaluating the need for COLA's.

Regional Market Comparison Benchmarks

Using the concepts outlined above The Authority has selected comparison benchmarks from other similar public entities and periodically conducts compensation surveys to compare its compensation to that of the identified benchmarks. These benchmarking comparison agencies are the Authority's market competition for attracting and retaining high quality staff and will be representative of the public entities and the Authority's employee classifications.

The Authority uses the following comparator agencies:

Stockton Fire	Lathrop-Manteca Fire
Lodi Fire	Manteca Fire
Modesto Fire	Contra Costa County Fire
Gilroy Fire	Turlock

Internal Parity

Another factor to be considered when setting compensation is the relationship between classifications within the compensation plan. In reviewing internal parity, the Authority considers the following:

- Differentials between classification within a classification series (entry or I, journey or II, Senior, Supervisor, Manager). A best practice is to set entry and journey levels at between 8% and 10% apart, supervisor or lead levels at between 10% and 15% apart, and manager levels at 15%-25% above their direct reports.
- Relationships across the classification plan within job families (supervisor, manager, analyst). Classifications in the same family and at the same level of a class series but assigned to different divisions should be compensated similarly.
- Compaction, when two classifications at different levels have pay ranges at the A step that are within 5% of each other, can become an impediment to hiring, promotion, and retention. Some employees believe that 5% is not a sufficient increase to compensation for the extra responsibilities involved in a higher-level position.

As with all other factors in setting compensation, internal parity is just one more factor to consider when setting or adjusting compensation.

Integrity, Fiscal Responsibility, and Sustainability

At the most fundamental level, exemplifying integrity and fiscal responsibility means that overall compensation structures must be sustainable. Prior to making any changes to the total compensation package, the Authority carefully considers:

- The current and anticipated budget
- Organizational staffing and structure issues
- Projections of revenues and expenditures
- Level of service and community demand for services
- The Authority's ability and willingness to pay in the context of competing priorities related to the public interest without sacrificing the level of services, maintenance of the Authority's infrastructure, or prudent reserves

Sustainability and fiscal responsibility require that both the short and long-term impacts of changes to the total compensation package are considered. Decisions about total compensation must meld the need to maintain an engaged and effective workforce with the Authority's duty and responsibility to provide services and programs that the community and the taxpayers pay for and expect.

The Authority manages its compensation and resulting total cost of labor as one of several significant components that influence the Authority's financial sustainability.

Collaboration

Within the limits of sustainable compensation, the Authority is committed to open dialog, innovative approaches, and collaborative efforts with employee groups, benefit providers, and other public agencies. The Authority will anticipate and plan for increases in benefit costs, either through setting aside funds, compensation package redesign, cost-sharing partnerships, or other appropriate methods. The Authority will ensure that compensation information is transparently communicated, so that meaningful collaboration can occur.

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY ESTABLISHING AND ADOPTING A COMPENSATION SYSTEM AND PLAN, AND APPROVING AND ADOPTING A COMPENSATION POLICY AND MASTER PAY SCHEDULE FOR AUTHORITY CLASSIFICATIONS

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to become a standalone organization and employ personnel; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority desires to establish, approve, and adopt a compensation system and plan consisting of a pay range for each Job Classification and a Compensation Policy to guide compensation decisions; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority desires to establish a Master Pay Schedule to include pay ranges for each of the classifications; and

WHEREAS, These Pay Ranges supersede any prior Pay Ranges and may be changed only upon approval of the Authority Board; and

WHEREAS, The Authority has developed rules for ongoing administration of the Compensation Plan and an implementation plan and schedule to communicate and disseminate the pay ranges throughout the organization; and

WHEREAS, As a part of the implementation plan, the Authority has consulted in good faith regarding the impacts of these Job Classifications with recognized employee organizations.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolution hereby approves and adopts the Authority's Compensation System, Master Pay Schedule, and Compensation Policy as set forth in Attachments 1 and 2 respectfully, effective **Month XX, 2021**.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on

the _____ day of Month 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

DRAFT

South San Joaquin County Fire Authority
MASTER PAY SCALE
Effective March 16, 2021

Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
Accounting Technician	Unrepresented Admin-Clerical	A	2,523.14	5,466.81	65,601.72	31.5393
		B	2,649.31	5,740.18	68,882.16	33.1164
		C	2,781.76	6,027.15	72,325.80	34.7720
		D	2,920.86	6,328.53	75,942.36	36.5108
		E	3,066.91	6,644.98	79,739.76	38.3364
Administrative Assistant I	Unrepresented Admin-Clerical	A	1,839.75	3,986.13	47,833.56	22.9969
		B	1,931.75	4,185.46	50,225.52	24.1469
		C	2,028.33	4,394.72	52,736.64	25.3542
		D	2,129.74	4,614.44	55,373.28	26.6218
		E	2,236.25	4,845.21	58,142.52	27.9531
Administrative Assistant II	Unrepresented Admin-Clerical	A	2,042.58	4,425.59	53,107.08	25.5323
		B	2,144.70	4,646.85	55,762.20	26.8088
		C	2,251.94	4,879.21	58,550.52	28.1493
		D	2,364.53	5,123.15	61,477.80	29.5566
		E	2,482.75	5,379.30	64,551.60	31.0344
Administrative Technician	Unrepresented Admin-Clerical	A	2,523.14	5,466.81	65,601.72	31.5393
		B	2,649.31	5,740.18	68,882.16	33.1164
		C	2,781.76	6,027.15	72,325.80	34.7720
		D	2,920.86	6,328.53	75,942.36	36.5108
		E	3,066.91	6,644.98	79,739.76	38.3364
Permit Technician I	Unrepresented Prof & Technical	A	2,229.34	4,830.24	57,962.88	27.8668
		B	2,340.82	5,071.78	60,861.36	29.2603
		C	2,457.85	5,325.35	63,904.20	30.7232
		D	2,580.75	5,591.63	67,099.56	32.2594
		E	2,709.79	5,871.22	70,454.64	33.8724
Permit Technician II	Unrepresented Prof & Technical	A	2,407.69	5,216.66	62,599.91	30.0961
		B	2,528.09	5,477.52	65,730.27	31.6011
		C	2,654.48	5,751.38	69,016.54	33.1810
		D	2,787.21	6,038.96	72,467.52	34.8402
		E	2,926.58	6,340.92	76,091.01	36.5822
Emergency Medical Services Manager*	Unrepresented Management	A	3,787.56	8,206.38	98,476.56	47.3445
		B	3,976.93	8,616.69	103,400.28	49.7117
		C	4,175.78	9,047.53	108,570.36	52.1973
		D	4,384.58	9,499.93	113,999.16	54.8073
		E	4,603.79	9,974.88	119,698.56	57.5474
Executive Assistant	Unrepresented Admin-Clerical	A	2,484.71	5,383.54	64,602.48	31.0589
		B	2,608.94	5,652.71	67,832.52	32.6118
		C	2,739.39	5,935.35	71,224.20	34.2424
		D	2,876.37	6,232.14	74,785.68	35.9547
		E	3,020.18	6,543.73	78,524.76	37.7523
Fire Battalion Chief*	SCFCOA	A	4,731.38	10,251.33	123,015.96	59.1423
		B	4,967.93	10,763.85	129,166.20	62.0991
		C	5,216.33	11,302.05	135,624.60	65.2041
		D	5,477.15	11,867.16	142,405.92	68.4644

South San Joaquin County Fire Authority
MASTER PAY SCALE
Effective March 16, 2021

Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
Fire Captain	TFFA	E	5,751.01	12,460.53	149,526.36	71.8877
		A	3,600.44	7,800.96	93,611.52	45.0055
		B	3,780.58	8,191.26	98,295.12	47.2573
		C	3,969.49	8,600.57	103,206.84	49.6187
		D	4,167.96	9,030.58	108,366.96	52.0995
Fire Chief*	Unrepresented Management	E	4,376.36	9,482.12	113,785.44	54.7045
		Min	6,937.39	15,031.02	180,372.24	86.7174
		Max	8,430.97	18,267.11	219,205.32	105.3872
Fire Division Chief*	Unrepresented Management	A	5,669.61	12,284.16	147,409.92	70.8702
		B	5,953.08	12,898.34	154,780.08	74.4135
		C	6,250.75	13,543.30	162,519.60	78.1344
		D	6,563.29	14,220.47	170,645.64	82.0412
		E	6,891.46	14,931.50	179,178.00	86.1433
Fire Engineer	TFFA	A	3,168.79	6,865.72	82,388.64	39.6099
		B	3,327.20	7,208.94	86,507.28	41.5900
		C	3,493.58	7,569.43	90,833.16	43.6698
		D	3,668.26	7,947.90	95,374.80	45.8533
		E	3,851.68	8,345.31	100,143.72	48.1460
Fire Inspector	Unrepresented Prof & Technical	A	3,055.57	6,620.41	79,444.92	38.1947
		B	3,208.36	6,951.45	83,417.40	40.1045
		C	3,368.79	7,299.05	87,588.60	42.1099
		D	3,537.21	7,663.96	91,967.52	44.2152
		E	3,714.08	8,047.18	96,566.16	46.4260
Fire Marshal*	Unrepresented Management	A	4,980.03	10,790.07	129,480.84	62.2504
		B	5,229.02	11,329.55	135,954.60	65.3628
		C	5,490.48	11,896.04	142,752.48	68.6310
		D	5,765.01	12,490.86	149,890.32	72.0627
		E	6,053.25	13,115.38	157,384.56	75.6657
Fire Reserve	Limited Service	A				13.0000
		B				13.6500
		C				14.3300
		D				15.0500
		E				15.8000
Firefighter	TFFA	A	2,807.31	6,082.51	72,990.12	35.0914
		B	2,947.65	6,386.58	76,638.96	36.8457
		C	3,095.05	6,705.95	80,471.40	38.6882
		D	3,249.79	7,041.22	84,494.64	40.6224
		E	3,412.28	7,393.28	88,719.36	42.6535
Firefighter Trainee	Limited Service	426.54 Paramedic Pay (per pay period)				
		A				24.5600
Firefighter/Paramedic (Phasing Out)	TFFA			(70% of Step A, Firefighter)		0.0000
		A	3,158.38	6,843.16	82,117.92	39.4798
		B	3,316.30	7,185.32	86,223.84	41.4538
		C	3,482.12	7,544.60	90,535.20	43.5265
		D	3,656.22	7,921.81	95,061.72	45.7028

APPENDIX D

D1 Administrative Policies



South San Joaquin County Fire Authority

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STAFF REPORT

TO: Board of Directors **MEETING DATE:** Month XX, 2021

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM:

ITEM: APPROVE AND ADOPT THE NEW ADMINISTRATIVE POLICIES FOR COMMUNICABLE DISEASES, LACTATION, NEPOTISM, VIOLENCE IN THE WORKPLACE, FAMILY MEDICAL LEAVE, NEPOTISM, AND PREVENTION OF HARASSMENT AND DISCRIMINATION, AND THE AUTHORITY'S INJURY AND ILLNESS PREVENTION PROGRAM.

RECOMMENDATION

As part of a comprehensive Personnel Plan, it is recommended the Authority Board of Directors approve and adopt the following legally required policies and programs:

1. Communicable Disease Policy (meets Aerosol Transmissible Disease Protocols)
2. Lactation Policy
3. Nepotism
4. Violence in the Workplace Policy
5. Family Medical Leave Policy
6. Prevention of Harassment, Discrimination, and Retaliation Policy
7. Injury and Illness Prevention Program

BACKGROUND

In March of 2018, (effective date July 1, 2018) a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become employees of Authority. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and

other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention, to enter in an employee pension contract with CalPERS.

DISCUSSION

Establishing an employee pension contract with CalPERS is a major step in establishing a system of compensation and benefits for Authority employees, setting the first steps in place for the employ of personnel.

As directed by the new JPA Agreement and before any employee may be transferred in or hired by the Authority, an organization must have a personnel system in place that includes a system of job classification, compensation and benefits, risk management, payroll, and other key processes.

Communicable Disease Policy (CCR Title 8, Chapter 4, Section 5199)

As a Fire Authority providing emergency response care, the State of California requires compliance with Aerosol Transmissible Disease regulation. Staff has prepared a draft compliant policy for approval. The policy specifies communication, cleaning, reporting, and training protocols related to disease prevention. This policy is a higher standard than that provided for under the CalOSHA emergency rule for Coronavirus and requires an addendum defining the Authority's Coronavirus plan.

The State of California required the following policies be established by all employers:

Lactation Policy (CA Labor Code Section 1030)

To provide a safe, clean, and discreet environment and a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, Authority staff has drafted a Lactation Policy for approval.

Violence in the Workplace (CCR Title 8, Section 3442)

Violence in the workplace is a rising phenomena highest in public faced services and professions. Public safety services is specifically called out on CalOSHA's website describing compliance with Health and Safety regulation Section 3442. Authority staff has developed a compliant policy for approval that includes the following elements:

- Procedures to identify and evaluate risk factors for workplace violence
- Procedures to correct hazards
- Information on preparing for workplace violence emergencies
- Methods of Response and Investigation for violent incidents

Nepotism

Nepotism is expressly prohibited because it is antithetical to the Authority's merit-based system of service. Nepotism is defined as the practice of an employee using his or her influence or power to aid or hinder another in the employment setting because of a personal relationship. This could also be construed as discrimination or retaliation based on gender, familial status, or other protected class which would make nepotism illegal under federal and state statutes. Staff has prepared a draft policy prohibiting nepotism at the Authority for approval.

Family Medical Leave (Govt Code Section 12945.2 and CFR 29)

The Family Leave Policy has been written to comply with a variety of leave laws including the Family Medical Leave Act (FMLA) in accordance with Federal law, which is administered by the U.S. Department of Labor (DOL) and the California Family Rights Act (CFRA), which is administered by the Department of Fair Employment and Housing. CFRA leave was recently amended early this year providing enhanced options for paid leave and leave entitlements, however the Basic leave entitlements are as follows:

Basic leave entitlement

The FMLA/CFRA entitles eligible employees up to twelve (12) workweeks of unpaid, job-protected leave each calendar year (January 1st – December 31st) for specified family and medical reasons. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 workweeks of leave to care for a covered serviceman during a 12 month period.

Eligibility

Employees are eligible if they have worked for at least one year and for 1,250 hours over the previous 12 months with the same employer (State of California).

Leave must grant unpaid leave to an eligible employee for one or more of the following reasons:

- For the care of the employee's child (birth, placement for adoptions, or foster care);
- For incapacity due to pregnancy, prenatal medical care or child birth;
- For the care of the employee's spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his/her job;
- For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent (the covered military member) is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

Authority staff has developed a draft Family Medical Leave Policy for approval. A full implementation process with forms and guideline for administration has also been developed but has not been included tonight as it does not require Board approval for

implementation.

Prevention of Harassment, Discrimination, and Retaliation (Govt Code Sections 12900-12966 and CCR 2 Section 11000 – 11141)

It is imperative that the Authority has no tolerance for illegal harassment, discrimination or retaliation. Authority staff has developed a draft policy and training program that is compliant with current law which requires that all staff including Board members be trained once annually for at least one hour and supervisor and managers be trained for two hours annually. Furthermore, the Authority is mandated to investigate any and all reports of illegal harassment, discrimination, or retaliation. This policy applies to staff, officials, contractors, consultants, volunteers, and the public who come in contact with our staff.

Illness and Injury Prevention Program

As part of a comprehensive safety program, Authority staff has prepared a draft Injury and Illness Prevention Policy and Program (IIPP) for the Authority. The program begins with the Board's establishment of a Safety Policy setting direction for a safety mindset and an effective safety program. The IIPP lays out responsibilities at each level of the organization from the Board to each employee for safe work practices, identification of hazards, reporting of injuries and illnesses, and creating a safe environment in which to work.

Staff recommends the Authority Board of Directors approve and adopt the following policies:

1. Communicable Disease Policy (meets Aerosol Transmissible Disease Protocols)
2. Lactation Policy
3. Nepotism
4. Violence in the Workplace Policy
5. Family Medical Leave Policy
6. Prevention of Harassment, Discrimination, and Retaliation Policy
7. Injury and Illness Prevention Program

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDICES

None

ATTACHMENTS

Resolution approving Personnel Rules and select Administrative Policies and attached policies:

1. Communicable Disease Policy (meets Aerosol Transmissible Disease Protocols)
2. Lactation Policy
3. Nepotism
4. Violence in the Workplace Policy
5. Family Medical Leave Policy
6. Prevention of Harassment, Discrimination, and Retaliation Policy
7. Injury and Illness Prevention Program

DRAFT

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY APPROVING AND ADOPTING THE NEW ADMINISTRATIVE POLICIES FOR COMMUNICABLE DISEASES, LACTATION, NEPOTISM, VIOLENCE IN THE WORKPLACE, FAMILY MEDICAL LEAVE, NEPOTISM, AND PREVENTION OF HARASSMENT AND DISCRIMINATION, AND THE AUTHORITY'S NEW INJURY AND ILLNESS PREVENTION PROGRAM

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires become a standalone organization and employ personnel; and

WHEREAS, Staff of the Authority has developed a plan to transition employees from the City of Tracy to the Authority; and

WHEREAS, The Board of Directors desire to adopt Administrative Policies to provide guidance for direction for safety, health, and administrative practices are administered; and

WHEREAS, The Authority desires to establish the following legally mandated policies which are materially similar to the City of Tracy's policies (in accord with CCR 53292) except as described below, and

- Communicable Disease Policy (meets Aerosol Transmissible Disease Protocols)
- Lactation Policy
- Nepotism
- Violence in the Workplace Policy
- Family Medical Leave Policy
- Prevention of Harassment, Discrimination, and Retaliation Policy
- Injury and Illness Prevention Program

WHEREAS, The State of California has recently amended section 5199 of the Government Code amending parts of the Aerosol Transmissible Disease and necessitating changes in the Authority's Communicable Disease Policy; and

WHEREAS, The State of California has recently amended sections of the Government Code (Govt Code Sections 12945.6 and 12945.2) thereby amending and

expanding the California Family Rights Act and necessitating a change in the Authority’s Family Leave Policy; and

WHEREAS, The State of California has recently amended section 12950.1 of the Government Code, thereby setting expanded training requirements, and expanding harassment criteria necessitating a change in the Authority’s Prevention of Harassment, Discrimination, and Retaliation Policy, and

WHEREAS, The Board of Directors desire to approve said policies; and

WHEREAS, The Authority has met with good faith with the recognized bargaining units regarding the Personnel Rules; and

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolution approves and adopts the Authority’s Communicable Disease Policy, Lactation Policy, Nepotism Policy, Violence in the Workplace Policy, Family Medical Leave Policy, Prevention of Harassment, Discrimination, and Retaliation Policy, and Injury and Illness Prevention Program, and that future changes to the Rules and policies must be approved by the Board of Directors through resolution.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the _____ day of **Month 2021**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair



Communicable Disease Policy

1.0 PURPOSE AND SCOPE

This policy provides general guidelines to assist in minimizing the risk of Authority employees contracting and/or spreading communicable diseases.

1.1 DEFINITIONS

Definitions related to this policy include:

Communicable disease - A human disease caused by microorganisms that are present in and transmissible through human blood, bodily fluid, tissue, or by breathing or coughing. These diseases commonly include, but are not limited to, hepatitis B virus (HBV), HIV and tuberculosis.

Aerosol transmissible disease (ATD) - is a disease that is transmitted either by inhalation of infectious particles/droplets or direct contact of the particles/droplets with mucous membranes in the respiratory tract or eyes.

Exposure - When an eye, mouth, mucous membrane, or non-intact skin comes into contact with blood or other potentially infectious materials, or when these substances are injected or infused under the skin; when an individual is exposed to a person who has a disease that can be passed through the air by talking, sneezing or coughing (e.g., tuberculosis), or the individual is in an area that was occupied by such a person. Exposure only includes those instances that occur due to a employee's position at the Authority. (See the specific exposure control plan in the Appendices for further details to assist in identifying whether an exposure has occurred.)

Our employees have occupational exposure to ATDs while conducting their job duties, whether at the work facility or offsite. In accordance with California Code of Regulations, title 8, section 5133, Communicable Diseases, and 5199, Aerosol Transmissible Diseases, we have implemented this written exposure control plan to reduce our employees' risk of contracting these infections, and so that we may respond in an appropriate and timely manner when exposure incidents occur.

2.0 POLICY

The South San Joaquin County Fire Authority (Authority) is committed to providing a safe work environment for its employees. Each employee is ultimately responsible for their own health and safety and for the health and safety of those around them who may be affected by their actions, choices, or behavior.

3.0 EXPOSURE CONTROL OFFICER

The Fire Chief will assign a person as the Exposure Control Officer (ECO). The ECO must develop an exposure control plan that includes:

- (a) Exposure-prevention and decontamination procedures.



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- (b) Procedures for when and how to obtain medical attention in the event of an exposure or suspected exposure.
- (c) The provision that Authority employees will have no-cost access to the appropriate personal protective equipment (PPE) (e.g., gloves, face masks, eye protection, pocket masks) for each employee's position and risk of exposure.
- (d) Compliance with all relevant laws or regulations related to communicable diseases, including:
 - 1. Responding to requests and notifications regarding exposures covered under the Ryan White law (42 USC § 300ff-133; 42 USC § 300ff-136).
 - 2. Bloodborne pathogen mandates including (8 CCR 5193):
 - (a) Sharps injury log.
 - (b) Needleless systems and sharps injury protection.
 - 3. Airborne transmissible disease mandates including (8 CCR 5199):
 - (a) Engineering and work practice controls related to airborne transmissible diseases.
 - (b) Distribution of appropriate personal protective equipment to minimize exposure to airborne disease.
 - 4. Promptly notifying the appropriate agencies (CalOSHA, Public Health, etc.) regarding employee exposures.
 - 5. Establishing procedures to ensure that employees request exposure notification from health facilities when transporting a person that may have a communicable disease and that the employee is notified of any exposure as required by Health and Safety Code § 1797.188.
 - 6. Informing employees of the provisions of Health and Safety Code § 1797.188 (exposure to communicable diseases and notification).
- (e) Provisions for acting as the designated officer liaison with health care facilities regarding communicable disease or condition exposure notification. The designated officer should coordinate with other Authority employees to fulfill the role when not available. The designated officer must ensure that the name, title and telephone number of the designated officer is posted on the Authority website (Health and Safety Code § 1797.188).

The ECO should also act as the liaison with the Division of Occupational Safety and Health (Cal/ OSHA) and may request voluntary compliance inspections. The ECO must annually review and update the exposure control plan and review implementation of the plan (8 CCR 5193). Exposure Control Plans are addendums to this policy and any future amendments to this policy.



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4.0 EXPOSURE PREVENTION AND MITIGATION

4.1 GENERAL PRECAUTIONS

All employees are expected to use good judgment and follow training and procedures related to mitigating the risks associated with communicable diseases. This includes, but is not limited to (8 CCR 5193):

- (a) Stocking disposable gloves, antiseptic hand cleanser, CPR masks or other specialized equipment in the work area or Authority vehicles, as applicable.
- (b) Wearing Authority-approved disposable gloves when contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin can be reasonably anticipated.
- (c) Washing hands immediately or as soon as feasible after removal of gloves or other PPE.
- (d) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for a communicable disease.
- (e) Using an appropriate barrier device when providing CPR.
- (f) Using a face mask or shield if it is reasonable to anticipate an exposure to an airborne transmissible disease.
- (g) Decontaminating non-disposable equipment (e.g., flashlight, control devices, clothing, and portable radio) as soon as possible if the equipment is a potential source of exposure.
 - 1. Clothing that has been contaminated by blood or other potentially infectious materials must be removed immediately or as soon as feasible and stored/decontaminated appropriately.
- (h) Handling all sharps and items that cut or puncture (e.g., needles, broken glass, razors, knives) cautiously and using puncture-resistant containers for their storage and/or transportation.
- (i) Avoiding eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure.
- (j) Disposing of biohazardous waste appropriately or labeling biohazardous material properly when it is stored.

4.2 POSITIONS WITH POTENTIAL EXPOSURE

All employees of the Authority have the potential to encounter a communicable disease depending on the nature of the emergency or call and the level of emergency or pandemic.



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However, the following positions have the highest risk of contracting an aerosol transmittable disease: paramedics, firefighters, captains, and battalion chiefs.

4.3 IMMUNIZATIONS

Employees who could be exposed to HBV due to their positions may receive the HBV vaccine and any routine booster at no cost (8 CCR 5193).

4.4 OCCUPATIONAL EXPOSURE RISKS

Employees are considered to have occupational exposure to aerosol transmissible diseases if their work activity or work conditions are reasonably anticipated to present an elevated risk of contracting these diseases without protective measures in place. "Elevated" means higher than what is considered ordinary for other employees who have direct contact with the general public in occupations that are not covered under the Aerosol Transmissible Disease Standard (8 CCR 5199), such as bus drivers and retail employees.

The Department has conducted a risk assessment and determined that employees in the following job classifications may have occupational exposure to aerosol transmissible disease while performing their job duties: Firefighters, Fire Engineers, Fire Captains, Fire Chiefs, Fire Reserves, Fire Interns, Fire Trainees.

High hazard procedures are procedures performed on a Communicable Disease "Case" or suspected case, an individual with substantially similar symptoms of or testing positive to a communicable disease, where the potential for being exposed to a communicable disease or aerosol transmissible pathogen is increased due to the reasonably anticipated generation of aerosolized pathogens.

The Department has analyzed the job tasks performed by the job classifications listed in this section and has determined the following high hazard procedures:

- (a) Transporting suspected Communicable Disease Cases to a medical care facility or for medical evaluation in a vehicle not covered under (8 CCR 5199 (g)(4)(H) exception 2).
- (b) The provision of lifesaving first response medical intervention and treatment.
- (c) The retrieval of a Communicable Disease Case from a compromised or burning structure.
- (d) A lengthy carry of a suspected positive communicable disease case, primarily in close quarters or less than optimal ventilation conditions.

4.5 ENGINEERING AND WORK PRACTICE CONTROLS

The ECO oversees the execution and assesses the efficacy of the following engineering and work practice controls implemented as part of a holistic communicable disease prevention program.

- (a) The provision of a solid partition separating the passenger from the employees in all transport vehicles (8 CCR 5199 (g)(4)(H) exception 2).
- (b) Testing and documenting adequate airflow in transport vehicles and providing trunk-based ventilation systems or requiring open windows during transport where indicated (8 CCR 5199 (g)(4)(H) exception 2).
- (c) The provision of respiratory protection during transport of suspected positive cases when



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either the above protections are not in place, performance of aerosol generating procedures is present, or the patient is not masked.

5.0 POST EXPOSURE

5.1 INITIAL POST-EXPOSURE STEPS

Employees who experience an exposure or suspected exposure must:

- (a) Begin decontamination procedures immediately (e.g., wash hands and any other skin with soap and water, flush mucous membranes with water).
- (b) Obtain medical attention as appropriate.
- (c) Notify a supervisor as soon as practicable.

5.2 REPORTING REQUIREMENTS

The supervisor on-duty must investigate every exposure or suspected exposure that occurs as soon as possible following the incident. The supervisor must ensure the following information is documented (8 CCR 5193):

- (a) Name and Social Security number of the employee exposed
- (b) Date and time of the incident
- (c) Location of the incident
- (d) Potentially infectious materials involved and the source of exposure (e.g., identification of the person who may have been the source)
- (e) Work being done during exposure
- (f) How the incident occurred or was caused
- (g) PPE in use at the time of the incident
- (h) Actions taken post-event (e.g., clean-up, notifications)

The supervisor must advise the employee that disclosing the identity and/or infectious status of a source to the public or to anyone who is not involved in the follow-up process is prohibited. The supervisor should complete the incident documentation in conjunction with other reporting requirements that may apply (see the Occupational Illness and Work-Related Injury Reporting Policy).

5.3 MEDICAL CONSULTATION, EVALUATION AND TREATMENT

Authority employees must have the opportunity to have a confidential medical evaluation immediately after an exposure and follow-up evaluations as necessary (8 CCR 5193).

The ECO should request a written opinion/evaluation from the treating medical professional that contains only the following information:

- (a) Whether the employee has been informed of the results of the evaluation.
- (b) Whether the employee has been notified of any medical conditions resulting from



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exposure to blood or other potentially infectious materials which require further evaluation or treatment.

No other information should be requested or accepted by the ECO.

5.4 COUNSELING

The Authority must provide the employee, and his/her family if necessary, the opportunity for counseling and consultation regarding the exposure (8 CCR 5193).

5.5 SOURCE TESTING

Testing a person for communicable diseases when that person was the source of an exposure should be done when it is desired by the exposed employee or when it is otherwise appropriate (8 CCR 5193). Source testing is the responsibility of the ECO. If the ECO is unavailable to seek timely testing of the source, it is the responsibility of the exposed employee's supervisor to ensure testing is sought.

Source testing may be achieved by:

- (a) Obtaining consent from the individual.
- (b) Complying with the statutory scheme of Health and Safety Code § 121060. This includes seeking consent from the person who was the source of the exposure and seeking a court order if consent is not given.
- (c) Testing the exposed employee for evidence of a communicable disease and seeking consent from the source individual to either access existing blood samples for testing or for the source to submit to testing (Health and Safety Code § 120262).

The ECO is responsible for coordinating the testing to ensure expediency and to prevent unnecessary or duplicate testing. No employee should pay for testing.

The ECO should seek the consent of the individual for testing and consult the Authority's legal representative to discuss other options when no mandate exists for compelling the source of an exposure to undergo testing if he/she refuses.

6.0 CONFIDENTIALITY OF REPORTS

Medical information must remain in confidential files and must not be disclosed to anyone without the employee's written consent (except as required by law). Test results from persons who may have been the source of an exposure are to be kept confidential as well.

7.0 TRAINING

All employees must participate in training regarding communicable diseases commensurate with the requirements of their position. The training (8 CCR 5193):

- (a) Must be provided at the time of initial assignment to tasks where an occupational exposure may take place and at least annually after the initial training.
- (b) Must be provided whenever the employee is assigned new tasks or procedures



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affecting his/her potential exposure to communicable disease.

- (c) Should provide guidance on what constitutes an exposure, what steps can be taken to avoid an exposure and what steps should be taken if a suspected exposure occurs.

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FAMILY AND MEDICAL LEAVE POLICY

PURPOSE

To establish a compliant policy and procedures for the provision of family and medical care leaves for Authority personnel the Authority's Family and Medical Leave Policy (hereinafter "FML Policy") is hereby adopted by the South San Joaquin County Fire Authority (hereinafter "Authority") Board of Directors (hereinafter "Authority Board"). This policy replaces and supersedes any prior pregnancy disability, family medical, or FMLA/CFRA policies previously in use and may be changed only upon approval of the Authority Board.

FAMILY AND MEDICAL CARE LEAVES

1.1. Statement of Policy; Concurrent Running of FMLA and CFRA Leaves

The South San Joaquin County Fire Protection Authority (Authority) provides family and medical care leave for eligible employees as required by State and federal law. This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the Authority will run each employee's FMLA and CFRA leaves concurrently.

1.2. Definitions

1.2.1. "12-Month Period"

A rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

1.2.2. "Single 12 Month Period" (Care for a Service Member)

A 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.

1.2.3. "Child" or "son or daughter"

A child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is "incapable of self-



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care” if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.

1.2.4. **“Parent or Legal Guardian”**

The biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

1.2.5. **“Spouse”**

One or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.

1.2.6. **“Domestic Partner”**

Another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297 or a legal union formed in another state that is substantially equivalent to the California domestic partnership.

1.2.7. **“Serious Health Condition”**

An illness, injury impairment, or physical or mental condition that involves:

- 1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility does not actually remain overnight; or
- 2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:



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- a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
 - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- 3) Any period of incapacity due to pregnancy or for prenatal care. (29 CFR § 825.120; Gov. Code §12945.2(c)(8).) Note that pregnancy is a "serious health condition" only under the FMLA. Under health California law, an employee disabled by pregnancy is entitled to pregnancy leave. (See Policy 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)
- 4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious condition is one which:
- a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- 5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of but need not be receiving active treatment by health care provider.



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- 6) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment. (29 CFR § 825.113; Gov. Code § 12945.2(c)(8); 2 Cal.Code Regs § 11087(q)(1).)

1.2.8. **“Health Care Provider”**

The following is used to refer to the individual(s) who provides health care to the employee:

- 7) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
- 8) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
- 9) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 10) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 11) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- 12) Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits. (29 CFR § 825.102; Gov. Code § 12945.2(c)(6).)

1.2.9. **“Covered active duty”**

A member of the Armed Forces as follows:

- 1) A member of regular component of the Armed Forces, assigned to duty during deployment of the member with the Armed Forces to a foreign country; or



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- 2) A member of the reserve component of the Armed Forces, assigned to duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions

1.2.10. **“Covered Servicemember”**

A member of the Armed Forces in the following capacities:

- 1) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- 2) A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

1.2.11. **“Outpatient Status”**

With respect to a covered servicemember, the status of a member of the Armed Forces assigned to either:

- 1) A military medical treatment facility as an outpatient; or
- 2) A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

1.2.12. **“Next of Kin of a Covered Servicemember”**

- 1) means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

1.2.13. **“Serious Injury or Illness”**

As applied to members of the Armed Forces in the following capacity:

- 1) In the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before



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the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; or

- 2) In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

1.3. Reasons for Leave

Leave is only permitted for the reasons listed below.

- 1) The birth of a child or to care for a newborn of an employee; (29 CFR § 825.120; Gov. Code § 12945.2(c)(3)(A));
- 2) The placement of a child with an employee in connection with the adoption or foster care of a child; (29 CFR § 825.121; Gov. Code § 12945.2(c)(3)(A));
- 3) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition; (29 CFR § 825.113; Gov. Code § 12945.2(c)(3)(A) & (B));
- 4) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position; (29 CFR § 825.113; Gov. Code § 12945.2(c)(3)(C));
- 5) Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation (29 CFR § 825.126 -- This is a FMLA leave and not a CFRA leave); or
- 6) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period. (29 CFR § 825.127 -- This is a FMLA leave and not a CFRA leave.)



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1.4. Misuse of FML Leave

Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.

1.5. Employees Eligible For Leave

An employee is eligible for leave if:

- 1) The employee has been employed by the Authority for at least 12 months; and
- 2) The employee has been employed by the Authority for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- 3) The Authority directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase "current or preceding calendar year" refers to the calendar year in which the employee requests the leave or the calendar year preceding this request.
- 4) NOTE: Employees are eligible for PDL from first date of hire.

An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of the child's birth, adoption or foster care placement if:

- 1) The employee has been employed by the Authority for at least 12 months; and
- 2) The employee has been employed by the Authority for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- 3) The Authority directly employs at least 20 full or part-time employees within a 75-mile radius.

1.6. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave, and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first. (29 CFR § 825.127.)



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Pregnancy Disability Leave

Employees who are disabled due to pregnancy, childbirth or a related medical condition are entitled to up to 17 1/3 weeks (approximately four (4) months) of unpaid leave during their time of disability. An employee on pregnancy disability leave may use any accrued vacation, sick or other leave in order to receive regular compensation benefits during the absence. This leave may occur pre- and post-partum in conjunction with a physician verified disability due to pregnancy, childbirth, or a related medical condition. Use of this leave does not affect eligibility for parental leave under the FMLA and CFRA to bond with a child.

When both parents are employed at the Authority and desire to use bonding leave, the Authority will require the parents to share on 480 hour leave bank as allowed by law.

1.7. Minimum Duration of Leave

The minimum length of leave allowable for intermittent use of leave is as follows:

- 1) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.
- 2) If leave is requested to care for a child, parent, spouse or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required.

1.7.1. Parents both Employed by the Authority

If both parents of a child, adoptee, or foster child are employed by the Authority and are entitled to bonding leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period.

If both parents of a covered servicemember are employed by the Authority and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy.



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1.8. Employee Benefits While On Leave

Employees while on protected medical leave under FMLA/CFRA will continue to have the following benefits:

- 1) **Group Health Insurance During Unpaid Leave:** Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the Authority's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the Authority will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).
- 2) **Benefit Plans Not Provided through the Authority' Group Health Plan During Unpaid Leave Do Not Continue:** The Authority does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the Authority's benefit plans that are not provided through the Authority's group health plans while the employee is on unpaid leave.

OR ...

- 3) **Benefit Plans Not Provided through the Authority's Group Health Plan During Unpaid Leave Do Continue:** While on unpaid leave, employees will continue to be covered by the Authority's benefits plans that are not part of its group health plan for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job.
- 4) **Payment of Premiums:** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The Authority will inform the employee whether the direct payments for premiums should be paid to the carrier or to the Authority, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.
- 5) **Recovery of Premium if the Employee Fails to Return from Leave:** If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the Authority shall have the right to recover its share of health plan



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premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

1.9. Substitution of Paid Accrued Leaves

Although family and medical care leave is unpaid, an employee may elect, and the Authority will require an employee, to concurrently use all paid accrued leaves during family and medical care leave as described below.

1.10. Employee's Right to Use Paid Accrued Leave Concurrently with Family Leave

An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, spouse, domestic partner or child.

1.11. Authority's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave

Except as provided for paid leave by law (Paid Emergency Sick Leave Act and Emergency Family Medical Leave Act, both of 2020), employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

- (a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and
- (b) An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner.

1.12. Authority's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, the Authority will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for **[peace officers and firefighters]** who are on paid industrial injury leave. (Labor Code §4850(e).)



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1.13. Authority's and Employee's Rights if an Employee Requests Accrued Leave without Mentioning FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the Authority may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the Authority denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the Authority may require the employee to exhaust accrued leave as described above.

1.14. Medical Certification/ Recertification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

- 1) ***Employee's Own Serious Health Condition:*** Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.
- 2) ***Family Member Serious Health Condition:*** Employees who request leave to care for a child, parent, domestic partner or a spouse who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent or spouse. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered



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family member, the employer must obtain recertification if additional leave is requested.

- 3) ***Servicemember Serious Injury or Illness:*** Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness. The Authority will verify the certification as permitted by the FMLA regulations.
- 4) ***Qualifying Exigency:*** The first time an employee requests FMLA leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member’s active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active duty orders or similar documentation shall be provided to the Authority if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The Authority will verify the certification as permitted by the FMLA regulations.

1.15. Time to Provide a Medical Certification

When an employee has provided at least 30 days’ notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the Authority within the time frame requested by the Authority (which must allow at least 15 calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

1.16. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. (2 Cal.Code Regs § 11091(b)(3); 29 CFR § 825.313(a) & (b).) However, if an employee fails to provide a medical certification within the time frame established in this Policy, the Authority may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.



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1.18. Human Resources Director's Review of the Contents of Medical Certification for Employee's Own Serious Health Condition

The Human Resources Director review will consist of the following:

- 1) **Complete and Sufficient:** The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Human Resources Director will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.
- 2) **Authentication and Clarification:** After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Human Resources Director may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Human Resources Director may not ask for additional information beyond that required on the certification form.

1.19. 806.14 Second and Third Medical Opinions For Employee's Own Serious Health Condition

If the Authority has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the Authority may require a medical opinion of a second health care provider chosen and paid for by the Authority. If the second opinion is different from the first, the Authority may require the opinion of a third provider jointly approved by the Authority and the employee but paid for by the Authority. The opinion of the third provider will be binding. The Authority must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.



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1.21.806.15 Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The Authority may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

1.22. Employee Notice of Leave

Although the Authority recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

1.23. Reinstatement Upon Return From Leave

- 1) **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
- 2) **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the Authority, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.
- 3) **Employee's Obligation to Periodically Report on Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.



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- 4) **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement. Authority may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the Authority within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Authority, and the employee is notified of the Authority's intent.
- 5) **Reinstatement of "Key Employees":** The to deny reinstatement on such basis at the time the employer determines that such injury would occur.

Required Forms

Employees must complete the applicable forms to receive family and medical care leave. Please see the Human Resources Manager or your Division Chief for current forms. If forms are available online, the locations will be listed below.



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Lactation Policy

REFERENCE: Labor Code § 1030, 1032 and 29 USC § 207(r)

SECTION 1: PURPOSE

To provide a safe, discreet manner in which a mother may express breast milk for her infant child during her work hours and to meet current legislation.

SECTION 2: POLICY

It is the policy of the Authority to assist new mothers in the care and feeding of their infants promoting health and well being through safe, discreet, places to express milk.

SECTION 3: Lactation Break Time

An overtime-eligible employee who wishes to express breast milk for their infant child for up to a period of one (1) year after the birth of the child, during their scheduled work hours, will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period.

SECTION 4: Request Process

Those desiring to take a lactation break must notify a supervisor prior to taking such a break. The supervisor has an obligation to respond to the request within a reasonable time. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or urgent circumstances.

SECTION 5: Location

The Authority will make reasonable efforts to accommodate employees by providing an appropriate location to express milk in private. The Division Chief - Administration will attempt to find a location very near the employee's work area, and the location will be other than a toilet stall. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied, and the employee should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees



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assigned to the field may be taken at the nearest appropriate private area.

SECTION 6: Complaint Process

Employees should contact the Division Chief - Administration immediately to report any violations of this policy. An employee also has the right to file a complaint directly with the Labor Commissioner for any violation of the law related to lactation accommodations.



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Nepotism Policy

SECTION 1: Purpose

The purpose of this policy is to provide guidance regarding South San Joaquin County Fire Authority (Authority) employment practices pertaining to the employment of relatives of Authority employees.

SECTION 2: Policy

It is the policy of the Authority not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants based on familial or marital status. No employee, prospective employee, or applicant will be denied employment or benefits of employment based on their familial or marital status. This policy applies to the selection of persons for a training program leading to employment in addition to the above-designated persons. This policy applies to all Authority offices and positions, including, but not limited to, full-time, part-time, temporary, provisional, and employment under a contract where the terms of the contract may be influenced by a City official or employee who is a relative of the employee in question. The City of Tracy reserves the right to reasonably regulate for reasons of supervision, safety, security, or morale, the working of spouses and relatives in the same division.

SECTION 3: Appointment of Relatives of Officers and Fire Chief

The Authority will prohibit any appointment to a paid position within the Authority of any person or employee who has a marital or familial relationship with the Fire Chief or a member of the Authority's Board of Directors.

SECTION 4: Definitions

Marital status is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for the purpose of this anti-discrimination policy.

Spouse is defined as one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

Familial status is defined as the state of an individual's specific relatives working for the Authority and shall include spouse, child, brother, sister, parent or parent-in-law,



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stepbrother, stepsister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin.

SECTION 5 Appointments and Promotions

The Authority shall prohibit the initial appointment or advancement of any person or employee to any position within any department within the Authority, wherein that person so appointed or advanced would or may in any manner or form, supervise, public safety dispatch, or evaluate; or wherein that person would or may be supervised, dispatched or evaluated by any person within the same department, where, in either event, there exists a marital, familial status, or dating relationship factor between said persons.

SECTION 6: Employee Marriages and Dating Relationships

In the event two persons employed in the same City department marry each other and would thereby fall within the prohibitions listed in this policy, one of such employees will be transferred to a comparable vacant position, if any exists, in another division or City department. The transfer of such employee shall be done in consultation with the Division Chief – Administration.

If no comparable position is then vacant, the married employees may remain in their respective positions for up to six (6) months. If a conflict still exists at the end of six (6) months, the married employees may designate the one to be terminated, or the employee with less seniority will be terminated.

If the event two employees begin a dating relationship, and one party is in a supervisory position, that person is required to inform management and the Director of Human Resources of the relationship. The employees will have 60 days to resolve the situation on their own. After 60 days, if the employees have not yet resolved the situation on their own by means acceptable to the City, such as a transfer or employment outside the company, the employees' supervisors will work with the Division Chief - Administration to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.



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Policy Template

REFERENCE: Government Code Sections, regulation citations, and other governing authority references

SECTION 1: PURPOSE

State in concise terms why a policy is needed for this. What is it intended to do, prevent, clarify, inform, or guide?

SECTION 2: POLICY

State the pure policy, no definitions, explanations, or other nonsense here. Concisely and clearly write what you intend. This is the overarching rule. Most policies will be set by the Board with an Authority-wide focus. Some policies may be Divisional (e.g., the policy for using training rooms and equipment, sleeping quarters, laundry, or food storage areas).

SECTION 3:

Policies may include several sections, especially if they are legislated or are part of a program or plan. Sections may include: Controls, Mitigation Measures, Training, Documentation, Reporting, and other elements that are fixed by law, regulation, ordinance, code, or other, higher rule.

SECTION 4:

Sometimes a section may define who the eligible or required parties are to the policy and it may also list exceptions.

SECTION 5

Tables, resources, and references are most often found in procedures but can be found in policies (e.g., Links to GSA Per Diem tables for travel reimbursement, if applicable).

SECTION 6: PROCEDURE



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Procedures are the how, the forms and processes we use to accomplish work within the parameters, rules, and protocols of a policy. Unless mandated by law to be in your policy statement, write administrative and operational procedures separately. This provides organizational agility as work or nomenclature changes or clarity is required.



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Most policies will take only 1-3 pages to define.

EXCEPTION[S]

Policies that have been highly legislated or relate to large programs or projects. Policies that should be broken into several policy statements but make organizational sense to string together (e.g., Classification, compensation, grant sub-recipient, inside HazMat plans, or recruitment and selection).

FORMS

A policy may mandate use of a specific form or resource and this should follow the policy as an attachment. Often this happens due to local, state, or federal legislation.



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employees to publicly disclose their personal assets and income. They also must disqualify themselves from participating in decisions that may

affect receiving income or gifts from that source on your statement of economic interests; (Government Code Section 89503(c)). Gift limits are effective until December 31 each

SECTION 3: PROCEDURE

Upon being offered or receiving a gift limited by this policy, an individual must notify the gift giver of this policy and graciously decline or return the gift.

Upon being offered or receiving a gift limited by this policy, an individual may elect to pay the market value of the gift. Additionally, this information must be recorded in the Fire



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POLICY AND COMPLIANT PROCEDURE FOR THE PREVENTION OF HARASSMENT, DISCRIMINATION, RETALIATION, AND BULLYING

PURPOSE

The purpose of this policy is to establish a strong commitment to prohibit and prevent discrimination, harassment, retaliation, and workplace bullying in South San Joaquin County Fire Authority (Authority) employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Authority encourages all covered individuals to report, as soon as possible, any conduct that is believed to violate this Policy.

POLICY

It is the policy of the Authority to promote a work environment free from discrimination, harassment, retaliation, and workplace bullying. The Authority has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law to violate this Policy. A single act can violate this Policy and provide grounds for discipline or other appropriate sanctions.

This Policy prohibits the Authority and its elected or appointed officials, officers, employees, contractors, trainees, volunteers, interns, reserves, and vendors from harassing or discriminating against an applicant, unpaid intern, reserves, volunteers, officer, official, vendor, contractor, or other member of the public, because of:

1. an individual's protected classification.
2. the perceptions that an individual has a protected category; or
3. the individual associates with a person who has or is perceived to have a protected category.

This policy also prohibits the Authority and its elected or appointed officials, officers, employees, contractors, volunteers, interns, trainees, reserves, and vendors from bullying, for any reason, an applicant, unpaid intern, volunteer employee, officer, official, vendor, contractor (or other member of the public),

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

The District will institute appropriate corrective and disciplinary action or up to and including termination for prohibited behavior as defined below even if the violation does not rise to the level of unlawful conduct.



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Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate disciplinary action up to and including termination.

Allegations of harassment, discrimination, bullying or retaliation could be the subject of disciplinary action, up to and including termination from employment, if determined to be frivolous, alleged to avoid one's own discipline, or made in bad faith.

The Authority recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or the human resources unit.

Definitions

The following definitions apply to all sections of this policy.

2.1. Protected Category:

This Policy prohibits harassment or discrimination because of an individual's protected category. "Protected Classification" includes actual or perceived race (including, but not limited to, hair textures and protective hair styles), religious creed (including religious dress and grooming practices), color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding, and medical conditions related to breastfeeding), national origin, ancestry, physical or mental disability¹, medical condition (including cancer), genetic characteristics or information, marital status, age (over 40), sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other legally protected basis or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

Interpretation and Application of Policy:

This policy shall not be construed to create a private of independent right of action. Although this policy is intended to prohibit discrimination consistent with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the California Fair Employment and Housing Act, California Labor Code Section 1102.1, and the Affordable Care Act, the Authority reserves the right to interpret and apply this policy to provide greater protection than what is afforded under those laws.



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Policy Coverage:

This Policy prohibits Authority elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

Misconduct:

Harassment and Discrimination are considered serious acts of misconduct and will not be tolerated from or by coworkers, officers, Directors, third parties, supervisors, and managers. Employees who violate this policy and engage in acts of harassment or discrimination of any type, for any duration, must be subject to severe disciplinary action, up to and including termination.

Discrimination:

As used in this policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the employee's, or applicant's, perceived or actual protected category, including unequal treatment based upon the employee or applicant's association with a member of these protected classes. This Policy prohibits treating individuals differently because of the individual's protected category as defined in this Policy.

Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

Harassment

As used in this policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

Harassment may include, but is not limited to, the following types of behavior, if that behavior is taken because of a person's protected classification. Note that harassment is not limited to conduct by AUTHORITY employees. Under certain circumstances, harassment can also include



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conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

Speech, such as epithets, derogatory comments or slurs, and propositioning based on a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual acts, such as derogatory posters, cartoons, emails, pictures, or drawings related to a protected classification.

Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Sexual Harassment:

As used in this policy sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth,

breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. Quid Pro Quo Sexual Harassment ("this for that") - Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.
2. Hostile Work Environment Sexual Harassment Conduct of a sexual nature or based on sex by any person in the workplace that unreasonably interferes with an



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employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment. Examples include:

- a. Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- b. Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets. - Leering, obscene, or vulgar gestures or making sexual gestures.
- c. Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- d. Impeding or blocking movement, unwelcome touching, or assaulting others.
- e. Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- f. Conduct or comments consistently targeted at one gender, even if the content is not sexual.

2.2. Guidelines for Identifying Harassment:

To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

- 2.2.1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
- 2.2.2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
- 2.2.3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- 2.2.4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.



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2.2.5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

2.3. Retaliation:

As used in this policy retaliation is defined as any adverse conduct or employment action taken against an employee, applicant, or contractor because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein. The SSJCFPA has zero tolerance for any retaliatory behavior or actions. Retaliation is strictly prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation under this Policy: those who make good faith reports of harassment or discrimination, those who associate with an individual who is involved in reporting harassment or discrimination, and those who participate in the complaint or investigation process.

2.4. Workplace Bullying:

The Authority considers workplace bullying unacceptable and will not tolerate it under any circumstances. It is the Authority's Policy that all applicants, officers, officials, employees, unpaid interns, volunteers, contractors, or members of the public should be able to conduct business and work in an environment free of bullying.

Authority expects all communications and interactions between its employees, officers, officials, volunteers, and unpaid interns with each other, vendors, contractors, and members of the public will, always, be professional, courteous, and respectful.

Managers and supervisors must take reasonable measures to prevent workplace bullying, and to respond promptly if it is identified, to address and prevent future instances. All employees are encouraged to report workplace bullying by following the complaint procedure in this Policy.

Workplace Bullying includes but is not limited to behavior that harms, intimidates, offends, degrades, or humiliates an individual, possibly in front of other employees, clients, or members of the public. Examples of bullying include, but are not limited to, profane or disrespectful language; hostile and rude behavior and speech directed at another person; derogatory or sarcastic remarks and comments about another person's appearance or job performance; angry outbursts or yelling; name calling; throwing anything at or toward another person; comments that undermine another person's trust and confidence; and, retaliation against any person who has



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reported disruptive behavior. Bullying does not include adverse comments made by a supervisor as part of an employee's performance evaluation.

Disciplinary action or other appropriate sanctions up to and including termination of employment will be instituted for prohibited behavior as defined in this Policy.

Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participates in any investigation or administrative process related to a complaint of workplace bullying is prohibited.

All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. The Authority is committed to responding to alleged violations.

TRAINING REQUIREMENTS

Every two years, all Authority employees must attend Sexual Harassment Prevention and Workplace Civility training aimed at increasing their understanding of and preventing workplace sexual harassment (including harassment on the basis of sexual orientation, gender identity, and gender expression) and their role in creating an underlying culture of mutual respect in our workplace. As required by AB1343, the training must be interactive and will be provided to all supervisory employees for at least one hour every two years and supervisors for two hours every two years.

Specific components of the supervisor training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy. The training must be provided by trainers who, in addition to the other requirements set forth in 2 CCR 11024, have the ability through training or experience to train supervisors on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace.

COMPLAINT PROCEDURE

Any employee or applicant who experiences or witnesses behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. The applicant or employee should also immediately report the alleged violation to his/her supervisor, manager, or the Director of Human Resources. There is no chain of command when contacting the Director of Human Resources; an individual does not need supervisor or manager approval to do this. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor, manager or the Director of Human



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Resources. A complaint may be brought forward verbally or in writing. Written complaints can be made using the Complaint Form (attached to this policy).

2.3. An employee, job applicant, unpaid intern, volunteer, or contractor who believes they have experiences or witnessed behavior that they believe violates this policy may make a complaint verbally or in writing with any of the following. There is no need to follow the chain of command:

- a. Immediate supervisor;
- b. Any supervisor or manager within or outside of the department;
- c. Any department head; or
- d. Director of Human Resources.

2.4. Any supervisor or department head who receives a harassment complaint is required to immediately notify the Director of Human Resources immediately.

2.5. Upon receiving notification of a harassment complaint, the Director of Human Resources shall:

2.5.1. Provide the complainant with a timely response indicating that the complaint has been received and that a fair, timely, and thorough investigation will be conducted.

2.5.2. Timely authorize and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint. The investigation will afford all parties with appropriate due process and include interviews with:

- a. the complainant;
- b. the accused harasser; and
- c. other persons who have relevant knowledge concerning the allegations in the complaint.

2.5.3. Review the factual information gathered through the investigation to reach a reasonable conclusion as to whether the alleged conduct constitutes harassment, discrimination, or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

2.5.4. Timely report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.



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- 2.5.5. If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- 2.5.6. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.
- 2.5.7. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
- 2.6. The Authority takes a proactive approach to potential Policy violations and will investigate if its officers, supervisors, or managers become aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.
- 2.7. The Contact person for complaints about harassment, discrimination, bullying, or retaliation is the Division Chief – Administration.

Employee Name: Chief Tad Neave

Telephone Number: (209) 831-6741

Email Address: tad.neave@sjcfire.org

- 2.8. Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process.

California Department of Fair Employment and Housing
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
800-884-1684 (voice), 800-700-2320 (TTY)
or California's Relay Service at 711
contact.center@dfeh.ca.gov <https://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission
450 Golden Gate Avenue 5 West,
P.O Box 36025 San Francisco, CA 94102-3661
1-800-669-4000 or
510-735-8909 (Deaf/hard-of-hearing callers only)
<http://www.eeoc.gov/employees>



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The nearest offices are listed in the government section of the telephone book or employees can check the posters that are located on employer bulletin boards for office locations and telephone numbers.

Confidentiality

Every possible effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An individual who is interviewed during an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. However, an employee may discuss the interview with their bargaining unit representative who is not otherwise a party to the complaint. The AUTHORITY will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

DEFINITIONS

7.1. Managers and Supervisors are responsible for:

- a. Informing employees of this Policy.
- b. Modeling appropriate behavior.
- c. Taking all steps necessary to prevent harassment, discrimination, or retaliation from occurring.
- d. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
- e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
- f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- g. Informing those who complain of harassment or discrimination of their option to contact the EEOC or DFEH regarding alleged Policy violations.
- h. Assisting, advising, or consulting with employees and the Human Resources Director regarding this Policy and Complaint Procedure.
- i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with employer Personnel Rules, up to and including discharge.
- j. Implementing appropriate disciplinary and remedial actions.



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- k. Reporting potential violations of this Policy of which they became aware, regardless of whether a complaint has been submitted, to the Human Resources Department or the department head.
- l. Participating in periodic training and scheduling employees for training.

7.2. Each employee or contractor is responsible for:

- a. Treating all employees and contractors with respect and consideration.
- b. Modeling appropriate behavior.
- c. Participating in periodic training.
- d. Fully cooperating with the employer's investigations by responding fully and truthfully to all questions posed during the investigation.
- e. Maintaining the confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Human Resources Director.
- f. Reporting any act, they believe in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to their immediate supervisor, or department head, or Human Resources Director.

Dissemination of Policy

All Authority employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

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Workplace Harassment Complaint Form (including Sexual Harassment)

This form is to be used to document any claim of illegal harassment, including sexual harassment, which occurs in the workplace. To ensure that all harassment complaints are managed appropriately, effectively, and in accordance with the organization's policy, harassment complaints, including sexual harassment complaints, will be recorded using this form. Only those individuals authorized to receive such complaints may do so. An individual need not complete this form to report an act of violence but will be contacted by a Division Chief to complete the form as part of an initial review of the matter. If needed, guidance can be obtained from the Division Chief – Administration.

Complainant:	Dept:
Name(s) of individual engaged in the harassment:	
Please describe the specific incident of harassment alleged. Describe each incident separately, including dates, times and locations. If you cannot remember exact dates, times or locations, please provide approximations. Use additional pages if necessary.	

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Are there others who may have witnessed this alleged harassment? If so, please provide their name(s).

Are there others who may have experienced similar alleged harassment by the individual named above? If so, please provide their name(s).

Did you tell anyone about your experience after the alleged incident(s)? If yes, please provide their name(s).

Are there others who have witnessed this behavior or others who experienced similar behavior by the individual named above? If so, please provide their name(s) and state whether they are a witness to this behavior or an individual who has experienced similar behavior:

Did you speak to the individual named in this report about the alleged harassment? If yes, what was his or her response?

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Complainant Signature: _____ Date: _____

Print Name: _____

Job Title: _____

*I attest that the information I have provided is a true and accurate description of my complaint and that I have not willfully or deliberately made false statements. I understand that the College of Optometry prohibits any individual from retaliating against me for filing a complaint and that I am to notify my immediate supervisor or Division Chief - Administration that I am a victim of retaliation.

OFFICIAL ONLY:

Signature of person receiving complaint: _____ Date: _____

Print Name: _____

Job Title: _____



INJURY AND ILLNESS PREVENTION PROGRAM

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INJURY AND ILLNESS PREVENTION PROGRAM

This Illness Prevention Program (IIPP) establishes the South San Joaquin County Fire Authority's (Authority) written procedures for the implementation of the Authority Safety Program. The IIPP assigns responsibility towards preventing, controlling, and eliminating hazardous or potentially hazardous conditions in the workplace and serves as the foundation for all Authority Safety Programs.

The Cal/OSHA IIPP requirements are found in Title 8, California Code of Regulations, Section 3203, *Injury and Illness Prevention Program*. This content of this document is organized into the following responsive areas:

- Program Review and Certification
- Purpose and Policy Statement
- Responsibilities
- Compliance
- Communication
- Hazard Assessment
- Accident, Incident and Near Miss Reporting and Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

This document does not contain the Authority's Hazard Mitigation or Emergency Action Plans. Each Division Fire Chief is responsible to work with the Training Coordinator to prepare and maintain these plans. Division and Station safety plans are incorporated in this document as an addendum and can be viewed at the specific location for which they are written.

The IIPP identifies the divisional requirements for the following safety practices:

- An Authority-wide safety mindset and a commitment that together and as individuals we conduct ourselves in a safe manner and ensure that safe work practices, documentation, protocols, and reporting timely occur.
- Responsibilities for all Authority employees at each level of the organization.
- Accident investigation, documentation, reporting, and correction responsibilities



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and procedures for any incident occurring during employment or on an Authority work site.

- Standards and required documentation and reporting for training, communication, and employee access to the IIP Program documentation.
- Hazard identification, assessment, abatement or mitigation, documentation, and reporting standards.
- Standards for safety as a part of performance management and discipline.

SECTION 1: Program Review and Certification

The Authority's Injury and Illness Prevention Program will be reviewed and revised as necessary to ensure the program is current. All revisions are documented on [Attachment A](#), Program Review and Certification Log.

SECTION 2: Purpose and Policy

Purpose: To establish a Cal-OSHA mandated Employee Injury and Illness Prevention Program (IIPP), in accordance with the California Code of Regulations, Title 8, Section 3203.

Policy: The Authority holds the safety of our employees, as well as that of the public we serve, as a high priority. The consideration of worker safety, and the safety of the public, bears as high a priority as the decision to commit funds or complete a task and no function of the Authority is so critical as to require a compromise of safety.

The Authority is committed to providing a place of employment free from health and safety hazards, promoting safe working practices, and complying with all applicable federal, state, and Authority safety requirements.

SECTION 3: Responsibilities

Authority Board: The Authority Board establishes the overall safety policy for the Authority and authorizes sufficient funding to adequately provide for and perform the duties and responsibilities in this plan.

Fire Chief: The Fire Chief has the overall authority and responsibility for implementing the provisions of the IIPP for the Authority. Specific responsibilities include, but are not limited to:

- Ensuring that the program targets losses, exposures, and complies all applicable



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government standards.

- Providing active leadership & participation in the safety program.
- Holding those in management or supervisory positions accountable for safety and loss control.
- Establishing and supporting a safety committee, if established.
- Ensuring adequate funding is made available for the successful implementation of this program.
- Ensuring the safety program is fully implemented
- Ensuring policy and procedures are current.

Division Chiefs and Training Manager: The Division Chief serves as a safety liaison between the Board and Chief and mid-management and employees within the Division, and is responsible for administering, designing, and maintaining the safety program for the assigned Division. The Training Manager serves as the main recordkeeper and source of training for the Authority. Their responsibilities include the following:

- Providing support regarding all safety related issues.
- Reviewing, revising, and developing safety policies and procedures in order to keep the safety program updated and in compliance with Cal/OSHA requirements.
- Developing, implementing, and maintaining an effective safety program to prevent accidents, injuries, and illnesses.
- Coordinating with those in leadership roles and positions in the activities required to meet the provisions of the safety program.
- Implementing a training schedule to track and document that safety training and other Cal/OSHA requirements are scheduled and implemented.
- Monitoring and coordinating safety training and events for compliance with the projected training schedule.
- Managing safety record keeping requirements.
- Participating in accident/incident investigations, as necessary.
- Monitoring the effectiveness of the program and making recommendations to reduce risks and eliminate or control unsafe conditions in the workplace.
- Monitoring and tracking periodic safety inspections for compliance with safety program requirements.
- Ensuring that all new employees receive New Employee Safety Orientation.



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- Implementing systems to encourage employee participation in the safety program.

Managers, Supervisors, Battalion Chiefs, and Captains: The former positions are responsible to model good safety behavior, hold themselves and other employees responsible for their actions related to safety in the workplace, and for:

- Providing safety information and training through tailgate meetings and during staff meetings
- Evaluating safety practices and behaviors as an element of performance management.
- Helping to develop a cooperative safety attitude by being an example to employees.
- Encouraging employees to report unsafe conditions, practices, and near misses.
- Completing their part of the New Employee Safety Orientation program in a timely manner for employees under their direct supervision.
- When appropriate, discussing safety concerns and safe job procedures as part of section meetings
- Ensuring documented tailgate meetings are occurring as required.
- Coordinating with the Safety Representative (or designee) to schedule, develop, implement, and document all workgroup safety training.
- Reporting & documenting all injuries, property damages, near misses, unsafe conditions, and unsafe practices in accordance with this policy.
- Ensuring unsafe conditions or practices are evaluated and corrected in a timely manner
- Ensuring safety inspections are conducted and documented in accordance with this policy
- Conduct special safety inspections if new substances, job tasks, or equipment introduce new hazards to their employees
- Conducting accident/incident investigations when required by this policy, or as requested
- Ensuring employees receive prompt medical attention for all injuries/illnesses
- Ensuring that employees under their direct supervision know, understand, and follow established safety guidelines
- Providing the necessary personal protective equipment to employees under their direct supervision and train them on its use



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Employees: It is the responsibility of each employee to follow safe working practices and comply with safety rules and regulations.

- Specific responsibilities include, but are not limited to:
- Actively contributing to the success of the overall safety program
- Accomplishing their duties using safe work practices
- Reporting unsafe conditions and practices in accordance with Section 6.0 Hazard Assessment
- Conducting safety inspections of their respective work areas and/or equipment when requested
- Correcting any observed unsafe conditions or practices, when and where appropriate
- Immediately reporting all imminent and/or serious safety conditions/practices to their supervisor
- Maintaining good housekeeping duties pertaining to their work assignments
- Reporting all injuries to a supervisor immediately or as soon as possible
- Protecting themselves from hazardous exposures/conditions by using the proper engineering controls, administrative controls, and /or personal protective equipment when required or necessary
- Maintaining safety equipment in good condition with all safety guards in place when in operation
- Advising management when there is a need for job specific training
- Coaching fellow employees on safe work practices, whenever appropriate
- Participating on the Safety Committee when requested
- Taking the initiative to temporarily suspend any work activity or unsafe conditions that they believe is an imminent or serious hazard (I.e. is immediately dangerous to life and health)
- Employee rights include, but are not limited to:
- A safe and healthful working environment.
- Receive information and training in general safety and job specific work practices
- Refuse work that would violate a health and safety standard or order where such violation would pose a real and apparent hazard to his/her safety and health
- To not perform a job until they have received instructions and training on the proper and safe work procedures



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- Contact Cal/OSHA about unsafe or unhealthful working conditions. Such complaints are strictly confidential per Cal/OSHA policy
- Have an employee representative accompany Cal/OSHA on an inspection and to talk privately to the Cal/OSHA representative during an inspection

SECTION 4: Compliance

All employees, including managers and supervisors, are responsible for complying with safe and healthful work practices. The Authority's system of ensuring that all employees comply with these practices includes one or more of the following practices:

- Informing workers of the provisions of the IIPP.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices in accordance with the Authority's disciplinary procedures.

SECTION 5: Communication

The Authority recognizes that open, two-way communication between management and employees on health and safety issues is essential to an injury-free, productive workplace. The following systems of communication at the Authority are designed to facilitate a continuous flow of safety and health information between management and employees in a form that is readily understandable.

5.1 New Employee Orientation:

Safety Orientations will be conducted at the time of hire and include a discussion of safety and health policies relevant to their position that stresses the importance of safety in the workplace. Safety orientation is a combined effort and is documented using the New Employee Orientation Checklist.

5.2 Safety Postings:

All appropriate and required safety information will be posted on Bulletin Boards throughout Authority worksites and stations or in other locations that are highly visible and accessible to all employees.



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5.3 Reporting of Unsafe Conditions Or Practices:

[Attachment C](#), Report of Unsafe Condition or Practice is used to report any unsafe conditions, practices, or near misses they may have observed or experienced. Completed forms are given to the Division Chief. Employees may submit completed forms anonymously if they so choose. The Division Chief will review all reports of unsafe conditions and determine the necessary actions needed to correct hazardous conditions in accordance with Section 8.0 Hazard Correction.

5.4 Safety Meetings:

Safety meetings will be held periodically to review and discuss safety issues and to provide relevant safety information. Safety meetings will be documented on [Attachment B](#), Safety Meeting & Training Attendance Form, or equivalent.

5.5 Required Safety Training:

Employees will receive job specific training in accordance with the tasks they are required to perform, the hazards posed and regulatory requirements. This training will be provided either at time of hire as part of the New Employee Orientation, prior to performing the activity or being exposed to the hazard. All safety training will be documented on [Attachment B](#).

5.6 Equipment Safety Training:

Equipment safety training will be provided on all new equipment where training is necessary to prevent employee, coworker or third-party injury or property damage. This training will be documented on [Attachment B](#).

5.7 Special Safety Meetings and Tailgate, or Station Meetings:

As appropriate, supervisors or managers will hold special safety meetings, tailgate or station safety meetings to review and discuss safety issues arising out of any unusual working conditions such new job activities, work procedure, hazardous substance, new equipment, on-site contractor activities, or other non-routine working conditions. All Safety Meetings will be documented on [Attachment B](#).



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SECTION 6: Hazard Assessment

Hazard assessment and correction activities include the following programs:

6.1 Periodic Inspections:

The Authority will conduct documented safety inspections of the worksite and job activities in accordance with the following schedule in order to identify, evaluate, and correct workplace hazards and unsafe work practices.

- When the IIPP is first established
- Periodic inspection frequencies are determined by a division's work activities and associated hazards and will be performed quarterly, at a minimum
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace
- When new, previously unidentified hazards are recognized
- When occupational injuries and illnesses occur
- When employees are hired and/or reassigned to a process or work task for which a hazard evaluation has not been previously conducted
- Whenever workplace conditions warrant an inspection

6.2 Safety Inspection Documentation and Tracking:

All safety inspections and safety hazards discovered will be documented using [Attachment D](#): Safety Inspection Report. The Division Chief will review all completed inspection reports. Hazards and unsafe conditions will be prioritized for correction by the Division Chief, or designee, according to the Section 8.0: Hazard Correction. The Division Chief, or designee, will monitor the status of these hazards and unsafe conditions until they have been corrected. When hazards have been corrected, the date will be logged onto the corresponding [Attachment D](#).

6.3 Special Safety Inspections:

Special safety inspections will also be performed whenever:

- New substances, processes, or equipment are introduced to the workplace that represents a new occupational safety and health hazard
- The Authority is made aware of a new or previously unrecognized hazard



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SECTION 7: Incident and Exposure Investigation

Employees are to report all work-related injuries and illnesses to their immediate supervisor in accordance with Section 7.1. A thorough investigation will be performed depending upon the seriousness of the incident and/or injury as outlined in Section 7.2.

7.1 Occupational Injury and Illness Reporting Procedures:

First Aid Injury:

If the injury or illness is a minor first aid injury, the employee will report the injury or illness to their supervisor. The supervisor will log this information according to the Accident, Incident and Near Miss Investigation Procedures ([Attachment F](#), Accident, Incident, and Near Miss Investigation). Examples of minor first aid injuries include (but are not limited to) minor cuts, abrasions, or other injuries that only require flushing, cleansing, applying ointments, or require a covering such as a bandage, Band-Aid, or gauze pad. The purpose of recording these types of injuries is to ensure that all minor injuries & illnesses are dated in the event the injury/illness requires medical attention and/or becomes recordable (i.e. on the Cal/OSHA 300 Log) at a later date.

Recordable Injury:

If the injury is beyond first aid (e.g. requires outside medical attention) the employee and their supervisor will follow the Authority's Workers' Compensation claims procedures.

7.2 Investigation:

The Authority will perform internal investigations of accidents, incidents and near misses in accordance with [Attachment F](#). The main objective in conducting an investigation is to identify the root cause(s) of the accident or incident and make any changes necessary to prevent the accident or incident from occurring again.

Purpose of the Investigation:

The main objective in investigating is to identify the root cause and any other factors that contributed to the incident so that steps can be taken to prevent the incident from occurring again.



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Conditions to Investigate:

All occupational incidents will be evaluated and documented using the Employee Incident Report and the Supervisor's Incident Report. Additionally, the following incidents will require a full investigation:

- Fatalities
- Serious Injury (i.e. inpatient hospitalization for a period of 24 hours for other than medical observation)
- Lost Time Injury
- Vehicle or equipment incidents involving employee or third-party injuries
- Vehicle or equipment incident involving third party property damages

Procedure and Documentation:

An internal investigation of incidents will be performed using the Incident Investigation Report Form ([Attachment E](#)).

When to Investigate:

An incident evaluation and/or investigation will be performed as soon as possible after the supervisor has become aware that an incident has occurred.

7.3 Reporting to Cal/OSHA

[in accordance with [Title 8, Sections 330\(h\)](#) and [342](#)]

The Authority's IIPP Administrator, or designee, will **immediately** make a telephone report to the American Canyon District Office of the CA Division of Occupational Safety and Health at (707) 649-3700 to report any **serious occupational injury, illness, or death**.

Immediately means as soon as practically possible but not longer than 8 hours after the Authority knows or with diligent inquiry would have known of the death or serious injury or illness.

Serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement.



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The following information must be included in the report, if available:

- Time and date of accident
- Employer's name, address, and telephone number
- Name and job title, or badge number of people reporting the accident
- Address of site of accident or event
- Name of person to contact at site of accident
- Name and address of injured employee(s)
- Nature of injury
- Location to where injured employee was moved
- List and identity of other law enforcement agencies present at the site of accident
- Description of accident and whether the accident scene instrumentality has been altered

SECTION 8: Hazard Correction

Whenever possible, workplace hazards and unsafe work practices will be corrected as soon as they are identified. If not corrected the day of discovery, a target date for correction will be established based upon the following criteria:

8.1 Imminent Hazard:

Imminent hazards are those conditions or practices that pose an immediate threat to the life or health of employees, public, or others who may be exposed. If not corrected, this activity or condition will likely cause a serious injury, serious illness, or fatality. If an imminent hazard is present, employees should stop activity and take immediate corrective action. If employees are unable or unsure what action to take, they will notify their supervisor who will take immediate corrective action, if possible. In either case, the employee shall document these condition(s) using [Attachment C](#). If it is necessary for employees to enter the area to correct the hazardous condition, they will be provided with the necessary protection and will be trained to perform these duties. If the imminent hazard cannot be corrected, the hazard area shall be declared "off-limits" until the hazard is corrected.

8.2 Serious Hazard:

Serious hazards are hazards that indicate substantial probability that an employee, public,



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or others will suffer physical harm. If a serious hazard is present, employees should stop activity and notify their supervisor. Serious hazards shall be corrected as soon as possible or shall be declared off limits until the hazard is corrected. The employee shall document these condition(s) using [Attachment C](#).

8.3 General Hazard:

General hazards are those that may affect the safety and health of employees. General Hazards are brought to the attention of the supervisor using [Attachment C](#). General Hazards will be corrected as appropriate.

8.4 Regulatory Hazard:

A regulatory hazard pertains to permits, posting, record keeping, reporting requirements, or procedure deficiencies not directly affecting the safety and health of the employees. These deficiencies are noted on [Attachment C](#) for further review by the employee's supervisor and is corrected as appropriate.

SECTION 9: Training and Instruction

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows and documented using [Attachment B](#) or equivalent:

- When the IIPP is first established
- To all new employees
- To all employees given new job assignments for which training has not previously provided
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard
- Whenever the employer is made aware of a new or previously unrecognized hazard
- To supervisors to familiarize them with the safety and health hazards to which workers under immediate direction and control may be exposed
- To all employees with respect to hazards specific to each employee's job assignment



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SECTION 10: Record Keeping

The following safety records will be kept on file with the Authority for a minimum of 3 years:

- Incident investigations
- Safety Inspections
- Safety training records including the date of the training, the name of the person conducting the training, and a description of training contents
- Staff safety meetings including the names of attendees, the date and any safety items (e.g. topics, discussions, incident recaps, etc.)
- Unsafe Condition/Practice Reports and corrective action(s) taken



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Violence in the Workplace

SECTION 1: PURPOSE

The purpose of this policy is to establish a strong commitment to providing a safe and secure work environment that has no tolerance for harassment, intimidation, violence, or threats of violence in all the workplaces of the South San Joaquin County Fire Authority (Authority); to provide for training and education of all employees regarding this policy; and to set forth procedures for reporting, investigating, and resolving incidents and complaints of violence in the workplace.

SECTION 2: POLICY

It is the policy of the Authority to promote a safe and secure work environment that has no tolerance for harassment, intimidation, threats or acts of violence for our employees. Any behavior that raises concerns for the safety of another person's life, health, well-being, family, or property, whether direct or indirect, constitutes unacceptable conduct.

All reports of incidents will be taken seriously, and appropriate actions will be taken to enhance the safety and security, as fully as possible, of Authority employees, contractors, consultants, volunteers, and members of the public from harassment, intimidation, threats, and acts of violence, which may occur at Authority workplaces, and during the performance of Authority duties. This policy covers not only employees of the Authority but individuals from outside the Authority threatening or perpetrating violence against Authority employees, volunteers, contractors, or consultants.

No tolerance means that every act of violence in the workplace, regardless of nature, must be reported to your Division Chief and to the Division Chief – Administration.

All employees are responsible for maintaining a safe work environment. Employees who make threats, exhibit threatening behavior, engage in violent acts against the life, health, well-being, family, or property of others while at work may be removed from the premises, may be subject to disciplinary action, up to and including termination, and may be subject to criminal penalties, or all of these actions.

In addition, employees are prohibited from possessing firearms, weapons, or other dangerous devices in the workplace or at the work site unless expressly authorized by the nature of their work. This prohibition includes any simulated or toy weapons. Employees are prohibited from utilizing work tools and equipment as weapons.



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Workplace violence is a serious issue; therefore, joking about violence or making false reports and unsubstantiated allegations about violence in the workplace as determined by the Fire Chief or designee, will not be tolerated, and will be treated as a violation of this policy. In addition, retaliation by employees against other employees, contractors, volunteers, or consultants who report violations of this policy will not be tolerated and will be handled appropriately.

Acts of violence, threats of violence, theft, dishonesty, discrimination, retaliation, and sexual harassment should be considered urgent and will be taken seriously.

If you consider the act or threat of violence as serious, immediately call 911. Then call your manager and the Workplace Violence hotline at (916) 376-5344.

Discrimination, retaliation, and sexual harassment must be reported to your direct supervisor, the Division Chief – Administration, and Human Resources Manager.

It is a violation of this policy for any Authority employee to retaliate, in any form, against any other employee who reports, threatens to report, or files a report of a complaint of violence in the workplace or participates in an investigation alleging violence in the workplace. Acts of retaliation will not and must not be condoned.

SECTION 3: DEFINITIONS

Act of Violence

The attempt (coupled with the ability), or actual use of force or violence with the intent to threaten, harass, intimidate, intentionally commit an injury to self or others, or damage or destroy property.

Harassment

The creation of a hostile work environment through unwelcome words, actions, or physical contact not resulting in physical harm. Verbal harassment may include disparaging or derogatory comments or slurs, unreasonable or excessive criticism, or name calling. An act does not have to be repeated or pervasive to be considered illegal harassment, a single disparaging comment based on a protected class or having such an affect or impact an individual's credibility, stature, reputation, or ability to perform their duties is sufficient to be deemed a violation of this policy.

Intimidate

To make afraid; to frighten, alarm, or scare. To force a person into, or deter them from, some action by inducing concerns for their safety by means of any physical action and/or verbal



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comment.

Stalking

Any person willfully, maliciously, and repeatedly harassing another by any means, direct or indirect, that causes a reasonable person fear for his/her safety or the safety of his/her immediate family.

Threat

An action (verbal, written or physical) which is intended to intimidate by expressing the intent to harass, hurt, take the life of another person, or damage or destroy property. This includes threats made in jest, but which others could perceive as serious.

Workplace

Anywhere an Authority employee is conducting Authority business; en route to and from (excluding normal commute) a location where Authority business is being or will be conducted or services performed, while on a working or in service meal break; all Authority-owned buildings or leased spaces, training, and parking facilities, including space within buildings shared with other departments or agencies; any work site or workspace occupied by Authority employees, whether the space is owned or leased by the Authority.

SECTION 4: EXAMPLES OF WORKPLACE VIOLENCE

Examples of workplace violence include but are not limited to:

- Hitting, shoving, or blocking of an individual.
- Shouting, yelling or verbal harassment, directly or indirectly.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of State property.
- Harassing surveillance or stalking.
- The suggestion or intimidation that violence is appropriate.
- Unauthorized possession or inappropriate use of firearms or weapons (see weapons prohibited below).
- Threatening or attempting self-injury or suicide.

SECTION 5: REPORTING

Violence involves the exertion of force or aggression with the intent of causing injury or abuse. The examples listed above are for purposes of illustration. An employee who believes they



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have been injured or abused by another employee or member of the public while conducting Authority business should report the act to their direct supervisor, the Division Chief – Administration, and Human Resources Manager, even if the act does not appear to fall into one of the following examples of violent acts and threats.

SECTION 6: HANDLING A WORKPLACE VIOLENCE INCIDENT

KNOW THE WARNING SIGNS

Research into incidents of workplace violence shows the presence of at least several of the following characteristics in a potentially violent individual. Clearly, not everyone who exhibits one or more of these warning signs is potentially violent. Understanding these signs, recognizing them when they occur, and acting on that knowledge and recognition are vital steps in heading off possible tragedy:

- Making direct or indirect threats.
- Intimidating, belligerent, harassing, bullying, or other inappropriate or aggressive behavior.
- Statements showing fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides.
- Statements indicating desperation (over family, financial, and other personal problems) to the point of suicide.
- Extreme changes in behavior.
- Numerous conflicts with supervisors and other employees.
- Bringing a weapon to the workplace, brandishing a weapon in the workplace, making inappropriate references to guns, or fascination with weapons.

BE PROACTIVE

Managers and supervisors are accountable for recognizing a potentially threatening situation. Before a potential or actual violent incident occurs, managers and supervisors shall:

- Foster a supportive, harmonious work environment. Mutual respect can help reduce harassment and hostility in the workplace.
- Communicate openly and give employees support and recognition.
- Train managers, supervisors, and employees on how to resolve conflicts.



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- Develop skills in effective communication, team building and resolving disputes.
- When appropriate refer employees to EAP.

Should a potential or violent incident occur,

Please do..

- Your best to stay calm.
- Speak to the other person quietly and calmly.
- Try to put some space between yourself and the other person.
- Call 9-1-1 if there is immediate danger or someone is injured; and
- Notify your manager or supervisor when it is safe to do so.

Please do not..

- Escalate the situation;
- Try to shout down the other person or make any aggressive moves toward him/her;
- Argue with the other person;
- Use defensive sprays or weapons;
- Fight with the other person;
- Chase the other person;
- Try to break up or intervene in a violent act; or
- Risk getting hurt yourself.

SECTION 6: RESPONSIBILITIES

Fire Chief

The Fire Chief, or designee is responsible for promulgating and enforcing all policies and procedures established to provide a safe working environment free of violence and threats of violence. This will be carried out by delegating responsibility and accountability for adhering to the City's policy and procedures.

Division Chiefs

Division Chiefs are responsible for implementing this policy, including communicating it to staff, ensuring that managers and supervisors receive training and investigate complaints of



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violence or threats of violence, and taking appropriate corrective action. Department heads shall also personally receive and investigate complaints from employees who have experienced or witnessed violent or threatening behavior as defined in this policy if those employees do not want to go to their supervisor or manager.

Battalion Chiefs, Captains, Mid-Managers and Supervisors

Battalion Chiefs, Captains, mid managers, and supervisors shall implement this policy as directed by their department heads and shall receive complaints from employees who have experienced or witnessed violent or threatening behavior in the workplace. Managers and supervisors shall also take proactive steps to prevent behaviors that are listed in the "Definitions" sections as "acts of violence." Such steps would include but are not limited to being alert to communication problems and taking steps to resolve them and working with employees to correct identified behavioral problems. When threats or violent acts take place, managers and supervisors shall investigate and recommend and/or take corrective actions consistent with applicable rules and regulations and authority delegated by the department head.

Each Employee

Each employee has a responsibility to treat all employees and others with whom they have employment contact respectfully and to avoid behaving in an aggressive or threatening manner. Further, employees are prohibited from threatening violence or taking violent action as outlined in the examples in the "definition" section. Each employee also has a responsibility to take steps to avoid situations that might create or increase the risk of harm to themselves or others.

Employees who have been or believe they have been the subject of violence or who witness a violent act against an employee, member of the public, volunteer, contractor, consultant, member of the reserve, intern, or trainee, are encouraged to use the complaint form attached to report the incident.



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Workplace Violence Complaint Form

This form is to be used to document any claim of violence including bullying, harassment, or retaliation, which occurs in the workplace. To ensure that all claims of violence are managed appropriately, effectively, and in accordance with the organization's policy, claims of violence, will be recorded using this form. Only those individuals authorized to receive such complaints may do so. An individual need not complete this form to report an act of violence but will be contacted by a Division Chief to complete the form as part of an initial review of the matter. If needed, guidance can be obtained from the Division Chief – Administration.

Complainant:	Dept:
Name(s) of individual engaged in the harassment:	



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Please describe the specific incident of harassment alleged. Describe each incident separately, including dates, times and locations. If you cannot remember exact dates, times or locations, please provide approximations. Use additional pages if necessary.

Are there others who may have witnessed this alleged harassment? If so, please provide their name(s).

Are there others who may have experienced similar alleged harassment by the individual named above? If so, please provide their name(s).



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Did you tell anyone about your experience after the alleged incident(s)? If yes, please provide their name(s).

Are there others who have witnessed this behavior or others who experienced similar behavior by the individual named above? If so, please provide their name(s) and state whether they are a witness to this behavior or an individual who has experienced similar behavior:

Did you speak to the individual named in this report about the alleged harassment? If yes, what was his or her response?

Complainant Signature: _____ Date: _____

Print Name: _____

Job Title: _____

*I attest that the information I have provided is a true and accurate description of my complaint and that I have not willfully or deliberately made false statements. I understand that the College of Optometry prohibits any individual from retaliating against me for filing a complaint and that I am to notify my immediate supervisor or Division Chief - Administration that I am a victim of retaliation.

OFFICIAL ONLY:

Signature of person receiving complaint: _____ Date: _____

Print Name: _____

Job Title: _____



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INJURY AND ILLNESS PREVENTION PROGRAM

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INJURY AND ILLNESS PREVENTION PROGRAM

This Illness Prevention Program (IIPP) establishes the South San Joaquin County Fire Authority's (Authority) written procedures for the implementation of the Authority Safety Program. The IIPP assigns responsibility towards preventing, controlling, and eliminating hazardous or potentially hazardous conditions in the workplace and serves as the foundation for all Authority Safety Programs.

The Cal/OSHA IIPP requirements are found in Title 8, California Code of Regulations, Section 3203, *Injury and Illness Prevention Program*. This content of this document is organized into the following responsive areas:

- Program Review and Certification
- Purpose and Policy Statement
- Responsibilities
- Compliance
- Communication
- Hazard Assessment
- Accident, Incident and Near Miss Reporting and Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

This document does not contain the Authority's Hazard Mitigation or Emergency Action Plans. Each Division Fire Chief is responsible to work with the Training Coordinator to prepare and maintain these plans. Division and Station safety plans are incorporated in this document as an addendum and can be viewed at the specific location for which they are written.

The IIPP identifies the divisional requirements for the following safety practices:

- An Authority-wide safety mindset and a commitment that together and as individuals we conduct ourselves in a safe manner and ensure that safe work practices, documentation, protocols, and reporting timely occur.
- Responsibilities for all Authority employees at each level of the organization.
- Accident investigation, documentation, reporting, and correction responsibilities



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and procedures for any incident occurring during employment or on an Authority work site.

- Standards and required documentation and reporting for training, communication, and employee access to the IIP Program documentation.
- Hazard identification, assessment, abatement or mitigation, documentation, and reporting standards.
- Standards for safety as a part of performance management and discipline.

SECTION 1: Program Review and Certification

The Authority's Injury and Illness Prevention Program will be reviewed and revised as necessary to ensure the program is current. All revisions are documented on [Attachment A](#), Program Review and Certification Log.

SECTION 2: Purpose and Policy

Purpose: To establish a Cal-OSHA mandated Employee Injury and Illness Prevention Program (IIPP), in accordance with the California Code of Regulations, Title 8, Section 3203.

Policy: The Authority holds the safety of our employees, as well as that of the public we serve, as a high priority. The consideration of worker safety, and the safety of the public, bears as high a priority as the decision to commit funds or complete a task and no function of the Authority is so critical as to require a compromise of safety.

The Authority is committed to providing a place of employment free from health and safety hazards, promoting safe working practices, and complying with all applicable federal, state, and Authority safety requirements.

SECTION 3: Responsibilities

Authority Board: The Authority Board establishes the overall safety policy for the Authority and authorizes sufficient funding to adequately provide for and perform the duties and responsibilities in this plan.

Fire Chief: The Fire Chief has the overall authority and responsibility for implementing the provisions of the IIPP for the Authority. Specific responsibilities include, but are not limited to:

- Ensuring that the program targets losses, exposures, and complies all applicable



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government standards.

- Providing active leadership & participation in the safety program.
- Holding those in management or supervisory positions accountable for safety and loss control.
- Establishing and supporting a safety committee, if established.
- Ensuring adequate funding is made available for the successful implementation of this program.
- Ensuring the safety program is fully implemented
- Ensuring policy and procedures are current.

Division Chiefs and Training Manager: The Division Chief serves as a safety liaison between the Board and Chief and mid-management and employees within the Division, and is responsible for administering, designing, and maintaining the safety program for the assigned Division. The Training Manager serves as the main recordkeeper and source of training for the Authority. Their responsibilities include the following:

- Providing support regarding all safety related issues.
- Reviewing, revising, and developing safety policies and procedures in order to keep the safety program updated and in compliance with Cal/OSHA requirements.
- Developing, implementing, and maintaining an effective safety program to prevent accidents, injuries, and illnesses.
- Coordinating with those in leadership roles and positions in the activities required to meet the provisions of the safety program.
- Implementing a training schedule to track and document that safety training and other Cal/OSHA requirements are scheduled and implemented.
- Monitoring and coordinating safety training and events for compliance with the projected training schedule.
- Managing safety record keeping requirements.
- Participating in accident/incident investigations, as necessary.
- Monitoring the effectiveness of the program and making recommendations to reduce risks and eliminate or control unsafe conditions in the workplace.
- Monitoring and tracking periodic safety inspections for compliance with safety program requirements.
- Ensuring that all new employees receive New Employee Safety Orientation.



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- Implementing systems to encourage employee participation in the safety program.

Managers, Supervisors, Battalion Chiefs, and Captains: The former positions are responsible to model good safety behavior, hold themselves and other employees responsible for their actions related to safety in the workplace, and for:

- Providing safety information and training through tailgate meetings and during staff meetings
- Evaluating safety practices and behaviors as an element of performance management.
- Helping to develop a cooperative safety attitude by being an example to employees.
- Encouraging employees to report unsafe conditions, practices, and near misses.
- Completing their part of the New Employee Safety Orientation program in a timely manner for employees under their direct supervision.
- When appropriate, discussing safety concerns and safe job procedures as part of section meetings
- Ensuring documented tailgate meetings are occurring as required.
- Coordinating with the Safety Representative (or designee) to schedule, develop, implement, and document all workgroup safety training.
- Reporting & documenting all injuries, property damages, near misses, unsafe conditions, and unsafe practices in accordance with this policy.
- Ensuring unsafe conditions or practices are evaluated and corrected in a timely manner
- Ensuring safety inspections are conducted and documented in accordance with this policy
- Conduct special safety inspections if new substances, job tasks, or equipment introduce new hazards to their employees
- Conducting accident/incident investigations when required by this policy, or as requested
- Ensuring employees receive prompt medical attention for all injuries/illnesses
- Ensuring that employees under their direct supervision know, understand, and follow established safety guidelines
- Providing the necessary personal protective equipment to employees under their direct supervision and train them on its use



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Employees: It is the responsibility of each employee to follow safe working practices and comply with safety rules and regulations.

- Specific responsibilities include, but are not limited to:
- Actively contributing to the success of the overall safety program
- Accomplishing their duties using safe work practices
- Reporting unsafe conditions and practices in accordance with Section 6.0 Hazard Assessment
- Conducting safety inspections of their respective work areas and/or equipment when requested
- Correcting any observed unsafe conditions or practices, when and where appropriate
- Immediately reporting all imminent and/or serious safety conditions/practices to their supervisor
- Maintaining good housekeeping duties pertaining to their work assignments
- Reporting all injuries to a supervisor immediately or as soon as possible
- Protecting themselves from hazardous exposures/conditions by using the proper engineering controls, administrative controls, and /or personal protective equipment when required or necessary
- Maintaining safety equipment in good condition with all safety guards in place when in operation
- Advising management when there is a need for job specific training
- Coaching fellow employees on safe work practices, whenever appropriate
- Participating on the Safety Committee when requested
- Taking the initiative to temporarily suspend any work activity or unsafe conditions that they believe is an imminent or serious hazard (I.e. is immediately dangerous to life and health)
- Employee rights include, but are not limited to:
- A safe and healthful working environment.
- Receive information and training in general safety and job specific work practices
- Refuse work that would violate a health and safety standard or order where such violation would pose a real and apparent hazard to his/her safety and health
- To not perform a job until they have received instructions and training on the proper and safe work procedures



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- Contact Cal/OSHA about unsafe or unhealthful working conditions. Such complaints are strictly confidential per Cal/OSHA policy
- Have an employee representative accompany Cal/OSHA on an inspection and to talk privately to the Cal/OSHA representative during an inspection

SECTION 4: Compliance

All employees, including managers and supervisors, are responsible for complying with safe and healthful work practices. The Authority's system of ensuring that all employees comply with these practices includes one or more of the following practices:

- Informing workers of the provisions of the IIPP.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices in accordance with the Authority's disciplinary procedures.

SECTION 5: Communication

The Authority recognizes that open, two-way communication between management and employees on health and safety issues is essential to an injury-free, productive workplace. The following systems of communication at the Authority are designed to facilitate a continuous flow of safety and health information between management and employees in a form that is readily understandable.

5.1 New Employee Orientation:

Safety Orientations will be conducted at the time of hire and include a discussion of safety and health policies relevant to their position that stresses the importance of safety in the workplace. Safety orientation is a combined effort and is documented using the New Employee Orientation Checklist.

5.2 Safety Postings:

All appropriate and required safety information will be posted on Bulletin Boards throughout Authority worksites and stations or in other locations that are highly visible and accessible to all employees.



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5.3 Reporting of Unsafe Conditions Or Practices:

[Attachment C](#), Report of Unsafe Condition or Practice is used to report any unsafe conditions, practices, or near misses they may have observed or experienced. Completed forms are given to the Division Chief. Employees may submit completed forms anonymously if they so choose. The Division Chief will review all reports of unsafe conditions and determine the necessary actions needed to correct hazardous conditions in accordance with Section 8.0 Hazard Correction.

5.4 Safety Meetings:

Safety meetings will be held periodically to review and discuss safety issues and to provide relevant safety information. Safety meetings will be documented on [Attachment B](#), Safety Meeting & Training Attendance Form, or equivalent.

5.5 Required Safety Training:

Employees will receive job specific training in accordance with the tasks they are required to perform, the hazards posed and regulatory requirements. This training will be provided either at time of hire as part of the New Employee Orientation, prior to performing the activity or being exposed to the hazard. All safety training will be documented on [Attachment B](#).

5.6 Equipment Safety Training:

Equipment safety training will be provided on all new equipment where training is necessary to prevent employee, coworker or third-party injury or property damage. This training will be documented on [Attachment B](#).

5.7 Special Safety Meetings and Tailgate, or Station Meetings:

As appropriate, supervisors or managers will hold special safety meetings, tailgate or station safety meetings to review and discuss safety issues arising out of any unusual working conditions such new job activities, work procedure, hazardous substance, new equipment, on-site contractor activities, or other non-routine working conditions. All Safety Meetings will be documented on [Attachment B](#).



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SECTION 6: Hazard Assessment

Hazard assessment and correction activities include the following programs:

6.1 Periodic Inspections:

The Authority will conduct documented safety inspections of the worksite and job activities in accordance with the following schedule in order to identify, evaluate, and correct workplace hazards and unsafe work practices.

- When the IIPP is first established
- Periodic inspection frequencies are determined by a division's work activities and associated hazards and will be performed quarterly, at a minimum
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace
- When new, previously unidentified hazards are recognized
- When occupational injuries and illnesses occur
- When employees are hired and/or reassigned to a process or work task for which a hazard evaluation has not been previously conducted
- Whenever workplace conditions warrant an inspection

6.2 Safety Inspection Documentation and Tracking:

All safety inspections and safety hazards discovered will be documented using [Attachment D](#): Safety Inspection Report. The Division Chief will review all completed inspection reports. Hazards and unsafe conditions will be prioritized for correction by the Division Chief, or designee, according to the Section 8.0: Hazard Correction. The Division Chief, or designee, will monitor the status of these hazards and unsafe conditions until they have been corrected. When hazards have been corrected, the date will be logged onto the corresponding [Attachment D](#).

6.3 Special Safety Inspections:

Special safety inspections will also be performed whenever:

- New substances, processes, or equipment are introduced to the workplace that represents a new occupational safety and health hazard
- The Authority is made aware of a new or previously unrecognized hazard



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SECTION 7: Incident and Exposure Investigation

Employees are to report all work-related injuries and illnesses to their immediate supervisor in accordance with Section 7.1. A thorough investigation will be performed depending upon the seriousness of the incident and/or injury as outlined in Section 7.2.

7.1 Occupational Injury and Illness Reporting Procedures:

First Aid Injury:

If the injury or illness is a minor first aid injury, the employee will report the injury or illness to their supervisor. The supervisor will log this information according to the Accident, Incident and Near Miss Investigation Procedures ([Attachment F](#), Accident, Incident, and Near Miss Investigation). Examples of minor first aid injuries include (but are not limited to) minor cuts, abrasions, or other injuries that only require flushing, cleansing, applying ointments, or require a covering such as a bandage, Band-Aid, or gauze pad. The purpose of recording these types of injuries is to ensure that all minor injuries & illnesses are dated in the event the injury/illness requires medical attention and/or becomes recordable (i.e. on the Cal/OSHA 300 Log) at a later date.

Recordable Injury:

If the injury is beyond first aid (e.g. requires outside medical attention) the employee and their supervisor will follow the Authority's Workers' Compensation claims procedures.

7.2 Investigation:

The Authority will perform internal investigations of accidents, incidents and near misses in accordance with [Attachment F](#). The main objective in conducting an investigation is to identify the root cause(s) of the accident or incident and make any changes necessary to prevent the accident or incident from occurring again.

Purpose of the Investigation:

The main objective in investigating is to identify the root cause and any other factors that contributed to the incident so that steps can be taken to prevent the incident from occurring again.



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Conditions to Investigate:

All occupational incidents will be evaluated and documented using the Employee Incident Report and the Supervisor's Incident Report. Additionally, the following incidents will require a full investigation:

- Fatalities
- Serious Injury (i.e. inpatient hospitalization for a period of 24 hours for other than medical observation)
- Lost Time Injury
- Vehicle or equipment incidents involving employee or third-party injuries
- Vehicle or equipment incident involving third party property damages

Procedure and Documentation:

An internal investigation of incidents will be performed using the Incident Investigation Report Form ([Attachment E](#)).

When to Investigate:

An incident evaluation and/or investigation will be performed as soon as possible after the supervisor has become aware that an incident has occurred.

7.3 Reporting to Cal/OSHA

[in accordance with [Title 8, Sections 330\(h\)](#) and [342](#)]

The Authority's IIPP Administrator, or designee, will **immediately** make a telephone report to the American Canyon District Office of the CA Division of Occupational Safety and Health at (707) 649-3700 to report any **serious occupational injury, illness, or death**.

Immediately means as soon as practically possible but not longer than 8 hours after the Authority knows or with diligent inquiry would have known of the death or serious injury or illness.

Serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement.



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The following information must be included in the report, if available:

- Time and date of accident
- Employer's name, address, and telephone number
- Name and job title, or badge number of people reporting the accident
- Address of site of accident or event
- Name of person to contact at site of accident
- Name and address of injured employee(s)
- Nature of injury
- Location to where injured employee was moved
- List and identity of other law enforcement agencies present at the site of accident
- Description of accident and whether the accident scene instrumentality has been altered

SECTION 8: Hazard Correction

Whenever possible, workplace hazards and unsafe work practices will be corrected as soon as they are identified. If not corrected the day of discovery, a target date for correction will be established based upon the following criteria:

8.1 Imminent Hazard:

Imminent hazards are those conditions or practices that pose an immediate threat to the life or health of employees, public, or others who may be exposed. If not corrected, this activity or condition will likely cause a serious injury, serious illness, or fatality. If an imminent hazard is present, employees should stop activity and take immediate corrective action. If employees are unable or unsure what action to take, they will notify their supervisor who will take immediate corrective action, if possible. In either case, the employee shall document these condition(s) using [Attachment C](#). If it is necessary for employees to enter the area to correct the hazardous condition, they will be provided with the necessary protection and will be trained to perform these duties. If the imminent hazard cannot be corrected, the hazard area shall be declared "off-limits" until the hazard is corrected.

8.2 Serious Hazard:

Serious hazards are hazards that indicate substantial probability that an employee, public,



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or others will suffer physical harm. If a serious hazard is present, employees should stop activity and notify their supervisor. Serious hazards shall be corrected as soon as possible or shall be declared off limits until the hazard is corrected. The employee shall document these condition(s) using [Attachment C](#).

8.3 General Hazard:

General hazards are those that may affect the safety and health of employees. General Hazards are brought to the attention of the supervisor using [Attachment C](#). General Hazards will be corrected as appropriate.

8.4 Regulatory Hazard:

A regulatory hazard pertains to permits, posting, record keeping, reporting requirements, or procedure deficiencies not directly affecting the safety and health of the employees. These deficiencies are noted on [Attachment C](#) for further review by the employee's supervisor and is corrected as appropriate.

SECTION 9: Training and Instruction

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows and documented using [Attachment B](#) or equivalent:

- When the IIPP is first established
- To all new employees
- To all employees given new job assignments for which training has not previously provided
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard
- Whenever the employer is made aware of a new or previously unrecognized hazard
- To supervisors to familiarize them with the safety and health hazards to which workers under immediate direction and control may be exposed
- To all employees with respect to hazards specific to each employee's job assignment



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SECTION 10: Record Keeping

The following safety records will be kept on file with the Authority for a minimum of 3 years:

- Incident investigations
- Safety Inspections
- Safety training records including the date of the training, the name of the person conducting the training, and a description of training contents
- Staff safety meetings including the names of attendees, the date and any safety items (e.g. topics, discussions, incident recaps, etc.)
- Unsafe Condition/Practice Reports and corrective action(s) taken

APPENDIX D

D2 Personnel Rules



South San Joaquin County Fire Authority

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STAFF REPORT

TO: Board of Directors MEETING DATE: Month XX, 2021

PREPARED BY: Jackie Heefner, Executive Assistant

APPROVED BY: Randall Bradley, Fire Chief

ITEM: ADOPT AND APPROVE AUTHORITY PERSONNEL RULES

RECOMMENDATION

It is recommended the Board of Directors adopt and approve the Authority Personnel Rules.

BACKGROUND

In March of 2018, (effective date July 1, 2018) a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become employees of Authority. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention, to enter in an employee pension contract with CalPERS.

DISCUSSION

As part of the Authority's Personnel Plan, staff has developed the Authority Personnel Rules that will be utilized for addressing and administering personnel matters and will be an integral part of the Authority's personnel management system. The Authority has also developed an implementation plan that includes orientation and training sessions for supervisors, managers and all employees on the interpretation and application of these rules and policies.

Authority leadership staff have communicated and disseminated these Policies and Rules throughout the organization. In the case of Rules that have a nexus with wages, hours, and conditions of employment, the Authority has consulted in good faith with recognized employee organizations regarding impacts to their members.

The Personnel Rules are materially like and based on those of the City of Tracy. Recent legislative changes related to pandemic response, family and parental rights, and prevention of harassment, discrimination, and retaliation have been incorporated into the Authority's Personnel Rules.

Staff recommends adoption and approval of the Authority Personnel Rules.

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDICES

1. Authority Personnel Rules

ATTACHMENTS

1. Resolution adopting and approving the Authority Personnel Rules

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY APPROVING AND ADOPTING THE AUTHORITY PERSONNEL RULES

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires become a standalone organization and employ personnel; and

WHEREAS, Staff of the Authority has developed a plan to transition employees from the City of Tracy to the Authority; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to establish, approve, and adopt a uniform set of policies and procedures for addressing and administering personnel matters; and

WHEREAS, The uniform policies and procedures constitute the structure by which the Authority's personnel system is administered and are set forth in the Authority Personnel Rules (Rules) attached to this Resolution; and

WHEREAS, These Rules supersede any prior rules and regulations and may be changed only upon approval of the Authority Board; and

WHEREAS, The Authority has developed an implementation plan and schedule to communicate and disseminate these Rules throughout the organization; and

WHEREAS, As part of that implementation plan, the Authority has consulted in good faith regarding the impacts of these rules with all recognized employee organizations.

WHEREAS, In accord with CCR 53292, the personnel policies are materially like those at the City of Tracy for both represented and unrepresented employees.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolutions hereby approves and adopts the attached Authority Personnel Rules, effective **Month XX, 2021.**

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the ____ day of **Month 2021**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

CLERK ATTEST: _____



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Approved as to form: _____

DRAFT

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

PERSONNEL RULES



Effective: **Month XX, 2021**

Revised: ____



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Authority Personnel Rules



SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

PERSONNEL RULES

1 PURPOSE

To establish a uniform set of policies and procedures for addressing and administering personnel matters, the personnel system set forth in these Personnel Rules (hereinafter "Rules") is hereby adopted by the South San Joaquin County Fire Authority (hereinafter "Authority") Board of Directors (hereinafter "Authority Board"). These Rules supersede any prior rules and regulations and may be changed only upon approval of the Authority Board.

Conflicts between these Rules and other governing documents are addressed in section 1.6 below.

The Authority Board authorizes the Fire Chief to implement administrative policies that shall be supplemental to these Rules.

Each employee shall be given a copy of these Rules and is responsible for reading, comprehending, and complying with these Rules. Should an employee have any question regarding any of these rules, they should discuss the matter with their supervisor.

These Rules may be amended from time to time. However, to be effective, the amendment must be in writing and approved by resolution of the Authority Board. Whenever such amendments affect the wages, hours, or other terms or conditions of employment, they shall be subject to the meet and confer process as required by law.

In the event of an emergency, any part or all these Rules may be suspended by order of the Fire Chief and such suspension shall remain in effect until the Fire Chiefs order is withdrawn.

1.1 Personnel Policy

In accepting employment with the Authority each employee agrees to be governed by and to comply with the Authority's ordinances, protocols, these Rules, the Administrative Policy and Procedures Manual, all rules, regulations, and directives of the Authority, and the memorandum of understanding in effect between the Authority and the appropriate employee organization.

1.2 Equal Employment Opportunity

It is the policy of the Authority to provide equal opportunity in employment for all persons to strictly prohibit unlawful discrimination in employment. This policy of equal employment opportunity applies to and must be an integral part of every aspect of personnel policy and practice related to any employee or applicant for employment on any basis protected by law.

- a. This Equal Employment Opportunity policy applies to all applicants, officers, volunteers, and employees without exception,
- b. The Authority's employment practices must always be administered without regard to



actual or perceived race (including hair textures and protective hairstyles), color, religious creed (including religious dress and grooming practices), sex (including gender, gender identity, gender expression, pregnancy, and breastfeeding, and medical conditions relating to breastfeeding) national origin, ancestry, age (over 40), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran's status, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

- c. The Authority will make reasonable accommodation for known physical or mental disabilities of any applicant or employee to the extent required by applicable law to ensure equal employment opportunity and non-discrimination for all qualified persons with disabilities in all terms, conditions, and privileges of employment. Any employee or applicant who requires an accommodation to perform the essential functions of his or her job should contact the Human Resources manager to request an accommodation. The Authority will conduct an interactive process with the employee or applicant to determine whether the requested accommodation or an alternative accommodation is reasonable and can be implemented without imposing an undue hardship on the Authority.
- d. Employees who believe they have experienced denial of equal employment opportunity or discrimination are encouraged to report this experience immediately to their supervisor or to Human Resources. The Authority shall promptly investigate the report under the Discrimination Complaints Procedure hereof.

1.3 Application of Personnel Rules

The provisions of these Rules shall apply to all offices, positions, and employees of the Authority, except the following positions and except as otherwise indicated within a specific provision of these Rules or as required by state or federal law (as in the case of the prevention of harassment, discrimination, and retaliation):

- a. Elected officials;
- b. Members of appointed boards, commissions, and committees;
- c. Persons engaged under contract to render professional, scientific, technical or expert services for a definite period of time;
- d. Volunteer personnel who receive no regular compensation from the Authority;
- e. Where a rule or article expressly states it does not apply to certain employees or positions or applies only to certain employees or positions.



1.4 Adoption of Personnel Rules

The Personnel Rules shall be established by resolution adopted by the Authority Board.

1.5 Amendment and Revision of Personnel Rules

Proposed amendments to/or revisions of the Personnel Rules shall be submitted to the Authority Board in writing by the Human Resources manager after approval of the Fire Chief.

1.6 Conflict of Personnel Rules

In the event that one or more provisions of these Rules contradict provisions included in a memorandum of understanding currently in effect between the Authority and a formally recognized employee organization, the terms of the memorandum of understanding shall prevail. If there is a conflict between these Rules and a federal or state law, that law prevails. If there is a conflict between these Rules and an administrative regulation, these Rules prevail.

1.7 Rights of Management

The adoption of these Rules must not be deemed a waiver or surrender of any management prerogative in relation to the organization or the necessity of any department or position.

1.8 Violation of Personnel Rules

Each employee is responsible to comply with these Rules and any amendments hereto. Violation of the provisions of these Rules shall be grounds for disciplinary action, up to and including dismissal.

2 DEFINITION OF TERMS

All words and terms used in these Rules and in any other resolution, ordinance, or administrative procedures dealing with personnel policies or procedures shall be defined as they are normally and generally defined in the field of personnel administration. For convenience, the words and terms most used in this document are defined as follows:

2.1 General Definitions

2.1.1 Acting Appointment

An assignment to perform the full range of duties and responsibilities of a higher job classification during the temporary or permanent absence of an employee. If the assignment is as a result of a vacancy in the higher-class position, and the Authority is actively recruiting to fill that vacancy, sometimes called an "interim assignment", such acting assignment will be limited to 960 hours per fiscal year, consistent with CalPERS regulations (Govt Code §20480) and the assigned employee will be relieved of all duties of his/her former position during the term of the acting assignment.

2.1.2 Advancement

A salary increase of one or more steps within the limits of an established pay range.



2.1.3 Allocation

The official assignment of an individual position to its appropriate class in accordance with the duties performed and the authority and responsibilities exercised.

2.1.4 Applicant

Any person who has made an application for a position.

2.1.5 Appointment

Employment of a person in a position

2.1.6 At will

The employee serves at the pleasure of the Fire Chief, who retains the authority to terminate any such employee at any time with or without cause. An "at-will" employee has no right of appeal of discipline or termination.

2.1.7 Base Salary

The salary range and step established in the Compensation Plan, exclusive of any overtime, shift-differential, incentive, or other excludable pay an employee may receive.

2.1.8 Candidate

Any person who has been accepted for participation in a recruitment or promotional examination.

2.1.9 Certification

The formal establishment of a listing of eligible candidates from an appropriate employment list, or names of those on a reinstatement or re-employment list.

2.1.10 Class or Classification

A group of positions sufficiently and substantially similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and allowing the application of common standards of selection and compensation.

2.1.11 Class Series

Two or more classification levels which have similar duties and responsibilities but are distinguished from each other by degree of difficulty or level of responsibility.

2.1.12 Classification Plan

The designation by resolution of the Authority Board of a title for each classification together with the specifications for each classification as prepared and maintained by the Human Resources manager.

2.1.13 Compensation

The salary, wage, allowances, and all other forms of valuable consideration earned by or paid to any employee for work performed and services rendered by any position but does not include any allowances authorized and incurred as incidents to employment.



2.1.14 Compensatory Time Off

Paid time off from work in lieu of overtime pay. For use and accrual information, see the applicable employee agreement or wages and benefits resolution.

2.1.15 Competitive Service

All positions in the Authority, except for the following positions, which are at-will Elective Offices, the Fire Chief, Division Chiefs, Fire Marshal, and Authority Attorney.

2.1.16 Competitive Examination

One or more selection procedures used to assess the relative qualifications of a group of applicants or candidates.

2.1.17 Continuous Examination

A competitive examination or a particular class which is designed to be either open or promotional, or both, and the examination consists of the same or comparable tests of fitness which may be administered periodically; and as a result of which names of eligible candidates may be added to an existing employment list for the duration of such list.

2.1.18 Continuous Service

Employment without interruption, and includes paid leaves of absence, FMLA/CFRA approved leaves and approved leaves of absence to serve in the armed forces of the United States, as provided by Section 395 of the Military and Veterans Code, as amended.

2.1.19 Days

Calendar days unless otherwise noted.

2.1.20 Demotion

The voluntary or involuntary movement of an employee from one class to another class having a lower maximum rate of pay.

2.1.21 Division

An organizational unit with responsibility for carrying out a function under the supervision of a Division Chief or Fire Marshal.

2.1.22 Division Chief

The head of an established office or division having supervision of such division and office.

2.1.23 Dismissal

The involuntary separation of an employee from the Authority service.

2.1.24 Domestic Partner

"Domestic partner" as defined in California Family Code Section 297.

2.1.25 Elective Office

All positions in the Exempt Service held by elected officials.

2.1.26 Eligible Candidate

A person who has earned a place on an employment list established by competitive examination.



2.1.27 Employment Date

For retirement, sick leave, and other benefit purposes, the effective date of an employee's initial appointment to a full-time or permanent part-time position within the Authority.

2.1.28 Employment List

A list of names of persons who may be considered for employment with the Authority under specific conditions. Such lists may be designated as either a re-employment, reinstatement, promotion, or open employment list.

2.1.29 Employment Status

The type of an employee's appointment such as regular, probationary, or limited service.

The Authority has the following employment types:

2.1.30 Examination

All selection procedures related to recruitment, promotion, or transfer from application to post offer activities used to measure the knowledge, skills, and abilities of the persons applying for positions within the Authority.

2.1.31 Executive Management

The group of employees comprised of the Fire Chief, Authority Attorney, Division Chiefs, and Fire Marshal.

2.1.32 FLSA

The Fair Labor Standards Act.

2.1.33 FLSA Exempt

All employees who meet one or more of the duties test exemptions from overtime under the FLSA (e.g. executive, administrative, professional) and who are paid on a salary basis. FLSA exempt employees are not eligible for overtime compensation.

2.1.34 FLSA Non-Exempt

Employees who are eligible for FLSA overtime compensation.

2.1.35 Grievance

Defined in Section 13 of these Rules.

2.1.36 Hours Worked

All hours in which the employee physically or mentally performed work on behalf of the Authority and does not include any paid or unpaid leave time, including but not limited to vacation, and sick leave.

2.1.37 Incumbent

A person legally occupying a position in the Authority Service.

2.1.38 Layoff

The termination of an employee from Authority service for reasons of economy, efficiency, reorganization, or other non-disciplinary reason.



2.1.39 Limited Service

Those types of positions which do not provide full-time employment throughout a fiscal year. The kinds of positions assigned to the Limited Service include temporary, part-time, student, intern, and seasonal positions. Appointment to such positions are non-competitive and incumbents do not acquire status in the class to which assigned by virtue of such employment. Limited service positions are "at will" and may be terminated with or without cause and without right of appeal.

2.1.40 Limited Term Position

A position in the competitive or competitive (limited) service which is created for a limited term based on funding, seasonal need, or a specific grant or body of work, or for projects funded in one or more contiguous fiscal years.

2.1.41 Open Examination

A competitive examination for a classification in which applications are invited from all qualified persons, regardless of whether they are employed by the Authority.

2.1.42 Overtime Work

All actual hours worked by a non-exempt employee in excess forty (40) hours in an employee's designated seven (7) day work week, except as otherwise designated by an applicable MOU, or allowed under an FLSA public safety exemption.

2.1.43 Part-Time Position

A type of limited service position to which a person is employed in a regularly budgeted position who works less than full-time.

2.1.44 Pay Range

A series of base salary steps to which a class may be assigned.

2.1.45 Permanent Appointment or Permanent Status

The type of status granted an employee who has successfully completed an official probationary period for a specific classification which is in a regular allocated and budgeted position in the Authority.

2.1.46 Position

A combination of duties and responsibilities assigned to a single employee and performed on either a full-time or part-time basis. A position may be occupied or vacant.

2.1.47 Probationary Appointment

The initial appointment of an employee into a position in the Authority that begins a probationary period.

2.1.48 Probationary Period

The final stage of the recruitment, examination, and selection process where a new or promoted employee is required to demonstrate acceptable standards of conduct and satisfactory or better performance of the position's duties. During this period, the employee may be dismissed at any time with or without cause and without right of appeal or hearing.



2.1.49 Promotional Appointment

The advancement of an employee from a position in one classification to a position in another classification having a higher maximum salary range.

2.1.50 Promotional Examination

A competitive examination for the purpose of recruiting for a specific classification which is only available to current employees who meet the qualifications for the class or are otherwise permitted to take such an examination.

2.1.51 Provisional Appointment

Appointment of a person possessing the minimum qualifications last established for a classification other than eligibility by examination and who has been appointed to a position in that class in the absence of available eligible candidates.

2.1.52 Provisional Employee

An employee appointed to fill a vacancy for a limited time when no valid eligibility list exists for that position. Provisional employees are "at will," and their appointment may be terminated at any time with or without cause and without right of appeal.

2.1.53 Reclassification

The permanent reassignment of a position to another classification due to the material change of the job duties or responsibilities of a position.

2.1.54 Recognized Employee Organization

An employee organization that has been formally acknowledged by the Authority as the employee organization that represents the employees in an appropriate representation unit.

2.1.55 Re-employment

The reappointment of a former employee (from a layoff re-employment list) who had a permanent appointment with the Authority at the time of layoff.

2.1.56 Regular Employee

The employment of a person in an authorized full-time position following successful completion of a probationary period in an authorized full-time position in the Authority.

2.1.57 Regular Position

A full-time position in the Authority which is established without any limitation as to time.

2.1.58 Rehire

The reappointment of a former employee who does not have re-employment or reinstatement rights at the time of returning to the payroll.

2.1.59 Reinstatement

The probationary appointment of an employee after the employee resigned in good standing from a permanent regular position or the return of an employee from a non-disciplinary demotion to a position which the employee held not more than one year previously. In either case, reinstatement must occur not more than one (1) year from the date of separation. Such reinstatement may be done so without further competitive examination.



2.1.60 Resignation

The voluntary separation of an employee from Authority employment.

2.1.61 Safety Sensitive

A position or duty of a position that the Authority has designated as "safety sensitive" for purposes of implementing its Drug and Alcohol policy.

2.1.62 Salary Basis

Compensation in a predetermined amount that is not reduced, regardless of the quality or quantity of work performed, except as required by the Authority's principles of public accountability, for partial-day absences or as otherwise set forth in the FLSA. Exempt employees are expected to use available and applicable leave balances when absent for partial or full days.

2.1.63 Salary Evaluation Date

The date on which a probationary or regular employee's performance is evaluated and the date upon which the employee is eligible, based on job performance for a prescribed period, for a merit salary increase within the established salary range.

2.1.64 Seniority in Authority Service

Seniority in Authority service is based on the employee's number of continuous years in the Authority measured from the employee's original hire date. Seniority in classification is based on the number of continuous years of service in the present or higher classification.

2.1.65 Seasonal Position

A position of limited service status which is recurrent and does not provide full-time employment. Seasonal employees are "at will" and may be terminated at any time with or without cause and without right of appeal.

2.1.66 Selection Procedure

The process by which employment decisions are made, including but not limited to application screening, written tests, oral interviews, performance tests, background investigations, assessments of physical or mental condition, and probation periods.

2.1.67 Separation

The voluntary or involuntary termination of employment from Authority service. Separation may include death, dismissal, layoff, resignation, retirement, or work completion.

2.1.68 Service Anniversary Date

The original date of hire as a full-time employee for purposes of accruing benefits and determining years of service with the Authority.

2.1.69 Step Advancement

The merit-based increase of an employee's salary to a higher salary level within the established salary range for the employee's classification.



2.1.70 Step Advancement Date

The date on which an employee may begin to receive a merit increase awarded based on successful overall performance.

2.1.71 Student Position

A type of limited service position to which an employee who is also a student pursuing a course of study may be employed part-time during an academic school year and full-time during school vacations and holidays. Employees holding such positions are "at will" and may be terminated at any time with or without cause and without right of appeal.

2.1.72 Suspension

The temporary separation without pay of an employee from the Authority for disciplinary purposes.

2.1.73 Temporary Position

A type of limited service position to which a person is appointed on a temporary basis and which is not an authorized regular position or a regular position for a limited period of time, either full-time or part-time. Temporary employment that is limited to not more than 999 hours in any fiscal year. This time period includes all time spent in one or more positions.

2.1.74 Temporary Promotion or Upgrade

A temporary upgrade assignment of limited duration (CCR §571.3) appointed by the Fire Chief or a Battalion Chief to work on a duty, program, or process or in a position that is out of an employee's classification. Such assignment must be of limited duration, typically for short periods of time, never to exceed one (1) year in duration. Includes assignments made intermittently such as an emergency field promotion to cover for an injured or resting position or during normal operations to cover for a lead or supervisor during short periods of leave.

2.1.75 Termination

Involuntary separation of an employee from Authority service.

2.1.76 Transfer

The reassignment of an employee from one position to another in the same classification or another classification having the same maximum salary range, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

2.1.77 Vacancy

A duly created position which is not occupied and for which monies have been appropriated.

2.1.78 Y-Rated

Employee's existing salary is frozen until adjustments to the employee's salary cause it to fall within a new salary range.



3 POSITION CLASSIFICATION

3.1 Classification Plan

The Authority Board, upon recommendation of the Human Resources manager in consultation with the Fire Chief, shall create and adjust classes of positions in the Authority service. These classes shall be known as the "Classification Plan."

3.1.1 Implementation of the Classification Plan

The Human Resources manager, in consultation with the Fire Chief and Division Chiefs, shall recommend a Classification Plan for all classifications in the Authority that includes but is not limited to the following for each classification:

- a. The classification title;
- b. A description of typical duties and responsibilities;
- c. A statement of the minimum requirements for training, experience and other qualifications of applicants for the classification;
- d. Characteristics that distinguish the class from other classifications within in the Classification Plan
- e. Federal Labor Standards Act exempt/non-exempt status
- f. Whether the classification is Safety or non-Safety

The Human Resources manager shall ensure that all positions within the same classification are substantially similar with respect to duties, authority, decision-making, character of work, and schedules of compensation.

3.1.2 Interpretation of Class Specifications

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions allocated to the various classes and should not be construed as limiting the assignment of duties and responsibilities to any position. The use of a particular expression or an illustration as to duties should not be interpreted to exclude others not mentioned that are of similar kind and level of responsibility. The specification for each class should be considered in its entirety and in relation to other classes in the Classification Plan. Consideration should be given to the general duties, specific tasks, responsibilities, qualifications desired, and relation to other positions, as affording together a picture of the kind of employment the class is designed to embrace.

3.1.3 Periodic Updates

From time to time the Human Resources manager shall review the Classification Plan to ensure that it is accurate and make amendments to reclassify, add positions or classifications, or make other changes as necessary or appropriate.

3.1.4 Adoption by Authority Board

The Classification Plan shall become effective only upon adoption by resolution of the Authority Board. Upon adoption, the Classification Plan shall take immediate effect unless



otherwise specified.

3.1.5 Amendments

The classification or position descriptions may be abolished or amended from time to time by Authority Board action when deemed in the best interest of the Authority service. In addition, new classification or position descriptions may be added to the Authority's Classification Plan. If new positions are added to the Authority services, such positions shall be allocated to an appropriate class by the Human Resources manager.

3.1.6 Assignment of Classifications to Bargaining Units

Assignment or reassignment of classifications to employee units of representation shall be at the sole discretion of the Fire Chief and in accordance with the Employer-Employee Relations Rule.

3.2 Positions

In accordance with these Rules, any position may be assigned, reallocated or transferred to a different class by the Human Resources manager, in consultation with the Fire Chief and affected Division Chief or Fire Marshal, whenever there is a need of such action because of change in duties or responsibilities of the position. All positions shall be included in the same class if:

- a. They are sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used; and
- b. Substantially the same requirements as to education, experience, knowledge, and ability are required of incumbents; and
- c. Substantially the same tests of capacities and fitness may be used in choosing qualified appointees; and
- d. The same pay range or salary rate applies.

3.3 Emergency or Temporary Positions

Whenever, in the judgment of the Human Resources manager in consultation with the Fire Chief, it is necessary for the Authority to employ a person or persons on an emergency or temporary basis in a type of position for which there is no classification provided in the Classification Plan, then the Human Resources manager, in consultation with the Fire Chief, may authorize such positions and shall fix the amount of compensation, and may determine the minimum qualifications for such additional employees, and shall limit in advance the period of time the position may be allowed up to a maximum of 999 hours in a fiscal year.

3.4 Classification Review

Review of the classification of a position may occur in the following circumstances:

- a. One or more new positions are under consideration for possible establishment;
- b. Due to a change in organization or methods, a major change of the duties or responsibilities of an existing position is made which may require reclassification;



- c. A new class is created to which a position may more appropriately be allocated;
- d. Due to the abolishment or combination of an existing position or class, an amendment to the Classification Plan is required.

The procedure for classification review is as follows:

- a. The Division Chief or Fire Marshal shall report the significant facts relating to such possible changes in writing to the Human Resources manager.
 - b. The Human Resources manager, upon written request of an employee and his/her Division Chief or Fire Marshal, may undertake an inquiry of the classification of any position.
 - c. Upon either of the above initiations, the Human Resources manager shall make a study of the assigned duties and responsibilities of any such position and the qualifications required, and of the relationships of such positions to other classes of positions in the Classification Plan.
 - d. Based on such investigation, the Human Resources manager shall then make a change in the allocation of the position; or reallocate the position to a more appropriate class in the existing Classification Plan; or determine a new class to which the position would be allocated, whichever the Human Resources manager deems is the appropriate action. Whenever a position is reclassified or reallocated, the existing position is to be deleted and a new position created in the class to which the position is to be assigned.
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5 COMPENSATION PLAN

5.1 Compensation Plan Establishment

The Authority is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The Authority establishes its compensation system in accordance with the principles of public accountability. The Human Resources manager shall prepare a Compensation Plan that includes the following:

- a. A publicly available pay table with salary ranges for all classifications in the Authority, showing the minimum and maximum rates of pay;
- b. A designation of employment type, if applicable, for each range (full-time, part-time, temporary, or other employment type);
- c. A designation of the position as paid on an hourly or salary basis.
- d. A benefits package that is provided to employees by position

These rules do not preclude the creation of separate management pay plans that, if adopted by the Authority Board, must be administered in accordance with the procedures adopted for such plan(s) by the Authority Board.

The purpose of this policy is to establish objective guidelines to be used in establishing compensation for Authority positions and in maintaining the Authority's Compensation Plan. These policy guidelines are intended to ensure that the Authority's compensation practices are fair and equitable, consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction,

Periodically, the Human Resources manager will assess the parity and competitiveness of Authority compensation by classification. Assessments will be conducted using industry best practices and guidelines in the Authority's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments and other related practices. The results of each assessment performed will be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation which includes the value of the benefit package provided to employees.

The Human Resources manager must also determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, including changes to exempt or non-exempt status, resulting from a periodic review of the Classification Plan.

Modifications to the Compensation Plan Policy or Pay Schedules must be submitted to the Fire Chief for recommendation to Authority Board for adoption.



5.2 **Compensation Plan Administration – Wages and Salaries**

The authorized pay ranges for the respective classes of positions with such amendments as may be adopted by the Authority Board from time to time by resolution shall be applied as follows:

5.2.1 **Advancement Within a Pay Range**

Generally, upon progress and productivity, employees in the Authority or those occupying an appointed position shall be considered for a step advancement according to the following general plan:

- 5.2.1.1 *Steps:* There are five steps within each pay range Represented by the letters A-E, respectively.
- 5.2.1.2 *Step A.* Step "A" shall typically be paid upon initial employment into a five (5) step pay range. If the employee possesses exceptional training or experience, the Fire Chief may approve an initial appointment for step B or higher.
- 5.2.1.3 *Step Advances.* At the completion of the applicable probationary period of employment (Step Advancement Date), employees appointed at Step A are eligible for a step increase. If employed at other than Step "A" in a five (5) step pay range for the class, then consideration for advancement to the next salary step will take place after twelve months of service (approximately one year) following the date of hire. All step advances will be effective to the beginning of the closest pay period at that time. Additional step advances will be on an annual basis thereafter until the attainment of Step E.

All step advances shall be based on satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Division Chiefs or Fire Marshal and with approval of the Fire Chief.
- 5.2.1.4 *Step at Promotion.* When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step results in a salary increase of less than five (5%) percent, they shall receive a minimum five (5%) percent increase, provided that in no event shall the new salary be above Step E of the promoted class. The Fire Chief may authorize an appointment to a position at any higher salary step in the pay range upon the recommendation by the Human Resources manager in consultation with the Division Chiefs or Fire Marshal.
- 5.2.1.5 *Special Salary Adjustments.* Except as otherwise stated in these Rules, in order to correct gross inequities or to reward outstanding achievement and performance, the Fire Chief may, upon recommendation of the Division Chief or Fire Marshal and the Human Resources manager, adjust the salary step of an incumbent of a particular position to any step within the pay range for the class to which the position is allocated. If a



special salary step adjustment is authorized, it shall coincide with the beginning date of a pay period.

5.2.2 Calculation of Service Anniversary Dates and/or Step Advancement

5.2.2.1 *Dates.* Service Anniversary dates shall be established as of the effective date of employment into a regular full-time position. Step Advancement Dates shall be established as of the effective date of the most recent step advancement, promotion, or reinstatement in the Authority service, or the effective date of a special salary adjustment as provided in Section 4.2.1.5 of these Rules. Service anniversary dates of those reemployed shall be established as provided by Section 8.2.2 of these Rules. All step advancements shall be effective the first day of the pay period following the step advance date unless that date falls on the first day of a pay period.

5.2.3 Applicable Salary Rates Following Pay Range Increases and Decreases.

5.2.3.1 *Same Relative Step.* Where a pay range for a given class is revised upward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step C to Step D, etc.) and their next step advancement date shall not be changed.

5.2.3.2 *Retention of Salary and "Y" Rates.* When a pay range is adjusted downward, incumbents may, on approval of the Fire Chief, be assigned a "Y"-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the "Y"-rating. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said "Y" rate shall be canceled on vacancy of the position.

5.2.3.3 *Pay Range Change on Step Advancement Date.* In the event that a pay range change becomes effective on an employee's step advancement date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

5.2.3.4 *Pay Range Change on Date of Promotion.* In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional adjustment as provided in Section 8.5.1 of these Rules.

5.2.4 Trainee Salary Range.

At the recommendation of a Division Chief or Fire Marshal, with concurrence by the Human Resources manager, and approval by the Fire Chief, Authority non-safety classifications within the Authority may be under filled by a special class of Trainee under a training program or on-the-job training assignment. Such training program or on-the-job training assignment will provide expectations and milestones for an employee to reach during the training period for said employee to acquire the full range of required skills and abilities within a reasonable and specified period of time. The salary paid such employees shall be ten percent (10%) below the salary range provided herein for employees in the classification



for which training is being given. The title of such employees shall be the job title provided herein dash (-) Trainee.

If an employee transfers into a Trainee class, and the employee's former salary range falls between the new class' actual and Trainee (-10%) salary ranges, the Division Chief or Fire Marshal may recommend and seek approval to set the transferred employee's Trainee salary according to the following criteria:

- a. The employee's salary placement must be an amount between the new class' actual and "Trainee" (-10%) salary ranges; and
- b. The employee's salary placement cannot exceed the employee's former salary.

5.2.5 Retirement/Resignation Notification Incentive.

The Authority may offer a Retirement/Resignation Notification Incentive in any fiscal year in which the Fire Chief deems such an incentive is necessary to assist with workforce planning or potential workforce reduction efforts. The incentive will be provided to those employees who notify the Authority during a designated incentive offer period of their retirement/resignation effective no later than the end of that fiscal year or earlier date as determined by the Fire Chief.

Each employee shall receive the same incentive amount during the incentive offer period as designated by the Fire Chief. The amount of the Retirement/Resignation Notification Incentive shall not exceed \$1,000 per employee. It will be available only to CalPERS member employees who notify the Authority of their intent to retire or resign and completely separate their employment with the Authority by the end of the specified fiscal year or earlier date as determined by the Fire Chief.

Employees must fill out a Retirement/Resignation Notification Incentive Application and submit it to the Human Resources manager by the deadline specified. The Authority will deem all signed and submitted applications to be an irrevocable letter of intent to retire or resign and payment shall be made to the individual employee.

5.3 Errors in Compensation

Each employee shall review each of his/her paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately call it to the attention of his/her supervisor who shall, in turn, notify the Administrative Division Chief. The Authority shall document all errors in compensation and the affected employees shall sign an acknowledgment for any corrections made.

In the event of any underpayment of which the Authority becomes aware, the employee shall receive any amount due him/her on the next regular paycheck.

In the event an employee receives an overpayment by the Authority, the employee shall reimburse the Authority for the total overpayment and the Authority may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred.



5.4 Compensation Plan Administration – Benefit Package

The Human Resources Manager must provide for a benefit plan for each paid Authority position. Benefits for part-time and temporary positions may be limited solely to those benefits provided by state, federal, or local law. The value and cost of benefit plans must be reviewed periodically, and benefits enrollments reconciled with premiums collected annually.

6 RECRUITMENT, APPLICATIONS, AND APPLICANTS

It is the policy of the Authority to recruit and select the most qualified individuals for positions in the Authority's service. Recruitment and selection shall be conducted in a manner that will ensure open competition, provide equal employment opportunity, and prohibit discrimination or favoritism because of race (including hair textures and protective hairstyles), color, religious creed (including religious dress and grooming practices), sex (including gender, gender identity, gender expression, pregnancy and breastfeeding, and medical conditions relating to breastfeeding) national origin or ancestry, age (over 40), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran's status, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

6.1 Recruitment

Positions to be filled in the Authority shall be publicized by distributing announcements to those Authority divisions, surrounding government entities, or other publication/advertising sources as deemed advisable and appropriate within the discretion of the Human Resources manager and in consultation with the affected Division Chief or Fire Marshal. Human Resources shall prepare an official bulletin announcing any proposed examination. The notice shall be posted in public view at all Headquarters and all Fire Stations. The notice shall be posted for a reasonable time based on the type of recruitment and anticipated pool of applicants which is typically in the range of 7-14 calendar days. The Human Resources manager and Division Chief or Fire Marshal may elect to open a position for a longer or shorter number of days as appropriate. The examination announcement shall contain all information of importance for consideration by potential applicants, including whether the examination is to be promotional only, open, both promotional and open, or continuously open.

When the Authority seeks only promotional candidates, distributions will be limited to internal sources. Additionally, when distribution of a job announcement would detrimentally delay the filling of a position, the Authority, at its sole discretion, may opt to fill the position temporarily from immediately available sources.

6.2 Applications

Official application forms shall be available electronically or by paper in the Authority's Headquarters. Applications shall be made as described in the Authorities job announcement. All applications must be submitted, in full, on or before the filing deadline stated in the job announcement. In the best interest of the Authority, the Human Resources manager may permit a letter, resume or other indication of interest to be accepted pending receipt of a properly



completed application.

When necessary to meet continued requirements for filling positions due to a limited pool of applicants for a classification or position or due to an increased vacancy rate or due to increased Authority needs, the closing date for any selection process may be indefinite and applicants may be tested continuously in such manner and at such times and places as may be provided by the Authority. Applicants who fail to achieve a passing score in such an open continuous examination may not compete again until the lapse of ninety (90) days between the first and second testing and one hundred and twenty (120) days between the second and third such testing unless stipulated to the contrary on the job announcement. The Authority may exclude such applicants from further testing at its discretion.

6.2.1 Disqualification of Applicants

The Human Resources manager may disqualify any applicant either before or after examination for any of the following causes:

- a) The applicant did not properly complete the application;
- b) The application indicates on its face that the applicant does not possess the minimum qualifications for the position;
- c) The applicant with or without accommodation, is unable to perform the essential functions of the position sought;
- d) The applicant is currently using illegal drugs or prescription drugs that are known to cause such an alteration on cognitive or functional capabilities as to reasonable render the candidate unable to successfully perform the position with or without accommodation or cause an unsafe situation;
- e) The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying;
- f) The applicant is not legally permitted to work within the United States;
- g) The applicant has been rude, disruptive, insolent, uncooperative, or has presented other conduct unbecoming of an Authority employee during a recruitment;
- h) The applicant has made false statement of any material fact or practiced or attempted to practice deception or fraud in making application for employment; or
- i) For any material cause which in the judgment of the Human Resources manager would render the applicant unsuitable for the position, including a prior resignation from Authority service, termination from Authority service, or significant disciplinary action.

6.2.2 Notice of Rejection

The Human Resources manager shall mail a notice of any rejection to the mailing address provided by the applicant on the application. Any disqualified applicant may protest his or her rejection as provided by Section 6.7 of these Rules.



6.2.3 Incomplete or Late Applications

Incomplete or improperly completed applications may be returned to the applicant for additional information and/or completion provided the time limit for receiving applications has not expired. Such applications may be resubmitted and accepted by the Human Resources manager. Acceptance, in this case, will be based on such applications being initially received on or before the previously announced final date for filing. Applications received after the announced final date for filing may be accepted by the Human Resources manager. Acceptance, in this case, will be based on a reasonable explanation being given by the applicant which is satisfactory to the Human Resources manager. Such acceptance must take place prior to any scheduled examination for the class in question.

7 EXAMINATIONS RESPONSIBILITY

The Human Resources manager, in consultation with the Division Chief or Fire Marshal, will determine the manner and methods, and by whom examinations shall be given. All examinations and background checks will be job-related and consistent with a business necessity.

All selection procedures are designed to assess the job-related qualifications of each applicant and consistent with merit system principles. The Authority may utilize any legitimate job related objective method to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, training and experience review, panel interviews, assessment centers, and oral interviews. The methods used shall be impartial, inclusive, without disparate treatment, and fairly measure the relative capacities of the candidates to execute the duties and responsibilities of the job. As required by law, reasonable accommodation will be made for applicants with disabilities. The Authority may hold the selection processes itself or contract with any competent organization or individual to prepare and/or administer selections procedures.

7.2 Need for Examinations

The Human Resources manager shall schedule examinations, as necessary. If there is a vacancy or one is anticipated, or if a provisional appointment is made, an examination will be conducted as soon as practicable to establish or supplement an employment list.

7.3 Appraisal Boards

In examinations where appropriate, the education, experience, skills, personal qualifications, and other pertinent information about the candidate may be evaluated by a Qualifications Appraisal Board. The weight to be given the evaluation of the above shall be determined by the Human Resources manager. The Qualifications Appraisal Board will include a subject matter expert and may be composed of external and internal raters, provided that such persons are neither the manager/supervisor for the positions being examined nor are currently the immediate supervisor or close family member of a candidate. If possible, at least one of the members of the Appraisal Board shall be technically familiar with the character of the work of the class for which the candidates are being examined.



7.4 Rating

In all examinations, the minimum grade or standing for which eligibility may be earned shall be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. At the discretion of the Human Resources Manager, failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination. The Human Resources Manager may also designate any part of an examination as qualifying only, and no numerical weight need be assigned to passing scores in said part.

7.5 Preparation of Employment Lists

Eligibility lists shall be established and certified by the Human Resources manager or his/her designee following all applicable examinations. If the examination was given on both a promotional and open basis, the names of candidates will be distinguished as promotional or open on the list. Candidates will be placed on eligibility lists in ranked order by final rating score with the most qualified at the top of each list.

7.6 Notification of Examination Results

Every applicant taking part in the examination process shall be given written notice of the results. Any claim of error in rating or grading, must be submitted to the Human Resources manager no later than ten (10) days after the effective date of the eligibility list, to be considered for correction. Applicants shall be provided timely access to all information reasonably necessary to determine if an error in rating or grading has occurred. However, applicants cannot have access to a composite description of the rating sheets. Corrections of errors in grading shall be made within the discretion of the human Resources manager. Applicants have no further right of appeal of examination results.

7.7 Protests/Appeals to Human Resources manager

Within five (5) working days of the date of the notice of disqualification or of final ratings in an examination, an applicant may file an appeal in writing with the Human Resources manager. Such an appeal shall contain information in sufficient detail to enable the Human Resources manager to reevaluate the applicant. Within ten (10) working days of receipt of the appeal, the Human Resources manager shall commence to review the issues involved. and render a decision in writing to the appellant. When the Human Resources Manager has reached a decision, the appellant shall be notified by mail to the last known address of the Human Resources Manager's decision

7.8 Status of Examinations Being Appealed

Normally, scoring of written tests will not be completed pending disposition of an appeal. As the needs of the service may require the Authority to fill vacancies from employment lists, tests may be scored and other parts of the examination, certification, and appointment process completed prior to receipt of or answer to protests. Appointments so made are not subject to change even if subsequent test rescoring should alter the established order of the employment lists.



8 ESTABLISHMENT AND THE USE OF EMPLOYMENT LISTS

8.1 Types of Lists

The following types of employment lists shall be established by examinations with the type of employment list to be established determined by the Human Resources manager.

8.1.1 Promotional Employment List

If there are less than three (3) applicants on a promotional eligibility list, the Human Resources manager, in consultation with the Fire Chief, may declare the list invalid and announce a new recruitment and examination period. In the alternative, the Human

Resources manager may make a temporary appointment until eligible candidates can be certified after appropriate examination.

8.1.2 Open Employment List

If less than five (5) names of qualified applicants are available for a new appointment, the Human Resources manager may declare the list invalid and announce a new recruitment and examination period.

8.2 Use of Employment Lists

At the discretion of the Human Resources manager in consultation with the Fire Chief, employment lists shall be valid and in effect for a period of one (1) year or until superseded by the completion of a new recruitment process and a more current list. An eligibility list may be extended by action of the Human Resources manager for additional six-month periods, but in no event shall a list remain in effect for more than two (2) years.

8.3 Eligibility for Promotional Examinations

All candidates for promotion must currently work in Authority services, have worked the equivalent of one-half year (1040 hours), and must possess the minimum qualifications as set forth in the specifications of the class to which the promotion is sought.

8.4 Employment Lists Resulting from Continuous Examinations

The Human Resources manager may initiate a continuous examination for a class or add to an existing open or promotional employment list by re-announcing and conducting a continuous examination. Candidates on such an employment list may be referred to hiring managers for selection to fill a current vacancy for a period of one (1) year.

8.5 Restoration of Names of Laid-off Employees to Employment Lists

The names of employees who are laid-off or demoted for lack of work, or lack of funds, shall be restored to the same employment list from which the original appointment was made, provided the original list is still valid. Otherwise, these names will be held on a restoration list.



8.6 Availability of Candidates

It shall be the responsibility of candidates or those on re-employment or reinstatement lists to notify the Human Resources manager of any change of address or other change affecting availability for appointment. The Human Resources manager may circulate employment, reinstatement, or re-employment lists or use other methods to determine the availability of candidates and may indicate the conditions under which appointment may be offered. Candidates or those on reinstatement lists who decline to be considered or indicate unwillingness to accept employment under the offered conditions will be deemed to be not further considered for that position.

8.7 Removal of Names from Employment, Reinstatement, and Re-employment Lists

The Human Resources manager may remove the name of any eligible candidate from an employment, reinstatement, or re-employment list for any of the following reasons:

8.7.1 Disqualification.

As stipulated in Section 5.2 of these Rules.

8.7.2 No Response.

On evidence that the eligible candidate cannot be located by postal authorities at the last known address, failure to reply within five (5) working days from the date the letter was mailed requesting information as to availability for appointment, or failure to notify the Human Resources manager of any change of address resulting in the return of letters without forwarding by the United States Post Office, will be considered sufficient evidence. On submission of a request, therefore giving acceptable reasons as to why the notice was not returned or change of address not filed, the Human Resources manager may restore the name of an eligible to the appropriate list.

8.7.3 Request of Eligible Candidate.

Upon receipt of a written statement from the eligible candidate requesting his/her name be removed from the employment, reinstatement, or reemployment list.

8.7.4 Third-Waiver.

If three offers of regular full-time employment in the class for which the employment, reinstatement, or re-employment list was established have been declined by the eligible candidate.

8.7.5 Failure to Accept.

Appointment Offer. If the person selected has been granted at least two (2) weeks to assume the position, and fails to do so, this failure to appear may because to remove that person from the employment, reinstatement, or re-employment list.

8.7.6 Removal from Promotional Employment List Automatic Upon Termination.

If an eligible candidate on a promotional employment list resigns from the Authority service or is dismissed for cause, the candidate's name shall automatically be dropped from such list. If an open list from which the candidate was originally hired exists and is still valid, the person who resigns from Authority service may request that his/her name be placed on the open list.



8.7.7 Unfit for Duty.

If an eligible candidate is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation.

8.7.8 Other

Any other lawful reasons.

8.8 Request to Fill Vacancies

Whenever a position in the Authority is to be filled, the Division Chief or Fire Marshal must approve the request to hire and notify the Human Resources manager by approving a submitted Request to hire form. The Human Resources manager shall advise the Division Chief or Fire Marshal as to the availability of persons for employment in the position.

8.9 Employment List Priority

Subject to the provisions of Section 14.6 of these Rules, priority for consideration for appointment to a regular position shall be given to the various employment lists in the following order: re-employment lists, reinstatement lists, promotional lists, and open lists; however, reinstatement lists may be used instead of any employment list except a re-employment list.

8.9.1 Re-employment Lists.

A re-employment list for any class shall consist of the names of employees who have permanent status in that class and who have been issued an Official Notice of Layoff and have been laid-off, or in lieu of layoff, have been demoted, transferred, or resigned from a position in the same class prior to the effective date of their layoff. All names shall be placed on the re-employment list in reverse order of the designated date of layoff. That is, the person who was laid-off, or who demoted, transferred, or resigned in lieu of layoff most recently shall be placed highest on the list. Employees whose positions have been reclassified to a class having a lower maximum salary, but who have not been demoted for cause, shall have their names placed on the re-employment list in order of their service in the class from which their position was reclassified. Names placed on a re-employment list shall remain on such a list for no more than two (2) years from the date of layoff; demotion, transfer, or resignation in lieu of layoff; or the reclassification of the position to a class having a lower maximum salary.

8.9.2 Reinstatement Lists.

The Fire Chief may reinstate any person who has either resigned in good standing from a position in which the former employee had permanent status to a position in the same class, or return an employee to a class in which status was held prior to the employee's acceptance of a non-disciplinary demotion, provided that such reinstatement is accomplished within six (6) months of the date of resignation or non-disciplinary demotion. Such reinstatement action may, at the discretion of the Human Resources manager, take precedence over any employment lists, except a re-employment list. Any person so reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class. The order of names on a reinstatement list for a class shall be in order of their resignation or non-disciplinary demotion, with the most recent being last.



8.9.3 Promotional Lists. Promotional

Lists shall consist of the names of employees who have been successful in an examination designated as a promotional examination. Names of employees requesting an approved lateral transfer may also be placed on the promotional list.

8.9.4 Open Lists.

Open lists shall consist of the names of persons who have been successful in an examination designated as an open examination. The names of all eligible candidates shall be placed on the open list according to their scores.

8.10 Certification of Employment Lists

When requests for certification of employment list(s) are received, certification shall be made to the Fire Chief by the Human Resources manager in conformance with the following provisions:

8.10.1 Re-employment List Certification.

If a re-employment list exists for the class, the highest name on such a list shall be certified for a vacancy to be filled. If more than one vacancy is to be filled, then one more of the highest names shall be certified for each vacancy. If employees on the re-employment list have the same designated date of layoff, ties shall be broken using the criteria specified in Section 14.2 of the Personnel Rules. The principals governing availability of candidates and removal of names from re-employment lists shall be as provided in Section 7.7 of the Personnel Rules.

8.10.2 Reinstatement List Certification.

If a reinstatement list exists for the class, all names on such a list shall be certified in addition to an appropriate certification from promotional or open employment lists.

8.10.3 Promotional List Certification.

Subject to the provisions of Section 14.6, if no re-employment list for a class exists, then the names from the promotional list(s) for the class shall be certified.

8.10.4 Open List Certification.

If no re-employment or promotional list exists for a class, then names from the open list(s) for the class shall be certified. Lists shall be provided to departments according to natural breaks in final ranking. Priority consideration shall be provided to candidates with the highest scores from the selection examinations.

8.10.5 Vacancy – No Eligible List.

If a vacancy exists in a classification for which there is no existing eligibility list, an appropriate eligibility list may be prepared for the classification from one or more existing related eligibility lists. For this purpose, the eligibility list may be selected from the classes for which the selection process and qualifications are comparable to or higher than those required for the class for which the vacancy exists.



9 APPOINTMENTS

The Fire Chief or his/her designee shall make an appointment by extending a conditional offer of employment to an applicant. If the applicant accepts the offer of employment, the appointment shall be deemed completed, subject to successful completion of any required pre-employment examination(s) or assessments. If the applicant does not accept the offer of appointment within the time designated by the Fire Chief or his/her designee, the offer shall expire, and the offer of appointment shall be deemed declined by the applicant. However, an offer of an appointment to an Authority position and acceptance of that appointment does not create a contract of employment between the Authority and appointee. Authority employment is not held by contract but rather is governed by these Rules and Authority Board resolutions.

9.1 Pre-Employment, Post-Offer Screenings

All offers for appointment to a position in the Authority shall be contingent upon the appointee passing all post offer exams. As part of the pre-employment post-offer procedure, applicants may be required to supply references and submit to a background check, including Live Scan fingerprinting. Safety employees shall be subject to a thorough background investigation. Authority hiring managers must check with the Human Resources Manager prior to initiating a reference check. In the case of employees handling money or other valuables in the course of their duties, a credit check may be done in accordance with applicable law.

Offers of employment will also be contingent on job related medical and/or psychological examinations and testing to determine whether the candidate can perform the essential functions of the job, with or without reasonable accommodation. Such pre-employment screenings may also include screening for mind or faculty altering legal or illegal drug use. If the examination reveals that the appointee cannot perform the essential functions of the job, with or without reasonable accommodation, or that the person uses drugs that either cause a danger to himself or other employees or are illegal, the person may be disqualified from consideration for employment.

If a candidate is disqualified from appointment to a position for failing to meet the medical and psychological standards for the job class, the candidate may file a written request to for reasonable accommodation or for a review of the disqualification. Such request must be submitted to the Human Resources manager no later than five (5) working days after the postmarked date of the notification or disqualification. The candidate may submit medical evidence supporting his/her claim that he/she should not have been disqualified. Submittals shall be accepted for a period of fifteen days, commencing with the date of notification of disqualification. The Authority may require the candidate to be examined by a physician or medical evaluator of the Authority's choice. Any such examination shall be paid for by the Authority. The Authority shall make the final determination as whether the candidate can perform the essential functions of the job with or without accommodation based on the totality of information received from the applicant and this examination. If the disqualification is upheld, the candidate has no further right of appeal of the Authority's determination.



9.2 Applicable Pay Upon Employment

Those appointed to a position in the Authority service shall be paid the designated rate of pay or salary for the class.

9.2.1 Pay for New Employees.

Step "A" shall typically be paid upon initial employment into a five (5) step pay range. If the employee possesses exceptional training or experience or if significant impediments to hiring exist in the current labor market for the position under examination, that employee may start at a step B or higher with the approval of the Fire Chief.

9.2.2 Pay on Re-employment.

Upon the appointment of an employee from a re-employment list as provided by Section 7.9.1 of these Rules, the employee shall receive not more than the salary step in the pay range the person received prior to layoff and the person's step advance date shall be adjusted to credit Authority service since the most recent salary step advancement, but the employee shall not be credited for the period of separation from Authority employment. If the re-employment results from a reallocation of a position to a class having a lower maximum salary, the salary upon re-employment into the higher class shall be the employee's present salary or the step in the pay range the employee received prior to the reallocation, whichever is higher, and there shall be no change in the employee's step advancement date.

9.2.3 Pay upon Rehire.

Upon the rehire of a former employee into the same class as the employee occupied prior to separation, such a person shall receive the same salary step in the pay range for the class as was received prior to separation. If rehired into a related lower class, credit shall be given for prior service in determining the salary step for employment in the lower class. If rehired into a higher class than previously occupied, the rules regarding pay upon promotion shall apply. The employment date for a person rehired into a position shall be established based upon the date of such rehire.

9.2.4 Pay upon Reinstatement.

Upon the reinstatement of an employee as provided by Section 7.9.2 herein, the employee shall receive not more than the same salary step in the pay range the employee previously received prior to termination or non-disciplinary demotion and new employment and step advance dates for the employee shall be established based upon the date of such reinstatement.

9.3 Types of Appointments

9.3.1 Limited Service Appointments.

Such appointments may, but need not be, made from employment lists. Any person on an employment list who accepts a Limited Service appointment shall nevertheless retain his/her place on such employment list. Employees holding limited service appointments shall be compensated on a straight hourly basis for the actual number of



hours worked, unless otherwise provided by the Authority through the Human Resources manager. The rate of pay shall be determined by the Authority's compensation plan and shall be within the salary range for the specified position.

Employees in limited service appointments shall work on a schedule determined by the Authority. These positions may be eliminated and/or replaced with full-time positions as determined by the Authority. Employees holding limited service appointments are "at will" and may be terminated at any time with or without cause and without right of appeal.

No limited service employee shall be eligible for a salary adjustment except as provided in an Authority Board approved compensation plan and will receive only those benefits provided for by law. Division Chiefs may make recommendation to the Fire Chief salary adjustments at an earlier date if circumstances warrant such adjustment. Part-time hours worked may be converted to equivalent full-time hours for Authority service credit. Benefits required by law will be provided.

9.3.2 Provisional Appointments.

The Division Chiefs and Fire Marshal shall, whenever possible, notify the Human Resources manager of impending or anticipated vacancies sufficiently in advance to allow for the establishment of an appropriate employment list. However, when the demands of the service are such that it is not practicable to give such notification and when no employment list exists or existing lists are insufficient and, if it is not practicable to delay appointment until a new employment list can be prepared and certified, the Division Chief or Fire Marshal may, with the approval of the Fire Chief, make a provisional appointment to a regular position. As soon as practicable after a provisional appointment has been made, the Human Resources manager shall cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an employment list as soon as feasible.

Persons holding provisional appointments are "at will" and may be terminated from those provisional appointments at any time with or without cause and without right of appeal. However, if such employee has attained permanent status in a different position within Authority service, the employee's provisional appointment has been terminated, the employee may revert to the previously held position.

9.3.3 Emergency Appointments.

To meet the immediate requirements of an emergency condition, such as major fire, flood, earthquake, or other public calamity that threatens public life or property, the Fire Chief may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance, these Rules, or other rules and regulations affecting appointments. Such employees serve at the will of the Fire Chief and may be dismissed with or without cause and without any right of appeal.



9.4 Probationary Period.

Any person appointed to a position in the Authority shall be placed on probation for a period of one (1) year unless otherwise specified in a Memoranda of Understanding or other Authority Board approved resolution. The probationary period for all promoted employees shall be six (6) months. With the approval of the Human Resources manager and upon written notice to the probationer, the probationary period may be extended up to six (6) months for those on a six-month probation period and up to one (1) year for those who are on a one (1) year probationary period. The probationary period shall be considered a part of the recruitment, examination and selection process and shall not include the time served under any limited service or provisional appointment but shall date from the time of appointment to a regular position after certification. Leaves of absence or assignment out of the class totaling more than thirty (30) calendar days, for any reason, shall not be counted toward completion of the probationary period.

During the probation period, the employee will be evaluated by the supervisor and may be rejected by the Fire Chief as recommended by a Division Chief or Fire Marshal in consultation with the Human Resources manager at any time without cause and without right of appeal or hearing.

9.5 Promotion of an Employee.

The appointment of any employee to a position in a class which has a higher maximum salary than the employee's present position constitutes a promotion. Such an appointment to a position in the Authority shall be made from an employment list established for the class with the higher maximum salary. If no appropriate employment list exists, then a provisional appointment may be made as provided by Section 8.3.2 of these Rules.

9.5.1 Applicable Pay Following Promotion.

In the case of the promotion of any employee in the Authority service, such employee shall be entitled to receive the rate of compensation in the entrance step of the pay range for the class to which the employee has been promoted. In cases of promotion where the pay range overlaps, the employee shall be placed at such step in the pay range of the higher class as to provide at least five percent (5%) more basic salary than the employee receives in the lower class. Provided, however, that the application of this provision does not exceed the highest salary step in the authorized pay range for the higher class. The Fire Chief may authorize an appointment to a position at any higher salary step in the pay range upon the recommendation by the Division Chief or Fire Marshal, as outlined in 8.2.1 (Pay for New Employees). Effective on the date of the promotion, a new salary evaluation date shall be established for purposes of eligibility for consideration for future salary step advances within the pay range of the higher class. In the event the promotion occurs within the same month as the employee's salary evaluation date, such employee shall first receive any within-range increase to which the employee is otherwise entitled in the lower class, and then the promotional salary adjustment as provided above.



9.5.2 Status of Employee Following Promotion.

When a promoted employee (excluding at will employees) successfully completes the probationary period for a class he/she then gains permanent status in the new class and gives up permanent status in the former class. Any employee who does not successfully complete the probationary period in the promoted class, may return to the position and status held prior to promotion providing they held permanent status in that position and there is a vacancy, unless the reason for rejecting the promoted employee during the probationary period would have been sufficient to cause dismissal from the former position as well. If no vacancy exists, the employee will be placed number one (1) on the re-employment list.

9.6 Transfer of an Employee.

The Fire Chief, in consultation with the Human Resource Director, at any time and for any reason, may transfer an employee from one position to another position in the same or comparable classification with the same or comparable qualifications and without loss of compensation. An appropriate personnel action form shall be completed and shall include the effective date of the transfer. Whenever possible, an employee being considered for transfer shall be notified within a reasonable period in advance of the effective date of such contemplated transfer and the employee's wishes with respect to this action shall be taken into consideration to whatever extent practicable, consistent with the interest of efficient operations of the Authority.

9.6.1 Applicable Pay Rates Following Transfer.

In the case of the transfer of any employee from one position to another in the same class or to another class to which the same pay range is applicable, the employee shall remain at the same salary step and shall retain the salary same evaluation date.

9.6.2 Status of Employee Following Transfer.

A transfer of a permanent employee from a position in one class in the Authority to a position in another Authority class having related duties and responsibilities and the same maximum salary shall be made only upon written approval of the Human Resources manager that the employee possesses the qualifications for employment in the new class. In such case, no further competitive examination is required, and the employee shall assume permanent status in the class to which assigned. However, an employee currently serving a probationary period shall not be transferred to a position in another class for which an employment list exists, unless directed by the Human Resources manager. In such case, the employee shall start a new probationary period effective on the date of the transfer.

9.7 Voluntary Transfers

Employees who desire a transfer may submit a request for voluntary transfer to their Fire Chief for consideration. The Fire Chief may deny the transfer request in his/her sole discretion. If an employee voluntarily transfers to another position in the same or comparable classification and is not successful, the employee may, at the discretion of the Fire Chief return to his/her former position if that position has not been filled. The employee's salary evaluation date shall remain the same as it was before the transfer.



9.8 Qualified Disabled Employees

The Authority may initiate a transfer of a qualified disabled employee to another position as a reasonable accommodation for the employee's disability. Such transfers may have priority over any candidates on an existing eligibility list.

9.9 Demotion of an Employee

An employee may be demoted at his/her request, because of reduction in force, for disciplinary reasons, or for other cause. In all cases, the Fire Chief, in consultation with the Human Resources manager, shall approve the demotion and notify the employee in writing.

A demoted employee shall be required to serve a probationary period in the lower classification unless the lower classification is in the same class series or the employee completed probation in the lower classification. In the event the demoted employee does not pass probation, the employee shall be terminated from employment without right of appeal. The effective date of a demotion shall establish a new salary evaluation date.

An employee may request a voluntary demotion to a lower classification in which the employee meets the minimum qualifications. The request shall be in writing and submitted to the Fire Chief for consideration. The Fire Chief may approve or deny the demotion request in his/her sole discretion. If approved, the employee shall sign an acknowledgement of voluntary demotion and reduction of salary and benefits.

If an employee voluntarily demotes to another position in the same or comparable classification, the employee's salary evaluation date shall remain the same as it was prior to the demotion.

9.9.1 Applicable Pay Following Demotion.

An employee who is demoted to a class in the Authority service with a lower maximum salary shall be assigned to a salary step in the lower pay range according to the following rules:

9.9.1.1 Disciplinary Demotion.

If a disciplinary demotion, any designated step in the lower pay range which is at least one (1) step less than the dollar amount received in the pay range for the class from which demoted. A new salary evaluation date shall be established as of the effective date of demotion.

9.9.1.2 Non-Disciplinary Demotion.

If a non-disciplinary demotion, that salary step in the pay range for the lower class which the employee would have received had the employee's service in the class from which demoted been continuous in said lower class. The employee's previous salary evaluation date shall be retained.

9.9.2 Status of Employee Following Demotion.

If the demotion involves an employee with permanent status in the Authority, then the demoted employee shall assume permanent status in the class to which demoted and give up permanent status in the class from which demoted only if the findings of



the Human Resources manager are that the employee meets the qualifications of the class to which demoted.

If the employee does not have permanent status in the higher class or in a class comparable to the class to which the employee is demoted, the employee shall serve a new probationary period in the demoted position.

9.10 Reclassification of an Employee's Position

An employee may be reclassified without competitive exam if the Human Resources manager determines the employee has met the minimum qualifications of the new classification and has performed the duties of the reclassified position for a considerable length of time. Reclassification shall not be used for the purpose of avoiding competitive selection processes.

The employee's salary evaluation date shall not change because of the reclassification. When a position is reclassified from one existing class to another existing or new class under Section 3.4. of these Rules, the following shall apply to the incumbent:

9.10.1 Applicable Pay Following Reclassification.

If a position is reclassified to a class having the same maximum salary, the salary and the salary evaluation date of the incumbent shall not change. If a position is reclassified to a class which has a higher maximum salary, the salary shall be adjusted in accordance with Sections 4.2.1. 4 and 8.5.1 of these Rules. If a position is reclassified to a class with a lower pay range, the salary of the incumbent shall not change. If such salary is greater than the maximum salary of the lower class, the incumbent be assigned a "Y" rate designation as provided in Section 4.2.3.2 of these Rules.

9.10.2 Status of Incumbents in Reclassified Positions.

Whenever reclassification occurs, an employee occupying the position may be retained in the position after it has been reclassified without further competitive examination, provided that the Human Resources manager in consultation with the Fire Chief, finds that:

The reclassification results from an official recognition of a change in duties and responsibilities which has already occurred.

- a) The addition of duties and responsibilities (justifying allocation to a different classification) was not the result of planned management action.
- b) The performance of the duties and responsibilities of the incumbent has been satisfactory.
- c) The incumbent possesses the knowledge, skills, and abilities of the qualifications of the different class.
- d) The incumbent has permanent status in the class to which the position was formerly allocated.



9.10.3 Retention of Status.

No person having permanent status, who, in addition to regular duties, is given additional or new duties by the Fire Chief shall lose permanent status in the class to which the employee held prior to the assignment of such additional or new duties.

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11 OUTSIDE EMPLOYMENT AND USE OF AUTHORITY PROPERTY

11.1 Prohibited Activity

Full-time employees are expected to devote full time to assigned duties as an Authority employee. An employee shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with Authority job duties, functions, or responsibilities, nor shall an employee engage in any outside activity which will directly or indirectly contribute to the lessening of effectiveness as an Authority employee. No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in these Employer-Employee Relations Rules, Memorandum of Understanding, or by law.

11.2 Outside Employment

Employees may not engage in any employment or activities that create a conflict of interest, is unethical, or otherwise interferes with their Authority employment.

An Authority employee shall not perform any work, service, or consultation for compensation outside of Authority employment where any part of his/her efforts will be subject to approval by any officer, employee, board, or commission of the Authority unless approved in the manner prescribed by these Rules.

Employees occupying Authority's positions, who hold or wish to hold jobs outside their normal Authority employment must make a request to engage in outside employment and submit the request to the Human Resources manager or his/her designee. Division Chiefs or Fire Marshal who wish to engage in outside employment shall submit such requests to the Fire Chief. Outside employment shall not be permitted if it conflicts in any manner with the employee's duties and responsibilities with the Authority or is prohibited by law.

In deciding as to whether an activity creates a conflict or ethical question, the Fire Chief and Human Resources manager shall consider, among other pertinent factors, whether the activity involves:

- a) Receipt or acceptance by the employee of any money or other consideration from anyone other than the Authority for the performance of an act that the employee would be required or expected to render in the regular course of Authority employment;
- b) The performance of an act or work which may later be directly or indirectly subject to the control, inspection, review, audit or enforcement by such employee or other Authority employees;
- c) Conditions or factors which might, directly or indirectly, lessen the efficiency of the employee in regular Authority employment or conditions in which there is a substantial danger of injury or illness to the employee;
- d) The use for private gain or advantage of Authority time, facilities, equipment and supplies, prestige, influence, or information obtained through one's Authority office or employment. No Authority-owned facilities, equipment or supplies, including autos,



trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the Authority shall be used by an employee for personal or non-Authority business reasons except upon prior written approval of the Fire Chief;

- e) The solicitation of future employment with a business or individual doing business with the Authority over which the employee has some control or influence while performing official duties.

11.3 Authorization of Outside Employment

Notice of authorization of outside employment shall be in writing to the employee involved, with a copy placed in the employee's personnel file. Denial of authorization of outside employment determination may be subject to the Grievance Procedure as set forth in Section 13 of these Rules.

11.4 Violations and Penalties

Any violation of these provisions regarding outside employment shall constitute grounds for disciplinary action up to and including termination.



13 PERFORMANCE EVALUATIONS

13.1 Frequency

Division Chiefs or their designees shall make a report of performance of each employee after completion of a probationary period and annually thereafter. Unless changed in accordance with these Rules, these evaluation dates shall constitute the employee's salary evaluation date for purposes of eligibility for a merit salary increase. The employee shall continue to receive performance evaluations on said date even after the employee has reached the top of the applicable salary range. In addition, a supplemental performance evaluation may be prepared at any other time at the discretion of the employee's supervisor. Supplemental performance evaluations do not affect salary evaluation dates for purposes of eligibility for a merit salary increase.

The employee shall receive a copy of the performance evaluation and shall have an opportunity to discuss said evaluation with his/her supervisor. The employee may also submit written comments or rebuttal to the evaluation which shall be part of the complete document to be placed in the employee's personnel file.

13.2 PERSONNEL FILES

The Authority shall maintain an official personnel file for each of its employees. Personnel files contain such personnel records as may be deemed necessary for the administration of labor and employment relations in the Authority. Personnel files shall be made available to employees, former employees, (or a representative) for inspection within a reasonable time after an employee's request and without loss of pay, provided that employees shall make arrangements with their supervisor if the inspection occurs while on duty.

The Authority may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information and materials relating to confidential investigations.

The Authority shall maintain separate files for injury reports, confidential medical records, grievances, discrimination complaints, and other matters in accordance with applicable laws.



15 DISCIPLINARY ACTION

15.1 Authority to Discipline

Employees who hold non-probationary appointments, and are not at will, shall not be disciplined without good cause. At will and probationary employees are subject to dismissal without cause. For purposes of this section, disciplinary action shall be defined to include one or more of the following: oral warnings, written reprimands, suspensions, demotions, reductions in pay, and dismissal. Oral and written reprimands may be initiated at the supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Division Chief or Fire Marshal level in consultation with the Human Resources Director. The Human Resources Director shall be notified of any contemplated disciplinary action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, the Human Resources Director may be notified as soon as possible subsequent to the time the action is taken.

15.2 Firefighter Procedural Bill of Rights Act

The Firefighter Procedural Bill of Rights (Government Code 3520) shall be followed for any punitive action(s) that may lead to dismissal, demotion, and suspension, reduction in salary, written reprimand, or transfer for purpose of punishment of personnel covered under the Act.

15.3 Grounds for Disciplinary Action

Good cause for disciplinary action exists not only when there has been an improper or illegal act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the Authority, affects the employee's ability to perform his or her duties, causes other employees not to be able to perform their duties, or involves any improper use of the employee's position for personal advantage or the advantage of others. Good cause may include non-disciplinary reasons such as, the employee's unwillingness or inability, due to mental or physical disability, and with or without accommodation, to perform the duties of the position for an indefinite period. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

- a) Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the Authority;
- b) Furnishing knowingly false information in the course of the employee's duties and responsibilities;
- c) Inefficiency, incompetence, carelessness or negligence in the performance of duties;
- d) Violation of safety rules;
- e) Violation of any of the provisions of these personnel rules, department rules and regulations, Authority policies, Protocols, ordinances, or resolutions;
- f) Inattention to duty;
- g) Tardiness, time or attendance fraud, or overstaying lunch periods;



- h) Being under the influence of an intoxicating beverage or non-prescription drug or prescription drugs not authorized by the employee's physician, while on duty or on Authority property;
- i) Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor;
- j) Any violation of the Authority's Discrimination or Harassment Policies;
- k) Unauthorized soliciting on Authority property;
- l) Unauthorized absence without leave, excessive use of unprotected leave, failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked, or canceled, or any other unauthorized absence from work;
- m) Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state, or local law which negatively impacts the employee's ability to perform his/her job or brings discredit to the Authority. (For purposes of this section, a misdemeanor conviction does not include a conviction based on a plea of nolo contendere;)
- n) Discourteous or offensive treatment of the public or other employees;
- o) Falsifying any Authority document or record;
- p) Misuse of Authority property; improper or unauthorized use of Authority equipment or supplies; damage to or negligence in the care and handling of Authority property;
- q) Fighting, assault and/or battery;
- r) Working overtime without authorization;
- s) Theft or sabotage of Authority property;
- t) Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
- u) Accepting bribes or kickbacks;
- v) Gambling on the job;
- w) Engaging in outside employment which conflicts with an employee's responsibilities;
- x) Intimidation or interference with the rights of any employee;
- y) Outside work or any other activity or conduct which creates a conflict of interest with Authority work, which causes discredit to the Authority, negatively impacts the effective performance of Authority functions or is not compatible with good public service or interests of the Authority service;
- z) Abusive or intemperate language toward or in the presence of others in the workplace;



- aa) Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates;
- bb) Any other conduct of equal gravity to the reasons enumerated above as determined by the Authority.

15.4 Types of Discipline

Any authorized supervisory employee may propose disciplinary action for cause against an employee under his/supervision in accordance with the procedures outlined in these Rules. In general, the Authority shall adhere to the principles of progressive discipline.

15.4.1 Oral Reprimand

Verbally notifies the employee that his/her performance or behavior must be improved. Oral warnings are generally given by supervisors when counseling has failed to produce the desired changes. The warning defines the areas in which improvement is required, sets up goals leading to this improvement, and informs the employee that failure to improve will result in more serious action. Although the supervisor makes a note of the content of the warning or sends a confirming memo to the employee, no record is placed in the employee's permanent personnel file unless subsequent action is necessary. Oral reprimands are not subject to the disciplinary appeal procedure set forth in these Rules (except as provided under the Procedural Firefighter Bill of Rights Act).

15.4.2 Written Reprimand

Official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands should be given in consultation with the Human Resources Director. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing. Written reprimands are not subject to the disciplinary appeal procedure set forth in these Rules (except as provided under the Procedural Firefighter Bill of Rights Act).

15.4.3 Suspension without pay

Shall be a temporary separation from Authority service. Certain suspensions are subject to the disciplinary appeal procedure set forth in these Rules.

15.4.4 Reduction in Step within range as a disciplinary measure

If the withdrawal of step advancements granted for merit, efficiency, and length of service, reduction in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on permanent or temporary basis. Certain reductions of pay are subject to the disciplinary appeal procedure set forth in these Rules.

15.4.5 Demotion without consent

Shall be a reduction in classification to a classification having a lower maximum salary with reduction in salary as provided in Section 8.9.2 of these Rules. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is



located. Demotion may be made on a permanent or temporary basis. Demotions are subject to the disciplinary appeal procedure set forth in these Rules.

15.4.6 Dismissal

The termination of an employee from the Authority service. Dismissals are subject to the disciplinary appeal procedure set forth in these Rules.

15.5 Procedures for Disciplinary Action

In the absence of a process in a Memoranda of Understanding, employees shall be governed by the following provisions:

15.5.1 Written Notice/Pre-Discipline Meeting/Final Action

The Authority shall issue a written notice of discipline, describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based. The Authority shall provide the employee an opportunity to respond to the disciplinary action, either orally or in writing, within ten (10) calendar days of such written notice of discipline. If the employee chooses to respond orally, the Human Resources manager shall designate an Authority official who shall convene a meeting to hear the employee's response. If the employee chooses to respond in writing, the written response shall be logged in the employee's personnel file. No further appeal shall be permitted. In the case of a written reprimand, the employee may respond by submitting a written rebuttal to be logged in the employee's personnel file, but no oral response or appeal is permitted.

For discipline that is greater in severity than a suspension of five (5) working days, (or the equivalent reduction in pay) the Authority shall issue a notice of intent to impose discipline, describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The notice shall state that the employee has a right to respond, either orally or in writing before discipline is imposed. The Authority shall set the pre-discipline meeting approximately one (1) week from the date of the notice unless a different time and date is set by mutual agreement.

For discipline that is greater in severity than a suspension of five (5) working days, (or the equivalent reduction in pay) the Human Resources manager shall designate an Authority official who is disinterested in the matter who shall convene a meeting to review the employee's response before imposing discipline. The employee shall be entitled to a representative of his/her choice; provided, however, that the inability of a specified representative to attend the meeting shall not be cause for requiring a continuance of the meeting. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the Authority.

At some reasonable time, but no longer than thirty (30) calendar days, after the employee has been provided an opportunity to respond to the charges, the Authority shall issue a final notice of discipline. The notice shall notify the employee of his/her right of appeal.



16 DISCIPLINARY APPEAL PROCESS

16.1 Employee's Right to Representation During Appeal Process

At any step in the disciplinary appeal procedure, the employee concerned may choose to represent himself/herself or may be represented by that certified employee organization which has been recognized by the Authority for that representation unit to which the employee's classification is assigned, or by legal counsel. The employee concerned shall be personally present at all stages of the disciplinary appeal process unless that employee specifically waives the right in writing.

16.2 Appeal Process (for discipline greater than 5-day suspension or reduction in pay)

For discipline that is greater in severity than a suspension of five (5) working days (or equivalent reduction in pay), employees shall have the right to appeal from the final notice of discipline. The notice of appeal must be received within seven (7) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final.

16.2.1 Hearing Officer Selection

The appeal shall be heard by an independent hearing officer. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service, or from a similar body mutually agreed to - between the parties. After a toss of a coin to decide which party shall strike first, the representative of the Authority and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the hearing officer. This procedure shall be followed until there is an available arbitrator.

16.2.2 Costs

The costs of the hearing officer shall be borne by the Authority unless the employee's union has brought the appeal on the employee's behalf, in which case the costs of the hearing officer will be shared equally by the Authority and the union. Both parties may request that the hearing be transcribed, and the requesting party shall bear the expense of the transcript and court reporter's fees. If the transcript is jointly requested by both parties, both parties will share equally in the expense of the transcript and court reporter's fees.

16.2.3 Hearing Officer Authority

The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents, and make findings of fact and conclusions about the discipline. Within sixty days (60) of the close of the hearing, the hearing officer shall serve a recommended decision on the Fire Chief and the employee. The hearing officer's decision must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the Fire Chief. After consideration of the hearing officer's recommended decision, the Fire Chief shall issue a final decision in writing. The Fire Chief's decision may be reviewed by administrative writ of mandamus within the time frames established by California law.



16.2.4 Waiver of Steps or Time Limits.

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

17 GRIEVANCE PROCEDURE FOR NON-DISCIPLINARY MATTERS

In the absence of an applicable Memorandum of Understanding, this grievance procedure shall apply. This procedure is intended to ensure that every reasonable effort will be made to resolve problems as near as possible to the point of origin.

17.1 Definition of "Grievance"

Subject to the exclusions listed in this Rule, a grievance is defined as any dispute involving the interpretation, application, or alleged violation of 1) the specific express terms of a current Memorandum of Understanding (MOU), between the Authority and a recognized employee organization, or 2) a specific express term of these Rules.

17.2 Eligibility to File a Grievance

Only full-time employees in regular non-probationary appointments who are adversely affected by an act or omission of the Authority are eligible to file a grievance.

17.3 Exclusion from the Grievance Procedure

The following matters are excluded from the definition of a "grievance":

- a) Requests for changes in wages, hours, or working conditions;
- b) The content of employee evaluations or performance reviews, except those that result in a loss of benefits to the employee;
- c) Challenges to reclassification, layoff, transfer, denial of reinstatement;
- d) Challenges to examinations or appointment to positions;
- e) Challenges to this grievance procedure.
- f) Disciplinary Actions

17.4 Group Grievances

In the event more than one employee is directly involved with an issue, they may, at any step in the grievance procedure, name one of the employees to carry the grievance through the procedure as a group grievance and be represented by that employee organization which has been recognized by the Authority for that representation unit to which their classification(s) is/are assigned. In a group grievance, that named employee directly concerned shall be personally present at all stages.



17.5 Procedure

It is the Authority's intent to deal with and settle complaints and grievances informally and at the nearest practical organizational level and as promptly and fairly as possible. Whenever feasible, complaints and grievances will be handled during the regularly scheduled working hours of the parties involved.

The grievance procedure shall consist of the following steps:

17.5.1 Informal Grievance Procedure

A grievance must be filed within thirty (30) calendar days of the act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period shall result in denial of the grievance as null and void. Within thirty (30) working days of the act(s) or omission(s) giving rise to the grievance, the grievant must discuss the grievance with his/her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the grievant an oral or written reply within ten (10) working days after the discussion. If the grievant is not satisfied with the reply, he/she may proceed to the Formal Grievance Procedure.

17.5.2 Formal Grievance Procedure

17.5.2.1 Level 1 Review

Any grievance not resolved by the Informal Grievance Procedure may be submitted in writing by the grievant to his/her supervisor along with a copy to the Human Resources manager, no later than ten (10) working days after the date of the supervisor's written reply. A grievance may be submitted directly to the Human Resources manager or, if the grievance slatted at a level above the supervisor or Division Chief or Fire Marshal, the grievance may be submitted at the higher level. The written grievance must contain the following information:

- a) Name of grievant and job title;
- b) Division in which grievant works;
- c) The specific act or omission that gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission;
- d) The specific provision(s) of the Memorandum of Understanding, Authority Policy or Personnel Rules alleged to have been violated, misinterpreted, or misapplied;
- e) A list of the documents, witnesses or other evidence that support the grievance;
- f) Desired solution or remedy;



g) Name of the grievant representative, if any;

h) Signature of the grievant or representative and date signed.

Within ten (10) working days thereafter, the supervisor shall schedule a meeting with the grievant to work at resolving the grievance. The supervisor shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the Human Resources manager. If the grievant is not satisfied with the response, he/she may proceed to Level 2.

17.5.2.2 Level 2 - Division Chief or Fire Marshal Review

Any grievance not resolved at Level 1 may be submitted to the Division Chief or Fire Marshal no later than ten (10) working days after the date of the supervisor's written reply. The grievant shall provide the Division Chief or Fire Marshal with a copy of the Level 1 response. Within ten (10) working days thereafter, the Division Chief or Fire Marshal shall schedule a meeting with the grievant to work at resolving the grievance. The Division Chief or Fire Marshal shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the Human Resources manager. If the grievant is not satisfied with the response, he/she may proceed to Level 3.

17.5.2.3 Level 3-Fire Chief Review

Any grievance not resolved at Level 2 may be submitted to the Fire Chief no later than ten (10) working days after the date of the Division Chief or Fire Marshal's written reply. The grievant shall provide the Fire Chief with a copy of the Level 1 and Level 2 responses. Within ten (10) working days after receipt of the grievance and the Level 1 and Level 2 responses, the Fire Chief or his/her designee, at his/her discretion, may conduct an informal hearing involving the parties to the dispute. The Fire Chief's decision shall be final and binding.

17.6 Representation

The grievant is entitled to representation of his/her choice at any point in the grievance procedure. If the representative is a fellow employee, that employee shall receive time off from his/her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. The grievant must inform the Human Resources manager whether he/she will be represented at any meeting regarding the grievance, along with the identity of the representative, at least forty-eight (48) hours prior to the grievance meeting.

17.7 Waiver of Steps or Time Limits

Notwithstanding any provision in this section, any time limit or level of procedure specified in this section may be waived upon consent of all parties involved.



17.8 Waiver of Grievance

Failure by the grievant to appeal his/her grievance to the next level within the specified time limits of this rule shall constitute a waiver of the right to pursue the grievance further, unless the Authority has granted an extension of time to a definite date. Failure by the Authority to respond to the grievance within any of the specified timelines shall entitle the grievant to appeal to the next level of review.

Additionally, failure on the part of an employee or his representative to appear for any scheduled meeting without notification may, in the Authority's discretion, result in the Authority's denial of the grievance.

17.9 No Interruption of Work

During the determination of a grievance herein, the employees involved in pursuing the grievance are required to continue their normal work schedule, unless the Human Resources Manager directs otherwise.

17.10 No Retaliation

Employees shall not be penalized or retaliated against in any way for using the grievance procedures or testifying as a witness in a grievance proceeding.



19 LAYOFF, DISPLACEMENT, AND RE-EMPLOYMENT

19.1 Notice

Should the Fire Chief determine that reductions in force are necessary due to lack of work, reorganization, or for financial reasons, layoffs may be directed. In the event of layoffs, the Authority shall provide affected employees with as much notice as possible.

19.2 Layoff Order Determination

In determining the order of layoffs, the following rules shall be followed, no permanent employee shall be laid-off while there are temporary employees serving in the same or allied class or position in the Authority service unless that employee has been offered the temporary work. Layoffs shall be made in accordance with California Government code §45100 and the criteria set forth below:

- a) Layoffs shall be by job classification, according to reverse order of seniority, as defined by total Authority service.
- b) The employee to be laid-off may displace the least senior employee in a lateral or lower classification in which he/she previously held permanent status, provided the displaced employee has less total Authority service. Total Authority service means as a regular full-time employee.
- c) An employee may demote or transfer to a vacant position in a classification for which he/she possesses the necessary skills, as determined by the minimum qualifications and job specifications for the position.
- d) The name of each laid-off employee shall be entered, in order of seniority, on a Reemployment List for twenty-four (24) months.
- e) A former employee appointed from a Reemployment List shall have restored all rights accrued prior to being laid-off, such as sick leave, vacation credits, and credit for years of service. However, such recalled employees shall not be eligible for benefits for which he/she received compensation at the time of, or subsequent to, the date he/she was laid-off.

19.3 Bumping

"Bumping" means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position and has received notice of layoff. The laid-off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the current job classification specification.

The Authority shall notify laid-off employees in writing of the position and classification into which he/she may bump if any. Following such notification, the employee must notify the Human Resources manager in writing of his/her intent to exercise the bumping rights within seven (7) calendar days of the date of the written notice. Failure to provide such notification shall be deemed a waiver of bumping rights by the employee.



Where there is more than one employee in a position available for bumping, the determination of which employee will be bumped, if any, will be based on seniority.

Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall, in the same manner, be eligible to displace another employee based on the criteria specified above.

19.4 Layoff List Preparation Procedure

When an Authority position within a classification is abolished, the following general procedure shall be followed:

19.4.1 Limited Service

Limited Service employees will be released before an employee in the same classification with probationary or permanent status.

19.4.2 Lay Off List

The Human Resources manager shall prepare a layoff list of all those Authority employees (including those who are on Leave of Absence) and vacancies within the classification in which a reduction in the number of positions is to occur.

19.5 Reemployment from Lay-off

Employees who were laid-off may be reinstated within twenty-four (24) months to their former position, if vacant, or to a vacant position in the same classification, without being subject to the application requirement.

19.6 Separations

All employees who separate from Authority service, that is, whose employment with the Authority terminates through separation for cause, layoff, resignation, or retirement must:

- a. Return all Authority property to the Human Resources manager or the immediate supervisor prior to receiving the final paycheck.
- b. Clear any existing financial obligations with the Authority.
- c. If applicable, file a Form 700 with the Authority Clerk.

In addition, employees who resign or retire shall adhere to the following procedures before they will be deemed to have separated in good standing:

- a. Submit a written notification stating the intent to resign or retire and the proposed effective date to their immediate supervisor.
- b. Provide a minimum notice of two weeks. The Authority encourages employees who become aware of their pending separation from the Authority to let the Human Resources manager know as far in advance as possible.



19.8 Reinstatement After Separation

A permanent employee who has resigned in good standing may request reinstatement to a position in his/her former classification. The Fire Chief may reinstate such employee to a vacant position pursuant to Authority Policy. Upon reinstatement, the vacation accrual rate shall be restored based upon total city service incurred up to the date of separation of employment from the Authority. The Fire Chief may request such employee to submit to a physical examination, background investigation, and may require the employee to serve a new probationary period.

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21 WORK WEEK AND ATTENDANCE

The Fire Chief shall assign daily hours of work (or shifts) for employees as required to meet operational requirements, requirements under the Federal Labor Standards Act, or the employees' applicable Memorandum of Understanding. The Fire Chief may change an employee's work period, week, or hours at any time to meet the requirements of the Authority. Changes shall be made in accordance with applicable labor laws and Memoranda of Understanding.

Any foreseeable absence or deviation from regular working hours desired by an employee shall be cleared in advance through the employee's supervisor, and such absences shall be noted on the employee's timesheet.

21.1 Work Period, Week, and Schedule

Safety personnel assigned to shifts shall work a forty-eight (48) hours-on and ninety- six (96) hours-off schedule. The work period for the 48:96 schedule is defined by the Authority as a 24-day period under the Fair Labor Standards Act of 1938 (29 U.S.C. 207 (k)).

All non-shift employees shall work a 9/80 schedule (nine hours Monday through Thursday, eight hours alternate Friday, and alternate Fridays closed).

The work week for employees on 9:80 and 48:96 schedules must begin and end mid-day on the alternating day off for the schedule.

The work week for 40-hour and all other types of employees other than those on a 9:80 or 48:96 schedule shall begin on Sunday morning at 0700 and end on Sunday morning at 0659. The designated work schedules may be changed only because of major changes in operations, payroll procedures, or as otherwise necessary to deliver services as efficiently and economically as possible. Except under exigent circumstances, changes in work schedules, work weeks, or work periods will be communicated in writing with reasonable prior notice.

21.2 Attendance

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except when required to leave on authorized Authority business or some other authorized leave. Employees shall keep daily attendance records which shall be reported on the employee's electronic timesheet.

Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request a form of accrued leave time or unpaid leave time should follow the procedures provided in these Rules or the applicable Memoranda of Understanding for their position and the type of leave that they are requesting.

Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request a form of accrued leave time or unpaid leave time should follow the procedures provided in these Rules or Memoranda of Understanding for the type of leave that they are requesting.

Employees who are unexpectedly unable to report for work as scheduled on any particular day



must call their immediate supervisor no later than their scheduled time to begin work for that day, or as otherwise required by the Authority. Employees on a 56-hour schedule shall notify the on-duty Battalion Chief. If the employee's immediate supervisor is not available, then the employee must notify the Battalion Chief, Division Chief or Fire Marshal or his/her designee. Employees shall inform their supervisor of the expected duration of any late arrival or absence. Employees who call later than their scheduled time to begin work for their assigned shift shall be deemed to have an unauthorized tardy or absence in violation of this attendance policy. Abuse or misrepresentation of any form of accrued or paid or unpaid leave time will be grounds for discipline.

Failure on the part of an employee, who is absent without notification or authorization, to return to duty within twenty-four (24) hours after a notice to return to duty has been delivered to their last known telephone number and/or address will constitute an automatic resignation effective as of the last day an employee worked. If, within ten (10) days of said notice, the employee can show good cause for the failure to return to duty, the Human Resources Manager, in his/her discretion may, with approval of the Fire Chief, reverse the resignation. In the event that an employee's absence is deemed an "automatic resignation" in accordance with this Rule, the employee shall have the same right to appeal afforded to employees who are terminated for cause under these Rules. However, an employee's absence without notification or authorization for twenty-four (24) hours or more shall be deemed just cause for termination.

21.3 Meals and Rest Periods

Employees not assigned to a shift shall receive a thirty (30) to sixty (60) minute meal period that shall not be compensated. During the meal period, the employee shall be relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee shall be compensated for such time. Meal periods may not be used to shorten the workday unless the employee obtains express prior approval from his/her supervisor.

Non-exempt employees (excluding safety personnel assigned to a shift) shall have a ten (10) minute rest period for each half of their workday, as scheduled by the supervisor. The rest period may be interrupted or canceled if necessary, to complete work, and shall be compensated time. The rest periods shall not be combined or used to shorten the workday.

21.4 Timekeeping

All employees must enter and accurately record all hours worked and any leave taken on their electronic timesheets. Employees must immediately report any errors on a timesheet that has already been submitted.



23 VACATION AND HOLIDAYS

23.1 Vacation Accrual

Vacation accrual is specified in a Memorandum of Understanding, Compensation, and Benefits Plan or Authority Board approved resolution.

23.2 Use of Vacation

Unless otherwise specified in a Memorandum of Understanding, Compensation and Benefits Plan or an Authority Board approved resolution after completion of six (6) months of continuous service, an employee may take vacation leave at any time, subject to approval by the employee's supervisor. Approvals shall be based upon workload, staffing coverage, seniority, timing of the request, and any other work- related factors appropriate for consideration by the supervisor. Vacation shall be taken in increments of one- quarter (.25) hour or more. The supervisor, with concurrence of the Human Resources manager, may authorize an employee to take vacation leave prior to completion of six (6) months of continuous service.

23.3 Effect of Sick Leave on Vacation Leave

In the event an employee becomes ill during a vacation period, such time shall not be charged as vacation leave if the following conditions are met:

23.3.1 Employee Sick Leave Requirements.

The employee complies with the same notice requirements as required when the employee is not on leave, including notice to the employee's supervisor no later than the start of the employee's regular work shift. If the employee becomes ill after the start of the work shift, then the employee must promptly provide notice on the same day the illness begins. Sick leave shall only be granted for those days on which notice is given; and

23.3.2 Return to Work Requirements.

The employee, upon return to work, submits a doctor's certificate for each day the employee was absent from work.

23.4 Compensation for Authority Work During Vacation Prohibited

No person shall be permitted to work for compensation for the Authority in any capacity, except compensation for mandated court appearance, call back, or special duty assignments, during paid vacation time. Exceptions may be made for Reserve Firefighters.

23.5 Vacation Pay-Out Upon Termination

A regular or probationary employee whose employment with the Authority terminates shall be paid for that part of his/her vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees in the pay period following the time of termination.

Unless otherwise provided by State Law, when termination is caused by the death of the employee, said pay for unused vacation shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the



Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

23.6 Holidays

23.6.1 Authorized Holidays.

Every full-time probationary and regular employee shall be entitled to the following paid holidays each calendar year and such other days as may be designated by action of the Authority Board:

- a) January 1 (New Year's Day)
- b) The third Monday in January (Martin Luther King Day)
- c) The third Monday in February (Presidents' Day)
- d) The last Monday in May (Memorial Day)
- e) July 4 (Independence Day)
- f) The first Monday in September (Labor Day)
- g) November 11 (Veteran's Day)
- h) Thanksgiving Day
- i) The Friday after Thanksgiving Day
- j) December 24 (Christmas Eve)
- k) December 25 (Christmas Day)

23.6.2 Holidays Falling During Vacation.

When a day designated and observed by the Authority as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday pay and he/she shall not be paid or charged for vacation, except for the additional hour(s) for those employees on a 9/80, 4/10, or another schedule which may be made up from vacation, comp, or floating holiday accrual balances.

23.6.3 Employees absent from work immediately preceding a holiday.

Employees who are absent from work on the workday immediately preceding a holiday due to unpaid leave of any form shall not receive reimbursement for the missed holiday.



25 SICK LEAVE

Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized in Section 17.6. The employee requesting sick leave shall notify his/her supervisor prior to the start of the employee's regular work shift. 56-hour employees must notify the on-duty Battalion Chief prior to the start of scheduled shift. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of these Rules and Regulations and the Fire Chief has approved such payment. Accrued and unused sick leave shall not be paid out when the employee separates from Authority employment.

25.1 Certification

The Fire Chief or designee may request that the employee produce a certificate issued by a licensed physician or other licensed practitioner's satisfactory proof of illness before sick leave is granted when:

- a) Verification is required or allowed by state or federal law; or
- b) The employee has a demonstrable pattern of sick leave abuse; or
- c) The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a reasonable person would also believe the absence was for an unauthorized reason.

The Authority recognizes the confidential nature of the relationship between the health care provider and patient and if verification is required it shall be limited to the anticipated length of the absence, any restrictions upon return to work that prevents the employee from performing the full range of his/her normal work assignment and anticipated future absences. If the Fire Chief or designee does not consider the verification adequate, the request for sick leave may be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

Under certain circumstances and when necessary for the health and safety of the public and other fire personnel, the Fire Chief or designee may also direct an employee to attend a physical examination by an Authority-retained licensed physician, at Authority expense, to ascertain whether the employee is fit to perform the duties of his/her position.

25.2 Prohibited Activity

Any employee who is absent from work on a leave as provided in Section 17 or who is absent after requesting such leave shall not engage in work or other activities at any time which would conflict with the inability to report for work and to perform the duties assigned.

25.3 Eligibility

Regular and probationary employees shall be eligible to accrue sick leave upon commencement of Authority employment.



Limited service or provisional employees and part-time employees working twenty (20) hours per week or less, or less than forty (40) hours or less in a fourteen (14) calendar day pay cycle, and who have completed 30 calendar days of work since date of hire are eligible for paid sick leave under the Healthy Workplaces, Healthy Families Act

25.4 Accrual

Except as noted in the following paragraph in this section, sick leave shall be accrued at the rate identified in these Rules, each Memorandum of Understanding, Compensation and Benefits Plan, or Authority Board approved resolution per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on an authorized paid leave.

Limited service, Provisional, and Part-Time employees, as described in section 17.3 above, who have worked for the Authority at least 30 days in the 12 months from the beginning of their employment will accrue 24 hours of paid protected sick leave annually, in accordance with the Healthy Workplaces, Health Families Act of 2014. After the initial eligibility period of 30 days, annual accruals will be made available in the first full paid period in January or the first full pay period in July depending on date of initial 24-hour accrual. Employees, as described in this paragraph, may begin to use paid sick leave after 30 days of employment. Accrued sick leave does not carry over from year to year.

25.5 Accumulation

Regular and probationary employees may accrue and accumulate sick leave without limit. Part-time employees, as described in Section 17.3 above, do not accrue or accumulate sick leave outside of the annual allotment provided in section 17.4 above.

25.6 Use

In accordance with California's Paid Sick Leave law, an employee may use paid sick leave for one of the following reasons:

25.6.1 Authorized Use for Self or Family.

- a) Non-industrial illness or injury when an employee has a medical or dental appointment which cannot be scheduled outside the workday; has a medical emergency or is indisposed by reason of illness, injury, exposure to contagious disease, or trauma from attending work and performing duties; or when an employee's illness would endanger or disturb coworkers;
- b) Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
- c) Diagnosis, care, or treatment, of an existing health condition or preventive care, for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, parent-in-law, child of any age or dependency status, spouse, registered domestic partner, sibling, grandchild, or grandparent. Sick leave under this paragraph shall not exceed 50% of an employee's annual leave allotment unless extended by the Fire Chief or



designee upon written request of an employee.

25.6.2 Use of Sick Leave for Victims of Domestic Violence.

In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

- a) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
- b) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- c) To obtain services from a domestic violence shelter, program, or rape crisis center;
- d) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- e) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

All employees, including part-time, limited service, and provisional employees, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. (Labor Code § 230(d)(2).)

25.6.3 Other Paid Sick Leave

From time to time, other paid leave options may be available to some or all employees of the Authority based on current legislation or regulation. The Authority will provide employees with notices of new leaves with information on who is eligible, the qualifying reasons for the leaves, and procedures on how to request and use such leaves.

Depending on the event, business need, and in accordance with the language of the legislation or regulation, the Authority, at its own discretion, may exempt certain classifications from benefits under the law.

25.6.4 Use of Sick Leave Accruals.

Pay for approved sick leave shall be authorized until the employee's accumulated sick leave hours have been exhausted and at such time the employee shall receive no further pay for sick leave. Employees on designated and approved protected leaves may request use of other accrued leave balances upon exhaustion of sick leave.

25.6.5 Use of Sick Leave at Separation toward Retirement.

An employee may not use sick leave to extend a retirement (either disability or service retirement) or separation date, unless specifically provided for in an applicable Memorandum of Understanding, or as required by law.

Unused statutory sick leave, whether mandated paid leave or leave accrual, is not cashed



out upon termination, resignation, retirement, or other separation from employment. (Labor Code § 246(f)(1).)

25.7 Integration of Benefits

If an employee is on sick leave and is receiving State Disability Insurance (SDI) or temporary Disability payments (including Workers' Compensation payments), the employee may request integration of leave accruals as a supplement to disability or workers' compensation benefits up to the employee's full regular compensation. To exercise this option, the employee must tender a copy of his/her SDI. Workers' Compensation or temporary disability payment award letter and remittances to the Authority. The Authority will then provide a supplemental paycheck for the value of the difference between those payments and the employee's regular pay from the employee's sick leave accruals. Part-time and temporary employees are covered by and shall receive the benefits provided by the Workers' Compensation Insurance Plan of the Authority but shall not be eligible for any other benefits in this section except for those provided by law.

25.8 Catastrophic Leave Program

An employee may be eligible to receive donations of paid vacation leave to be included in the employee's sick leave balance if she/he or an immediate family member has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition that is considered terminal, a long-term major physical impairment or disability. (The definition of immediate family member and the usage of sick leave shall be in accordance with California State Law, this Policy, and the employee's applicable MOU.) This program will be administered in accordance with the Authority's Catastrophic Leave Procedure.



27 LEAVES OF ABSENCE WITHOUT PAY

27.1 Authorization for Leave of Absence Without Pay

At the sole discretion of the Authority, an employee may be granted a leave of absence without pay. An employee's request for leave of absence without pay may be granted by the Fire Chief for a period of up to one (1) year. The Fire Chief must notify the Human Resources manager of any such requests as soon as reasonably possible. The Authority may fill the position with a temporary employee during the term of the leave of absence or undertake any other appropriate measures to address workload needs.

27.2 Leave of Absence Request

Employees who are not already on an approved protected medical leave and are requesting a leave of absence without pay must submit the request in writing to the Human Resources Manager. The request should state the reason for the request and the anticipated beginning and ending dates of the leave. The Human Resources Manager shall evaluate the request and make a recommendation to the Fire Chief. The Fire Chief shall render a decision and transmit in writing the decision to the employee. The decision of the Fire Chief shall be final and is not subject to grievance or appeal.

27.3 Return from Authorized Leave of Absence Without Pay

When an employee intends to return from an authorized leave of absence without pay, the employee shall contact the Human Resources manager as soon as possible but not less than three (3) working days prior to the planned day of return. Upon an employee's notification that he/she intends to return after a leave of absence without pay, the Authority shall make reasonable effort to do so. Failure of an employee to abide by this notification procedure or to report for work promptly at the date of leave expiration shall be grounds for discipline up to and including termination. Employees returning from leave because of illness or disability must first submit to the Human Resources manager a release to work from a physician that satisfactorily certifies the employee can perform the essential functions of the position to which he/she desires to return, with or without accommodation. Further, the employee may be subject to an examination by an Authority retained licensed physician, at Authority expense, to ascertain whether the employee is fit to perform the duties of his/her position.

27.4 Authorized Leave of Absence Without Pay for Job Injury

The Fire Chief may grant a leave of absence without pay for a period of time to any employee who is disabled by job injury or illness. Such leave may be terminated by the Fire Chief when it is determined through a reasonable accommodation process that the employee is disabled for an extended period, the employee is unable to perform the duties of his/her position, and the time necessary for recovery to full duty is indefinite.

27.5 Status of Employee on Authorized Leave of Absence Without Pay

27.5.1 Break in Service.

Except as defined by Government Code §7522.02 of the Public Employees' Pension Reform Act (PEPRA), an authorized leave of absence without pay shall not be construed as a break in service, and rights accrued at the time the leave is granted shall



be retained by the employee. However, vacation credits, sick leave credits, holidays, health benefits, and retirement benefits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence unless otherwise expressly provided for and Authority Board-approved action or by law. Employees in such status may be required to pay for all fringe benefits, such as health plan premiums, during the period of their leave without pay.

27.5.2 Employee Return to Work.

An employee returning after an authorized leave of absence without pay shall retain the same status and shall be placed at the same salary step in the pay range currently in effect for the class as the employee received when the authorized leave of absence without pay commenced. Time spent on such leave without pay shall not count toward service within the pay range and the employee's salary anniversary date shall be set forward a period of time equal to the employee's total absence as adjusted to the beginning of the closest pay period.

27.5.3 Return from Authorized Leave of Absence Without Pay for Military Duty.

Notwithstanding provisions of Section 18.5, 19.5, 19.6, & 19.7 of these Rules, the applicable sections of the Federal and State military leave laws shall apply in determining benefits for those employees returning from an authorized leave of absence without pay for military duty.

28 OTHER LEAVES OF ABSENCE

28.1 Administrative Leave

The Authority, in its discretion, may place an employee on administrative leave with or without pay. Employees on such leave with pay shall be available and are subject to the Authority's instructions during their normal working hours.

28.2 Bereavement Leave

The Authority shall grant leaves of absence with pay when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate family" means parent, current spouse or domestic partner, child, stepchild, grandparent, grandchild, brother, sister, stepsibling, mother, father, step-parent, parent-in-law, son, son-in-law, daughter, or daughter-in-law, legal guardian, or in loco parentis (in the place of a parent). The Authority, in its discretion, may require some proof that a death in the family has occurred. In the case of death within the immediate family of an employee, such employee shall be entitled to remain absent from duty with pay to attend the funeral or memorial service for up to five (5) consecutive workdays for each such bereavement.

In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day.

28.3 Family and Medical Leave (FMLA/CFRA/PDLL/PLA)

In accordance with federal and state laws and regulations, the Authority shall provide family and medical leave, which is normally unpaid leave, to eligible employees.



"Family and Medical Leave" under this Rule refers to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), the California Family Rights Act ("CFRA"), the California Pregnancy Disability Leave Law (PDL), and the California Parental Leave Act (PLA). Employees with any questions or requests for information about family and medical leave should consult the Human Resources manager and the Authority's Family and Medical Leaves Policy.

28.4 Jury Duty

Regular employees, probationary employees and limited services employees who have worked at least 1000 hours in a fiscal year and/or are enrolled in the PERS Retirement System who are required to report for jury duty shall be granted leave for such purpose, upon presentation of the jury notice to the supervisor or Battalion Chief for 56-hour employees. Said employees shall receive full pay for the time served on a jury, provided the employee remits to the Authority all fees as soon as received by the employee for such duties.

Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee. If an employee is required to report to jury duty within two and one-half (2 ½) hours of the scheduled start of the workday, the employee is not required to report to work at the start of the workday but shall report directly to jury duty. If an employee is released from jury duty with more than one-half of his workday remaining, the employee is required to report to work to complete the regularly scheduled workday.

28.5 Military Family Leave

In accordance with the Family and Medical Leave Act (FMLA), eligible employees may use their twelve (12) weeks of FMLA leave for any "qualifying exigency" arising out of a family member's active military duty. Eligible employees are also permitted to take up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for a family member who sustains a serious illness or injury while on active military duty.

28.6 Military Leave

28.6.1 Military Leave With Pay.

Shall be granted in accordance Federal and State law. During the first thirty (30) days of any period of temporary military leave employees shall receive compensation in addition to whatever pay is received from the federal government for training. Such compensation shall not exceed, however, more than 30 calendar days in any one fiscal year. After the initial thirty (30) days of temporary military leave, the City will supplement the employee's military income to equal the employee's regular monthly compensation from the City for an additional sixty (60) days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first thirty (30) days, and supplemental compensation for the next sixty (60) days.

Military leave with pay is not authorized for periods of inactive military duty, for example, weekend training duty.

Employees who are on military leave with pay, with at least one year of service with the City, or at least one year of combined military/employment service, shall continue to accrue seniority, sick leave, and vacation credits and shall receive holidays as if they had been



present for work for a maximum period of 180 days.

The City will continue to provide Health benefits coverage during the first 90 days of leave at the level and under the conditions coverage is provided prior to the leave. Employees can elect to continue their coverage for up to a 24-month period on a self-pay basis.

An employee returning from active military leave shall be treated as not having incurred a break in service. However, if the employee takes a military leave of absence during their probationary period, the City can require the employee to serve out the remainder of the probationary period when the employee returns.

An employee entitled to military leave shall give the Fire Chief an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Prior to taking such leave, an employee shall present a copy of his/her military orders to the Fire Chief. The Fire Chief shall promptly advise the Human Resources manager of such military orders. The employee's work schedule may be temporarily changed by the Fire Chief to accommodate the leave and department workloads, in accordance with applicable law. Benefits shall continue to accrue to the employee to the extent required by law. Employees on military leave shall be granted promotional opportunities and reinstatement after return from military leave in accordance with applicable law. The Authority offers employees on military leave the option to continue health benefits.

28.6.2 Leave Accrual.

As required by law, the Authority will continue leave accruals during paid military leave and make contributions under retirement plans.

28.7 Military Spouse Leave

In accordance with California Military & Veterans Code section 395.10, eligible spouses and domestic partners of active members of the military are entitled to up to ten (10) days of unpaid leave when their spouse or domestic partner, who is in active military service, is on qualified leave.

28.8 Paid Family Leave (PFL)

Employees who are covered by State Disability Insurance (SDI) are eligible to apply for Paid Family Leave (PFL) benefits while taking care of family member(s). These benefits are paid by the State Employment Development Department.

28.9 Pregnancy Disability Leave (PDL)

Any employee who is disabled because of pregnancy, childbirth, or a related medical condition will be entitled to pregnancy disability leave in accordance with state and federal law. The rules for PDL are contained in the Authority's Family and Medical Leaves Policy.

28.10 School Activity Leave

Employees who are parents, guardians, or grandparents of a child in kindergarten through grade 12 may take up to forty (40) hours per year, not to exceed eight (8) hours per month, to participate in the child's school activities. The employee shall use accrued vacation or comp time for this leave. Prior notice of the need for this leave shall be given to the supervisor.



28.11 Voting Leave

Time off with pay to vote in any general, direct primary or presidential primary election shall be granted as provided by state law. Employees must give their supervisors prior notice of the need to take such time off. Paid leave for the purpose of voting shall not exceed two (2) hours and time must be scheduled only at the beginning and end of your work shift. You must notify your supervisor, if you think you will need time off to vote, at least two working days prior to the election.

28.12 Witness Leave

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he/she perceived or investigated in the course of his/her employment duties with the Authority shall be allowed to do so without loss of compensation unless it is the employee's own lawsuit.

An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity, or who is appearing in court in a matter initiated by the employee, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation for this purpose.

The employee may be required to present the subpoena to the Fire Chief.

29 EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Employees are encouraged (but not required) to further their education by taking accredited courses which satisfy any of the following criteria are related to the employee's present position with the Authority; related to the employee's potential development with the Authority; part of a program leading to a degree related to the employee's present position or potential for development; or required to obtain a high school diploma. An employee who participates in an educational program may be reimbursed for courses taken on the employee's own time and at his/her expense in accordance with the Authority's Tuition Reimbursement Policy and Procedure.

APPENDIX E

New CalPERS Contract

4. Please indicate whether the members of the Employer's governing board or body are

☐ Elected or

☒ Appointed? If appointed, who has the power to appoint members of the Employer's governing board or body?

The JPA is administered by the South San Joaquin County Fire Authority (SSJCFA) Board of Directors. The SSJCFA Board consists of four appointed members from the member agencies. Two Board Members are elected Council Members of the City of Tracy and are appointed to the SSJCFA by the City Council. The other two members are elected Directors of the Tracy Rural Fire Protection District and are appointed to the SSJCFA by the TRFPD Board of Directors.

5. Does any person or entity have the power to remove members of the Employer's Governing board or body?

☐ No.

☒ Yes. If yes, please describe in detail and include references to Bylaws, contracts or agreements, or other governing documents:

Pursuant to Section 2.1 Governing Board of the Joint Powers Agreement of the South San Joaquin County Fire Authority, "All Board members shall serve at the pleasure of the Member Agency that appointed such Board member". The same section further states that, "All vacancies on the Board of seats appointed by Member Agencies shall be filled by the appointing Member Agency within thirty (30) calendar days of the vacancy. Each Board member shall cease to be a member of the Board of Directors when such member ceases to hold office as a member of the Legislative Body appointing entity."

6. Please list other individuals or entities that have control or voting powers or that have ownership or other interests in the Employer:

- describe the powers or interests in detail
- include references to Bylaws, contracts or agreements, or other governing documents.

Individuals/Entities	Powers/Interests	References
City of Tracy	Member Agency of JPA	Joint Powers Agreement
Tracy Rural Fire Protection District	Member Agency of JPA	Joint Powers Agreement

JPA agreement Section 2.5 Required Votes states the following: *The affirmative votes of a majority of members of the Board of Directors shall be required to take any action, provided however, that any*

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vote to incur a debt or to issue bonds respectively, shall require a unanimous vote of all Board members." JPA agreement Section 2.6 Voting states, "Each member of the Board of Directors shall have one vote."

7. Please list:

- any entity(ies) or organization(s) that is/are related to or affiliated with the Employer
- describe the relationship between the Employer and such entity(ies) or organization(s) in detail.
- include references to Bylaws, contracts or agreements, or other governing documents.

Affiliated Entities / Organizations	Relationship	References
City of Tracy	Member Agency of SSJCFA	Joint Powers Agreement
Tracy Rural Fire Protection District	Member Agency of SSJCFA	Joint Powers Agreement

The public entities listed above are signatory members to the Joint Powers Agreement of the South San Joaquin County Fire Authority.

8. Does the State (or a City or County or other political subdivision of the State) have fiscal responsibility for the general debts and other liabilities of the Employer?

☒ No.

☐ Yes. If yes, please describe in detail and include references to Bylaws, contracts or agreements, or other governing documents:

JPA agreement Section 1.1 Authority states, "As provided in Government Code section 6507, the Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its Member Agencies."

9. Please describe in detail:

- All governmental or quasi-governmental powers exercised and functions performed by the Employer. Please make sovereign powers explicit (e.g. police, taxation, eminent domain)
- Include references to statutes, Bylaws, contracts or agreements, or other governing documents relating to the Employer's powers and functions.

Sovereign Powers	Governmental Functions Performed	References Related to Powers/Functions
Prepare and support legislation related to the JPA	To fulfill JPA mission of fire service delivery to jurisdictional area	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.
Levy and collect payments and fees for fire protection services	Recovery of partial costs for services provided as allowed by law	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.
Impose and levy new taxes or assessments as authorized by law	Revenue generation to support fire protection services	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.
Adopt rules for operations of the JPA	To fulfill JPA mission of fire service delivery to jurisdictional area	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.
Exercise power of eminent domain	To procure property for the purposes of carrying out JPA mission when necessary	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.

JPA AGREEMENT DATED FEBRUARY 20, 2018, Gov't Code Section 6502, 6508 and 6546; Health and Safety Code Section 13861 and Sections 13910 et. Seq. .

- Exercise the common powers of its member agencies in providing fire suppression, protection and related services;
- Make and enter into contracts including professional services;
- Hire and employ personnel related to fire suppression, protection, prevention and related services;
- Assume existing contracts related to fire suppression, etc;
- Lease and acquire real and personal property;
- Invest reserve funds;
- Incur debts including bonded indebtedness and other long term financing arrangements;
- Sue and be sued;
- Apply for grants, loans, etc.;
- Use of any financial mechanisms available to the JPA;
- Prepare and support legislation related to the JPA; (a sovereign power);
- Levy and collect payments and fees for fire protection services; (a sovereign power);
- Impose and levy new taxes or assessments as authorized by law; (a sovereign power);
- Provide related services as authorized by law, including but not limited to emergency medical services;
- Purchase insurance and contract for risk management;

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- Adopt rules for operations of the JPA; (a sovereign power);
- Exercise power of eminent domain; (a sovereign power);
- Approve and adopt a budget for the JPA;
- Establish operational policies;

10. Was the Employer created by a specific enabling statute that prescribes the purposes, powers, duties, or obligations of the Employer?

☐ No.

☒ Yes. If yes, please describe in detail:

Section 1. PURPOSE AND POWERS of the Joint Powers Agreement identifies the authority, purpose, general powers and specified powers of the SSJCFA as follows:

1.1 Authority. "South San Joaquin County Fire Authority ("Authority") is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code of the State of California ("Act")." As provided in Government Code section 6507, the Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its Member Agencies. The terms "Members" or "Member Agencies" shall mean any public entity or agency that has agreed to this Agreement, including Initial Member Agencies. The term "Initial Member Agencies" shall only mean City and District.

1.2 Purpose. The purpose of this Agreement is to provide for the joint exercise of powers to provide a full range of fire services ("Fire Protection Services") within the Authority's jurisdictional area including:

- (a) Administer and direct the personnel that provides the Fire Protection Services and provide the necessary administrative support for its programs and operations, which shall include but not be limited to,
 - (i.) Provide fire safety plan checks and inspections for all commercial, residential and industrial buildings.
 - (ii.) Coordinate abatement activities for hazardous materials and nuisances.
 - (iii.) Promote fire prevention.
 - (iv.) Respond to fire and emergency calls to provide fire suppression, rescue, emergency medical advanced life support, and hazardous materials response services.
 - (v.) Provide and manage training program involving all facets of departmental functions and operations, for career, reserve, and volunteer personnel.
 - (vi.) Contract for or provide fire dispatch services ("Fire Dispatch Services") within the Authority's jurisdictional area.
- (b) Adopt performance objectives of the Authority.

1.3 General Powers. "The Authority shall exercise in the manner herein provided the powers common to each of the Member Agencies, and/or inherent to any one Member Agency, as provided by the laws of the State of California, e.g. Fire Protection District Law of 1987, and all incidental, implied, expressed, or necessary powers for the accomplishment of the purposes of

this Agreement, subject to the restrictions set forth in this Agreement and shall have the power to manage, maintain, and operate facilities.

1.4 Specified Powers. "The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any of the following:

- (a) Initiate, alter and otherwise exercise the common powers of its Members in providing fire suppression, protection, prevention and related services, and those powers that may be conferred upon it by subsequently enacted legislation, and to be the exclusive body to make policy concerning the administration of the provision of fire service by the Authority for Member Agencies including determining if, when and where to place facilities and staff said facilities within the Authority's jurisdiction for services.
- (b) Make and enter into contracts, including contracts with its Members; provided, however, the Authority may not enter into real property development agreements pursuant to Government Code Section 65865.
- (c) To hire and employ personnel or to contract for personnel to fulfil its mission.
- (d) Assume existing contracts relating to fire suppression, protection, prevention and related services.
- (e) Lease, acquire, hold and dispose of real and personal property.
- (f) Invest reserve funds.
- (g) Incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the Member Agencies.
- (h) Sue and be sued in its own name.
- (i) Apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- (j) Use any and all financing mechanisms available to the Authority, subject to the provisions of this Agreement.
- (k) Prepare and support legislation related to the purposes of the Agreement.
- (l) Lease, acquire, construct, operate, maintain, repair and manage new or existing facilities, apparatus and equipment as well as to close or discontinue the use of such facilities, apparatus and equipment.
- (m) Levy and collect payments and fees for Fire Protection Services.**
- (n) Impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction(s).**
- (o) Provide related services as authorized by law including, but not limited to, emergency medical services, emergency preparedness, mitigation of hazardous materials incidents and confined space rescue.
- (p) Contract for the services of attorneys, accountants, consultants and other services as needed.
- (q) Purchase insurance or to self-insure and to contract for risk management services.
- (r) Adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority, including the determination of compensation of Directors.
- (s) Exercise the power of eminent domain.**
- (t) Advise its Members of the impact of land development on the provision of fire suppression, protection, prevention, and related services.

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- (u) Recommend approval of an annual fire department budget to the Member Agencies, including, but not limited to, staffing levels at each fire station and all related costs for each fire station and the administrative, training and fire prevention budget activities.
- (v) Develop finance, procurement and conflict of interest policies.
- (w) Establish fire department operational policies for fire protection.
- (x) Receive, accept, and utilize the service of personnel offered by Member Agencies, or their representatives or agents and to receive, accept and utilize real or personal property from the Member Agencies.
- (y) Mitigate fire protection impacts caused by development within the jurisdiction of the Authority."

1.5 Restrictions on Exercise of Powers. The power of the Authority shall be exercised in the manner provided in the Act and, in accordance with §6509 of the Act, shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon general law cities in the State of California in the exercise of similar powers."

11. Does the State (or a City or County or other political subdivision of the State) exercise control over the Employer's operations or property or have the right to exercise such control?

☒ No.

☐ Yes. If yes, please describe in detail and include references to Bylaws, contracts or agreements, or other governing documents:

12. Are the Employer's employees treated the same as State, City or County employees for purposes other than providing employee benefits? Please describe in detail.

☐ No.

☒ Yes. If yes, please describe in detail:

The Authority currently obtains personnel via a personnel agreement (enclosed) wherein employment provisions are subject to Memorandum's of Understanding and the personnel rules of the Member Agency serving as the "employer of record" (currently the City of Tracy).

The Authority seeks to employ its own personnel and until such time as stated in the JPA Agreement, "All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all wages and benefits, disability, workers compensation, and other benefits which apply to the activities of the officers, agents or employees of the Member Agencies when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions or duties of this Agreement."

Once the SSJCFA becomes the employer of record, its personnel policies and procedures will be substantially the same as the City of Tracy's.

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Examples:

- Are the Employer's hiring practices subject to a competitive examination process? If so, please provide an example.

Entry-level employees are hired through a competitive examination process that includes verification of physical abilities testing, written examination, oral interviews, selection interviews, pre-employment physicals and psychological examination. Promotional exams are also competitive and may include written examination, assessment center evaluation, oral interviews and psychological examination. The employer considers applicants without regard to race, color, religion, ancestry, national origin, sex, marital status, age, medical condition or disability, or any other status protected by law.

- Are employees subject to civil service law and rules

Employees fall under the California Government Code which establishes state personnel regulations for public employees.

- Are employees subject to collective bargaining laws (e.g. Meyers-Milias-Brown Act)

Yes. Employees are subject to the Meyers-Milias Brown Act (Government Code Sections 3500, et. seq.).

Select Management Staff is exempt from the Fair Labor Standards Act (FLSA) and are covered by the authority of the Personnel Rules and Regulations.

- Are the Employer's employees' salaries and benefits subject to collective bargaining? If so, please provide the name of employee organization group(s) who represent the Employer's employees in collective bargaining.

The majority of personnel are represented by:

Tracy Firefighters Association, International Association of Firefighters, Local 3355. (*Fire Captains, Fire Engineers, Firefighter Paramedics, Firefighters*)

Other employees are represented by the following groups:

South County Fire Chief Officers Association (*Battalion Chiefs*)

Tracy Mid-Managers Bargaining Unit (*EMS Manager*)

Teamsters (*Fire Inspectors*)

Tracy Technical & Support Services Employee Association (*Executive Assistant, Administrative Assistants*)

The Fire Chief, Division Fire Chiefs, and Fire Marshal are not represented in collective bargaining.

- What grievance procedures and administrative appeals rights are made available by the Employer?

The grievance procedures and administrative appeals rights are identified in the Meyers-Milias Brown Act (Government Code Section 3500 et. seq.) and within the collective bargaining agreement(s) (MOU's) which are attached and have been provided to CalPERS.

13. Please provide a detailed description of all sources of revenue or funding, including a description of any non-public sources, received or expected to be received by the Employer to establish or operate the Employer.

- Please include the percentages of total funding coming from all sources.

Sources of Revenue/Funding	Percentage of Total Funding (all)
City of Tracy General Fund	72%
Tracy Rural Fire Protection District	28%
Grant & Fee Revenue	< 1 %

All sources of funding are public. The funding procedures are identified within Section 5. FINANCES of the JPA agreement. The City of Tracy general fund has revenue derived primarily from Property and Sales Tax. The Tracy Rural Fire Protection District is funded through collecting a percentage of the ad valorem property tax as well as a special assessment specifically for fire protection. Both member agencies of the SSJCFA are operating with a surplus of revenues to expenditures and have reserve fund balances.

Is the Employer treated as a governmental entity for any other purposes? Please describe in detail.

☐ No.

☒ Yes. If yes, please describe in detail:

Examples:

- For federal employment or income tax purposes (such as the authority to issue tax-exempt bonds under Internal Revenue Code section 103(a))?

Yes.

- Is the Employer subject to open meeting laws (such as the Brown Act), the California Public Records Act or similar laws?

Yes. The SSJCFA is subject to the Brown Act and operates its public meetings and noticing in accordance with the Act. The

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SSJCFCA is also open to the California Public Records Act and is in compliance.

- Are the Employer's employees subject to the California Political Reform Act?
 - Please provide a copy of the Employer's current Conflict of Interest Code.
The SSJCFCA's Conflict of Interest Policy is enclosed.
- Does the State Attorney General represent the Employer in court under a statute that only permits representation of State entities?
No.
- Has any State or federal court or administrative agency made a formal written determination that the Employer is a governmental entity for any purpose?

Yes. The Secretary of State is in receipt of the Notice of Joint Powers Agreement for the South San Joaquin County Fire Authority and assigned the JPA File No 2418 (Filed March 2, 2018).

The California State Controller has reviewed the Joint Powers Agreement submitted by the SSJCFCA and determined that the "South San Joaquin County Fire Authority meets the criteria of a Special District as defined by Government Code (GC) section 12463(d)(2)."

14. Does the Employer currently have employees?

☒ No.

☐ Yes. If yes, please address the questions below:

- If yes, how many? Number of current employees:
N/A
- How many employees does the entity expect to have once it is fully operational?
The SSJCFCA anticipates having 80 employees once it is fully operational.

15. Do any of the Employer's employees perform services for one or more other entities or organizations that are related to or affiliated with the Employer?

☐ No.

☒ Yes. If yes, please describe in detail:

The SSJCFCA provides fire, rescue, emergency medical, hazardous materials, and associated emergency services for the member agencies.

16. Does any other entity perform Human Resources or Payroll functions for the Employer?

☐ No.

☒ Yes. If yes, please describe in detail:

The City of Tracy as a member agency currently provides all Human Resources and payroll functions for the SSJCFA. The scope of services provided includes recruitment, benefits administration, workers' compensation, risk management, labor relations, and payroll processing. The JPA agreement allows the SSJCFA to procure these services independently from any one member agency.

17. Are any of the Employer's employees currently participating in or reported to CalPERS by or through another entity?

☐ No.

☒ Yes. If yes, please explain the current arrangement and identify any other entity(ies) or organization(s) involved.

The City of Tracy is the current "employer of record" and administers the CalPERS agreement for retirement benefits of all employees. The SSJCFA procures personnel from the City of Tracy via a Personnel Agreement (enclosed). The City of Tracy reports all transactions to CalPERS regarding employees assigned to the SSJCFA.

The initial member agencies of the SSJCFA desire to transition to having the Authority employ its own personnel. In the event the Authority elects to employ its own personnel, the Chief Executive Officer is to prepare a "Personnel Plan". Section 1.6 Employment of Personnel and Administration of Services of the JPA agreement details the process for development of the "Personnel Plan" which includes the allocation of pension liabilities and obligations. This application is a necessary step to transition the "employer of record" from the City of Tracy to the Authority.

18. Please submit your recent Independent Auditor's Report.

Please find the enclosed copies of the Independent Auditor's Reports for both the City of Tracy and the Tracy Rural Fire Protection District.



California Public Employees' Retirement System
Financial Office | Pension Contract Management Services &
Prefunding Programs
P.O. Box 942709
Sacramento, CA 94229-2709
TTY: (877) 249-7442
888 CalPERS (or 888-225-7377) phone • (916) 795-4673 fax
www.calpers.ca.gov

Employer Certification

The undersigned hereby agrees and acknowledges that Employer is aware and understands that the participation of its employees and retirees in one or more of the CalPERS benefit plans (the "CalPERS Plans") is subject to, among other things, the determination of Employer's eligibility to participate in a governmental plan pursuant to the Internal Revenue Code (the "Code"). Employer acknowledges that the Internal Revenue Service (the "IRS") is in the process of drafting regulations under Section 414(d) of the Code and that these regulations, when final, may impact Employer's eligibility to participate in the CalPERS Plans.

Employer understands that even if CalPERS determines that Employer is eligible to participate in the CalPERS Plans based upon its good faith interpretation of existing IRS guidance, upon publication of final Treasury Regulations pursuant to Section 414(d) of the Code (the "Final Regulations"), it may be determined that Employer would not be eligible to participate in a governmental plan under such Final Regulations. Employer further understands that in the event of such a determination, CalPERS will be obligated to comply with the Final Regulations and, if required, terminate the Employer's participation in the CalPERS Plans, including cancellation of all benefits for employees and retirees of the Employer (the "Termination").

By executing this Certification below, the undersigned certifies that all information provided to CalPERS in connection with Employer's application to contract, including all information provided in this Application, is true and correct. The undersigned agrees to update the information contained in this Application within ten (10) calendar days of the date the undersigned knows or should have known of any error or change to any information provided to CalPERS.

The undersigned certifies that he or she has been duly authorized by Employer to execute this Certification on behalf of Employer.

I, the official named below, acknowledge and declare I have read and understand the Application and Employer Certification. I am duly authorized to make this declaration on behalf of the above-named Employer, and declare the foregoing is true and correct as of the date of execution of this document. I further acknowledge my Employer's responsibility to provide updates in the event this information is determined to be incorrect or has changed.

Signature: _____

Name: Randall Bradley

Title: Fire Chief

Date: _____

Rev. Date January 2018
Page 13 of 13

Privacy Notice

The privacy of personal information is of the utmost importance to CalPERS. The following information is provided to you in compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974.

Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used for administration of Board duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to comply may result in CalPERS being unable to perform its functions regarding your status.

Please do not include information that is not requested.

Social Security Numbers

Social Security numbers are collected on a mandatory and voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be unable to verify eligibility for benefits without the number.

Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/ employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

Your Rights

You have the right to review your membership files maintained by the System. For questions about this notice, our Privacy Policy, or your rights, please write to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811 or call us at 888 CalPERS (or 888-225-7377).



May 2016

14.2 CALPERS JPA AMENDMENT

AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

THIS AMENDMENT is entered into by and between the City of Tracy, a municipal corporation ("City"), and the Tracy Rural Fire Protection District, a fire protection district formed pursuant to Health and Safety Code sections 13000 and following ("Fire District"). City and Fire District are collectively referred to as "Member Agencies."

RECITALS

WHEREAS, City and Fire District entered into a "Joint Powers Agreement of the South San Joaquin County Fire Authority" (the "Agreement") on February 20, 2018, and

WHEREAS, The parties wish to amend the Agreement to align with requirements of the California Government Code sections 6508.1-6508.2 regarding joint powers agreements that participate in or contract with a public retirement system and the liability of member agencies upon termination.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation by Reference.** This Amendment incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. **Terms of Amendment.**

A. Section 1.7 "Obligations of Authority" of the Agreement is amended to read as follows:

"Section 1.7 Obligations of Authority

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any Member Agency unless otherwise specified in Section 2.11 of this agreement.

B. ¹⁰⁵ Subsection (b) "Continued Liabilities" of Section 2.11 of the Agreement is amended to read as follows:

"Section 2.11 Termination of Authority: (b) Continued Liabilities.

Upon termination of this Agreement, unless otherwise determined by a court of competent jurisdiction, any continuing obligations of the Authority shall be borne by the Member Agencies in proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority, except as otherwise stated herein.

Each Member's Agency's proportionate share of CalPERS liability is determined by the cost allocation formula defined in Section 5.4 and in effect at the time the Authority is dissolved or insolvent. In the event the Authority is dissolved or becomes insolvent, or the agreement with CalPERS is terminated, each Member Agency is responsible for its

Amendment No. 1 to the Joint Powers Agreement of the South San Joaquin County Fire Authority
Page 2 of 2

proportionate share of all other outstanding Authority liabilities and obligations incurred during the Member Agency's membership in the Authority, allocated in accordance with the formula defined in Section 5.4 and in effect at the time of said dissolution or insolvency, so that the Member Agencies together have fiscal responsibility for 100% of the Authority's outstanding liabilities and obligations upon dissolution or insolvency."

3. Modifications. This Amendment No. 1 may not be modified orally or in any manner other than by agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

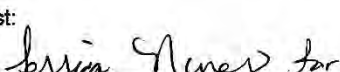
4. Severability. In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.

5. Signatures. The individuals executing this Amendment No. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment No. 1 on behalf of the District and the City. This Amendment No. 1 shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

By: 
Robert Rickman
Title: Mayor
Date: 10-17-19

Attest:
By: 
Adrienne Richardson
Title: City Clerk
Date: 10/18/19

Approved as to form

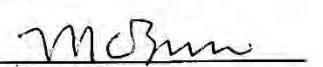
By: 
Leticia Ramirez
Title: Interim City Attorney
Date: 10/16/19

TRACY RURAL FIRE PROTECTION DISTRICT

By: 
Title: Board Chairperson
Date: 10-15-19

Attest:
By: 
Natalie Bowman
Title: Clerk of the Board
Date: 10-15-19

Approved as to form

By: 
Mark C. Bowman
Title: Attorney at Law, District Counsel
Date: 10-15-19

14.3 CALPERS PLAN RATES

CalPERS Actuarial Valuation - June 30, 2018
 Safety Plan of the City of Tracy
 CalPERS ID: 3260816880

Required Contributions

Required Employer Contribution		Fiscal Year 2020-21
Employer Normal Cost Rate		21.845%
<i>Plus, Either</i>		
1) Monthly Employer Dollar UAL Payment	\$	271,626
<i>Or</i>		
2) Annual UAL Prepayment Option*	\$	3,151,089
Required PEPRA Member Contribution Rate		13.00%
<i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly in dollars).</i>		
<i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31). Any prepayment totaling over \$5 million requires a 72-hour notice email to FCSD_public_agency_wires@calpers.ca.gov. Plan Normal Cost contributions will be made as part of the payroll reporting process. If there is contractual cost sharing or other change, this amount will change.</i>		
<i>In accordance with Sections 20537 and 20572 of the Public Employees' Retirement Law, if a contracting agency fails to remit the required contributions when due, interest and penalties may apply.</i>		
<i>For additional detail regarding the determination of the required contribution for PEPRA members, see Appendix D. Required member contributions for Classic members can be found in Appendix B.</i>		

	Fiscal Year 2019-20	Fiscal Year 2020-21
Normal Cost Contribution as a Percentage of Payroll		
Total Normal Cost	30.981%	31.489%
Employee Contribution ¹	9.334%	9.644%
Employer Normal Cost ²	21.647%	21.845%
Projected Annual Payroll for Contribution Year	\$ 17,295,970	\$ 18,538,061
Estimated Employer Contributions Based On Projected Payroll		
Total Normal Cost	\$ 5,358,464	\$ 5,837,448
Employee Contribution ¹	1,614,406	1,787,811
Employer Normal Cost ²	3,744,058	4,049,637
Unfunded Liability Contribution	2,827,833	3,259,512
% of Projected Payroll (illustrative only)	16.350%	17.583%
Estimated Total Employer Contribution	\$ 6,571,891	\$ 7,309,149
% of Projected Payroll (illustrative only)	37.997%	39.428%

¹ For classic members, this is the percentage specified in the Public Employees' Retirement Law, net of any reduction from the use of a modified formula or other factors. For PEPRA members, the member contribution rate is based on 50 percent of the normal cost. A development of PEPRA member contribution rates can be found in Appendix D. Employee cost sharing is not shown in this report.

² The Employer Normal Cost is a blended rate for all benefit groups in the plan. A breakout of normal cost by benefit group is shown in Appendix D.

Page 4

Normal Cost by Benefit Group

The table below displays the Total Normal Cost broken out by benefit group for Fiscal Year 2020-21. The Total Normal Cost is the annual cost of service accrual for the fiscal year for active employees and can be viewed as the long-term contribution rate for the benefits contracted. Generally, the normal cost for a benefit group subject to more generous benefit provisions will exceed the normal cost for a group with less generous benefits. However, based on the characteristics of the members (particularly when the number of actives is small), this may not be the case. Future measurements of the Total Normal Cost for each group may differ significantly from the current values due to such factors as: changes in the demographics of the group, changes in economic and demographic assumptions, changes in plan benefits or applicable law.

Rate Plan Identifier	Benefit Group Name	Total Normal Cost FY 2020-21	Number of Actives	Payroll on 6/30/2018
4924	Safety Fire First Level	N/A	0	N/A
25160	Safety Fire PEPRA Level	26.487%	13	1,109,853
25161	Safety Police PEPRA Level	30.524%	17	1,611,992
30696	Safety Police Second Level	40.357%	18	1,863,657
30697	Safety Police First Level	33.396%	52	6,154,299
30698	Safety Fire Second Level	28.172%	59	6,403,538

Note that if a Benefit Group above has multiple bargaining units, each of which has separately contracted for different benefits such as Employer Paid Member Contributions, then the Normal Cost split does not reflect those differences. Additionally, if a 2nd Level Benefit Group amended to the same benefit formula as a 1st Level Benefit Group their Normal Costs may be dissimilar due to demographic or other population differences. In these situations you should consult with your plan actuary.

APPENDIX F

Amended JPA Agreement

**AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT OF THE SOUTH SAN
JOAQUIN COUNTY FIRE AUTHORITY**

THIS AMENDMENT is entered into by and between the City of Tracy, a municipal corporation ("City"), and the Tracy Rural Fire Protection District, a fire protection district formed pursuant to Health and Safety Code sections 13000 and following ("Fire District"). City and Fire District are collectively referred to as "Member Agencies."

RECITALS

WHEREAS, City and Fire District entered into a "Joint Powers Agreement of the South San Joaquin County Fire Authority" (the "Agreement") on February 20, 2018, and

WHEREAS, The parties wish to amend the Agreement to align with requirements of the California Government Code sections 6508.1-6508.2 regarding joint powers agreements that participate in or contract with a public retirement system and the liability of member agencies upon termination.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation by Reference.** This Amendment incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

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B. Subsection (b) "Continued Liabilities" of Section 2.11 of the Agreement is amended to read as follows:

"Section 2.11 Termination of Authority; (b) Continued Liabilities.

Upon termination of this Agreement, unless otherwise determined by a court of competent jurisdiction, any continuing obligations of the Authority shall be borne by the Member Agencies in proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority, except as otherwise stated herein.

Each Member's Agency's proportionate share of CalPERS liability is determined by the cost allocation formula defined in Section 5.4 and in effect at the time the Authority is dissolved or insolvent. In the event the Authority is dissolved or becomes insolvent, or the agreement with CalPERS is terminated, each Member Agency is responsible for its

proportionate share of all other outstanding Authority liabilities and obligations incurred during the Member Agency's membership in the Authority, allocated in accordance with the formula defined in Section 5.4 and in effect at the time of said dissolution or insolvency, so that the Member Agencies together have fiscal responsibility for 100% of the Authority's outstanding liabilities and obligations upon dissolution or insolvency."

3. **Modifications.** This Amendment No. 1 may not be modified orally or in any manner other than by agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

4. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.

5. **Signatures.** The individuals executing this Amendment No. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment No. 1 on behalf of the District and the City. This Amendment No. 1 shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

By: 
Robert Rickman
Title: Mayor
Date: 10-17-19

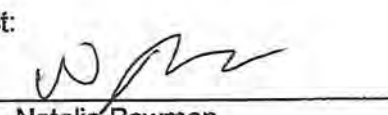
Attest:
By: 
Adrienne Richardson
Title: City Clerk
Date: 10/18/19

Approved as to form

By: 
Leticia Ramirez
Title: Interim City Attorney
Date: 10/16/19

TRACY RURAL FIRE PROTECTION DISTRICT

By: 
Title: Board Chairperson
Date: 10-15-19

Attest:
By: 
Natalie Bowman
Title: Clerk of the Board
Date: 10-15-19

Approved as to form

By: 
Mark C. Bowman
Title: Attorney at Law, District Counsel
Date: 10-15-19

APPENDIX H

Employee Agreements

Terms and Conditions of Employment

(Awaiting conclusion of Tracy negotiations)

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH SAN JOAQUIN COUNTY FIRE
AUTHORITY

AND

THE SOUTH COUNTY FIRE CHIEF
OFFICERS ASSOCIATION
(SCFCOA)

January 1, 2021 through June 30, 2021



Human Resources Department
835 N. Central Avenue
Tracy, CA 95376
(209) 831-6700

SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION (SCFCOA)
January 1, 2021 through June 30, 2021

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CITY OF TRACY
SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
January 1, 2021 – June 30, 2021

Representatives of the South County Fire Chief Officers Association and representatives of the South San Joaquin County Fire Authority have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Fire Battalion Chief Bargaining Unit, freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer/employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

The Agreement shall be presented to the South San Joaquin County Fire Authority Board of Directors as the joint recommendations of the undersigned for base salary and employee benefit adjustments for the period commencing January 1, 2021 through June 30, 2021.

Section 1. Recognition

1.1 Association Recognition

The South County Fire Chief Officers Association, hereinafter referred to as the "Association", is recognized as the exclusive representative as provided in the South San Joaquin County Fire Authority's Employer/Employee Relations Resolution for all employees assigned to the classifications set forth below:

Fire Battalion Chief

1.2 Authority Recognition

The Authority Fire Chief, or where delegated by the Authority Fire Chief, the Authority Fire Chief's representative is the representative of The South San Joaquin Fire Authority, hereinafter referred to as the "Authority."

1.3 City of Tracy Seniority and Rank Recognition

The Authority shall recognize each member of the Association's rank, date of hire, general seniority and seniority in rank as utilized and established by the City of Tracy prior to the enactment of this MOU.

Section 2. No Discrimination

The Authority agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the Authority. Neither the Authority nor the Association shall discriminate for or against any employee or applicant for employment on

account of race, color, creed, national origin, age, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards Military or veteran status.

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the Authority shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the Authority shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the Authority unless a dispute arises about the existence or terms of the authorization.

The Authority shall direct employee requests to cancel or change dues deductions to the Association. To the extent required by law, the Authority will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the Authority change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the Association is in a non-pay status for the pay period when his dues would normally be withheld, no dues withholding will be made to cover that withholding from future earnings nor will the member deposit the amount with the Authority which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the base salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the Authority based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the Authority harmless against any claims made and/or any suit instituted against the Authority which may arise as a result of the application of this Section, including but not limited to Association dues. Any amounts paid in

error shall be adjusted in subsequent payment.

3.2 Use of Authority Facilities and Bulletin Boards

The Association may, with the prior approval of the Fire Chief or their designee, use Authority facilities, during non-working hours for meetings of Authority employees, provided space is available.

The use of Authority equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Association.

The Association may use portions of Authority bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The Authority reserves the right to determine where bulletin boards shall be placed.

Section 4. Association Representatives

4.1 Attendance at Meetings by Employees

Any bargaining unit member who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee shall be entitled to Association representation at such meeting; provided, however, such representation shall include no more than one Authority employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary to the meeting.

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Fire Chief. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the employee organization such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall be conducted in accordance with department policy and procedures.

The Association shall designate in writing to the Personnel Officer or Human Resources Department Designee the names of the Association's officers and designated representatives.

4.3 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written

reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document. An employee shall have the right to have their written comments attached to items contained in their personnel file.

4.4 List of Employees

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), and subject to exceptions provided in Government Code Section 6254.3(c), the Authority shall provide the SCFCOA with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the South San Joaquin County Fire Authority for all employees within the SCFCOA once every 120 days. In addition, a report of all SCFCOA hires will be provided to the association within 30 days of the hire date. Finally, in January of each year, the Authority will also provide a list of all employee orientation dates for the calendar year.

4.5 Advance Notice

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the Authority and directly relating to matters within the scope of representation and shall be given the opportunity to meet and confer with management representatives prior to adoption.

4.6 Firefighters Procedural Bill of Rights

The Authority agrees to adhere to the provisions of the Firefighters Procedural Bill of Rights (FBOR) as contained in California Government Code Sections 3250-3262, in all matters in which the provisions of the FBOR apply.

Section 5. Salary Plan

5.1 Salary

The salary schedule for each classification is detailed in the South San Joaquin County Fire Authority's Master Salary Schedule.

5.2 Pay Days

Employees shall be paid biweekly, every other Friday beginning on Friday, January 8th, 2021.. If payday falls on a holiday, then payday is the preceding business day. Every effort will be made to distribute paychecks to departments so that shift workers may obtain their paychecks at the end of the shift prior to payday. No employee is authorized to cash or deposit paychecks in their possession prior to the date printed on the check. The payroll period is subject to change in the future.

Routine paychecks shall be for the purpose of compensating for regular hours including but not limited to vacation and sick leave usage. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

All exceptions to pay, such as vacation and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.

5.3 Salary for New Employees

The base salary for a new employee entering Authority employment shall be the minimum salary step for the classification to which the employee is appointed, unless the Authority determines that appointment to another step is in the best interest of the service.

5.4 Salary Range

Each employee shall have a base salary range with pre-established advancement steps within the range.

Base salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Work in a Higher Classification (Out-of-Class Pay)

An employee who is assigned to perform the duties of a higher classification shall receive the pay of the higher classification for all hours so assigned. After making such assignments, the Authority shall not reassign for the sole purpose of avoiding payments of such higher amounts. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum of five percent (5%) increase but no less than Step A and no more than Step E of the higher classification. Details regarding the processing of Personnel Action Forms and effective dates for out-of-class pay are contained in the Administrative Procedure on Out-of-Class Pay.

5.6 CalPERS Contribution

For classic employees, the Authority's contract with the California Public Employee's Retirement System (CalPERS) includes the single highest year retirement formula; the CalPERS 1959 Survivor Benefit level Four (4) to all employees covered under this agreement and the three percent at 55 (3%@55) retirement benefit formula.

Employee hired by the South San Joaquin County Fire Authority on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7@57) retirement formula with a three year compensation period.

Employees who receive the CalPERS retirement formula of 3% @55 shall pay the 9% of salary of employee contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee portion of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

5.7 Advancement (Step Increases)

At the completion of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis thereafter until the attainment of Step E. All step increases shall be based on satisfactory

performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Fire Chief and approval of the Authority Fire Chief.

Section 6. Hours of Work

6.1 Workweek and FLSA Work Period

The workweek for all employees shall be from Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m. and workday shall mean 7:00 a.m. to 6:59 a.m. The work period 56 hour employees shall follow the provisions under the 7K exemption of the Fair Labor Standards Act (Exception – 40 hour per week employees). The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

Section 7. Battalion Chief Coverage

7.1 Battalion Chief Coverage Stipend

Battalion Chiefs shall receive an additional stipend of \$77.02 per hour (\$1,848.48 per 24-hour shift) under the following conditions:

- Covering an additional shift due to scheduled leave and/or unscheduled absence of the assigned Battalion Chief (vacation, sick leave, etc.)
- Assigned as a Strike Team or Task Force Leader if the assignment results from an order requested by the California Office of Emergency Services (OES) and is eligible for reimbursement under the terms and conditions of the California Fire Assistance Agreement.
- Assigned as a resource or a part of a Strike Team or Task Force, and is eligible for reimbursement under the terms and conditions of the California Fire Assistance Agreement.
- Emergency call-back and emergencies that extend beyond normal shift hours;
- Upstaffing for special events and other high risk needs as determined by the Fire Chief.

Stipend pay is pro-rated to the nearest quarter-hour. For out-of-county mutual aid assignments, the stipend hours paid are for all hours spent by the employee, outside of normal scheduled work hours, from portal to portal for purposes of the assignment.

Stipend Pay **shall not be paid** for Battalion Chiefs performing their normal assigned duties including but not limited to the following:

- Staff meetings
- Special projects;
- Appearances before Authority Board of Director;
- Public information presentations;
- Activities involved with the completion of normal activities or programs;
- Training, college coursework, conferences and symposiums

7.2 Acting (Move-up)

When a vacancy occurs in the Battalion Chief rank due to scheduled leave (e.g. vacation, sick leave, etc.) or out-of-county mutual aid response as indicated above (#2 -Battalion Chief Coverage Stipend), the incumbent Battalion Chiefs will have first right of refusal to backfill the vacancy. In the event no incumbent Battalion Chiefs volunteer to backfill the vacancy, a qualified Fire Captain may move up to temporarily act in the Battalion Chief classification.

The Fire Chief retains the right to make Acting Battalion Chief assignments at their sole discretion. Acting Battalion Chief assignments shall not be made as alternatives to promotions.

Section 8. Differentials/EMT Training

8.1 EMT Training

The Department agrees to continue to provide EMT CE (Continuing Education) as part of its regular training schedule to allow all employees to maintain ongoing EMT certification, to the extent operationally feasible.

However, in the event that an employee is on leave or does not avail their self of the Authority training opportunities, it will remain the responsibility of the employee to complete the EMT course and recertify as required. It shall be the Authority's responsibility to provide an EMT course or reimburse employees for the cost of taking the course or pay employees for time spent attending such courses.

8.2 Hazardous Materials Response Team

The Authority intends to provide the ability to respond to and mitigate hazardous materials (Haz-Mat) incidents above the first responder level. To accomplish this, the Department policy will be followed and the department may staff each shift with Hazardous Materials Technicians/Specialists at the Fire Chief's discretion.

8.3 Bilingual Pay

Upon adoption of this Agreement, employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the Authority that the employee possesses the needed language skills; and,
- b. Certification from the Fire Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Fire Chief as beneficial to the Authority.

Section 9. Allowances

9.1 Education Reimbursement

An employee who completes a course of study will be reimbursed for books, supplies and tuition for educational course(s) if the employee obtains the written approval from the Fire Chief or the Fire Chief's express designee(s) prior to initiating the educational course(s). Educational courses

that qualify for education reimbursement must be 1) taken at public and non-public accredited colleges or universities in California, or 2) be a component of a certified paramedic program, or 3) be an educational course approved by the California State Fire Marshal or 4) any other class which the Fire Chief deems appropriate and relevant to the Fire Department. A grade of "C" or better or an equivalent passing grade is required in order to receive reimbursement.

Mileage reimbursement or transportation shall only be provided for those courses the Authority directs (but does not merely approve) the employee to attend.

Educational reimbursement shall be capped at no more than \$2,500 paid per fiscal year. Authority also agrees to allow any mandatory fees as a reimbursable expense in addition to tuition, supplies and books not to exceed the cap of \$2,500.

9.2 Credit for Training

Responsibility for developing training programs for employees shall be assumed by the Fire Chief or his designee. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. All completed training should be filed with the training officer who will then submit it to Human Resources for filing.

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed with the Administrative Division Chief.

9.3 Uniforms

The Authority shall provide each employee an annual uniform allowance of \$915. Uniform allowance will be paid separate from payroll checks and will be issued on the first paycheck by a newly hired employee and annually thereafter on June 30 or the last business day before June 30.

9.4 Equipment and Clothing Return

All Authority-furnished equipment and clothing remains in the ownership of the Authority and must be returned when an employee leaves employment.

9.4.1 Helmets

Employees retiring with 10 years or more of South San Joaquin County Fire Authority service will have the option to purchase their leather helmet from the Authority at a prorated fee based on the depreciation schedule as determined by the Finance Department.

9.5 Mileage Reimbursement

An employee who is required to provide transportation for the performance of their job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. It is understood that such reimbursement does not apply to commuting by employees to or from their residences. Preapproval of the Fire Chief is required for reimbursement.

9.6 Payment for Required Training

In the event that a specialized team is formed and the department requires training, the Authority shall pay for such training cost and time at appropriate rates.

9.7 Deferred Compensation

SCFCOA employees' shall be eligible for an Authority matching contribution to their deferred compensation plan. The employee will receive an Authority matching contribution up to percent five (5%) of their annual salary to their deferred compensation plan. The amount of the Authority's matching contribution will depend on the amount of the employee's contribution. For instance, a 2% employee contribution will be matched with a 2% Authority contribution; a 5% employee contribution will be matched with a 5% Authority contribution.

The Authority and SCFCOA will meet to discuss the options of adding a Retirement Health Savings Account.

9.8 Management and Professional Development Benefit

SCFCOA employees shall receive \$960 per calendar year to be utilized at the discretion of each individual employee for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

Section 10. Holidays

10.1 Paid Holidays

Full-time employees on a forty (40) hour schedule shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.

The following are authorized holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Birthday (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day (4th Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- Floating Holidays (2)

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

10.2 Saturday and Sunday Holidays

Except for employees working in a seven (7) day operation, if a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee

shall be granted Friday as a holiday.

10.3 Holiday In-Lieu Pay

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a fifty-six (56) hour schedule shall be granted a bank of 156 hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate.

Holiday In-Lieu Pay

Holiday in-Lieu pay shall be paid to employees on a fifty-six (56) hour schedule. Holiday leave hours not used during a given six (6) month period shall be converted as follows:

12 hours of holiday leave not used = 9 hours of Holiday in-Lieu pay.

Holiday in-Lieu pay is in addition to the employee's regular base salary and shall be based on the following formula:

Annual salary (base salary + incentives in effect during the previous six month period period) divided by 2,912 hours = Holiday in-Lieu hourly rate.

Holiday in-Lieu pay will be paid on separate checks on or before June 30th and December 15th with one half of the annual amount being paid on each of these dates.

10.4 Management Leave

Association Members are exempt from FLSA. In recognition of the need to devote more than fifty-six (56) hours per week to their duties, management leave in the amount of 120 hours per calendar year shall be granted to Association Members.

Section 11. Vacation Leave

11.1 Vacation Benefits

A. Employees on a forty (40) hour work week shall be entitled to annual vacation leave prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year - ninety-six (96) hours per year.

From beginning of 6th year of continuous employment through completion of 10 year - one hundred and thirty-six (136) hours per year.

11-15 years of continuous employment-one hundred and seventy-six (176) hours per year.

16-20 years of continuous employment - one hundred and ninety-two (192) hours per year.

20 years or more continuous employment - eight (8) additional hours per year for each year of service.

B. Employees on a fifty-six (56) hour work week shall be entitled to annual vacation leave

prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year - One hundred forty-four (144) hours per year.

For service beginning with the sixth year of continuous employment through completion of the 10th year, each employee shall accrue two hundred sixteen (216) hours per year

;

11-15 years of continuous employment, each employee shall accrue two hundred fifty-two (252) hours per year;

16-20 years of continuous employment, each employee shall accrue two hundred eighty-eight (288) hours per year;

20 years or more of continuous employment, each employee shall accrue twelve (12) additional hours per year for each additional year of service.

C. Employees transferring between 40-hour and 56-hour schedules

- a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from a change between 40-hour and 56-hour schedules.

11.2 Vacation Accumulation

Earned vacation time may be accumulated from year to year, but an employee shall not be allowed to accumulate more than two (2) times their current annual vacation entitlement. Except as provided below, an employee who has reached their maximum allowable accumulation will not accrue vacation leave until such time as their vacation leave balance drops below the applicable maximum accumulation.

With prior written approval from the Authority Fire Chief, an employee may accumulate vacation leave in excess of the above-described limit. The decision of the Authority Fire Chief shall be final.

11.3 Vacation Usage

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The Fire Department's vacation schedule shall be established with primary consideration for the needs of the Authority, but with as much regard as possible for the wishes of the employee and in accordance with current Fire Department policies. Leave may be taken only after it has been earned, subject to the above restrictions. No employee may take vacation during the first six months of employment.

11.4 Vacation Leave Special Account for Association Use

Employees may voluntarily donate vacation time, up to a maximum of twelve (12) hours per employee per calendar year to a Vacation Leave Special Account to be used by SCFCOA members in order to attend association related training and other activities. Such account shall not exceed four hundred eighty (480) hours per calendar year. Such donation shall be voluntary and not retractable as demonstrated by written request and notice provided by the employee to the Authority's Finance Manager. Such leave shall be requested at least one (1) Authority Hall

business day in advance. All such leave must be approved in writing by the Fire Chief or their express designee(s) in order to ensure proper accounting, record keeping, and scheduling.

11.5 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work.

The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation

Section 12. Sick Leave

12.1 Accrual

All regular employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

- a) Employees on a 56-hour schedule - two hundred eighty-eight (288) per year.
- b) Employees on a 40-hour schedule shall accrue sick leave at the rate of ninety-six hours per year.
- c) Employees transferred from a 40-hour schedule to a 56-hour schedule shall have all unused sick leave hours accumulated at the time of schedule change adjusted based upon the accrual rate for the 56-hour employees.
- d) Employees transferred or temporarily assigned from a 56-hour schedule to a 40-hour schedule
 - a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from the change from the 56-hour schedule to a 40-hour schedules.

12.2 Approval

Sick leave may be requested and used as approved by the Fire Chief. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor.

Failure to request approval of the use of sick leave prior the commencement of the shift for which leave is requested may result in loss of the sick leave privilege for the subject shift. Sick leave shall not be granted for disability arising from any sickness or injury purposely inflicted or caused by the employee's willful misconduct.

12.3 Usage

Sick leave shall be requested and granted only in cases of actual personal sickness or disability,

medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family where attendance at the employee's residence is required or for emergency medical care. Each day utilized for this leave shall be subtracted from sick leave entitlement.

The Authority may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the department head may extend family sick leave provisions beyond six (6) days per year. For the purpose of this subsection, "immediate family" shall mean the employee's spouse or domestic partner, parents and dependent children.

Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.

12.4 Doctor's Certificate

It is understood that the South San Joaquin County Fire Authority has a legitimate concern in preventing abuse of sick leave claims. If the Authority has a reason to believe that sick leave is being abused, it may request that any absence be verified. The Authority's right to verify an absence includes the right to require a doctor's excuse at any time. The Authority may prescribe forms to be used for said verification.

The Fire Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of their position.

12.5 Sick Leave Upon Death

Upon death, the estate of the employee shall receive straight-time pay for all accrued sick leave in excess of 1,440 hours.

If an employee terminates or is terminated for any reasons, all accumulated sick leave shall be canceled; provided however, accumulated unused sick leave shall be credited to such employee if the employee returns to South San Joaquin County Fire Authority employment within two (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

Any employee covered by this Agreement may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the Authority's group health plan, at group rates, provided the Authority receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the Authority's insurance carrier regarding coverage and

eligibility shall apply to the employee and their dependents.

12.7 Retiree Health Savings Account

The Authority agrees to explore a tax-deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves.

12.8 Catastrophic Leave

Employees covered by this Memorandum of Understanding shall be eligible to participate in the Authority's Catastrophic Leave Program as described in the Authority's Catastrophic Leave Policy and Procedure.

Section 13. Workers' Compensation

All employees receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Section 14. Disability Insurance

The Authority shall contribute up to a maximum of \$79.00 per month to pay the premium on behalf of each represented employee as follows:

100% of the monthly premium for the LTD Plan provided by the Tracy Fire Fighters Association California Association of Professional Firefighters (CAPF).

100% of the monthly premium for the Long Term Care policy provided by the Association through the CAPF.

In no case shall the Authority's total monthly contribution exceed \$79.00 per month per employee. In the event the premium exceeds \$79.00 per month, the employee will be responsible to pay the difference.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the Authority Fire Chief may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return shall be cause for discharge.

A leave of absence without pay up to three (3) days can be approved by the Fire Chief.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence shall be allowed not to exceed five (5) consecutive calendar days. The employee may, with the department head's permission, utilize vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse or domestic partner, child, stepchild, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the Authority for not less than one year shall be entitled to receive Authority base salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.
- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full base salary and benefits, including within-class pay step increases as would have been received had the employee remained for that period of time in active service with the Authority. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.
- (c) Persons employed by the South San Joaquin County Fire Authority to fill positions made vacant by employees on military leave of absence shall hold such positions subject to being laid off upon any of the said employees being restored to their former positions. Employees promoted to fill positions made vacant by employees on military leave shall hold such positions subject to being restored to their former positions upon return of the employee.

15.4 Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA)/Pregnancy Disability Leave (PDL)

The parties acknowledge the applicability of the Family and Medical Leave Act, California Family Rights Act and Pregnancy Disability Leave and intend to comply with Federal and State law and regulations.

15.5 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Any employee whose name shall be selected from the list of trial jurors to serve as juror in a civil or criminal action pending in a State or Federal Court convening in the State of California, shall be entitled to a leave of absence for all their regularly scheduled shifts during the court days of such service; provided, however, that the employee shall report to work if released from jury service prior to 5:00 PM and does not have to report to jury service the following day.

Such leaves of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings and any amount they receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee. Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.6 Voting Leave

Employees shall be granted sufficient time to vote without loss of compensation up to a maximum of two (2) hours during municipal, primary and general elections.

15.7 Absence Reports

Absence of all employees on vacation leave, sick leave, compensation leave and leaves without pay granted by the Fire Chief, shall be reported to the Human Resources Department. Such reports of absence shall indicate the hour and date of employment and regular days off included within the period of absence.

15.8 Attendance

Failure on the part of an employee absent without leave to return to duty within 24 hours after notice of return shall be cause for discharge.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided

The Authority offers CalPERS PEMHCA Health Benefits.. During the term of this Agreement the Authority reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

16.2 Dental

The Authority shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

16.3 Vision Care

The Authority shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

16.4 Life Insurance

The Authority provides Life Insurance in the amount of Fifty Thousand Dollars (\$50,000). This coverage will be mandatory for all employees. The Authority will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

16.5 Cafeteria Plan

16.5.1 Authority Contribution

The Authority shall maintain an account for each full-time employee in regular or probationary status within the Authority's cafeteria plan. The Authority shall make monthly payments of no more than the annual maximum amount for the employee's

benefit level, either family or employee only, to each employee's account.

16.5.2 Cash Out Options

The the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan.

16.5.3 Future Contributions

Future plans to which Authority employees subscribe, the Authority will increase the Authority's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any Authority increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical, dental and/or vision plans, the Authority shall make a payroll deduction from the employee's pay to cover the difference in cost.

16.5.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for dental care, and/or 3) payment of premium charges for vision. The Authority also independently funds life insurance premiums through each employee's account.

Each employee shall provide the HR Manager or designee in writing on a form provided and at times designated by the Authority each year all information necessary to administer the Flexible Benefit Program during the twelve month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event

16.5.5 Notification of Changes In Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer of any change to the number of their dependents which affects the amount of the Authority payment on behalf of the employee. Changes in flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the HR Manager. No retroactive payments shall be allowed.

16.6 Flexible Benefits Plan (IRS Section 125)

The Authority agrees to maintain the Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The Authority will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates

that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Authority Fire Chief or, under their direction, the Fire Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new employees shall be twelve (12) months. Merit increases will occur after twelve (12) months on the basis of merit.

The probationary period for promoted employees shall be twelve (12) months.

Any employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof.

17.3 Promotion

Any employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion, including their seniority. Those rights can only be affected for cause.

The Fire Chief may extend the probationary period in three month increments not to exceed one (1) year if they feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be made by the Fire Chief or their designee at regular intervals during the probationary period according to rules established by the Authority Fire Chief.

Section 18. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied classification or position in the Authority service, unless that employee has been offered the temporary work.

When the Fire Chief is instructed by the Authority Fire Chief to reduce the number of employees, layoffs shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by job classification according to reverse order of seniority as defined by total Authority service

- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he previously held permanent status, provided the displaced employee has less total Authority service. Total Authority service means Authority service as a full-time employee
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and job specifications for the position
- (d) The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years
- (e) Former employees appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off
- (f) The Authority Fire Chief may require former employees appointed from a reemployment list to undergo a physical examination, including a drug test

Section 19. Separation from Service

19.1 Resignation

Any employee wishing to resign from employment shall file with the Fire Chief a notice of intention to leave at least two (2) weeks in advance. Upon completion and signing of a form disclosing the reasons for leaving, the resigning employee shall be entitled to their final paycheck following completion of their final day's work.

19.2 Reinstatement

A permanent employee who has resigned in good standing may request a reinstatement and the Authority Fire Chief may reinstate such employee to a vacant position, if the Authority Fire Chief determines reinstatement will be in the best interest of the service.

The Authority Fire Chief may require such employee to submit to a physical examination, including a drug test, and may require the employee to serve a new probationary period.

19.3 Discharge

An employee may be discharged at any time by the Authority Fire Chief for cause. Whenever it is the intention of the Fire Chief to discharge an employee, the Authority Fire Chief shall be notified and their prior approval obtained.

Section 20. Employee Conduct

20.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the The South San Joaquin Fire Authority.

20.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the Authority Fire Chief, the Department Directors, nor the Controller, for the purpose of making collections.

20.3 Outside Employment

Employees may be employed in other jobs but other employment shall not be a job which provides an essential emergency service that would be a conflict of interest with the fire service job.

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their Authority employment.

20.4 Private Use of Authority Equipment

No Authority facility or equipment shall be put to any private use without the permission of the Authority Fire Chief.

Section 21. Conditions of Service

21.1 Service with the South San Joaquin County Fire Authority shall be regulated by the Personnel Rules and Regulations for the positions covered by this Agreement.

21.2 The Personnel Rules and Regulations are generally implemented through the Authority's Administrative Policies & Procedures and -Guidelines.

21.3 The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules and Regulations.

21.4 Association Members have the right to appeal conditions of service through the grievance procedure contained in the Personnel Rules and Regulations.

21.5 In the event an employee receives an overpayment by the Authority, the employee shall reimburse the Authority for the total overpayment and the Authority may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the Authority may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Authority Personnel Officer or designee.

Section 22. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions

for provisions rendered or declared illegal.

Section 23. Past Practices and Existing Memoranda of Understanding

The term of this agreement is from July 1, 2020 through June 30, 2021.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

Made and entered into this 4th day of September, 2020.

SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION

CITY OF TRACY

By: _____
Scott Arganbright, SCFCOA President

By: _____
Randall Bradley, Authority Fire Chief

By: _____

By: _____

By: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH SAN JOAQUIN COUNTY FIRE
AUTHORITY

AND

THE TRACY FIREFIGHTERS ASSOCIATION
(TFFA)

January 1, 2021 through June 30, 2021



835 N. Central Avenue
Tracy, CA 95376
(209) 831-6700

TRACY FIREFIGHTERS ASSOCIATION (TFFA)
January 1, 2021 through June 30, 2021

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CITY OF TRACY
TRACY FIREFIGHTERS ASSOCIATION (TFFA)
MEMORANDUM OF UNDERSTANDING
January 1, 2021 – June 30, 2021

Representatives of the Tracy Firefighters Association and representatives of the South San Joaquin County Fire Authority (Authority) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Fire Bargaining Unit, freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer/employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

The Agreement shall be presented to the Authority Board of Directors as the joint recommendations of the undersigned for base salary and employee benefit adjustments for the period commencing January 1, 2021 through June 30, 2021.

Section 1. Recognition

1.1 Association Recognition

The Tracy Firefighters Association, hereinafter referred to as the "Association", is recognized as the exclusive representative as provided in the Authority's Employer/Employee Relations Resolution for all employees assigned to the classifications set forth below:

Fire Captain
Fire Engineer
Firefighter Paramedic
Firefighter

1.2 Authority Recognition

The Authority Fire Chief, or their designee is the representative of the South San Joaquin County Fire Authority, hereinafter referred to as the "Authority."

1.3 City of Tracy Seniority and Rank Recognition

The Authority shall recognize and maintain each employee's rank, date of hire, general seniority and seniority in rank from the employee's service with the City.
This is not substantive, just stylistic.

Section 2. No Discrimination

The Authority agrees not to discriminate against any employee because of membership or activities on

behalf of the Association. Association activities shall not interfere with the normal operation of the Authority. Neither the Authority nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards established.

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures set forth herein.

Employees shall be entitled to have dues deducted by filling out, signing and filing with the Authority, an authorization form provided by the Authority.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized.

When a member in good standing of the Association is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the Authority which would have been withheld if the member had been in a pay status during that period.

In the case of an employee who is in a non-pay status during only a part of the pay period and the base salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the Authority shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the Authority harmless against the claims made and against any suit instituted against the Authority on account of check-off of employee organization dues. Any amounts paid in error shall be adjusted in subsequent payment.

3.2 Use of Authority Facilities and Bulletin Boards

The Association may, with the prior approval of the Fire Chief or his designee, use Authority facilities, during non-working hours for meetings of Authority employees, provided space is available.

The use of Authority equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Association.

The Association may use portions of Authority bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The Authority reserves the right to determine where bulletin boards shall be placed.

Section 4. Association Representatives

4.1 Attendance at Meetings by Employees

Any employee represented by this MOU who is directed to attend a meeting which one of the issues is proposed discipline shall be entitled to Association representation as provided by the Firefighters Bill of Rights (FOBR).

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted to officers and officially designated representatives of the Association for the purpose of contacting employees represented by this MOU concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the employee organization such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall be conducted in accordance with department policy and procedures.

The Association shall designate in writing to the Human Resources Manager the names of the Association's officers and designated representatives.

4.3 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document. An employee shall have the right to have his/her written comments attached to items contained in his/her personnel file.

4.4 List of Employees

Twice a year, the Human Resources Manager shall furnish the names, classifications and date of hire of employees assigned to classifications in the bargaining unit; provided, however, the Human Resources Manager shall not be required to provide such information in any format other than one already in use.

4.5 Advance Notice

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the Authority and directly relating to

matters within the scope of representation and shall be given the opportunity to meet and confer with management representatives prior to adoption.

4.6 Firefighters Procedural Bill of Rights

The Authority agrees to adhere to the provisions of the Firefighters Procedural Bill of Rights (FBOR) as contained in California Government Code Sections 3250-3262, in all matters in which the provisions of the FBOR apply.

Section 5. Salary Plan

5.1 Salary

The salary schedule for each classification is detailed in the South San Joaquin County Fire Authority's Master Salary Schedule which is consistent with the salaries that were in effect on December 31st, 2020 in the MOU between the City of Tracy and the Association

5.2 Pay Days

Employees shall be paid biweekly, every other Friday. If payday falls on a banking holiday, then payday is the preceding business day. Every effort will be made to distribute paychecks to employees so that shift workers may obtain their paychecks at the end of the shift prior to payday. No employee is authorized to cash or deposit paychecks in their possession prior to the date printed on the check.

Routine paychecks shall be for the purpose of compensating for regular and overtime hours including but not limited to vacation and sick leave usage. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

5.3 Salary for New Employees

The base salary for a new employee entering Authority employment shall be the minimum salary step for the classification to which the employee is appointed, unless the Authority determines that appointment to another step is in the best interest of the service.

5.4 Salary Range

Each employee shall have a base salary range with pre-established advancement steps within the range.

Base salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Salary Upon Promotion

When employees are promoted, they shall receive the first step in the base salary range for their new position. However, if this results in a base salary increase of less than five percent (5%), they shall receive a step increase which provides a minimum of five percent (5%) increase, provided that in no event will the new base salary be above Step E of the promoted class.

5.6 Salary Upon Demotion

When an employee is demoted, that employee's compensation shall be adjusted to the base salary which most closely approximates the employee's base salary in the higher classification; provided in no event shall that new base salary be above the fifth step of the lower classification. If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification (Out-of-Class Pay)

An employee who is assigned to perform the duties of a higher classification shall receive the pay of the higher classification for all hours so assigned. After making such assignments, the Authority shall not reassign for the sole purpose of avoiding payments of such higher amounts. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum of five percent (5) increase but no less than Step A and no more than Step E of the higher classification. An employee who is serving in an acting assignment and who performs overtime work during the time worked in the acting assignment, will receive pay for such overtime work at a rate of one and one-half (1.5) times the compensation received for the acting assignment. Employees will not be allowed to remain in such assignments beyond the limits set forth by Cal-PERS. Details regarding the processing of Personnel Action Forms and effective dates for out-of-class pay are contained in the Administrative Procedure on Out-of-Class Pay.

Regarding "move up" of personnel in acting capacity, the Human Resources Manager shall keep current Captain and Engineer eligibility lists in order to ensure that those "moved up", both desire to be utilized at a higher level and are qualified (via appropriate testing) to serve in an acting capacity. The eligibility lists will be utilized to qualify individuals for "move up" provided there are a sufficient number of candidates on the list. In the event an insufficient number of candidates is on a current eligibility list, the Fire Chief or his/her representative(s) will convene a special department labor-management meeting to discuss and come to a mutually beneficial alternate staffing solution prior to any decision being made.

5.8 CalPERS Contribution

The Authority's contract with the California Public Employee's Retirement System (CalPERS) includes the single highest year retirement formula; the CalPERS 1959 Survivor Benefit level Four (4) to all employees covered under this agreement and the three percent at 55 (3%@55) retirement benefit formula. The Authority shall pay the employer contribution for this CalPERS retirement benefit.

Employee hired by the South San Joaquin County Fire Authority on or after January 1, 2021, shall be considered a "new member" under the Public Employees' Pension Reform Act and shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7@57) retirement formula with a three year compensation period.

Employees who receive the CalPERS retirement formula of 3% @55 shall pay the 9% of salary of employee

contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee portion of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

Effective as soon as administratively possible, in accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee. In exchange, the Authority shall pay the corresponding salary increase that represents the 3% contribution. The parties agree that should the parties negotiate elimination of the 3% employer rate contribution by the employee or such employee contribution to the employer share becomes contrary to any subsequent rules, regulations and/or law(s) rendering the contribution null and void, the corresponding salary increases by the Authority conferred in this section shall also cease and become null and void.

5.9 Advancement (Step Increases)

At the completion of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis thereafter until the attainment of Step E. All step increases shall be based on satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Fire Chief and approval of the Authority Fire Chief.

5.10 Overpayment Resolution

In the event an employee receives overpayment by the Authority, the employee shall reimburse the Authority for the total overpayment, and the Authority may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the Authority may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Authority Finance Director.

5.11 Deferred Compensation

The Authority will continue to contribute 2.5% into employee's deferred compensation plan as established by the Authority.

Section 6. Hours of Work

6.1 Workweek and FLSA Work Period

The workweek for all employees shall be from Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m. and workday shall mean 7:00 a.m. to 6:59 a.m. The work period for fire suppression line employees shall follow the provisions under the 7K exemption of the Fair Labor Standards Act (Exception – 40 hour per week employees). The designated workweek shall remain permanent and may be changed

only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible. Therefore, the Authority shall pay an overtime premium equal to one-half (1/2) time pay for hours worked as prescribed under the FLSA. For employees assigned to 40-hour workweeks, overtime shall be work which is in excess of eight (8) hours per day and forty (40) hours per week.

6.2 Station/Shift Bidding

During October of each year, the Station/Shift Bidding process shall be conducted within each locked shift. The bid shall ensure that the operational needs of the Authority set forth by the Fire Chief in a meeting prior to the initiation of the bid process are met. Bids shall be made in descending order of rank beginning with Fire Captain, Fire Engineer, and Firefighter. Bids shall be made by seniority in rank.

The Executive Board will assign a union member(s) the duty of facilitating the bid. The bid shall be completed by October 31st and the results will be forwarded to Fire Administration for final approval. In the event there is a vacancy after the completion of the bid due to promotions, retirements, etc., the Executive Board shall assign a union member(s) to facilitate the bid for the vacant position and the results will be forwarded to Fire Administration for final approval.

Implementation of this bid process shall not impact the Authority financially in any way. The policy does not negate the Fire Chief's right to assign employees based on the Authority needs and workload.

Section 7. Overtime, Call-Back

7.1 Definition

Overtime is work which is in excess of the regular work shift and which has the prior approval of the Fire Chief or his designated representative. Overtime shall also be paid for work performed on the employee's scheduled days off. Leave time, whether paid or unpaid, is not included in computing the work period for FLSA overtime purposes.

7.2 Scheduled and Emergency Overtime

Unless excused by the Fire Chief, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Scheduled means at least twenty-four (24) hours prior notice. Failure or refusal of the employee to work overtime in accordance with this provision shall be grounds for discipline.

7.3 Overtime Compensation

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. For the purpose of overtime compensation, "regular rate of pay" includes premium pay. Overtime shall be computed by the following formula:

For 40-hour employees - hourly rate of pay equals monthly base salary plus premium pay times twelve (12) months divided by 2080 hours. Hourly regular rate of pay times number of hours worked in excess of forty (40) hours times one and one-half (1-1/2) equals overtime pay.

For 56-hour employees – hourly rate of pay equals monthly base salary plus premium pay times twelve

(12) months divided by 2912 hours. Hourly regular rate of pay times the number of hours worked in excess of the normal duty cycle and times one and one-half (1-1/2) equals overtime pay.

7.4 Call-Back Pay

Callback by means of telephone, cell phone notification or radio communication shall be required. Failure to respond to a callback after notification without justification may result in disciplinary action. Callback pay shall be on the following basis:

- (1) Employees are to be paid at the rate of one and one half times their normal rate of pay. Hours accumulated above the two-hour minimum shall be at the time and one-half rate. Compensation shall commence at the time of notification for those individuals contacted by phone.
- (2) Those employees contacted by phone for callback shall respond to the assigned station as directed within a reasonable period of time, obeying all traffic laws enroute.
- (3) Any off-duty employee who has not arrived at the station must notify the on-duty Battalion Chief of their response to be eligible for callback pay.
- (4) Should the release of off-duty personnel be prior to an elapsed time of 25 minutes from the time of response, then the 25-minute time frame shall be the cut off time for call-back pay. Any exceptions to this policy shall only be authorized by the Fire Chief.

Section 8. Differentials/EMT Training

8.1 EMT Training

The Authority agrees to continue to provide EMT CE (Continuing Education) as part of its regular training schedule to allow all employees to maintain ongoing EMT certification, to the extent operationally feasible.

In the event that an employee is on leave or does not avail himself/herself of the Authority training opportunities, it will remain the responsibility of the employee to complete the EMT course and recertify as required. It shall be the Authority's responsibility to provide an EMT course or reimburse employees for the cost of taking the course or pay employees for time spent attending such courses.

8.2 Education Incentive Pay

Upon completion of an AA or AS Degree, in Fire Science or related public safety field of study as determined by the Fire Chief, employees shall be eligible for a five percent (5%) incentive increase in pay. Equivalent incentive pay will be provided to an employee who has completed the Fire Science Credits and Certification, and who has obtained a B.A or B.S. Degree. Equivalent incentive pay will be provided to employees who have obtained a BA or BS Degree in related public safety field of study as determined by the Fire Chief. Details regarding procedures for education pay are contained in the Administrative Procedure on Education Incentive Pay.

8.3 Hazardous Materials Response Team Differential

The Department intends to provide the ability to respond to and mitigate hazardous materials (Haz-Mat) incidents above the first responder level. To accomplish this, the Authority will staff each shift with a minimum four (4) Hazardous Materials Technicians/Specialists.

The Authority will maintain either a minimum of 25 Hazardous Material Specialists or the number required by CalOES, whichever is greater. The Authority will offer the ability for Hazardous Material Specialist training for a minimum of five (5) personnel per year during the term of this MOU. Upon satisfactory completion of the training and receipt of Hazardous Material Specialist certification, the employee will be added to the Hazardous Material Team.

The Fire Chief has the discretion to add additional members to the Hazardous Material Team above the minimums outlined above. A member may not resign from the Hazardous Materials Team if doing so drops the number of team members below the minimum established number.

8.3.1 Selection and Requirements

An employee may volunteer to be assigned to the Hazardous Material Team by written submission to the Fire Chief. The Authority shall provide the initial Hazardous Materials Specialist training for individuals selected to join the Hazardous Materials Team. A Team member whose initial training has been provided by the Authority shall commit to serve on the Hazardous Materials Team for a minimum of three (3) years after assignment by the Chief and completion of the training.

All other Hazardous Materials training outside of the organization shall be subject to the approval process set forth in current Authority Standard Operating Procedures.

8.3.2 Selection of Team

The selection of which rank is filled shall be determined by the Fire Chief and Hazardous Materials program coordinator(s) based on the operational need of the Hazardous Materials Team. The selection of the rank will be based upon overall departmental seniority.

8.3.3 Authority Responsibilities

Each Hazardous Materials Team Member:

- Shall receive a minimum of 24 hours in-house training per fiscal year.
- The Authority may provide up to an additional 24 hours of outside training for Hazardous Materials Team members to be paid through overtime or absence/excused.

The position of Hazardous Materials Technician shall sunset at the expiration of this contract (6/30/21). All current Technicians must be Specialist if they choose to remain part of the Hazardous Materials Team.

Requirements and responsibilities of the Hazardous Materials Team shall be provided in an Authority Standard Operating Guideline (SOG).

8.3.4 Pay

Hazardous Material Technician: A Tracy Fire certified Hazardous Materials Technician shall receive an assignment pay of four percent (4%) which shall be added to the base rate of pay subject to section 8.3.3.

Hazardous Material Specialist: A Tracy Fire certified Hazardous Material Specialist team member shall receive an assignment pay of five percent (5%) which shall be added to the base rate of pay.

8.4 Bilingual Pay

Employees shall receive an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the Authority that the employee possesses the needed language skills; and,
- b. Certification from the Fire Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Fire Chief as beneficial to the Authority.

8.5 Pay For Performance

The Authority shall adopt a voluntary Pay for Performance Program that shall be available to all represented employees who have completed their probationary period. The Authority and Union agree to meet and discuss revisions to the existing Pay for Performance Program design, administrative process and benchmarks by which the program is evaluated. The Authority agrees to publish the new Program by September 1, 2006. Plans that have been submitted for approval as of January 2006 shall be held and reevaluated after September 1, 2006 and employees shall be offered an opportunity to resubmit a plan to conform to any new or revised Performance Program requirements.

The Pay for Performance Program shall designate a Project term. A represented employee who has been approved for a submitted project shall receive an additional Three percent (3%) of his/her base rate of pay during the approved Project period. An employee shall be eligible to participate in only one Pay for Performance Plan at a time. Performance Pay shall be paid in addition to any other Differential Pay for which an employee is eligible.

8.6 Paramedic Program

8.6.1 Pay

The Fire Chief shall determine the number of employees who are assigned to the Paramedic program and are paid a Paramedic incentive of twelve and one-half percent (12.5%) of top step Firefighter base pay for all hours paid. Employees who are licensed but not assigned to the Paramedic program shall not receive a Paramedic incentive.

This differential shall be incorporated into the base pay of employees in the Firefighter-Paramedic classification. An employee in the rank of Engineer or Captain shall receive this

differential as an incentive.

8.6.2 Maintenance of Certification

Should the Authority hire a sufficient number of licensed Paramedics to fully support the Paramedic Program, individual employees must notify, in writing, the Fire Chief of his/her request to withdraw from the Paramedic assignment. Requests will routinely be honored if there is a licensed Paramedic available to replace the Paramedic requesting withdrawal. If there is no licensed Paramedic to replace the Paramedic requesting withdrawal, the request will be denied until a replacement is available. Such request shall be submitted one (1) year in advance of the effective date of the requested withdrawal. In the event there are multiple requests for withdrawal, the most senior person(s) submitting the request(s) shall be allowed to withdraw, subject to an available replacement. At such time the Paramedic pay shall no longer be paid to the individual who has withdrawn from the Paramedic program.

The Authority agrees that the number of Paramedics needed to support the Paramedic Program shall be three (3) additional Paramedics per shift in excess of the minimum staffing for each Advanced Life Support (ALS) engine company. However, the Fire Chief may increase the number of assigned Paramedics beyond the minimum and will determine which fire station(s) shall have Paramedic staffing. The Fire Chief has the option to assign paramedics as appropriate based on operational needs.

Should the Authority pay for any portion of the initial Paramedic training for an employee assigned to the Paramedic program, that employee shall serve a minimum of three (3) years in the program. If the employee chooses to withdraw from the program following the provisions mentioned above, they will be responsible for a prorated reimbursement towards all costs incurred to the Authority for the initial training.

The Authority shall provide the following for all employees licensed as Paramedics and assigned by the Fire Chief to the Paramedic Program:

- (a) Authority to provide liability insurance.
- (b) Authority to pay for maintenance of required certification and Authority to pay for forty-eight (48) hours Of C.E. (Continued Education) every 2 years.
- (c) Authority to provide for San Joaquin County accreditation time, (required patient contacts) and skills maintenance when required.

8.6.3 Licensed Paramedics Not Assigned to the Paramedic Program:

The Authority shall provide the following for all employees licensed as Paramedics but not assigned to the Paramedic Program:

- (a) Maintenance of Certification: Using the existing education reimbursement process, the Authority will provide up to \$2500 per fiscal year for training necessary to maintain the employee's Paramedic license. Each employee is allotted up to 8 hours of compensated training hours per fiscal year for classes necessary for Continuing Education. In the event that the employee must attend classes during their regularly scheduled work shift, a maximum of 8

hours of overtime can be incurred for any backfill requirements, with the approval of the Fire Chief.

(b) Liability Insurance: The Authority will provide for the defense of civil actions brought against an employee and indemnify the employee for a judgment of compensatory damages pursuant to Government Code Sections 825 and 995.

(c) Authority to provide for San Joaquin County accreditation time, (required patient contacts) and skills maintenance when required. Such San Joaquin County accreditation activities shall occur during the employee's normal work shift.

8.7 Administrative Assignment Pay

Consistent with current practice, when Fire Administration assigns a suppression employee to an administrative assignment for a period of more than thirty (30) working days, the employee shall receive seven and one-half percent (7.5%) in addition to regular rate of pay. This shall not be applicable to employees on modified or light duty or employees being accommodated from their regular suppression assignment.

Section 9. Allowances

9.1 Education Reimbursement

An employee who completes a course of study will be reimbursed for books, supplies and tuition for educational course(s) if the employee obtains the written approval from the Fire Chief or the Fire Chief's express designee(s) prior to initiating the educational course(s). Educational courses that qualify for education reimbursement must be 1) taken at public and non-public accredited colleges or universities in California, or 2) be a component of a certified paramedic program, or 3) be an educational course approved by the California State Fire Marshal or 4) any other class which the Fire Chief deems appropriate and relevant to the Fire Authority. A grade of "C" or better or an equivalent passing grade is required in order to receive reimbursement.

Mileage reimbursement or transportation shall only be provided for those courses the Authority directs (but does not merely approve) the employee to attend.

Educational reimbursement shall be capped at no more than \$2,500 paid per fiscal year. Authority also agrees to allow any mandatory fees as a reimbursable expense in addition to tuition, supplies and books not to exceed the cap of \$2,500.

9.2 Credit for Training

Responsibility for developing training programs for employees shall be assumed by the Fire Chief or his designee. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. All completed training should be filed with the training officer who will then submit it to Human Resources for filing.

Participation in and successful completion of special training courses may be considered in making

advancements and promotions. Evidence of such activity shall be filed with the Human Resources Manager and approved by the Fire Chief.

9.3 Uniforms

The Authority shall provide each employee an annual uniform allowance of \$915 for the purpose of the purchasing regular uniforms, Class A uniform and safety shoes as approved by the Fire Chief.

Uniform allowance will be paid separate from payroll checks and will be issued on the first paycheck by a newly hired employee and annually thereafter on June 30 or the last business day before June 30.

The Authority shall pay for the replacement of an employee's safety shoes and work uniform that are damaged to a point that results in a safety hazard, if such damage occurs in the line of duty through no fault of the employee. In the event of proven negligence by the employee, the replacement costs will be borne by the employee.

9.4 Equipment and Clothing Return

All Authority-furnished equipment and clothing remains in the ownership of the Authority and must be returned when an employee leaves employment.

9.4.1 Helmets

Employees retiring with 10 years or more of South San Joaquin County Fire Authority service will have the option to purchase their leather helmet from the Authority at a prorated fee based on the depreciation schedule as determined by the Fire Chief. .

9.5 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. It is understood that such reimbursement does not apply to commuting by employees to or from their residences. Preapproval of the Fire Chief is required for reimbursement.

9.6 Payment for Required Training

In the event that a specialized team is formed and the Authority requires training, the Authority shall pay for such training cost and time at appropriate rates. The Fire Chief shall determine the creation of specialized teams that meet the needs of the community.

Section 10. Holidays

10.1 Paid Holidays

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a forty (40) hour schedule shall be granted a bank of fifty-two (52) hours of holiday leave. Employees on a forty (40) hour schedule will be required to use eight (8) hours of holiday leave for leave on a holiday observed by the South San Joaquin County Fire Authority as provided in Personnel Rule 16.1.

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a fifty-six (56) hour schedule shall be granted a bank of 156 hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period (January 1-June 30 or July 1-December 31) at the holiday in-Lieu pay rate.

10.2 Saturday and Sunday Holidays

Except for employees working in a seven (7) day operation, if a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday.

10.3 Holiday In-Lieu Pay

Holiday in-lieu pay shall be paid to employees on a fifty-six (56) hour schedule. Holiday leave hours not used during a given six (6) month period shall be converted as follows:

12 hours of holiday leave not used = 9 hours of Holiday in-Lieu pay

Holiday in-Lieu pay is in addition to the employee's regular base salary and shall be based on the following formula:

Annual salary (base salary + incentives in effect during the previous six month period period)
divided by 2,912 hours = Holiday In-Lieu hourly rate

Instead of receiving Holiday-in-Lieu pay, employees may choose to take no more than forty-eight (48) hours of holiday leave per month subject to the staffing needs of the Authority. Whenever an employee chooses this option of taking off one (1) or two (2) shift(s) per month, instead of receiving Holiday-in-Lieu pay for such holidays, such holiday shift(s) off shall be considered to be an additional vacation shift and all scheduling and approval requirements which apply to vacation use shall govern the use of such holiday shifts off. Employees may take either a 12-hour half shift or a 24-hour full shift for any holiday. Any unused portion of a holiday shall be cashed out as described above as Holiday-in-Lieu Pay. Holiday-in-Lieu shifts off may not be carried over from one month to the next.

If an employee leaves Authority employment after having used all of the semi-annually credited holidays but before the six-month term is complete, the employee shall owe the Authority for the value of the holiday time in excess of their service for that half year.

Employees on a forty (40) hour schedule shall not be entitled to holiday in-lieu pay as they will be on off-duty status on all holidays.

Holiday pay will be paid on separate checks on the regular payday June 30 and December 15 with one-half of the annual amount being paid on each of these dates.

Section 11. Vacation Leave

11.1 Vacation Benefits

A. Employees on a forty (40) hour workweek shall be entitled to annual vacation leave based on length of continuous service.

From date of employment through completion of the 5th continuous year - ninety-six (96) hours per year.

From beginning of 6th year of continuous employment through completion of 10 year - one hundred and thirty-six (136) hours per year.

11-15 years of continuous employment-one hundred and seventy-six (176) hours per year.

16-20 years of continuous employment - one hundred and ninety-two (192) hours per year.

20 years or more continuous employment - eight (8) additional hours per year for each year of service.

B. Employees on a fifty-six (56) hour workweek shall be entitled to annual vacation leave based on length of continuous service.

From date of employment through completion of the 5th continuous year - twelve (12) hours of vacation per month.

For service beginning with the sixth year of continuous employment through completion of the 10th year, each employee shall accrue eighteen (18) hours of vacation per month;

11-15 years of continuous employment, each employee shall accrue twenty-one (21) hours of vacation per month;

16-20 years of continuous employment, each employee shall accrue twenty-four (24) hours of vacation pay per month;

20 years or more of continuous employment, each employee shall accrue one (1) additional hour per month for each additional year of service.

C. Employees transferring between 40-hour and 56-hour schedules

- a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from a change between 40-hour and 56-hour schedules.

11.2 Vacation Accumulation

Earned vacation time may be accumulated from year to year, but an employee shall not be allowed to accumulate more than two (2) times their current annual vacation entitlement. Except as provided below, an employee who has reached his/her maximum allowable accumulation will not accrue vacation leave until such time as their vacation leave balance drops below the applicable maximum accumulation.

With prior written approval from the Authority Fire Chief, an employee may accumulate vacation leave in excess of the above-described limit. The decision of the Authority Fire Chief shall be final.

11.3 Vacation Scheduling

Vacations shall be scheduled yearly by employees with the approval of the Fire Chief. A total of three (3) employees shall be allowed off at a time during January, February, March, April, October and November. A total of four (4) employees shall be allowed off at a time during May, June, July, August September, and December.

Annual vacation selection will be chosen in Rank, based on overall department seniority. Any vacation usage other than regular yearly scheduled vacation will require a minimum of twenty-four (24) hour notice and Battalion Chief approval.

In the event the Authority needs to modify the number of employees allowed to take vacation on each shift, the Authority will notify the Union ninety (90) days prior to the annual shift and vacation selection. The Authority will review the operational reasons for such a change with the Union, consider any alternatives and meet and confer regarding the impact of the decision on the employees.

11.4 Vacation Usage

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The Fire Authority's vacation schedule shall be established with primary consideration for the needs of the Authority, but with as much regard as possible for the wishes of the employee and in accordance with current Fire Authority policies. Leave may be taken only after it has been earned, subject to the above restrictions. No employee may take vacation during the first six months of employment.

11.5 Vacation Leave Special Account for Union Use

Employees may voluntarily donate vacation time, up to a maximum of twelve (12) hours per employee per calendar year to a Vacation Leave Special Account to be used by Firefighters' Union Local representatives in order to attend labor union related training and other activities. Such account shall not exceed four hundred eighty (480) hours per calendar year. Such donation shall be voluntary and not retractable as demonstrated by written request and notice provided by the employee to the Authority's Finance Division.

Effective July 1, 2012, this special account shall be charged at the rate of 1.5 hours for all hours necessary (particularly overtime relief) to allow members to conduct union activities. Such leave shall be requested at least one (1) Authority Hall business day in advance. All such leave must be approved in writing by the Fire Chief or his express designee(s) in order to ensure proper accounting, record keeping, and scheduling.

11.6 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work.

The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation.

Section 12. Sick Leave

12.1 Accrual

All regular employees except Fire Inspectors shall be eligible to accrue sick leave at the following rates:

- a) Employees on a 56-hour schedule - two hundred eighty-eight (288) hours per year.
- b) Employees on a 40-hour schedule - Ninety-six (96) hours per year.
- c) Employees transferred from a 40-hour schedule to a 56-hour schedule shall have all unused sick leave hours accumulated at the time of schedule change adjusted based upon the accrual rate for the 56-hour employees.
- d) Employees transferred or temporarily assigned from a 56-hour schedule to a 40-hour schedule:
 - a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from the change from the 56-hour schedule to a 40-hour schedules.

For the purpose of this section, months of service shall mean consecutive calendar months.

12.2 Approval

Sick leave may be requested and used as approved by the Fire Chief. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor.

Failure to request approval of the use of sick leave prior the commencement of the shift for which leave is requested may result in loss of the sick leave privilege for the subject shift.

12.3 Usage

Sick leave shall be requested and granted only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family in accordance with the Federal Government Family Medical Act (FMLA) and the State of California Family Rights Act (CFRA). All hours utilized for this leave shall be subtracted from sick leave entitlement.

The Authority may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the department head may extend family sick leave provisions beyond six (6) days per

year. For the purpose of this subsection, "immediate family" shall mean the employee's spouse or domestic partner, parents and dependent children.

12.4 Doctor's Certificate

It is understood that the South San Joaquin County Fire Authority has a legitimate concern in preventing abuse of sick leave claims. If the Authority has a reason to believe that sick leave is being abused, it may request that any absence be verified. The Authority's right to verify an absence includes the right to require a doctor's excuse at any time. The Authority may prescribe forms to be used for said verification.

The Fire Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of his/her position.

12.5 Sick Leave Upon Death

Upon death, the estate of the employee shall receive straight-time pay for all accrued sick leave in excess of 1,440 hours.

If an employee terminates or is terminated for any reasons, all accumulated sick leave up to 1,440 hours shall be canceled; provided however, accumulated unused sick leave shall be credited to such employee if the employee returns to South San Joaquin County Fire Authority employment within two (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

Employees who retire with at least ten (10) years of service may elect to convert all accrued sick leave at the time of retirement to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay as defined in Subsection 7.3. The retired employee and their dependents shall be entitled to continued group health insurance coverage currently in effect with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the Authority's group health plan, at group rates, provided the Authority receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the Authority's insurance carrier regarding coverage and eligibility shall apply to the employee and their dependents.

12.7 Retiree Health Savings Account

The Authority and the Union agree to implement a 414 (h) (2) vehicle which would provide a cash option, retiree health savings option, and the ability of the individual employee to set aside tax deferred monies from the employee's accrued leave balances.

The Authority agrees to meet within thirty (30) days of a written request by the Union to negotiate plan provisions. Such meetings shall conclude by June 30, 2007 and plan design and administration shall be developed through mutual agreement. The Authority agrees to review the feasibility of establishing a 414 (h) (2) through available plan administrators.

Features of the plan design will include:

- At retirement employees may utilize accrued sick leave hours (some or all hours accrued beyond the initial 1440) as a contribution to the 401 portion of the plan up to the legal maximum OR the employee may utilize all hours (including the initial 1440 hours) for retiree medical benefits;
- In the event the employee elects to utilize any portion of his/her accrued sick leave hours at retirement through the 401 portion of the trust, the first 1440 hours shall be deducted but any hours not contributed to the 401 portion of the plan may then be contributed to the Authority's existing Retiree Medical fund;
- A 90 day window prior to retirement for employees to make an irrevocable election; and
- Hours of sick leave utilized by the employee for retiree medical shall continue to be administered by the Authority.

Examples:

Employee A has 3000 hours of sick leave at retirement and opts to place 500 in the 401 account. First, 1440 is deducted from the 3000 leaving 1560 hours. Then the 500 is placed in the 401 account. The employee may then choose to use all remaining 1060 hours toward retiree medical.

Employee B has 3000 hours of sick leave at retirement and chooses to use only the retiree medical bank – so 3000 hours are available for retiree medical.

Other plan features shall be by mutual agreement. In addition, it is understood that the Authority shall seek legal counsel regarding the establishment of such a plan to ensure compliance with state and federal law. Until such time that this provision is fully implemented, employees who retire are not eligible to receive any accrued sick leave hours in cash.

The Authority's agreement to this provision is contingent upon securing a third party administrator.

12.8 Catastrophic Leave

Employees covered by this Memorandum of Understanding shall be eligible to participate in the Authority's Catastrophic Leave Program as described in Personnel Rules and Regulations Section 17.8 and the Authority's Catastrophic Leave Policy and Procedure.

Section 13. Workers' Compensation

All employees receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Section 14. Disability Insurance

The Authority shall contribute \$77.77 per month on behalf of each represented employee as follows:

100% of the monthly premium for the LTD Plan provided by the Association through the California Association of Professional Firefighters (CAPF).

100% of the monthly premium for the Long Term Care policy provided by the Association through the CAPF.

In no case shall the Authority's total monthly contribution exceed \$77.77 per employee.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the Authority Fire Chief may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return shall be cause for discharge.

A leave of absence without pay up to three (3) days can be approved by the Fire Chief.

The Authority may pay health benefits for employees on approved leave of absence without pay as a result of illness or injury for up to sixty (60) days.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence shall be allowed not to exceed five (5) consecutive calendar days. The employee may, with the department head's permission, utilize vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse or domestic partner, child, stepchild, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the Authority for not less than one year shall be entitled to receive Authority base salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.
- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full base salary and benefits, including within-class pay step increases as would have been received had the employee remained for that period of time in active service with the Authority. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.
- (c) Persons employed by the South San Joaquin County Fire Authority to fill positions made vacant by employees on military leave of absence shall hold such positions subject to being laid off upon any of the said employees being restored to their former positions. Employees

promoted to fill positions made vacant by employees on military leave shall hold such positions subject to being restored to their former positions upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with applicable State and Federal laws. Request for maternity leave must be submitted to the Fire Chief no later than the end of the sixth month of pregnancy.

15.5 Family and Medical Leave Act (FMLA)

The parties acknowledge the applicability of the Family and Medical Leave Act and the California Family Rights Act and intend to comply with these Acts.

15.6 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Any employee whose name shall be selected from the list of trial jurors to serve as juror in a civil or criminal action pending in a State or Federal Court convening in the State of California, shall be entitled to a leave of absence for all his/her regularly scheduled shifts during the court days of such service; provided, however, that the employee shall report to work if released from jury service prior to 5:00 PM and does not have to report to jury service the following day.

Such leaves of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee. Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary and general elections.

15.8 Absence Reports

Absence of all employees on vacation leave, sick leave, compensation leave and leaves without pay granted by the Fire Chief, shall be reported to the Human Resources Manager. Such reports of absence shall indicate the hour and date of employment and regular days off included within the period of absence.

15.9 Attendance

Failure on the part of an employee absent without leave to return to duty within 24 hours after notice of return shall be cause for discharge.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided

The Authority offers CalPERS PEMHCA Health Benefits. During the term of this Agreement the Authority reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

16.2 Dental

The Authority shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

16.3 Vision Care

The Authority shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

16.4 Life Insurance

The Authority provides Life Insurance in the amount of Fifty Thousand Dollars (\$50,000). This coverage will be mandatory for all employees. The Authority will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

16.5 Cafeteria Plan

16.5.1 Authority Contribution

The Authority shall maintain an account for each full-time employee in regular or probationary status within the Authority's cafeteria plan. The Authority shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family or employee only, to each employee's account.

16.5.2 Cash Out Options

The maximum cash payment shall be set at Nine Hundred and Three Dollars and ninety-seven cents (\$903.97) per month, less any payments made for selected medical, dental and/or vision plans. To exercise the "Cash Out" option, the member of the Association must provide the Authority with evidence of health care benefits.

16.5.3 Future Contributions

If premiums increase in the plans to which Authority employees subscribe effective January 1, 2017, the Authority will increase the Authority's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family

coverage.

For employees who elect employee only or employee plus one coverage, any Authority increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical, dental and/or vision plans, the Authority shall make a payroll deduction from the employee's pay to cover the difference in cost.

16.5.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for dental care, and/or 3) payment of premium charges for vision. The Authority also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or HR designee in writing on a form provided and at times designated by the Authority each year all information necessary to administer the Flexible Benefit Program during the twelve-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event

16.5.5 Notification of Changes In Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer of any change to the number of his/her dependents which affects the amount of the Authority payment on behalf of the employee. Changes in flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer. No retroactive payments shall be allowed.

16.6 Flexible Benefits Plan (IRS Section 125)

The Authority agrees to maintain the Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The Authority will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Authority Fire Chief or, under his direction, the Fire Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new employees shall be twelve (12) months from date of hire. Merit increases from Step A to B will occur after twelve (12) months on the basis of merit.

The probationary period for promoted employees shall be twelve (12) months.

Any employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof.

17.3 Promotion

Any employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion, including his/her seniority. Those rights can only be affected for cause.

The Fire Chief may extend the probationary period in three month increments not to exceed one (1) year if he/she feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be made by the Fire Chief or their designee at regular intervals during the probationary period according to rules established by the Authority Fire Chief.

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

- a) The Authority Fire Chief determines that the best interests of the Authority will be served by promoting from within
- b) The person to be promoted meets the minimum qualifications of the promotional position
- c) Any promotional examination shall comply with the Authority, State and Federal rules and regulations governing competitive examinations

18.2 Vacancies in Authority Service

All vacancies in the Authority's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list used in the following order:

- a) By appointment of eligible candidates from reemployment lists;
- b) By appointment of eligible candidates from promotional lists;
- c) By appointment of eligible candidates from an open eligibility list; individuals on a lateral entry employment list may be considered for appointment.

The number of candidates on a promotional list shall exceed by two (2) the number of vacancies to be filled. Should the number of available candidates on the initial promotional list fall below two (2) available candidates, the human resource Director may certify the promotional list in accordance with the Authority rules and regulations.

Promotional examinations scheduled by the Authority during an employee's regular working hours may be taken without loss of compensation.

18.3 Demotion

The Authority Fire Chief may demote an employee who so requests it, or whose ability to perform his required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

18.4 Suspension

The Authority Fire Chief may suspend an employee without pay from his/her position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days.

The Fire Chief may suspend an employee after affording due process rights for not more than three (3) working days for any one offense.

Section 19. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied classification or position in the Authority service, unless that employee has been offered the temporary work.

When the Fire Chief is instructed by the Authority Fire Chief to reduce the number of employees, layoffs shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by job classification according to reverse order of seniority as defined by total Authority service
- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he previously held permanent status, provided the displaced employee has less total Authority service. Total Authority service means Authority service as a full-time employee
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and job

specifications for the position

- (d) The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years
- (e) Former employees appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off
- (f) The Authority Fire Chief may require former employees appointed from a reemployment list to undergo a physical examination, including a drug test

When a vacancy lasting more than twelve (12) consecutive months occurs within the represented ranks due to injury or illness, an employee may be promoted to fill the position on a temporary/interim basis. If the injured/sick employee should return to full unmodified duty, the Fire Chief may demote the employee in the interim position in accordance with the following rules below, (a) through (e) inclusive:

- (a) Demotion shall be by job classification filled in the interim basis according to reverse order of seniority as defined by total time in grade.
- (b) The employee to be demoted may displace the least senior employee in the lateral or next lower classification in which they previously held permanent status, provided the displaced employee has less total time in grade. Total time in grade means service as a full-time employee in their previously held position.
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and job specifications for the position.
- (d) The name of each employee demoted shall be entered on a Reemployment List in order of seniority for two (2) years.
- (e) An employee demoted from an interim position will not be required to retest for the position for the duration of time in which their name is on the reemployment list.

Section 20. Separation from Service

20.1 Resignation

Any employee wishing to resign from employment shall file with the Fire Chief a notice of intention to leave at least two (2) weeks in advance. Upon completion and signing of a form disclosing the reasons for leaving, the resigning employee shall be entitled to their final paycheck following completion of their final day's work.

20.2 Reinstatement

A permanent employee who has resigned in good standing may request a reinstatement and the Authority Fire Chief may reinstate such employee to a vacant position, if the Authority Fire Chief determines reinstatement will be in the best interest of the service.

The Authority Fire Chief may require such employee to submit to a physical examination, including a drug

test, and may require the employee to serve a new probationary period. Upon reinstatement, seniority and Authority seniority, with the exception of rank seniority, shall be restored to total Authority service incurred up to the date of the separation of employment from the South San Joaquin County Fire Authority.

20.3 Termination Interview

Employees terminating Authority employment, for whatever reason, shall be interviewed by their immediate supervisor who shall advise the employee of both theirs and the Authority's rights under the terms of resignation and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the Authority Fire Chief for cause. Whenever it is the intention of the Fire Chief to discharge an employee, the Authority Fire Chief shall be notified and his/her prior approval obtained.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the South San Joaquin County Fire Authority.

21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the Authority Fire Chief, Division Chiefs, nor the Controller, for the purpose of making collections.

21.3 Outside Employment

Employees may be employed in other jobs but other employment shall not be a job which provides an essential emergency service that would be a conflict of interest with the fire service job.

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their Authority employment.

21.4 Private Use of Authority Equipment

No Authority facility or equipment shall be put to any private use without the permission of the Authority Fire Chief.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

Suspension

Demotion/Reduction in Pay
Discharge
Written Reprimand

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any employee for cause. The following shall constitute cause for disciplinary action against an employee. However, cause for discipline is not limited to the following:

- (a) Fraud in securing employment
- (b) Incompetency
- (c) Inefficiency
- (d) Inexcusable neglect of duty
- (e) Insubordination
- (f) Dishonesty
- (g) Being under the influence of alcohol or controlled substance while on duty
- (h) Inexcusable absence without leave
- (i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- (j) Discourteous treatment of the public or other employees
- (k) Misuse of Authority property
- (l) Violation of any established Authority/departmental rule, regulation, policy and/or manual.
- (m) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a Authority employee. All disciplinary actions shall be conducted in accordance with the Firefighters Bill of Rights.

21.7 Manner of Reprimand

If the Authority has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

21.8 Skelly Notice

The Authority agrees to give an employee, who is being disciplined, at least eight (8) calendar days' notice of such disciplinary action, as provided in Section 21.5.

Section 22. Grievance Procedure

22.1 Definition

A grievance is hereby defined as any dispute that involves the interpretation or application of this agreement or disciplinary action taken against an employee, or the application of the Personnel Rules, or the application of departmental rules.

It is the expressed intent of the parties that grievances be resolved at the lowest possible administrative

level. Toward this objective, the following steps are prescribed:

22.2 Confidentiality and Privacy Rights

22.2.1 Meetings and Hearings

Except as provided by the Authority Personnel Rules and Regulations and unless requested otherwise in writing by the grievant, all meetings and hearings for any disciplinary matter shall be private and confidential, and shall include only the parties, Authority representatives, and Union representatives, witnesses, and other necessary attendees.

22.2.2 Release of Arbitration Award

The parties agree that written arbitration decisions are public records. If a grievance results in a written arbitration decision and the Union releases the arbitration decision to third parties, the Authority may disclose any information contained within the arbitration decision to third parties. Neither the Authority nor Union shall release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

22.3 Procedure

Step 1 (a) Informal Discussion

The bargaining unit member or the Union representative may present the grievance orally to the immediate supervisor within ten (10) calendar days from such time as the bargaining unit member or Union should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide his/her response within ten (10) calendar days following the informal discussion.

(b) Formal Submission

Should the grievance remain unresolved, the bargaining unit member or Union representative may submit the grievance, in writing, to the Division Fire Chief. The formal submission shall be made within ten (10) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the ten (10) day period provided for informal discussion. If the grievance is not submitted within these timelines, the grievance shall be considered resolved. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules and Regulations, or Authority Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Fire Chief, or his/her designated uniformed representative, shall render a decision in writing to the bargaining unit member and/or Union within ten (10) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by bargaining unit members shall be provided to the Union within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Union.

Step 2 Appeal to Fire Chief

Should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the Division Fire Chief's decision, submit the grievance in writing to the Fire Chief. The Fire Chief (or designated sworn uniformed representative) shall respond to the grievance in writing ten (10) calendar days after receipt of the grievance.

It is understood that nothing shall preclude the Union from presenting a grievance to the Fire Chief if it is deemed that such action is warranted by the nature of circumstances of the grievance.

Step 3 Bargaining Unit Member Relations Officer – Union Representative

Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step two (2) of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer. The Employee Relations Officer, or a designated representative, shall investigate the case and either respond to the grievance or meet with the bargaining unit member and/or assigned Union representative within ten (10) calendar days of submission and attempt to resolve the dispute.

Step 4 Conflict Resolution Team Process

The Authority and the Union encourage the grievant and the Authority to participate in a joint Authority-Union conflict resolution process. If mutually requested or agreed upon by the grievant and the Authority, a Conflict Resolution Team (CRT) shall schedule a conflict resolution meeting. The Union shall appoint two members of the conflict resolution team, the Office of Personnel shall appoint one member of the conflict resolution team, and the Authority shall appoint one member. While the CRT is meeting with the grievant and the Authority, the Union and the Authority may agree to extend applicable time limits. The CRT may request the assignment of a mediator from the State Conciliation and Mediation Service.

Step 5 Adjustment Board and Arbitration

Should the grievance remain unresolved, either the Authority or the Union may, within fourteen (14) calendar days of said meeting, submit the grievance to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the Authority or an elected or appointed official of the Association, and two (2) representatives of the Authority, no more than one (1) of whom shall be either an employee of the Authority or a member of the staff of any organization employed to represent the Authority in the meeting and conferring process.

If an Adjustment Board is unable to arrive at a majority decision, either the Association or the Authority may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the Authority Fire Chief, or their designated representative. If such an agreement is not reached, the arbitrator will be chosen by each party alternately striking one name at a time from the following list of arbitrators until only one name remains:

1. Bonnie Bogue
2. Morris Davis
3. John Kagel
4. Frank Silver
5. Carol Vendrillo
6. Matt Goldberg
7. Luella Nelson
8. Wilma Rader
9. Alexander Cohn
10. Fred D'Orazio

The fees and expenses of the arbitrator and of the Court Reporter, shall be shared equally by the Association and the Authority. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Decision of Adjustment Boards on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have not power to add to or subtract from the provisions of this Agreement, the Personnel Rules and Regulations, or departmental rules.

22.4 Time Limits

Time limits prescribed in this agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member or Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the Authority to follow the limits unless so modified, shall cause the grievance to move to Step 2 or to Step 3, whichever is the next level.

22.5 Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

22.6 Immediate Dispute Resolution

In the event there is a dispute regarding the interpretation of application of this Agreement that imminently affects the Authority's interests, the Union, or a substantial number of members represented by the Union, either the Authority or the Union may request suspension of the grievance process as described in Section 22.3 of this Article and proceed to immediate resolution discussions with the Fire Chief, the Employee Relations Officer, and a Union representative. Such discussions shall be concluded within 45 days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of four professional neutral arbitrators, two submitted by each party when proceeding to arbitration pursuant to this section. The first arbitrator, selected at random, available within a 48 hour period shall be selected.

In any such case the arbitrator shall have not power to add to or to subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering his/her award. Pending prompt and immediate decision of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provisions of this Section shall not be invoked for actions involving individual bargaining unit member disciplinary actions or grievances.

22.7 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Authority Fire Chief. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

22.8 Mutual Agreement on Changes

No changes in the Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or Arbitration proceedings hereunder) will be recognized unless agreed to by the Authority Fire Chief and the Association.

22.9 No Strike

The Association, its members and representatives, agree that during the term of this Memorandum of Understanding, it and they will not engage in, authorize, sanction, or support any job action including but not limited to any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or the refusal to perform customary duties.

Section 23. Authority Rights

Except as modified by this Memorandum of Understanding or applicable laws the South San Joaquin County Fire Authority retains the exclusive rights and functions of management including, but not limited to the following:

- (1) To direct employees
- (2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications
- (3) To dismiss employees because of lack of work or for other just cause.

(4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the Authority's Rules and Regulations

(5) To determine the mission, the budget and the organization of the Authority, including the number of employees and the methods and technology of performing their work

(6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency

(7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum of Understanding.

(8) The Authority agrees to the extent required by Government Code Section 3500, etc. seq. to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions, provided that the Authority's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notified the Association in writing of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the Authority to violate any provision of this Memorandum of Understanding, and Association shall have the right to grieve any such violation as provided in Section 22.

Section 24. General Provisions

24.1 Safety

24.1.1 Safe Work Conditions

The Authority shall provide and maintain safe working conditions and the Association will cooperate to that end. Employees shall work in a safe manner. No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

24.1.2 Safety Equipment

The Authority shall continue to supply employees with all safety equipment required by the Authority and/or Cal/OSHA. All employees furnished such equipment or payment for such equipment shall use the equipment for the purposes and uses specified under applicable safety rules and regulations.

24.1.3 Blood Borne Pathogens

The Authority agrees to comply with Cal-OSHA regulations regarding Blood Borne Pathogens and ensure that all employees are trained in the proper procedures; replaces Letter of Understanding Regarding Blood Borne Pathogens, signed by TFFA President and Assistant Authority Fire Chief on June 26, 2006 and July 13, 2006, respectively.

24.2 Physicals

The Authority shall continue to provide a complete physical examination every other year for employees under age thirty-five (35) and once a year for those age thirty-five and over.

All new employees shall pass the above physical and pass a physical fitness test, as described in Section 24.3, once per calendar year (as scheduled by the Fire Chief) as part of the minimum qualifications for employment. All new employees shall be non-smokers as part of the minimum qualifications for employment.

24.3 Physical Fitness Program

(a) Testing. All sworn personnel covered under this MOU must take a physical fitness exam every two years, as scheduled by the Fire Chief. It is the goal of this Physical Fitness Program that all employees will routinely pass the fitness test. The test components for fitness will consist of a review of medical history and a treadmill stress test with 12 lead EKG administered by the Authority's designated physician. Minimum standard for the fitness performance is "Bruce Protocol", level four (4) or higher.

Any employee who fails to pass the test will be placed on a supervised remediation program by the administering physician. They will be allowed to retest two times in a six-month period after the failure.

Failure to complete/pass the above testing will require the individual to participate in a remedial program to progress to minimum Authority standards as prescribed by the Authority's physician. Reevaluation will take place in a period determined by the Authority's physician.

Failure to meet minimum standards at this point would require the doctor to individually reevaluate the program and participation in said program, make corrections and reevaluate in another 30-60 day period as determined by the city's doctor. If there is failure to meet minimums after the second reevaluation, the doctor shall determine if individual has the capacity to continue at full-time line capacity. The above test procedure may be used as return to work/fitness for duty as determined by the Fire Chief.

If at any time a determination is made by the doctor that the individual performance level may cause him/her to constitute possible harm to themselves or others in the performance of their duties, they shall be removed from line duty immediately. In the event the employee is determined by the Authority's physician to be ineligible to return to work and is not allowed to perform alternate duties, the employee shall be referred to his/her personal primary care physician and shall be placed on sick or other accrued paid leave until a determination is made regarding the employee's fitness for duty. The employee shall be entitled to contest the determination through a second and if necessary, third tie-breaker opinion. The costs of the second/third opinions shall be paid by the employee.

An employee should promptly submit an application for Workers' Compensation Benefits if the employee is taken off work status due to the results of a physical fitness test and the employee reasonably believes that the medical condition is work related. If the employee's Workers' Compensation application is ultimately granted, the Authority will credit any accrued paid leave used by the employee as a result of being taken off work status.

(b) Exemptions. Short Term exemptions from the testing requirement may be given for medical reasons. Exemptions will be granted by the Fire Chief when proof of medical necessity is demonstrated.

(c) Incentive. Employees will be eligible for a paid fitness incentive after satisfactory completion of

probationary status in the Fire Authority. Eligible department members passing the fitness testing will be paid \$50 per month. Employees who fail a portion of the fitness testing will cease to receive this incentive immediately. The incentive will not be reinstated until after satisfactory completion of all testing elements.

(d) Workout Time. Workout time will be managed through written departmental policy. Work out periods shall be utilized by all personnel. Any required records shall be turned into the Training Officer as verification of compliance.

(e) Disciplinary Action. Any employee who fails to participate and/or is placed in the remedial program and who fails to make satisfactory progress towards fitness, as determined by the Authority's physician, will be referred to the Fire Chief and subject to disciplinary action up to and including termination. Employees may go to their own doctor prior to any disciplinary action.

(f) HAZMAT members. Those departmental personnel who are members of the HAZMAT team and receive the associated incentive pay shall be required to participate in additional testing beyond the above mentioned examinations. Blood work consisting of a CVC and Comprehensive Metabolic Panel (Chem Panel 20) as well as respiratory clearance in the form of a spirometry test with interpretation are required.

(g) Federal and State Laws. In order to comply with state and federal mandate changes, the South San Joaquin County Fire Authority reserves the right to alter the requirements for the Fitness Program, and this would be a meet and confer item.

(h) Future Program. If the Authority develops a successor program it shall meet and confer with the Association prior to implementing that new program.

24.4 Americans With Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA)

The Authority and the Union recognize that the Authority has an obligation, under law, to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If, by reason of the aforesaid requirement, the Authority contemplates actions, which are in potential conflict with any provision of this Memorandum of Understanding, but which are to provide reasonable accommodation to an individual employee in compliance with the ADA and FEHA, the Union will be advised of any such proposed accommodation prior to implementation by the Authority.

24.5 Modified Duty Assignments

The Authority will endeavor to provide modified duty assignments, in a nondiscriminatory manner to employees injured on the job; provided, however, that employee's injured on-duty shall be given preference for available modified duty assignments, before employees injured off the job. Such assignments shall be based upon the needs of the department and shall be within the medical limits set by the employee's treating physician.

Section 25. New Work

In the event the Authority introduces new work which the Association believes does not fall within any of the existing classifications, the Authority and the Association shall, upon written request, meet and confer with respect to the base salary or other terms and conditions of such work.

Section 26. Negotiations Start-up Date

Both the Authority and the Association will make every effort to start negotiation discussions at least 6 months before the expiration of the term of the agreement on or before January 15, 2020.

Section 27. Total Agreement

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties have reached agreement. Any matter not contained in this Memorandum of Understanding has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 28. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 29. Past Practices and Existing Memoranda of Understanding

The term of this agreement is from July 1, 2020 through June 30, 2021.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

Made and entered into this Xth day of XXXX 2020.

TRACY FIREFIGHTERS' ASSOCIATION

CITY OF TRACY

By: _____
Paul O'Neal, TFFA President

By: _____
Randall Bradley, Authority Fire Chief

By: _____
Ken Martin, Labor Consultant,
Mastagni Law

Resolution No. _____

**RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN
COUNTY FIRE AUTHORITY APPROVING AND ADOPTING THE AUTHORITY'S
RESOLUTION FOR THE UNREPRESENTED EMPLOYEE GROUPS**

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to establish the salaries, benefits, and terms and conditions of employment for the unrepresented employee groups; and

WHEREAS, The Authority has identified the following groups of unrepresented employees: Professional and Technical, Administrative and Confidential, Non-Safety Management, and Safety Management; and

WHEREAS, The Authority has come to agreement on a salary and benefits plan and terms and conditions of employment for the unrepresented employee groups and desires to incorporate such into one resolution; and

WHEREAS, The Authority has incorporated the salaries for the unrepresented employee groups into a master pay schedule for public posting.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority hereby approves and adopts this Resolution of the Unrepresented Employee Groups and approves an updated Authority Wage Schedule, effective Month 1, 2021.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the ____ day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

CLERK ATTEST: _____

Approved as to form: _____



South San Joaquin County Fire Authority
Compensation and Benefits Plan
for the
Unrepresented Employee Units

Resolution No.:

Established: Month X, 2021

Revised:



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Wages and Benefits Plan

Unrepresented Employee Groups

Professional and Technical
Administrative and Confidential
Non-Safety Management
Safety Management

1 Purpose and Intent

The Board of Directors of the South San Joaquin County Fire Authority desires to establish a Wage and Benefits Plan for the Unrepresented Employee Groups. This Resolution establishes the rules governing compensation and benefits for unrepresented employees. All employee groups under this Resolution are also subject to the provisions and direction in the Authority's Personnel Rules. The Fire Chief is empowered to grant compensation adjustments as specified in the Resolution for the Unrepresented Employee Groups Compensation and Benefits Plan. This manual supersedes the Authority Personnel Rules when such language conflicts with this manual.

The Authority is committed to recruiting and maintaining a high-performing and qualified staff. The following plan provides the basis for recognition, benefits, and compensation, **effective Month 1, 2021 through June 30, 202X.**

2 Unrepresented Employee Groups

Unrepresented employees are covered in this plan under four distinct units as follows:

2.1 Administrative and Confidential

Executive Assistant*
Administrative Assistant I/II*
Administrative Technician
Accounting Technician

These classifications are non-exempt under the Fair Labor Standards Act (FLSA) and subject to overtime regulations.

*The Executive Assistant and Administrative Assistant classifications are privy to discussions on matters within the scope of bargaining and are, therefore, designated as Confidential under the Meyers-Milias Brown Act.



2.2 Professional and Technical

Fire Inspector
Plan Check Examiner
Building Permit Technician I/II
Project Specialist

These classifications are non-exempt under the Fair Labor Standards Act (FLSA) and subject to overtime regulations.

2.3 Non-Safety Management

Management Analyst I/II
Fiscal Analyst I/II
Human Resources Analyst I/II*

Management classifications are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

*The Human Resources Analyst classifications are privy to discussions on matters within the scope of bargaining and are, therefore, designated as Confidential under the Meyers-Milias Brown Act.

2.4 Safety Management

Fire Division Chief
Emergency Medical Services Manager**

Management classifications are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

** The Emergency Medical Services Manager classification may be included in either the Safety or the non-Safety management group depending on incumbent qualifications and the operational needs at hire.

3 Hours and Days of Work

3.1 Work Week

The work week for non-exempt employees on 9:80 schedules will begin and end mid-day on the alternating day off for the schedule.

The work week for non-exempt 40-hour, and all other types of employees other than those on a 9:80 schedule shall begin on Sunday morning at 0700 and end on Sunday morning at 0659 and workday shall mean 12:00 a.m. to 11:59 p.m.



The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

3.2 Work Schedule

The designated work schedules may be changed only because of major changes in operations, payroll procedures or as otherwise necessary to deliver services as efficiently and economically as possible. Except under exigent circumstances, changes in work schedules, work weeks, or work periods will be communicated in writing with reasonable prior notice.

4 Compensation

4.1 Salary Plan

All salary ranges are posted on the Authority's website as a publicly available wage schedule and are therefore incorporated into this Resolution.

All rates of pay set forth in a salary range and posted on the Authority's website represent the standard rate of pay for full-time employment for each classification. Except as provided for otherwise within this Resolution, employees occupying a position in a classification covered by this Resolution shall be paid at a base salary within the range established for that position's classification. There shall be a five-step salary range for all classifications.

The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

4.2 Equity Increases

There shall be no equity increases for the employees covered under this Compensation and Benefits Plan for the term of this agreement.

4.3 Cost of Living Adjustments

Effective the first full pay period of July 2020, employees shall receive a wage increase equal to four percent (4.0%).

4.4 Step and Payment of Wages

The Fire Marshal is authorized to set the salary of Unrepresented positions at any step within the salary range. Wages will be paid every fourteen (14) days on a retrospective basis. Compensation or reimbursement that is not related to regular and overtime hours of work, will be separately identified and except as required by Internal Revenue Service (IRS) regulations or other laws or regulations, will not be included for tax purposes.



4.4.1 Salary upon Promotion or Demotion

Salary upon promotion or demotion will be set in accordance with the procedure outlined in the applicable section of the Authority Personnel Rules.

4.4.2 Working in a Higher Class

Acting Assignment: An Assignment in a vacant higher classification to perform the full range of duties and responsibilities of the position during the temporary or permanent absence of the incumbent. For most such assignments, the provisions in Government Code Section 20480 will apply and the assignment must be limited to no more than nine-hundred and sixty (960) hours in a fiscal year.

Temporary Upgrade: An incidental assignment of a short duration normally a few days to two weeks performing work of a higher classification which may or may not include performing the full range of the duties. This may be to serve as lead or supervisor for the day or as a stretch opportunity to cross train or gain additional skills.

4.5 Components of Salary

4.5.1 Base Salary

This is the amount set at any step within the range and at initial appointment. Base Salary is subject to adjustment until the employee reaches the top step of the range. Base salary may be adjusted by the Fire Chief, at hire based on impediments to hiring or the possession of unique skills beneficial to the Authority or based on meritorious performance and the recommendation of the Division Chief, but not to exceed the established range.

4.5.2 Overtime

Non-Exempt employees are subject to the provisions of the Fair Labor Standards Act (FLSA) regarding compensation for overtime worked.

Overtime is defined as hours worked in excess of the employee's regular work shift that has the prior approval of the Division Chief or designee. With the approval of their supervisor and the Division Chief, a non-exempt employee may incur and record overtime in any given pay period (recorded in 15-minute increments). Leave time, whether paid or unpaid, is not included in computing the work period for overtime purposes.



- a) If an employee is required to perform unanticipated overtime of two (2) hours or more, the Authority must pay a meal allowance of seven dollars (\$7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. Additionally, the two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.
- b) **Call-Back Pay.** Call Back Pay is paid when an employee is called for unscheduled or emergency work after the employee has returned home from a regular shift or on a day outside of the employee's regular shift. Call Back Pay is not paid when the work is scheduled or when the work is continuous with a regular shift. When an employee is called back to work, s/he shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's base hourly pay rate. The minimum of two (2) hours shall apply to the first call-back and to any subsequent call-back after two (2) hours has expired from the original call. Employees called back on an Authority holiday shall be paid a minimum of three (3) hours at time and one-half of the employee's hourly rate of pay. All work (other than employee's regularly scheduled work hours) performed under the call-back provision shall be compensated at one and one-half (1 1/2) times the base hourly rate of pay. Approved and appropriate leave time taken during the employee's regular work schedule prior to or after call-back shall not preclude payment of overtime during call-back.

4.5.3 Assignment Pay

Non-Exempt Confidential Employee Pay. Non-exempt confidential employees will receive \$50 per month confidential assignment pay, prorated per pay period.

Division Fire Chiefs – Assistance by Hire/Back-fill. Division Fire Chiefs assigned to work with other entities through "Assistance By Hire" or "California Fire Assistance Agreements" and/or Fire Division Chief's backfilling for Fire Battalion Chiefs on assignment to work through "Assistance By Hire" or "California Fire Assistance Agreements" shall be eligible for compensation at a rate equivalent to time and one half of the employee's base hourly rate as provided on the Authority Master Salary Schedule for each hour of such assignment if the contract for such assignment, or the conditions of reimbursement from the third party, provide for reimbursement of said costs.



5 Probationary Period

Employees in the Unrepresented Employee Groups will serve a probationary period as provided for and defined in the Authority's Personnel Rules.

5.1 Effect of Probationary Period

The Fire Chief may terminate, without cause, an employee at any time during the probationary period. Said employee shall have no recourse to any provisions for appeal set forth in the rules and regulations, except where there is an allegation of discriminatory bias, in which case, the formal appeal process may be used. An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he/she was promoted if a vacancy exists in such classification, unless the employee is discharged for cause as set forth in the Authority's Personnel Rules and this Resolution and. If no vacancy exists in the classification from which the employee was promoted, the employee may exercise the displacement procedures set forth in the Authority's Personnel Rules. Probationary promotional employees are exempt from this section in cases of dismissal for cause. For purposes of this section, "Discriminatory bias" shall be defined to be consistent with the specific bases for protections against employment discrimination as provided under California Government Code section 12940(a) of the California Fair Employment and Housing Act ("FEHA").

5.2 Probation Upon Promotion

An employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Fire Chief, upon recommendation by a Division Chief, may extend the probationary period in three-month increments, not to exceed one (1) year, if the Fire Chief feels additional time is necessary to adequately evaluate the employee.

6 Leaves

Upon written request, the Fire Chief may grant an employee a leave of absence without pay for a definite period, not to exceed one (1) year. Failure on the part of the employee, absent without pay, to return to duty within 24 hours after the last date of the approved leave shall be cause for discharge. For leaves of absence without pay for reasons which qualify as leave under the Family and Medical Leave Act, the Authority will pay health benefits in accordance with the provisions of the Family and Medical Leave Act. Classic CalPERS employees should be informed



that a leave without pay of longer than six months may cause a break in service that would change their status to "New Member" and PEPRA formulas.

6.1 Vacation

All regular full-time employees in Unrepresented employee units shall accrue vacation prorated per pay period at the following rates:

0-5 years	96 hours per year
6-10 years	136 hours per year
11-15 years	176 hours per year
16-20 years	192 hours per year

Full-time employees in the Management and Confidential Units will also accrue the following vacation benefits after 21 full years of service.

21+ years	216 hours per year

6.1.1 Vacation Accumulation

Earned vacation time may be accumulated from year to year, but an employee shall not be allowed to accumulate more than two (2) times their current annual vacation entitlement.

Except as provided below, an employee who has reached their maximum allowable accumulation will not accrue vacation leave until such time as their vacation leave balance drops below the applicable maximum accumulation.

With prior written approval from the Fire Chief, an employee may accumulate vacation leave in excess of the above-described limit. The decision of the Fire Chief is final.

6.1.2 Vacation Usage

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The Division's vacation schedule shall be established with primary consideration for the needs of the Authority, but with as much regard as possible for the wishes of the employee and in accordance with current Authority policies. Leave may be taken only after it has been earned, subject to the above restrictions. Leave is earned once payroll has posted. No employee may take vacation during the first six months of employment.



6.1.3 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work. The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation. The Authority will develop Internal Revenue Service tax code compliant procedures for the sale of leave accruals by the end of calendar year 2022.

6.2 Holidays

Full-time employees will be entitled to observe all authorized holidays as listed in the Authority's Personnel Rules at full pay, not to exceed eight (8) hours for any one day.

6.2.1 Floating Holidays (16 hours)

Unrepresented employees who are serving or have successfully completed a probationary period are entitled to sixteen (16) hours of floating holiday time. Floating holidays are available for use from the first day of employment.

Additionally, all holidays proclaimed by the Governor of the State of California or the President of the United States will be granted as holidays.

6.2.2 Saturday and Sunday Holidays

If a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee will be granted Friday as a holiday.

6.2.3 Pay Rate for Holiday Pay

Professional and Technical employees who are required to work on an observed holiday as listed in the Authority's Personnel Rules, will be paid one and one-half (1.5) times the employee's hourly rate of pay for hours actually worked up to the number of hours scheduled for the employee's normal work shift on such holiday in addition to the eight (8) hours of holiday pay received.

Division Fire Chiefs who are required to work on an observed holiday as listed in the Authority's Personnel Rules, will receive an additional eight (8) hours of vacation leave in addition to straight time pay for hours worked.



6.2.4 ***Paid Holidays on 9:80 Work Schedule.***

The 9:80 work schedule is a work schedule in which an employee works 80 hours in a pay period forty (40) in each work week. Work weeks are split mid-shift on the alternating day off. Typically, the employee works four nine (9) hour days a week and alternates an eight (8) hour workday off. The work week begins and ends midshaft on the eight (8) hour day.

If a holiday falls on a nine (9) hour workday, the number and hours of paid Authority holidays will not change. A holiday is eight (8) hours. If a holiday occurs during the work period on a normal nine (9) hour day, employees will receive eight (8) hours for the holiday and will need to use one (1) hours of vacation, comp time, or available floating holiday time to make up the additional hour.

6.3 **Compensatory Time**

With the approval of their supervisor and the Division Chief, a non-exempt employee may elect to convert overtime to compensatory time in any given pay period (recorded in 15-minute increments).

Compensatory time maximum accrual numbers are listed in the table below. Employees shall receive pay for overtime hours worked in excess of the applicable compensatory time maximum accrual.

Unrepresented Employee Unit	Maximum Comp Time Allowed
Administrative and Confidential	120 Hours
Professional and Technical	200 Hours

Overtime is defined as hours worked in excess of the employee's regular work schedule that has the prior approval of the Department Head or designee.

Administrative and Confidential Employees: If a member of the Administrative and Confidential employee unit is required to perform unanticipated overtime of two (2) hours or more, and the following conditions are met, the Authority will pay a meal allowance of seven dollars (\$7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.



6.4 Management Leave for Unrepresented Management Employees

The Authority provides management leave of one-hundred and twenty (120) hours per calendar year in recognition of the need to devote more than forty (40) hours per week to their duties. Management Leave is credited to an employee's accrual account in the first full pay period each calendar year. Management Leave will not be cashed out at termination. Management Leave may be carried over from year to year to the extent allowed in the Maximum Accrual section of this Resolution, below. Management Leave for newly hired employees will be provided on a prorated basis.

6.5 Maximum Accrual of Leave

The maximum accrual for Unrepresented Management employees for vacation, management leave, and floating holidays shall be the total accrual for each type of leave, not to exceed 600 hours.

The maximum accrual for Unrepresented Non-Management employees for vacation and floating holidays shall not exceed a total of 400 hours.

7 Sick Leave

7.1 Accrual

All regular full-time employees shall be eligible to accrue sick leave at the rate of eight (8) hours for each month of service.

For this section, months of service shall mean consecutive calendar months. Part-time employees will accrue at a prorated bases as provided for in the Authority Personnel Rules.

7.2 Approval

Sick leave may be requested and used as approved by the Fire Chief. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further pay for sick leave. Except in exigent circumstances, an employee requesting sick leave must follow the Authority's Personnel Rules for notification and should exercise reasonable diligence in notifying and speaking with the on-duty supervisor in advance of their leave.

Failure to request approval of the use of sick leave prior the commencement of the shift for which leave is requested may result in loss of the sick leave privilege for the subject shift. Sick leave shall not be granted for disability arising from any sickness or injury purposely inflicted or caused by the employee's willful misconduct.



7.3 Legitimate Concern

It is understood that the Authority has a legitimate concern in preventing abuse of sick leave claims. As provided for and allowed by law and if the Authority has a reason to believe that sick leave is being abused, it may request that any absence be verified. The Authority's right to verify an absence includes the right to require a doctor's excuse at any time. The Authority may prescribe forms to be used for said verification.

For the safety of the employee, the public, or other Authority employees, the Fire Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of their position.

Supervisor and Managers must apprise their Division Chief of the absences of all employees on vacation leave, sick leave, compensatory leave and leaves without pay. Such reports should include the nature of the leave, whether the leave was planned or unplanned and if the leave will be longer than 3 days in length. Sick leaves lasting longer than 3 workdays must be reported to the Human Resources manager.

7.4 Sick Leave Upon Death

Upon death, the estate of the employee shall receive straight-time pay for all accrued sick leave with the following limitations: Estates of non-sworn employees will receive straight-time pay for sick leave in excess of nine hundred and sixty (960) hours.

If an employee terminates or is terminated for any reasons, all accumulated sick leave shall be canceled; provided however, accumulated unused sick leave shall be credited to such employee if the employee returns to Authority employment within two (2) years of such termination.

7.5 Sick Leave Conversion at Retirement

Any Unrepresented employee may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the Authority's group health plan, at group rates, provided the Authority receives the employee's payment for the premium by the 10th of each month for the following month's coverage.



Terms of the Policy Agreement with the Authority's insurance carrier regarding coverage and eligibility shall apply to the employee and their dependents.

Upon death, the employee's estate shall receive straight time pay for all accrued sick leave in excess of 960 hours.

If an employee in the Unrepresented Employees Unit terminates or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if they return to Authority employment within two (2) years of such termination.

7.6 Disability Insurance

7.6.1 Long Term Disability and Long-Term Care Insurance

For Sworn Management employees, the Authority will contribute up to a maximum of \$79.00 per month to pay the premium on behalf of each represented employee as follows:

100% of the monthly premium for the LTD Plan provided by the Tracy Fire Fighters Association California Association of Professional Firefighters (CAPF). One hundred (100%) percent of the monthly premium for the Long-Term Care policy provided by the Association through the CAPF.

In no case shall the Authority's total monthly contribution exceed \$79.00 per month per employee. In the event the premium exceeds \$79.00 per month, the employee will be responsible to pay the difference.

Non-Safety employees may elect Long Term Disability Insurance voluntarily.

7.6.2 Short Term Disability Insurance

Short term disability insurance is required of all regular employees through Standard Insurance with the premium paid by employees at the current rate of .83% of the monthly salary.

7.6.3 Integration

If an employee is on sick leave and is receiving State Disability Insurance (SDI) or temporary Disability payments (including Workers' Compensation payments), the employee may request integration of leave accruals as a supplement to disability or workers' compensation benefits up to the employee's full regular compensation. To exercise this option, the employee must tender a copy of his/her SDI. Workers' Compensation or temporary disability payment award letter and remittances to the Authority. The



Authority will then provide a supplemental paycheck for the value of the difference between those payments and the employee's regular pay from the employee's sick leave accruals. Part-time and temporary employees are covered by and shall receive the benefits provided by the Workers' Compensation Insurance Plan of the Authority but shall not be eligible for any other benefits in this section except for those provided by law.

7.7 Other Leaves of Absence

The Authority acknowledges the applicability of the following other leaves and grants rights in accordance with state and federal laws and the Authority's Personnel Rules for these leaves. For more information on these leaves, please contact your supervisor or the Human Resources manager.

Military Leave
Military Spouse Leave
Family Medical Leave (federal FMLA and state CFRA/PDLL/PLA)
Bereavement Leave
Jury Duty
Voting Leave
School Partnership Leave
And other Leaves as designated by State or Federal laws to address emergencies

8 Cafeteria Plan.

8.1 Authority Contribution.

The Authority shall maintain an account for each full-time employee in regular or probationary status within the Authority's cafeteria plan. The Authority shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family or employee only, to each employee's account.

The benefit levels by classification for all eligible employees will be provided annually at open enrollment, upon appointment, and anytime an employee has a qualifying health event allowing them a special enrollment period.

The Authority, as part of the Cafeteria Plan, will offer a compliant flexible benefits plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. These monies will accumulate and be available for approved uses on a pre-tax basis as allowed by law. Each employee will be solely and personally responsible for any federal, state, or local tax liabilities of the employee that may arise out of the



implementation of this plan or any penalty that may be imposed, therefore.

8.2 Medical Plans Provided

During the term of this Agreement, the Authority reserves the right to change health care providers and the parties shall meet regarding any such change.

All new employees, and current employees who were hired after July 1, 2007, must select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the Internal Revenue Service (IRS) regulations covering Flexible Benefits plans.

8.3 Approved Account Uses.

The monies in an employee's account shall be used for one or more of the following purposes only:

1. Payment of premium charges for the medical insurance program in which the employee is enrolled.
2. Payment of premium charges for the dental insurance program in which the employee is enrolled.
3. Payment of premium charges for the vision insurance program in which the employee is enrolled, and/or
4. Cash-out options as provided in Section 8.4.

The Authority also independently funds life insurance premiums through each employee's account.

8.4 Cash Out in Lieu of Medical Coverage (Hire dates prior to 7/1/07)

For employees hired before July 1, 2007, the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan. No Cash Out option is available to employees hired after July 1, 2007 or for returning employees hired prior to July 1, 2007 with a break in service of longer than 90 days from the Authority.

8.5 Future Medical

If plans change or premiums increase for medical plans to which Authority employees subscribe, the Authority will increase the Authority's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage. For employees who elect employee only or employee plus one coverage, any Authority increase to the employee's account shall be limited to the amount



necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage. In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical, dental and/or vision plans, the Authority shall make a payroll deduction from the employee's pay to cover the difference in cost.

8.6 Dental Insurance

The Authority will offer dental insurance coverage for all full-time employees who have successfully completed an initial probationary period and their eligible dependents.

8.7 Vision Insurance

The Authority will offer vision insurance coverage for all full-time employees who have successfully completed an initial probationary period and their eligible dependents.

8.8 Life Insurance

The Authority will provide life insurance coverage for the unrepresented units according to the following schedule:

UNREPRESENTED UNIT	LIFE INSUR BENEFIT	EFFECTIVE DATE
Safety Management	\$150,000*	When feasible
Non-Sworn Management	\$50,000	Immediately
Non-Exempt Admin & Confidential	\$75,000*	Immediately
Non-Exempt Professional & Technical	\$30,000	Immediately

*The amounts with an asterisk are higher than the IRS allowable de minimis fringe benefit amount of \$50,000 in qualified group life insurance. Employees who are enrolled at the \$75,000 and \$150,000 level will need to be taxed based on IRS table 2.2 in IRS Publication 15B Fringe Benefits, and the cost from the table reported on their W2 in Box 12 with Code "C".

9 Retirement.



9.1 PERS Formulas.

The Authority's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

a) Miscellaneous

Tier 1 – Retirement benefits for classic members hired on or before December 16, 2010, will receive the following PERS benefits.

- PERS 2.5% @ 55 retirement formula
- Single highest year final compensation
- Employee must pay an 8% member contribution

Tier 2 – Miscellaneous hired on or after December 17, 2010 and on or before December 31, 2012 will receive the following CalPERS benefits:

- 2% @55 retirement formula
- Three-year average final compensation
- Employee must pay a 7% member contribution

Tier 3 (PEPRA)– New Members, hired on or after January 1 2013, and those who qualify as “new employees” under the Public Employees’ Pension Reform Act (“PEPRA”) shall be subject to all the provisions of that law, including but not limited to:

- 2% @62 retirement formula
- Three-year average final compensation
- Employee must pay 50% of the “normal cost” of retirement (in 2020, 7%)

Division Chiefs pay 3% towards the Authority's employer contributions.

a) Safety

Tier 1 - Classic employees hired on or before July 1, 2010 receive the following retirement benefit:

- 3.0% @ age 50 retirement formula
- Single highest year final compensation
- CalPERS 1959 Survivor Benefit Level Four (4)
- Employee must pay a 9% member contribution

Tier 2 - Classic employees hired after July 1, 2010 and on or before December 31, 2012 receive the following retirement benefit:

- 3.0% @ age 55 retirement formula
- Single highest year final compensation
- CalPERS 1959 Survivor Benefit Level Four (4)
- Employee must pay a 9% member contribution



Tier 3 (PEPRA) "New Employees" hired on or after January 1, 2013, and those who qualify as a "new member" under the Public Employees' Pension Reform Act are subject to all the provisions of the law, including, but not limited to:

- 2.7% @ age 57 retirement formula
- Three-year average of final compensation
- Employee must pay 50% of normal cost as determined by CalPERS

9.2 Retiree Health

Authority retirees covered by this Resolution and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank as described herein, in Section 7.5 Sick Leave Conversion at Retirement.

The Authority agrees to explore a tax-deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves. The Authority agrees to report back to employees in the Unrepresented Units under this section within twelve (12) months following adoption and approval of this Resolution by the Authority Board.

10 Other Benefits and Incentives

10.1 Bilingual Pay

Unrepresented Non-Management employees who are required to communicate in languages other than English, as part of their regular assigned duties, may be compensated with an additional two percent (2%) of the employee's base salary, if the following criteria are met:

- i. Approval from the Division Chief that an assignment requires the need for the specific alternate language.
- ii. Certification by a qualified third-party language testing service that the employee has successfully demonstrated the ability to communicate fluently in the language determined as necessary by the Division Chief. Qualifying languages are Spanish, American Sign Language, and any other language designated by the Fire Chief as beneficial to the Authority.

10.2 Uniforms

Fire Division Chiefs are required to wear uniforms on the job, therefore, the Authority will provide a uniform allowance of one thousand, one hundred dollars (\$1,100) per year to employees in the Fire Division Chief classification.



The Fire Chief uniform allowance describe above will be paid annually on the regular payday for the pay period that includes June 30, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances in the pay period that includes June 30, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment. For classic members only, the Authority shall pay uniform allowances and report the uniform allowances as required by CalPERS rules and regulations.

Fire Inspectors will be provided uniform shirts to wear and will also receive a uniform jacket as needed.

All Authority-furnished equipment and clothing remains in the ownership of the Authority and must be returned when an employee leaves employment.

10.3 Retention Incentive

Unrepresented Non-Management employees who have completed 10 years of services will received 40 hours of vacation time added to their vacation accruals in the first full pay period after 10 years of service and after ever subsequent five years. The 40 hours is not retroactive and will not be paid for partial years.

Unrepresented Management employees who have completed 5 years of services will received 40 hours of vacation time added to their vacation accruals in the first full pay period after 5 years of service and after ever subsequent five years. The 40 hours is not retroactive and will not be paid for partial years.

10.4 Training and Education

10.4.1 *Material and Training.*

The Authority will pay for education material and necessary training courses to obtain and maintain certification(s), licenses, or to acquire skills and abilities that add value to the District and are related to the work that you perform or the duties the Authority may require. The Authority agrees to assist employees in the following manner:

- 1) Tracking certification and education requirements and completion dates for each employee.
- 2) Reimbursing the employee for the cost of the certificate, designation, or license application.
- 3) Reimbursing the employee, upon completion of "employee responsibilities" below, for the cost of tuition, approved books and materials and mileage to attend required classes or seminars.
- 4) Providing an appropriate number of paid leave hours to obtain



or maintain such required certificates as approved by the division chief or designee.

- 5) Upon documentation showing successful completion of the test, reimbursing the cost of the test.

The responsibilities of the employee include:

- 1) Obtaining prior approval from department head or designee for each specific course or seminar, time, location and cost.
- 2) Providing receipts for expense reimbursement.
- 3) Returning books and study materials to the Authority for other employee usage.

10.4.2 Education Reimbursement.

Upon Fire Chief approval, an employee who completes a course of study and receives a grade of C or better may be reimbursed for books, supplies and tuition up to a maximum of \$2,500.00 per fiscal year, for courses taken at public colleges or universities in California or for the California tuition equivalent for courses that must be taken at colleges or universities outside of California public education system.

10.4.3 Fire Inspector and Plan Check Examiner Certifications

Fire Inspector

Fire Inspectors will be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of six percent (6%) above base pay for receiving and maintaining any of the four (4) Authority-approved Essential Certifications or their equivalent:

Essential Certifications:

- ICC Residential Building Inspector or ICC California Residential Building Inspector
- ICC Commercial Electrical Inspector (based on the NEC)
- ICC California Commercial Mechanical Inspector or IAPMO Mechanical Inspector
- ICC California Commercial Plumbing Inspector or IAPMO Plumbing Inspector

In addition, once a Fire Inspector receives the four (4) Essential Certifications specified above, he or she shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Authority, up to an additional three percent (3%) total.



Authority Approved Certificates:

- ICC Commercial Building Inspector or ICC California Commercial Building Inspector
- CASP certification (Division of the State Architect's, DSA, certified Access Specialists Program Certification)
- ICC Building Plans Examiner or ICC California Building Plans Examiner

Plan Check Examiner

Plan Check Examiners shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of six percent (6%) above base pay for receiving and maintaining any of the four (4) Authority-approved Essential Certifications or their equivalent:

Essential Certifications:

- ICC Residential Building Plans Examiner or ICC California Residential Building Plans Examiner
- ICC Building Plans Examiner or ICC California Building Plans Examiner
- IAPMO UMC Mechanical Plans Examiner
- IAPMO UPC Plumbing Plans Examiner

In addition, once a Plan Check Examiner receives the four (4) Essential Certifications specified above, he or she shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Authority, up to an additional three percent (3%) total.

Authority Approved Certificates:

- CASP certification (Division of the State Architect's, DSA, Certified Access Specialists Program Certification)
- ICC Electrical Plans Examiner
- ICC Commercial Building Inspector or ICC California Commercial Building Inspector

No employee may be entitled to receive more than nine percent (9%) total above base pay under this section 10.4.3.



10.5 Management Professional Development

Unrepresented Management Employees shall receive \$960 per calendar year to be utilized at the discretion of each individual employee for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities. Requests for reimbursement must be approved by a Division Chief (or in the case of a request by a Division Chief, the Fire Chief) and will be reviewed for relevance to Authority employment by the Human Resources manager.

10.6 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his/her job or to attend required training shall be compensated at a rate established by the Internal Revenue Service. It is understood that such reimbursement does not apply to commuting by employees to or from their residences.

10.7 Deferred Compensation

Employees in the unrepresented unit are management classes both sworn and non-sworn are eligible to participate in an Authority sponsored 457 deferred compensation plan and an Authority sponsored 401(a) deferred compensation plan.

Based on their classification, employees may also be eligible for an Authority match as show below.

- Exempt unrepresented management employees are eligible for an Authority match of up to 5% of their annual salary.
- Non-exempt employees in the unrepresented employee groups are eligible for an Authority match of up to 3% of their annual salary. Matching will be based on each employee's contributions and annual salary. A fully executed Personnel Action Form shall establish eligibility for all deferred compensation contributions for Confidential Employees Unit employees, which must be approved by both the Division Chief and Fire Chief.



10.8 Personnel Files

The Authority will maintain an official personnel file for each of its employees. Personnel files contain such personnel records as may be deemed necessary for the administration of labor and employment relations in the Authority. Personnel files shall be made available to employees for inspection within a reasonable time after an employee's request and without loss of pay, provided that employees shall make arrangements with their supervisor if the inspection occurs on duty.

**AGREEMENT FOR REORGANIZATION AND TRANSITION OF AFSCME-REPRESENTED EMPLOYEES
BETWEEN THE ROSS VALLEY SANITARY DISTRICT AND AFSCME LOCAL 2167**

Presented to the District Board of Directors on April 20, 2016

1. The Ross Valley Sanitary District (District) and AFSCME Local 2167 (AFSCME) are executing this Agreement regarding the District's reorganization, to become effective upon ratification by employees represented by AFSCME and approval by the District's Board of Directors ("BOD" or "Board") in open session. This one-time agreement is being executed separately from the execution of the Memorandum of Understanding between Sanitary District No.1 of Marin County and AFSCME, Local 2167 (2015-2018 MOU).
2. Adopt the following new nonexempt job classes to be represented by AFSCME: Repair Supervisor, Condition Assessment Supervisor, Line Maintenance Supervisor, Pump Station Supervisor, Crew Lead and Collections Systems Worker. **Abolish** the existing job class of SCADA Technician.
3. Upon approval of this Agreement by the Board, the salary schedule below shall replace Exhibit A in the 2015-2018 MOU.

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Collection Systems Worker	R13	\$5,404.90	\$5,675.14	\$5,958.90	\$6,256.84	\$6,569.68	\$6,898.17
Engineering Technician	R18	\$6,115.14	\$6,420.90	\$6,741.95	\$7,079.04	\$7,432.99	\$7,804.64
Crew Lead	R22	\$6,749.97	\$7,087.47	\$7,441.85	\$7,813.94	\$8,204.64	\$8,614.87
Inspector	R23	\$6,918.72	\$7,264.66	\$7,627.89	\$8,009.29	\$8,409.75	\$8,830.24
Condition Assessment Supervisor	R25	\$7,268.98	\$7,632.43	\$8,014.05	\$8,414.76	\$8,835.50	\$9,277.27
Line Maintenance Supervisor	R25	\$7,268.98	\$7,632.43	\$8,014.05	\$8,414.76	\$8,835.50	\$9,277.27
Pump Station Supervisor	R25	\$7,268.98	\$7,632.43	\$8,014.05	\$8,414.76	\$8,835.50	\$9,277.27
Repair Supervisor	R25	\$7,268.98	\$7,632.43	\$8,014.05	\$8,414.76	\$8,835.50	\$9,277.27
Inspection Supervisor	R30	\$8,224.19	\$8,635.40	\$9,067.17	\$9,520.53	\$9,996.55	\$10,496.38

CWEA CERTIFICATE PREMIUM PAYS: Receive INDICATED % of base pay for each current certification, up to 10%.

Collection System Maintenance Grade 2 – 2.5%

Collection System Maintenance Grade 3 – 5.19% for current Grade 3 cert. holders;
2.5% for future certification.

Plant Maintenance/Mechanical Technologist Grade 1 – 2.5%

Mechanical Technologist Grade 2 – 2.5%

Note: This salary schedule (Exhibit A to the MOU) contains the complete list of job classifications represented by AFSCME Local 2167.

4. All represented employees will complete the transition to the new job classes within 90 days of Board of Director's adoption of the District-wide reorganization.
5. The following reclassifications will occur for existing incumbents:
 - a. All incumbents of the job class "Maintenance Worker" will be reclassified to the job class "Collection System Worker".
 - b. All incumbents of the job classes "Maintenance Supervisor", "CCTV Lead Operator" and "Senior Maintenance Supervisor" will be reclassified to the job class "Crew Lead".
6. Reclassified employees will be placed in ranges shown above at their current pay step, unless their current pay exceeds the range. In such instances, employees will be "Y-rated" until the recruitments for the new Supervisor job classes are completed or until July 1, 2016, whichever is later.
7. Employees who are reclassified for the purposes of the reorganization transition are not required to serve a six-month probationary period for their initial placement into their new job classification.

8. Employees who are reclassified have no right to retreat to the former positions as described in Personnel Policy P203—former positions are deleted.
9. The job classifications of Repair Supervisor, Condition Assessment Supervisor, Line Maintenance Supervisor, and Pump Station Supervisor will be filled through promotional recruitment, which is initially be limited to those employees reclassified into the “Crew Lead” job classification. Applicants must meet the prescribed minimum qualifications for the class applied for in order to receive consideration, and any incumbent applicants in this recruitment who do not meet the minimum qualifications will be given two (2) years to meet the minimum qualifications. If after two (2) years the minimum qualifications are not met, the incumbent will have retreat rights to the “Crew Lead” classification as described in District policy P203.

APPENDIX I

Payroll Administration Information

Munoz Payroll Services

Helena Munoz

7 Corte Mesa Dr, San Rafael, CA 94901

Hmunoz.payrollsvcs@gmail.com

(415) 342-1730

The estimated work (may change according to the Agency's need)

Staff training Training (2 days/pay period for the process of 2 or 3 payrolls)	\$3,600.00
Preparation of Quarter Tax reports 2hrs each quarter Year one	\$ 600.00
120 hours for pre-payroll implementation	\$9,000.00
Plus 5-10 hours a pay period for the first four to six payroll cycles @ \$75 per week up to	\$4,500.00
*The Authority will be billed only for actual hours worked as needed	
Total estimated amount	\$17,700.00

Helena J. Munoz

Payroll and Benefits Advisor

Helena Munoz has over 12 years of experience in public sector payroll and accounts payable and receivable administration as both an employee and as the owner of her own payroll processing firm. She has managed payrolls both large (500 employees) and small which have included safety and non-safety personnel. She is accomplished at running routine payroll reports and producing various state and federal payroll documents, payroll systems implementation, coordination with CalPERS and the State Controller's Office for reporting as well as quarterly an federal remittances and reporting. Helena has provided implementation services for new payroll and time keeping packages and helped has helped to reconcile FLSA issues. She has experience with Eden, Paychex, Springbrook, and Munis (Tyler Technologies) software and possesses strong Excel skills. She has strong customer service skills and possesses superior attention to detail.

PROFESSIONAL EXPERIENCE

REGIONAL GOVERNMENT SERVICES

Payroll and Benefits Advisor

Ms. Munoz is assigned to and providing services for:

- Ross Valley Sanitary District, Payroll and Benefits Advisor
- Coachella Cemetery District, Payroll and Benefits Advisor
- City of Clearlake, Advisor

CITY OF SAUSALITO

Senior Accountant

- Oversee all aspects of Accounts Payable, Accounts Receivable, and Payroll functions for the City.
- Prepared and reconciled CalPERS health and retirement accounts; aligned General Ledger, pay system codes, and CalPERS account strings
- Implemented Paychex and Springbrook Payroll modules and ESS Portals and automated employee's timesheets
- Bank Reconciliation and journal entries for Ross Valley Fire Department
- Prepare State Controllers Report for Transparent California
- Prepare and file Federal and State Returns and reconcile and pay benefit vendors and labor organizations

TOWN OF SAN ANSELMO

Accounting Benefit Technician

- Process Payroll for the Town of San Anselmo and Ross Valley Fire Department on a semi-monthly basis using Incode10 Tyler Technologies.
- Accounts Payable for Ross Valley Fire Department
- Implemented Tyler ESS Portal and automated employee's timesheet for the Town of San Anselmo
- Bank Reconciliation and journal entries for Ross Valley Fire Department

- Prepare State Controllers Report for Transparent California for the Town of San Anselmo and Ross Valley Fire Department
- Prepare and file Federal and State Returns for both locations
- Accounts Receivable for Ross Valley Fire Department

MUNOZ PAYROLL SERVICES

Owner

- Payroll Administrator for Novato Fire Department from May 2018 to October 2019-
- Processed payroll for the Fire Department while they recruit for a full-time position.
- Payroll Administrator for Schell Vista Fire Department – From May 2019 – Present – Assisted on the new MOU implementation and new FLSA rules. Review payroll process twice a month for the Fire Department.

CITY OF SAN RAFAEL

Payroll Administrator

- Managed payrolls for 500 employees on a semi-monthly basis using Eden Tyler Technologies.
- Created a dual calculation report to settle FLSA issues between Fire and Police 7K Schedule and Semi-monthly payroll.
- Implemented Eden HR Web Portal and automated employee's timesheet
- Assist with Journal entries and budget preparations
- Prepare State Controllers Report for Transparent California
- Prepare and file Federal and State Returns for the City
- Produce Compensation reports for Labor Negotiations

CITY OF SAN RAFAEL

Payroll Technician

- Process worker's compensation payments, garnishments, audit new hires paperwork, calculate and pay terminations, process pay increases.
- Review all Personal Actions and hire paperwork for Human Resources to ensure proper employee setup
- Audited online time sheet approvals
- Prepare reports for Retirement, Association Dues, and submit tax deposits
- Managed employee 457, RHS, IRA and 401A plans for those who maximized qualified plan.
- Reconciled quarterly taxes and managed state SUI tax rates.

EDUCATION AND PROFESSIONAL AFFILIATIONS

- Member of CalGogHR since 2020
- Member of CSMFO since 2017
- Member of the American Payroll Association since 2007 - Payroll Processional Certification Course
- Francelina Carneiro Setubal – Vila Velha, Brazil - AS: Early Childhood Education
- Vasco Coutinho – Vila Velha, Brazil - AS: Accounting – not finished
- Contra Costa College -San Pablo, CA - Major: Business Management – in Progress

APPENDIX J

Employee File Structures

Personnel Files Audit and Checklist

Personnel File

Can be viewed by: HR professional staff, supervisors, and employee by request

Section I

- Employment application and/or resume
- Job Offer Letter
- Clearance of pre-employment documentation
- Employee Documents and Orientation Checklist
- Emergency contact information
- Special licenses and certifications

Section II

- Personnel Action Forms
- Status Change Forms
- Address Change Forms
- Payroll Change Forms
- Direct Deposit Forms
- W-4 Federal tax withholding form
- DE-4 State tax withholding form

Section III

- Goal setting
- Performance Evaluations
- Performance Improvement Plans

Section IV

- Training and certification records
- Commendations, awards and other evidence of specific accomplishments

Section V

- Disciplinary Action Documentation – official, documented, and signed
 - Verbal and written warnings with supporting documentation (signed and reviewed) Verbal warning documentation could be a written document sent to the employee summarizing the conversation.

Section VI

- Employee Handbook Acknowledgement – signed copy
- Medical Provider Network Acknowledgement Form
- Sexual Harassment Acknowledgement Form
- Miscellaneous Acknowledgement forms
- Equipment and property check-out forms

Section VII

- Attendance Records

Section VIII

- Resignation letter

- Termination documentation
- Exit interviews
- Separation checklists

Confidential Files

Medical and Medically Related Confidential Folder

Medical files carry special rules of their own. The ADA states that information from medical exams is confidential and must be maintained separately. Access is limited. Supervisors and managers, for example, may be informed of necessary restrictions on work; first aid and safety personnel may also need to be informed appropriately. Similarly, the FMLA requires that employees' medical records and those of their family members be kept in separate, secure locations.

Section I

- Benefit Election and Payroll Deduction Authorization Forms
- COBRA Notices

Section II

- Medical Enrollment/ Declination
- H.S.A/HRA Forms

Section III

- Dental Enrollment/Declination
- Vision Enrollment/Declination

Section IV

- Life/ADD/STD Insurance forms

Section V

- Results of any physicals, drug and alcohol testing
- Medical history questionnaires
- Medical evaluations and related documents
- Any documents about past, or present health, mental condition, or disabilities

Section VI

- Requests for FMLA leave and related documents
- Requests for ADA accommodations and related documents
- Notes from doctors

Section VII

- Workers' Compensation history, claims, and related documents

Non-medical Confidential Folder

Section I

- Verifications of Employment
- Garnishments/ Liens

Section II

- Retirement forms

Pre-Employment and Employed File

Not viewed by employee

Section I

- Application
- Resume
- Correspondence
- Results of background checks – Make sure that personal identification such as birthdate, social security number, license or other identification numbers are masked or blocked out on your copies.
- Employment references
- Any testing, exercises or assessments for the employee. A summary or checklist to determine that this candidate was most qualified for the position
- Copies of job advertisements used or job orders submitted to temporary or recruitment firms

Section II

- Any notes and documents related to employee investigation – client, supervisor, or co-worker reports
- Complaints where no action was taken
- Overturned disciplinary actions

Other Folders: Organized by project or function – not for each employee

Again, these folders are only accessible by the HR professional staff or designated management person responsible for securing the information.

Payroll Information

- Copies or originals of all employee tax withholding paperwork – for federal, state, and local taxes
- Timesheets or timecards for hours worked completed by employee
- Records for hours worked, time off taken, per period payroll totals and itemized deductions
- Any garnishment orders

For Each Hire or Recruitment

- Any employment applications, testing, background checks, and assessments on candidates not chosen.
- Any notes or comments about candidates or new employee that is not verifiable or substantial – these should be shredded or destroyed

I-9 Folder

- This should contain the completed I-9 forms or copies for each employee. All employees should have the I-9 forms in the same folder.

RESOLUTION_____

APPROVING THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
PERSONNEL TRANSITION PLAN

WHEREAS, On February 20, 2018, the City of Tracy and the Tracy Rural Fire Protection District entered into the Joint Powers Agreement of the South San Joaquin County Fire Authority (Agreement), and

WHEREAS, the South San Joaquin County Fire Authority (Authority) was formed to provide for the joint exercise of powers to provide a full range of fire services within the Authority's jurisdictional area, and

WHEREAS, the Authority is authorized, in its own name, to do all acts necessary for the exercise of its powers including the hiring and employment of personnel to fulfill its mission, and

WHEREAS, Section 1.6 of the Agreement states that the initial member agencies desire to transition to having the Authority employ its own personnel, and

WHEREAS, Section 1.6 of the Agreement also states that in the event the Authority elects to employ its own personnel, the Chief Executive Officer of the Authority shall prepare a Personnel Plan detailing how the Authority would employ its own personnel, and

WHEREAS, the Chief Executive Officer and staff have prepared a Personnel Transition Plan identifying the specific components necessary to transition employees from the City of Tracy to the Authority, and

WHEREAS, the transition of the City's fire personnel to the SSJCFA by January 2022 is contingent upon the successful completion and resolution of all of the personnel-related items including but not limited to a CalPERS contract providing the same retirement benefits to staff and negotiating labor agreements;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the Personnel Transition Plan of the South San Joaquin County Fire Authority.

The foregoing Resolution_____was adopted by the Tracy City Council on the 17th day of August, 2021, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Resolution _____
Page 2

MAYOR

ATTEST:

CITY CLERK