ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, AUGUST 25, 2026 – 1:00 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, August 25, 2026, in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

Reports and Documents relating to each agenda item are on file at CONFIRE and are available for public inspection during normal business hours.

The Public Comment portion of the agenda pertains to items NOT on the agenda and is limited to 3 minutes for each speaker. Pursuant to the Brown Act, no action may be taken by the Administrative Committee at this time; however, the Committee may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact CONFIRE at (909) 356-2302. Notification 48 hours prior to the meeting will enable CONFIRE to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the Administrative Committee.

Liz Berry
1743 Miro Way, Rialto, CA 92376
909-356-2302
lberry@confire.org

CALL TO ORDER

a. Flag Salute
b. Roll call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 3 minutes for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

1. Approve the Administrative Committee Meeting Minutes of July 21, 2026.
2. YTD Call Summary
3. YTD Answer Time
4. YTD Billable Incidents
5. Call Processing Time Analysis - July 2026
6. ECNS Report - July 2026
7. Accept and file Deputy Executive Director contract for Joe Barna.
8. Accept and file Deputy Executive Director contract for Damian Parsons.
9. Amendment No. 1 to Non-Financial Agreement - SBCFPD - EMS Services

DIRECTOR REPORT

a. Communications Division Update - Nathan Cooke
b. Finance/Admin. Division Update - Ivan Ramirez
c. MIS Division Update - Renan Mamaril
d. EMS Division Update - Joe Barna

SUBSIDIARY COMMITTEE REPORTS

a. Ops Chief Committee Report - Chief Augie Barreda

OLD BUSINESS

10. Executive Director Contract - Nathan Cooke- Chief Harker - **ACTION ITEM**

NEW BUSINESS

11. Drone Response Program - Renan Mamaril - **ACTION ITEM**

12. Motorola T1 Upgrades - Renan Mamaril - **ACTION ITEM**

13. EUNA Solutions Inc. Budget Software Subscription Agreement - Ivan Ramirez - **ACTION ITEM**

14. NetSuite Support and Development Services Agreement - Ivan Ramirez - **ACTION ITEM**

15. Executive Director Ambulance Contracting Authority - Nathan Cooke - **ACTION ITEM**

16. Administrative Policy 3.016 - Public-Based Ambulance Rate-Setting Methodology - Joe Barna - **ACTION ITEM**

17. Resolution 2026-03 - Joe Barna - **ACTION ITEM**

ROUND TABLE

CLOSED SESSION

18. Conference with Labor Negotiators: Government Code section 54957.6 CONFIRE Negotiator - Nathan Cooke, Employee Organization(s) - Teamsters

19. Review and update Existing Litigation - Government Code section 54956.9: AMR Lawsuit

20. Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation pursuant to Government Code section 54956.9(d): One potential Case

ADJOURNMENT

Upcoming Meetings:

Next Regular Meeting: CONFIRE Joint Board of Directors & Administrative Committee Meeting, September 22, 2026, at 1:00 p.m.

POSTING:

This is to certify that on August 20, 2026, I posted a copy of the agenda:

- 1743 Miro Way, Rialto, CA
- on the Center's website which is www.confire.org
- 25541 Barton Rd., Loma Linda, CA

/s/ Liz Berry

Liz Berry

Clerk of the Board

ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, JULY 21, 2026 – 1:00 PM

LOMA LINDA EOC - 25541 BARTON RD., LOMA LINDA

MINUTES

ROLL CALL

ADMINISTRATIVE COMMITTEE MEMBERS:
Chief Buddy Peratt, Apple Valley Fire Protection District
Chief Dave Williams, Chino Valley Fire District
Chief Justin Weems, Colton Fire Department
Chief Dan Harker/**Chair**, Loma Linda Fire Department
Chief Augie Barreda, Rancho Cucamonga Fire Department
Chief Rich Sessler/**Vice Chair**, Redlands Fire Department
Chief Chris Jensen, Rialto Fire Department
Chief Bertral Jackson, San Bernardino County Fire
Chief Bobby Clemmer, Victorville Fire Department

CALL TO ORDER

a. Flag Salute
b. Roll Call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 3 minutes for each speaker)

No statements were made.

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

No conflicts were announced.

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

1. Approve the Administrative Committee Meeting Minutes of June 23, 2026.
2. CONFIRE Operations Statement as of June 30, 2026.
3. Fund Balance Report as of June 30, 2026.
4. YTD Call Summary
5. YTD Answer Time
6. YTD Billable Incidents
7. Call Processing Time Analysis – June 2026
8. ECNS Report – June 2026
9. Independent Contractor Agreement – Wittman Enterprises, LLC. – Second Amendment

Motion to accept all items on Consent.

Motion by: Chief Buddy Peratt
Second by: Chief Chris Jensen
Yes – 9
No - 0
Abstain –0
Absent – 0

DIRECTOR REPORT

Interim Director Nathan Cooke updated the Administrative Committee on the status of Arrowbear. The CONFIRE team continues to work on bringing them on as a Contract Agency.

a. Communications Division Update – Angela Haddad
   - *Recruitment continues.*
   - *Attended FireSense launch in Rancho Cucamonga.*
b. Finance/Admin. Division Update – Damian Parsons
   - *Yearend close, now in the accrual process.*
   - *Finishing audit.*
   - *Oracle implementation continues.*
   - *Evaluating budget book software.*
c. MIS Division Update – Renan Mamaril
   - *MIS continues to build out the Desert Center and the VCC.*
   - *MIS continues its ongoing protection with BitLocker.*
d. EMS Division Update – Chief Joe Barna
   - *Significant progress moving toward Oct. 1st deployment date.*
   - *Priority has identified 3 ambulance locations, Rancho Cucamonga, Victorville, and San Bernardino (East Valley).*
   - *Ambulances continue to roll in and ICEMA inspections have begun.*
   - *100% of key personnel secured. Conducting interviews daily, continue to work thru the field applications and transition existing workforce over.*

- *RFQ policy going before the committee today.*
- *Comprehensive review being undertaken on the CONFIRE policies, procedures, and framework to make more effective. Expect a complete refresh.*
- *From the Communications side, the EMS implementation team along with Communication personnel, visited Maricopa County to experience their customer service platform.*
- *Continue to work on training material for incoming personnel.*
- *Complex pace plans in review for go live, which will be driven into policy format after implementation.*
- *Operations standpoint – incredibly prepared and confident to move forward.*
- *CONFIRE hiring is going well, hope to make several offers within the next week.*
- *Informed the Administrative Committee that there will be many agreements forthcoming.*
- *Hosted 3 townhall meetings which included healthcare, hospitals, and law enforcement.*

SUBSIDIARY COMMITTEE REPORTS

a. Ops Chief Committee Report – Chief Augie Barreda

Ops group did not meet this month. Chief Barreda updated the Administrative Committee on the County Fire Drone program. He will be formally presenting the project to the Administrative Committee in August for action.

NEW BUSINESS

10. Resolution 2026-02 City of Ontario Loan – Damian Parsons – **ACTION ITEM**

On December 5, 2023, the County of San Bernardino awarded CONFIRE a contract to provide Advance Life Support and Basic Life Support ground ambulance services, interfacility transport services, and critical care services within designated Exclusive Operating Areas in San Bernardino County.

To provide sufficient working capital for ambulance operation startup costs, CONFIRE negotiated a loan agreement with the City of Ontario (Ontario) in an amount not to exceed $20 million. On May 26, 2026, the CONFIRE Board of Directors authorized the Chairperson to execute the revised loan agreement with Ontario. The agreement was subsequently executed by CONFIRE and Ontario.

The executed loan agreement allows CONFIRE to request advances in amounts ranging from $1 to $5 million, subject to an aggregate maximum outstanding principal amount of $20 million. Each request must be submitted to Ontario at least 10 business days before the proposed advance date.

The loan agreement requires CONFIRE to provide Ontario with a duly executed resolution authorizing the borrowing transactions and identifying officers authorized to act on CONFIRE's behalf. Adoption of the proposed resolution will satisfy this requirement and establish authority necessary to request the initial and any subsequent advances.

The proposed resolution authorizes the Executive Director or Deputy Executive Director to request advances and execute payment schedules, notices, and other documents necessary to administer the loan agreement. The resolution does not authorize borrowing beyond the $20 million maximum previously approved by the Board of Directors.

Loan proceeds will be deposited into the EMS Division Enterprise Fund (Fund 5020) and will be used for ambulance administration, personnel, equipment, operations, billing,

The exact principal and interest payments will depend on the amount and timing of each advance and the Local Agency Investment Fund (LAIF) daily effective yield in effect on the first closing date. Principal and interest payments will be made from EMS Division revenues in accordance with the loan agreement and applicable payment schedule.

Sufficient revenue and appropriations are included in the EMS Division budget 2026-27 budget for anticipated loan proceeds, ambulance implementation costs, and loan payments.

**Chief Jensen advised the Administrative Committee that he submitted a letter to the Interim Executive Director concerning the loan itself and the position of the City of Rialto.*

Motion to approve Resolution 2026-02 authorizing borrowing under the City of Ontario CONFIRE EMS Program Loan Agreement and authorizing the Executive Director or Deputy Executive Director to request loan advances and execute related documents.

Motion by: Chief Bertral Washington
Second by: Chief Rich Sessler
Yes – 9
No - 0
Abstain – 0
Absent - 0

11. MOU – County Clarification – San Bernardino County– Damian Parsons – **ACTION ITEM**
CONFIRE maintains an agreement with San Bernardino County for administrative support services, including payroll processing, treasury services, labor negotiations support, access to the County's Geographic Information System (GIS), and other related services.

The existing agreement expired June 30, 2026. A new agreement is necessary to ensure the continued provision of these services. Changes to the MOU include the removal of County responsibilities for Human Resource services for recruitment and employee relations that are now being performed by internal staff. Other revisions were limited to administrative updates, grammatical corrections, and other minor non-substantive modifications.

The original MOU was approved by the Board of Directors on May 30, 2023. Pursuant to Board policy, subsequent renewals fall within the Administrative Committee's authority for approval.

The estimated cost for services provided under this MOU are $142,025 and have been included in the 2026-27 budget. Approval of the MOU will not require any additional costs to the CONFIRE agencies.

Motion to approve the Memorandum of Understanding with San Bernardino County for administrative services by various county departments for the term of July 1, 2026, through June 30, 2029.

Motion by: Chief Justin Weems
Second by: Chief Augie Barreda
Yes – 9
No - 0
Abstain –0
Absent –0

12. Mutual Aid RFQ – Chief Joe Barna (Interim Deputy Executive Director) – **ACTION ITEM**
CONFIRE has a need to preserve interfacility transport (IFT) and critical care transport (CCT) system resiliency while protecting the 911 system, CONFIRE's County ambulance service obligations, hospital relationships, and EMS system performance. Staff and legal counsel developed the attached policy to establish a formal process for identifying and approving private ambulance providers that may be eligible to provide IFT/CCT mutual aid support when appropriate. The EMS Subcommittee reviewed the policy and recommended approval by the Administrative Committee.
The policy establishes an annual RFQ process to determine whether interested private ambulance providers meet CONFIRE's qualifications for consideration as mutual aid partners. The RFQ will set forth the application requirements, documentation

requirements, evaluation criteria, renewal requirements, and review procedures. The policy authorizes the Executive Director, or designee, to develop and update those requirements as system needs, regulatory requirements, and risk considerations change without requiring an amendment to the administrative policy.

Submission of an RFQ response would not make a provider an approved mutual aid partner. To be recognized under the policy, a provider must respond to CONFIRE's annual RFQ, meet the minimum qualifications and requirements set forth in the RFQ, and enter into a mutual aid agreement approved by the Administrative Committee. Use of any approved partner would remain an operational decision based on system need, provider availability, patient care needs, hospital throughput, contract compliance, and the best interest of the EMS system.

The policy also establishes clear limitations. Approval under the policy does not authorize 911 response, posting 911 ambulance resources, CONFIRE subcontractor status, dispatch priority, exclusivity, market share, guaranteed transports, or any right to receive CONFIRE call volume. The policy applies only to private ambulance providers seeking IFT/CCT mutual aid partner status and does not limit existing 911 mutual aid, public agency mutual aid, disaster mutual aid, MHOAC, ICEMA, EMSA, or other emergency management processes.

There is no direct fiscal impact associated with the approval of the policy or the development of the RFQ. The RFQ process does not create a contract award, guaranteed transport volume, dispatch obligation, or payment commitment. Any future fiscal impact would depend on the terms of an individual mutual aid agreement and would return through CONFIRE's approval process before activation.

**Chief Williams inquired on an annual review. Dean Smith with the implementation team, stated that there is language in the policy that allows us to do an annual review.*

**Chief Jenson inquired on how this would pertain to the City of Rialto which has "201 rights". He was advised that this does not affect agencies with 201 rights. Should the City of Rialto wish to utilize our RFQ process we can include a piggyback for them.*

Motion to approve the IFT/CCT Mutual Aid Partner Administrative Policy and authorize the Executive Director, or designee, to develop and administer an annual Request for Qualifications (RFQ) process for private ambulance providers seeking consideration as IFT/CCT mutual aid partners.

Motion by: Chief Dave Williams
Second by: Chief Rich Sessler
Yes – 9
No - 0
Abstain –0

Absent –0

13. Central Square CAD Positions – Damian Parsons & Renan Mamaril – **ACTION ITEM**
Nineteen (19) additional CAD licenses with their associated subscription fees are needed to support the move to the new VCC. The new dispatch floor includes more workstations for ECNS, IFT, and Ambulance Dispatchers, as well as the new supervisor position, all of which require proper licensing under our CAD vendor agreement.

The initial costs for the license subscription fees will be $135,375 and will be funded from Fund 5020-EMS. This purchase price will cover the dates from September 1, 2025, to March 31, 2028. The recurring annual costs thereafter will be approximately $85,000.

Motion to approve the purchase of Central Square software licenses and associated subscription fees for an additional nineteen (19) CAD positions for the Valley Communications Center (VCC), for the not-to-exceed amount of $135,375, for the period of September 1, 2026, through March 31, 2028.

Motion by: Chief Bobby Clemmer
Second by: Chief Buddy Peratt
Yes – 9
No - 0
Abstain – 0
Absent –0

14. License Agreement – Rack Space High Desert – San Bernardino County – Damian Parsons – **ACTION ITEM**
On June 2, 2020, CONFIRE entered into an agreement for Rack and Antenna Space with the County of San Bernardino (Agreement No. 20-326) at the HDGC for the period of July 1, 2020, through June 30, 2025. CONFIRE remained in month-to-month occupancy through June 30, 2026, while evaluating integrating business operations into the Valley Communication Center.

After evaluating available options, CONFIRE Management has determined that renewing the contract is in the best interest of CONFIRE.

The updated agreement for non-exclusive use of Rack and Antenna Space will be for the period of July 1, 2026, through June 30, 2031. The agreement includes three (3) five-year options to extend the License Agreement under the same terms. The extension shall be automatic unless either party provides a 60-day written notice to terminate or notice of non-renewal.
The total cost during this License Agreement will be $109,736. The annual cost for year 1 is included in CONFIRE's 2026-27 budget (Fund 5008-Operations).

Motion to authorize the Interim Executive Director to approve and execute the updated License Agreement between the County of San Bernardino and CONFIRE for Rack and Antenna Space at the High Desert Government Center (HDGC) in the amount of $109,736, for the initial five (5) year term of July 1, 2026, through June 30, 2031, and three (3) five-year options to extend.

Motion by: Chief Dave Williams
Second by: Chief Justin Weems
Yes – 9
No - 0
Abstain – 0
Absent –0

ROUND TABLE

CLOSED SESSION

**The Administrative Committee entered Closed Session at 1:51 p.m.*

15. Review and update Existing Litigation – Government Code section 54956.9: AMR Lawsuit

16. Conference with Real Property Negotiators – Government Code section 54956.8
    -Property: 1743 Miro Way, Rialto, CA
    -Agency Negotiator: Nathan Cooke, Executive Director
    -Negotiating parties: County of San Bernardino
    -Under Negotiation: Price and terms of payment

17. Personnel matter – Public Employment Government Code section S45957(b): Title: Executive Director – ***Chief Rich Sessler***

**The Administrative Committee reconvened in Open Session at 3:24 p.m.*

The Administrative Committee has approved the hiring of Nathan Cooke as the Executive Director, with a July 25, 2026, effective date. Two (2) minor revisions will be made by Lindsay Moore, she will present to Nathan. If accepted, the topic will be brought back to the Administrative Committee in August for ratification.

ADJOURNMENT
Motion to adjourn the CONFIRE Administrative Committee Meeting
The meeting adjourned at 3:25 p.m.

Upcoming Meetings:

Next Regular Meeting: August 25, 2026, at 1:00 p.m.

/s/ Liz Berry

Liz Berry
Clerk of the Board

Item 2.

Call Summary

CONFIRE/Comm Center

1743 W Miro Way

Rialto, CA 92376 County: San Bernardino

Year: 20206

From: 1/1/2026

To: 6/30/2026

Period Group: Month

Call Type: All

Abandoned Filters: Include Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-26	16799	152	16951	0.90%	14143	564	14707	16155	3644	67	19866	51524	130.4
Feb-26	14720	157	14877	1.06%	12885	438	13323	14448	4175	53	18676	46876	131.8
Mar-26	19122	22	19144	0.11%	12258	436	12694	15533	3507	46	19086	50924	128.1
Apr-26	18199	39	18238	0.21%	11497	385	11882	14405	3173	76	17654	47774	126.2
May-26	19741	31	19772	0.16%	13184	539	13723	16549	3701	120	20370	53865	124.2
Jun-26	19045	17	19062	0.09%	13175	6100	19275	15780	3458	97	19335	57672	112.2
2026 Totals	107626	418	108044	0.39%	77142	8462	85604	93369	21658	459	115486	309134	125
2025 Totals	94704	3433	98137	3.50%	90187	5108	95295	91241	25226	604	117071	310503	123.4

PSAP Answer Time

CONFIRE/Comm Center
1743 W Miro Way
Rialto, CA 92376 County: San Bernardino

Month - Year: 1/1/2026- 6/30/2026
Agency Affiliation: Fire

From: 1/1/2026
To: 6/30/2026
Period Group: Month
Time Group: 60 Minute
Time Block: 00:00 - 23:59
Call Type: 911 Calls

Call Hour	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2026 Total	15,986	435	215	249	47	17	2	16,951
% answer time ≤ 10 seconds	94.31%	2.57%	1.27%	1.47%	0.28%	0.10%	0.01%	100.00%
% answer time ≤ 15 seconds	96.87%							
% answer time ≤ 40 seconds	99.61%							
February 2026 Total	14,047	356	165	222	56	30	1	14,877
% answer time ≤ 10 seconds	94.42%	2.39%	1.11%	1.49%	0.38%	0.20%	0.01%	100.00%
% answer time ≤ 15 seconds	96.81%							
% answer time ≤ 40 seconds	99.42%							
March 2026 Total	18,139	427	220	265	56	34	3	19,144
% answer time ≤ 10 seconds	94.75%	2.23%	1.15%	1.38%	0.29%	0.18%	0.02%	100.00%
% answer time ≤ 15 seconds	96.98%							
% answer time ≤ 40 seconds	99.51%							
April 2026 Total	17,069	448	242	318	101	54	6	18,238
% answer time ≤ 10 seconds	93.59%	2.46%	1.33%	1.74%	0.55%	0.30%	0.03%	100.00%
% answer time ≤ 15 seconds	96.05%							
% answer time ≤ 40 seconds	99.12%							
May 2026 Total	18,010	619	340	580	131	89	3	19,772
% answer time ≤ 10 seconds	91.09%	3.13%	1.72%	2.93%	0.66%	0.45%	0.02%	100.00%
% answer time ≤ 15 seconds	94.22%							
% answer time ≤ 40 seconds	98.87%							
June 2026 Total	17,668	527	261	469	89	47	1	19,062
% answer time ≤ 10 seconds	92.69%	2.76%	1.37%	2.46%	0.47%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	95.45%							
% answer time ≤ 40 seconds	99.28%							
Year to Date 2026 Total	100,919	2,812	1,443	2,103	480	271	16	108,044
% answer time ≤ 10 seconds	93.41%	2.60%	1.34%	1.95%	0.44%	0.25%	0.01%	100.00%
% answer time ≤ 15 seconds	96.01%							
% answer time ≤ 40 seconds	99.29%							
Year to Date 2025 Total	93,126	2,077	1,009	1,463	322	129	11	98,137
% answer time ≤ 10 seconds	94.89%	2.12%	1.03%	1.49%	0.33%	0.13%	0.01%	100.00%
% answer time ≤ 15 seconds	97.01%							
% answer time ≤ 40 seconds	99.53%							

CONFIRE Billable Incidents

Period: 01/01/2026 thru 07/31/2026

Jurisdiction	# of Incidents	% of Total
San Bernardino County	79,293	53.06%
VictorvilleFD	14,547	9.73%
RanchoCucamonga	11,777	7.88%
AppleValley	8,123	5.44%
ChinoValleyFD	8,019	5.37%
Redlands	6,984	4.67%
Rialto	6,870	4.60%
Colton	4,204	2.81%
MontclairFD	2,987	2.00%
Loma Linda	2,600	1.74%
Big Bear Fire	1,972	1.32%
San Manuel FD	1,397	0.93%
Running Springs	350	0.23%
Baker Ambulance	210	0.14%
Road Department	111	0.07%
Total	**149,444**	**100%**

BDC Division	# of Incidents	% of Total
East Valley	27,158	34.25%
Fontana	12,478	15.74%
Valley	10,573	13.33%
Hesperia	7,950	10.03%
South Desert	7,478	9.43%
North Desert	7,396	9.33%
Adelanto	3,410	4.30%
Mountain	2,740	3.46%
Hazmat	110	0.14%
Total	**79,293**	**100%**

CONFIRE 911 Call Processing Time Analysis

July 2026

July 2026

Contents

Figures

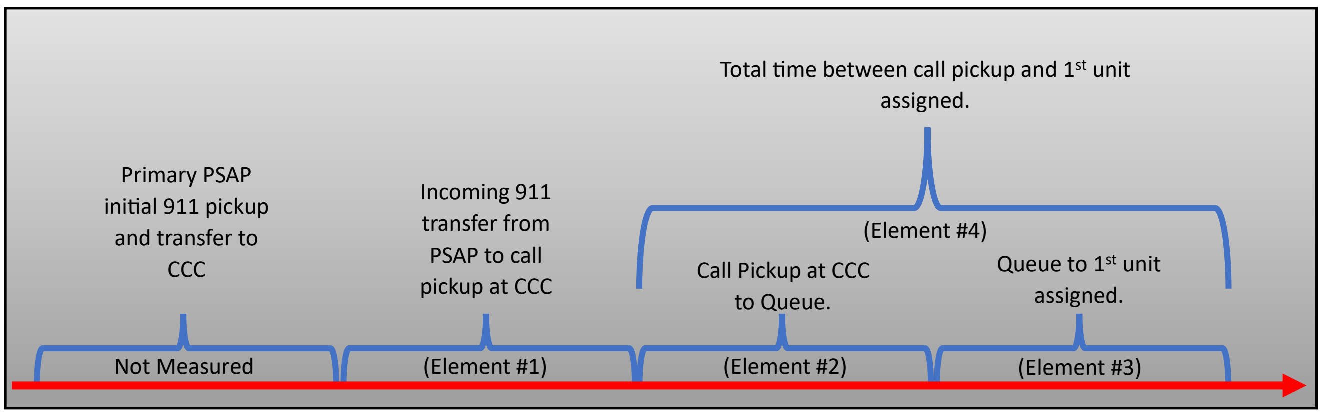
CONFIRE Emergency Call Processing Times.

July 2026

The following analysis covers four key elements of call processing times by CONFIRE Communications Center (CCC):

1. The time interval between the alert of an incoming 911 call from a primary PSAP and when the call is answered by a CCC dispatcher.
2. The time interval between when an emergency 911 call is answered by a CCC dispatcher to the time where it is entered into queue.
3. The time interval between when an emergency 911 call is entered into queue to the time when the first responding unit is alerted and assigned to call.
4. The total time interval between when and emergency 911 call is answered by a CCC dispatcher to the time when the first responding unit is alerted and assigned to the call.

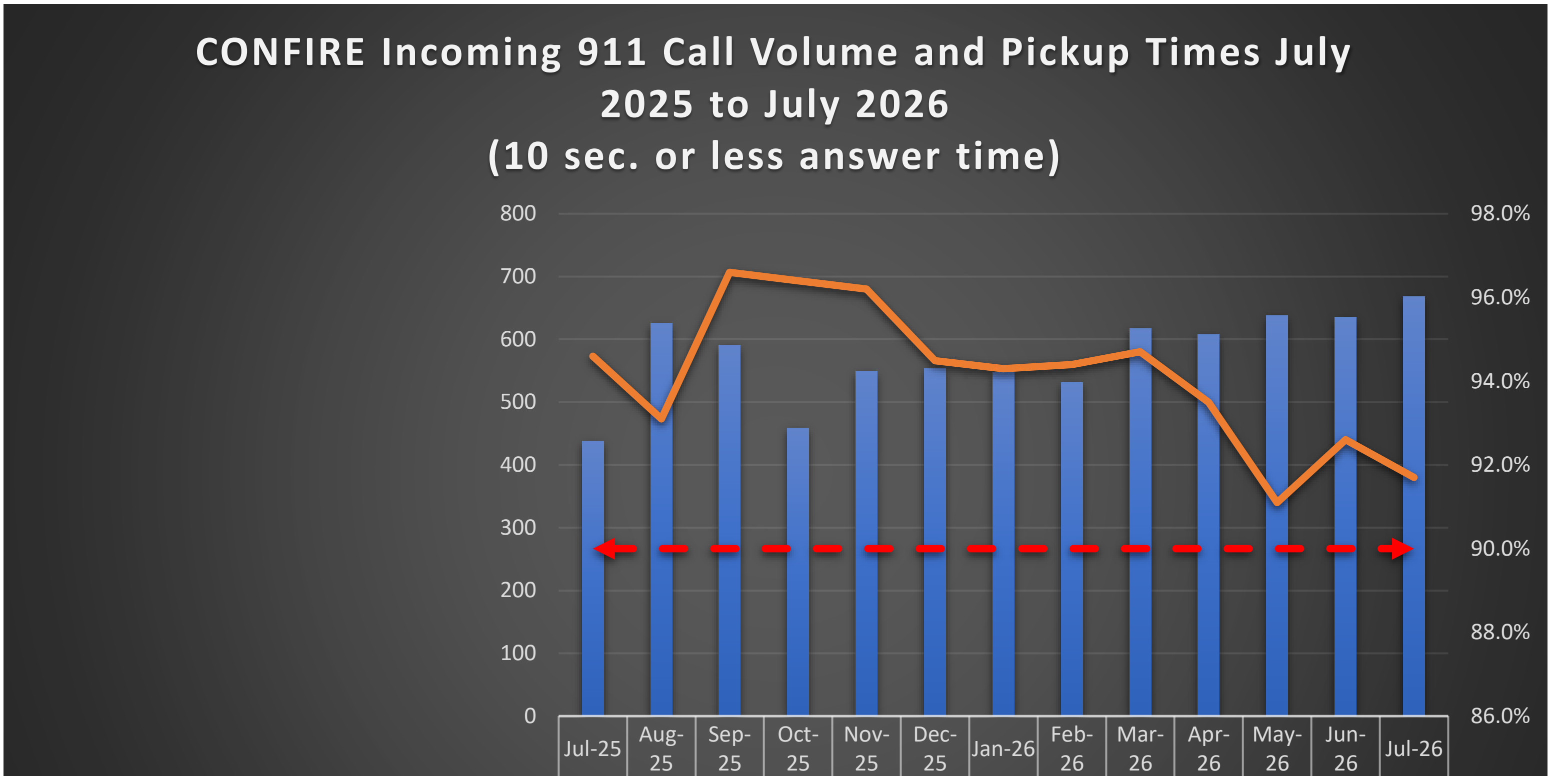
Figure 1: Visual display of elements captured in the analysis of call processing times at CONFIRE communications center.



Call Answering Time from Primary PSAP

CONFIRE receives 911 calls from multiple law enforcement agencies' primary Public Safety Answering Points (PSAPs). As a secondary PSAP, CONFIRE has set a goal of answering incoming 911 calls from primary PSAPs in 10 seconds or less on 90% of the calls. Because the incoming 911 calls are not recorded in CONFIRE's CAD until after the call pickup time, the interval from first ring to call pickup must be measured from another source. CONFIRE uses a reporting software called Emergency Call Tracking System (ECaTS) to capture this data and uses it to measure performance benchmarks and quality control. This data was used to illustrate the call volumes and 911 answering times shown in Figure 2.

Figure 2: CONFIE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.



	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
Average Calls per 24-hr Period	438	626	591	459	550	554	547	531	618	608	638	635	668
% of Calls Picked up in Target Time (10 sec. or less)	94.6%	93.1%	96.6%	96.4%	96.2%	94.5%	94.3%	94.4%	94.7%	93.5%	91.1%	92.6%	91.7%
90% Target													

NOTE: Call volume in July/July 2025 was low due several 911 trunks out of service as a result of a drilling accident that damaged County 911 lines.

Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following table illustrates multiple elements of the call processing continuum in terms of call volume and call processing times for various call types. For the purposes of this analysis, only calls that meet the definition of “emergency” per NFPA 1221and CONFIRE Administrative Chiefs’ directive are included in the calculations. Because of the nuances of both Fire and EMS related call types, the following sections analyze the call processing elements separately.

EMS Call Processing

EMS Calls include all CAD problem codes that reference a medical emergency, trauma, or traffic collisions.

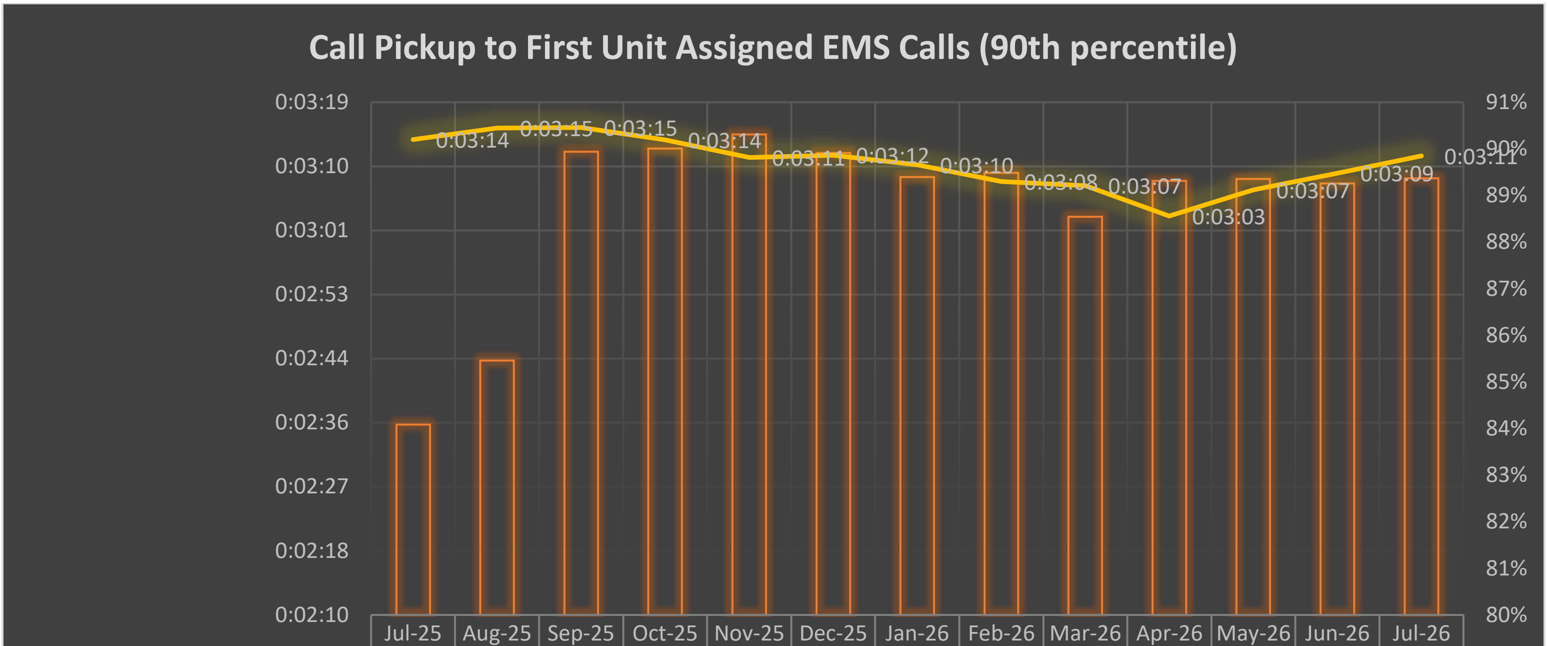
Figure 3: EMS Related Call Pickup to 1st Unit Assigned Processing Time by Percentile Intervals for July 2026

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Echo	0:00:43	0:01:02	0:01:25	0:01:59	0:01:30
Delta	0:00:56	0:01:24	0:02:06	0:02:54	0:02:30
Charlie	0:01:16	0:01:55	0:02:45	0:03:33	0:02:30
Bravo	0:01:47	0:02:18	0:02:56	0:03:36	0:03:00
Alpha	0:01:25	0:01:52	0:02:28	0:02:51	0:03:00
no EMD Code	0:00:57	0:01:22	0:02:04	0:03:04	0:02:00
All EMS	0:01:02	0:01:40	0:02:27	0:03:19	

Figure 4: EMS Related Call Pickup to 1st Unit Assigned Call Volume by Percentile Interval for July 2026

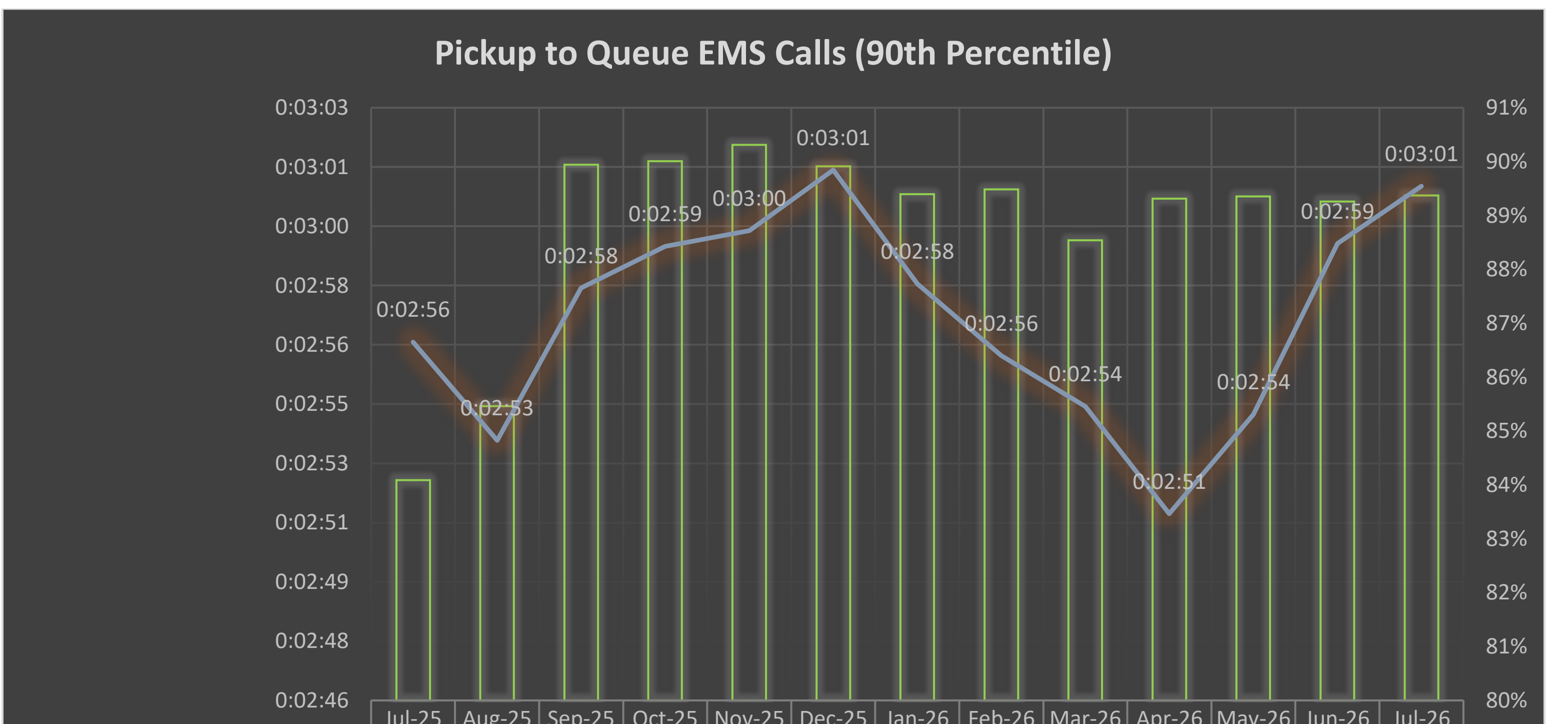
Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to reach 90%
Echo	67	134	201	241	30
Delta	946	1892	2838	3405	231
Charlie	900	1799	2698	3238	789
Bravo	337	673	1009	1211	179
Alpha	15	28	42	50	0
no EMD Code	650	1298	1948	2338	1163
All EMS	2532	5062	7592	9110	0

Figure 5: EMS Call Pickup to First Unit Assigned. Includes all Emergency Call Types, and Calls With and Without Determinant Codes.



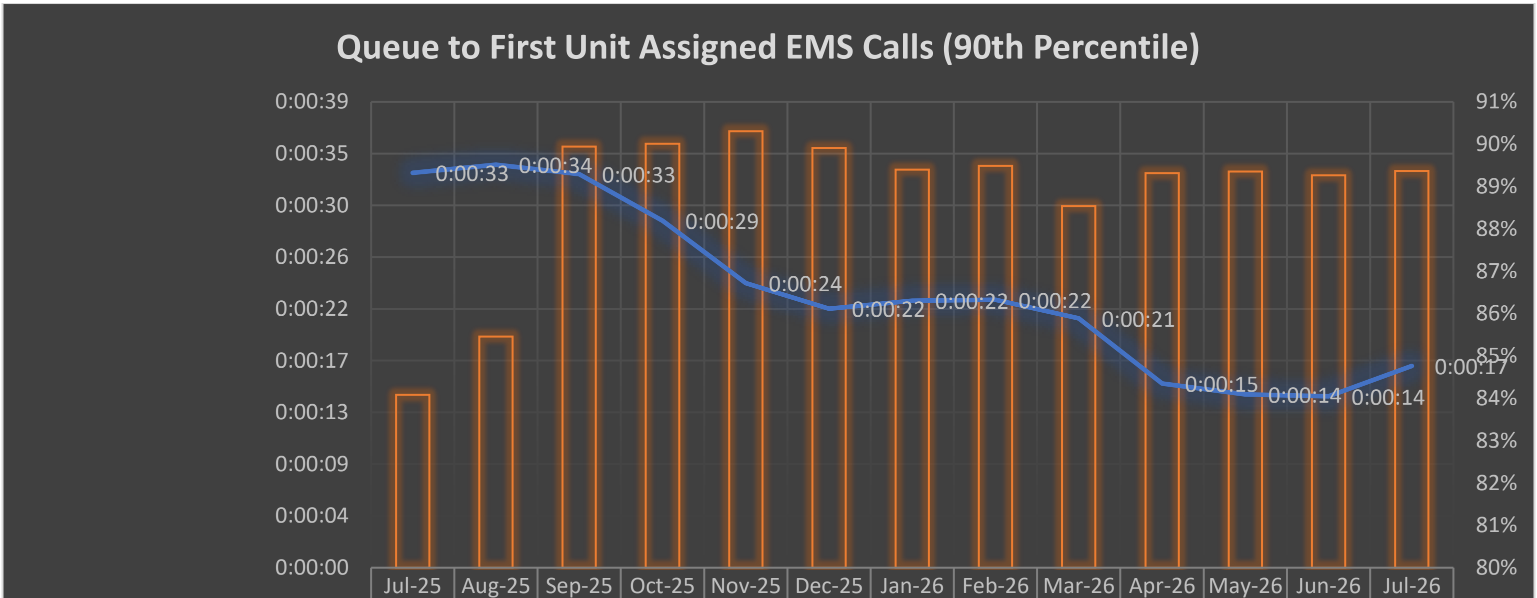
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
% with Determinant Code	84%	85%	90%	90%	90%	90%	89.4%	89.5%	88.5%	89.3%	89.4%	89.3%	89.4%
All EMS Combined	0:03:14	0:03:15	0:03:15	0:03:14	0:03:11	0:03:12	0:03:10	0:03:08	0:03:07	0:03:03	0:03:07	0:03:09	0:03:11

Figure 6: EMS Call Pickup to Queue. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.



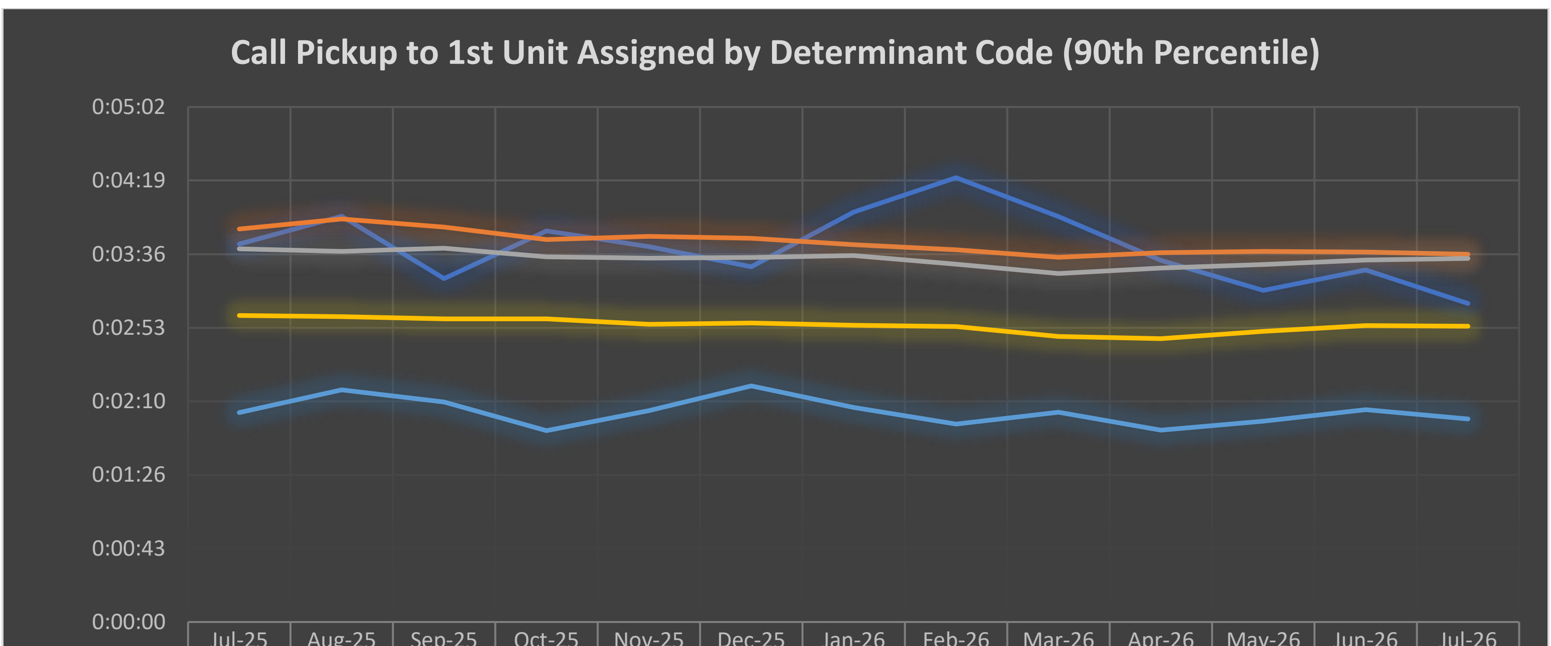
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
% with Determinant Code	84%	85%	90%	90%	90%	90%	89.4%	89.5%	88.5%	89.3%	89.4%	89.3%	89.4%
All EMS Combined	0:02:56	0:02:53	0:02:58	0:02:59	0:03:00	0:03:01	0:02:58	0:02:56	0:02:54	0:02:51	0:02:54	0:02:59	0:03:01

Figure 7: EMS Queue to First Unit Assigned. Includes all Emergency Call Types, and Calls with and Without Determinant Codes.



	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
% with Determinant Code	84%	85%	90%	90%	90%	90%	89.4%	89.5%	88.5%	89.3%	89.4%	89.3%	89.4%
All EMS Combined	0:00:33	0:00:34	0:00:33	0:00:29	0:00:24	0:00:22	0:00:22	0:00:22	0:00:21	0:00:15	0:00:14	0:00:14	0:00:17

Figure 8: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
Alpha	0:03:42	0:03:58	0:03:22	0:03:50	0:03:40	0:03:29	0:04:01	0:04:21	0:03:58	0:03:32	0:03:15	0:03:27	0:03:07
Bravo	0:03:51	0:03:57	0:03:52	0:03:44	0:03:47	0:03:45	0:03:42	0:03:39	0:03:34	0:03:37	0:03:38	0:03:37	0:03:36
Charlie	0:03:39	0:03:38	0:03:39	0:03:34	0:03:34	0:03:34	0:03:35	0:03:30	0:03:25	0:03:28	0:03:30	0:03:33	0:03:33
Delta	0:03:00	0:02:59	0:02:58	0:02:58	0:02:55	0:02:56	0:02:54	0:02:54	0:02:48	0:02:46	0:02:51	0:02:54	0:02:54
Echo	0:02:03	0:02:16	0:02:09	0:01:52	0:02:04	0:02:19	0:02:06	0:01:56	0:02:03	0:01:53	0:01:58	0:02:05	0:01:59

Fire/Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types as well as technical rescue and Haz-mat calls.

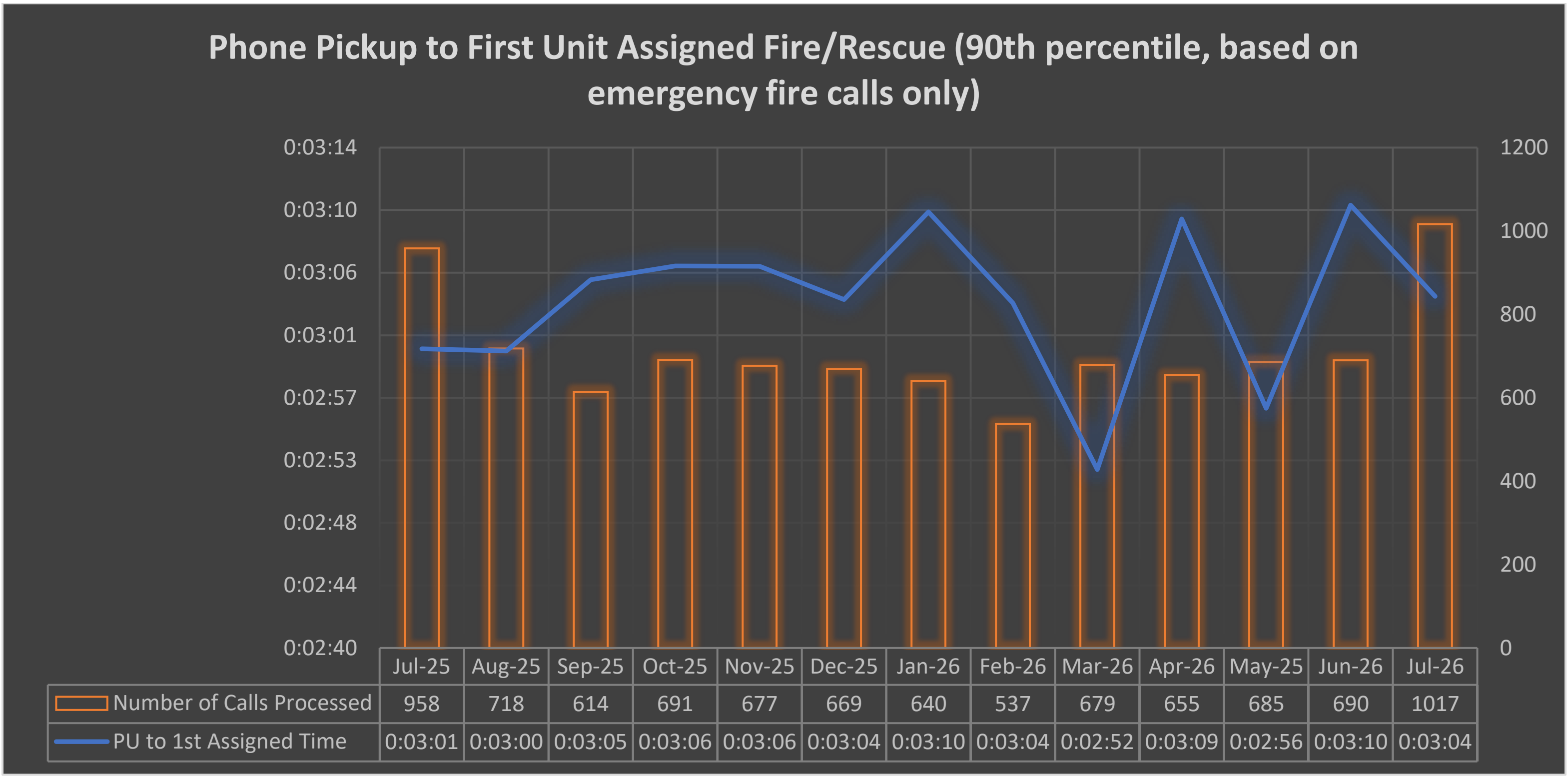
Figure 9: Fire Related Call Pickup to 1st Unit Assigned Processing Time by Percentile Intervals for July 2026

Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Goal
Structure Fires	0:01:28	0:01:54	0:02:23	0:03:04	0:02:30
Non-Structure Fires	0:01:17	0:01:42	0:02:17	0:03:12	0:02:30

Figure 10: Fire Related Call Pickup to 1st Unit Assigned Call Volume by Percentile Interval for July 2026

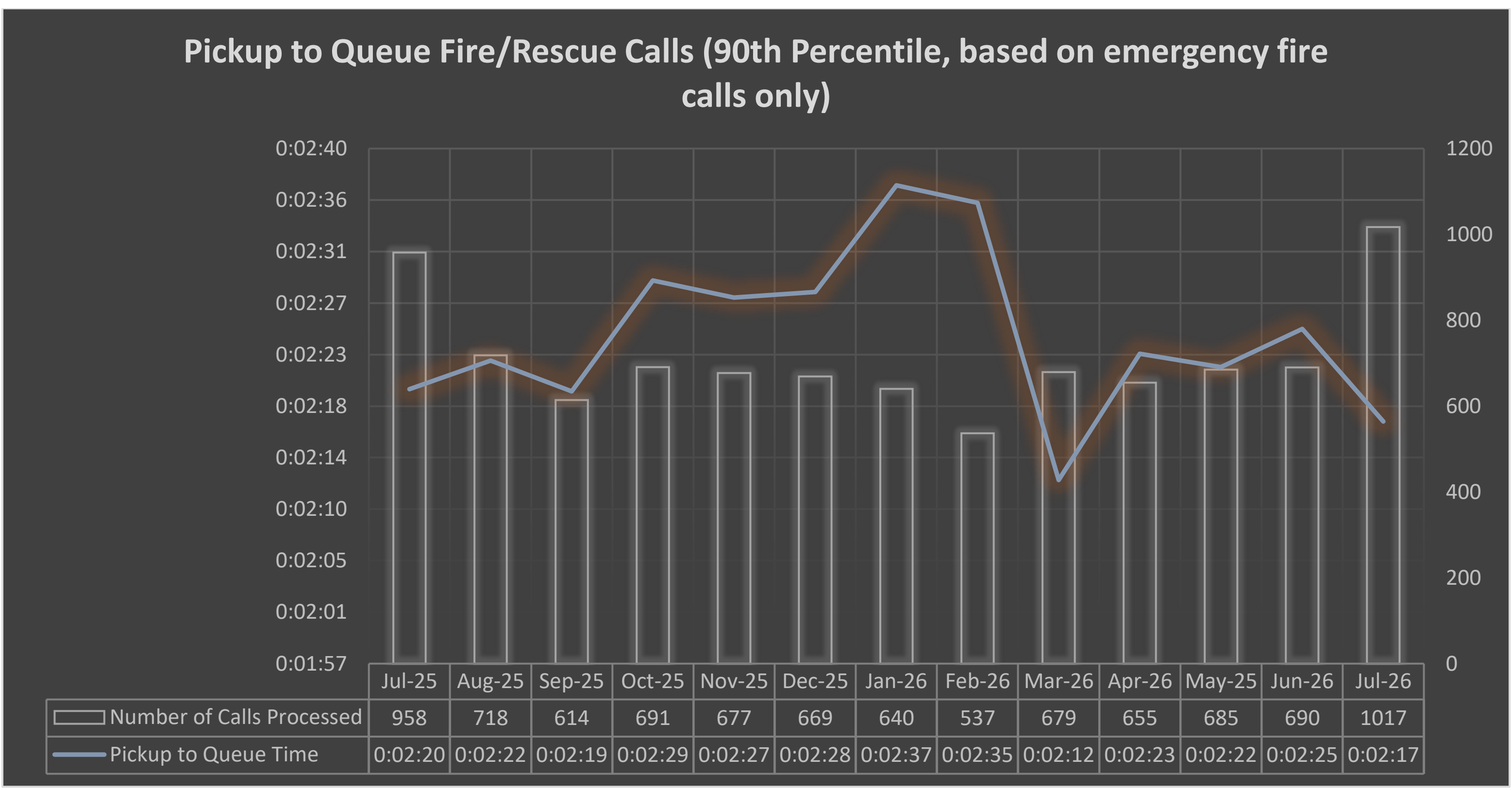
Call Type	25th Percentile	50th Percentile	75th Percentile	90th Percentile	Additional calls needed to reach 90%
Structure Fires	46	91	137	164	26
Non-Structure Fires	210	419	628	754	88

Figure 11: Fire/Rescue Call Pickup to First Unit Assigned.



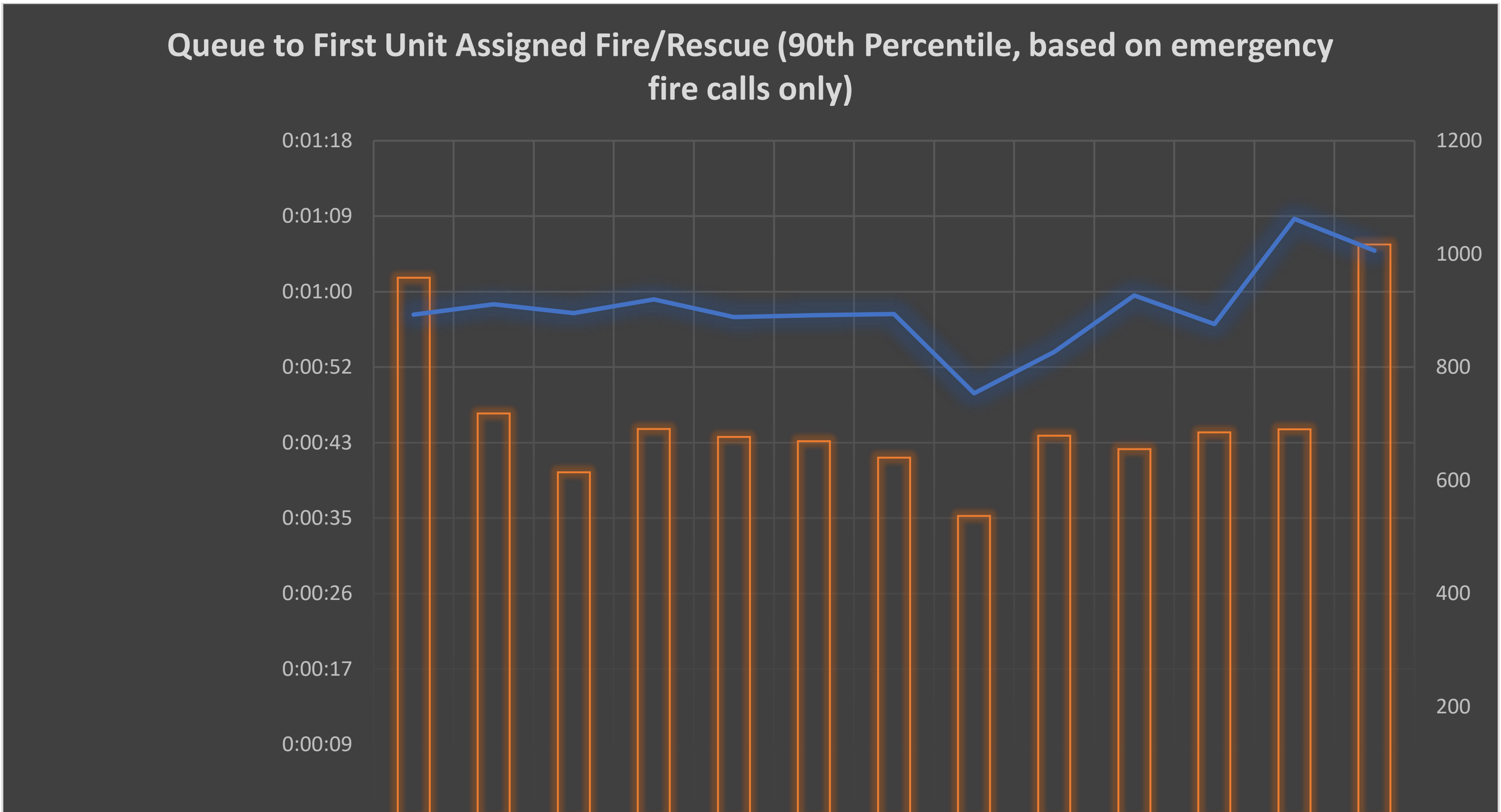
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-25	Jun-26	Jul-26
Number of Calls Processed	958	718	614	691	677	669	640	537	679	655	685	690	1017
PU to 1st Assigned Time	0:03:01	0:03:00	0:03:05	0:03:06	0:03:06	0:03:04	0:03:10	0:03:04	0:02:52	0:03:09	0:02:56	0:03:10	0:03:04

Figure 12: Fire/Rescue Call Pickup to Queue.



	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-25	Jun-26	Jul-26
Number of Calls Processed	958	718	614	691	677	669	640	537	679	655	685	690	1017
Pickup to Queue Time	0:02:20	0:02:22	0:02:19	0:02:29	0:02:27	0:02:28	0:02:37	0:02:35	0:02:12	0:02:23	0:02:22	0:02:25	0:02:17

Figure 13: Fire/Rescue Queue to First Unit Assigned.



	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-25	Jun-26	Jul-26
Number of Calls Processed	958	718	614	691	677	669	640	537	679	655	685	690	1017
Queue to 1st Assigned Time	0:00:58	0:00:59	0:00:58	0:01:00	0:00:58	0:00:58	0:00:58	0:00:49	0:00:54	0:01:00	0:00:57	0:01:09	0:01:05

CONFIRE ECNS Analysis

July 2026

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List of Tables

List of Figures

The following is an analysis of various Emergency Communications Nursing System (ECNS) call processing components and disposition of callers participating in the ECNS process. The analysis looks at various components in the call processing continuum including determination of ECNS eligibility, proper transfer and capture in the LowCode ECNS processing software, and final disposition of pre-hospital care. Data for this analysis was extracted from CONFIREs CAD database, the LowCode database, and ImageTrend medical records.

Establishing Low-Acuity Symptoms and Eligibility for ECNS

The first step in the ECNS continuum is for the 911 dispatcher to determine the medical severity of the patient's condition. This is done through CONFIRE's Emergency Medical Dispatch (EMD) process, which uses a scripted question/answer format with the caller to identify key symptoms that help categorize medical complaints by type and severity. The final determination is captured as a "Determinant Code". Determinant codes are then used to establish the most appropriate level of response, which can include ALS or BLS units code-3 or no-code, or a transfer of the call to an ECNS nurse for alternative care and transport as appropriate.

In order to obtain a determinant code, the dispatcher must be able to speak directly to a cooperative patient or someone who is in direct communication with the patient. Factors that impede the ability to obtain a determinant code include calls coming from a third party, such as law enforcement or alarm companies, when there is a language barrier, or when the caller simply does not cooperate with the process. These situations occur on approximately 25% of the incoming 911 medical calls for service. For the purposes of this analysis, only calls where a determinant code can be obtained are used performance measurements.

Table 1 provides an overview of CONFIREs EMS call volume and EMD effectiveness based on all emergency calls coming into the system. To align with the ECNS data, the numbers are also shown during hours when the ECNS is currently operational (0700 to 2330 hrs).

Table 1: EMS 911 calls for service and EMD completion for July 2026

	All Calls	ECNS Operational Hours Only
Total Emergency EMS Calls	19,289	15,776
Total EMS Calls with Obtainable Determinant Code	14,362	11,762
Total EMS Calls with Determinant Code	12,760	10,354
% of EMD Obtainable EMS Calls with Determinant Code	88.8%	88.0%

Table 2 analyzes these elements using two different approaches. The first approach (column 2) is an ideal, capacity-based analysis using all EMS calls with a determinant code that qualifies for ECNS transfer using International Academies of Emergency Dispatch (IAED) protocols. This also includes eligible calls that occur during times when CONFIRE's ECNS is not staffed (2301 hrs. to 0659 hrs.).

The second approach (column 3) takes a more refined and real-world operational approach by excluding calls that, while technically eligible by determinant code, are not suitable for ECNS transfer due to situational limitations. Examples of excluded scenarios include

- The patients' condition becomes more serious during the interrogation.
- The caller is a medical facility.
- The caller is a minor with no adult on scene.
- The Patient is in a public place which inhibits detailed communication with the ECN.
- The patient is completely immobile.
- Other inability to interrogate patient (Language barrier, uncooperative).

Additionally, the second approach considers that CONFIRE's ECNS center is only staffed from 0700 hrs. to 2330 hrs. and excludes calls that are received outside ECNS operational hours. With these differences, the first approach serves as an indicator of the system's capacity with ideal circumstances, where the second approach provides a view of the practical application of the program with CONFIRE's current operations and limitations. These differences are summarized below:

Summary of Methodological Differences

Feature	First Approach – Ideal Capacity	Second Approach - Practical Application (CONFIRE Policy)
Time of Call	All hours included	Only calls within ECNS operational hours
IAED Code Eligibility	Included	Included
Situational Limitations (e.g., public setting, minor without adult)	Included	Excluded
Purpose	Measures theoretical capacity	Measures practical effectiveness

Table 2: July 2026 data comparison IEAD Protocol and CONFIRE Adopted Policy.

	Based on IEAD Protocol (All Hours)	Based on CONFIRE Policy (Staffed hours only)
Total Calls Eligible for ECNS:	1,914	1,539
% of EMS calls with Determinant Code Eligible for ECNS	15.0%	12.1%
Total calls eligible for ECNS transfer	1,914	1,476
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	795	795
% of Eligible EMS CallsTransferred to ECNS system	41.5%	53.9%

<u>Reasons why ECNS Eligible Calls were not Transferred to the ECNS Nurse Line</u>

CONFIRE's CAD system is configured to prompt dispatchers whenever a call meets the criteria for potential transfer to the Emergency Communications Nurse System (ECNS). Eligibility is determined by the established determinant code assigned to the incident.

When prompted, the dispatcher may choose to bypass ECNS and dispatch a standard response instead; however, they must select a reason for doing so from a predefined list. The summary below outlines the reasons calls were not transferred.

These determinations rely on the dispatcher's interpretation of the information available at the time of the call, introducing an element of subjectivity. Additionally, because the list of bypass reasons is predefined, it May not encompass every possible situation. As a result, dispatchers must exercise judgment in selecting the category that best fits the circumstances, even if it does not perfectly describe the situation.

Table 3: Dispatcher response as to why eligible calls were not transferred to ECNS.

Disposition Text from CAD	Total Number of Calls	% of Total Eligible Calls Not sent to Low Code	During Staffed Hours Only	% of Total Eligible Calls Not sent to Low Code During Staffed Hours
* Call Taker decided to not send incident to LowCode, with reason: ECN NOT AVAIL= No ECN staff available in house or remote (Sup Approval Required)	950	96.2%	611	94.9%
* Call Taker decided to not send incident to LowCode, with reason: MEDICAL FACILITY RP= RN/Dr requesting 911 AND is at PT bedside	14	1.4%	9	1.4%
*Call Taker decided to not send incident to LowCode, with reason: STUDENT AT SCHOOL OR MINOR ONLY SCENE= PT is a minor student at school or there is NO adult on scene	9	0.9%	9	1.4%
*Call Taker decided to not send incident to LowCode, with reason: REMOTE LOCATION= Coordinates given as location or not easily accessible	11	1.1%	11	1.7%
*Call Taker decided to not send incident to LowCode, with reason: TEST CALL	2	0.2%	2	0.3%
*Call Taker decided to not send incident to LowCode, with reason: REQUESTING TO CANCEL= no longer requesting medical aid	2	0.2%	2	0.3%

For the purposes of this report, the remaining charts and graphs will represent the practical application (CONFIRE Policy) methodology.

Table 4: Transport/treatment status of ECNS calls July 2026.

Item 6.

Incoming Calls to Emergency Communications Nurse (ECN) Nurse			% of Total Transfers
	Total ECNS Transfers	795	
	Calls Aborted, unable to complete assessment (Hangups, disconnects)	156	20%
	During assessment, nurse triaged call and returned to dispatch as an emergency	24	3%
	Total calls eligible for continuation of ECNS process	615	77%
Calls Returned for Emergency Transport			
	Nurse assessment completed and ECN recommended an emergency response	119	15%
	Number of returned calls for emergency resulting in actual transport	89	
	% of returned calls for emergency resulting in transport	75%	
	Total calls eligible for deferral/referral through ECNS	**496**	62%
Non-emergency with no Alternative Transport			
	Patient had no alternative means of transport (Transport Unit Sent)	362	46%
	Number of non-emergency ambulance responses that resulted in actual transport.	270	
	% of non-emergency ambulance responses that resulted in actual transport.	75%	
Total calls to reach ECN that resulted in an ambulance response		481	61%
	% of total calls to reach ECN that resulted in ambulance response	78.2%	
	Total ambulance responses that resulted in a transport	359	
	% of response with transport	75%	
	Number of callers who received ECN direction and did not transport by ambulance.	134	17%
	Number of calls where assessment was completed but ambulance was sent only because the patient had no other means of transportation.	362	46%
	Combined potential transport deferrals if additional transportation options were available	496	62%

Table 5:Recommended Point of Care Disposition for patients completing ECNS process for July 2026.*

Disposition of Care*		
Seek Emergency Care as Soon as Possible	263	42.8%
Seek Face to Face Care within 1-4 Hours	178	28.9%
Emergency Response	119	19.3%
Speak to Your Doctor/Health Care Professional to Review the Symptoms As Soon As Possible	19	3.1%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 12 Hours (same day)	12	2.0%
Self-Care	11	1.8%
Contact Poison Control or Local Pharmacist	7	1.1%
Schedule an Appointment to be Seen by a Doctor/Health Care Professional within the Next 1-3 Days	3	0.5%
Schedule a Routine Appointment with a Doctor/Health Care Professional	2	0.3%
Contact Community Crisis Line or Community Mental Health Team	1	0.2%
Total Calls Eligible for Deferral (total minus "Emergency Response")	496	

**This represents recommended care given by the ECN. The ECNS program does not have a mechanism to follow up on whether callers follow through with the recommendations. Also, the numbers in this table include callers calls that were returned to 911 as emergency and callers who were provided a recommendation that did not require ambulance transport, but July have received an ambulance transport due to lack of alternative transportation (see table 4 for detail)*

Figure 1: Percentage of ECNS eligible Calls that are transferred to ECN and entered into Low Code system by date.

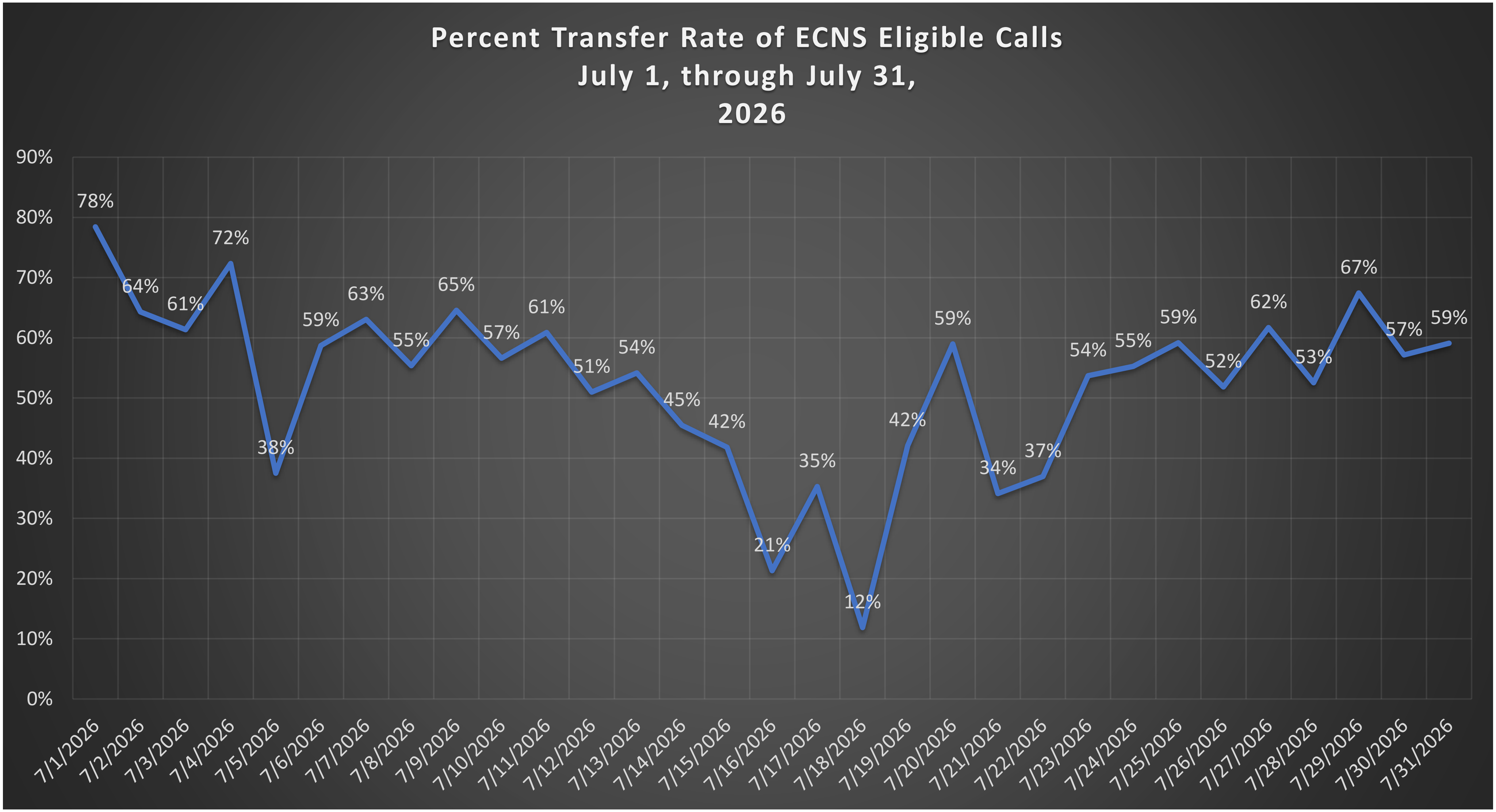


Figure 2:Total number of ECNS eligible calls and the number of them that were transferred to an ECN/entered into Low Code by date.

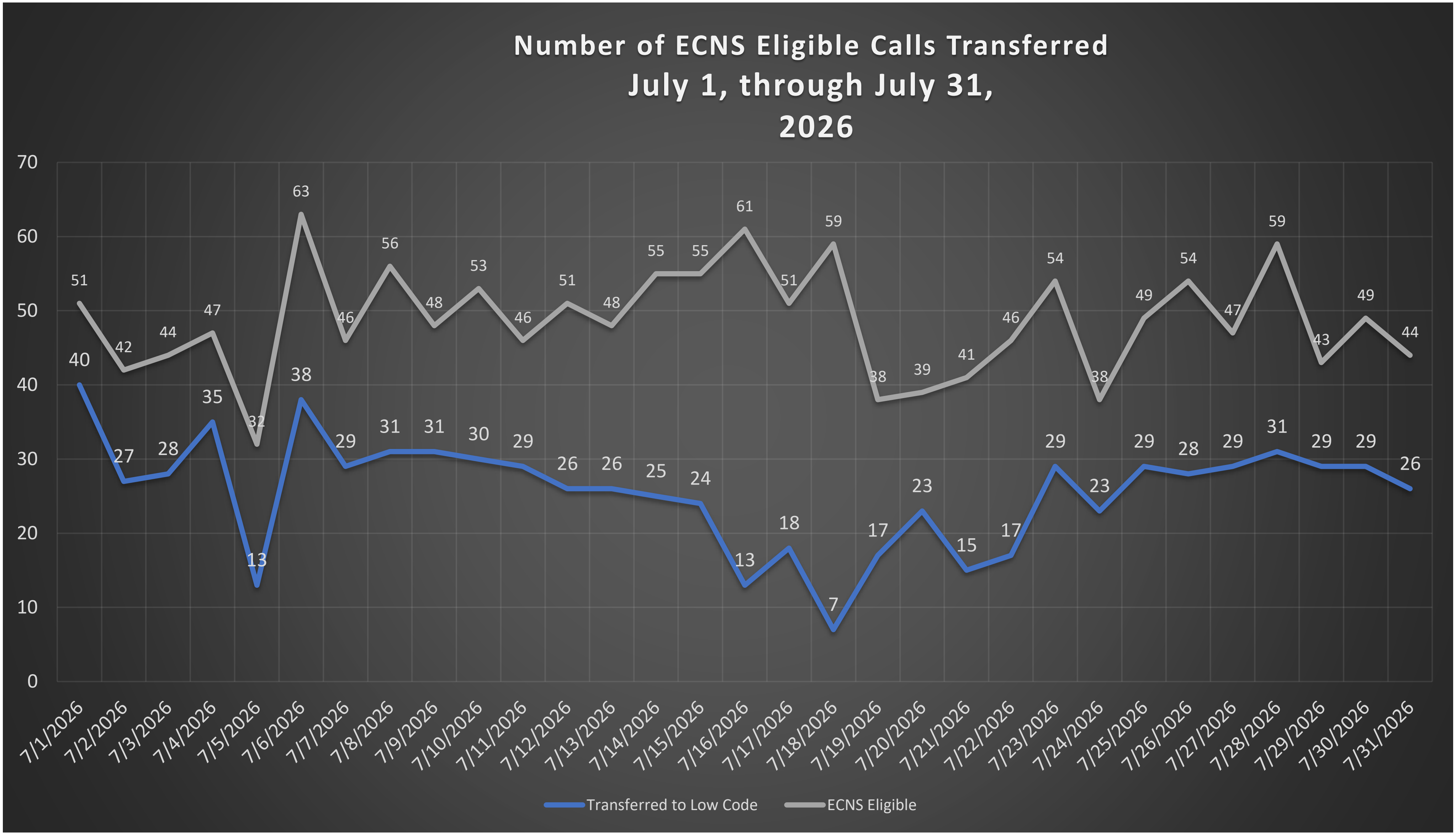
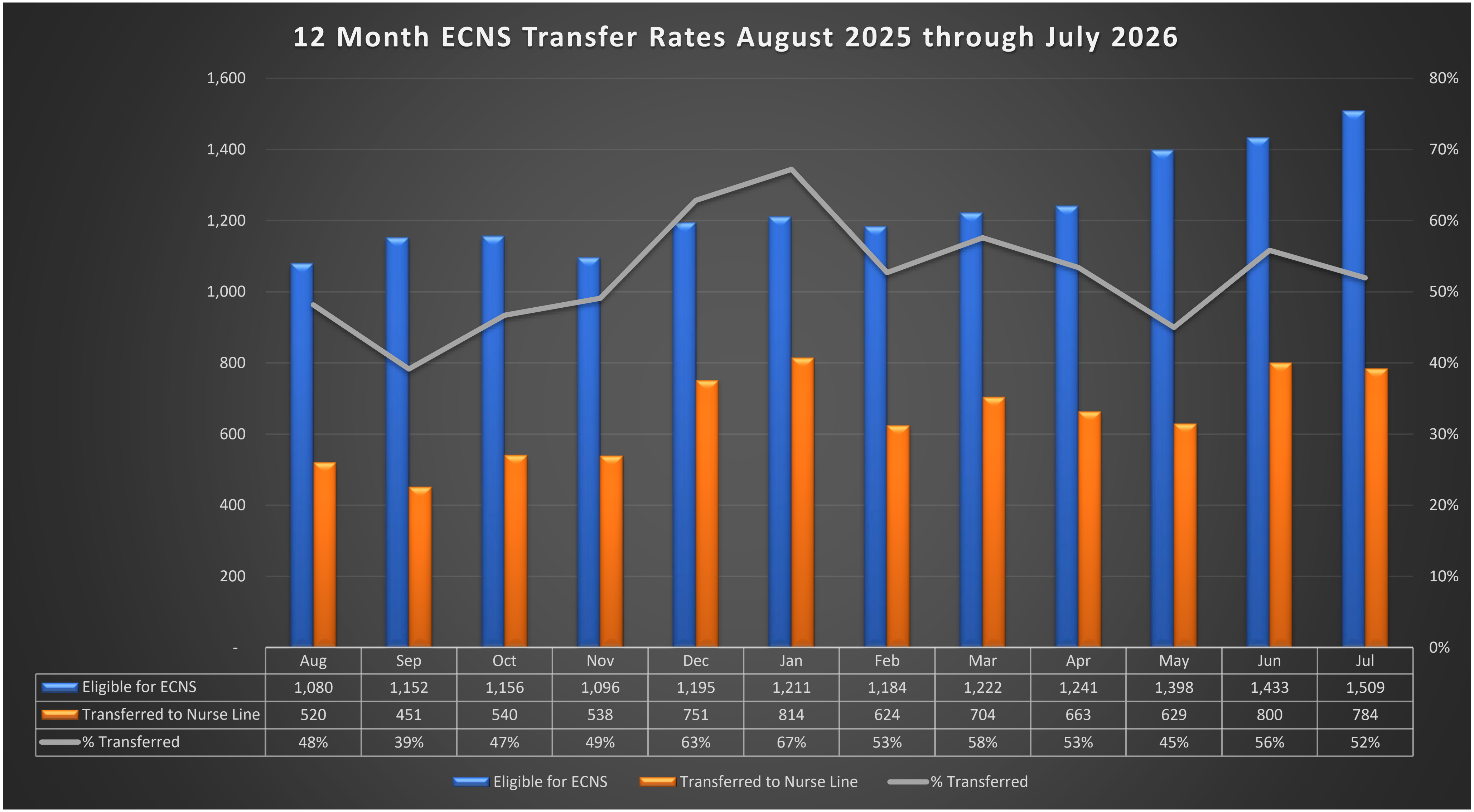
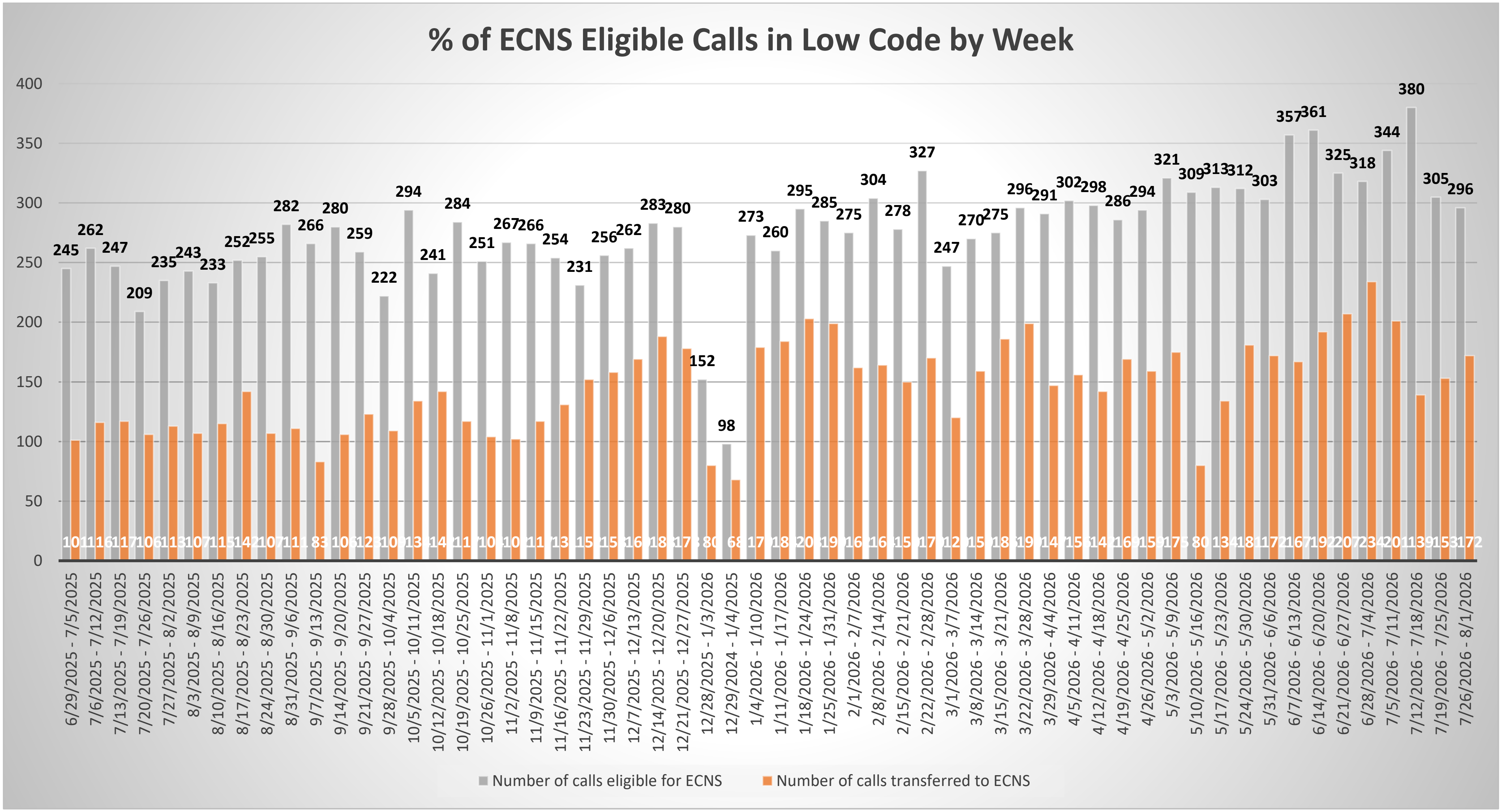


Figure 3: 12-month analysis of ECNS eligible calls and rates of transfer to ECN/Low Code system.



	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Eligible for ECNS	1,080	1,152	1,156	1,096	1,195	1,211	1,184	1,222	1,241	1,398	1,433	1,509
Transferred to Nurse Line	520	451	540	538	751	814	624	704	663	629	800	784
% Transferred	48%	39%	47%	49%	63%	67%	53%	58%	53%	45%	56%	52%

Figure 4: Number of eligible ECNS calls and rates of transfer from July 2025 through July 2026.



STAFF REPORT

DATE: August 25, 2026

FROM: Nathan Cooke, Executive Director

TO: CONFIRE Administrative Committee

SUBJECT: Deputy Executive Director Contract – Joe Barna

Recommendation

Accept and file the Deputy Executive Director contract for Joe Barna.

Background Information

Joe Barna has served as the Interim Deputy Executive Director for CONFIRE since May 2, 2026, via an agreement with San Bernardino County Fire Protection District.

Barna has led the County Ground Ambulance Implementation project for the past few years on behalf of CONFIRE and has done a tremendous job. Joe brings decades of public safety experience including executive leadership roles, operations, administration, logistics, and finance, to CONFIRE.

Barna was appointed to the Deputy Executive Director position on July 25, 2026, by the Executive Director and a contract for 5-years has been executed.

Financial Impact

Salary and benefits provided for in the Contract are already included in the 2026/2027 budget.

- Placement at Salary Range E76B, Step 16: $275,329.60; and
- Other benefits provided pursuant to the Exempt Compensation Plan

Attachments

Deputy Executive Director Contract
Exempt Compensation Plan

EMPLOYMENT CONTRACT
between
CONSOLIDATED FIRE AGENCIES
and
JOSEPH BARNA
(Deputy Executive Director)

This is the Employment Contract ("Contract") by and between the Consolidated Fire Agencies ("CONFIRE") and Joseph Barna to serve as Deputy Executive Director ("Deputy Executive Director").

In return for the consideration and other promises set forth below, the Executive Director and Deputy Executive Director agree as follows:

I. TERM, COMPENSATION AND OTHER BENEFITS

A. Term

This Contract shall commence on July 25, 2026 and shall continue in full force and shall expire at the close of business on July 24, 2031, unless:

1. Extended by the Executive Director in accordance with Article VI, below; or

2. Terminated by either party in accordance with Article VII, below.

B. Compensation and Benefits

1. Deputy Executive Director shall receive compensation and other benefits as set forth in Appendix A, and more specifically in Appendix B, CONFIRE Exempt Compensation Plan, placed on Salary Range E76B, Benefit Group B.

   a. Deputy Executive Director's compensation and other benefits shall reflect his Recognized Public Safety Services Date of March 1, 2000. Recognized Public Safety Service Date is defined as the date of entry into a California public retirement system under a safety retirement formula, provided:

      - Continued public agency employment without a break in public service exceeding six months;
      - Accrued service credit under a public retirement system for the service being recognized; and
      - Is not receiving a service retirement benefit from a public retirement system for the service being recognized.

2. Deputy Executive Director shall be entitled to any Compensation increase or benefit change included in any newly adopted CONFIRE Exempt Compensation Plan.

3. In the event that Contract Number 23-1282 with San Bernardino County is canceled or terminated by San Bernardino County, the Parties shall reach a mutual agreement regarding Compensation and Benefits for the balance of the Term of this Contract.

II. PROFESSIONAL DUTIES AND RESPONSIBILITIES

A. Full Service

Deputy Executive Director shall be required to render twelve (12) months of full and regular service to CONFIRE during each annual period covered by this Contract.

Deputy Executive Director shall also be available and capable of immediate response to emergency, disaster, or critical systems events, including outside of normal business hours, weekends, and holidays.

B. Chief Officer

1. The position of Deputy Executive Director is a chief officer position. Deputy Executive Director is an exempt employee and is not covered by the Fair Labor Standards Act.

2. Deputy Executive Director shall report to, and serve at the direction of, the Executive Director.

C. Duties and Responsibilities

1. Duties and responsibilities shall be as set forth in the prevailing job description for Deputy Executive Director. The job description may be revised from time to time by CONFIRE with input from the Deputy Executive Director and final approval of the Administrative Committee, as deemed necessary for the effective and efficient operations of CONFIRE. A copy of the current job description is attached as Appendix C.

2. Deputy Executive Director shall:

   a. Perform all duties that are prescribed by the laws of the State of California, and the Board and Administrative Committee Policies, and CONFIRE Policies.

   b. Carry out all lawful directions of the Executive Director.

III. PROFESSIONAL GROWTH

A. Professional Growth Activities

CONFIRE encourages the continuing professional growth of the Deputy Executive Director through participation in:

1. The operations, programs, and other activities conducted or sponsored by local, state, and national associations related to fire and emergency dispatch communications centers;

2. Seminars and courses offered by public or private educational institutions which would serve to improve the capacity of Deputy Executive Director to perform professional responsibilities for CONFIRE; and

3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Deputy Executive Director to perform professional responsibilities for CONFIRE.

B. Notice to the Executive Director

1. Deputy Executive Director shall update the Executive Director on a regular basis concerning any planned and/or completed activities.

2. Deputy Executive Director shall receive advance approval for attendance at Professional Growth Activities from the Executive Director.

IV. EXPENSE REIMBURSEMENT

Deputy Executive Director shall be reimbursed for expenses as set forth in Appendix B, CONFIRE Exempt Compensation Plan, Article 6: Expense Reimbursement.

V. GOALS AND OBJECTIVES

Within sixty (60) days of execution of this Contract, and no later than January 31 of each subsequent fiscal year that Deputy Executive Director performs services under this Contract, Deputy Executive Director shall submit in writing, to the Executive Director, annual goals and objectives for the upcoming fiscal year. The goals and objectives shall be:

- Reviewed, revised, and approved by the Executive Director.

- Reduced to writing and shall be among the criteria by which Deputy Executive Director is evaluated as hereafter provided.

VI. EVALUATION

A. The Executive Director shall evaluate, in writing, the performance of Deputy Executive Director at least once during each year that Deputy Executive Director performs services under this Contract ("Yearly Evaluation"). The timeline for the Yearly Evaluation shall be set by the Executive Director after consultation with Deputy Executive Director.

B. Evaluation of Deputy Executive Director shall be related to the duties and responsibilities of Deputy Executive Director as set forth in Article II, the goals and objectives established by the Executive Director and Deputy Executive Director as set forth in Article V, Appendix B (Job Description), and any applicable law and Policy (CONFIRE adopted Board Policies or Administrative Committee Policies).

C. The Evaluation shall assess both overall performance and specific criteria, in accordance with the timeline set pursuant to Article VI, Paragraph A, above.

D. A copy of the final written Yearly Evaluation shall be delivered to the Deputy Executive Director, and the Deputy Executive Director shall have the right to submit a written response in accordance with the timeline set by the Executive Director pursuant to Article VI, Paragraph A, above.

E. If the Executive Director determines that the performance of Deputy Executive Director is satisfactory or better, the Executive Director will consider a one-year extension of this contract (not to exceed a five-year term) and an increase in Base Salary.

F. If the Executive Director determines that the performance of Deputy Executive Director is unsatisfactory in any respect, the final written Yearly Evaluation shall describe such unsatisfactory performance in reasonable detail. The Yearly Evaluation shall include recommendations for improvement in those areas where the Executive Director deems performance to be unsatisfactory and may include recommendations for improvement in other instances where the Deputy Executive Director deems such to be appropriate.

G. Additional evaluations, if deemed appropriate by the Executive Director, may be performed at any time.

VII. TERMINATION OF CONTRACT

This Contract may be terminated by any of the following actions:

A. **Termination By the Executive Director (Cause Not Required)**

1. Deputy Executive Director is an ***at-will employee*** of CONFIRE.

2. As such, the employment of Deputy Executive Director may be terminated at any time and for no cause whatsoever by the Executive Director. If this option is exercised, the Executive Director shall provide Deputy Executive Director with written notice of termination. The effective date of termination shall be specified in the written notice of termination. ***The decision shall be final.***

    a. Any decision to terminate without cause shall be made by the Executive Director.

3. If the Contract is terminated pursuant to Article VII.A., Deputy Executive Director shall be entitled to salary and benefits identified in the Exempt Compensation Plan.

4. Deputy Executive Director's entitlement to any benefits set forth in Article VII shall be contingent upon executing a standard mutual release of claims.

B. Resignation or Retirement of Deputy Executive Director

This Contract shall be terminated upon the resignation or retirement of Deputy Executive Director. Except in extraordinary circumstances, Deputy Executive Director shall give CONFIRE at least ninety (90) calendar days' advance written notice of resignation or retirement.

1. Deputy Executive Director may resign for Good Reason and receive the same severance benefits provided for termination without cause. Good reasons may include:

    a. Reduction in salary
    b. Reduction in authority
    c. Removal of significant responsibilities
    d. Elimination of reporting authority
    e. Required relocation
    f. Material breach of the agreement by CONFIRE

C. Termination for Cause

Nothing in this Article VII.C. alters Deputy Executive Director's ***at-will employee*** status:

1. Discharge for cause shall be defined as conduct which is seriously prejudicial to CONFIRE, and established by clear and convincing evidence including but not limited to:

    a. material breach of Contract that remains uncured after written notice;

b. conviction of a felony or crime involving fraud, dishonesty, or moral turpitude;
c. intentional, willful, and material misconduct directly related to the Deputy Executive Director position that causes demonstrable harm to CONFIRE;
d. theft or misappropriation of CONFIRE property;
e. gross negligence (intentional or reckless conduct demonstrating a conscious disregard for the interests of CONFIRE) or willful violation of any lawful rule, regulation, ordinance or statute in the performance of duties.

2. Any decision to terminate with cause shall be made by the Executive Director.

3. Upon request by Deputy Executive Director, the Executive Director shall serve upon Deputy Executive Director a reasonably detailed statement of charges. Deputy Executive Director shall provide notice of the request for statement of charges to the Executive Director within ten (10) days of the service of the notice of termination.

4. Upon request, Deputy Executive Director will be afforded an opportunity for a hearing before the Administrative Committee, which shall include the right to be represented by counsel, the right to record the hearing, and the right to call witnesses. Deputy Executive Director shall provide notice of the request for hearing pursuant to this Article to the Administrative Committee within thirty (30) days of the service of notice of termination. If Deputy Executive Director chooses to be accompanied by legal counsel at such hearing, Deputy Executive Director shall bear any costs therein involved. Deputy Executive Director shall be provided a written decision describing the results of the hearing. The decision of the Administrative Committee shall be final.

5. In appropriate circumstances, progressive discipline may be utilized by the Executive Director in lieu of discharge for cause. Such use is, however, at the sole discretion of the Executive Director.

D. <u>Confidential Information</u>

Upon termination of this Contract, Deputy Executive Director shall continue to maintain the confidentiality of all confidential and proprietary information of CONFIRE, and shall continue to be bound by and comply with CONFIRE's Board and Administrative Committee Policies regarding Security of Confidential/Privileged Information. Deputy Executive Director shall return all CONFIRE property and confidential and proprietary information in his possession on or before the date of termination of this Contract. CONFIRE property and confidential and proprietary information includes but is not limited to: CONFIRE files, notes, records, computer-recorded information, and other tangible materials of any kind which contain or embody any proprietary or confidential material of CONFIRE, or any third-party confidential material obtained while employed by CONFIRE.

E. <u>Non-Disparagement</u>

Upon termination of this Contract, Deputy Executive Director shall not knowingly make any false, misleading, or defamatory statement, whether written, oral, or electronic, that is intended to disparage or harm the reputation of CONFIRE, its Board of Directors, Administrative Committee, officers, employees, programs, services, or operations.

Likewise, CONFIRE, acting through its Executive Director, Board of Directors, or Administrative Committee members in their official capacities, shall not knowingly make any false, misleading, or defamatory statement concerning Deputy Executive Director that is intended to disparage or harm Deputy Executive Director's professional reputation.

Nothing in this Article VII.E. shall prohibit any party from:

1. Providing truthful testimony, information, or documents in response to a subpoena, court order, administrative proceeding, audit, or lawful governmental inquiry;
2. Making disclosures required by law, including obligations under the Government Code, or other applicable laws;
3. Communicating factual information necessary to carry out official CONFIRE business;
4. Making statements in connection with employment references that are truthful and made in good faith; or
5. Exercising rights protected by federal or state law.

For purposes of this section, "disparage" does not include good-faith performance evaluations, disciplinary actions, personnel decisions, or statements made by Board of Directors or Administrative Committee members during duly noticed public meetings that are required by law or are reasonably related to matters within their official jurisdiction.

VIII. GENERAL PROVISIONS

A. <u>Full and Complete Contract</u>

This Contract is the full and complete contract between CONFIRE and Deputy Executive Director and supersedes all prior negotiations, representations, or agreements, either written or oral. It can be changed or modified only by an agreement in writing, signed by Deputy Executive Director.

B. Subject to Applicable Laws and Policies of the Board of Directors and Administrative Committee

Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules and Policies of the Board of Directors and Administrative Committee. Said laws, rules, and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

C. Severance Clause

Should any provision of this Contract be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, unless to do so would frustrate the intent and purpose of this Contract. Said illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Contract.

D. Venue and Governing Law

Any action arising out of this Contract shall be brought in San Bernardino County, California, regardless of where else venue may lie. This Contract shall be governed by and construed in accordance with the laws of the State of California.

E. Negotiated Agreement

CONFIRE and Deputy Executive Director acknowledge and agree that the terms and provisions of this Contract have been negotiated and discussed between them, and that this Contract reflects their mutual agreement regarding the subject matter of this Contract. Because of the nature of such negotiations and discussions, neither party shall be deemed to be the drafter of this Contract, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Contract.

In the event that any language in this Contract conflicts with any provision of Appendix B, CONFIRE's Exempt Compensation Plan, this Contract shall prevail.

F. Legal Defense and Indemnification

As the Deputy Executive Director for CONFIRE, Deputy Executive Director will make decisions involving contracts, personnel, procurement, labor, and emergency operations. As such, CONFIRE agrees to defend and indemnify Deputy Executive Director for any and all official actions taken or made within the scope of employment during the period of this agreement. CONFIRE also agrees to pay for all legal and attorney fees pertaining to the defense and indemnification accordingly irrespective if Deputy Executive Director is still employee of CONFIRE or not.

G. **Attorney's Fees**
The prevailing party in any action arising under this agreement shall be entitled to recover reasonable attorney's fees and costs.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

EXECUTIVE DIRECTOR OF THE CONSOLIDATED FIRE AGENCIES

_______________________________ 07/22/2026
Executive Director Date

ACCEPTANCE:

I hereby accept the terms of this Contract of Employment and agree to fulfill all of the duties of Deputy Executive Director for the CONSOLIDATED FIRE AGENCIES ("CONFIRE")

_______________________________ 07/22/2026
Joseph Barna Date

APPENDIX "A"
DEPUTY EXECUTIVE DIRECTOR
JOSEPH BARNA

COMPENSATION AND OTHER BENEFITS

1. COMPENSATION

A. Base Salary

Deputy Executive Director shall be placed on Salary Range E76B, Step 16 of the CONFIRE Exempt Employee Compensation Salary Schedule.

1. Effective June 25, 2026, Deputy Executive Director shall be paid $275,329.60 annually, paid monthly in the amount of $22,944.13.

Annual	Monthly
$275,329.60	$22,944.13

2. Effective February 20, 2027, Deputy Executive Director's Base Salary shall be increased by three percent (3%), paid as follows:

Annual	Monthly
$283,589.49	$23,632.46

3. Effective February 19, 2028, Deputy Executive Director's Base Salary shall be increased by three percent (3%), paid as follows:

Annual	Monthly
$292,097.17	$24,342.43

4. Deputy Executive Director's Base Salary may also be increased as set forth in Article VI, above, or in accordance with future increase(s) provided in any updated Exempt Compensation Plan during the Term of this Contract.

B. Additional Compensation

Deputy Executive Director shall receive all other additional compensation in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 3: Compensation.

2. **BENEFITS**

Deputy Executive Director shall receive all Benefits set forth in Appendix B, CONFIRE Exempt Compensation Plan, Article 2: Benefits, which includes but is not limited to:

- Medical and Dental Coverage
- Retirement Medical Trust Fund
- Retirement System Contributions

At Deputy Executive Director's option, he may choose to utilize modified benefit options in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 4: Modified Benefit Option.

3. **LEAVE**

Deputy Executive Director shall be entitled to all leave in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 7: Leave Provisions.

4. **TRANSPORTATION**

A. Vehicle

In recognition of Deputy Executive Director's role as Deputy Executive Director and the requirement to remain available on an on-call basis at all times in the event of significant emergencies, disasters, or critical operational incidents, CONFIRE shall provide Deputy Executive Director with an agency-owned vehicle.

The CONFIRE vehicle shall be assigned to Deputy Executive Director as a take-home vehicle and shall be deemed Deputy Executive Director's primary vehicle for use at all times, including during and outside of normal business hours. Deputy Executive Director is authorized to use the agency vehicle for:

- All work-related purposes;
- Responding to emergency or disaster events at any time; and
- Reasonable personal use incidental to Deputy Executive Director's on-call status and operational readiness.

Deputy Executive Director shall not be required to maintain a separate personal vehicle for availability or response purposes as a condition of employment.

Unless authorized in writing, Deputy Executive Director shall return the vehicle within five (5) business days of the Termination of this Contract.

B. Insurance and Maintenance

CONFIRE shall be responsible for all reasonable costs associated with the vehicle, including but not limited to fuel, insurance, registration, routine maintenance, repairs, and emergency roadside assistance.

Deputy Executive Director shall not be personally responsible for ordinary wear and tear or mechanical failure occurring during authorized use.

5. EMPLOYMENT PROVISIONS

Deputy Executive Director shall be entitled to all employment provisions set forth in Appendix B, CONFIRE's Exempt Compensation Plan, Article 5: Employment Provisions.

APPENDIX “B”
DEPUTY EXECUTIVE DIRECTOR
JOSEPH BARNA

CONFIRE’s Exempt Compensation Plan

CONSOLIDATED FIRE AGENCIES JPA (CONFIRE)

EXEMPT
COMPENSATION PLAN
JULY 2026

Table of Contents

ARTICLE 1: INTRODUCTION

Consistent with applicable laws, the following sections represent the salary and benefit program, established by the Board of Directors for Exempt employees included in the Consolidated Fire Agencies JPA (hereinafter referred to as CONFIRE). The Exempt Compensation Plan shall in no manner be interpreted as a guaranteed or implied contract between CONFIRE and any employee or group of employees. The *Personnel Rules for Board-Governed Special Districts/Fire District* also apply to CONFIRE Exempt employees unless specifically excluded within rule provisions. For the benefits administered by San Bernardino County (County), the County's plan documents shall govern those benefits and referenced hereafter as a County plan or benefit.

ARTICLE 2: BENEFITS

Section 1: Section 125 Premium Conversion Plan

A. Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Exempt employees. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

B. To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for these benefit plans.

C. Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.

D. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and consistent with the County's Section 125 Plan Document. The employee must submit a request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event.

Section 2: Medical and Dental Coverage

A. All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by CONFIRE. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest biweekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and is in paid status.

B. To continue enrollment in CONFIRE medical and dental plan coverage, an employee must be in a regular position scheduled to work a minimum of 40 hours per pay period and in paid status or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 2 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.

C. Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.

D. Notification of a mid-year qualifying event must be submitted to the Employee Benefits and Services Division in accordance with procedures adopted by the Employee Benefits and Services Division. Employees are responsible for notifying the Employee Benefits and Services Division within sixty (60) days of dependent's change in eligibility for the CONFIRE-sponsored plans.

E. Dependent(s) must be removed mid-plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, overage dependent, or termination of domestic partnership.

F. Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences an IRS qualifying event.

G. Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or their dependents. If the employee does not have sufficient earnings to cover the deduction, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division.

H. Employees eligible for medical plan coverage who are also enrolled in a comparable group medical plan sponsored by another employer or are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE may elect to discontinue enrollment in CONFIRE-sponsored medical plan (opt-out or waive).

   Employees who elect to opt-out or waive (CONFIRE-sponsored medical plan coverage and scheduled for 61 to 80 hours per pay period will receive forty dollars ($40.00) per pay period; opt-outs or waives scheduled for 40 to 60 hours shall receive twenty dollars ($20.00) per pay period.

I. Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer or are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE may elect to discontinue enrollment in the CONFIRE-sponsored dental plan.

J. The rules and procedures for electing to opt-out or waive of CONFIRE-sponsored health and dental plan coverage are established and administered by the Employee Benefits and Services Division.

   1. Employees may elect to opt-out of or waive CONFIRE medical and/or dental plan(s) within sixty (60) calendar days of the effective date of gaining other employer group coverage. Proof of initial gain of other employer group coverage is required at the time that opt-out or waive is elected.

   2. Employees may also elect to opt-out or waive of CONFIRE medical and/or dental plan coverage during an annual open enrollment period. All employees who newly elect to opt-out or waive during open enrollment must provide verification of other employer group plan coverage.

   3. Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a CONFIRE-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the CONFIRE- sponsored plan will be provided in accordance with the requirements of the applicable plan.

   4. Except as required at the initial opt-out/waive election, employees are not required to provide verification of continued coverage unless requested by the plan administrator.

   5. There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a CONFIRE medical and dental plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify CONFIRE of loss of group coverage within sixty (60) calendar days will require the employee to pay insurance premiums retroactively on an after-tax basis.

Section 3: Medical and Dental Subsidies

A. CONFIRE has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The applicable MPS amount shall be paid directly to the providers of CONFIRE-sponsored medical plan in which the eligible employee has enrolled.

In no case, shall the MPS exceed the total cost of the medical and dental insurance premium for the coverage selected.

B. The following are the MPS amounts:

Effective February July 12, 2025, all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period**:**

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only	$180.10	$360.19
Employee + 1	$299.39	$598.77
Employee + 2	$420.98	$841.96

Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years. For example, if the 2024/2025 Benefit Plan Year premium for the Employee-Only tier increases by $20 per pay period, the MPS amount will increase by $20 per pay period (i.e., 100% of $20) and the total MPS for the Employee-Only tier will be $330.75. Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

C. CONFIRE has established a Dental Premium Subsidy (DPS) to offset the cost of dental plan premiums charged to eligible employees. The applicable DPS amount shall be paid directly to the provider of the CONFIRE-sponsored dental plan in which the eligible employee has enrolled.

Those who are enrolled in both CONFIRE-sponsored medical and dental coverage whose premium costs for medical and dental exceeds the MPS will be eligible to receive the DPS.

The following are the DPS amounts:

Coverage	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only Employee + 1 Employee + 2	$4.73	Up to $9.46

The amount of the DPS shall not exceed the combined total of the employee's out-of-pocket premium expenses. For example, an employee who selects "employee only" coverage for medical and dental with a combined per pay period premium cost of $250.79 and receives a per pay period MPS of $243.33 will receive a DPS in the amount of $7.46 per pay period.

D. Eligibility for MPS and DPS

Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage.

E. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be in paid status to actually receive the benefits of this Section.

F. Eligibility for MPS and DPS While on Leave

1. FMLA/CFRA. Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Section 3, as applicable, will continue to be enrolled in a CONFIRE-sponsored medical plan and to receive MPS and DPS in accordance with applicable law.

   An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

2. Pregnancy Disability Leave (PDL). An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL, Government Code section 12945.

3. Workers' Compensation. Except for employees covered under Labor Code 4850, employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to a total of twenty (20) pay periods while off work due to that work injury as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods. Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS provided the employee is in paid status.

4. Short Term Disability. Employees in paid status shall continue to receive the MPS and DPS.

5. Per Episode of Illness or Injury. Employees who are on an approved Medical Leave of Absence and whose paid hours in a pay period are less than the required number of hours will continue to receive the benefits of Section 2 for up to six pay periods per episode of illness or injury.

Section 4: Contributions to Salary Savings Plan

A. Biweekly contributions of Exempt employees in Group D to the County's 401(k) Defined Contribution Plan up to three percent (3%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of two (2) times the employee's contribution. The CONFIRE contribution shall not exceed six percent

(6%) of an employee's biweekly base salary. Biweekly contributions of Exempt employees in Groups B and C to the County's 401(k) Defined Contribution Plan up to four percent (4%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of two (2) times the employee's contribution. The CONFIRE contribution shall not exceed eight percent (8%) of an employee's biweekly base salary.

B. Biweekly contributions of Exempt Group B employees to the County's 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of one (1) time the employee's contribution. The CONFIRE contribution shall not exceed one percent (1%) of the employee's biweekly base salary. Biweekly contributions of Exempt Group C and D employees to the County's 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of one-half (1/2) times the employee's contribution. The CONFIRE contribution shall not exceed one-half percent (½%) of the employee's biweekly base salary.

Section 5: Dependent Care Assistance Plan (DCAP)

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for qualifying dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986 (IRC) and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law.

The DCAP will be administered by the Employee Benefits & Services Division consistent with said IRC Section and consistent with San Bernardino County's Dependent Care Assistance Plan Document.

A. To be eligible to enroll for this benefit, an employee must be in a regular position.

B. Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit a participation agreement within the time frame shall result in an election to not participate in the Plan.

C. An employee must elect to contribute to DCAP through salary reduction on forms approved by the Employee Benefits & Services Division. An employee election to participate shall be irrevocable for the remainder of the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Dependent Care Assistance Plan Document.

D. Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

Section 6: Flexible Spending Account (FSA)

A. The CONFIRE has established a Medical Expense Reimbursement Flexible Spending Account (FSA) Plan for Exempt Group employees in regular positions. The FSA is established in accordance with the provisions of Section 213 of the Internal Revenue Code (IRC). The Employee Benefits and Services Division will serve as the Plan's Administrator.

B. Eligible employees who choose to participate in the FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator.

C. Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit a participation agreement within the time frame shall result in an election to not participate in the Plan.

D. Eligible employees may contribute, on a pre-tax basis, each biweekly pay period up to the established amount pursuant to the IRC annual maximum. CONFIRE will contribute up to forty dollars ($40.00) per biweekly pay period matching employee contributions dollar for dollar. CONFIRE will contribute up to an additional $10 per biweekly pay period, matching Exempt employee contribution dollar for dollar, for employees who select the CONFIRE-sponsored Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the FSA.

E. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the Plan Year except as permitted by the IRC. Any amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

Section 7: Perfect Attendance

Employees in regular, full-time positions in Exempt Groups C and D who do not utilize any sick leave or Paid Time Off (PTO) for Sick Leave Purposes, any leave (e.g., vacation) in lieu of sick leave, or benefits in lieu of sick leave (e.g., workers' compensation, Short-Term Disability partial/full integration, etc.), in a calendar year (i.e., pay period 1 through pay period 26 or 27, when applicable, of the same year), and who do not record any sick leave without pay, absent without pay, Medical Emergency Leave, or military leave as provided by law, during that year, shall accrue sixteen (16) hours of perfect attendance leave for use in the next calendar year. Failure to utilize the perfect attendance leave within the calendar year shall result in forfeiture of the same. Perfect attendance leave may not be cashed out.

Section 8: Healthy Lifestyles Program

The Healthy Lifestyles program is available to Exempt Group employees. Under this program, Exempt Group employees are eligible for reimbursement for a Health Club/Fitness memberships up to $324.00 on an annual basis. Exempt Group employees are also eligible for an annual physical examination through the Arrowhead Regional Medical Center.

Section 9: Insurance Programs

A. Term Life Insurance. Subject to carrier requirements as specified in the Certificate of Insurance, CONFIRE will pay the premium for a term life insurance policy, the amount of which is based on the eligible employee's scheduled hours. An employee scheduled from 40 to 60 hours per pay period shall receive $25,000 in coverage. An employee scheduled from 61 to 80 hours shall receive $50,000 in coverage. Life Insurance will become effective on the first day of the pay period following the first pay period in which the employee is in paid status. For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee's expense.

B. Voluntary Life Insurance. In accordance with procedures established by the Employee Benefits and Services Division, eligible employees may purchase, through payroll deductions, term life insurance subject to carrier requirements and in the amounts specified in the Certificate of Insurance.

An employee shall become initially eligible to participate in this program on the first day of the pay period following the pay period in which the employee is in paid status. Participation will continue as long as premiums are paid timely. If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and

Services Division.

C. Universal Life Insurance.

1. Group Universal Life. Eligible employees may purchase, through payroll deductions, group universal life insurance subject to carrier requirements and approval. The benefit levels for such insurance shall be equivalent to no more than three times the employee's annual base earnings. Employees who purchase group universal life insurance shall be provided a CONFIRE contribution towards the biweekly premium based on the following schedule:

Benefit Group	**CONFIRE Contribution**
Benefit Group A	100 percent of the premium for benefit level equal to the annual base salary
Benefit Group B	50 percent of the premium for benefit level equal to the annual base salary or 100 percent of the premium for benefit level equal to one-half of the annual base salary
Benefit Group C	25 percent of the premium for benefit level equal to the annual base salary
Benefit Group D	25 percent of the premium for benefit level equal to the annual base salary

If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to Human Resources.

D. Accidental Death and Dismemberment Insurance. Exempt Group employees may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction. An employee shall become initially eligible to participate in this program on the first day of the pay period following the first pay period in which the employee works and is in paid status. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division. The benefit will be provided subject to carrier requirements, and will be administered by the Employee Benefits and Services Division.

E. State Disability Insurance. CONFIRE agrees to pay the premium for State Disability Insurance for each employee in regular positions budgeted for forty-one (41) or more hours per pay period.

F. Vision Care Insurance. Subject to carrier requirements, CONFIRE will pay the premiums for vision care insurance for employees who are in a paid status and their eligible dependents.

Section 10: Retirement Medical Trust Fund

A Retirement Medical Trust Fund has been established. The RMT is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of IRC section 501(c)(9).

The RMT Fund will be administered by the Employee Benefits and Services Division as the plan administrator in accordance with the plan document and applicable law.

A. Sick Leave Conversion Eligibility. Exempt Group employees with five or more years of participation in SBCERA are eligible to participate in the RMT.

The purchase of additional retirement credit or other retirement service credit and/or participation in other public sector retirement systems may also be counted towards the participation requirement, provided that the employee has not withdrawn their contributions from the system(s) and the employee is also a participant in SBCERA.

Employees who wish to receive credit for participation in other public retirement systems must provide the Plan

Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one year from the employee's hire date.

B. Sick Leave Conversion Formula. At separation from service for reasons other than death, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the RMT in accordance with the conversion formula below:

Amount of Remaining Sick Leave Hours	Cash Value Formula
0 to 1,500 hours	80%

C. CONFIRE Contribution - CONFIRE will contribute to the RMT as follows:

Years of Participation in SBCERA or Other Retirement System	Percentage of Base Salary*
5-9 years	2.00%
10-15 years	2.75%
16 or more years	3.75%

*For purposes of the RMT contribution, base salary is as defined in the RMT plan document.

Employees who wish to receive credit for participation in other public retirement systems must provide the Plan Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one year from the employee's hire date.

D. Death. Upon the death of an active employee with five (5) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid the cash value for the unused sick leave balances according to the sick leave conversion formula below, and will not go into the Trust.

Sick Leave Balance as of Date of Separation for death	Cash Payment Percent of Hours of Sick Leave Balance
480 hours or less	30 percent
481 to 600 hours	35 percent
601 to 720 hours	40 percent
721 to 840 hours	45 percent
841 to 1000 hours	50 percent

Section 11: Retirement System Contributions

A. Employee Contributions.

All employee retirement system contribution obligations shall be “picked up” for tax purposes only pursuant to this Section. The Auditor- Controller/Treasurer/Tax Collector shall implement the pickup of such retirement system contributions under Internal Revenue Code Section 414(h)(2).

The CONFIRE shall make member contributions under this Subdivision on behalf of the employee which shall be in lieu of the employee’s contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Subdivision shall be recouped through offsets against the salary of each employee for whom CONFIRE picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by CONFIRE under this Subdivision shall be treated as compensation paid to CONFIRE employees for all other purposes. CONFIRE-paid employer contributions to SBCERA under this Subdivision shall be paid from the same source of funds used in paying the salaries of the affected employees. No employee shall have the option to receive the retirement system contribution amounts directly instead of having them paid to SBCERA.

Until retirement or separation, all contributions picked up under this Subdivision will be considered for tax purposes as employer-paid contributions.

B. Special Provisions.

1. Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 18, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

2. Employees who are over age sixty (60) at time of hire, and who are in a regular position, and who choose not to be a member of SBCERA, shall be enrolled in the County's 401(k) Defined Contribution Plan. CONFIRE shall contribute the applicable percentage of the employee's base salary as provided in Section 4 Contributions to Salary Savings Plan of this Article, not to exceed the annual limits of the Plan as defined in the Internal Revenue Code. Eligible employees who waive participation in the County's Retirement System shall be eligible to receive the biweekly amounts applied under section (A) above for their group of employees.

C. Survivor Benefits. Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Government Code section 31855.12. An equal, non- refundable employer and employee biweekly contribution will be paid to SBCERA as provided in the annual actuarial study.

ARTICLE 3: COMPENSATION

Section 1: Assignment to Vacant Higher Position

Employees directed to continuously perform duties in a vacant higher level regular position, for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of eighty (80) hours, unless specifically waived by the employee; provided, however:

A. CONFIRE's Director of Human Resources, or designee certifies to the Appointing Authority in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position; and

B. A written request for a salary rate increase to the higher level is directed to the Appointing Authority for CONFIRE or designee for approval; such increase to the higher level shall be determined as if the assignment had been a promotion.

It shall be the responsibility of a CONFIRE supervisor/manager to initiate such requests and to provide a copy of such request to the employee. Written requests may also be made by the employee through a CONFIRE supervisor/manager in the same manner. Requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of a salary rate increase must be filed as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by CONFIRE's Director of Human Resources. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

The duration of such assignments to vacant higher positions shall not usually exceed one (1) calendar year. Appointments to regular positions of trainees or underfills are exempt from the provisions of this section. Further, this section does not apply to a situation in which no vacant higher level position exists for which funds have been appropriated. Addition of duties of a higher level classification to any employee's regular position shall be governed by the section on Special Assignment Compensation, or the Personnel Rule on Classification, as appropriate. For purposes of this section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (a) An unoccupied position due to attrition and for which the appointment process has been initiated; (b) a position from which the incumbent is on extended leave of absence; or (c) a new position authorized by the Board of Directors for which the appointment process has been initiated.

Section 2: Bilingual Compensation

Upon approval of CONFIRE's Director of Human Resources, employees in the category of the Exempt Group required by the Appointing Authority or designee to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment, shall be eligible for bilingual compensation in the amount of forty-five dollars ($45) per pay period. Such compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by Human Resources to be eligible for compensation.

Section 3: Management Incentive Pay – Non-Safety Transition

A. Employees who are appointed to executive or management positions within Exempt Group B and C and meet the eligibility criteria set forth in this section shall receive Management Incentive Pay as provided in this section.

Management Incentive Pay shall be established at a rate of fifteen percent (15%) of the employee's base salary and shall be paid as part of the employee's regular compensation.

Management Incentive Pay applies to employees who, at the time of appointment to the designated classification or assignment, are transitioning from a California public safety retirement classification, have a minimum of ten (10) years of continuous service under a safety retirement formula, and are not receiving a service retirement benefit from a public safety retirement system.

Management Incentive Pay shall commence upon appointment to the designated classification or assignment and shall continue for the duration of the employee's assignment in that classification or assignment.

Such compensation shall be reported in accordance with applicable laws and regulations governing retirement reporting.

Section 4: Major Fire and Disaster Response

For major fire and disaster response, CONFIRE employees assigned to major fire or disaster incidents, which exceed twelve (12) hours in duration, shall be eligible for additional compensation upon the approval of the Executive Director or designee. For approval of Major Fire and Disaster Response Compensation for the Executive Director, the request must be approved by the CONFIRE Board Chair or designee. If approved, such compensation for Exempt Group B shall be paid at the employee's base rate of pay. Exempt Groups C and D shall be paid at one and one-half times the employee's base rate of pay.

Section 5: Administrative Duty Compensation

Administrative duty compensation of $400.00 per month will be provided to Exempt Group B classifications: . This compensation is provided to compensate the classifications listed above for after hours work that does not involve returning to the worksite, unless otherwise provided for in this Article. No holiday time may be banked for being "on call" unless the employee actually returns to work for a verifiable emergency, activation or other incident as determined by CONFIRE's Appointing Authority or designee. Should an employee be required to return to work on a holiday, holiday time may only be banked for those hours the employees actually were required to work.

Section 6: Direct Deposit (Electronic Fund Transfer)

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or expense reimbursements via pay card.

Section 7: Salary Adjustments

A. Across the Board Wage Increase

- 3.00% - Effective February 20, 2027, CONFIRE shall provide all classifications with a three percent (3.00%) across the board salary increase,
- 3.00% - Effective February 19, 2028, CONFIRE shall provide all classifications with a three percent (3.00%) across the board salary increase.

For the purposes of this CONFIRE Exempt Compensation Plan, base salary rate shall mean the salary range assigned to a specific classification as provided in Appendix A.

Section 8: Automobile Allowance

All CONFIRE employees in a paid status in Exempt Group A shall be eligible to receive a bi-weekly automobile allowance in the amount of $461.54 with no mileage reimbursement, or may elect to be assigned a CONFIRE vehicle, subject to availability and approval of the Appointing Authority or designee.

Employees in Exempt Group B may elect to be assigned a CONFIRE vehicle, subject to availability and approval of the Appointing Authority or designee.

Employees in Exempt Group A who become eligible or ineligible in the middle of a pay period (i.e., not at the beginning of a pay period) will receive a prorated sum of automobile allowance. Employees selecting this allowance shall be required to have a vehicle available at all times for use on CONFIRE business. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

Section 9: Portable Communication Device Allowance

All CONFIRE employees in a paid status in Exempt Groups A and B shall be eligible to receive a biweekly portable communication device allowance in the amount of ninety-two dollars and thirty-one cents ($92.31), provided they are not assigned a CONFIRE-issued portable communication device.

An employee who becomes eligible or ineligible for this benefit in the middle of the pay period will receive a prorated amount.

The employee shall purchase a portable communication device capable of sending and receiving cellular telephone calls and capable of sending and receiving e- mails to and from CONFIRE's e-mail systems.

CONFIRE shall pay for any license and set up expense for the device, if any, and the employee shall pay for the equipment and monthly voice mail and data plans.

Employees in Exempt Groups A and B may elect to be assigned a CONFIRE-issued portable communication device, subject to availability and approval of the Appointing Authority or designee, in lieu of receiving the portable communication device allowance.

Section 10: Salary Rates and Step Advancements

A. Eligibility for Step Advancement. Employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this provision. Variable entrance steps may be established if justified by recruitment needs and the qualifications of the new employee, to the extent they exceed the minimum of the position to which the employee is appointed, through top step with the approval of the Appointing Authority or designee and through top step with the approval of CONFIRE's Director of Human Resources or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. However, when an employee reaches the required number of service hours with eighty (80) service hours in each pay period, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of the required length of service hours in the classification, satisfactory work performance, and Appointing Authority or designee recommendation.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements. Unless otherwise approved by the Board of Directors, step advancements within a base salary range shall be based upon a one-step increment, approximately two and one-half percent (2.5%).

Employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

The Appointing Authority or designee may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources or his/her designee. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

B. Special Provisions. The Appointing Authority or designee may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of CONFIRE's Director of Human Resources or designee and the final approval of the Appointing Authority or designee. CONFIRE's Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of any employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

Section 11: Longevity

Employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the County/CONFIRE. Longevity pay shall be paid on all paid hours, up to an employee's standard hours, and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
20,800 continuous service hours (10 years)	1.0%
31,200 Continuous Service Hours (15 years)	3.0%

For purposes of longevity pay only, a year of completed County/CONFIRE service is defined as 2,080 service hours with the County/CONFIRE.

Recognition of Prior Public Service

For purposes of determining eligibility for longevity pay only, prior service performed under a California public retirement system or other qualifying public retirement system shall be recognized, provided that:

- The employee entered Agency employment without a break in public service exceeding six (6) months; and
- The prior service was performed in a position that accrued service credit under a public retirement system; and
- The employee provides documentation acceptable to Human Resources verifying such service.
- The employee is not receiving a service retirement benefit from a public retirement system for the period of service being credited.

Approved prior service shall be combined with the employee's CONFIRE service solely for the purpose of determining the applicable longevity pay tier. Such recognition shall not apply to any other compensation, seniority, leave accruals, or benefits unless otherwise expressly provided.

Section 12: Special Assignment Compensation

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to vacation, short-term illness or other relief, which is six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by the Appointing Authority or designee and CONFIRE's Director of Human Resources or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments, and shall be in the form of a specified percentage of the employee's base pay. The Appointing Authority or designee will determine the amount in increments of one-half percent (½ %) from a minimum of two and one-half percent (2 ½%) up to a maximum of seven and one-half percent (7 ½%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not effect an employee's step advancement in the base range pursuant to the Salary Rates and Step Advancements section.

Requests for Special Assignment Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important to obtain CONFIRE's Director of Human Resources or designee's review of the request in advance of the date the employee begins the assignment, since there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with CONFIRE's Director of Human Resources or designee's written approval, assignment of greater level duties, and signed acceptance of the employee.

This provision shall not be utilized to circumvent or provide additional compensation over and above that which may be provided in “Classification” and “Assignment to Vacant Higher Position.” These aforementioned provisions are mutually exclusive concepts and as such there shall be no dual or multiple requests based on the same facts.

Section 13: Tuition Loan Repayment

CONFIRE shall establish a Tuition Loan Repayment Program to assist with student loan obligations and encourage continued CONFIRE employment.

A. Eligibility Requirements - all requirements must be met before the employee is deemed eligible for loan repayment assistance:

3. The employee is employed in a regular full-time classification covered under this Compensation Plan.
4. The employee fully completes the CONFIRE’s Student Loan Repayment Application.
5. The employee submits proof of the following:
    a. (i) A qualifying degree.
    b. (iii) Current statements from an unpaid loan.
    c. The employee is in paid status in the pay period the repayment is made.
    d. The employee is not participating in another tuition loan repayment program. This does not include participation in any loan forgiveness program.
    e. Employee’s last Work Performance Evaluation rating is a “meets standards” or above and not on an improvement plan.
    f. Employee is not on a current leave restriction plan.

B. Terms of Loan Repayment Assistance:

Employees with 2 or more years of continuous service with CONFIRE may apply for tuition loan repayment. Continuous service is defined as the total length of service from an employee’s most recent beginning (hire) date in a regular position with no separation from CONFIRE employment. Employees must complete a new application and submit supporting documentation for each disbursement for loan repayment. Any additional annual incentive will require completion of new one-year continuous periods of Qualifying Service on and after the date of the implementation of this provision. In no event will the payments be combined. If the application meets /CONFIRE requirements, the payment shall be as follows:

1. After completion of 2 continuous years with CONFIRE: A single payment of up to $1,000.
2. After completion of 3 continuous years with CONFIRE: A single payment of up to $1,500.
3. After completion of 4 continuous years with CONFIRE: A single payment of up to $2,000.
4. After completion of 5 continuous years with CONFIRE: A single payment of up to $2,500.
5. After completion of 6 continuous years with CONFIRE: A single payment of up to $3,000.

Payment shall not exceed the total amount of $10,000 per employee. Eligible employees may receive the payment within thirty (30) days after approval of the required documentation.

C. Restrictions

1. Employee must have one or more qualifying student loans (including private loans provided they qualify pursuant to all applicable State and Federal laws, rules, and regulations).

2. Degree must have been completed and employee must be in active repayment of the loan.
3. Loans must not be in default status. Employees must provide a written statement from their lender(s) substantiating that the loan(s) are not in default, dated within ten (10) business days of the application for payment.
4. Payments made on loans in the year prior to the repayment request that are less than the maximum yearly repayment amount will be eligible for the lesser amount paid only.
5. Employees who separate from County/CONFIRE employment are not entitled to prorated payments.
6. The lender information must be verified annually, and must not be older than ten (10) days prior to the application for payment.
7. If loans have been consolidated, proof of consolidation must be provided.
8. Employees must show proof of loan payments for each of the prior twelve (12) consecutive months.

D. Program Details

1. Payment will be made directly to the employee through EMACS. Payment will be subject to all required payroll deductions, and participants will be responsible for any and all applicable taxes resulting from the payments they receive.
2. Qualifying Student Loan shall mean a loan (or the portion of a loan, if consolidated) taken and used to cover the cost of an eligible qualifying degree. The determination of whether or to what extent a loan is a Qualifying Student Loan shall be made based on guidelines established by Human Resources.
3. Notwithstanding the foregoing, reimbursement under this Section shall be made subject to any additional conditions approved by the Appointing Authority or designee.

Section 14: Uniform Voucher

CONFIRE will provide a maximum of $400.00 voucher per fiscal year for uniform purchase the specified uniform. The employee is responsible for the purchase of such uniform to include approved pants, shirts, jackets, sweatshirts, belts, and shoes or boots. All such purchases of uniforms shall be made with such vendors as are selected by CONFIRE and CONFIRE's Appointing Authority or designee. CONFIRE shall make direct payment to the vendor up to the specified amount. Unused amounts shall not be carried over to the following fiscal year.

Employees who are on long-term leave of absence (6 pay periods or greater) who do not return to work will forfeit any unused and future uniform allowance.

ARTICLE 4: MODIFIED BENEFIT OPTION

Section 1: General Provisions

A. All full-time CONFIRE employees in regular positions shall be provided an opportunity to convert from a regular position with traditional benefits (i.e., traditional benefit option) to a regular position with modified benefits and a wage differential.

B. Employees may choose to enroll in the Modified Benefit Option (MBO) at hire or during the annual open enrollment period, and may choose to change to the traditional benefit option during subsequent open enrollment periods.

C. Employees who select the MBO must commit to work a minimum of 1,560 hours per calendar year.

D. In order to receive the benefits and wage differential of the MBO, the employee must specifically choose the Option.

Section 2: Modified Benefit Option Wage Differential

A. Employees who select the MBO shall receive a wage differential of 4% above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).

B. The wage differential shall be considered as part of the base hourly rate when calculating the following: CONFIRE contribution to the employee's Retirement Medical Trust (RMT) account, CONFIRE match to employee's contribution to County's 457(b) Deferred Compensation Plan, CONFIRE match to employee's contribution to County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis (e.g., retention), sick leave conversion cash-out pursuant to Section 10 Retirement Medical Trust in Article 2 Benefits, and other leave cash-outs if any. Provided below is an example of how CONFIRE's contribution to the RMT would be calculated:

   Example: Employee with 17 years of continuous County/CONFIRE service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is $70 per hour. This employee is eligible for a CONFIRE contribution to the RMT equal to 3.75% of the employee's base bi-weekly salary. CONFIRE contribution to the RMT is calculated as follows:

   80 hours X ($70.00 per hour X 1.04 MBO Wage Differential) = $5,824 base bi-weekly salary for purposes of CONFIRE contribution to the RMT $5,824 X 3.75% Contribution Rate = $218.40

   CONFIRE will contribute $218.40 to the RMT on behalf of the employee that pay period.

Section 3: Benefits and Leaves

Except as provided in Section 3 of this Article, employees who select the MBO shall receive the same benefits and leaves that employees who select the traditional benefit option receive.

A. <u>Medical Coverage</u>. Employees who select the MBO shall have the same medical plan options as employees who select the traditional benefit option (e.g., Blue Shield HMO, Kaiser HMO, Blue Shield Access + HMO, Kaiser Choice HMO, and Blue Shield PPO).

B. <u>Medical Premium Subsidy (MPS)</u>.

   Employees who select the MBO shall receive MPS in the following amounts per pay period:

   Effective February 10, 2024 through July 11, 2026, the MPS amounts for employees enrolled in the MBO will be based on a percent of the MPS amounts for the Traditional Benefit Option (i.e., 71% Employee Only; 82% Employee + 1; 82% Employee + 2).

C. <u>Dental Premium Subsidy (DPS)</u>. Employees who select the MBO and are enrolled in both County-sponsored medical and dental coverage whose premium costs for medical and dental exceeds the MPS shall be eligible to receive DPS up to $9.46 per pay period, but not to exceed the combined total of the employee's out-of-pocket premium expenses.

Section 4: Paid Time Off

A. <u>Definition</u>. Employees who select the MBO shall be granted Paid Time Off (PTO) in lieu of any other Vacation or Sick accrual leave provisions. However, employees shall continue to be eligible to receive Administrative Leave as provided in Section 1 Administrative Leave in Article 7 Leave Provisions. Additionally, employees shall receive holiday pay in accordance with Section 6 Holiday Leave in Article 7 Leave Provisions, except that employees shall not be eligible for the floating holiday.

B. Accumulation. Employees who select the MBO shall accrue PTO each pay period as provided in the chart below and shall be eligible for prior service credit in accordance with Section 14 Vacation Leave in Article 7 Leave Provisions. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum combined vacation and PTO accrual that may be carried over to future calendar years shall not be prorated. PTO shall be available for use on the first day following the pay period in which it is earned.

Service Hours	Annual PTO Allowance	Approximate Accrual Rate Per Pay Period	Maximum PTO Accrual That May Be Carried Over to a Future Calendar Year	Maximum Combined Vacation and PTO Accrual That May be Carried Over to a Future Calendar Year
0 through 8,320 service hours	120 hours	4.62 hours	272 hours	374 hours*
Over 8,320 through 18,720 service hours	160 hours	6.15 hours	362 hours	480 hours*
Over 18,720 service hours	200 hours	7.69 hours	452 hours	586 hours*

*The employee's maximum PTO accrual that may be carried over to a future calendar year may not exceed 272, 362, or 452, as applicable. Additionally, the maximum combined vacation and PTO accrual that may be carried over to a future calendar year for an employee who has a grandfathered maximum vacation accrual balance of more than 480 hours as allowed in Section 14 Vacation Leave in Article 7 Leave Provisions shall be this employee's grandfathered maximum vacation accrual balance plus 106 PTO hours. For example, if employee's grandfathered maximum vacation accrual balance is 600 hours, the maximum combined vacation and PTO accrual that may be carried over to a future calendar year shall be 706 hours (600 vacation hours plus 106 PTO hours). As indicated in Section 14 Vacation Leave in Article 7 Leave Provisions, the grandfathered maximum vacation accrual balance shall be adjusted annually at the end of each calendar year and shall never be increased.

Any PTO accrual balance at the end of the calendar year in excess of employee's maximum PTO accrual that may be carried over to a future calendar year shall be automatically cashed out and paid in accordance with Section 5(D)(2) of this Article. Additionally, any combined vacation/PTO accrual balance at the end of the calendar year in excess of the employee's allowed maximum combined vacation/PTO balance, in which vacation accruals do not exceed employee's allowed maximum vacation accrual balance, shall be cashed out in PTO hours paid in accordance with Section 5(D)(2) of this Article. For example, if an employee with a maximum combined accrual balance of 586 has 480 vacation hours (i.e., employee's vacation maximum accrual balance) and 200 PTO hours for a combined accrual balance of 680 hours, 94 PTO hours shall be automatically cashed out.

Section 5: Administration

A. PTO for Vacation Leave Purposes. When PTO has been requested for vacation leave purposes, PTO shall be administered according to Section 14 Vacation Leave of Article 7 Leave Provisions.

B. PTO for Sick Leave Purposes. When PTO has been requested for sick leave purposes, PTO shall be administered according to Section 12 Sick Leave of Article 7 Leave Provisions.

C. Separation. Employees separating from CONFIRE employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to Section 14 Vacation Leave of Article 7 Leave Provisions.

Exempt employees who are subsequently hired into a position in a bargaining unit that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation, floating holiday, and sick leave immediately.

D. PTO Cash-Out.

1. Elective Conversion. An employee may sell back PTO at the base hourly rate of pay of the employee as hereinafter provided, upon approval of the CONFIRE Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of PTO be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

   In order to sell back PTO prior to termination or retirement, an employee may exercise the following options:

   a. Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's PTO accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining in the last pay period of the calendar year will automatically be converted into cash in the last pay period of the calendar year.

   b. Option 2 - Existing Accruals. Existing PTO accruals may be cashed out in whole hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any PTO accruals in excess of the employee's maximum PTO accrual balance converted to cash. Such automatic PTO cash out shall be paid in Pay Period 1 of the next calendar year.

E. Accrual Carryover Following Benefit Change.

1. Traditional Benefit Option to Modified Benefit Option. Employees who convert from the traditional benefit option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation leave, sick leave, and a floating holiday after converting to the MBO. After converting to the MBO the employee shall be immediately eligible to accrue PTO.

   Any vacation leave accrual balance carried over to the MBO that is in excess of the employee's allowed maximum vacation leave accrual balance at the end of the calendar year shall be cashed out and paid in accordance with Section 14 Vacation Leave of Article 7 Leave Provisions. For example, an employee with a maximum vacation leave accrual balance of 480 hours begins MBO in pay period 16 and carries over 572 vacation hours. This employee then uses 20 vacation hours and has 552 vacation hours at the end of the last pay period of the calendar year. In this example, 72 vacation hours shall automatically cash out in pay period 1 of the next calendar year such that 480 vacation hours carries over to the next calendar year (552 hours – 72 hours = 480 hours).

   Vacation Cash-Out. Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and predesignated to cash-out vacation leave during the required pre-designation period while in the traditional benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation leave while enrolled in the MBO unless employee intends to convert to the traditional benefit option during next calendar year's open enrollment period and start accruing vacation that calendar year.

Additionally, employees who select the MBO will continue to have the option to cash-out existing vacation accruals according to Section 14 Vacation Leave of Article 7 Leave Provisions.

2. Modified Benefit Option to Traditional Benefit Option. Employees who convert from the MBO to the traditional benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, floating holiday, and sick leave immediately; however, the maximum combined PTO and vacation accrual that may be carried over to a future calendar year shall not exceed this employee's allowed maximum vacation accrual balance at the end of the calendar year as established in Section 14 Vacation Leave of Article 7 Leave Provisions. Any combined excess leave hours at the end of the calendar year shall be cashed out as PTO hours and paid in accordance with Section 5(D)(2) of this Article. For example, an employee with a maximum vacation accrual balance of 480 hours begins the traditional benefit option in pay period 16 and carries over 150 PTO hours and 375 Vacation Leave hours and accrues an additional 68 vacation hours through pay period 26 (i.e., total combined leave at the end of calendar year equals 593 hours). In this example, 113 PTO hours shall automatically cash out in pay period 1 of the next calendar year such that 480 total combined vacation/PTO hours carries over to the next calendar year (593 hours – 113 hours = 480 hours). If employee has a grandfathered maximum vacation accrual balance, the grandfathered vacation accrual balance shall be the maximum combined vacation and PTO balance that may be carried over.

   PTO Cash-Out. Employees who met the eligibility requirements for the PTO cash-out prior to converting from the MBO to the traditional benefit option, and predesignated to cash-out PTO during the required pre-designation period while in the MBO, shall remain eligible to cash-out PTO. However, employees enrolled in the traditional benefit option shall not be eligible to pre-designate to cash-out PTO while enrolled in the traditional benefit option unless employee intends to convert to the MBO during next calendar year's open enrollment period and start accruing PTO that calendar year.

   Additionally, employees who convert from the MBO to the traditional benefit option will continue to have the option to cash-out existing PTO according to Section 5(D)(1)(b) of this Article.

ARTICLE 5: EMPLOYMENT PROVISIONS

Section 1: Access to Personnel Records

Personnel records are confidential and access to personnel records of the employees shall be limited to the CONFIRE's Director of Human Resources or designee, the Appointing Authority for CONFIRE, the Board of Directors, or their authorized representatives. Employees currently employed by CONFIRE and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of CONFIRE's Director of Human Resources or designee or upon the request of the employee or the Appointing Authority and upon approval of CONFIRE's Director of Human Resources or designee and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their CONFIRE supervisor/manager or Human Resources as appropriate.

Section 2: Classification

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each Exempt position. Whenever positions are subject to any change as a result of classification review, and are allocated within the CONFIRE Exempt Group, any Board of Directors action shall be made on the recommendation of the Appointing Authority for CONFIRE. Any request to review a classification action shall be submitted to the CONFIRE's Director of Human Resources or designee who shall have the final and binding authority in the review process determination. Positions allocated to the CONFIRE Exempt Group shall not be subject to any classification appeal procedure. Classification adjustments (upgrades and downgrades) are implemented in accordance with the Personnel Rules for Board-Governed Special Districts/Fire District.

Section 3: Classification Adjustments

A. Upgradings. An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules for Board-Governed Special Districts/Fire District such employee's step placement in the new salary range shall be governed by the Section on "Promotions."

B. Downgradings. A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate where the salary rate is within the new base salary range. Where an incumbent receives a salary rate greater than the maximum of the new base salary range, the CONFIRE's Director of Human Resources, may authorize continuation of the same salary rate to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step.

Section 4: Conditions of Employment

CONFIRE Exempt Group employees serve at the pleasure of the Appointing Authority for CONFIRE. Should an employee's position be abolished, CONFIRE will make reasonable efforts to place the employee in a comparable CONFIRE position based upon the employee's skills, knowledge and abilities, as well as consideration for the employee's length of service with CONFIRE. If reasonable efforts to place an Exempt employee in a comparable CONFIRE position are unsuccessful, the employee shall be subject to layoff by written notification by the Appointing Authority or designee, which notification shall be given at least ten (10) working days prior to the effective date of the layoff. An Exempt employee does not have any bumping rights to other CONFIRE positions, whether previously held or not.

Section 5: Demotions

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which the employee demoted as provided in the Order of Demotion.

An employee demoted for non-disciplinary reasons who returns to their former classification during the probationary period or within 2,080 service hours of promotion, shall be returned to the same salary step within the base salary range for the former classification that the employee was on prior to promotion. No credit shall be granted for hours worked at the promoted level for the next step advance due date.

An employee demoted for non-disciplinary reasons shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demotes, not to exceed the top step of the salary range of the applicable range with the approval of the Appointing Authority and the CONFIRE

Director of Human Resources or designee.

An employee who demotes for non-disciplinary reasons to a trainee classification for which the journey level classification is higher than the classification they demoted from, shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the demoted classification to which the employee demoted. Employees whose current base rate of pay exceeds the top step of the salary range to which the employee demoted classification range shall be placed on the "X" step and retain their current base rate of pay. Provided that the "X" step continues to be above the top step of the demoted classification range, the employee shall receive no future salary rate increases until the employee has promoted to the journey level classification and the salary rate of that classification exceeds the "X" step. An employee who demotes for non-disciplinary reasons to a trainee classification for which the journey level classification is lower than the classification they demoted from shall retain the same salary rate, provided that the salary rate does not exceed the top step of the journey level classification. If the salary rate is higher than the top step of the journey level classification, the employee shall be placed at the top step of the base salary range of the lower journey level classification.

Section 6: Dual Appointments

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by CONFIRE's Director of Human Resources or designee, to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status.

Section 7: Employment Interview Expenses

For division level and above, the Appointing Authority or designee may approve reimbursement of interview expenses incurred by external candidates upon proof/receipts provided. Such reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport transit.

Section 8: Hours of Work

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the Appointing Authority for CONFIRE and such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured.

The nature of Fair Labor Standards Act (FLSA) exempt employment for affected Exempt CONFIRE classifications is such that intermittent, occasional overtime is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the responsible position. These factors of time and effort are incorporated when the compensation level of FLSA exempt positions are established. In those instances where a position's work extends well beyond the normal hours of employment, CONFIRE's Appointing Authority or designee may authorize additional compensation in the form of cash payment or compensating time off, generally on a pre-approved and pre-scheduled basis. Circumstances for such compensation would include implementation of the intent of a Board of Directors approved program or emergency response.

For FLSA-covered employees in the Fire/Special Districts classifications, overtime is determined by the legal requirements of the FLSA. For FLSA-covered employees, the following overtime provisions apply.

A. Definition. Overtime shall be defined as all hours actually worked in excess of 40 hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave shall be considered as time actually worked. Overtime shall be reported in increments of full 15 minutes and is non-accumulative and non-payable when incurred in units of less than 15 minutes. Overtime shall not affect leave accruals.

B. Sick leave that is not pre-approved and sick leave used by employees on leave restriction shall not be considered as time actually worked for the purpose of calculating overtime. Pre-approved shall mean notice to management at least 48 hours prior to the beginning of the leave.

C. Overtime Compensation. Any employee authorized by the Appointing Authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case, overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment, upon request of the employee and approval of the Appointing Authority, an employee may accrue compensating time off at premium hours. Cash payment at the employee's regular rate of pay shall automatically be paid for any compensating time which exceeds 80 hours, for any such time which has not been taken within 26 pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion or termination of employment.

Section 9: Job Sharing and Part-Time Employment

CONFIRE will make reasonable accommodation for employees who express a request in writing to share their positions with other qualified employees or eligible persons or to work on a part-time basis. Jobs may be shared on an hourly or daily basis.

All benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific section. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific section provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by CONFIRE an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the CONFIRE.

Section 10: Promotions

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive the entrance rate of the new range or at least a five percent (5%) salary increase. An advanced step may be provided by the Appointing Authority up to a 7.5% increase in total not to exceed the top step of the higher base salary range. At the request of the Appointing Authority for CONFIRE and with the approval of CONFIRE's Director of Human Resources, an employee may be placed at a step above a 7.5% increase, not to exceed the top step of the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by CONFIRE's Director of Human Resources or designee.

or designee.

Section 11: Recruitment and Referral Bonus Programs

A. General. CONFIRE shall make available Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in the CONFIRE Exempt Group, in accordance with the guidelines established herein.

B. Program Applicability. The Appointing Authority for CONFIRE or designee may apply the Recruitment and/or Referral Incentive Program(s) to assist in filling regular positions in CONFIRE. CONFIRE's Director of Human Resources or designee shall have the sole authority to determine the applicability and amounts.

C. Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:

1. Bonus Amount and Method of Payment. The eligible employee hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars ($500.00) and no more than one thousand dollars ($1,000.00) upon hire. An additional one thousand dollars ($1,000.00) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.

2. Initial Leave Bank. The CONFIRE Director of Human Resources, or designee, may authorize a one-time initial leave bank for an employee hired into an exempt position or classification. Such leave banks shall be administered in accordance with applicable administrative policy and shall not exceed one hundred sixty (160) hours of vacation or paid personal leave, one hundred sixty (160) hours of sick leave, and one hundred twenty (120) hours of holiday leave. Approved leave bank hours shall be credited to the employee upon hire.

3. Limitations and Exclusions.

a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by CONFIRE's Human Resources or designee for that classification to be eligible for participation in the Recruitment Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by CONFIRE's Human Resources for that classification to be eligible for participation in the Recruitment Bonus Program.

   The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

   The employee shall receive the 2nd installment of the recruitment bonus if the employee is "Meeting Standards" for the period that covers the 2nd installment. Such determination shall not be subject to review or appeal.

b. The initial leave bank is intended solely as a recruitment incentive. If the employee separates from CONFIRE employment within three (3) years of hire, any unused hours granted through the initial leave bank shall not be eligible for cash-out or conversion to compensation, except as otherwise required by applicable law, and such hours shall not be reported or treated as compensation earnable for retirement purposes to the extent permitted by law.

   Authorization of an initial leave bank shall be made on a case-by-case basis at the sole discretion of the Director of Human Resources or designee and shall not be subject to grievance, review, or appeal.

D. Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:

1. Method of Referral. To be eligible for the recruitment bonus, the CONFIRE Application for Employment form must contain the name of the referring employee on the application.

2. Bonus Amount and Method of Payment. The referring employee shall receive a bonus of two hundred and fifty dollars ($250.00) for each referred candidate actually hired into an eligible regular position. An

additional five hundred dollars ($500.00) shall be paid upon that new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

3. Limitation and Exclusions.

a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by CONFIRE's Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by CONFIRE's Director of Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program.

b. Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.

c. In cases where more than one employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.

d. In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars ($500) shall not be paid.

e. The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

f. The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the referral bonus. Such determination shall not be subject to review or appeal.

Section 12: Recruitment Moving Allowance

A. The Appointing Authority may approve moving expenses up to but not exceeding three thousand dollars ($3,000) for division level and above employees new to CONFIRE employment for moving expenses authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire.

B. CONFIRE's Appointing Authority or designee may approve moving expenses up to, but not exceeding, five thousand dollars ($5,000) for any employees new to CONFIRE employment for whom CONFIRE's Appointing Authority or the Administrative Committee is the Appointing Authority. Reimbursement of moving expenses in excess of five thousand dollars ($5,000) must be approved by the Administrative Committee.

For all employees not covered by A or B above, the following provision applies:

C. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, the Appointing Authority or designee may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with CONFIRE as follows:

Miles Relocated	Maximum Reimbursement
250*-1000 Miles	$1,000.00
1001-2000 Miles	$2,000.00
More than 2000 Miles	$2,500.00

*The 250-mile distance shall only apply if the relocation is from outside San Bernardino County.

Such reimbursement may be provided to employees upon initial employment with CONFIRE, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and

(3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve months' service, the employee shall be required to reimburse CONFIRE for any payment made under this subsection. If the employee fails to reimburse CONFIRE the amount shall be recovered via payroll recovery from the employee's final pay.

Section 13: Reemployment

A. A regular employee who has separated from CONFIRE employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365th calendar day), may receive restoration of salary step, vacation accrual rate, and sick leave balance, unless the employee has received payment for unused sick leave in accordance with the Article Retirement Medial Trust Fund, subject to the approval and conditions established by the Appointing Authority and CONFIRE's Director of Human Resources or designee. Such employees begin accruing vacation and sick leave and may utilize the same immediately. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. The employee shall be required to serve a new probationary period, unless waived by CONFIRE's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.

B. A regular employee who has separated from CONFIRE employment and who is subsequently rehired to a regular position in the same job family within one year, (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the CONFIRE's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.

C. A regular employee who has separated from CONFIRE employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) day calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the CONFIRE's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.

Section 14: Reemployment from Layoff

A regular employee who has been laid off from CONFIRE employment and is subsequently rehired to a regular position shall be reemployed in the same manner as described in the Reemployment Section. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

For purposes of this section, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of CONFIRE employment.

Section 15: Relocation

Employees who are required by order of the Appointing Authority for CONFIRE to change their principal place of residence because of a reassignment to meet the needs of the service or because of a layoff, will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars ($400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

Section 16: Salary Rate Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a classification/compensation study. Incumbent employees whose classification is assigned to a higher base salary range shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours at the new range and step, in accordance with the requirements of the Salary Rates and Step Advancements section.

Section 17: Unclassified Service

Exempt positions serve in the Unclassified Service. These positions are at-will and have no appeal rights as they serve at the pleasure of the Appointing Authority.

Section 18: Severance

The CONFIRE Director of Human Resources or designee may, in appropriate circumstances, provide an employee who is separating from CONFIRE employment up to six months of the employee's annual salary and benefits in the form of administrative leave or a lump sum payment. The CONFIRE Director of Human Resources or designee,, in consultation with Legal Counsel for CONFIRE, is authorized to approve the administrative leave or payment; provided, however, no administrative leave may be granted or salary paid if allegations of conduct involving misappropriation of public funds or property, misuse or destruction of public property, acts that would constitute a felony or misdemeanor, malfeasance in office or conviction of a crime involving moral turpitude are pending against the employee.

ARTICLE 6: EXPENSE REIMBURSEMENT

Employees in the CONFIRE Exempt Group shall be reimbursed for all expenses incurred in connection with the conduct of CONFIRE business including, but not limited to: travel, lodging, meals, laundering, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Appointing Authority for CONFIRE. Reimbursement for expenses for travel and subsistence will be as listed below.

A. General Provisions. The purpose of this section is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of CONFIRE, except as may be otherwise provided in this Plan.

B. Responsibilities. It shall be the responsibility of each Appointing Authority for CONFIRE or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Appointing Authority for CONFIRE or designee to incur a business expense or to exceed maximum allowable amounts provided in Section G below. Prior approval may be in the form of standing orders issued by the Appointing Authority for CONFIRE. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

C. Travel Authorization.

1. All foreseeable travel requests must be submitted to the Financel Division four (4) weeks prior to travel. Out of state travel requests must be submitted six (6) weeks prior to travel.
2. Travel outside the State of California must be approved by the Appointing Authority for CONFIRE or designee except when the trip outside California is within twenty (20) miles of the California border or travel

through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the Finance Division on a travel request form.

3. The Appointing Authority for CONFIRE or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.

D. Authorization for Attendance at Meetings.

1. The Appointing Authority for CONFIRE or designee may authorize attendance at meetings at CONFIRE expense when the program material is directly related to an important phase of CONFIRE service and holds promise of benefit to the CONFIRE as a result of such attendance.

2. Authorization for attendance at meetings without expense reimbursement, but on CONFIRE time, may be granted when the employee is engaged on the CONFIRE's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the CONFIRE.

E. Records and Reimbursements.

1. Requests for expense reimbursements should be submitted once each month and within one year of the date that expense was incurred.

2. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

   a. Subsistence, except as otherwise provided in this section.

   b. Private mileage (e.g., mileage to airport).

   c. Telephone and other communication related charges including Wi-Fi and internet access fees if needed to conduct CONFIRE business.

   d. Other authorized expenses of less than one dollar ($1.00).

3. Claims for expense reimbursement totaling less than one dollar ($1.00) in any fiscal year shall not be paid.

4. Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, personal grooming, alcoholic beverages, etc.

5. Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.

6. If original receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location, date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.

7. Expense reimbursements may be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

F. Transportation Modes.

The general rule for selection of a mode of transportation is that mode which represents the lowest expense to CONFIRE. Where an employee is given the choice between several means of travel (e.g., use of a CONFIRE vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a CONFIRE vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the CONFIRE would have paid for the flight.

1. Travel via private automobile.

   a. Reimbursement for use of privately owned automobiles to conduct CONFIRE business shall be at the IRS allowable rate at the time the mileage was incurred.

      Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation related costs. CONFIRE does not provide any insurance for private automobiles used on CONFIRE business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on CONFIRE business.

   b. When employees, traveling on official CONFIRE business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

      Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between the employee's residence and the assigned work location.

2. Travel via rental vehicles. Reimbursement will be provided for the cost of a rental vehicle used for business purposes if such use is approved by the Appointing Authority. Rental vehicles are covered for liability and vehicle physical damage under the CONFIRE's insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchased any additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for CONFIRE business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

3. Travel via air. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate, including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the Appointing Authority for CONFIRE.

4. Travel Via Ride-Share Service, Taxi, or Public/Mass Transit. Reimbursement will be provided for the cost of using a ride-share service, (e.g., Uber or Lyft), taxi, or public/mass transit (e.g., bus, streetcar, and ferry) if such expenses are incurred for County business and approved by the appointing authority.

5. Incidental Travel Expenses. Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees if such expenses are incurred as part of CONFIRE business and approved by the appointing authority. Valet parking will not be reimbursed unless self-parking is not available or security is a concern.

G. Subsistence.

1. Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Appointing Authority for CONFIRE or designee as necessary for the purpose of conducting CONFIRE business. Meal and lodging selections should represent a reasonable cost to CONFIRE and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges greater than the allowances listed below in paragraph (2) and (3) may be authorized under special conditions, such as a

convention or conference requirement or if CONFIRE business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed.

2. An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate as established by the GSA, except as otherwise provided in paragraph (1) above.

3. Except as otherwise provided in paragraph (1) above, reimbursements for meal expenses for up to three separate meals per day may be provided as follows:

   a. With receipts: An employee may be reimbursed for meal expenses at actual cost not to exceed eleven dollars ($11) for breakfast; fifteen dollars ($15) for lunch; and twenty-four dollars ($24) for dinner, all plus tax and up to 15% gratuity.

   b. Without receipts: An employee may be reimbursed for meal expenses at per diem rates not to exceed six dollars ($6.00) for breakfast; nine dollars ($9.00) for lunch; and nineteen dollars ($19.00) for dinner, all plus tax and up to 15% gratuity.

4. Where the cost of a meal is included as part of a registration charge for an event (e.g., continental breakfast at a conference or training seminar) or in the cost of lodging, an employee may not claim reimbursement for that meal.

H. Expense Advances. Advancement of funds for business expenses can be obtained from the Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is fifty dollars ($50.00).

I. CONFIRE Credit Cards. The Appointing Authority may issue a CONFIRE credit card to an employee and require business expenses be paid for with said card. If unauthorized charges are placed on the card, the employee shall be required to reimburse CONFIRE. If the employee fails to reimburse the CONFIRE within fifteen (15) calendar days or prior to separation from CONFIRE service, the Auditor- Controller/Treasurer/Tax Collector's Office may recover any unauthorized charges from the employee's pay.

ARTICLE 7: LEAVE PROVISIONS

Employees in the CONFIRE Exempt Group shall apply available paid leave time whenever a leave of absence is approved.

Section 1: Administrative Leave

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with eighty (80) hours of Administrative Leave time for the employee's use. An eligible employee in a regular position who is part- time or job-sharing shall be eligible for a prorated number of Administrative Leave hours based on regularly scheduled hours. Employees newly entering the CONFIRE Exempt group after the beginning of Pay Period 1 shall receive a prorated number of hours. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Administrative Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27(when applicable), shall not receive Administrative Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2014 through February 2016, and then returns to paid status in Mach 2016, the employee shall receive a prorated sum of Administrative Leave hours for calendar year 2016 upon her return to paid status but shall not receive the calendar year 2015 Administrative Leave because the employee was not in paid status for the entire 2015 calendar year.

Administrative leave may be cashed out at the employee’s then current base rate of pay in increments of one (1) hour, upon the approval of the appointing authority, during the calendar year. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at the employee’s then current base rate of pay. Employees may designate that cash outs of Administrative Leave be contributed to the County’s 401(k) Plan or 457(b) Deferred Compensation Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay.

Section 2: Bereavement Leave

Employees in regular positions may use up to three (3) days paid leave, not charged to the employee’s personal leave balances, per occurrence for bereavement due to the death of a member of the employee’s immediate family as defined under Section 12(a)(1) of this Article. One (1) additional day shall be granted if the employee travels over one thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee’s personal leave balances. The Appointing Authority may request verification of distance traveled.

An employee who has been with CONFIRE for 30 days or more may utilize Bereavement Leave for each occurrence of reproductive loss. Reproductive loss includes failed adoption, failed surrogacy, miscarriage, stillbirth, and unsuccessful assisted reproduction as defined by California Government Code section 12945.6. The leave may be non-consecutive, but must be taken within 3 months of the event as defined by California Government Code section 12945.6(a)(7). If an employee experiences more than one reproductive loss event in a 12-month period, Bereavement Leave for reproductive loss shall not exceed 20 days within a 12-month period.

Section 3: Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Appointing Authority to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay to recover with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the Appointing Authority to receive this benefit.

Section 4: Compulsory Leave

If, in the opinion of the Appointing Authority, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by CONFIRE’s Director of Human Resources or designee or by their own physician or practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the appointing authority, and was required to submit to an examination, may not return to duty until such time as medical clearance has been submitted.

Employees shall be required to meet all prescribed qualifications for employment (e.g., licensure, certification, etc.). Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay, unless permitted to use appropriate accrued paid leave for which they are eligible, and may be subject to appropriate disciplinary action.

Section 5: Examination Time

Employees having regular status in regular positions at the time of application, or employees who do not have regular status but have previously held regular status and continuously remained a District employee, shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes (e.g., selection interviews, etc.) required for selection to a different CONFIRE. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on his/her own non-working time (e.g., online exams).

Section 6: Holiday Leave

A. Fixed Holidays. All Exempt employees in regular positions shall be entitled to the following holidays:

January 1st	Second Monday in October
Third Monday in January	November 11th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19th	December 24th
July 4th	December 25th
First Monday in September	December 31st

B. Floating Holidays. Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is not on unpaid leave for the entire pay period and is actively on the payroll for the pay period where the floating holiday is accrued. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the Appointing Authority or designee. The Appointing Authority or designee has the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis. The maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 112 hours at the end of calendar year 2010 shall be such employee's holiday leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the maximum holiday accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year, and shall never be increased. Effective pay period 14 of calendar year 2022, the maximum holiday leave accrual balance will increase to 120 hours. The maximum holiday leave balance that may be carried over to a future calendar year shall be 120 hours. However, employees with a grandfathered balance of more than 120 hours shall carry over their maximum grandfathered accrual balance.

Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the Appointing Authority or designee.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time.

When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

C. Conversion of Holiday Leave to Cash.

1. Election Conversion. An employee may sell back holiday time at the base hourly rate of the employee as hereinafter provided, upon approval of the Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of holiday time be contributed to the County’s section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

   In order to sell back holiday time prior to termination or retirement, an employee may exercise the following options:

   a. Option 1 - Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight (8) hours and may not exceed the annual amount to be accrued for the next calendar year. Once an election is made, the employee must request that the designated number of hours actually be sold back by Pay Period 25, or 26 when applicable, of the calendar year in which the election is effective, or the hours will automatically be converted into cash in the last pay period of the calendar year.

   b. Option 2 - Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of eight (8) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any holiday leave accruals in excess of the employee’s maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.

   Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

Section 7: Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the Appointing Authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering to serve on a Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury in the same manner as provided in section, "Special Leaves of Absence without Pay."

Section 8: Leave Accruals While on Disability Leave

Employees receiving the benefits of workers' compensation or short-term disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employee's time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount. An employee who knowingly receives payment in excess of his or her regular base salary is required to report it to his or her Departmental payroll clerk.

Employees who are fully integrating accrued leave time with disability benefit(s) shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report only.

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions.

Section 9: Medical Emergency Leave

The Medical Emergency Leave policy is administered by the Employee Benefits and Services Division as follows:

A. The employee must have regular status with CONFIRE or one (1) year of continuous service in a regular position with CONFIRE.

B. The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation:

   1. Be on an approved medical leave of absence for at least thirty (30) calendar days (160 working hours) exclusive of an absence due to a work related injury/illness;

   2. Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours);

   3. Have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and

   4. Have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

C. An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensations benefits. An employee eligible for State Disability Insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.

D. Vacation, holiday or administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of the donor's annual vacation, holiday, administrative leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by CONFIRE's Human Resources Division. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.

E. The donation is to be for the employee's Medical Emergency Leave only; the donation to one employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than 40 hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.

F. The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by CONFIRE's medical evaluator or medical designee, is required. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.

G. The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (e.g., MPS, DPS, Opt-out, and Waive amounts) per the minimum paid hours (i.e., paid status) per pay period requirement of the Medical and Dental Subsidy Section, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

H. An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.

I. Medical Emergency Leave hours will count toward the accountable hours used to determine holiday leave eligibility.

J. Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

K. Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

1. Employees who resign while on Medical Emergency leave (i.e., an approved leave of absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one-hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the beneficiary designated on the Beneficiary Designation For Last Warrant form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by CONFIRE.

2. An employee on Medical Emergency Leave who has received the approval of his/her physician and

CONFIRE's medical evaluator to return to full time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall only be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave Section; however, such hours shall not be eligible for conversion (e.g., cash out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by CONFIRE.

3. An employee on Medical Emergency Leave who has received the approval of his/her physician and CONFIRE's medical evaluator to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may code Medical Emergency Leave for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave, the employee is required to use those accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of other available leave accruals). For example, an employee who has returned to work on a part-time basis who has a balance of 10 hours of sick leave shall be required to use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.

L. The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

M. Solicitation of donors shall be regulated by CONFIRE's Human Resources Division, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

N. All donors and donees shall sign release forms designed, retained and effected by the Employee Benefits and Services Division.

Section 10: Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a CONFIRE employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

A. Definition. Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

B. Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

C. Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by CONFIRE for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Subsection (E) of this Section.

D. Full-Time Active Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from CONFIRE employment, except as provided in the Temporary Duty provision.

E. Compensation. This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (C) and (D) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

F. Extension of Benefits. CONFIRE recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001 and who are eligible to receive the thirty (30) calendar days military leave compensation, and are on an involuntary order as defined by Enclosure 4 of the Department of Defense Instruction 1215.06, shall receive the difference between their base CONFIRE salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for the period approved by the Board of Directors. During this period, CONFIRE will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement system contributions and service credit will be granted if the employee had enough pay to cover the entire retirement system contribution. If the employee does not receive enough pay to cover the retirement system contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full CONFIRE payment for the first 30 days of military leave provided in (E) of this Article, the extended payments provided under this Subsection shall be suspended and shall be continued after the 30 days compensation has been completed.

G. Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Subsection (C) of this Section. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Subsection (F) of this Section under the following conditions:

1. The employee must decline in writing the benefits of Subsection (F) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
2. The employee must use accrued leave time for the entire pay period (i.e., CONFIRE pay will not be integrated with military pay for partial pay periods).
3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Section will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 11: Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 13 of this Article.

Section 12: Sick Leave

A. Definition. Sick Leave with pay is an insurance or protection provided by CONFIRE to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, dental appointment, or for certain purposes related to being a victim of domestic violence, sexual assault, or stalking, or other purpose authorized herein.

1. Family Member. Family member, as defined by Labor Code § 245.5, is a parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling, or any person designated by the employee at the time the employee requests paid sick days. An employee shall not identify more than one “designated person” as a family member in a 12-month period from the first date of designation. A child means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, legal guardian of the employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child of the employee or the employee’s spouse or registered domestic partner. Domestic Partner is defined by Family Code § 297.
2. Extended Family. Extended family is defined as parent/sibling-in-law, aunt, uncle, niece, nephew, or any step relations as defined herein.

B. Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on pro-rata basis; provided, however, that there shall be no proration of the maximum accumulations.

C. Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay. The minimum charge against accumulated sick leave shall be (15) minutes.

D. Administration

1. Investigation. It shall be the responsibility and duty of each Appointing Authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the CONFIRE's Director of Human Resources or designee.

2. Notice of Sickness. In twenty-four (24) hour departments, the Appointing Authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the Appointing Authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

   It is the responsibility of the employee to keep the Appointing Authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.

   If the employee receives a doctor's off-work order and provides notice of same to the Appointing Authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the time-frame above.

E. Review. The CONFIRE's Director of Human Resources or designee may review and determine the justification of any request for sick leave with pay or without pay and may, in the interest of CONFIRE, require information from a doctor to support a claim for sick leave pay.

F. Proof. A doctor's certificate shall be provided by the employee in all cases of absence due to illness if requested by the Appointing Authority. All requests for proof of illness shall be made in compliance with the Labor Code and other law.

G. Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

H. Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave. A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon family members of the employee who require the attention of the employee.

   Upon approval of the Appointing Authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

2. Bereavement. A maximum of three days earned sick leave may be used per occurrence for bereavement due to the death of an employee's family member as defined in section 12.A.1, except for a person "designated" by the employee for sick leave purposes, and for any member of the employee's extended family as defined in section 12.A.2 , as defined herein, or any relative who resided with the employee.

3. Birth/Adoption. A maximum of forty (40) hours of earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his/her child.

4. Medical, optical or dental appointments. The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

I. Return-to-Work Medical Clearance

Under any of the following circumstances, all employees who have been off work due to an illness or injury will report to CONFIRE's medical evaluator before returning to work.

1. Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies both to occupational and non-occupational illness or injury.

2. Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

3. Employees who have been absent on account of serious medical condition, when so directed by Appointing Authority.

Employees are required to attend return-to-work medical appointments at CONFIRE's medical evaluator on their own time; however, mileage for attending such appointments eligible for reimbursement pursuant to the Expense Reimbursement provision.

It is the responsibility of the employee to obtain written notice from the medical provider of authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, CONFIRE shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to his or her Appointing Authority immediately upon receipt of the medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the CONFIRE's medical evaluator prior to the employee's return to work. The employee shall provide the medical provider's written notice of authorization to return to work to the medical evaluator at or prior to the employee's scheduled appointment time.

Exceptions to the above requirements may be made on a case-by-case basis by CONFIRE's medical evaluator or medical designee.

The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay caused by either the medical evaluator or CONFIRE that, in turn, results in a delay between the employee's appointment with the medical evluatorand the start of his or her scheduled tour of duty on the day that he or she was released to return to work, CONFIRE will pay for work hours missed, without charge to the employee's leave balances.

The final decision on the employee's ability to return to work rests with the medical provider at the medical evaluator. In the event the employee is not released to return to work by the medical provider at the medical evaluator, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

J. Workers' Compensation

Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.

Employees covered by Section 4850 of the Labor Code who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such "4850 time," said employee may use accumulated sick leave with pay with the approval of the Appointing Authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

K. Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in the Section Retirement Medical Trust Fund.

L. Sick Leave Conversion. While employed by CONFIRE, employees who have contributed to a public sector retirement(s) for over five (5) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of two hundred (200) hours for vacation time on the following basis.

Sick Leave Balance at Time of Conversion	Sick Leave to Vacation Leave Conversion Ratio
201 to 599 hours	3 sick hours to 1 hour vacation
600 to 799 hours	2.5 sick hours to 1 hour vacation
800 or more hours	2 sick hours to 1 hour vacation

Any such exchange must be made in ten (10) hour increments of accrued sick leave under the procedures established by the CONFIRE's Director of Human Resources. Employees may elect this exchange once per calendar year.

Section 13: Special Leaves of Absence Without Pay

A. General Provisions

A special leave of absence without pay may be granted to an employee who is:

1. Medically incapacitated to perform the duties of the position.
2. Desires to engage in a relevant course of study, which will enhance the employee's value to CONFIRE.
3. Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or provision under Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave Act.
4. For any reason considered appropriate by the Appointing Authority and the CONFIRE's Director of Human Resources or designee.

B. Type of Leave of Absences

There are four types of leaves of absences. All requests must be in writing and require the approval of the

Appointing Authority or designee and the CONFIRE's Director of Human Resources or designee. Upon request, the Appointing Authority or designee and the CONFIRE's Director of Human Resources or designee may grant successive leaves of absence.

1. Leave of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

2. Family Leave. Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provision under the Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

   An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in the Medical and Dental Subsidy Section of this Compensation Plan. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least 30 days before commencement, where possible.

   In instances where the leave is for the birth or placement of a child and both husband and wife are CONFIRE employees, both employees are limited to a total of 12 weeks between them.

3. Leave of absence without right to return.

   a. Definition. Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

   b. Benefits upon Rehire. An employee who is reemployed within 90 days after the expiration of the leave of absence without right to return shall retain the following benefits:

      - Hire date;
      - Hire date for purposes of leave accruals and step advances, except that the employee will not receive service credit for the period of time the employee is on leave of absence without right to return.

      To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of the leave of absence. The 90 days shall run concurrently with the first 90 days of the three-hundred sixty-five (365) day period provided in the Section on Reemployment.

   c. Rehire Process. An employee may be reemployed in the same CONFIRE classification from which the employee took the leave of absence with the approval of the Appointing Authority or designee. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions in the Personnel Rules for Board-Governed Special Districts/Fire District. The employee shall be required to serve a new probationary period. The CONFIRE's Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

4. Medical Leave of Absence.

a. Definition. A medical leave of absence up to one (1) year may be granted to employees with regular status who suffer from an illness or serious mental illness. Such leave of absence will only be granted after Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act (FEHA) have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that CONFIRE may fill behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the Division from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which CONFIRE has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

Section 14: Vacation Leave

A. Definition. Vacation is a right earned as a condition of employment to a leave of absence with pay for the recreation and wellbeing of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Appointing Authority.

B. Accumulation. Employees in regular positions scheduled to work eighty (80) hours per pay period shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has worked six (6) pay periods from the employee's hire date. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro- rata basis.

Length of Service from Hire Date	Annual Vacation Allowance
Hire Date through 8,320 service hours	80 Hours
Over 8,320 and through 18,720 service hours	120 Hours
Over 18,720 service hours	160 Hours

The maximum vacation leave accrual balance that may be carried over to a future calendar year shall be 480 hours. However, the maximum vacation accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 480 hours at the end of calendar year 2010 shall be such employee's vacation leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the maximum vacation accrual balance for those employees with a balance greater than 480 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.

C. Administration

1. Vacation periods should be taken annually with the approval of a CONFIRE supervisor/manager at such time as will not impair the work schedule or efficiency of CONFIRE but with consideration given to the well-

being of the employee.

2. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.

3. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

4. Employees not planning to return to CONFIRE employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave.

D. Prior Service. New employees hired into CONFIRE in regular positions who have been employed by the private sector or a public jurisdiction in a comparable position or a position which has prepared such employees for an assignment to a position in the Exempt Group may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the CONFIRE's Director of Human Resources or designee. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee's hire date.

E. Conversion of Vacation Leave.

1. Elective Conversion. An employee may sell back vacation time at the base hourly rate of pay of the employee as hereinafter provided, upon approval of the CONFIRE Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of vacation leave be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

   In order to sell back vacation time prior to termination or retirement, an employee may exercise the following options:

   a. Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation leave accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining in the last pay period of the calendar year will automatically be converted into cash in the last pay period of the calendar year.

   b. Option 2 – Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any vacation leave accruals in excess of the employee's maximum vacation leave accrual balance converted to cash. Such automatic vacation leave cash out shall be paid in Pay Period 1 of the next calendar year.

   At termination of employment, all existing vacation leave accruals shall be converted to cash and paid to the employee.

Section 15: Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen outside of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to CONFIRE. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

ARTICLE 8: TUITION REIMBURSEMENT AND MEMBERSHIP DUES

CONFIRE shall establish an individual, departmental fund in the amount of $1,000 for each fiscal year for each regular employee in the Exempt Group to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), providing each expenditure enhances furtherance of CONFIRE or continuing education goals. Requests for reimbursement must be approved in advance by the Appointing Authority and shall not be paid in increments less than $10.00 per fiscal year. The individual department fund is in addition to department budgeted and mandated training and memberships.

Employees who successfully complete job-related education or courses may submit a request to be reimbursed beyond the limit of $1,000 to their Appointing Authority for review. The Appointing Authority must then request and receive approval from CONFIRE's Executive Director to reimburse beyond the limit of $1,000 per fiscal year per employee. In order to be eligible for tuition reimbursement under this provision, the employee must take such course work outside regular work hours, and shall do no productive work for CONFIRE while attending the courses.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

If reimbursement is approved and paid to the employee, and the employee leaves	Reimbursement
Within 9 months	100%
After 9 months, until 18 months	50%
After 18 months, until 24 months	25%
After 24 months	0%

Benefits under this Tuition Reimbursement and Membership Dues Article shall be pro-rated for job share and part-time employees.

ARTICLE 9: VOLUNTARY TIME OFF

The Voluntary Time Off (VTO) Program is intended to provide Exempt employees a means of taking unpaid time off work (i.e., non-compensated), without losing benefits (e.g., Medical Premium Subsidy, Dental Premium Subsidy, Opt-out/Waive amount, Vision Care, Retirement Medical Trust employer contribution, and Life Insurance) which depend on the employee being in a paid status. The following conditions apply:

A. VTO may be taken in the same manner as vacation time except that VTO must be used in one-hour increments and is limited to 80 hours per calendar year.

B. When VTO is taken, leave accruals continue as if the employee was on paid time. VTO time counts toward satisfying the minimum hour requirement to receive benefits, such as Medical Premium Subsidy, Dental

Premium Subsidy, Opt-out/Waive amount, CONFIRE-paid Life Insurance, and CONFIRE-paid Vision Care.

C. VTO does not count as hours worked for purposes of computing overtime, if applicable. Contributions to the retirement system under the Retirement System Contributions section will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period.

   Pursuant to applicable law, Tier 1 system members are eligible for full service credit for the pay period in which VTO is used and the employer contribution would be based on the employees' normal compensation earnable.

   Pursuant to applicable law, Tier 2 members are eligible for a reduced service credit amount for the pay period in which VTO was used and the employer contribution would be based on the employees' actual earnings for that pay period.

D. VTO may not be used for situations that would otherwise require leave without pay, such as an employee on short-term disability, or in conjunction with leave without pay.

E. VTO is an entirely voluntary program. No employee may be required to take VTO.

F. VTO may be taken by request of the employee and upon approval of the appointing authority.

ARTICLE 10: DEFINITIONS

The following definitions apply to the terms used in the Plan unless another definition is specified.

Appointing Authority – Refers to the department head of CONFIRE. It also includes any person who is designated as acting department head, employees acting for the department head during the absence of the department head, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

Base Rate of Pay or Base Hourly Rate – The employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix B).

Base Biweekly Salary or Biweekly Base Salary – Employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period. Base hours paid does not include time without pay or disability payments such as Short-Term Disability or workers' compensation.

Calendar Year – Refers to pay period 1 through 26, or 27 when applicable, of the same year.

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

Director of Human Resources – Refers to the incumbent in the Director of Human Resources position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during the absence of the Director of Human Resources, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Fiscal Year – Ordinarily refers to pay period 15 of one year through pay period 14 of the following year.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, paid time off (PTO), sick, holiday, or compensatory time. It does not include unpaid hours or disability payments (excluding Labor Code 4850 time) such as Short Term Disability or workers compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Regular Position – Refers to a position authorized by the Board of Directors that may be budgeted at either a full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status - Refers to the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position, as applicable.

Service Hours – Refers to paid hours from an employee's most recent date of hire in a regular position and during an employee's regular tour of duty, up to eighty (80) hours per pay period. Time without pay, disability payments (excluding Labor Code 4850 time), Medical Emergency Leave and overtime hours do not count as service hours.

CONFIRE/County Service or Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from CONFIRE or County employment.

ARTICLE 11: PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by CONFIRE, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars ($25.00) or less, the overpayment will be recovered in one (1) pay period. The Auditor-Controller/Treasurer/Tax Collector's Office or Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the CONFIRE payroll section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the Human Resources Division Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leave employment prior to repayment of overage the Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

In situations involving underpayment to an employee by CONFIRE, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the Appointing Authority/CONFIRE's Human Resources Director or designee..

In those situations where the employee has been underpaid by seven and one- half percent (7½ %) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand payment to correct the error. The CONFIRE payroll section shall complete the request for on-demand pay adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller/Treasurer/Tax Collector's Office within one (1) working day of receipt of the employee's request. The Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt for the on-demand pay from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

The CONFIRE's Human Resources Director or designee must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

APPENDIX A: SALARY AND BENEFIT GROUPS

Job Code	Classification	Benefit Group	Salary Range
44799	Administrative Assistant	D	E28D
60005	Clerk of the Board	C	E56C
40000	Communications Director	B	E66B
	Contract and Grants Manager	C	E55C
	Cultural Officer	C	E55C
60001	Deputy Executive Director	B	E76B
	ECC Chief	C	E61C
	ECNS Director	B	E66B
	EMS and Transport Director	B	E66B
60006	Executive Assistant	D	E43D
60000	Executive Director	B	E85B
60002	Finance Administration Director	C	E72C
60003	Finance Manager	C	E55C
60007	HR Generalist	D	E43D
	Health and Wellness Director	B	E66B
	Human Resources Manager	C	E70C
	Logistics Manager	C	E55C
46404	Management Analyst	D	E49D
60004	MIS Director	B	E66B
40219	MIS Manager	C	E59C
	Professional Standards Manager	C	E55C
	Risk Manager	C	E55C

APPENDIX "C"
DEPUTY EXECUTIVE DIRECTOR
JOSEPH BARNA

JOB DESCRIPTION AND MINIMUM QUALIFICATIONS

CLASSIFICATION:
DEPUTY EXECUTIVE DIRECTOR

Deputy Executive Director

Job Code #: 60001

Salary Range: E76B

Job Description:

Under administrative direction of the Executive Director, plans, organizes, directs, and oversees assigned functions of CONFIRE, JPA, which may include operations, administrative services, and business operations.

This position provides executive-level leadership to ensure effective, efficient, and coordinated service delivery within assigned functional areas and across the organization. Responsibilities include safeguarding operational performance fiscal accountability, regulatory compliancy, and alignment with CONFIRE JPA's strategic goals and Board direction. Performs related duties as assigned.

Distinguishing Characteristics:

The Director of Operations is an executive management classification responsible for the overall administration and performance of CONFIRE, JPA. Incumbents may be assigned responsibility for one or more major functional areas, including Operations, Administration, or Business Operations. Assignments may be changed or realigned at the discretion of the Executive Director.

As a key member of the Executive Management Team, the incumbent provides strategic leadership, policy direction, and executive oversight within assigned areas and collaborates with other executive staff to ensure organizational alignment and performance.

This classification differs from lower-level operational management positions by its responsibility for agency-wide policy implementation, resource management, regulatory compliance, and executive decision-making authority. The Deputy Executive Director is granted broad discretion in carrying out assignments consistent with policies established by the Executive Director, the Board of Directors, and the Administrative Committee.

This classification may act on behalf of the Executive Director in their absence, as assigned.

Example of Duties:

Duties may include, but are not limited to:

General Executive Leadership (All Assignments)

1. Direct, plan, organize, and evaluate assigned functions, programs, and services within CONFIRE JPA.
2. Develop and implement operational goals, objectives, policies, procedures, and performance metrics aligned with CONFIRE JPA's mission and strategic plan.
3. Provide executive oversight to ensure coordination and alignment across divisions and functional areas.
4. Advise the Executive Director on operational, administrative, fiscal, and organizational matters.
5. Participate as a member of the Executive Management Team in agency-wide planning, policy development, and decision-making.
6. Direct or oversee the preparation and administration of assigned division or program budgets; monitor expenditures; forecast staffing, equipment, and technology needs; and ensure fiscal accountability.

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Operations (if assigned)

1. Oversee emergency communications operations, including 911 call processing, fire and EMS dispatch services, and related coordination functions.
2. Provide executive oversight of the EMS Division, including system coordination with the subcontracted ground ambulance provider responsible for Priority Ambulance services.
3. Oversee the Emergency Nurse Communication System (ECNS) program, including coordination with hospitals, EMS providers, and field personnel to support patient destination decisions, hospital communication, and system throughput.
4. Ensure system performance across dispatch, ambulance, and fire response interfaces, including service delivery standards, coordination, and operational effectiveness.
5. Monitor contractual compliance and performance of EMS service providers in coordination with Finance and Administration.
6. Ensure compliance with applicable public safety regulations, standards, and operational requirements.
7. Lead operational continuity planning, emergency management coordination, and disaster response readiness efforts.
8. Oversee vendor contracts and service agreements related to communications systems, dispatch platforms, radio infrastructure, and operational technologies.

Administration (if assigned)

1. Oversee administrative functions including Human Resources, Risk Management, Management Information Systems (MIS), and Organizational Health and Wellness programs.
2. Oversee labor relations activities, including contract administration, grievance response, and coordination with legal counsel.
3. Direct organizational development initiatives, including workforce planning, leadership alignment, employee engagement, and culture development.
4. Oversee development and implementation of agency policies, procedures, and administrative systems.
5. Ensure effective coordination of internal support services impacting agency-wide operations.

Business Operations (if assigned)

1. Oversee fiscal operations including budgeting, financial planning, reporting, and audit coordination.
2. Direct preparation and administration of the agency budget; monitor expenditures and ensure fiscal accountability.
3. Oversee contracts, grants, and procurement functions, including vendor agreements and compliance with applicable requirements.
4. Oversee logistics functions including facilities, equipment, fleet coordination, and capital asset management.
5. Ensure long-term financial sustainability through forecasting, revenue analysis, and expenditure control.
6. Monitor contractual performance and financial impacts of service agreements, including EMS system contracts.

Interagency/Governance (All Assignments)

1. Collaborate with member agencies, fire chiefs, EMS administrators, law enforcement partners, and other stakeholders.
2. Prepare and present reports, analyses, and recommendations to the Executive Director and CONFIRE JPA Board.

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3. Represent CONFIRE JPA in regional committees, professional organizations, and interagency meetings.

Organizational Performance (All Assignments)

1. Promote a culture of professionalism, accountability, customer service, and continuous improvement.
2. Lead or support initiatives to improve service delivery, efficiency, and organizational effectiveness.
3. Represent CONFIRE JPA in regional committees, professional organizations, and interagency meetings.
4. Provide executive oversight for quality assurance programs, training coordination, performance improvement initiatives, and corrective action processes.

Other Duties (All Assignments)

1. Provide vacation or temporary relief as required.
2. Perform other related duties as assigned.

Minimum Qualifications:

Candidates must meet all the following requirements:

Education: bachelor's degree in public administration, business administration, communications, or a closely related field

-AND-

Experience: Eight (8) years of progressively responsible experience in public safety communications, emergency services operations, public financial management, public administration, or a closely related field, including at least four (4) years in a senior management or executive-level role.

Desired Qualifications*:*

- *Executive leadership and strategic direction in a high-reliability organization.*
- *Experience in one or more of the following areas: public safety operations, administration, or business operations.*
- *Knowledge of emergency communications systems or public safety operations*
- *Strong background in public sector budgeting and financial management*
- *Experience in labor relations and contract administration*
- *Experience analyzing operational data and implementing continuous improvement initiatives.*
- *Strong communication skills with diverse audiences, including elected officials, executives, labor representatives, and operational staff.*
- *Demonstrated sound judgment and discretion in high-impact decision-making.*
- *Experience developing and managing multiple fund operational budgets.*
- *Ability to build and maintain effective relationships with member agencies and external partners.*
- *Leadership in organizational change and system integration.*
- *Ability to manage competing priorities in a 24/7 operational environment*
- *Experience negotiating and administering contracts and service agreements.*

Representation unit:

Exempt

Salary Range:

E76B – Benefit Group B

Updated 2/24/2026 NL

STAFF REPORT

DATE: **August 25, 2026**

FROM: **Nathan Cooke, Executive Director**

TO: **CONFIRE Administrative Committee**

SUBJECT: Deputy Executive Director Contract – Damian Parsons

Recommendation

Accept and file the Deputy Executive Director contract for Damian Parsons.

Background Information

Damian Parsons has served as the Finance/Admin Director for CONFIRE for the past few years. In that period, Parsons has done a great job in leading the CONFIRE Finance and Admin Divisions and has provided high-level executive leadership to the County Ground Ambulance Implementation team.

Parsons brings decades of executive level leadership experience in local government finance, as well as business operations support.

The CONFIRE Board of Directors recently approved the reorganization of CONFIRE, adding (3) Deputy Executive Director positions and eliminating the Finance/Admin Director position.

As a result of the reorganization and due to Parson's experience and overall performance at CONFIRE, he was appointed to the Deputy Executive Director position on July 25, 2026, by the Executive Director and a contract for 5 years has been executed.

Financial Impact

Salary and benefits provided for in the Contract are already included in the 2026/2027 budget.

- Placement at Salary Range E76B, Step 16: $275,329.60; and
- Other benefits provided pursuant to the Exempt Compensation Plan

Attachments

Deputy Executive Director Contract
Exempt Compensation Plan

EMPLOYMENT CONTRACT
between
CONSOLIDATED FIRE AGENCIES
and
DAMIAN PARSONS
(Deputy Executive Director)

This is the Employment Contract ("Contract") by and between the Consolidated Fire Agencies ("CONFIRE") and Damian Parsons to serve as Deputy Executive Director ("Deputy Executive Director").

In return for the consideration and other promises set forth below, the Executive Director and Deputy Executive Director agree as follows:

I. TERM, COMPENSATION AND OTHER BENEFITS

A. Term

This Contract shall commence on July 25, 2026 and shall continue in full force and shall expire at the close of business on July 24, 2031, unless:

1. Extended by the Executive Director in accordance with Article VI, below; or

2. Terminated by either party in accordance with Article VII, below.

B. Compensation and Benefits

1. Deputy Executive Director shall receive compensation and other benefits as set forth in Appendix A, and more specifically in Appendix B, CONFIRE Exempt Compensation Plan, placed on Salary Range E76B, Benefit Group B.

2. Deputy Executive Director shall be entitled to any Compensation increase or benefit change included in any newly adopted CONFIRE Exempt Compensation Plan.

3. In the event that Contract Number 23-1282 with San Bernardino County is canceled or terminated by San Bernardino County, the Parties shall reach a mutual agreement regarding Compensation and Benefits for the balance of the Term of this Contract.

II. PROFESSIONAL DUTIES AND RESPONSIBILITIES

A. Full Service

Deputy Executive Director shall be required to render twelve (12) months of full and regular service to CONFIRE during each annual period covered by this Contract.

Deputy Executive Director shall also be available and capable of immediate response to emergency, disaster, or critical systems events, including outside of normal business hours, weekends, and holidays.

B. Chief Officer

1. The position of Deputy Executive Director is a chief officer position. Deputy Executive Director is an exempt employee and is not covered by the Fair Labor Standards Act.

2. Deputy Executive Director shall report to, and serve at the direction of, the Executive Director.

C. Duties and Responsibilities

1. Duties and responsibilities shall be as set forth in the prevailing job description for Deputy Executive Director. The job description may be revised from time to time by CONFIRE with input from the Deputy Executive Director and final approval of the Administrative Committee, as deemed necessary for the effective and efficient operations of CONFIRE. A copy of the current job description is attached as Appendix C.

2. Deputy Executive Director shall:

   a. Perform all duties that are prescribed by the laws of the State of California, and the Board and Administrative Committee Policies, and CONFIRE Policies.

   b. Carry out all lawful directions of the Executive Director.

III. PROFESSIONAL GROWTH

A. Professional Growth Activities

CONFIRE encourages the continuing professional growth of the Deputy Executive Director through participation in:

1. The operations, programs, and other activities conducted or sponsored by local, state, and national associations related to fire and emergency dispatch communications centers;

2. Seminars and courses offered by public or private educational institutions which would serve to improve the capacity of Deputy Executive Director to perform professional responsibilities for CONFIRE; and

3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Deputy Executive Director to perform professional responsibilities for CONFIRE.

B. Notice to the Executive Director

1. Deputy Executive Director shall update the Executive Director on a regular basis concerning any planned and/or completed activities.

2. Deputy Executive Director shall receive advance approval for attendance at Professional Growth Activities from the Executive Director.

IV. EXPENSE REIMBURSEMENT

Deputy Executive Director shall be reimbursed for expenses as set forth in Appendix B, CONFIRE Exempt Compensation Plan, Article 6: Expense Reimbursement.

V. GOALS AND OBJECTIVES

Within sixty (60) days of execution of this Contract, and no later than January 31 of each subsequent fiscal year that Deputy Executive Director performs services under this Contract, Deputy Executive Director shall submit in writing, to the Executive Director, annual goals and objectives for the upcoming fiscal year. The goals and objectives shall be:

- Reviewed, revised, and approved by the Executive Director.
- Reduced to writing and shall be among the criteria by which Deputy Executive Director is evaluated as hereafter provided.

VI. EVALUATION

A. The Executive Director shall evaluate, in writing, the performance of Deputy Executive Director at least once during each year that Deputy Executive Director performs services under this Contract ("Yearly Evaluation"). The timeline for the Yearly Evaluation shall be set by the Executive Director after consultation with Deputy Executive Director.

B. Evaluation of Deputy Executive Director shall be related to the duties and responsibilities of Deputy Executive Director as set forth in Article II, the goals and objectives established by the Executive Director and Deputy Executive Director as set forth in Article V, Appendix B (Job Description), and any applicable law and Policy (CONFIRE adopted Board Policies or Administrative Committee Policies).

C. The Evaluation shall assess both overall performance and specific criteria, in accordance with the timeline set pursuant to Article VI, Paragraph A, above.

D. A copy of the final written Yearly Evaluation shall be delivered to the Deputy Executive Director, and the Deputy Executive Director shall have the right to submit a written response in accordance with the timeline set by the Executive Director pursuant to Article VI, Paragraph A, above.

E. If the Executive Director determines that the performance of Deputy Executive Director is satisfactory or better, the Executive Director will consider a one-year extension of this contract (not to exceed a five-year term) and an increase in Base Salary.

F. If the Executive Director determines that the performance of Deputy Executive Director is unsatisfactory in any respect, the final written Yearly Evaluation shall describe such unsatisfactory performance in reasonable detail. The Yearly Evaluation shall include recommendations for improvement in those areas where the Executive Director deems performance to be unsatisfactory and may include recommendations for improvement in other instances where the Deputy Executive Director deems such to be appropriate.

G. Additional evaluations, if deemed appropriate by the Executive Director, may be performed at any time.

VII. TERMINATION OF CONTRACT

This Contract may be terminated by any of the following actions:

A. **Termination By the Executive Director (Cause Not Required)**

1. Deputy Executive Director is an ***at-will employee*** of CONFIRE.

2. As such, the employment of Deputy Executive Director may be terminated at any time and for no cause whatsoever by the Executive Director. If this option is exercised, the Executive Director shall provide Deputy Executive Director with written notice of termination. The effective date of termination shall be specified in the written notice of termination. ***The decision shall be final.***

   a. Any decision to terminate without cause shall be made by the Executive Director.

3. If the Contract is terminated pursuant to Article VII.A., Deputy Executive Director shall be entitled to salary and benefits identified in the Exempt Compensation Plan.

4. Deputy Executive Director's entitlement to any benefits set forth in Article VII shall be contingent upon executing a standard mutual release of claims.

B. <u>Resignation or Retirement of Deputy Executive Director</u>

This Contract shall be terminated upon the resignation or retirement of Deputy Executive Director. Except in extraordinary circumstances, Deputy Executive Director shall give CONFIRE at least ninety (90) calendar days' advance written notice of resignation or retirement.

1. Deputy Executive Director may resign for Good Reason and receive the same severance benefits provided for termination without cause. Good reasons may include:

    a. Reduction in salary
    b. Reduction in authority
    c. Removal of significant responsibilities
    d. Elimination of reporting authority
    e. Required relocation
    f. Material breach of the agreement by CONFIRE

C. <u>Termination for Cause</u>

Nothing in this Article VII.C. alters Deputy Executive Director's ***at-will employee*** status:

1. Discharge for cause shall be defined as conduct which is seriously prejudicial to CONFIRE, and established by clear and convincing evidence including but not limited to:

    a. material breach of Contract that remains uncured after written notice;
    b. conviction of a felony or crime involving fraud, dishonesty, or moral turpitude;
    c. intentional, willful, and material misconduct directly related to the Deputy Executive Director position that causes demonstrable harm to CONFIRE;
    d. theft or misappropriation of CONFIRE property;
    e. gross negligence (intentional or reckless conduct demonstrating a conscious disregard for the interests of CONFIRE) or willful violation of any lawful rule, regulation, ordinance or statute in the performance of duties.

2. Any decision to terminate with cause shall be made by the Executive Director.

3. Upon request by Deputy Executive Director, the Executive Director shall serve upon Deputy Executive Director a reasonably detailed statement of charges. Deputy Executive Director shall provide notice of the request for statement of charges to the Executive Director within ten (10) days of the service of the notice of termination.

4. Upon request, Deputy Executive Director will be afforded an opportunity for a hearing before the Administrative Committee, which shall include the right to be represented by counsel, the right to record the hearing, and the right to call witnesses. Deputy Executive Director shall provide notice of the request for hearing pursuant to this Article to the Administrative Committee within thirty (30) days of the service of notice of termination. If Deputy Executive Director chooses to be accompanied by legal counsel at such hearing, Deputy Executive Director shall bear any costs therein involved. Deputy Executive Director shall be provided a written decision describing the results of the hearing. The decision of the Administrative Committee shall be final.

5. In appropriate circumstances, progressive discipline may be utilized by the Executive Director in lieu of discharge for cause. Such use is, however, at the sole discretion of the Executive Director.

D. <u>Confidential Information</u>

Upon termination of this Contract, Deputy Executive Director shall continue to maintain the confidentiality of all confidential and proprietary information of CONFIRE, and shall continue to be bound by and comply with CONFIRE's Board and Administrative Committee Policies regarding Security of Confidential/Privileged Information. Deputy Executive Director shall return all CONFIRE property and confidential and proprietary information in his possession on or before the date of termination of this Contract. CONFIRE property and confidential and proprietary information includes but is not limited to: CONFIRE files, notes, records, computer-recorded information, and other tangible materials of any kind which contain or embody any proprietary or confidential material of CONFIRE, or any third-party confidential material obtained while employed by CONFIRE.

E. <u>Non-Disparagement</u>

Upon termination of this Contract, Deputy Executive Director shall not knowingly make any false, misleading, or defamatory statement, whether written, oral, or electronic, that is intended to disparage or harm the reputation of CONFIRE, its Board of Directors, Administrative Committee, officers, employees, programs, services, or operations.

Likewise, CONFIRE, acting through its Executive Director, Board of Directors, or Administrative Committee members in their official capacities, shall not knowingly make any false, misleading, or defamatory statement concerning Deputy Executive Director that is intended to disparage or harm Deputy Executive Director's professional reputation.

Nothing in this Article VII.E. shall prohibit any party from:

1. Providing truthful testimony, information, or documents in response to a subpoena, court order, administrative proceeding, audit, or lawful governmental inquiry;
2. Making disclosures required by law, including obligations under the Government Code, or other applicable laws;
3. Communicating factual information necessary to carry out official CONFIRE business;
4. Making statements in connection with employment references that are truthful and made in good faith; or
5. Exercising rights protected by federal or state law.

For purposes of this section, "disparage" does not include good-faith performance evaluations, disciplinary actions, personnel decisions, or statements made by Board of Directors or Administrative Committee members during duly noticed public meetings that are required by law or are reasonably related to matters within their official jurisdiction.

VIII. GENERAL PROVISIONS

A. <u>Full and Complete Contract</u>

This Contract is the full and complete contract between CONFIRE and Deputy Executive Director and supersedes all prior negotiations, representations, or agreements, either written or oral. It can be changed or modified only by an agreement in writing, signed by Deputy Executive Director.

B. <u>Subject to Applicable Laws and Policies of the Board of Directors and Administrative Committee</u>

Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules and Policies of the Board of Directors and Administrative Committee. Said laws, rules, and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

C. <u>Severance Clause</u>

Should any provision of this Contract be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, unless to do so would frustrate the intent and purpose of this Contract.

Said illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Contract.

D. Venue and Governing Law

Any action arising out of this Contract shall be brought in San Bernardino County, California, regardless of where else venue may lie. This Contract shall be governed by and construed in accordance with the laws of the State of California.

E. Negotiated Agreement

CONFIRE and Deputy Executive Director acknowledge and agree that the terms and provisions of this Contract have been negotiated and discussed between them, and that this Contract reflects their mutual agreement regarding the subject matter of this Contract. Because of the nature of such negotiations and discussions, neither party shall be deemed to be the drafter of this Contract, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Contract.

In the event that any language in this Contract conflicts with any provision of Appendix B, CONFIRE's Exempt Compensation Plan, this Contract shall prevail.

F. Legal Defense and Indemnification

As the Deputy Executive Director for CONFIRE, Deputy Executive Director will make decisions involving contracts, personnel, procurement, labor, and emergency operations. As such, CONFIRE agrees to defend and indemnify Deputy Executive Director for any and all official actions taken or made within the scope of employment during the period of this agreement. CONFIRE also agrees to pay for all legal and attorney fees pertaining to the defense and indemnification accordingly irrespective if Deputy Executive Director is still employee of CONFIRE or not.

G. Attorney's Fees

The prevailing party in any action arising under this agreement shall be entitled to recover reasonable attorney's fees and costs.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

EXECUTIVE DIRECTOR OF THE CONSOLIDATED FIRE AGENCIES

____________________________ 07/23/2026__________________
Executive Director Date

ACCEPTANCE:

I hereby accept the terms of this Contract of Employment and agree to fulfill all of the duties of Deputy Executive Director for the CONSOLIDATED FIRE AGENCIES ("CONFIRE")

Damian Parsons July 23, 2026
Damian Parsons Date

APPENDIX "A"
DEPUTY EXECUTIVE DIRECTOR
DAMIAN PARSONS

COMPENSATION AND OTHER BENEFITS

1. COMPENSATION

A. Base Salary

Deputy Executive Director shall be placed on Salary Range E76B, Step 16 of the CONFIRE Exempt Employee Compensation Salary Schedule.

1. Effective June 25, 2026, Deputy Executive Director shall be paid $275,329.60 annually, paid monthly in the amount of $22,944.13.

Annual	Monthly
$275,329.60	$22,944.13

2. Effective February 20, 2027, Deputy Executive Director's Base Salary shall be increased by three percent (3%), paid as follows:

Annual	Monthly
$283,589.49	$23,632.46

3. Effective February 19, 2028, Deputy Executive Director's Base Salary shall be increased by three percent (3%), paid as follows:

Annual	Monthly
$292,097.17	$24,342.43

4. Deputy Executive Director's Base Salary may also be increased as set forth in Article VI, above, or in accordance with future increase(s) provided in any updated Exempt Compensation Plan during the Term of this Contract.

B. Additional Compensation

Deputy Executive Director shall receive all other additional compensation in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 3: Compensation.

2. BENEFITS

Deputy Executive Director shall receive all Benefits set forth in Appendix B, CONFIRE Exempt Compensation Plan, Article 2: Benefits, which includes but is not limited to:

- Medical and Dental Coverage
- Retirement Medical Trust Fund
- Retirement System Contributions

At Deputy Executive Director's option, he may choose to utilize modified benefit options in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 4: Modified Benefit Option.

3. LEAVE

Deputy Executive Director shall be entitled to all leave in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 7: Leave Provisions.

4. TRANSPORTATION

A. Vehicle

In recognition of Deputy Executive Director's role as Deputy Executive Director and the requirement to remain available on an on-call basis at all times in the event of significant emergencies, disasters, or critical operational incidents, CONFIRE shall provide Deputy Executive Director with an agency-owned vehicle.

The CONFIRE vehicle shall be assigned to Deputy Executive Director as a take-home vehicle and shall be deemed Deputy Executive Director's primary vehicle for use at all times, including during and outside of normal business hours. Deputy Executive Director is authorized to use the agency vehicle for:

- All work-related purposes;
- Responding to emergency or disaster events at any time; and
- Reasonable personal use incidental to Deputy Executive Director's on-call status and operational readiness.

Deputy Executive Director shall not be required to maintain a separate personal vehicle for availability or response purposes as a condition of employment.

Unless authorized in writing, Deputy Executive Director shall return the vehicle within five (5) business days of the Termination of this Contract.

B. Insurance and Maintenance

CONFIRE shall be responsible for all reasonable costs associated with the vehicle, including but not limited to fuel, insurance, registration, routine maintenance, repairs, and emergency roadside assistance.

Deputy Executive Director shall not be personally responsible for ordinary wear and tear or mechanical failure occurring during authorized use.

5. EMPLOYMENT PROVISIONS

Deputy Executive Director shall be entitled to all employment provisions set forth in Appendix B, CONFIRE's Exempt Compensation Plan, Article 5: Employment Provisions.

APPENDIX "B"
DEPUTY EXECUTIVE DIRECTOR
DAMIAN PARSONS

CONFIRE's Exempt Compensation Plan

APPENDIX "C"
DEPUTY EXECUTIVE DIRECTOR
DAMIAN PARSONS

JOB DESCRIPTION AND MINIMUM QUALIFICATIONS

CLASSIFICATION:
DEPUTY EXECUTIVE DIRECTOR

STAFF REPORT

DATE: August 25, 2026

FROM: Nathan Cooke, Executive Director
BY: Damian Parsons, Deputy Executive Director
Erika Torres-Murillo, Staff Analyst II
TO: CONFIRE Administrative Committee

SUBJECT: Amendment No.1 to Non-Financial Agreement – San Bernardino County Fire Protection District – EMS Services

Recommendation

Approve amendment No. 1 to Non-Financial Aid Agreement No. 25-653 with the San Bernardino County Fire Protection District (SBCFPD) for continued supplemental and as-requested pre-hospital emergency medical services to the High Desert Region of San Bernardino County, extending the term for one additional year, for a total contract period of August 19, 2025, through August 18, 2027.

Background Information

On August 19, 2025, CONFIRE entered into an Agreement with SBCFPD (Non-Financial Aid Agreement No. 25-653) to provide supplemental and as-requested pre-hospital emergency medical services to the High Desert Region of San Bernardino County for the period of August 19, 2025, through August 18, 2026.

CONFIRE and SBCFPD wish to continue the Agreement in order to address the increased emergency medical service call volume and limited ambulance resources in the High Desert Region. Approval of the recommended Amendment will extend the Agreement for one additional year, for a total contract period of August 19, 2025, through August 18, 2027.

All other terms of the Agreement remain unchanged.

Financial Impact

There is no fiscal impact associated with the approval of this Amendment.

Attachments

- Amendment No.1 to Non-Financial Aid Agreement

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

25-653 A-1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	Dan Munsey
Telephone Number	(909) 387-5779
Contractor	Consolidated Fire Agencies Joint Powers Authority
Contractor Representative	
Telephone Number	
Contract Term	August 19, 2025, through August 18, 2027
Original Contract Amount	
Amendment Amount	Non-financial
Total Contract Amount	
Cost Center	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS*:*

This is Amendment No. 1 to Non-Financial Aid Agreement No. 25-653 (Agreement) between the San Bernardino County Fire Protection District (SBCFPD) and the Consolidated Fire Agencies Joint Powers Authority (CONFIRE) for the provision of supplemental and as-requested pre-hospital emergency medical services within the High Desert Region of San Bernardino County.

SBCFPD and CONFIRE agree to amend the Agreement as follows:

1. The Term of Agreement section is DELETED and REPLACED with the following:

   TERM OF AGREEMENT
   This Agreement is effective from August 19, 2025, through August 18, 2027, unless terminated in accordance with the provisions herein.

   Either party may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least ninety (90) days after the date of such notice

All other terms of Agreement shall remain in full force and effect.

This Amendment No. 1 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement.

parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by fac PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, Amendment No. 1 has been executed and approved and is effective and operative as to each of the parties are herein provided.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Dawn Rowe, Chair, Board of Directors

Dated: ______________________

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Lynna Monell, Secretary

By ______________________
Deputy

Consolidated Fire Agencies Joint Powers Authority
(Print or type name of corporation, company, contractor, etc.)

By ► ______________________
(Authorized signature - sign in blue ink)

Name ______________________
(Print or type name of person signing contract)

Title ______________________
(Print or Type)

Dated: ______________________

Address ______________________

____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Aaron Gest, Deputy County Counsel		
Date	Date	Date

CONFIRE

STAFF REPORT

DATE: August 25, 2026

FROM: Lindsay Moore, General Counsel
Dan Harker, Administrative Committee Chairperson

TO: CONFIRE Administrative Committee

SUBJECT: Executive Director Contract – Nathan Cooke

Recommendation

Approve the Executive Director Contract with Nathan Cooke, with an effective date of July 25, 2026, and placement at Salary Range E85B for a five-year term.

Background Information

The Administrative Committee established a sub-committee to negotiate the Executive Director Contract with Nathan Cooke. The sub-committee, Chair Chief Harker and Vice Chair Chief Sessler, completed their negotiation with Nathan Cooke. Together with legal counsel, Chiefs Harker and Sessler presented an employment contract to the Administrative Committee in Closed Session during the July 21, 2026, meeting.

As reported out from Closed Session, the Administrative Committee "approved the hiring of Nathan Cooke as the Executive Director, with a July 25, 2026, effective date" and requested that legal counsel make two final revisions to the Executive Director Contract and bring the Executive Director Contract back to the Administrative Committee for approval in Open Session.

The revisions were made as requested by the Administrative Committee and accepted by Nathan Cooke. As such, the recommendation is that the Administrative Committee approve the Executive Director Contract for Nathan Cooke. This updated agreement was also reviewed and approved by the CONFIRE Board of Directors Chairperson, Lynne Kennedy.

Financial Impact

Salary and benefits provided for in the Contract are already included in the 2026/2027 budget.

- Placement at Salary Range E85B, Step 16: $340,891.20; and

- Other benefits provided pursuant to the Exempt Compensation Plan

Attachments

Executive Director Contract
Exempt Compensation Plan

EMPLOYMENT CONTRACT
between
CONSOLIDATED FIRE AGENCIES
and
NATHAN COOKE
(Executive Director)

This is the Employment Contract ("Contract") by and between the Consolidate Fire Agencies ("CONFIRE") and Nathan Cooke to serve as Executive Director ("Cooke").

In return for the consideration and other promises set forth below, the Administrative Committee and Director agree as follows:

I. TERM, COMPENSATION AND OTHER BENEFITS

A. Term

This Contract shall commence on July 25, 2026 and shall continue in full force and shall expire at the close of business on July 24, 2031, unless:

1. Extended by the Administrative Committee in accordance with Article VI., below; or

2. Terminated by either party in accordance with Article VII., below.

B. Compensation and Benefits

1. Cooke shall receive compensation and other benefits as set forth in Appendix A, and more specifically in Appendix B CONFIRE Exempt Compensation Plan, placed on Salary Range E85B, Benefit Group B.

   a. Cooke's compensation and other benefits shall reflect his Recognized Public Safety Services Date of October 17, 2000. Recognized Public Safety Service Date is defined as the date of entry into a California public retirement system under a safety retirement formula, provided:

      - Continued public agency employment without a break in public service exceeding six months;
      - Accrued service credit under a public retirement system for the service being recognized; and
      - Is not receiving a service retirement benefit from a public retirement system for the service being recognized.

2. Cooke shall be entitled to any Compensation increase or benefit change included any newly adopted CONFIRE Exempt Compensation Plan.

3. In event that Contract Number 23-1282 with San Bernardino County is cancelled or terminated by San Bernardino County, the Parties shall reach a mutual agreement regarding Compensation and Benefits for the balance of the Term of this Contract.

II. PROFESSIONAL DUTIES AND RESPONSIBILITIES

A. Full Service

Cooke shall be required to render twelve (12) months of full and regular service to CONFIRE during each annual period covered by this Contract.

Cooke shall also be available and capable of immediate response to emergency, disaster or critical systems events, including outside of normal business hours, weekends and holidays.

B. Chief Executive Officer

1. The position of Executive Director is a chief executive position. Cooke is an exempt employee and is not covered by the Fair Labor Standards Act.

2. Cooke shall report to, and serve at the direction of, the Administrative Committee and the Governing Board of CONFIRE.

C. Duties and Responsibilities

1. Duties and responsibilities shall be as set forth in the prevailing job description for Executive Director. The job description may be revised from time to time by CONFIRE with input from the Executive Director and final approval of the Administrative Committee, as deemed necessary for the effective and efficient operations of CONFIRE. A copy of the current job description is attached as Appendix C.

2. Executive Director shall:

    a. Perform all duties that are prescribed by the laws of the State of California, and the Board and Administrative Committee Policies, and CONFIRE Policies.

    b. Carry out all lawful directions of the Board of Directors and Administrative Committee.

III. PROFESSIONAL GROWTH

A. <u>Professional Growth Activities</u>

CONFIRE encourages the continuing professional growth of the Executive Director through participation in:

1. The operations, programs and other activities conducted or sponsored by local, state and national associations related to fire and emergency dispatch communications centers;

2. Seminars and courses offered by public or private educational institutions which would serve to improve the capacity of Cooke to perform professional responsibilities for CONFIRE; and

3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Cooke to perform professional responsibilities for CONFIRE.

B. <u>Notice to the Administrative Committee</u>

1. Cooke shall update the Administrative Committee on a regular basis concerning any planned and/or completed activities.

2. Cooke shall receive advance approval for attendance at Professional Growth Activities from the Administrative Committee Chair and/or Vice Chair.

IV. EXPENSE REIMBURSEMENT

Cooke shall be reimbursed for expenses as set forth in <u>Appendix B</u>, CONFIRE Exempt Compensation Plan, Article 6: Expense Reimbursement.

V. GOALS AND OBJECTIVES

Within sixty (60) days of execution of this Contract, and no later than January 31 of each subsequent fiscal year that Cooke performs services under this Contract, Cooke shall submit in writing, to the Administrative Committee, annual goals and objectives for the upcoming fiscal year. The goal and objectives shall be:

- Reviewed, revised and approved by the Administrative Committee.

- Reduced to writing and shall be among the criteria by which Cooke is evaluated as hereafter provided.

VI. EVALUATION

A. The Administrative Committee shall evaluate, in writing, the performance of Cooke at least once during each year that Cooke performs services under this Contract ("Yearly Evaluation"). The timeline for the Yearly Evaluation shall be set by the Administrative Committee after consultation with Cooke.

B. Evaluation of Cooke shall be related to the duties and responsibilities of Cooke as set forth in Article II, the goals and objectives established by the Administrative Committee and Cooke as set forth in Article V, Appendix B (Job Description), and any applicable law and Policy (CONFIRE adopted Board Policies or Administrative Committee Policies).

C. The Evaluation shall assess both overall performance and specific criteria, in accordance with the timeline set pursuant to Article VI, Paragraph A, above.

D. A copy of the final written Yearly Evaluation shall be delivered to Cooke and Cooke shall have the right to submit a written response in accordance with the timeline set by the Administrative Committee pursuant to Article VI, Paragraph A, above.

E. If the Administrative Committee determines that the performance of Cooke is satisfactory or better, the Administrative Committee will consider a one-year extension of this contract (not to exceed a five-year term) and an increase in Base Salary.

F. If the Administrative Committee determines that the performance of Cooke is unsatisfactory in any respect, the final written Yearly Evaluation shall describe such unsatisfactory performance in reasonable detail. The Yearly Evaluation shall include recommendations for improvement in those areas where the Administrative Committee deems performance to be unsatisfactory and may include recommendations for improvement in other instances where the Administrative Committee deems such to be appropriate.

G. Additional evaluations, if deemed appropriate by the Administrative Committee, may be performed at any time.

VII. TERMINATION OF CONTRACT

This Contract may be terminated by any of the following actions:

A. **Termination By the Administrative Committee (Cause Not Required)**

1. Executive Director is an ***at-will employee*** of CONFIRE.

2. As such, the employment of Cooke may be terminated at any time and for no cause whatsoever by the Administrative Committee. If this option is

exercised, the Administrative Committee shall provide Cooke with written notice of termination. The effective date of termination shall be specified in the written notice of termination. ***The decision shall be final.***

a. Any decision to terminate without cause shall be made by a two-thirds vote of the Administrative Committee.

b. In the event that Cooke requests that the Board of Directors consider his termination by the Administrative Committee pursuant to this Article VII.A., such request shall be submitted within ten (10) calendar days to the Chair of the Administrative Committee.

c. The Board of Directors consideration as set forth in Article VII.A.2.b. does not provide a right to a hearing for Cooke. The Board of Directors shall review the Administrative Committee's termination in Closed Session and may uphold the Administrative Committee' termination by a majority vote.

3. If the Contract is terminated pursuant to Article VII.A., Cooke shall:

a. receive a lump sum payment of twelve (12) months of Base Salary as severance or a lump sum equal to the Base Salary remaining on the Term of the Contract, whichever is less; and

b. payment of all earned by unpaid compensation, accrued vacation, and reimbursable expenses up through the date of termination; and

c. The lump sum payment set forth in Article VII.3.a. shall not be reduced by earnings received from any subsequent employment.

d. CONFIRE shall continue Cooke's medical, dental, vision, life insurance, and any other employer-paid benefits or reimburse Cooke for COBRA premiums if continuation under the plans is unavailable for a period of six (6) months. In the event that Cooke secures employment during the six (6) month period, CONFIRE's obligations to provide employer-paid benefits or reimbursement for the same shall immediately end.

4. Cooke's entitlement to any benefits set forth in Article VII shall be contingent upon executing a standard mutual release of claims.

B. <u>Resignation or Retirement of Cooke</u>

This Contract shall be terminated upon the resignation or retirement of Cooke. Except in extraordinary circumstances, Cooke shall give CONFIRE at least ninety (90) calendar days' advance written notice of resignation or retirement.

1. Cooke may resign for Good Reason and receive the same severance benefits provided for termination without cause set forth in Article VII.A. Good reasons may include:

    a. Reduction in salary
    b. Reduction in authority
    c. Removal of significant responsibilities
    d. Elimination of reporting authority
    e. Required relocation
    f. Material breach of the agreement by CONFIRE

    The existence of "Good Reason" shall be approved by the Administrative Committee.

C. <u>Termination for Cause</u>

Nothing in this Article VII.C. alters Cooke's ***at-will employee*** status:

1. Discharge for cause shall be defined as conduct, which is seriously prejudicial to CONFIRE, and established by clear and convincing evidence including but not limited to:

    a. material breach of Contract that remains uncured after written notice;
    b. conviction of a felony or crime involving fraud, dishonesty, or moral turpitude;
    c. intentional, willful and material misconduct directly related to the Executive Director position that causes demonstrable harm to CONFIRE;
    d. theft or misappropriation of CONFIRE property; or
    e. gross negligence (intentional or reckless conduct demonstrating a conscious disregard for the interests of CONFIRE) or willful violation of any lawful rule, regulation, ordinance or statute in the performance of duties.

2. Any decision to terminate with cause shall be made by a two-thirds vote of the Administrative Committee and Cooke shall be provided with a notice of termination.

3. Upon request by Cooke, the Administrative Committee shall serve upon Cooke a reasonably detailed statement of charges. Cooke shall provide notice of the request for statement of charges to the Administrative Committee within ten (10) days of the service of the notice of termination.

4. Upon request, Cooke will be afforded an opportunity for a hearing before the Board of Directors, which shall include the right to be represented by counsel, the right to record the hearing and the right to call witnesses. Cooke shall provide notice of the request for hearing pursuant to this Article to the Board within thirty (30) days of the service of notice of termination. If Cooke chooses to be accompanied by legal counsel at such hearing, Cooke shall bear any costs therein involved. Cooke shall be provided a written decision describing the results of the hearing. The decision of the Board be made by a majority vote and shall be final.

5. In appropriate circumstances, progressive discipline may be utilized by the Administrative Committee or Board of Directors in lieu of discharge for cause. Such use is, however, at the sole discretion of the Administrative Committee and Board of Directors.

6. In the event that at least fifty percent (50%) of the Administrative Committee or Board of Directors changes within a twelve (12) month period, any termination within six (6) months thereafter shall be deemed without cause in accordance with Article VII.A. above,

D. Confidential Information

Upon termination of this Contract, Cooke shall continue to maintain the confidentiality of all confidential and proprietary information of CONFIRE and shall continue to be bound by and comply with CONFIRE's Board and Administrative Committee Policies regarding Security of Confidential/Privileged Information. Cooke shall return all CONFIRE property and confidential and proprietary information in his possession on or before the date of termination of this Contract. CONFIRE property and confidential and proprietary information includes but is not limited to: CONFIRE files, notes, records, computer-recorded information, and other tangible materials of any kind which contain or embody any proprietary or confidential material of CONFIRE, or any third-party confidential material obtained while employed by CONFIRE.

E. Non-Disparagement

Upon termination of this Contract, Cooke shall not knowingly make any false, misleading, or defamatory statement, whether written, oral, or electronic, that is intended to disparage or harm the reputation of CONFIRE, its Board of Directors, Administrative Committee, officers, employees, programs, services, or operations.

Likewise, CONFIRE, acting through its Board of Directors or Administrative Committee members in their official capacities, shall not knowingly make any false, misleading, or defamatory statement concerning Cooke that is intended to disparage or harm Cooke's professional reputation.

Nothing in this Article VII.E. shall prohibit any party from:

1. Providing truthful testimony, information, or documents in response to a subpoena, court order, administrative proceeding, audit, or lawful governmental inquiry;
2. Making disclosures required by law, including obligations under the Government Code, or other applicable laws;
3. Communicating factual information necessary to carry out official CONFIRE business;
4. Making statements in connection with employment references that are truthful and made in good faith; or
5. Exercising rights protected by federal or state law.

For purposes of this section, “disparage” does not include good-faith performance evaluations, disciplinary actions, personnel decisions, or statements made by Board of Directors or Administrative Committee members during duly noticed public meetings that are required by law or are reasonably related to matters within their official jurisdiction.

VIII. GENERAL PROVISIONS

A. <u>Full and Complete Contract</u>

This Contract is the full and complete contract between CONFIRE and Cooke and supersedes all prior negotiations, representations or agreements, either written or oral. It can be changed or modified only by an agreement in writing, signed by Cooke and the Administrative Committee.

B. <u>Subject to Applicable Laws and Policies of the Board of Directors and Administrative Committee</u>

Except as modified herein, this Contract is subject to all applicable laws of the State of California and to the lawful rules, and Policies of the Board of Directors and Administrative Committee. Said laws, rules, and policies, to the extent they have not been lawfully superseded by this Contract, are hereby made a part of the terms and conditions of this Contract as though fully set forth herein.

C. <u>Severance Clause</u>

Should any provision of this Contract be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, unless to do so would frustrate the intent and purpose of this Contract. Said illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Contract.

D. Venue and Governing Law

Any action arising out of this Contract shall be brought in San Bernardino County, California, regardless of where else venue may lie. This Contract shall be governed by and construed in accordance with the laws of the State of California.

E. Negotiated Agreement

CONFIRE and Cooke acknowledge and agree that the terms and provisions of this Contract have been negotiated and discussed between them, and that this Contract reflects their mutual agreement regarding the subject matter of this Contract. Because of the nature of such negotiations and discussions, neither party shall be deemed to be the drafter of this Contract, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Contract.

In the event that any language in this Contract conflicts with any provision of Appendix B, CONFIRE's Exempt Compensation Plan, this Contract shall prevail.

F. **Legal Defense and Indemnification**

As the Executive Director for CONFIRE, Cooke will make decisions involving contracts, personnel, procurement, labor, and emergency operations. As such, CONFIRE agrees to defend and indemnify Cooke for any and all official actions taken or made within the scope of employment during the period of this agreement. CONFIRE also agrees to pay for all legal and attorney fees pertaining to the defense and indemnification accordingly irrespective of whether Cooke is still employee of CONFIRE or not.

G. **Attonrey's Fees**
The prevailing party in any action arising under this agreement shall be entitled to recover reasonable attorney fees and costs.

IN WITNESS HERETO, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

ADMINISTRATIVE COMMITTEE OF THE CONSOLIDATED FIRE AGENCIES

___________________________________ _______________________________
Chairperson of the Administrative Committee Date

ACCEPTANCE:

I hereby accept the terms of this Contract of Employment and agree to fulfill all of the duties of Executive Director for the CONSOLIDATED FIRE AGENCIES ("CONFIRE")

__________________________________ _______________________________
Nathan Cooke Date

APPENDIX "A"
EXECUTIVE DIRECTOR
Nathan Cooke

COMPENSATION AND OTHER BENEFITS

1. COMPENSATION

A. Base Salary

Cooke shall be placed on Salary Range E85B, Step 16 of the CONFIRE Exempt Employee Compensation Salary Schedule.

1. Effective July 25, 2026, Cooke shall be paid Three Hundred Forty Thousand Eight Hundred Ninety-One Dollars and Twenty Cents ($340,891.20) annually, paid monthly in the amount of Twenty-Eight Thousand Four Hundred Seven Dollars and Sixty Cents ($28,407.60).

Annual	**Monthly**
$340,891.20	$28,407.50

2. Effective February 20, 2027, Cooke's Base Salary shall be increased by three percent (3%), paid as follows:

Annual	**Monthly**
$351,117.94	$29,259.83

3. Effective February 19, 2028, Cooke's Base Salary shall be increased by three percent (3%), paid as follows:

Annual	**Monthly**
$361,651.47	$30,137.62

4. Cooke's Base Salary may also be increased as set forth in Article VI, above, or in accordance with future increase(s) provided in any updated Exempt Compensation Plan during the Term of this Contract.

B. Additional Compensation

Cooke shall receive all other additional compensation in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 3: Compensation.

2. BENEFITS

Cooke shall receive all Benefits set forth in Appendix B, CONFIRE Exempt Compensation Plan, Article 2: Benefits, which includes but is not limited to:

- Medical and Dental Coverage
- Retirement Medical Trust Fund
- Retirement System Contributions

At Cooke's option, he may choose to utilize modified benefit options in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 4: Modified Benefit Option.

3. LEAVE

Cooke shall be entitled to all leave in accordance with Appendix B, CONFIRE Exempt Compensation Plan, Article 7: Leave Provisions

4. TRANSPORTATION

A. Vehicle

In recognition of Cooke's role as Executive Director and the requirement to remain available on an on-call basis at all times in the event of significant emergencies, disasters, or critical operational incidents, CONFIRE shall provide Cooke with an agency-owned vehicle.

The CONFIRE vehicle shall be assigned to Cooke as a take-home vehicle and shall be deemed Cooke's primary vehicle for use at all times, including during and outside of normal business hours. Cooke is authorized to use the agency vehicle for:

- All work-related purposes;
- Responding to emergency or disaster events at any time; and
- Reasonable personal use incidental to Cooke's on-call status and operational readiness.

Cooke shall not be required to maintain a separate personal vehicle for availability or response purposes as a condition of employment.

Unless authorized in writing, Cooke shall return the vehicle within five (5) business days of the Termination of this Contract.

B. Insurance and Maintenance

CONFIRE shall be responsible for all reasonable costs associated with the vehicle, including but not limited to fuel, insurance, registration, routine maintenance, repairs, and emergency roadside assistance.

Cooke shall not be personally responsible for ordinary wear and tear or mechanical failure occurring during authorized use.

5. EMPLOYMENT PROVISIONS

Cooke shall be entitled to all employment provisions set as set forth in Appendix B, CONFIRE's Exempt Compensation Plan, Article 5: Employment Provisions.

APPENDIX "B"
EXECUTIVE DIRECTOR
Nathan Cooke

CONFIRE's Exempt Compensation Plan

CONSOLIDATED FIRE AGENCIES JPA (CONFIRE)

EXEMPT
COMPENSATION PLAN
JULY 2026

Table of Contents

ARTICLE 1: INTRODUCTION

Consistent with applicable laws, the following sections represent the salary and benefit program, established by the Board of Directors for Exempt employees included in the Consolidated Fire Agencies JPA (hereinafter referred to as CONFIRE). The Exempt Compensation Plan shall in no manner be interpreted as a guaranteed or implied contract between CONFIRE and any employee or group of employees. The *Personnel Rules for Board-Governed Special Districts/Fire District* also apply to CONFIRE Exempt employees unless specifically excluded within rule provisions. For the benefits administered by San Bernardino County (County), the County's plan documents shall govern those benefits and referenced hereafter as a County plan or benefit.

ARTICLE 2: BENEFITS

Section 1: Section 125 Premium Conversion Plan

A. Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Exempt employees. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

B. To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for these benefit plans.

C. Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) days of the initial eligibility period in a manner and on such forms designated by the Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.

D. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and consistent with the County's Section 125 Plan Document. The employee must submit a request for a change due to a mid-year qualifying event within sixty (60) days of the qualifying event.

Section 2: Medical and Dental Coverage

A. All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by CONFIRE. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest biweekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and is in paid status.

B. To continue enrollment in CONFIRE medical and dental plan coverage, an employee must be in a regular position scheduled to work a minimum of 40 hours per pay period and in paid status or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 2 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.

C. Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.

D. Notification of a mid-year qualifying event must be submitted to the Employee Benefits and Services Division in accordance with procedures adopted by the Employee Benefits and Services Division. Employees are responsible for notifying the Employee Benefits and Services Division within sixty (60) days of dependent's change in eligibility for the CONFIRE-sponsored plans.

E. Dependent(s) must be removed mid-plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example, divorce, overage dependent, or termination of domestic partnership.

F. Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee experiences an IRS qualifying event.

G. Premiums for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or their dependents. If the employee does not have sufficient earnings to cover the deduction, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division.

H. Employees eligible for medical plan coverage who are also enrolled in a comparable group medical plan sponsored by another employer or are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE may elect to discontinue enrollment in CONFIRE-sponsored medical plan (opt-out or waive).

Employees who elect to opt-out or waive (CONFIRE-sponsored medical plan coverage and scheduled for 61 to 80 hours per pay period will receive forty dollars ($40.00) per pay period; opt-outs or waives scheduled for 40 to 60 hours shall receive twenty dollars ($20.00) per pay period.

I. Employees eligible for dental plan coverage who are also enrolled in a comparable group dental plan sponsored by another employer or are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE may elect to discontinue enrollment in the CONFIRE-sponsored dental plan.

J. The rules and procedures for electing to opt-out or waive of CONFIRE-sponsored health and dental plan coverage are established and administered by the Employee Benefits and Services Division.

1. Employees may elect to opt-out of or waive CONFIRE medical and/or dental plan(s) within sixty (60) calendar days of the effective date of gaining other employer group coverage. Proof of initial gain of other employer group coverage is required at the time that opt-out or waive is elected.

2. Employees may also elect to opt-out or waive of CONFIRE medical and/or dental plan coverage during an annual open enrollment period. All employees who newly elect to opt-out or waive during open enrollment must provide verification of other employer group plan coverage.

3. Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a CONFIRE-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the CONFIRE- sponsored plan will be provided in accordance with the requirements of the applicable plan.

4. Except as required at the initial opt-out/waive election, employees are not required to provide verification of continued coverage unless requested by the plan administrator.

5. There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a CONFIRE medical and dental plan. Terms and conditions of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify CONFIRE of loss of group coverage within sixty (60) calendar days will require the employee to pay insurance premiums retroactively on an after-tax basis.

Section 3: Medical and Dental Subsidies

A. CONFIRE has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The applicable MPS amount shall be paid directly to the providers of CONFIRE-sponsored medical plan in which the eligible employee has enrolled.

In no case, shall the MPS exceed the total cost of the medical and dental insurance premium for the coverage selected.

B. The following are the MPS amounts:

Effective February July 12, 2025, all employees shall receive a Medical Premium Subsidy (MPS) in the following amounts per pay period**:**

COVERAGE	SCHEDULED FOR 41 TO 60 HOURS	SCHEDULED FOR 61 TO 80 HOURS
Employee Only	$180.10	$360.19
Employee + 1	$299.39	$598.77
Employee + 2	$420.98	$841.96

Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years. For example, if the 2024/2025 Benefit Plan Year premium for the Employee-Only tier increases by $20 per pay period, the MPS amount will increase by $20 per pay period (i.e., 100% of $20) and the total MPS for the Employee-Only tier will be $330.75. Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the County's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years.

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

C. CONFIRE has established a Dental Premium Subsidy (DPS) to offset the cost of dental plan premiums charged to eligible employees. The applicable DPS amount shall be paid directly to the provider of the CONFIRE-sponsored dental plan in which the eligible employee has enrolled.

Those who are enrolled in both CONFIRE-sponsored medical and dental coverage whose premium costs for medical and dental exceeds the MPS will be eligible to receive the DPS.

The following are the DPS amounts:

Coverage	Scheduled for 40 to 60 hours	Scheduled for 61 to 80 hours
Employee Only Employee + 1 Employee + 2	$4.73	Up to $9.46

The amount of the DPS shall not exceed the combined total of the employee's out-of-pocket premium expenses. For example, an employee who selects "employee only" coverage for medical and dental with a combined per pay period premium cost of $250.79 and receives a per pay period MPS of $243.33 will receive a DPS in the amount of $7.46 per pay period.

D. Eligibility for MPS and DPS

Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical plan, are eligible to receive the MPS towards the cost of medical coverage.

E. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be in paid status to actually receive the benefits of this Section.

F. Eligibility for MPS and DPS While on Leave

1. FMLA/CFRA. Employees who are on approved leave, pursuant to FMLA/CFRA law and whose paid hours in a pay period are less than the required number of hours designated in Section 3, as applicable, will continue to be enrolled in a CONFIRE-sponsored medical plan and to receive MPS and DPS in accordance with applicable law.

   An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two years, and received the MPS and DPS as provided by law, shall not be eligible for the continuation of the MPS and DPS in the next rolling year.

2. Pregnancy Disability Leave (PDL). An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL, Government Code section 12945.

3. Workers' Compensation. Except for employees covered under Labor Code 4850, employees who are on an approved leave based on an approved workers' compensation claim shall continue to receive the MPS and DPS for up to a total of twenty (20) pay periods while off work due to that work injury as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods. Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS provided the employee is in paid status.

4. Short Term Disability. Employees in paid status shall continue to receive the MPS and DPS.

5. Per Episode of Illness or Injury. Employees who are on an approved Medical Leave of Absence and whose paid hours in a pay period are less than the required number of hours will continue to receive the benefits of Section 2 for up to six pay periods per episode of illness or injury.

Section 4: Contributions to Salary Savings Plan

A. Biweekly contributions of Exempt employees in Group D to the County's 401(k) Defined Contribution Plan up to three percent (3%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of two (2) times the employee's contribution. The CONFIRE contribution shall not exceed six percent

(6%) of an employee's biweekly base salary. Biweekly contributions of Exempt employees in Groups B and C to the County's 401(k) Defined Contribution Plan up to four percent (4%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of two (2) times the employee's contribution. The CONFIRE contribution shall not exceed eight percent (8%) of an employee's biweekly base salary.

B. Biweekly contributions of Exempt Group B employees to the County's 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of one (1) time the employee's contribution. The CONFIRE contribution shall not exceed one percent (1%) of the employee's biweekly base salary. Biweekly contributions of Exempt Group C and D employees to the County's 457(b) Deferred Compensation Plan up to one percent (1%) of an employee's biweekly base salary will be matched by a CONFIRE contribution on the basis of one-half (1/2) times the employee's contribution. The CONFIRE contribution shall not exceed one-half percent (½%) of the employee's biweekly base salary.

Section 5: Dependent Care Assistance Plan (DCAP)

The purpose of this Section 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for qualifying dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code of 1986 (IRC) and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law.

The DCAP will be administered by the Employee Benefits & Services Division consistent with said IRC Section and consistent with San Bernardino County's Dependent Care Assistance Plan Document.

A. To be eligible to enroll for this benefit, an employee must be in a regular position.

B. Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit a participation agreement within the time frame shall result in an election to not participate in the Plan.

C. An employee must elect to contribute to DCAP through salary reduction on forms approved by the Employee Benefits & Services Division. An employee election to participate shall be irrevocable for the remainder of the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Dependent Care Assistance Plan Document.

D. Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

Section 6: Flexible Spending Account (FSA)

A. The CONFIRE has established a Medical Expense Reimbursement Flexible Spending Account (FSA) Plan for Exempt Group employees in regular positions. The FSA is established in accordance with the provisions of Section 213 of the Internal Revenue Code (IRC). The Employee Benefits and Services Division will serve as the Plan's Administrator.

B. Eligible employees who choose to participate in the FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator.

C. Enrollment is required every year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status Event. Failure to submit a participation agreement within the time frame shall result in an election to not participate in the Plan.

D. Eligible employees may contribute, on a pre-tax basis, each biweekly pay period up to the established amount pursuant to the IRC annual maximum. CONFIRE will contribute up to forty dollars ($40.00) per biweekly pay period matching employee contributions dollar for dollar. CONFIRE will contribute up to an additional $10 per biweekly pay period, matching Exempt employee contribution dollar for dollar, for employees who select the CONFIRE-sponsored Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the FSA.

E. Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the Plan Year except as permitted by the IRC. Any amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. Any forfeited amounts shall be used to help defray the Plan's administrative expenses.

Section 7: Perfect Attendance

Employees in regular, full-time positions in Exempt Groups C and D who do not utilize any sick leave or Paid Time Off (PTO) for Sick Leave Purposes, any leave (e.g., vacation) in lieu of sick leave, or benefits in lieu of sick leave (e.g., workers' compensation, Short-Term Disability partial/full integration, etc.), in a calendar year (i.e., pay period 1 through pay period 26 or 27, when applicable, of the same year), and who do not record any sick leave without pay, absent without pay, Medical Emergency Leave, or military leave as provided by law, during that year, shall accrue sixteen (16) hours of perfect attendance leave for use in the next calendar year. Failure to utilize the perfect attendance leave within the calendar year shall result in forfeiture of the same. Perfect attendance leave may not be cashed out.

Section 8: Healthy Lifestyles Program

The Healthy Lifestyles program is available to Exempt Group employees. Under this program, Exempt Group employees are eligible for reimbursement for a Health Club/Fitness memberships up to $324.00 on an annual basis. Exempt Group employees are also eligible for an annual physical examination through the Arrowhead Regional Medical Center.

Section 9: Insurance Programs

A. Term Life Insurance. Subject to carrier requirements as specified in the Certificate of Insurance, CONFIRE will pay the premium for a term life insurance policy, the amount of which is based on the eligible employee's scheduled hours. An employee scheduled from 40 to 60 hours per pay period shall receive $25,000 in coverage. An employee scheduled from 61 to 80 hours shall receive $50,000 in coverage. Life Insurance will become effective on the first day of the pay period following the first pay period in which the employee is in paid status. For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee's expense.

B. Voluntary Life Insurance. In accordance with procedures established by the Employee Benefits and Services Division, eligible employees may purchase, through payroll deductions, term life insurance subject to carrier requirements and in the amounts specified in the Certificate of Insurance.

An employee shall become initially eligible to participate in this program on the first day of the pay period following the pay period in which the employee is in paid status. Participation will continue as long as premiums are paid timely. If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and

Services Division.

C. Universal Life Insurance.

1. Group Universal Life. Eligible employees may purchase, through payroll deductions, group universal life insurance subject to carrier requirements and approval. The benefit levels for such insurance shall be equivalent to no more than three times the employee's annual base earnings. Employees who purchase group universal life insurance shall be provided a CONFIRE contribution towards the biweekly premium based on the following schedule:

Benefit Group	**CONFIRE Contribution**
Benefit Group A	100 percent of the premium for benefit level equal to the annual base salary
Benefit Group B	50 percent of the premium for benefit level equal to the annual base salary or 100 percent of the premium for benefit level equal to one-half of the annual base salary
Benefit Group C	25 percent of the premium for benefit level equal to the annual base salary
Benefit Group D	25 percent of the premium for benefit level equal to the annual base salary

If the employee does not have sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to Human Resources.

D. Accidental Death and Dismemberment Insurance. Exempt Group employees may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction. An employee shall become initially eligible to participate in this program on the first day of the pay period following the first pay period in which the employee works and is in paid status. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee must make alternative payment arrangements that are acceptable to the Employee Benefits and Services Division. The benefit will be provided subject to carrier requirements, and will be administered by the Employee Benefits and Services Division.

E. State Disability Insurance. CONFIRE agrees to pay the premium for State Disability Insurance for each employee in regular positions budgeted for forty-one (41) or more hours per pay period.

F. Vision Care Insurance. Subject to carrier requirements, CONFIRE will pay the premiums for vision care insurance for employees who are in a paid status and their eligible dependents.

Section 10: Retirement Medical Trust Fund

A Retirement Medical Trust Fund has been established. The RMT is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of IRC section 501(c)(9).

The RMT Fund will be administered by the Employee Benefits and Services Division as the plan administrator in accordance with the plan document and applicable law.

A. Sick Leave Conversion Eligibility. Exempt Group employees with five or more years of participation in SBCERA are eligible to participate in the RMT.

The purchase of additional retirement credit or other retirement service credit and/or participation in other public sector retirement systems may also be counted towards the participation requirement, provided that the employee has not withdrawn their contributions from the system(s) and the employee is also a participant in SBCERA.

Employees who wish to receive credit for participation in other public retirement systems must provide the Plan

Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one year from the employee's hire date.

B. Sick Leave Conversion Formula. At separation from service for reasons other than death, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the RMT in accordance with the conversion formula below:

Amount of Remaining Sick Leave Hours	Cash Value Formula
0 to 1,500 hours	80%

C. CONFIRE Contribution - CONFIRE will contribute to the RMT as follows:

Years of Participation in SBCERA or Other Retirement System	Percentage of Base Salary*
5-9 years	2.00%
10-15 years	2.75%
16 or more years	3.75%

*For purposes of the RMT contribution, base salary is as defined in the RMT plan document.

Employees who wish to receive credit for participation in other public retirement systems must provide the Plan Administrator written evidence of participation and that contributions made to the system(s) have not been withdrawn. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one year from the employee's hire date.

D. Death. Upon the death of an active employee with five (5) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased employee will be paid the cash value for the unused sick leave balances according to the sick leave conversion formula below, and will not go into the Trust.

Sick Leave Balance as of Date of Separation for death	Cash Payment Percent of Hours of Sick Leave Balance
480 hours or less	30 percent
481 to 600 hours	35 percent
601 to 720 hours	40 percent
721 to 840 hours	45 percent
841 to 1000 hours	50 percent

Section 11: Retirement System Contributions

A. Employee Contributions.

All employee retirement system contribution obligations shall be “picked up” for tax purposes only pursuant to this Section. The Auditor- Controller/Treasurer/Tax Collector shall implement the pickup of such retirement system contributions under Internal Revenue Code Section 414(h)(2).

The CONFIRE shall make member contributions under this Subdivision on behalf of the employee which shall be in lieu of the employee’s contributions and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Subdivision shall be recouped through offsets against the salary of each employee for whom CONFIRE picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by CONFIRE under this Subdivision shall be treated as compensation paid to CONFIRE employees for all other purposes. CONFIRE-paid employer contributions to SBCERA under this Subdivision shall be paid from the same source of funds used in paying the salaries of the affected employees. No employee shall have the option to receive the retirement system contribution amounts directly instead of having them paid to SBCERA.

Until retirement or separation, all contributions picked up under this Subdivision will be considered for tax purposes as employer-paid contributions.

B. Special Provisions.

1. Employees with at least twenty-five (25) years of service as set forth in Government Code section 31625.3 as of June 18, 2011, and who either already have or thereafter attain thirty (30) years of service credit as set forth in Government Code section 31625.3 shall have one (1) opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods.

2. Employees who are over age sixty (60) at time of hire, and who are in a regular position, and who choose not to be a member of SBCERA, shall be enrolled in the County's 401(k) Defined Contribution Plan. CONFIRE shall contribute the applicable percentage of the employee's base salary as provided in Section 4 Contributions to Salary Savings Plan of this Article, not to exceed the annual limits of the Plan as defined in the Internal Revenue Code. Eligible employees who waive participation in the County's Retirement System shall be eligible to receive the biweekly amounts applied under section (A) above for their group of employees.

C. Survivor Benefits. Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Government Code section 31855.12. An equal, non- refundable employer and employee biweekly contribution will be paid to SBCERA as provided in the annual actuarial study.

ARTICLE 3: COMPENSATION

Section 1: Assignment to Vacant Higher Position

Employees directed to continuously perform duties in a vacant higher level regular position, for which funds have been appropriated, shall be entitled to a salary rate increase to the higher level for the time actually worked in excess of eighty (80) hours, unless specifically waived by the employee; provided, however:

A. CONFIRE's Director of Human Resources, or designee certifies to the Appointing Authority in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position; and

B. A written request for a salary rate increase to the higher level is directed to the Appointing Authority for CONFIRE or designee for approval; such increase to the higher level shall be determined as if the assignment had been a promotion.

It shall be the responsibility of a CONFIRE supervisor/manager to initiate such requests and to provide a copy of such request to the employee. Written requests may also be made by the employee through a CONFIRE supervisor/manager in the same manner. Requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of a salary rate increase must be filed as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by CONFIRE's Director of Human Resources. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

The duration of such assignments to vacant higher positions shall not usually exceed one (1) calendar year. Appointments to regular positions of trainees or underfills are exempt from the provisions of this section. Further, this section does not apply to a situation in which no vacant higher level position exists for which funds have been appropriated. Addition of duties of a higher level classification to any employee's regular position shall be governed by the section on Special Assignment Compensation, or the Personnel Rule on Classification, as appropriate. For purposes of this section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be: (a) An unoccupied position due to attrition and for which the appointment process has been initiated; (b) a position from which the incumbent is on extended leave of absence; or (c) a new position authorized by the Board of Directors for which the appointment process has been initiated.

Section 2: Bilingual Compensation

Upon approval of CONFIRE's Director of Human Resources, employees in the category of the Exempt Group required by the Appointing Authority or designee to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment, shall be eligible for bilingual compensation in the amount of forty-five dollars ($45) per pay period. Such compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by Human Resources to be eligible for compensation.

Section 3: Management Incentive Pay – Non-Safety Transition

A. Employees who are appointed to executive or management positions within Exempt Group B and C and meet the eligibility criteria set forth in this section shall receive Management Incentive Pay as provided in this section.

Management Incentive Pay shall be established at a rate of fifteen percent (15%) of the employee's base salary and shall be paid as part of the employee's regular compensation.

Management Incentive Pay applies to employees who, at the time of appointment to the designated classification or assignment, are transitioning from a California public safety retirement classification, have a minimum of ten (10) years of continuous service under a safety retirement formula, and are not receiving a service retirement benefit from a public safety retirement system.

Management Incentive Pay shall commence upon appointment to the designated classification or assignment and shall continue for the duration of the employee's assignment in that classification or assignment.

Such compensation shall be reported in accordance with applicable laws and regulations governing retirement reporting.

Section 4: Major Fire and Disaster Response

For major fire and disaster response, CONFIRE employees assigned to major fire or disaster incidents, which exceed twelve (12) hours in duration, shall be eligible for additional compensation upon the approval of the Executive Director or designee. For approval of Major Fire and Disaster Response Compensation for the Executive Director, the request must be approved by the CONFIRE Board Chair or designee. If approved, such compensation for Exempt Group B shall be paid at the employee's base rate of pay. Exempt Groups C and D shall be paid at one and one-half times the employee's base rate of pay.

Section 5: Administrative Duty Compensation

Administrative duty compensation of $400.00 per month will be provided to Exempt Group B classifications: . This compensation is provided to compensate the classifications listed above for after hours work that does not involve returning to the worksite, unless otherwise provided for in this Article. No holiday time may be banked for being "on call" unless the employee actually returns to work for a verifiable emergency, activation or other incident as determined by CONFIRE's Appointing Authority or designee. Should an employee be required to return to work on a holiday, holiday time may only be banked for those hours the employees actually were required to work.

Section 6: Direct Deposit (Electronic Fund Transfer)

All employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or expense reimbursements via pay card.

Section 7: Salary Adjustments

A. Across the Board Wage Increase

- 3.00% - Effective February 20, 2027, CONFIRE shall provide all classifications with a three percent (3.00%) across the board salary increase,
- 3.00% - Effective February 19, 2028, CONFIRE shall provide all classifications with a three percent (3.00%) across the board salary increase.

For the purposes of this CONFIRE Exempt Compensation Plan, base salary rate shall mean the salary range assigned to a specific classification as provided in Appendix A.

Section 8: Automobile Allowance

All CONFIRE employees in a paid status in Exempt Group A shall be eligible to receive a bi-weekly automobile allowance in the amount of $461.54 with no mileage reimbursement, or may elect to be assigned a CONFIRE vehicle, subject to availability and approval of the Appointing Authority or designee.

Employees in Exempt Group B may elect to be assigned a CONFIRE vehicle, subject to availability and approval of the Appointing Authority or designee.

Employees in Exempt Group A who become eligible or ineligible in the middle of a pay period (i.e., not at the beginning of a pay period) will receive a prorated sum of automobile allowance. Employees selecting this allowance shall be required to have a vehicle available at all times for use on CONFIRE business. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

Section 9: Portable Communication Device Allowance

All CONFIRE employees in a paid status in Exempt Groups A and B shall be eligible to receive a biweekly portable communication device allowance in the amount of ninety-two dollars and thirty-one cents ($92.31), provided they are not assigned a CONFIRE-issued portable communication device.

An employee who becomes eligible or ineligible for this benefit in the middle of the pay period will receive a prorated amount.

The employee shall purchase a portable communication device capable of sending and receiving cellular telephone calls and capable of sending and receiving e- mails to and from CONFIRE's e-mail systems.

CONFIRE shall pay for any license and set up expense for the device, if any, and the employee shall pay for the equipment and monthly voice mail and data plans.

Employees in Exempt Groups A and B may elect to be assigned a CONFIRE-issued portable communication device, subject to availability and approval of the Appointing Authority or designee, in lieu of receiving the portable communication device allowance.

Section 10: Salary Rates and Step Advancements

A. Eligibility for Step Advancement. Employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this provision. Variable entrance steps may be established if justified by recruitment needs and the qualifications of the new employee, to the extent they exceed the minimum of the position to which the employee is appointed, through top step with the approval of the Appointing Authority or designee and through top step with the approval of CONFIRE's Director of Human Resources or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. However, when an employee reaches the required number of service hours with eighty (80) service hours in each pay period, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of the required length of service hours in the classification, satisfactory work performance, and Appointing Authority or designee recommendation.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements. Unless otherwise approved by the Board of Directors, step advancements within a base salary range shall be based upon a one-step increment, approximately two and one-half percent (2.5%).

Employees shall be eligible for step advancement after completion of increments of 1,040 hours until the top step of the range is reached.

The Appointing Authority or designee may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources or his/her designee. The Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

B. Special Provisions. The Appointing Authority or designee may request, in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of CONFIRE's Director of Human Resources or designee and the final approval of the Appointing Authority or designee. CONFIRE's Director of Human Resources or designee may authorize the adjustment of the salary step or salary rate of any employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

Section 11: Longevity

Employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with the County/CONFIRE. Longevity pay shall be paid on all paid hours, up to an employee's standard hours, and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED SERVICE	COMPENSATION
20,800 continuous service hours (10 years)	1.0%
31,200 Continuous Service Hours (15 years)	3.0%

For purposes of longevity pay only, a year of completed County/CONFIRE service is defined as 2,080 service hours with the County/CONFIRE.

Recognition of Prior Public Service

For purposes of determining eligibility for longevity pay only, prior service performed under a California public retirement system or other qualifying public retirement system shall be recognized, provided that:

- The employee entered Agency employment without a break in public service exceeding six (6) months; and
- The prior service was performed in a position that accrued service credit under a public retirement system; and
- The employee provides documentation acceptable to Human Resources verifying such service.
- The employee is not receiving a service retirement benefit from a public retirement system for the period of service being credited.

Approved prior service shall be combined with the employee's CONFIRE service solely for the purpose of determining the applicable longevity pay tier. Such recognition shall not apply to any other compensation, seniority, leave accruals, or benefits unless otherwise expressly provided.

Section 12: Special Assignment Compensation

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to vacation, short-term illness or other relief, which is six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by the Appointing Authority or designee and CONFIRE's Director of Human Resources or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments, and shall be in the form of a specified percentage of the employee's base pay. The Appointing Authority or designee will determine the amount in increments of one-half percent (½ %) from a minimum of two and one-half percent (2 ½%) up to a maximum of seven and one-half percent (7 ½%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not effect an employee's step advancement in the base range pursuant to the Salary Rates and Step Advancements section.

Requests for Special Assignment Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important to obtain CONFIRE's Director of Human Resources or designee's review of the request in advance of the date the employee begins the assignment, since there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with CONFIRE's Director of Human Resources or designee's written approval, assignment of greater level duties, and signed acceptance of the employee.

This provision shall not be utilized to circumvent or provide additional compensation over and above that which may be provided in “Classification” and “Assignment to Vacant Higher Position.” These aforementioned provisions are mutually exclusive concepts and as such there shall be no dual or multiple requests based on the same facts.

Section 13: Tuition Loan Repayment

CONFIRE shall establish a Tuition Loan Repayment Program to assist with student loan obligations and encourage continued CONFIRE employment.

A. Eligibility Requirements - all requirements must be met before the employee is deemed eligible for loan repayment assistance:

3. The employee is employed in a regular full-time classification covered under this Compensation Plan.
4. The employee fully completes the CONFIRE’s Student Loan Repayment Application.
5. The employee submits proof of the following:
    a. (i) A qualifying degree.
    b. (iii) Current statements from an unpaid loan.
    c. The employee is in paid status in the pay period the repayment is made.
    d. The employee is not participating in another tuition loan repayment program. This does not include participation in any loan forgiveness program.
    e. Employee’s last Work Performance Evaluation rating is a “meets standards” or above and not on an improvement plan.
    f. Employee is not on a current leave restriction plan.

B. Terms of Loan Repayment Assistance:

Employees with 2 or more years of continuous service with CONFIRE may apply for tuition loan repayment. Continuous service is defined as the total length of service from an employee’s most recent beginning (hire) date in a regular position with no separation from CONFIRE employment. Employees must complete a new application and submit supporting documentation for each disbursement for loan repayment. Any additional annual incentive will require completion of new one-year continuous periods of Qualifying Service on and after the date of the implementation of this provision. In no event will the payments be combined. If the application meets /CONFIRE requirements, the payment shall be as follows:

1. After completion of 2 continuous years with CONFIRE: A single payment of up to $1,000.
2. After completion of 3 continuous years with CONFIRE: A single payment of up to $1,500.
3. After completion of 4 continuous years with CONFIRE: A single payment of up to $2,000.
4. After completion of 5 continuous years with CONFIRE: A single payment of up to $2,500.
5. After completion of 6 continuous years with CONFIRE: A single payment of up to $3,000.

Payment shall not exceed the total amount of $10,000 per employee. Eligible employees may receive the payment within thirty (30) days after approval of the required documentation.

C. Restrictions

1. Employee must have one or more qualifying student loans (including private loans provided they qualify pursuant to all applicable State and Federal laws, rules, and regulations).

2. Degree must have been completed and employee must be in active repayment of the loan.
3. Loans must not be in default status. Employees must provide a written statement from their lender(s) substantiating that the loan(s) are not in default, dated within ten (10) business days of the application for payment.
4. Payments made on loans in the year prior to the repayment request that are less than the maximum yearly repayment amount will be eligible for the lesser amount paid only.
5. Employees who separate from County/CONFIRE employment are not entitled to prorated payments.
6. The lender information must be verified annually, and must not be older than ten (10) days prior to the application for payment.
7. If loans have been consolidated, proof of consolidation must be provided.
8. Employees must show proof of loan payments for each of the prior twelve (12) consecutive months.

D. Program Details

1. Payment will be made directly to the employee through EMACS. Payment will be subject to all required payroll deductions, and participants will be responsible for any and all applicable taxes resulting from the payments they receive.
2. Qualifying Student Loan shall mean a loan (or the portion of a loan, if consolidated) taken and used to cover the cost of an eligible qualifying degree. The determination of whether or to what extent a loan is a Qualifying Student Loan shall be made based on guidelines established by Human Resources.
3. Notwithstanding the foregoing, reimbursement under this Section shall be made subject to any additional conditions approved by the Appointing Authority or designee.

Section 14: Uniform Voucher

CONFIRE will provide a maximum of $400.00 voucher per fiscal year for uniform purchase the specified uniform. The employee is responsible for the purchase of such uniform to include approved pants, shirts, jackets, sweatshirts, belts, and shoes or boots. All such purchases of uniforms shall be made with such vendors as are selected by CONFIRE and CONFIRE's Appointing Authority or designee. CONFIRE shall make direct payment to the vendor up to the specified amount. Unused amounts shall not be carried over to the following fiscal year.

Employees who are on long-term leave of absence (6 pay periods or greater) who do not return to work will forfeit any unused and future uniform allowance.

ARTICLE 4: MODIFIED BENEFIT OPTION

Section 1: General Provisions

A. All full-time CONFIRE employees in regular positions shall be provided an opportunity to convert from a regular position with traditional benefits (i.e., traditional benefit option) to a regular position with modified benefits and a wage differential.

B. Employees may choose to enroll in the Modified Benefit Option (MBO) at hire or during the annual open enrollment period, and may choose to change to the traditional benefit option during subsequent open enrollment periods.

C. Employees who select the MBO must commit to work a minimum of 1,560 hours per calendar year.

D. In order to receive the benefits and wage differential of the MBO, the employee must specifically choose the Option.

Section 2: Modified Benefit Option Wage Differential

A. Employees who select the MBO shall receive a wage differential of 4% above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).

B. The wage differential shall be considered as part of the base hourly rate when calculating the following: CONFIRE contribution to the employee's Retirement Medical Trust (RMT) account, CONFIRE match to employee's contribution to County's 457(b) Deferred Compensation Plan, CONFIRE match to employee's contribution to County's 401(k) Defined Contribution Plan, differentials paid on a percentage basis (e.g., retention), sick leave conversion cash-out pursuant to Section 10 Retirement Medical Trust in Article 2 Benefits, and other leave cash-outs if any. Provided below is an example of how CONFIRE's contribution to the RMT would be calculated:

Example: Employee with 17 years of continuous County/CONFIRE service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is $70 per hour. This employee is eligible for a CONFIRE contribution to the RMT equal to 3.75% of the employee's base bi-weekly salary. CONFIRE contribution to the RMT is calculated as follows:

80 hours X ($70.00 per hour X 1.04 MBO Wage Differential) = $5,824 base bi-weekly salary for purposes of CONFIRE contribution to the RMT $5,824 X 3.75% Contribution Rate = $218.40

CONFIRE will contribute $218.40 to the RMT on behalf of the employee that pay period.

Section 3: Benefits and Leaves

Except as provided in Section 3 of this Article, employees who select the MBO shall receive the same benefits and leaves that employees who select the traditional benefit option receive.

A. Medical Coverage. Employees who select the MBO shall have the same medical plan options as employees who select the traditional benefit option (e.g., Blue Shield HMO, Kaiser HMO, Blue Shield Access + HMO, Kaiser Choice HMO, and Blue Shield PPO).

B. Medical Premium Subsidy (MPS).

Employees who select the MBO shall receive MPS in the following amounts per pay period:

Effective February 10, 2024 through July 11, 2026, the MPS amounts for employees enrolled in the MBO will be based on a percent of the MPS amounts for the Traditional Benefit Option (i.e., 71% Employee Only; 82% Employee + 1; 82% Employee + 2).

C. Dental Premium Subsidy (DPS). Employees who select the MBO and are enrolled in both County-sponsored medical and dental coverage whose premium costs for medical and dental exceeds the MPS shall be eligible to receive DPS up to $9.46 per pay period, but not to exceed the combined total of the employee's out-of-pocket premium expenses.

Section 4: Paid Time Off

A. Definition. Employees who select the MBO shall be granted Paid Time Off (PTO) in lieu of any other Vacation or Sick accrual leave provisions. However, employees shall continue to be eligible to receive Administrative Leave as provided in Section 1 Administrative Leave in Article 7 Leave Provisions. Additionally, employees shall receive holiday pay in accordance with Section 6 Holiday Leave in Article 7 Leave Provisions, except that employees shall not be eligible for the floating holiday.

B. Accumulation. Employees who select the MBO shall accrue PTO each pay period as provided in the chart below and shall be eligible for prior service credit in accordance with Section 14 Vacation Leave in Article 7 Leave Provisions. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum combined vacation and PTO accrual that may be carried over to future calendar years shall not be prorated. PTO shall be available for use on the first day following the pay period in which it is earned.

Service Hours	Annual PTO Allowance	Approximate Accrual Rate Per Pay Period	Maximum PTO Accrual That May Be Carried Over to a Future Calendar Year	Maximum Combined Vacation and PTO Accrual That May be Carried Over to a Future Calendar Year
0 through 8,320 service hours	120 hours	4.62 hours	272 hours	374 hours*
Over 8,320 through 18,720 service hours	160 hours	6.15 hours	362 hours	480 hours*
Over 18,720 service hours	200 hours	7.69 hours	452 hours	586 hours*

*The employee's maximum PTO accrual that may be carried over to a future calendar year may not exceed 272, 362, or 452, as applicable. Additionally, the maximum combined vacation and PTO accrual that may be carried over to a future calendar year for an employee who has a grandfathered maximum vacation accrual balance of more than 480 hours as allowed in Section 14 Vacation Leave in Article 7 Leave Provisions shall be this employee's grandfathered maximum vacation accrual balance plus 106 PTO hours. For example, if employee's grandfathered maximum vacation accrual balance is 600 hours, the maximum combined vacation and PTO accrual that may be carried over to a future calendar year shall be 706 hours (600 vacation hours plus 106 PTO hours). As indicated in Section 14 Vacation Leave in Article 7 Leave Provisions, the grandfathered maximum vacation accrual balance shall be adjusted annually at the end of each calendar year and shall never be increased.

Any PTO accrual balance at the end of the calendar year in excess of employee's maximum PTO accrual that may be carried over to a future calendar year shall be automatically cashed out and paid in accordance with Section 5(D)(2) of this Article. Additionally, any combined vacation/PTO accrual balance at the end of the calendar year in excess of the employee's allowed maximum combined vacation/PTO balance, in which vacation accruals do not exceed employee's allowed maximum vacation accrual balance, shall be cashed out in PTO hours paid in accordance with Section 5(D)(2) of this Article. For example, if an employee with a maximum combined accrual balance of 586 has 480 vacation hours (i.e., employee's vacation maximum accrual balance) and 200 PTO hours for a combined accrual balance of 680 hours, 94 PTO hours shall be automatically cashed out.

Section 5: Administration

A. PTO for Vacation Leave Purposes. When PTO has been requested for vacation leave purposes, PTO shall be administered according to Section 14 Vacation Leave of Article 7 Leave Provisions.

B. PTO for Sick Leave Purposes. When PTO has been requested for sick leave purposes, PTO shall be administered according to Section 12 Sick Leave of Article 7 Leave Provisions.

C. Separation. Employees separating from CONFIRE employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to Section 14 Vacation Leave of Article 7 Leave Provisions.

Exempt employees who are subsequently hired into a position in a bargaining unit that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation, floating holiday, and sick leave immediately.

D. PTO Cash-Out.

1. Elective Conversion. An employee may sell back PTO at the base hourly rate of pay of the employee as hereinafter provided, upon approval of the CONFIRE Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of PTO be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

   In order to sell back PTO prior to termination or retirement, an employee may exercise the following options:

   a. Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's PTO accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining in the last pay period of the calendar year will automatically be converted into cash in the last pay period of the calendar year.

   b. Option 2 - Existing Accruals. Existing PTO accruals may be cashed out in whole hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any PTO accruals in excess of the employee's maximum PTO accrual balance converted to cash. Such automatic PTO cash out shall be paid in Pay Period 1 of the next calendar year.

E. Accrual Carryover Following Benefit Change.

1. Traditional Benefit Option to Modified Benefit Option. Employees who convert from the traditional benefit option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation leave, sick leave, and a floating holiday after converting to the MBO. After converting to the MBO the employee shall be immediately eligible to accrue PTO.

   Any vacation leave accrual balance carried over to the MBO that is in excess of the employee's allowed maximum vacation leave accrual balance at the end of the calendar year shall be cashed out and paid in accordance with Section 14 Vacation Leave of Article 7 Leave Provisions. For example, an employee with a maximum vacation leave accrual balance of 480 hours begins MBO in pay period 16 and carries over 572 vacation hours. This employee then uses 20 vacation hours and has 552 vacation hours at the end of the last pay period of the calendar year. In this example, 72 vacation hours shall automatically cash out in pay period 1 of the next calendar year such that 480 vacation hours carries over to the next calendar year (552 hours – 72 hours = 480 hours).

   Vacation Cash-Out. Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and predesignated to cash-out vacation leave during the required pre-designation period while in the traditional benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash-out vacation leave while enrolled in the MBO unless employee intends to convert to the traditional benefit option during next calendar year's open enrollment period and start accruing vacation that calendar year.

Additionally, employees who select the MBO will continue to have the option to cash-out existing vacation accruals according to Section 14 Vacation Leave of Article 7 Leave Provisions.

2. Modified Benefit Option to Traditional Benefit Option. Employees who convert from the MBO to the traditional benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, floating holiday, and sick leave immediately; however, the maximum combined PTO and vacation accrual that may be carried over to a future calendar year shall not exceed this employee's allowed maximum vacation accrual balance at the end of the calendar year as established in Section 14 Vacation Leave of Article 7 Leave Provisions. Any combined excess leave hours at the end of the calendar year shall be cashed out as PTO hours and paid in accordance with Section 5(D)(2) of this Article. For example, an employee with a maximum vacation accrual balance of 480 hours begins the traditional benefit option in pay period 16 and carries over 150 PTO hours and 375 Vacation Leave hours and accrues an additional 68 vacation hours through pay period 26 (i.e., total combined leave at the end of calendar year equals 593 hours). In this example, 113 PTO hours shall automatically cash out in pay period 1 of the next calendar year such that 480 total combined vacation/PTO hours carries over to the next calendar year (593 hours – 113 hours = 480 hours). If employee has a grandfathered maximum vacation accrual balance, the grandfathered vacation accrual balance shall be the maximum combined vacation and PTO balance that may be carried over.

   PTO Cash-Out. Employees who met the eligibility requirements for the PTO cash-out prior to converting from the MBO to the traditional benefit option, and predesignated to cash-out PTO during the required pre-designation period while in the MBO, shall remain eligible to cash-out PTO. However, employees enrolled in the traditional benefit option shall not be eligible to pre-designate to cash-out PTO while enrolled in the traditional benefit option unless employee intends to convert to the MBO during next calendar year's open enrollment period and start accruing PTO that calendar year.

   Additionally, employees who convert from the MBO to the traditional benefit option will continue to have the option to cash-out existing PTO according to Section 5(D)(1)(b) of this Article.

ARTICLE 5: EMPLOYMENT PROVISIONS

Section 1: Access to Personnel Records

Personnel records are confidential and access to personnel records of the employees shall be limited to the CONFIRE's Director of Human Resources or designee, the Appointing Authority for CONFIRE, the Board of Directors, or their authorized representatives. Employees currently employed by CONFIRE and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records, subject to legal constraints, at the sole discretion of CONFIRE's Director of Human Resources or designee or upon the request of the employee or the Appointing Authority and upon approval of CONFIRE's Director of Human Resources or designee and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their CONFIRE supervisor/manager or Human Resources as appropriate.

Section 2: Classification

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each Exempt position. Whenever positions are subject to any change as a result of classification review, and are allocated within the CONFIRE Exempt Group, any Board of Directors action shall be made on the recommendation of the Appointing Authority for CONFIRE. Any request to review a classification action shall be submitted to the CONFIRE's Director of Human Resources or designee who shall have the final and binding authority in the review process determination. Positions allocated to the CONFIRE Exempt Group shall not be subject to any classification appeal procedure. Classification adjustments (upgrades and downgrades) are implemented in accordance with the Personnel Rules for Board-Governed Special Districts/Fire District.

Section 3: Classification Adjustments

A. Upgradings. An upgrading is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Personnel Rules for Board-Governed Special Districts/Fire District such employee's step placement in the new salary range shall be governed by the Section on "Promotions."

B. Downgradings. A downgrading is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the incumbent employee may continue at the same salary rate where the salary rate is within the new base salary range. Where an incumbent receives a salary rate greater than the maximum of the new base salary range, the CONFIRE's Director of Human Resources, may authorize continuation of the same salary rate to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary range maximum of the new classification exceeds the "X" step.

Section 4: Conditions of Employment

CONFIRE Exempt Group employees serve at the pleasure of the Appointing Authority for CONFIRE. Should an employee's position be abolished, CONFIRE will make reasonable efforts to place the employee in a comparable CONFIRE position based upon the employee's skills, knowledge and abilities, as well as consideration for the employee's length of service with CONFIRE. If reasonable efforts to place an Exempt employee in a comparable CONFIRE position are unsuccessful, the employee shall be subject to layoff by written notification by the Appointing Authority or designee, which notification shall be given at least ten (10) working days prior to the effective date of the layoff. An Exempt employee does not have any bumping rights to other CONFIRE positions, whether previously held or not.

Section 5: Demotions

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which the employee demoted as provided in the Order of Demotion.

An employee demoted for non-disciplinary reasons who returns to their former classification during the probationary period or within 2,080 service hours of promotion, shall be returned to the same salary step within the base salary range for the former classification that the employee was on prior to promotion. No credit shall be granted for hours worked at the promoted level for the next step advance due date.

An employee demoted for non-disciplinary reasons shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the classification to which the employee demotes, not to exceed the top step of the salary range of the applicable range with the approval of the Appointing Authority and the CONFIRE

Director of Human Resources or designee.

An employee who demotes for non-disciplinary reasons to a trainee classification for which the journey level classification is higher than the classification they demoted from, shall be placed on a step closest to, but not less than, their current base rate of pay on the salary range of the demoted classification to which the employee demoted. Employees whose current base rate of pay exceeds the top step of the salary range to which the employee demoted classification range shall be placed on the "X" step and retain their current base rate of pay. Provided that the "X" step continues to be above the top step of the demoted classification range, the employee shall receive no future salary rate increases until the employee has promoted to the journey level classification and the salary rate of that classification exceeds the "X" step. An employee who demotes for non-disciplinary reasons to a trainee classification for which the journey level classification is lower than the classification they demoted from shall retain the same salary rate, provided that the salary rate does not exceed the top step of the journey level classification. If the salary rate is higher than the top step of the journey level classification, the employee shall be placed at the top step of the base salary range of the lower journey level classification.

Section 6: Dual Appointments

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by CONFIRE's Director of Human Resources or designee, to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status.

Section 7: Employment Interview Expenses

For division level and above, the Appointing Authority or designee may approve reimbursement of interview expenses incurred by external candidates upon proof/receipts provided. Such reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport transit.

Section 8: Hours of Work

Employees shall be required to work during such hours as necessary to carry out the duties of their position, as designated by the Appointing Authority for CONFIRE and such hours may be varied so long as the work requirements and efficient operations of CONFIRE are assured.

The nature of Fair Labor Standards Act (FLSA) exempt employment for affected Exempt CONFIRE classifications is such that intermittent, occasional overtime is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the responsible position. These factors of time and effort are incorporated when the compensation level of FLSA exempt positions are established. In those instances where a position's work extends well beyond the normal hours of employment, CONFIRE's Appointing Authority or designee may authorize additional compensation in the form of cash payment or compensating time off, generally on a pre-approved and pre-scheduled basis. Circumstances for such compensation would include implementation of the intent of a Board of Directors approved program or emergency response.

For FLSA-covered employees in the Fire/Special Districts classifications, overtime is determined by the legal requirements of the FLSA. For FLSA-covered employees, the following overtime provisions apply.

A. Definition. Overtime shall be defined as all hours actually worked in excess of 40 hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave shall be considered as time actually worked. Overtime shall be reported in increments of full 15 minutes and is non-accumulative and non-payable when incurred in units of less than 15 minutes. Overtime shall not affect leave accruals.

B. Sick leave that is not pre-approved and sick leave used by employees on leave restriction shall not be considered as time actually worked for the purpose of calculating overtime. Pre-approved shall mean notice to management at least 48 hours prior to the beginning of the leave.

C. Overtime Compensation. Any employee authorized by the Appointing Authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case, overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment, upon request of the employee and approval of the Appointing Authority, an employee may accrue compensating time off at premium hours. Cash payment at the employee's regular rate of pay shall automatically be paid for any compensating time which exceeds 80 hours, for any such time which has not been taken within 26 pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion or termination of employment.

Section 9: Job Sharing and Part-Time Employment

CONFIRE will make reasonable accommodation for employees who express a request in writing to share their positions with other qualified employees or eligible persons or to work on a part-time basis. Jobs may be shared on an hourly or daily basis.

All benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific section. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific section provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by CONFIRE an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the CONFIRE.

Section 10: Promotions

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive the entrance rate of the new range or at least a five percent (5%) salary increase. An advanced step may be provided by the Appointing Authority up to a 7.5% increase in total not to exceed the top step of the higher base salary range. At the request of the Appointing Authority for CONFIRE and with the approval of CONFIRE's Director of Human Resources, an employee may be placed at a step above a 7.5% increase, not to exceed the top step of the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by CONFIRE's Director of Human Resources or designee.

or designee.

Section 11: Recruitment and Referral Bonus Programs

A. General. CONFIRE shall make available Recruitment and Referral Incentive Programs to assist in the recruitment and appointment of qualified individuals into hard-to-recruit regular positions in the CONFIRE Exempt Group, in accordance with the guidelines established herein.

B. Program Applicability. The Appointing Authority for CONFIRE or designee may apply the Recruitment and/or Referral Incentive Program(s) to assist in filling regular positions in CONFIRE. CONFIRE's Director of Human Resources or designee shall have the sole authority to determine the applicability and amounts.

C. Recruitment Bonus. An employee hired into a regular position/classification certified for participation in this Program shall be eligible to receive recruitment bonuses in accordance with the following:

1. Bonus Amount and Method of Payment. The eligible employee hired into a position/classification certified for participation in the Program shall receive no less than five hundred dollars ($500.00) and no more than one thousand dollars ($1,000.00) upon hire. An additional one thousand dollars ($1,000.00) shall be paid to the employee upon completion of 2,080 service hours in the position/classification for which the original bonus was granted. Each bonus payment shall be considered taxable income and subject to withholding.

2. Initial Leave Bank. The CONFIRE Director of Human Resources, or designee, may authorize a one-time initial leave bank for an employee hired into an exempt position or classification. Such leave banks shall be administered in accordance with applicable administrative policy and shall not exceed one hundred sixty (160) hours of vacation or paid personal leave, one hundred sixty (160) hours of sick leave, and one hundred twenty (120) hours of holiday leave. Approved leave bank hours shall be credited to the employee upon hire.

3. Limitations and Exclusions.

a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior the beginning date certified by CONFIRE's Human Resources or designee for that classification to be eligible for participation in the Recruitment Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by CONFIRE's Human Resources for that classification to be eligible for participation in the Recruitment Bonus Program.

   The bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

   The employee shall receive the 2nd installment of the recruitment bonus if the employee is "Meeting Standards" for the period that covers the 2nd installment. Such determination shall not be subject to review or appeal.

b. The initial leave bank is intended solely as a recruitment incentive. If the employee separates from CONFIRE employment within three (3) years of hire, any unused hours granted through the initial leave bank shall not be eligible for cash-out or conversion to compensation, except as otherwise required by applicable law, and such hours shall not be reported or treated as compensation earnable for retirement purposes to the extent permitted by law.

   Authorization of an initial leave bank shall be made on a case-by-case basis at the sole discretion of the Director of Human Resources or designee and shall not be subject to grievance, review, or appeal.

D. Referral Bonus. Any employee in a regular position who refers a qualified candidate for a position/classification certified for participation in this Program who is subsequently hired into the regular position may receive a referral bonus in accordance with the following:

1. Method of Referral. To be eligible for the recruitment bonus, the CONFIRE Application for Employment form must contain the name of the referring employee on the application.

2. Bonus Amount and Method of Payment. The referring employee shall receive a bonus of two hundred and fifty dollars ($250.00) for each referred candidate actually hired into an eligible regular position. An

additional five hundred dollars ($500.00) shall be paid upon that new employee's completion of 2,080 service hours. Said bonus shall be considered taxable income and subject to withholding.

3. Limitation and Exclusions.

a. No bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification prior to the beginning date certified by CONFIRE's Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program. Similarly, no bonus will be paid for any candidate whose name was placed on the eligible list for positions in the classification after the ending date certified by CONFIRE's Director of Human Resources or designee for that classification to be eligible for participation in the Referral Bonus Program.

b. Individuals assigned to employee recruitment as a primary function of their position shall not be eligible to receive this Bonus.

c. In cases where more than one employee is named as a "referring party," the recruitment bonus shall be equally split between the referring employees.

d. In cases where the referred employee resigns, transfers out of the eligible position, or is terminated prior to completion of 2,080 service hours, the additional five hundred dollars ($500) shall not be paid.

e. The referral bonus payment shall not be considered in determining regular rate of pay for purposes of computing overtime compensation; nor shall it be considered earnable compensation for purposes of retirement.

f. The Appointing Authority shall have sole responsibility and authority to determine eligibility for the 2nd installment of the referral bonus. Such determination shall not be subject to review or appeal.

Section 12: Recruitment Moving Allowance

A. The Appointing Authority may approve moving expenses up to but not exceeding three thousand dollars ($3,000) for division level and above employees new to CONFIRE employment for moving expenses authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire.

B. CONFIRE's Appointing Authority or designee may approve moving expenses up to, but not exceeding, five thousand dollars ($5,000) for any employees new to CONFIRE employment for whom CONFIRE's Appointing Authority or the Administrative Committee is the Appointing Authority. Reimbursement of moving expenses in excess of five thousand dollars ($5,000) must be approved by the Administrative Committee.

For all employees not covered by A or B above, the following provision applies:

C. To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, the Appointing Authority or designee may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with CONFIRE as follows:

Miles Relocated	Maximum Reimbursement
250*-1000 Miles	$1,000.00
1001-2000 Miles	$2,000.00
More than 2000 Miles	$2,500.00

*The 250-mile distance shall only apply if the relocation is from outside San Bernardino County.

Such reimbursement may be provided to employees upon initial employment with CONFIRE, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and

(3) agrees to remain employed in the regular position for at least twelve (12) months.

If the employee voluntarily resigns employment prior to completion of twelve months' service, the employee shall be required to reimburse CONFIRE for any payment made under this subsection. If the employee fails to reimburse CONFIRE the amount shall be recovered via payroll recovery from the employee's final pay.

Section 13: Reemployment

A. A regular employee who has separated from CONFIRE employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e. beginning the first day of work by the 365th calendar day), may receive restoration of salary step, vacation accrual rate, and sick leave balance, unless the employee has received payment for unused sick leave in accordance with the Article Retirement Medial Trust Fund, subject to the approval and conditions established by the Appointing Authority and CONFIRE's Director of Human Resources or designee. Such employees begin accruing vacation and sick leave and may utilize the same immediately. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board. The employee shall be required to serve a new probationary period, unless waived by CONFIRE's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.

B. A regular employee who has separated from CONFIRE employment and who is subsequently rehired to a regular position in the same job family within one year, (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the CONFIRE's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.

C. A regular employee who has separated from CONFIRE employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) day calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first (91) day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the CONFIRE's Director of Human Resources or designee. The employee shall be provided a new date of hire for purposes of CONFIRE seniority.

Section 14: Reemployment from Layoff

A regular employee who has been laid off from CONFIRE employment and is subsequently rehired to a regular position shall be reemployed in the same manner as described in the Reemployment Section. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

For purposes of this section, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of CONFIRE employment.

Section 15: Relocation

Employees who are required by order of the Appointing Authority for CONFIRE to change their principal place of residence because of a reassignment to meet the needs of the service or because of a layoff, will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars ($400.00) reimbursement towards the actual cost of relocating their personal furnishings and belongings.

Section 16: Salary Rate Adjustment

A salary rate (equity) adjustment is a change in the salary range assignment of an existing classification as a result of a classification/compensation study. Incumbent employees whose classification is assigned to a higher base salary range shall be placed on the step in the new range that is approximately a five percent (5%) salary increase, not to exceed the maximum step of the new range. The employee shall be eligible to advance to the next step, if applicable, upon completion of 2,080 service hours at the new range and step, in accordance with the requirements of the Salary Rates and Step Advancements section.

Section 17: Unclassified Service

Exempt positions serve in the Unclassified Service. These positions are at-will and have no appeal rights as they serve at the pleasure of the Appointing Authority.

Section 18: Severance

The CONFIRE Director of Human Resources or designee may, in appropriate circumstances, provide an employee who is separating from CONFIRE employment up to six months of the employee's annual salary and benefits in the form of administrative leave or a lump sum payment. The CONFIRE Director of Human Resources or designee,, in consultation with Legal Counsel for CONFIRE, is authorized to approve the administrative leave or payment; provided, however, no administrative leave may be granted or salary paid if allegations of conduct involving misappropriation of public funds or property, misuse or destruction of public property, acts that would constitute a felony or misdemeanor, malfeasance in office or conviction of a crime involving moral turpitude are pending against the employee.

ARTICLE 6: EXPENSE REIMBURSEMENT

Employees in the CONFIRE Exempt Group shall be reimbursed for all expenses incurred in connection with the conduct of CONFIRE business including, but not limited to: travel, lodging, meals, laundering, gratuities, and other related costs. Payment for actual expenses is subject to the approval of the Appointing Authority for CONFIRE. Reimbursement for expenses for travel and subsistence will be as listed below.

A. General Provisions. The purpose of this section is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of CONFIRE, except as may be otherwise provided in this Plan.

B. Responsibilities. It shall be the responsibility of each Appointing Authority for CONFIRE or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the Appointing Authority for CONFIRE or designee to incur a business expense or to exceed maximum allowable amounts provided in Section G below. Prior approval may be in the form of standing orders issued by the Appointing Authority for CONFIRE. Failure to obtain prior approval may result in denial of any expense claim (or excess amount) not pre-approved.

C. Travel Authorization.

1. All foreseeable travel requests must be submitted to the Financel Division four (4) weeks prior to travel. Out of state travel requests must be submitted six (6) weeks prior to travel.

2. Travel outside the State of California must be approved by the Appointing Authority for CONFIRE or designee except when the trip outside California is within twenty (20) miles of the California border or travel

through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the Finance Division on a travel request form.

3. The Appointing Authority for CONFIRE or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.

D. Authorization for Attendance at Meetings.

1. The Appointing Authority for CONFIRE or designee may authorize attendance at meetings at CONFIRE expense when the program material is directly related to an important phase of CONFIRE service and holds promise of benefit to the CONFIRE as a result of such attendance.

2. Authorization for attendance at meetings without expense reimbursement, but on CONFIRE time, may be granted when the employee is engaged on the CONFIRE's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to the CONFIRE.

E. Records and Reimbursements.

1. Requests for expense reimbursements should be submitted once each month and within one year of the date that expense was incurred.

2. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

   a. Subsistence, except as otherwise provided in this section.

   b. Private mileage (e.g., mileage to airport).

   c. Telephone and other communication related charges including Wi-Fi and internet access fees if needed to conduct CONFIRE business.

   d. Other authorized expenses of less than one dollar ($1.00).

3. Claims for expense reimbursement totaling less than one dollar ($1.00) in any fiscal year shall not be paid.

4. Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, personal grooming, alcoholic beverages, etc.

5. Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.

6. If original receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location, date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.

7. Expense reimbursements may be made via Electronic Fund Transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

F. Transportation Modes.

The general rule for selection of a mode of transportation is that mode which represents the lowest expense to CONFIRE. Where an employee is given the choice between several means of travel (e.g., use of a CONFIRE vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a CONFIRE vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the CONFIRE would have paid for the flight.

1. Travel via private automobile.

   a. Reimbursement for use of privately owned automobiles to conduct CONFIRE business shall be at the IRS allowable rate at the time the mileage was incurred.

      Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation related costs. CONFIRE does not provide any insurance for private automobiles used on CONFIRE business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on CONFIRE business.

   b. When employees, traveling on official CONFIRE business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

      Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between the employee's residence and the assigned work location.

2. Travel via rental vehicles. Reimbursement will be provided for the cost of a rental vehicle used for business purposes if such use is approved by the Appointing Authority. Rental vehicles are covered for liability and vehicle physical damage under the CONFIRE's insurance program. Reimbursement will not be provided for the additional costs incurred if any employee purchased any additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for CONFIRE business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

3. Travel via air. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate, including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via charter aircraft must be obtained from the Appointing Authority for CONFIRE.

4. Travel Via Ride-Share Service, Taxi, or Public/Mass Transit. Reimbursement will be provided for the cost of using a ride-share service, (e.g., Uber or Lyft), taxi, or public/mass transit (e.g., bus, streetcar, and ferry) if such expenses are incurred for County business and approved by the appointing authority.

5. Incidental Travel Expenses. Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees if such expenses are incurred as part of CONFIRE business and approved by the appointing authority. Valet parking will not be reimbursed unless self-parking is not available or security is a concern.

G. Subsistence.

1. Subsistence allowances for lodging and meals shall not be allowed without prior approval of the Appointing Authority for CONFIRE or designee as necessary for the purpose of conducting CONFIRE business. Meal and lodging selections should represent a reasonable cost to CONFIRE and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges greater than the allowances listed below in paragraph (2) and (3) may be authorized under special conditions, such as a

convention or conference requirement or if CONFIRE business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses, and except as provided below, for all meal expenses claimed.

2. An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate as established by the GSA, except as otherwise provided in paragraph (1) above.

3. Except as otherwise provided in paragraph (1) above, reimbursements for meal expenses for up to three separate meals per day may be provided as follows:

   a. With receipts: An employee may be reimbursed for meal expenses at actual cost not to exceed eleven dollars ($11) for breakfast; fifteen dollars ($15) for lunch; and twenty-four dollars ($24) for dinner, all plus tax and up to 15% gratuity.

   b. Without receipts: An employee may be reimbursed for meal expenses at per diem rates not to exceed six dollars ($6.00) for breakfast; nine dollars ($9.00) for lunch; and nineteen dollars ($19.00) for dinner, all plus tax and up to 15% gratuity.

4. Where the cost of a meal is included as part of a registration charge for an event (e.g., continental breakfast at a conference or training seminar) or in the cost of lodging, an employee may not claim reimbursement for that meal.

H. Expense Advances. Advancement of funds for business expenses can be obtained from the Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is fifty dollars ($50.00).

I. CONFIRE Credit Cards. The Appointing Authority may issue a CONFIRE credit card to an employee and require business expenses be paid for with said card. If unauthorized charges are placed on the card, the employee shall be required to reimburse CONFIRE. If the employee fails to reimburse the CONFIRE within fifteen (15) calendar days or prior to separation from CONFIRE service, the Auditor- Controller/Treasurer/Tax Collector’s Office may recover any unauthorized charges from the employee’s pay.

ARTICLE 7: LEAVE PROVISIONS

Employees in the CONFIRE Exempt Group shall apply available paid leave time whenever a leave of absence is approved.

Section 1: Administrative Leave

Effective pay period 1 of each year, an employee in a regular position who is in paid status will be provided with eighty (80) hours of Administrative Leave time for the employee's use. An eligible employee in a regular position who is part- time or job-sharing shall be eligible for a prorated number of Administrative Leave hours based on regularly scheduled hours. Employees newly entering the CONFIRE Exempt group after the beginning of Pay Period 1 shall receive a prorated number of hours. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their appointment. Employees not in paid status (i.e., not coding paid hours) in pay period 1 shall receive a prorated number of Administrative Leave hours upon return to paid status. Such proration shall be based upon the remaining number of pay periods in the calendar year nearest their return to paid status. However, an employee who is not in paid status during the entire calendar year, i.e., not in paid status from pay period 1 through pay period 26, or 27(when applicable), shall not receive Administrative Leave for the calendar year(s) during which he/she was not in paid status. For example, if an employee is not in paid status from November of 2014 through February 2016, and then returns to paid status in Mach 2016, the employee shall receive a prorated sum of Administrative Leave hours for calendar year 2016 upon her return to paid status but shall not receive the calendar year 2015 Administrative Leave because the employee was not in paid status for the entire 2015 calendar year.

Administrative leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour, upon the approval of the appointing authority, during the calendar year. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at the employee's then current base rate of pay. Employees may designate that cash outs of Administrative Leave be contributed to the County's 401(k) Plan or 457(b) Deferred Compensation Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay.

Section 2: Bereavement Leave

Employees in regular positions may use up to three (3) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of a member of the employee's immediate family as defined under Section 12(a)(1) of this Article. One (1) additional day shall be granted if the employee travels over one thousand (1,000) miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances. The Appointing Authority may request verification of distance traveled.

An employee who has been with CONFIRE for 30 days or more may utilize Bereavement Leave for each occurrence of reproductive loss. Reproductive loss includes failed adoption, failed surrogacy, miscarriage, stillbirth, and unsuccessful assisted reproduction as defined by California Government Code section 12945.6. The leave may be non-consecutive, but must be taken within 3 months of the event as defined by California Government Code section 12945.6(a)(7). If an employee experiences more than one reproductive loss event in a 12-month period, Bereavement Leave for reproductive loss shall not exceed 20 days within a 12-month period.

Section 3: Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the Appointing Authority to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay to recover with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the Appointing Authority to receive this benefit.

Section 4: Compulsory Leave

If, in the opinion of the Appointing Authority, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by CONFIRE's Director of Human Resources or designee or by their own physician or practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the Appointing Authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the appointing authority, and was required to submit to an examination, may not return to duty until such time as medical clearance has been submitted.

Employees shall be required to meet all prescribed qualifications for employment (e.g., licensure, certification, etc.). Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay, unless permitted to use appropriate accrued paid leave for which they are eligible, and may be subject to appropriate disciplinary action.

Section 5: Examination Time

Employees having regular status in regular positions at the time of application, or employees who do not have regular status but have previously held regular status and continuously remained a District employee, shall be entitled to a reasonable amount of time off with pay for the purpose of attending all examination processes (e.g., selection interviews, etc.) required for selection to a different CONFIRE. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. An employee is not entitled to compensation if the employee is able to complete the examination on his/her own non-working time (e.g., online exams).

Section 6: Holiday Leave

A. Fixed Holidays. All Exempt employees in regular positions shall be entitled to the following holidays:

January 1st	Second Monday in October
Third Monday in January	November 11th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19th	December 24th
July 4th	December 25th
First Monday in September	December 31st

B. Floating Holidays. Employees in regular positions shall be entitled to a total of eight (8) hours floating holiday time provided that the employee is not on unpaid leave for the entire pay period and is actively on the payroll for the pay period where the floating holiday is accrued. Eight (8) hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the Appointing Authority or designee. The Appointing Authority or designee has the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than eighty (80) hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis. The maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 112 hours at the end of calendar year 2010 shall be such employee's holiday leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the maximum holiday accrual balance for those employees with a balance greater than 112 hours shall be adjusted annually at the end of each calendar year, and shall never be increased. Effective pay period 14 of calendar year 2022, the maximum holiday leave accrual balance will increase to 120 hours. The maximum holiday leave balance that may be carried over to a future calendar year shall be 120 hours. However, employees with a grandfathered balance of more than 120 hours shall carry over their maximum grandfathered accrual balance.

Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the Appointing Authority or designee.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight (8) hours floating holiday time.

When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

C. Conversion of Holiday Leave to Cash.

1. Election Conversion. An employee may sell back holiday time at the base hourly rate of the employee as hereinafter provided, upon approval of the Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of holiday time be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

   In order to sell back holiday time prior to termination or retirement, an employee may exercise the following options:

   a. Option 1 - Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight (8) hours and may not exceed the annual amount to be accrued for the next calendar year. Once an election is made, the employee must request that the designated number of hours actually be sold back by Pay Period 25, or 26 when applicable, of the calendar year in which the election is effective, or the hours will automatically be converted into cash in the last pay period of the calendar year.

   b. Option 2 - Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of eight (8) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any holiday leave accruals in excess of the employee's maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.

   Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

Section 7: Jury Duty Leave

Employees in regular positions who are ordered/summoned to serve jury duty including Federal Grand Jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. When practicable, the Appointing Authority will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees volunteering to serve on a Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury in the same manner as provided in section, “Special Leaves of Absence without Pay.”

Section 8: Leave Accruals While on Disability Leave

Employees receiving the benefits of workers’ compensation or short-term disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee’s base salary. Paid personal leave time coded on the employee’s time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount. An employee who knowingly receives payment in excess of his or her regular base salary is required to report it to his or her Departmental payroll clerk.

Employees who are fully integrating accrued leave time with disability benefit(s) shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report only.

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period. Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions.

Section 9: Medical Emergency Leave

The Medical Emergency Leave policy is administered by the Employee Benefits and Services Division as follows:

A. The employee must have regular status with CONFIRE or one (1) year of continuous service in a regular position with CONFIRE.

B. The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation:

   1. Be on an approved medical leave of absence for at least thirty (30) calendar days (160 working hours) exclusive of an absence due to a work related injury/illness;

   2. Submit a doctor’s off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours);

   3. Have exhausted all useable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and

   4. Have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

C. An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers’ Compensations benefits. An employee eligible for State Disability Insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.

D. Vacation, holiday or administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of the donor's annual vacation, holiday, administrative leave or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by CONFIRE's Human Resources Division. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.

E. The donation is to be for the employee's Medical Emergency Leave only; the donation to one employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than 40 hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.

F. The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee. Medical Emergency Leave is not for use to care for a member of the employee's family. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by CONFIRE's medical evaluator or medical designee, is required. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long term leave of absence.

G. The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (e.g., MPS, DPS, Opt-out, and Waive amounts) per the minimum paid hours (i.e., paid status) per pay period requirement of the Medical and Dental Subsidy Section, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

H. An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.

I. Medical Emergency Leave hours will count toward the accountable hours used to determine holiday leave eligibility.

J. Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

K. Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

1. Employees who resign while on Medical Emergency leave (i.e., an approved leave of absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one-hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the beneficiary designated on the Beneficiary Designation For Last Warrant form on file with ATC shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by CONFIRE.

2. An employee on Medical Emergency Leave who has received the approval of his/her physician and

CONFIRE's medical evaluator to return to full time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall only be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave Section; however, such hours shall not be eligible for conversion (e.g., cash out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by CONFIRE.

3. An employee on Medical Emergency Leave who has received the approval of his/her physician and CONFIRE's medical evaluator to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may code Medical Emergency Leave for those hours the employee was restricted from working pursuant to a physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave, the employee is required to use those accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of other available leave accruals). For example, an employee who has returned to work on a part-time basis who has a balance of 10 hours of sick leave shall be required to use those sick leave hours before using Medical Emergency Leave hours. However, the employee may use any Medical Emergency Leave hours after exhausting accrued sick leave.

L. The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

M. Solicitation of donors shall be regulated by CONFIRE's Human Resources Division, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

N. All donors and donees shall sign release forms designed, retained and effected by the Employee Benefits and Services Division.

Section 10: Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a CONFIRE employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

A. Definition. Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

B. Notice and Orders. All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

C. Temporary Active Duty. Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by CONFIRE for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Subsection (E) of this Section.

D. Full-Time Active Duty employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the Appointing Authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333. Specifically, a returning employee will receive restoration of original hire, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from CONFIRE employment, except as provided in the Temporary Duty provision.

E. Compensation. This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (C) and (D) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

F. Extension of Benefits. CONFIRE recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001 and who are eligible to receive the thirty (30) calendar days military leave compensation, and are on an involuntary order as defined by Enclosure 4 of the Department of Defense Instruction 1215.06, shall receive the difference between their base CONFIRE salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for the period approved by the Board of Directors. During this period, CONFIRE will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement system contributions and service credit will be granted if the employee had enough pay to cover the entire retirement system contribution. If the employee does not receive enough pay to cover the retirement system contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full CONFIRE payment for the first 30 days of military leave provided in (E) of this Article, the extended payments provided under this Subsection shall be suspended and shall be continued after the 30 days compensation has been completed.

G. Vacation and Military Leave. Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Subsection (C) of this Section. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Subsection (F) of this Section under the following conditions:

1. The employee must decline in writing the benefits of Subsection (F) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
2. The employee must use accrued leave time for the entire pay period (i.e., CONFIRE pay will not be integrated with military pay for partial pay periods).
3. Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
4. Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Section will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 11: Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 13 of this Article.

Section 12: Sick Leave

A. Definition. Sick Leave with pay is an insurance or protection provided by CONFIRE to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, dental appointment, or for certain purposes related to being a victim of domestic violence, sexual assault, or stalking, or other purpose authorized herein.

1. Family Member. Family member, as defined by Labor Code § 245.5, is a parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling, or any person designated by the employee at the time the employee requests paid sick days. An employee shall not identify more than one “designated person” as a family member in a 12-month period from the first date of designation. A child means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis. Parent means a biological, foster, or adoptive parent, a stepparent, legal guardian of the employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child of the employee or the employee’s spouse or registered domestic partner. Domestic Partner is defined by Family Code § 297.
2. Extended Family. Extended family is defined as parent/sibling-in-law, aunt, uncle, niece, nephew, or any step relations as defined herein.

B. Accumulation. Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro rata basis. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on pro-rata basis; provided, however, that there shall be no proration of the maximum accumulations.

C. Compensation. Approved sick leave with pay shall be compensated at the employee's base rate of pay. The minimum charge against accumulated sick leave shall be (15) minutes.

D. Administration

1. Investigation. It shall be the responsibility and duty of each Appointing Authority to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the CONFIRE's Director of Human Resources or designee.

2. Notice of Sickness. In twenty-four (24) hour departments, the Appointing Authority or designee should be notified at least two (2) hours prior to the start of the employee's scheduled tour of duty of a sickness on the first day of absence and must be notified at least one (1) hour prior to the start of the employee's scheduled tour of duty. In other departments, the Appointing Authority or designee must be notified within one-half (1/2) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence.

   It is the responsibility of the employee to keep the Appointing Authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.

   If the employee receives a doctor's off-work order and provides notice of same to the Appointing Authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the Appointing Authority that one has been issued, the employee shall be required to contact the department daily in accordance with the time-frame above.

E. Review. The CONFIRE's Director of Human Resources or designee may review and determine the justification of any request for sick leave with pay or without pay and may, in the interest of CONFIRE, require information from a doctor to support a claim for sick leave pay.

F. Proof. A doctor's certificate shall be provided by the employee in all cases of absence due to illness if requested by the Appointing Authority. All requests for proof of illness shall be made in compliance with the Labor Code and other law.

G. Improper Use. Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

H. Sick Leave for Other than Personal Illness/Injury

1. Family Sick Leave. A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon family members of the employee who require the attention of the employee.

   Upon approval of the Appointing Authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.

2. Bereavement. A maximum of three days earned sick leave may be used per occurrence for bereavement due to the death of an employee's family member as defined in section 12.A.1, except for a person "designated" by the employee for sick leave purposes, and for any member of the employee's extended family as defined in section 12.A.2 , as defined herein, or any relative who resided with the employee.

3. Birth/Adoption. A maximum of forty (40) hours of earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his/her child.

4. Medical, optical or dental appointments. The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

I. Return-to-Work Medical Clearance

Under any of the following circumstances, all employees who have been off work due to an illness or injury will report to CONFIRE's medical evaluator before returning to work.

1. Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies both to occupational and non-occupational illness or injury.

2. Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

3. Employees who have been absent on account of serious medical condition, when so directed by Appointing Authority.

Employees are required to attend return-to-work medical appointments at CONFIRE's medical evaluator on their own time; however, mileage for attending such appointments eligible for reimbursement pursuant to the Expense Reimbursement provision.

It is the responsibility of the employee to obtain written notice from the medical provider of authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, CONFIRE shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to his or her Appointing Authority immediately upon receipt of the medical provider's authorization to return to work, and no later than 24 hours after receipt of the notice. The Appointing Authority or designee will schedule an appropriate medical evaluation for the employee with the CONFIRE's medical evaluator prior to the employee's return to work. The employee shall provide the medical provider's written notice of authorization to return to work to the medical evaluator at or prior to the employee's scheduled appointment time.

Exceptions to the above requirements may be made on a case-by-case basis by CONFIRE's medical evaluator or medical designee.

The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay caused by either the medical evaluator or CONFIRE that, in turn, results in a delay between the employee's appointment with the medical evluatorand the start of his or her scheduled tour of duty on the day that he or she was released to return to work, CONFIRE will pay for work hours missed, without charge to the employee's leave balances.

The final decision on the employee's ability to return to work rests with the medical provider at the medical evaluator. In the event the employee is not released to return to work by the medical provider at the medical evaluator, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

J. Workers' Compensation

Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee. Employees eligible for salary continuation pursuant to Labor Code 4850 are not entitled to this paid time.

Employees covered by Section 4850 of the Labor Code who are injured in the line of duty are entitled to full salary in lieu of Workers' Compensation benefits and sick leave for a period not to exceed one (1) year. After the employee has used one (1) full year of such "4850 time," said employee may use accumulated sick leave with pay with the approval of the Appointing Authority to augment temporary disability payments if said employee is still temporarily disabled by order of an accepted physician under the Workers' Compensation sections or until said employee is retired.

K. Separation. Unused sick leave shall not be payable upon separation of the employee, except as provided in the Section Retirement Medical Trust Fund.

L. Sick Leave Conversion. While employed by CONFIRE, employees who have contributed to a public sector retirement(s) for over five (5) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of two hundred (200) hours for vacation time on the following basis.

Sick Leave Balance at Time of Conversion	Sick Leave to Vacation Leave Conversion Ratio
201 to 599 hours	3 sick hours to 1 hour vacation
600 to 799 hours	2.5 sick hours to 1 hour vacation
800 or more hours	2 sick hours to 1 hour vacation

Any such exchange must be made in ten (10) hour increments of accrued sick leave under the procedures established by the CONFIRE's Director of Human Resources. Employees may elect this exchange once per calendar year.

Section 13: Special Leaves of Absence Without Pay

A. General Provisions

A special leave of absence without pay may be granted to an employee who is:

1. Medically incapacitated to perform the duties of the position.
2. Desires to engage in a relevant course of study, which will enhance the employee's value to CONFIRE.
3. Takes a leave of absence pursuant to the federal Family Medical Leave Act, the California Family Rights Act, and/or provision under Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave Act.
4. For any reason considered appropriate by the Appointing Authority and the CONFIRE's Director of Human Resources or designee.

B. Type of Leave of Absences

There are four types of leaves of absences. All requests must be in writing and require the approval of the

Appointing Authority or designee and the CONFIRE's Director of Human Resources or designee. Upon request, the Appointing Authority or designee and the CONFIRE's Director of Human Resources or designee may grant successive leaves of absence.

1. Leave of absence with right to return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

2. Family Leave. Leaves of absence will be granted in accordance with the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provision under the Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

   An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in the Medical and Dental Subsidy Section of this Compensation Plan. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least 30 days before commencement, where possible.

   In instances where the leave is for the birth or placement of a child and both husband and wife are CONFIRE employees, both employees are limited to a total of 12 weeks between them.

3. Leave of absence without right to return.

   a. Definition. Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

   b. Benefits upon Rehire. An employee who is reemployed within 90 days after the expiration of the leave of absence without right to return shall retain the following benefits:

      - Hire date;
      - Hire date for purposes of leave accruals and step advances, except that the employee will not receive service credit for the period of time the employee is on leave of absence without right to return.

      To be reemployed and retain the above benefits, the employee must be appointed to a position no later than 90 calendar days after the date of expiration of the leave of absence. The 90 days shall run concurrently with the first 90 days of the three-hundred sixty-five (365) day period provided in the Section on Reemployment.

   c. Rehire Process. An employee may be reemployed in the same CONFIRE classification from which the employee took the leave of absence with the approval of the Appointing Authority or designee. Alternatively, the employee must apply through Human Resources by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions in the Personnel Rules for Board-Governed Special Districts/Fire District. The employee shall be required to serve a new probationary period. The CONFIRE's Director of Human Resources or designee has the discretion to waive the requirement to serve a new probationary period.

4. Medical Leave of Absence.

   a. Definition. A medical leave of absence up to one (1) year may be granted to employees with regular status who suffer from an illness or serious mental illness. Such leave of absence will only be granted after Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and/or Pregnancy Disability Leave (PDL) provisions of the Fair Employment and Housing Act (FEHA) have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

      The employee will be removed from his/her position so that CONFIRE may fill behind the employee. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

      Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the Division from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the soonest date after that for which CONFIRE has a vacancy (but in no event later than ninety (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

Section 14: Vacation Leave

A. Definition. Vacation is a right earned as a condition of employment to a leave of absence with pay for the recreation and wellbeing of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the Appointing Authority.

B. Accumulation. Employees in regular positions scheduled to work eighty (80) hours per pay period shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has worked six (6) pay periods from the employee's hire date. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro- rata basis.

Length of Service from Hire Date	Annual Vacation Allowance
Hire Date through 8,320 service hours	80 Hours
Over 8,320 and through 18,720 service hours	120 Hours
Over 18,720 service hours	160 Hours

   The maximum vacation leave accrual balance that may be carried over to a future calendar year shall be 480 hours. However, the maximum vacation accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 480 hours at the end of calendar year 2010 shall be such employee's vacation leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the maximum vacation accrual balance for those employees with a balance greater than 480 hours shall be adjusted annually at the end of each calendar year, and shall never be increased.

C. Administration

   1. Vacation periods should be taken annually with the approval of a CONFIRE supervisor/manager at such time as will not impair the work schedule or efficiency of CONFIRE but with consideration given to the well-

being of the employee.

2. The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.

3. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

4. Employees not planning to return to CONFIRE employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave or be compensated in a lump sum payment for accrued vacation leave.

D. Prior Service. New employees hired into CONFIRE in regular positions who have been employed by the private sector or a public jurisdiction in a comparable position or a position which has prepared such employees for an assignment to a position in the Exempt Group may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the CONFIRE's Director of Human Resources or designee. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter but in no event later than one (1) year from the employee's hire date.

E. Conversion of Vacation Leave.

1. Elective Conversion. An employee may sell back vacation time at the base hourly rate of pay of the employee as hereinafter provided, upon approval of the CONFIRE Appointing Authority. Eligible employees may exercise this option under procedures established by the CONFIRE. In lieu of cash, the employee may designate that part or all of the value of vacation leave be contributed to the County's section 401(k) Defined Contribution Plan or section 457(b) Deferred Compensation Plan.

   In order to sell back vacation time prior to termination or retirement, an employee may exercise the following options:

   a. Option 1 – Elective Cash out of Future Accruals. Employees must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation leave accrual. Such election must be made in increments of not less than ten (10) hours and may not exceed one hundred sixty (160) hours. All designated hours remaining in the last pay period of the calendar year will automatically be converted into cash in the last pay period of the calendar year.

   b. Option 2 – Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.

2. Automatic Conversion. At the end of the calendar year, an employee shall automatically have any vacation leave accruals in excess of the employee's maximum vacation leave accrual balance converted to cash. Such automatic vacation leave cash out shall be paid in Pay Period 1 of the next calendar year.

   At termination of employment, all existing vacation leave accruals shall be converted to cash and paid to the employee.

Section 15: Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen outside of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to CONFIRE. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g. it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

ARTICLE 8: TUITION REIMBURSEMENT AND MEMBERSHIP DUES

CONFIRE shall establish an individual, departmental fund in the amount of $1,000 for each fiscal year for each regular employee in the Exempt Group to reimburse employees for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), providing each expenditure enhances furtherance of CONFIRE or continuing education goals. Requests for reimbursement must be approved in advance by the Appointing Authority and shall not be paid in increments less than $10.00 per fiscal year. The individual department fund is in addition to department budgeted and mandated training and memberships.

Employees who successfully complete job-related education or courses may submit a request to be reimbursed beyond the limit of $1,000 to their Appointing Authority for review. The Appointing Authority must then request and receive approval from CONFIRE's Executive Director to reimburse beyond the limit of $1,000 per fiscal year per employee. In order to be eligible for tuition reimbursement under this provision, the employee must take such course work outside regular work hours, and shall do no productive work for CONFIRE while attending the courses.

No employee shall receive tuition reimbursement in excess of the limitation determined by the Internal Revenue Service. Eligibility for reimbursement is contingent upon an approved course or seminar, completed with, where applicable, a grade of "C" or better or "pass" when taken on a pass/fail basis, except in extenuating circumstances where such a situation as verifiable illness prevents an individual from completing a course.

If reimbursement is approved and paid to the employee, and the employee leaves	Reimbursement
Within 9 months	100%
After 9 months, until 18 months	50%
After 18 months, until 24 months	25%
After 24 months	0%

Benefits under this Tuition Reimbursement and Membership Dues Article shall be pro-rated for job share and part-time employees.

ARTICLE 9: VOLUNTARY TIME OFF

The Voluntary Time Off (VTO) Program is intended to provide Exempt employees a means of taking unpaid time off work (i.e., non-compensated), without losing benefits (e.g., Medical Premium Subsidy, Dental Premium Subsidy, Opt-out/Waive amount, Vision Care, Retirement Medical Trust employer contribution, and Life Insurance) which depend on the employee being in a paid status. The following conditions apply:

A. VTO may be taken in the same manner as vacation time except that VTO must be used in one-hour increments and is limited to 80 hours per calendar year.

B. When VTO is taken, leave accruals continue as if the employee was on paid time. VTO time counts toward satisfying the minimum hour requirement to receive benefits, such as Medical Premium Subsidy, Dental

Premium Subsidy, Opt-out/Waive amount, CONFIRE-paid Life Insurance, and CONFIRE-paid Vision Care.

C. VTO does not count as hours worked for purposes of computing overtime, if applicable. Contributions to the retirement system under the Retirement System Contributions section will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period.

Pursuant to applicable law, Tier 1 system members are eligible for full service credit for the pay period in which VTO is used and the employer contribution would be based on the employees' normal compensation earnable.

Pursuant to applicable law, Tier 2 members are eligible for a reduced service credit amount for the pay period in which VTO was used and the employer contribution would be based on the employees' actual earnings for that pay period.

D. VTO may not be used for situations that would otherwise require leave without pay, such as an employee on short-term disability, or in conjunction with leave without pay.

E. VTO is an entirely voluntary program. No employee may be required to take VTO.

F. VTO may be taken by request of the employee and upon approval of the appointing authority.

ARTICLE 10: DEFINITIONS

The following definitions apply to the terms used in the Plan unless another definition is specified.

Appointing Authority – Refers to the department head of CONFIRE. It also includes any person who is designated as acting department head, employees acting for the department head during the absence of the department head, and/or employees delegated all authority to act on behalf of the appointing authority on a regular basis.

Base Rate of Pay or Base Hourly Rate – The employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix B).

Base Biweekly Salary or Biweekly Base Salary – Employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period. Base hours paid does not include time without pay or disability payments such as Short-Term Disability or workers' compensation.

Calendar Year – Refers to pay period 1 through 26, or 27 when applicable, of the same year.

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

Director of Human Resources – Refers to the incumbent in the Director of Human Resources position. It also includes any person who has been designated as acting Director of Human Resources, employees acting for the Director during the absence of the Director of Human Resources, and/or employees delegated authority approval on a regular basis by the Director of Human Resources.

Fiscal Year – Ordinarily refers to pay period 15 of one year through pay period 14 of the following year.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, paid time off (PTO), sick, holiday, or compensatory time. It does not include unpaid hours or disability payments (excluding Labor Code 4850 time) such as Short Term Disability or workers compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Regular Position – Refers to a position authorized by the Board of Directors that may be budgeted at either a full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status - Refers to the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position, as applicable.

Service Hours – Refers to paid hours from an employee's most recent date of hire in a regular position and during an employee's regular tour of duty, up to eighty (80) hours per pay period. Time without pay, disability payments (excluding Labor Code 4850 time), Medical Emergency Leave and overtime hours do not count as service hours.

CONFIRE/County Service or Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from CONFIRE or County employment.

ARTICLE 11: PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by CONFIRE, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars ($25.00) or less, the overpayment will be recovered in one (1) pay period. The Auditor-Controller/Treasurer/Tax Collector's Office or Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. A meeting may be requested by the employee with the CONFIRE payroll section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the Human Resources Division Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half times as long as the overpayment period. If the employee leave employment prior to repayment of overage the Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

In situations involving underpayment to an employee by CONFIRE, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the Appointing Authority/CONFIRE's Human Resources Director or designee..

In those situations where the employee has been underpaid by seven and one- half percent (7½ %) or more of their base pay in the immediately preceding pay period, through no fault of their own, the employee may request an on-demand payment to correct the error. The CONFIRE payroll section shall complete the request for on-demand pay adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller/Treasurer/Tax Collector's Office within one (1) working day of receipt of the employee's request. The Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt for the on-demand pay from the department. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number or hours in their usual work schedule.

The CONFIRE's Human Resources Director or designee must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

APPENDIX A: SALARY AND BENEFIT GROUPS

Job Code	Classification	Benefit Group	Salary Range
44799	Administrative Assistant	D	E28D
60005	Clerk of the Board	C	E56C
40000	Communications Director	B	E66B
	Contract and Grants Manager	C	E55C
	Cultural Officer	C	E55C
60001	Deputy Executive Director	B	E76B
	ECC Chief	C	E61C
	ECNS Director	B	E66B
	EMS and Transport Director	B	E66B
60006	Executive Assistant	D	E43D
60000	Executive Director	B	E85B
60002	Finance Administration Director	C	E72C
60003	Finance Manager	C	E55C
60007	HR Generalist	D	E43D
	Health and Wellness Director	B	E66B
	Human Resources Manager	C	E70C
	Logistics Manager	C	E55C
46404	Management Analyst	D	E49D
60004	MIS Director	B	E66B
40219	MIS Manager	C	E59C
	Professional Standards Manager	C	E55C
	Risk Manager	C	E55C

Consolidated Fire Agencies

Item 10.

Exempt Employee Compensation Plan Salary Tables - Effective 2/21/2026

Ranges Eff. 02/21/2026		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
E28D	Hourly	28.29	29.00	29.62	30.37	31.07	31.82	32.55	33.33	34.11	34.94	35.76	36.64	37.52	38.41	39.38	40.36		
	Approx Bi-Wk	2,263.20	2,320.00	2,369.60	2,429.60	2,485.60	2,545.60	2,604.00	2,666.40	2,728.80	2,795.20	2,860.80	2,931.20	3,001.60	3,072.80	3,150.40	3,228.80		
	Approx. Mon	4,903.60	5,026.67	5,134.13	5,264.13	5,385.47	5,515.47	5,642.00	5,777.20	5,912.40	6,056.27	6,198.40	6,350.93	6,503.47	6,657.73	6,825.87	6,995.73		
	Annual	58,843.20	60,320.00	61,609.60	63,169.60	64,625.60	66,185.60	67,704.00	69,326.40	70,948.80	72,675.20	74,380.80	76,211.20	78,041.60	79,892.80	81,910.40	83,948.80		
E43D	Hourly	40.26	41.24	42.21	43.24	44.29	45.36	46.44	47.55	48.70	49.89	51.11	52.34	53.62	54.90	56.30	57.69		
	Approx Bi-Wk	3,220.80	3,299.20	3,376.80	3,459.20	3,543.20	3,628.80	3,715.20	3,804.00	3,896.00	3,991.20	4,088.80	4,187.20	4,289.60	4,392.00	4,504.00	4,615.20		
	Approx. Mon	6,978.40	7,148.27	7,316.40	7,494.93	7,676.93	7,862.40	8,049.60	8,242.00	8,441.33	8,647.60	8,859.07	9,072.27	9,294.13	9,516.00	9,758.67	9,999.60		
	Annual	83,740.80	85,779.20	87,796.80	89,939.20	92,123.20	94,348.80	96,595.20	98,904.00	101,296.00	103,771.20	106,308.80	108,867.20	111,529.60	114,192.00	117,104.00	119,995.20		
E49D	Hourly	46.44	47.55	48.70	49.89	51.11	52.34	53.62	54.90	56.24	57.59	59.01	60.45	61.92	63.43	65.00	66.63		
	Approx Bi-Wk	3,715.20	3,804.00	3,896.00	3,991.20	4,088.80	4,187.20	4,289.60	4,392.00	4,499.20	4,607.20	4,720.80	4,836.00	4,953.60	5,074.40	5,200.00	5,330.40		
	Approx. Mon	8,049.60	8,242.00	8,441.33	8,647.60	8,859.07	9,072.27	9,294.13	9,516.00	9,748.27	9,982.27	10,228.40	10,478.00	10,732.80	10,994.53	11,266.67	11,549.20		
	Annual	96,595.20	98,904.00	101,296.00	103,771.20	106,308.80	108,867.20	111,529.60	114,192.00	116,979.20	119,787.20	122,740.80	125,736.00	128,793.60	131,934.40	135,200.00	138,590.40		
E55C	Hourly	54.59	55.88	57.24	58.58	59.96	61.40	62.87	64.38	65.93	67.52	69.15	70.81	72.53	74.28	76.13	78.03		
	Approx Bi-Wk	4,367.20	4,470.40	4,579.20	4,686.40	4,796.80	4,912.00	5,029.60	5,150.40	5,274.40	5,401.60	5,532.00	5,664.80	5,802.40	5,942.40	6,090.40	6,242.40		
	Approx. Mon	9,462.27	9,685.87	9,921.60	10,153.87	10,393.07	10,642.67	10,897.47	11,159.20	11,427.87	11,703.47	11,986.00	12,273.73	12,571.87	12,875.20	13,195.87	13,525.20		
	Annual	113,547.20	116,230.40	119,059.20	121,846.40	124,716.80	127,712.00	130,769.60	133,910.40	137,134.40	140,441.60	143,832.00	147,284.80	150,862.40	154,502.40	158,350.40	162,302.40		
E56C	Hourly	55.86	57.21	58.58	59.96	61.40	62.87	64.38	65.93	67.52	69.15	70.81	72.53	74.28	76.06	77.97	79.92		
	Approx Bi-Wk	4,468.80	4,576.80	4,686.40	4,796.80	4,912.00	5,029.60	5,150.40	5,274.40	5,401.60	5,532.00	5,664.80	5,802.40	5,942.40	6,084.80	6,237.60	6,393.60		
	Approx. Mon	9,682.40	9,916.40	10,153.87	10,393.07	10,642.67	10,897.47	11,159.20	11,427.87	11,703.47	11,986.00	12,273.73	12,571.87	12,875.20	13,183.73	13,514.80	13,852.80		
	Annual	116,188.80	118,996.80	121,846.40	124,716.80	127,712.00	130,769.60	133,910.40	137,134.40	140,441.60	143,832.00	147,284.80	150,862.40	154,502.40	158,204.80	162,177.60	166,233.60		
E59D	Hourly	59.01	60.45	61.92	63.43	64.96	66.56	68.16	69.83	71.56	73.32	75.09	76.93	78.81	80.76	82.78	84.85		
	Approx Bi-Wk	4,720.80	4,836.00	4,953.60	5,074.40	5,196.80	5,324.80	5,452.80	5,586.40	5,724.80	5,865.60	6,007.20	6,154.40	6,304.80	6,460.80	6,622.40	6,788.00		
	Approx. Mon	10,228.40	10,478.00	10,732.80	10,994.53	11,259.73	11,537.07	11,814.40	12,103.87	12,403.73	12,708.80	13,015.60	13,334.53	13,660.40	13,998.40	14,348.53	14,707.33		
	Annual	122,740.80	125,736.00	128,793.60	131,934.40	135,116.80	138,444.80	141,772.80	145,246.40	148,844.80	152,505.60	156,187.20	160,014.40	163,924.80	167,980.80	172,182.40	176,488.00		
E61C	Hourly	62.87	64.38	65.93	67.52	69.15	70.81	72.53	74.28	76.06	77.90	79.78	81.74	83.68	85.71	87.85	90.05		
	Approx Bi-Wk	5,029.60	5,150.40	5,274.40	5,401.60	5,532.00	5,664.80	5,802.40	5,942.40	6,084.80	6,232.00	6,382.40	6,539.20	6,694.40	6,856.80	7,028.00	7,204.00		
	Approx. Mon	10,897.47	11,159.20	11,427.87	11,703.47	11,986.00	12,273.73	12,571.87	12,875.20	13,183.73	13,502.67	13,828.53	14,168.27	14,504.53	14,856.40	15,227.33	15,608.67		
	Annual	130,769.60	133,910.40	137,134.40	140,441.60	143,832.00	147,284.80	150,862.40	154,502.40	158,204.80	162,032.00	165,942.40	170,019.20	174,054.40	178,276.80	182,728.00	187,304.00		
E66B	Hourly	-	-	77.28	79.06	80.89	82.80	84.74	86.69	88.70	90.79	92.92	95.14	97.37	99.64	102.14	104.70	107.30	110.00
	Approx Bi-Wk	-	-	6,182.40	6,324.80	6,471.20	6,624.00	6,779.20	6,935.20	7,096.00	7,263.20	7,433.60	7,611.20	7,789.60	7,971.20	8,171.20	8,376.00	8,584.00	8,800.00
	Approx. Mon	-	-	13,395.20	13,703.73	14,020.93	14,352.00	14,688.27	15,026.27	15,374.67	15,736.93	16,106.13	16,490.93	16,877.47	17,270.93	17,704.27	18,148.00	18,598.67	19,066.67
	Annual	-	-	160,742.40	164,444.80	168,251.20	172,224.00	176,259.20	180,315.20	184,496.00	188,843.20	193,273.60	197,891.20	202,529.60	207,251.20	212,451.20	217,776.00	223,184.00	228,800.00
E70C	Hourly	77.90	79.78	81.74	83.68	85.71	87.79	89.91	92.14	94.36	96.66	99.01	101.39	103.88	106.42	109.10	111.82		
	Approx Bi-Wk	6,232.00	6,382.40	6,539.20	6,694.40	6,856.80	7,023.20	7,192.80	7,371.20	7,548.80	7,732.80	7,920.80	8,111.20	8,310.40	8,513.60	8,728.00	8,945.60		
	Approx. Mon	13,502.67	13,828.53	14,168.27	14,504.53	14,856.40	15,216.93	15,584.40	15,970.93	16,355.73	16,754.40	17,161.73	17,574.27	18,005.87	18,446.13	18,910.67	19,382.13		
	Annual	162,032.00	165,942.40	170,019.20	174,054.40	178,276.80	182,603.20	187,012.80	191,651.20	196,268.80	201,052.80	205,940.80	210,891.20	216,070.40	221,353.60	226,928.00	232,585.60		
E72B	Hourly	84.72	86.69	88.70	90.79	92.92	95.14	97.37	99.64	102.03	104.40	106.88	109.43	112.02	114.69	117.54	120.48		
	Approx Bi-Wk	6,777.60	6,935.20	7,096.00	7,263.20	7,433.60	7,611.20	7,789.60	7,971.20	8,162.40	8,352.00	8,550.40	8,754.40	8,961.60	9,175.20	9,403.20	9,638.40		
	Approx. Mon	14,684.80	15,026.27	15,374.67	15,736.93	16,106.13	16,490.93	16,877.47	17,270.93	17,685.20	18,096.00	18,525.87	18,967.87	19,416.80	19,879.60	20,373.60	20,883.20		
	Annual	176,217.60	180,315.20	184,496.00	188,843.20	193,273.60	197,891.20	202,529.60	207,251.20	212,222.40	217,152.00	222,310.40	227,614.40	233,001.60	238,555.20	244,483.20	250,598.40		
E76B	Hourly	92.93	95.14	97.37	99.64	102.03	104.40	106.88	109.43	112.02	114.69	117.40	120.21	123.05	125.99	129.14	132.37		
	Approx Bi-Wk	7,434.40	7,611.20	7,789.60	7,971.20	8,162.40	8,352.00	8,550.40	8,754.40	8,961.60	9,175.20	9,392.00	9,616.80	9,844.00	10,079.20	10,331.20	10,589.60		
	Approx. Mon	16,107.87	16,490.93	16,877.47	17,270.93	17,685.20	18,096.00	18,525.87	18,967.87	19,416.80	19,879.60	20,349.33	20,836.40	21,328.67	21,838.27	22,384.27	22,944.13		
	Annual	193,294.40	197,891.20	202,529.60	207,251.20	212,222.40	217,152.00	222,310.40	227,614.40	233,001.60	238,555.20	244,192.00	250,036.80	255,944.00	262,059.20	268,611.20	275,329.60		
E85B	Hourly	114.69	117.40	120.21	123.05	125.99	129.02	132.08	135.26	138.52	141.82	145.26	148.72	152.32	155.98	159.88	163.89		
	Approx Bi-Wk	9,175.20	9,392.00	9,616.80	9,844.00	10,079.20	10,321.60	10,566.40	10,820.80	11,081.60	11,345.60	11,620.80	11,897.60	12,185.60	12,478.40	12,790.40	13,111.20		
	Approx. Mon	19,879.60	20,349.33	20,836.40	21,328.67	21,838.27	22,363.47	22,893.87	23,445.07	24,010.13	24,582.13	25,178.40	25,778.13	26,402.13	27,036.53	27,712.53	28,407.60		
	Annual	238,555.20	244,192.00	250,036.80	255,944.00	262,059.20	268,361.60	274,726.40	281,340.80	288,121.60	294,985.60	302,140.80	309,337.60	316,825.60	324,438.40	332,550.40	340,891.20		

Consolidated Fire Agencies

Exempt Employee Compensation Plan Salary Tables - Effective 2/20/2027

Ranges Eff. 02/20/2027		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
E28D	Hourly	29.14	29.87	30.51	31.28	32.00	32.77	33.53	34.33	35.13	35.99	36.83	37.74	38.65	39.56	40.56	41.57		
	Approx Bi-Wk	2,331.10	2,389.60	2,440.69	2,502.49	2,560.17	2,621.97	2,682.12	2,746.39	2,810.66	2,879.06	2,946.62	3,019.14	3,091.65	3,164.98	3,244.91	3,325.66		
	Approx. Mon	5,050.71	5,177.47	5,288.16	5,422.06	5,547.03	5,680.93	5,811.26	5,950.52	6,089.77	6,237.95	6,384.35	6,541.46	6,698.57	6,857.47	7,030.64	7,205.61		
	Annual	60,608.50	62,129.60	63,457.89	65,064.69	66,564.37	68,171.17	69,735.12	71,406.19	73,077.26	74,855.46	76,612.22	78,497.54	80,382.85	82,289.58	84,367.71	86,467.26		
E43D	Hourly	41.47	42.48	43.48	44.54	45.62	46.72	47.83	48.98	50.16	51.39	52.64	53.91	55.23	56.55	57.99	59.42		
	Approx Bi-Wk	3,317.42	3,398.18	3,478.10	3,562.98	3,649.50	3,737.66	3,826.66	3,918.12	4,012.88	4,110.94	4,211.46	4,312.82	4,418.29	4,523.76	4,639.12	4,753.66		
	Approx. Mon	7,187.75	7,362.71	7,535.89	7,719.78	7,907.24	8,098.27	8,291.09	8,489.26	8,694.57	8,907.03	9,124.84	9,344.43	9,572.96	9,801.48	10,051.43	10,299.59		
	Annual	86,253.02	88,352.58	90,430.70	92,637.38	94,886.90	97,179.26	99,493.06	101,871.12	104,334.88	106,884.34	109,498.06	112,133.22	114,875.49	117,617.76	120,617.12	123,595.06		
E49D	Hourly	47.83	48.98	50.16	51.39	52.64	53.91	55.23	56.55	57.93	59.32	60.78	62.26	63.78	65.33	66.95	68.63		
	Approx Bi-Wk	3,826.66	3,918.12	4,012.88	4,110.94	4,211.46	4,312.82	4,418.29	4,523.76	4,634.18	4,745.42	4,862.42	4,981.08	5,102.21	5,226.63	5,356.00	5,490.31		
	Approx. Mon	8,291.09	8,489.26	8,694.57	8,907.03	9,124.84	9,344.43	9,572.96	9,801.48	10,040.71	10,281.73	10,535.25	10,792.34	11,054.78	11,324.37	11,604.67	11,895.68		
	Annual	99,493.06	101,871.12	104,334.88	106,884.34	109,498.06	112,133.22	114,875.49	117,617.76	120,488.58	123,380.82	126,423.02	129,508.08	132,657.41	135,892.43	139,256.00	142,748.11		
E55C	Hourly	56.23	57.56	58.96	60.34	61.76	63.24	64.76	66.31	67.91	69.55	71.22	72.93	74.71	76.51	78.41	80.37		
	Approx Bi-Wk	4,498.22	4,604.51	4,716.58	4,826.99	4,940.70	5,059.36	5,180.49	5,304.91	5,432.63	5,563.65	5,697.96	5,834.74	5,976.47	6,120.67	6,273.11	6,429.67		
	Approx. Mon	9,746.13	9,976.44	10,219.25	10,458.48	10,704.86	10,961.95	11,224.39	11,493.98	11,770.70	12,054.57	12,345.58	12,641.95	12,949.02	13,261.46	13,591.74	13,930.96		
	Annual	116,953.62	119,717.31	122,630.98	125,501.79	128,458.30	131,543.36	134,692.69	137,927.71	141,248.43	144,654.85	148,146.96	151,703.34	155,388.27	159,137.47	163,100.91	167,171.47		
E56C	Hourly	57.54	58.93	60.34	61.76	63.24	64.76	66.31	67.91	69.55	71.22	72.93	74.71	76.51	78.34	80.31	82.32		
	Approx Bi-Wk	4,602.86	4,714.10	4,826.99	4,940.70	5,059.36	5,180.49	5,304.91	5,432.63	5,563.65	5,697.96	5,834.74	5,976.47	6,120.67	6,267.34	6,424.73	6,585.41		
	Approx. Mon	9,972.87	10,213.89	10,458.48	10,704.86	10,961.95	11,224.39	11,493.98	11,770.70	12,054.57	12,345.58	12,641.95	12,949.02	13,261.46	13,579.25	13,920.24	14,268.38		
	Annual	119,674.46	122,566.70	125,501.79	128,458.30	131,543.36	134,692.69	137,927.71	141,248.43	144,654.85	148,146.96	151,703.34	155,388.27	159,137.47	162,950.94	167,042.93	171,220.61		
E59D	Hourly	60.78	62.26	63.78	65.33	66.91	68.56	70.20	71.92	73.71	75.52	77.34	79.24	81.17	83.18	85.26	87.40		
	Approx Bi-Wk	4,862.42	4,981.08	5,102.21	5,226.63	5,352.70	5,484.54	5,616.38	5,753.99	5,896.54	6,041.57	6,187.42	6,339.03	6,493.94	6,654.62	6,821.07	6,991.64		
	Approx. Mon	10,535.25	10,792.34	11,054.78	11,324.37	11,597.53	11,883.18	12,168.83	12,466.98	12,775.85	13,090.06	13,406.07	13,734.57	14,070.21	14,418.35	14,778.99	15,148.55		
	Annual	126,423.02	129,508.08	132,657.41	135,892.43	139,170.30	142,598.14	146,025.98	149,603.79	153,310.14	157,080.77	160,872.82	164,814.83	168,842.54	173,020.22	177,347.87	181,782.64		
E61C	Hourly	64.76	66.31	67.91	69.55	71.22	72.93	74.71	76.51	78.34	80.24	82.17	84.19	86.19	88.28	90.49	92.75		
	Approx Bi-Wk	5,180.49	5,304.91	5,432.63	5,563.65	5,697.96	5,834.74	5,976.47	6,120.67	6,267.34	6,418.96	6,573.87	6,735.38	6,895.23	7,062.50	7,238.84	7,420.12		
	Approx. Mon	11,224.39	11,493.98	11,770.70	12,054.57	12,345.58	12,641.95	12,949.02	13,261.46	13,579.25	13,907.75	14,243.39	14,593.31	14,939.67	15,302.09	15,684.15	16,076.93		
	Annual	134,692.69	137,927.71	141,248.43	144,654.85	148,146.96	151,703.34	155,388.27	159,137.47	162,950.94	166,892.96	170,920.67	175,119.78	179,276.03	183,625.10	188,209.84	192,923.12		
E66B	Hourly	-	-	79.60	81.43	83.32	85.28	87.28	89.29	91.36	93.51	95.71	97.99	100.29	102.63	105.20	107.84	110.52	113.30
	Approx Bi-Wk	-	-	6,367.87	6,514.54	6,665.34	6,822.72	6,982.58	7,143.26	7,308.88	7,481.10	7,656.61	7,839.54	8,023.29	8,210.34	8,416.34	8,627.28	8,841.52	9,064.00
	Approx. Mon	-	-	13,797.06	14,114.85	14,441.56	14,782.56	15,128.91	15,477.05	15,835.91	16,209.04	16,589.32	16,985.66	17,383.79	17,789.06	18,235.39	18,692.44	19,156.63	19,638.67
	Annual	-	-	165,564.67	169,378.14	173,298.74	177,390.72	181,546.98	185,724.66	190,030.88	194,508.50	199,071.81	203,827.94	208,605.49	213,468.74	218,824.74	224,309.28	229,879.52	235,664.00
E70C	Hourly	80.24	82.17	84.19	86.19	88.28	90.42	92.61	94.90	97.19	99.56	101.98	104.43	107.00	109.61	112.37	115.17		
	Approx Bi-Wk	6,418.96	6,573.87	6,735.38	6,895.23	7,062.50	7,233.90	7,408.58	7,592.34	7,775.26	7,964.78	8,158.42	8,354.54	8,559.71	8,769.01	8,989.84	9,213.97		
	Approx. Mon	13,907.75	14,243.39	14,593.31	14,939.67	15,302.09	15,673.44	16,051.93	16,450.06	16,846.41	17,257.03	17,676.59	18,101.49	18,546.04	18,999.52	19,477.99	19,963.60		
	Annual	166,892.96	170,920.67	175,119.78	179,276.03	183,625.10	188,081.30	192,623.18	197,400.74	202,156.86	207,084.38	212,119.02	217,217.94	222,552.51	227,994.21	233,735.84	239,563.17		
E72B	Hourly	87.26	89.29	91.36	93.51	95.71	97.99	100.29	102.63	105.09	107.53	110.09	112.71	115.38	118.13	121.07	124.09		
	Approx Bi-Wk	6,980.93	7,143.26	7,308.88	7,481.10	7,656.61	7,839.54	8,023.29	8,210.34	8,407.27	8,602.56	8,806.91	9,017.03	9,230.45	9,450.46	9,685.30	9,927.55		
	Approx. Mon	15,125.34	15,477.05	15,835.91	16,209.04	16,589.32	16,985.66	17,383.79	17,789.06	18,215.76	18,638.88	19,081.64	19,536.90	19,999.30	20,475.99	20,984.81	21,509.70		
	Annual	181,504.13	185,724.66	190,030.88	194,508.50	199,071.81	203,827.94	208,605.49	213,468.74	218,589.07	223,666.56	228,979.71	234,442.83	239,991.65	245,711.86	251,817.70	258,116.35		
E76B	Hourly	95.72	97.99	100.29	102.63	105.09	107.53	110.09	112.71	115.38	118.13	120.92	123.82	126.74	129.77	133.01	136.34		
	Approx Bi-Wk	7,657.43	7,839.54	8,023.29	8,210.34	8,407.27	8,602.56	8,806.91	9,017.03	9,230.45	9,450.46	9,673.76	9,905.30	10,139.32	10,381.58	10,641.14	10,907.29		
	Approx. Mon	16,591.10	16,985.66	17,383.79	17,789.06	18,215.76	18,638.88	19,081.64	19,536.90	19,999.30	20,475.99	20,959.81	21,461.49	21,968.53	22,493.41	23,055.79	23,632.46		
	Annual	199,093.23	203,827.94	208,605.49	213,468.74	218,589.07	223,666.56	228,979.71	234,442.83	239,991.65	245,711.86	251,517.76	257,537.90	263,622.32	269,920.98	276,669.54	283,589.49		
E85B	Hourly	118.13	120.92	123.82	126.74	129.77	132.89	136.04	139.32	142.68	146.07	149.62	153.18	156.89	160.66	164.68	168.81		
	Approx Bi-Wk	9,450.46	9,673.76	9,905.30	10,139.32	10,381.58	10,631.25	10,883.39	11,145.42	11,414.05	11,685.97	11,969.42	12,254.53	12,551.17	12,852.75	13,174.11	13,504.54		
	Approx. Mon	20,475.99	20,959.81	21,461.49	21,968.53	22,493.41	23,034.37	23,580.68	24,148.42	24,730.44	25,319.60	25,933.75	26,551.48	27,194.20	27,847.63	28,543.91	29,259.83		
	Annual	245,711.86	251,517.76	257,537.90	263,622.32	269,920.98	276,412.45	282,968.19	289,781.02	296,765.25	303,835.17	311,205.02	318,617.73	326,330.37	334,171.55	342,526.91	351,117.94		

Consolidated Fire Agencies

Exempt Employee Compensation Plan Salary Tables - Effective 2/19/2028

Item 10.

Ranges Eff. 02/19/2028		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
E28D	Hourly	30.01	30.77	31.42	32.22	32.96	33.76	34.53	35.36	36.19	37.07	37.94	38.87	39.80	40.75	41.78	42.82		
	Approx Bi-Wk	2,401.03	2,461.29	2,513.91	2,577.56	2,636.97	2,700.63	2,762.58	2,828.78	2,894.98	2,965.43	3,035.02	3,109.71	3,184.40	3,259.93	3,342.26	3,425.43		
	Approx. Mon	5,202.23	5,332.79	5,446.80	5,584.72	5,713.44	5,851.36	5,985.60	6,129.03	6,272.47	6,425.09	6,575.88	6,737.71	6,899.53	7,063.19	7,241.56	7,421.77		
	Annual	62,426.75	63,993.49	65,361.62	67,016.63	68,561.30	70,216.30	71,827.17	73,548.38	75,269.58	77,101.12	78,910.59	80,852.46	82,794.33	84,758.27	86,898.74	89,061.28		
E43D	Hourly	42.71	43.75	44.78	45.87	46.99	48.12	49.27	50.45	51.67	52.93	54.22	55.53	56.89	58.24	59.73	61.20		
	Approx Bi-Wk	3,416.95	3,500.12	3,582.45	3,669.87	3,758.98	3,849.79	3,941.46	4,035.66	4,133.27	4,234.26	4,337.81	4,442.20	4,550.84	4,659.47	4,778.29	4,896.27		
	Approx. Mon	7,403.38	7,583.60	7,761.97	7,951.37	8,144.46	8,341.22	8,539.82	8,743.94	8,955.41	9,174.24	9,398.58	9,624.77	9,860.15	10,095.52	10,352.97	10,608.58		
	Annual	88,840.61	91,003.15	93,143.63	95,416.50	97,733.50	100,094.64	102,477.85	104,927.25	107,464.93	110,090.87	112,783.01	115,497.21	118,321.75	121,146.29	124,235.63	127,302.91		
E49D	Hourly	49.27	50.45	51.67	52.93	54.22	55.53	56.89	58.24	59.67	61.10	62.60	64.13	65.69	67.29	68.96	70.69		
	Approx Bi-Wk	3,941.46	4,035.66	4,133.27	4,234.26	4,337.81	4,442.20	4,550.84	4,659.47	4,773.20	4,887.78	5,008.30	5,130.51	5,255.27	5,383.43	5,516.68	5,655.02		
	Approx. Mon	8,539.82	8,743.94	8,955.41	9,174.24	9,398.58	9,624.77	9,860.15	10,095.52	10,341.94	10,590.19	10,851.31	11,116.11	11,386.43	11,664.10	11,952.81	12,252.55		
	Annual	102,477.85	104,927.25	107,464.93	110,090.87	112,783.01	115,497.21	118,321.75	121,146.29	124,103.23	127,082.24	130,215.71	133,393.32	136,637.13	139,969.20	143,433.68	147,030.56		
E55C	Hourly	57.91	59.28	60.73	62.15	63.61	65.14	66.70	68.30	69.95	71.63	73.36	75.12	76.95	78.80	80.77	82.78		
	Approx Bi-Wk	4,633.16	4,742.65	4,858.07	4,971.80	5,088.93	5,211.14	5,335.90	5,464.06	5,595.61	5,730.56	5,868.90	6,009.79	6,155.77	6,304.29	6,461.31	6,622.56		
	Approx. Mon	10,038.52	10,275.74	10,525.83	10,772.24	11,026.00	11,290.81	11,561.12	11,838.80	12,123.82	12,416.21	12,715.95	13,021.20	13,337.49	13,659.30	13,999.49	14,348.88		
	Annual	120,462.22	123,308.83	126,309.91	129,266.85	132,312.05	135,489.66	138,733.47	142,065.54	145,485.88	148,994.49	152,591.37	156,254.44	160,049.92	163,911.60	167,993.94	172,186.62		
E56C	Hourly	59.26	60.69	62.15	63.61	65.14	66.70	68.30	69.95	71.63	73.36	75.12	76.95	78.80	80.69	82.72	84.79		
	Approx Bi-Wk	4,740.95	4,855.53	4,971.80	5,088.93	5,211.14	5,335.90	5,464.06	5,595.61	5,730.56	5,868.90	6,009.79	6,155.77	6,304.29	6,455.36	6,617.47	6,782.97		
	Approx. Mon	10,272.06	10,520.31	10,772.24	11,026.00	11,290.81	11,561.12	11,838.80	12,123.82	12,416.21	12,715.95	13,021.20	13,337.49	13,659.30	13,986.62	14,337.85	14,696.44		
	Annual	123,264.70	126,243.71	129,266.85	132,312.05	135,489.66	138,733.47	142,065.54	145,485.88	148,994.49	152,591.37	156,254.44	160,049.92	163,911.60	167,839.47	172,054.22	176,357.23		
E59D	Hourly	62.60	64.13	65.69	67.29	68.92	70.61	72.31	74.08	75.92	77.79	79.66	81.62	83.61	85.68	87.82	90.02		
	Approx Bi-Wk	5,008.30	5,130.51	5,255.27	5,383.43	5,513.29	5,649.08	5,784.88	5,926.61	6,073.44	6,222.82	6,373.04	6,529.20	6,688.76	6,854.26	7,025.70	7,201.39		
	Approx. Mon	10,851.31	11,116.11	11,386.43	11,664.10	11,945.45	12,239.67	12,533.90	12,840.99	13,159.12	13,482.77	13,808.25	14,146.61	14,492.32	14,850.90	15,222.36	15,603.01		
	Annual	130,215.71	133,393.32	136,637.13	139,969.20	143,345.41	146,876.09	150,406.76	154,091.91	157,909.45	161,793.19	165,699.00	169,759.28	173,907.82	178,210.83	182,668.31	187,236.12		
E61C	Hourly	66.70	68.30	69.95	71.63	73.36	75.12	76.95	78.80	80.69	82.64	84.64	86.72	88.78	90.93	93.20	95.53		
	Approx Bi-Wk	5,335.90	5,464.06	5,595.61	5,730.56	5,868.90	6,009.79	6,155.77	6,304.29	6,455.36	6,611.53	6,771.09	6,937.44	7,102.09	7,274.38	7,456.01	7,642.72		
	Approx. Mon	11,561.12	11,838.80	12,123.82	12,416.21	12,715.95	13,021.20	13,337.49	13,659.30	13,986.62	14,324.98	14,670.69	15,031.11	15,387.86	15,761.15	16,154.68	16,559.23		
	Annual	138,733.47	142,065.54	145,485.88	148,994.49	152,591.37	156,254.44	160,049.92	163,911.60	167,839.47	171,899.75	176,048.29	180,373.37	184,654.31	189,133.86	193,856.14	198,710.81		
E66B	Hourly	-	-	81.99	83.87	85.82	87.84	89.90	91.97	94.10	96.32	98.58	100.93	103.30	105.71	108.36	111.08	113.83	116.70
	Approx Bi-Wk	-	-	6,558.91	6,709.98	6,865.30	7,027.40	7,192.05	7,357.55	7,528.15	7,705.53	7,886.31	8,074.72	8,263.99	8,456.65	8,668.83	8,886.10	9,106.77	9,335.92
	Approx. Mon	-	-	14,210.97	14,538.29	14,874.81	15,226.04	15,582.78	15,941.37	16,310.98	16,695.31	17,087.00	17,495.23	17,905.30	18,322.73	18,782.46	19,253.21	19,731.33	20,227.83
	Annual	-	-	170,531.61	174,459.49	178,497.70	182,712.44	186,993.39	191,296.40	195,731.81	200,343.75	205,043.96	209,942.77	214,863.65	219,872.80	225,389.48	231,038.56	236,775.91	242,733.92
E70C	Hourly	82.64	84.64	86.72	88.78	90.93	93.14	95.39	97.75	100.11	102.55	105.04	107.56	110.21	112.90	115.74	118.63		
	Approx Bi-Wk	6,611.53	6,771.09	6,937.44	7,102.09	7,274.38	7,450.91	7,630.84	7,820.11	8,008.52	8,203.73	8,403.18	8,605.17	8,816.50	9,032.08	9,259.54	9,490.39		
	Approx. Mon	14,324.98	14,670.69	15,031.11	15,387.86	15,761.15	16,143.64	16,533.49	16,943.56	17,351.80	17,774.74	18,206.88	18,644.54	19,102.42	19,569.50	20,062.33	20,562.51		
	Annual	171,899.75	176,048.29	180,373.37	184,654.31	189,133.86	193,723.73	198,401.88	203,322.76	208,221.57	213,296.92	218,482.59	223,734.47	229,229.09	234,834.03	240,747.92	246,750.06		
E72B	Hourly	89.88	91.97	94.10	96.32	98.58	100.93	103.30	105.71	108.24	110.76	113.39	116.09	118.84	121.67	124.70	127.82		
	Approx Bi-Wk	7,190.36	7,357.55	7,528.15	7,705.53	7,886.31	8,074.72	8,263.99	8,456.65	8,659.49	8,860.64	9,071.12	9,287.54	9,507.36	9,733.97	9,975.85	10,225.38		
	Approx. Mon	15,579.10	15,941.37	16,310.98	16,695.31	17,087.00	17,495.23	17,905.30	18,322.73	18,762.23	19,198.05	19,654.09	20,123.01	20,599.28	21,090.27	21,614.35	22,154.99		
	Annual	186,949.25	191,296.40	195,731.81	200,343.75	205,043.96	209,942.77	214,863.65	219,872.80	225,146.74	230,376.56	235,849.10	241,476.12	247,191.40	253,083.21	259,372.23	265,859.84		
E76B	Hourly	98.59	100.93	103.30	105.71	108.24	110.76	113.39	116.09	118.84	121.67	124.55	127.53	130.54	133.66	137.00	140.43		
	Approx Bi-Wk	7,887.15	8,074.72	8,263.99	8,456.65	8,659.49	8,860.64	9,071.12	9,287.54	9,507.36	9,733.97	9,963.97	10,202.46	10,443.50	10,693.02	10,960.37	11,234.51		
	Approx. Mon	17,088.84	17,495.23	17,905.30	18,322.73	18,762.23	19,198.05	19,654.09	20,123.01	20,599.28	21,090.27	21,588.61	22,105.34	22,627.58	23,168.22	23,747.47	24,341.43		
	Annual	205,066.03	209,942.77	214,863.65	219,872.80	225,146.74	230,376.56	235,849.10	241,476.12	247,191.40	253,083.21	259,063.29	265,264.04	271,530.99	278,018.61	284,969.62	292,097.17		
E85B	Hourly	121.67	124.55	127.53	130.54	133.66	136.88	140.12	143.50	146.96	150.46	154.11	157.78	161.60	165.48	169.62	173.87		
	Approx Bi-Wk	9,733.97	9,963.97	10,202.46	10,443.50	10,693.02	10,950.19	11,209.89	11,479.79	11,756.47	12,036.55	12,328.51	12,622.16	12,927.70	13,238.33	13,569.34	13,909.67		
	Approx. Mon	21,090.27	21,588.61	22,105.34	22,627.58	23,168.22	23,725.40	24,288.10	24,872.87	25,472.35	26,079.19	26,711.76	27,348.02	28,010.02	28,683.06	29,400.23	30,137.62		
	Annual	253,083.21	259,063.29	265,264.04	271,530.99	278,018.61	284,704.82	291,457.24	298,474.45	305,668.21	312,950.22	320,541.17	328,176.26	336,120.28	344,196.70	352,802.72	361,651.47		

APPENDIX "C"
EXECUTIVE DIRECTOR
Nathan Cooke

JOB DESCRIPTION AND MINIMUM QUALIFICATIONS

CLASSIFICATION:
EXECUTIVE DIRECTOR

CONFIRE

EXECUTIVE DIRECTOR

Job Code #: TBD

Salary Range: E85B

Job Description:

Under policy direction of the CONFIRE JPA Administrative Committee, the Executive Director serves as the chief executive officer of CONFIRE JPA and is responsible for the overall administration, leadership, strategic direction, and operational performance of the agency. This position plans, organizes, directs, and evaluates all functions, programs, services, and activities of CONFIRE JPA, including emergency communications, Emergency Medical System (EMS) system coordination, administration, finance, logistics, technology systems, and organizational support services.

The Executive Director provides executive leadership to ensure effective, efficient, and coordinated delivery of services to member agencies and the public. Responsibilities include strategic planning, policy implementation, fiscal stewardship, labor relations coordination, intergovernmental collaboration, regulatory compliance, and organizational performance management. Performs related duties as assigned.

Distinguishing Characteristics:

The Executive Director is the highest-level executive management classification within CONFIRE JPA and serves at the direction of the CONFIRE JPA Administrative Committee/Board of Directors. This position is responsible for the overall administration and performance of the agency and exercises broad authority in setting organizational direction, implementing Board and Administrative Committee policy, and managing agency operations.

This classification is distinguished from lower-level executive and management classifications by its responsibility for agency-wide leadership, governance coordination, strategic planning, executive decision-making authority, and accountability for organizational performance and fiscal sustainability.

The Executive Director exercises direct and indirect supervision over executive, management, supervisory, professional, technical, and administrative staff.

Example of Duties:

Duties may include, but are not limited to:

Executive Leadership / Governance

1. Plan, organize, direct, and evaluate all functions, programs, and operations of CONFIRE JPA.
2. Implement policies and direction established by the CONFIRE JPA Board of Directors and Administrative Committee.
3. Advise and provide recommendations to the Board and Administrative Committee regarding strategic planning, operational issues, fiscal matters, and organizational priorities.
4. Attend and participate in Board meetings, Administrative Committee meetings, committee meetings, and executive leadership discussions.
5. Develop and implement agency-wide goals, objectives, policies, procedures, and performance standards.
6. Provide executive oversight to ensure coordination and alignment across all divisions and functional areas.
7. Serve as the primary executive representative of CONFIRE JPA with member agencies, elected officials, regulatory agencies, labor organizations, and external stakeholders.

Operations / Service Delivery

8. Provide executive oversight of emergency communications operations, EMS system coordination, and related public safety support services.
9. Ensure service delivery meets operational, contractual, and regulatory requirements.
10. Ensure organizational readiness for emergency operations, disaster response, and continuity of operations.
11. Oversee system coordination between dispatch operations, EMS providers, hospitals, member agencies, and other public safety partners.

Administration / Organizational Leadership

12. Oversee organizational development, workforce planning, labor relations strategy, and employee engagement initiatives.
13. Direct administrative functions including human resources, risk management, management information systems, organizational wellness, and policy administration.
14. Promote a culture of professionalism, accountability, customer service, collaboration, and continuous improvement.
15. Provide leadership and direction to executive management staff, including Deputy Executive Directors and assigned Directors.

Finance / Resource Management

16. Direct development and administration of the agency budget and long-range financial strategies.
17. Ensure fiscal accountability, financial sustainability, and responsible stewardship of agency resources.
18. Oversee contracts, grants, procurement, and major service agreements.
19. Direct planning related to facilities, capital assets, communications infrastructure, equipment, and technology systems.

Compliance / Organizational Performance

20. Ensure compliance with applicable federal, state, and local laws, regulations, policies, and contractual obligations.
21. Direct performance management efforts, including quality assurance, strategic initiatives, and continuous improvement programs.
22. Oversee organizational risk management, including operational, financial, legal, and reputational risk management.

Other Duties

23. Perform related duties as assigned.

Minimum Qualifications
Candidates must meet all the following requirements:

Education: bachelor's degree in public administration, business administration, communications, or a closely related field

-AND-

Experience: Ten (10) years of progressively responsible executive or senior management experience in public safety, government administration, emergency communications, EMS systems, or a closely related field, including at least five (5) years in an executive leadership role with responsibility for organizational strategy, budgeting, and personnel management.

Desired Qualifications*:*

CONFIRE

Master's degree in public administration, business administration, communications, or a closely related field

- Executive leadership experience in a complex, multi-agency, or regional public safety environment
- Experience overseeing emergency communications and/or EMS systems
- Strong background in public sector budgeting, finance, and strategic planning
- Experience with labor relations and intergovernmental coordination
- Demonstrated ability to lead organizational change and system integration efforts
- Experience managing large-scale contracts, vendor relationships, and regulatory compliance programs
- Strong communication and relationship-building skills with elected officials, executives, labor groups, and public safety partners
- Demonstrated ability to lead in high-reliability and emergency response environments

Representation unit:
Exempt

Salary Range:
E85B – Benefit Group B

Updated 06/12/2026

CONFIRE

STAFF REPORT

DATE: August 25, 2026

FROM: Nathan Cooke, Interim Executive Director
BY: Renan Mamaril, MIS Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Release of CONFIRE Agencies' ANI/ALI and Related Call Voice and Data

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Recommendation

Approve the release of CONFIRE agencies' ANI/ALI and related call voice and data to the GovWorx platform in support of the San Bernardino County Fire drone response program.

Background Information

San Bernardino County Fire approached CONFIRE and requested assistance in coordinating with Flock Safety and GovWorx to obtain the ANI/ALI information and associated call voice recording. San Bernardino County Fire is partnering with Flock Safety and GovWorx to integrate emergency call data into its drone program to support rapid deployment and enhance situational awareness.

The integration would transmit ANI/ALI and related call voice and data from CONFIRE's Motorola VESTA gateway to GovWorx, which would filter the information by geography and forward only eligible calls within County Fire's approved response areas to Flock Safety. As part of this filtering process, all ANI/ALI information, call voice recordings, and related call data associated with incidents outside the approved response areas will be discarded and will not be retained. This earlier notification may enable faster drone deployment and provide responders with timely aerial intelligence without changing CONFIRE's dispatch responsibilities or operational authority.

Once ANI/ALI and related 9-1-1 call data are transmitted outside the CONFIRE environment to GovWorx and Flock Safety, CONFIRE MIS will no longer have visibility into or administrative control over the information and cannot independently monitor how the information is accessed, stored, retained, shared, or secured within those external platforms. However, both Flock Safety and GovWorx maintain security and compliance credentials, including CJIS, HIPAA compliance, and SOC 2 certification or attestation.

CJIS establishes safeguards for criminal justice information, HIPAA defines privacy and security requirements for protected health information, and SOC 2 is an independent review of the controls used to ensure customer data security, availability, and confidentiality. Responsibility for maintaining data governance, security, and regulatory compliance after release of the data will rest with Flock Safety and GovWorx.

Should CONFIRE determine that a formal agreement among CONFIRE, GovWorx, and Flock Safety is warranted, an agreement will be developed and submitted for the appropriate review and approval.

Financial Impact

There is no current financial impact to CONFIRE. If future costs arise, CONFIRE MIS will return to the CONFIRE Administrative Committee for review and approval before incurring any expenses.

Attachments

- None

CONFIRE

STAFF REPORT

DATE: August 25, 2026

FROM: Nathan Cooke, Executive Director
BY: Renan Mamaril, MIS Director
Erika Torres-Murillo, Staff Analyst II

TO: CONFIRE Administrative Committee

SUBJECT: Purchase – Six (6) T1 Hardware and Software from Motorola Solutions

Recommendation

Approve the purchase of six (6) T1 hardware and software upgrades from Motorola Solutions, not to exceed $103,400 (includes a 10% contingency for taxes and miscellaneous), to support our transition to the Valley Communication Center.

Background Information

As part of CONFIRE's transition to the Valley Communication Center, modifications are required to the telecommunications infrastructure used to transport 911 calls to the center. The original design contemplated using Frontier's existing copper infrastructure. During implementation, Frontier determined that the copper-based design was no longer viable due to capacity limitations, aging infrastructure, and the threat of recurring copper theft.

An engineering team from Frontier worked with Motorola to evaluate a fiber alternative. Motorola confirmed fiber was viable but would require specific hardware and software upgrades to the current equipment to ensure compatibility. This shift eliminates copper limitations and enables secure, direct call transport from the Lena site to Frontier's main facility in San Bernardino.

Based on this assessment, Frontier recommends transitioning to a fiber-based design using 12 trunks, prioritizing support for CONFIRE with six (6) dedicated T1 trunks, alongside six (6) trunks for the Sheriff. This configuration strengthens redundancy, enhances resiliency, and provides a more future-ready infrastructure, with particular focus on meeting CONFIRE's operational needs.

Financial Impact

The total cost is estimated to be $103,400 and will be funded from Fund 5010 (General Reserves). This purchase meets the sole source purchasing requirements as we have an existing agreement with Motorola Solutions, and they are the sole distributor of the software/hardware.

Attachments

- Motorola Solutions Quote – Q# MSI4505356A-02
- 2026_08_Non-Competitive Justification Form – Motorola Solutions (TI Upgrades)

Quote Date: 08/06/26
Quote No: MSI4505356A-02 VESTA Ref: 102277

MOTOROLA SOLUTIONS

CONFIRE JPA - Valley Remote

Confire JPA CA - M1Ks

Customer Information

Customer: Confire
Contact: 0

Motorola Solutions Connectivity, Inc.

Account Rep: Shannon Hickey
Phone: 415-516-9145
Email: Shannon.Hickey@MotorolaSolutions.com

Sales Support Specialist: Kari Bray
Phone: 951-719-2858
Email: Kari.Bray@MotorolaSolutions.com

VESTA 9-1-1

Quantity	Part Number	Description	U/M	Unit Price	Ext Price
	Peripherals & Gateways				
3	04000-00129	MED 1000B CHASSIS BNDL	EA	$3,813.14	$11,439.42
1	870890-74901	V911 M1KB FIRMWARE	EA	$0.00	$0.00
3	04000-00190	SW SPT M1000 GATEWAY 5YR	EA	$2,238.60	$6,715.80
6	04000-00152	MED 1000 1-SPAN BNDL	EA	$4,635.32	$27,811.92
6	04000-00195	SW SPT M1000 T1 MOD 5YR	EA	$2,463.00	$14,778.00
3	809800-00200	CFG NTWK DEVICE	EA	$198.51	$595.53
				VESTA 9-1-1 Total	**$61,340.67**

Managed Services

Quantity	Part Number	Description	U/M	Unit Price	Ext Price
	IP Devices				
3	870891-66403	M&R NETWORK/IP LICENSE	EA	$117.91	$353.73
3	809800-16347	M&R IP DEVICE SRVC 5YR	EA	$2,955.60	$8,866.80
				Managed Services Total	**$9,220.53**

Motorola Solutions Services

Quantity	Part Number	Description	U/M	Unit Price	Ext Price
	MSI Direct Services				
80	809800-17009	FIELD ENG DIRECT-STANDARD	EA	$112.80	$9,024.00
78	809800-17035	MSI DIRECT SITE READINESS SVCS	EA	$105.00	$8,190.00
	Note: Cold Install/Rack and Stack				
24	809800-51010	MSI DIRECT PM	EA	$221.00	$5,304.00
				Motorola Solutions Services Total	**$22,518.00**

Quote Summary

Product	Total
VESTA 9-1-1	$61,340.67
Managed Services	$9,220.53
Motorola Solutions Services	$22,518.00
Quote Total	**$93,079.20**

Additional Comments

Quote is valid for 90 days, expiring on 11/04/26.

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions for the Motorola entity offering the products quoted, notwithstanding terms and conditions on purchased orders or other customer ordering documents.

Strategic Incentives, Discounts, etc.:
Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:
Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:
If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation Services:
Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

Please refer to the Terms & Conditions and Field Service Cancel Policy tabs for additional information related to this Quote.

CONFIRE

NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: CONFIRE MIS	**Date:** 8/25/2026
Supplier: Motorola Solutions	
Description of item:	6 T1 Hardware and Software Upgrade
Total Cost: $93,079.20 + tax	**If Purchase is Over $25,000 Per Vendor in a Fiscal Year:** Department will complete form and attach it along with copies of all bid and quote information.

Justification (Select That Applies)

Product	Service	Other
☐ Equipment/System Compatibility ☐ Functional Specifications ☐ Manufacturer/Publisher-Direct ☐ Only Authorized Dealer	☑ Existing Agreement ☐ Reimbursement to Owner ☑ Specialized Credentials/ Expertise/ Training	☐ Cooperative Purchase ☐ Emergency/Life or Property ☐ Theft Mitigation ☐ Timing Constraint ☐ Government Mandated/Legal Requirement ☐ Proprietary ☐ Sole Source/Single Source

Please provide a detailed explanation for the Justification selected above.

Our current 911 call-handling system is provided by Motorola, and we already have an active agreement covering its maintenance and upgrades.

	Signature	Print Name	Date
Submitted By:		Renan Mamaril	8/25/2026
Fiscal:			8/25/2026
Director:		Nathan Cooke	8/25/2026
Admin Chair:		Chief Dan Harker	8/25/2026

Incomplete forms may result in Kissflow document being rejected

Justification Definitions for Non-Competitive Purchases

P R O D U C T	**Equipment/system compatibility** – Equipment or system has same compatibility, interoperability, technical application as that currently owned by CONFIRE JPA. May be a situation where the vendor has specific knowledge of the system, CONFIRE JPA premises, operations or requirements. May result in reduced expenses for training/maintenance and added efficiency. changing would require significant additional funding or training of staff. Department may be asked to specify a definitive period of time after which a competitive process will be initiated. Examples: software; keycard access; fire alarm/security systems. **Functional specifications** – Meets performance and quality requirements; other products lack one or more of the required material specifications. **Manufacturer/publisher-direct** – Has no distributor network or is less costly than purchasing through a distributor. **Only authorized distributor** – No other manufacturer-authorized distributor in geographical area can provide product.
S E R V I C E	**Existing agreement –** Essential in maintaining continuity of service. There is a significant cost benefit to CONFIRE JPA to stay with the vendor. Example: To include new agencies in an ongoing contract. **Reimbursement to owner** – County reimbursing owner for service or product (provided by third party) paid for by owner pursuant to agreement. Example: For employee hours spent as CONFIRE Liaison **Specialized credentials/expertise/training** (replaces specialized services) – Meets requirements for certification, credentials, experience, expertise, training as requested.
O T H E R	**Cooperative Purchase** – Purchase made through cooperative purchasing website approved by The Board of Directors. **Emergency/life or property threat mitigation** - A purchase for: (i) the preservation of life or property, or (ii) if the Purchasing Agent or any assistant authorized to make purchases is not immediately available and the service, item or items, are immediately necessary for continued operation of the entity and undue delay would cause substantial loss to CONFIRE JPA. **Timing constraints** – Compelling urgency; only vendor that can commit to delivery schedule of product/project/service. Departments are required to show that failure to meet such deadline will cause additional expense to CONFIRE JPA or jeopardize public health or safety. **Government mandated/legal requirement** – Mandated by local, state, county, or federal agency with jurisdiction. **Proprietary item** – Used, made or marketed by one having the exclusive legal right (patented, licensed, copyrighted, etc.) **Sole source/Single source** – Only one provider/supplier exists to fulfill CONFIRE JPA requirement.

CONFIRE

STAFF REPORT

DATE: August 25, 2026

FROM: Nathan Cooke, Executive Director
BY: Ivan Ramirez, Finance Manager

TO: CONFIRE Administrative Committee

SUBJECT: Software Subscription Agreement with Euna Solutions, Inc.

Recommendation

Approve a software subscription agreement with Euna Solutions, Inc. for operating budgeting, personnel budgeting, and budget book software, for a 36-month subscription term anticipated to begin approximately January 1, 2027 through December 31, 2029, in a total not-to-exceed amount of $120,650.

Background Information

As part of an ongoing effort to modernize CONFIRE's financial processes and improve transparency in the budgeting process, staff evaluated software solutions for budget development and budget book publication. Currently, staff rely primarily on spreadsheets, Microsoft word, and similar tools to develop the annual operating budget and prepare CONFIRE's budget book. While these tools have served CONFIRE's needs for many years, they are not ideally suited for collaboration, version control, workflow management, and tracking changes throughout the budget development process. As CONFIRE continues to grow, dedicated budget book software will better support the agency's evolving operational and financial management needs.

Staff conducted a competitive evaluation of three software products and received demonstrations for two. As part of the evaluation, staff considered pricing, functionality, technical requirements, and the ability of each product to meet CONFIRE's business needs. Euna Solutions, Inc. (Euna) was determined to provide the solution that best meets CONFIRE's budgeting and budget publication requirements.

Euna's software is also available through a nationally competed Sourcewell cooperative purchasing contract. CONFIRE is a Sourcewell member and has adopted the use of Sourcewell contracts, allowing the agency to utilize the competitively procured contract to satisfy CONFIRE's applicable competitive purchasing requirements.

The total cost of the Euna solution is $120,650, consisting of $29,600 in one-time implementation costs and $30,350 in annual subscription fees for a 36-month subscription term. Implementation will begin following the issuance of a purchase order and coordination of a project start date with Euna. The 36-month software subscription will commence upon completion of implementation and is currently anticipated to begin approximately January 1, 2027, and continue through December 31, 2029.

Financial Impact

Sufficient appropriation is currently available within the CONFIRE Operations and EMS budgets to absorb the 2026-27 costs of $59,950. Staff will continue to monitor the budget throughout the fiscal year and will return to the Board of Directors if a budget adjustment becomes necessary.

Attachments

- Euna Solutions Budget (Pro) Quote # 00016672

Euna Order Form

Euna Solutions, Inc.
1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

Bill To:

Consolidated Fire Agencies
1743 W. Miro Way
Rialto,
California 92376
United States

End User:

Consolidated Fire Agencies
1743 W. Miro Way
Rialto,
California 92376
United States

Prepared by:

Mack Unyi
mackenzie.unyi@eunasolutions.com

Quote Expiry Date: 2026-08-30
Quote #: 00016672

Subscription Term: 36 months

Euna Solution Line: Euna Budget
Sourcewell Member #: 32892
Sourcewell Contract #: #060624-GTH

Annual Subscriptions

Description	SKU Code	Quantity
Operating Budgeting + Personnel Budgeting	BTPR-SW-81	1
Budget Book Studio	BTPR-SW-71	1
OpenBook	BTPR-SW-66	1
	Recurring Annual Fees:	USD 30,350.00

Professional Services

Description	SKU Code	Quantity
Amended Budget Export (Operating)	BTPR-PS-181	1
OpenBook & Report Studio Implementation-Pro	BTPR-PS-317	1
Operating Budgeting Implementation - Full Service	BTPR-PS-71	1
BudgetBook Implementation - Pro	BTPR-PS-326	1
Personnel Budgeting Implementation - Full Service	BTPR-PS-86	1
Single Sign-On	BTPR-PS-261	1
	Non-Recurring Fees:	USD 29,600.00

ORDER NOTES

Fees By Period:

Period	Price
1	USD 59,950.00

Terms of Payment:

- Net 30
- Applicable sales tax extra
- Annual subscription begins on the acceptance date
- Annual Subscriptions
    - Due 100% upon Order Form Acceptance Date (Net 30) and annually in advance for future years
    - 3% annual increase starting year 2
- One-Time Services
    - Due 100% upon Order Form Acceptance Date (Net 30)

ACCEPTANCE

Consolidated Fire Agencies

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Acceptance Date: ______________________________

Terms and Conditions

Unless otherwise stipulated in Order Notes and Terms of Payment, the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at End User License Agreement | Euna Solutions (the "Agreement").

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com.

CONFIRE

NON-COMPETITIVE PROCUREMENT JUSTIFICATION FORM

Department: Finance	**Date:** August 17, 2026
Supplier: Euna Solutions	
Description of item:	**Budget Book Software**
Total Cost: **$ $120,650**	**If Purchase is Over $25,000 Per Vendor in a Fiscal Year:** Department will complete form and attach it along with copies of all bid and quote information.

Justification (Select That Applies)

Product	Service	Other
( ) Equipment/System Compatibility ( ) Functional Specifications ( ) Manufacturer/Publisher-Direct ( ) Only Authorized Dealer	( ) Existing Agreement (_) Reimbursement to Owner ( ) Specialized Credentials/ Expertise/ Training	(X) Cooperative Purchase ( ) Emergency/Life or Property ( ) Theft Mitigation ( ) Timing Constraint ( ) Government Mandated/Legal Requirement ( ) Proprietary ( ) Sole Source/Single Source

Please provide a detailed explanation for the Justification selected above.

CONFIRE is utilizing a competitively solicited Sourcewell cooperative purchasing contract for the purchase of Euna Solutions budgeting and budget book software. Euna was competitively awarded the Sourcewell contract through a national solicitation process. CONFIRE is a Sourcewell member and has adopted the use of Sourcewell cooperative purchasing contracts. Use of the cooperative contract allows CONFIRE to obtain the software under the terms and pricing established through the Sourcewell competitive procurement process.

	Signature	Print Name	Date
Submitted By:	Ivan Ramirez	Ivan Ramirez	8/17/26
Fiscal:			
Finance Manager:	Ivan Ramirez	Ivan Ramirez	8/17/26
Admin Chair:			

August 2020

Incomplete forms may result in Kissflow document being rejected

Justification Definitions for Non-Competitive Purchases

PRODUCT	**Equipment/system compatibility** – Equipment or system has same compatibility, interoperability, technical application as that currently owned by CONFIRE JPA. May be a situation where the vendor has specific knowledge of the system, CONFIRE JPA premises, operations or requirements. May result in reduced expenses for training/maintenance and added efficiency. changing would require significant additional funding or training of staff. Department may be asked to specify a definitive period of time after which a competitive process will be initiated. Examples: software; keycard access; fire alarm/security systems. **Functional specifications** – Meets performance and quality requirements; other products lack one or more of the required material specifications. **Manufacturer/publisher-direct** – Has no distributor network or is less costly than purchasing through a distributor. **Only authorized distributor** – No other manufacturer-authorized distributor in geographical area can provide product.
SERVICE	**Existing agreement –** Essential in maintaining continuity of service. There is a significant cost benefit to CONFIRE JPA to stay with the vendor. Example: To include new agencies in an ongoing contract. **Reimbursement to owner** – County reimbursing owner for service or product (provided by third party) paid for by owner pursuant to agreement. Example: For employee hours spent as CONFIRE Liaison **Specialized credentials/expertise/training** (replaces specialized services) – Meets requirements for certification, credentials, experience, expertise, training as requested.
OTHER	**Cooperative Purchase** – Purchase made through cooperative purchasing website approved by The Board of Directors. **Emergency/life or property threat mitigation** - A purchase for: (i) the preservation of life or property, or (ii) if the Purchasing Agent or any assistant authorized to make purchases is not immediately available and the service, item or items, are immediately necessary for continued operation of the entity and undue delay would cause substantial loss to CONFIRE JPA. **Timing constraints** – Compelling urgency; only vendor that can commit to delivery schedule of product/project/service. Departments are required to show that failure to meet such deadline will cause additional expense to CONFIRE JPA or jeopardize public health or safety. **Government mandated/legal requirement** – Mandated by local, state, county, or federal agency with jurisdiction. **Proprietary item** – Used, made or marketed by one having the exclusive legal right (patented, licensed, copyrighted, etc.) **Sole source/Single source** – Only one provider/supplier exists to fulfill CONFIRE JPA requirement.

STAFF REPORT

DATE: August 25, 2026

FROM: Nathan Cooke, Executive Director
BY: Ivan Ramirez, Finance Manager

TO: CONFIRE Administrative Committee

SUBJECT: NetSuite Support and Development Services Agreement with SuiteRep, LLC.

Recommendation

Approve NetSuite Support and Development Services Agreement with SuiteRep, LLC., for Oracle NetSuite managed services, in a not-to-exceed annual amount of $108,240, beginning approximately September 1, 2026, and continuing until terminated.

Background Information

CONFIRE maintains an active subscription with Oracle, Inc. (Oracle) for its NetSuite enterprise resource planning (ERP) platform, implementation of which was substantially completed in May 2026. As part of the agreement with Oracle, CONFIRE maintains basic "break-fix" support that generally covers troubleshooting of Oracle's product, system defects, and basic system availability.

Oracle's standard support is not intended to provide ongoing administration, development, or business process improvement services. It also does not generally cover services such as custom development and configuration, custom workflows and reports, testing, training, customer coding support and troubleshooting, or coordination with third-party vendors for the implementation or integration of applications with NetSuite. These types of services are commonly provided through managed service agreements.

Although implementation of the NetSuite platform was completed in May 2026, CONFIRE has identified several ongoing development and support needs that require specialized expertise that cannot be readily provided by existing staff.

Staff evaluated five vendors offering NetSuite managed services and interviewed four. As part of the evaluation, staff considered pricing, vendor capacity, service agreement structure, responsiveness, and overall technical expertise. SuiteRep LLC. (SuiteRep) was determined to offer the best overall value and to be well suited to meet CONFIRE's needs.

In particular, staff considered SuiteRep's flexible agreement structure, which does not require a long-term annual commitment and provides CONFIRE with flexible termination provisions.

Under the proposed agreement, CONFIRE will pay $8,200 per month for up to 40 hours of managed services hours each month. Hours exceeding the monthly allocation will be billed at $205 per hour. Up to 10 unused hours may roll over into the following month. Staff has identified 15 specific projects and tasks and 7 ongoing workstreams for SuiteRep to support. Staff has evaluated CONFIRE's anticipated NetSuite development roadmap and believe that a 40 hour monthly allocation is appropriate for the agency's current needs.

The monthly costs represents an anticipated annual expenditure of $98,400 for these services. Staff is requesting an annual not-to-exceed amount of $108,240, which includes a 10% contingency of $9,840 for additional hours that may be required as projects are developed and unforeseen support needs arise.

Staff anticipates the agreement will become effective approximately September 1, 2026, following the issuance of a purchase order.

Staff recommends approval of this agreement. A managed services agreement provides CONFIRE with access to varying levels of specialized technical expertise without the need to add permanent staffing dedicated solely to NetSuite administration and development.

Financial Impact

Sufficient appropriation is currently available within the CONFIRE Operations and EMS budgets to absorb the 2026-27 costs of $108,240. Staff will continue to monitor the budget throughout the fiscal year and will return to the Board of Directors if a budget adjustment becomes necessary.

Attachments

- SuiteRep LLC - Membership Services Agreement

Service Agreement

NetSuite Support/Development

This contract (the “Agreement”) is entered into by and between the below named parties (the “Parties”).

Client (the "Client")	Contractor (the "Contractor")
Confire	SuiteRep LLC
	3172 Wade Hampton Blvd.
	Taylors, SC 29687

Services

Contractor agrees to perform services as described in Attachment A (the “Services”) and Client agrees to pay Contractor as described in Attachment A.

Entire Agreement

For the avoidance of doubt, this Agreement shall constitute the entire agreement between the parties hereto and supersedes and replaces any and all prior written and oral agreements.

Signatures

In witness whereof, the Parties, have executed this Agreement, inclusive of Attachment A and Attachment B which are made a part hereof by this reference, as of the later of the two dates below (the “Effective Date”).

Client (Confire)		Contractor (SuiteRep LLC)	
______________________	__________	______________________	__________
Signature	Date	Signature	Date

Attachment A

Services

Term

Start date: August 1, 2026

Billing Period

Contractor bills Client Monthly

Membership

SuiteRep 40 Hour Membership: $8200 per month

- Includes up to 40 hours a month.
- Hours exceeding 40 in a month will be billed at 205/hr.
- Up to 10 unused hours rollover into the next month

Attachment B

Terms and Conditions

The best work comes out of great relationships. Honesty, respect and gratitude are the keys to a great relationship and therefore we have an interest in treating each other with these values at all times. As much as legal documents are important, what truly binds us is our drive to do great work with great people and to develop a relationship of mutual respect and trust.

Acceptances

The undersigned representative of Client has the authority to enter into this Agreement on behalf of Client. Client agrees to cooperate and to provide Contractor with everything reasonably needed to complete the Services as, when and in the format requested by Contractor.

Contractor has the experience and ability to do everything Contractor agreed to for Client and will do it all in a professional and timely manner. Contractor will endeavor to meet every deadline that's set and to meet the expectation for Services to the best of its abilities.

Warranty

Contractor warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Contractor may have to others; (ii) none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Contractor); (iii) Contractor has the full right to provide Client with the assignments and rights provided for herein; (iv) Contractor shall comply with all applicable laws in the course of performing the Services and (v) if Contractor's work requires a license, Contractor has obtained that license and the license is in full force and effect.

EXCEPT AS SET FORTH IN THIS ATTACHMENT B, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS OR RESULTS TO BE DERIVED FROM THE WORK.

EXCEPT AS SET FORTH HEREIN, ALL DELIVERABLES ARE DELIVERED ON AN "AS-IS" BASIS.

Confidentiality & Non-Disclosure

Each party shall maintain, in the strictest confidence, all Confidential Information (as defined in the next sentence) of the other party. "Confidential Information" means all (i) nonpublic information (at the time of disclosure) disclosed by one party to the other party under this

Agreement; (ii) and any information which ought reasonably be considered confidential with regard to the circumstances surrounding disclosure, whether or not such information is marked “Confidential”.

In the event a party is required to disclose Confidential Information pursuant to a judicial or other governmental order, such party shall, to the maximum extent permitted by law or opinion of counsel, provide the other party with prompt notice prior to any disclosure so that the party or its client may seek other legal remedies to maintain the confidentiality of such Confidential Information.

Each party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents The obligations of this Section shall survive termination of this Agreement for a period of five (5) years.

Ownership and Licenses

Contractor agrees that Client retains ownership of all deliverables and materials developed pursuant to this Agreement (including, without limitation, all presentations, writings, ideas, concepts, designs, text, plans, and other materials that Contractor conceives or develops in connection with Contractor’s services for Client, including all materials incorporated therein whether such materials were conceived or created by Contractor individually or jointly, on or off the premises of Client, or during or after working time), and Client grants Contractor the license to use the code in the following way(s):

A worldwide, non-exclusive, royalty-free license to use, modify, and reuse the code in connection with Contractor’s business and services provided to other clients; provided, however, that Contractor may not sell, license, sublicense, or otherwise commercially distribute deliverables developed specifically and exclusively for Client as standalone products or services without Client’s prior written consent.

Non-Solicit

Contractor agrees that during the period in which it is providing Services and for one (1) year thereafter, Contractor will not encourage or solicit any employee, vendor, client or contractor of Client to leave Client for any reason.

Relationship of Parties

Nothing contained in this Agreement shall be construed to create a partnership, joint or co-venture, agency, or employment relationship between Contractor and Client. Both Parties agree that Contractor is, and at all times during this Agreement shall remain, an independent contractor.

Term & Termination

Either Party may terminate this Agreement at any time, with or without cause, upon seven (7) days written notice.

Either Party also may at any time terminate the Agreement immediately if: (i) the other party commits a breach of this Agreement and such party does not cure a breach within five (5) business days of written notice from the non-breaching party of such breach.

If this Agreement is terminated earlier by Client without cause, Client agrees to pay Contractor any and all sums which are due and payable for: (i) services provided as of the date of termination; and (ii) expenses already incurred, including those from documented non-cancelable commitments. Contractor agrees to use the best efforts to minimize such costs and expenses.

Termination for any reason shall not affect the rights granted to Client by Contractor hereunder. Upon termination, Client shall pay to Contractor all undisputed amounts due and payable within thirty (30) days upon receipt of invoice. If upon termination Client has not paid undisputed fees owed as set forth herein for the material, deliverables or Services provided by Contractor, Client agrees not to use any such material or the product of such Service, until Client has paid Contractor in full. Any provisions or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, Contractor shall retain a perfected security interest in the deliverable or material until Client has made payment in full for all undisputed amounts as set forth herein.
Contractor hereby agrees to release and waive its security interest in the deliverable and material upon receipt of full payment for all undisputed amounts.

Payment Terms

Payments for each invoice delivered by Contractor to Client are due within thirty (30) days of receipt. In case of overdue payments, Contractor reserves the right to stop work until payment is received unless such payment is in dispute.

Expense Reimbursement

Client shall reimburse all expenses that are reasonable and that have been authorized in writing by Client in advance; payable within thirty (30) days of itemized invoice.

Changes

Any material changes to the Services, including work to be performed and related fees must be approved by the prior written consent of both parties.

Indemnification and Limitation of Liability

Contractor agrees to indemnify, defend and hold harmless Client from any and all claims, actions, damages, and liabilities (excluding, without limitation, attorneys' fees, costs and expenses) arising (i) through Contractor's gross negligence ; (ii) out of any claim that the materials or deliverables, or any portion thereof, in fact infringes upon or violate any proprietary rights of any third party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of Contractor's representations, warranties or agreements herein.

Client agrees to indemnify, defend and hold harmless Contractor from any and all third party claims, actions, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising in any manner caused by Client's (i) gross negligence; (ii) out of any claim that Client provided content, or any portion thereof in fact infringes upon or violate any proprietary rights of any third party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of Client's representations, warranties or agreements herein.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, EITHER PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EITHER PARTY'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AGGREGATE COMPENSATION PAID BY CLIENT TO THE CONTRACTOR UNDER THIS AGREEMENT.

Right to Authorship Credit

Both Parties agree that when asked, Client must properly identify Contractor as the creator of the deliverables. Client does not have a proactive duty to display Contractor's name together with the deliverables, but Client may not seek to mislead others that the deliverables were created by anyone other than Contractor.

Contractor will not publish any confidential or non-public work without Client's prior written consent.

Governing Law and Dispute Resolution

This Agreement and any dispute arising hereunder shall be governed by the laws of the jurisdiction of Delaware, without regard to the conflicts of law provisions thereof.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

Force Majeure

No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

Notices

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via US mail or a nationally recognized carrier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or "bounce back" has been received within twenty-four (24) hours of submission.

Miscellaneous

The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both parties have had the opportunity to review this Agreement and neither party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement. The parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

Entire Contract

This Agreement, along with this Attachment B, and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both Parties.

STAFF REPORT

DATE: August 25, 2026

FROM: Nathan Cooke, Executive Director

TO: CONFIRE Administrative Committee

SUBJECT: Executive Director Authority for Ground Ambulance Implementation

Recommended Action

Recommend that the Administrative Committee authorize the Executive Director, through June 30, 2027, to approve and execute contracts and agreements necessary to implement San Bernardino County Contract No. 23-1282, including agreements exceeding $50,000, when the related expenditures were contemplated and funded in the Fiscal Year 2026-27 adopted budget.

Background Information

On December 5, 2023, the County of San Bernardino awarded the Ground Ambulance Contract to CONFIRE. Ground ambulance service is scheduled to begin October 1, 2026. Implementation requires CONFIRE to complete public agency reimbursement and service agreements, mutual aid and interagency agreements, vendor contracts, and other agreements necessary to begin and support service.

On February 28, 2024, the Board of Directors approved temporary authority authorizing the Executive Director to approve purchases up to $500,000 for the implementation of the Ground Ambulance Contract. Implementation was later delayed by litigation, and that authority expired on January 1, 2025.

The Board has since adopted the Fiscal Year 2026-27 budget, which includes the expenditures necessary to implement the Ground Ambulance Contract. Several of the agreements required for implementation exceed the Executive Director's current $50,000 signature authority. This includes public agency agreements with reimbursement obligations that may be substantially higher than $50,000. Those expenditures were contemplated during budget development and funded through the adopted budget.

Board Policy 4.003 establishes the Executive Director's standard signature authority at $50,000. The same policy also provides that the Board of Directors may authorize an officer to enter into contracts or execute instruments on behalf of CONFIRE, either generally or for specific instances. The requested action would use that authority for a defined purpose and period, allowing the Executive Director to approve and execute the budgeted agreements necessary for ambulance implementation.

Board Policy 6.001 places CONFIRE operations under the direction and supervision of the Administrative Committee and provides that, after the Board of Directors adopts the annual budget, the Administrative Committee controls expenditures and may expend funds in accordance with that budget. The requested authority is consistent with that structure because it applies to ambulance implementation expenditures already included in the Board-adopted budget.

Approval of this request would allow the Executive Director to complete covered contracts and agreements without returning each individual budgeted agreement to the Board for separate approval. The authority would remain in effect through June 30, 2027, covering the implementation and initial operating period of the Ground Ambulance Contract.

Board Policy 4.004 will continue to govern purchasing and procurement procedures when applicable. This action changes the approval and execution authority for covered ambulance implementation contracts and agreements; it does not change the procurement process applicable to a purchase or solicitation.

This temporary authority provides a direct path to complete agreements already contemplated in the approved ambulance budget while maintaining the existing budget and procurement framework.

Financial Impact

Approval of this action does not increase the Fiscal Year 2026-27 adopted budget. The authority applies to ambulance implementation contracts and agreements for which the related expenditures were contemplated and funded in the adopted budget.

CONFIRE

STAFF REPORT

DATE: **August 25, 2026**

FROM: **Joe Barna**
Deputy Executive Director of Administration

TO: **Administrative Committee**

SUBJECT: PUBLIC-BASED AMBULANCE RATE-SETTING METHODOLOGY – ADMIN POLICY 3.016

Recommended Action

Approve Administrative Committee Policy 3.016, Public-Based Ambulance Unit Hour Cost and Medical Supply Restock Reimbursement Rates.

Background Information

CONFIRE is preparing to implement ground ambulance services under San Bernardino County Contract No. 23-1282. The service model includes Public-Based Ambulances staffed by Participating Agencies under agreements with CONFIRE, with reimbursement rates established by Administrative Committee action.

Policy 3.016 establishes the ongoing methodology for calculating and approving those reimbursement rates. The policy uses verified personnel costs based on a standardized benchmark personnel profile of one Firefighter/Paramedic and one Firefighter/EMT, regardless of an agency's actual ambulance staffing or deployment model, together with annualized ambulance and equipment capital costs, eligible maintenance and operations costs, any Authorized Adjustment Rate, benchmark selection, and a medical supply restock add-on.

The policy separates the standing rate-setting methodology from the annual rate action. Reimbursement rates will be established by Administrative Committee resolution using the then-current data and calculations required by Policy 3.016. The final draft reflects legal review and staff revisions.

Fiscal Impact

Approval of Policy 3.016 does not itself establish a reimbursement rate or authorize an expenditure. Fiscal impacts will result from rates separately approved by resolution and from actual services provided under the applicable Public-Based Ambulance Agreements. All reimbursements remain subject to available appropriations and delegated authority.

Attachments

- Administrative Committee Policy 3.016 - Public-Based Ambulance Unit Hour Cost and Medical Supply Restock Reimbursement Rates

3.016 Public-Based Ambulance Unit Hour Cost and Medical Supply Restock Reimbursement Rates

Document Number	3.016	**Issue Date**	To Be Determined
Title	Public-Based Ambulance Unit Hour Cost and Medical Supply Restock Reimbursement Rates	**Review Date**	To Be Determined
Section	Series 3000: Administration	**Revision Date**	To Be Determined
Policy Owner	Executive Administration	**Approved By**	Administrative Committee
Applicability	CONFIRE and Participating Agencies providing or staffing Public-Based Ambulances under agreement with CONFIRE.		
Required Reviews	Legal; Finance; EMS and Transport; affected Public-Based Ambulance agencies.		
Related Authority / Standards	Joint Powers Agreement; San Bernardino County Contract No. 23-1282, as amended; applicable Public-Based Ambulance Agreements; Administrative Committee Policies 1.001, 1.002, 1.004, 5.002, 5.003, and 6.002; then-current California Fire Assistance Agreement and Cal OES salary survey instructions.		
Supersedes	New Policy		

1. Purpose

This policy establishes a transparent, repeatable, and cost-based process for calculating and approving reimbursement rates for public agencies that provide or staff ambulances in support of San Bernardino County Contract No. 23-1282, as amended (County Contract). It memorializes the basis for each rate, supports consistent annual review, prevents duplicate reimbursement, and permits each annual calculation to be reconstructed from retained source records.

2. Authority and Order of Control

The Administrative Committee adopts this policy under the authority delegated by the Joint Powers Agreement, applicable Board policies, and the Administrative Committee Policies. Rates approved under this policy shall be consistent with the County Contract, applicable Public-Based Ambulance Agreements, the adopted CONFIRE budget, and applicable law.

If this policy conflicts with the County Contract, Board action, the Joint Powers Agreement, or applicable law (Controlling Authority), the Controlling Authority governs. An Administrative Committee rate resolution adopted under this policy establishes only the reimbursement rates authorized by the applicable Public-Based Ambulance Agreement and does not independently amend any other agreement term or authorize an expenditure beyond available appropriations or delegated authority.

When a Public-Based Ambulance Agreement expressly incorporates the annual Administrative Committee rate resolution, the resolution updates the reimbursement schedule on its effective date without a separate agreement amendment. If an agreement does not contain that incorporation, the rate shall not change until the parties complete an amendment or other approval required by that agreement.

3. Applicability

This policy applies to CONFIRE and each Participating Agency that provides or staffs a Public-Based Ambulance for service within the exclusive operating areas covered by the County Contract. It governs the standardized reimbursement rates paid under the applicable Public-Based Ambulance Agreements. The approved standardized rate is not a representation or guarantee that it will equal the actual cost incurred by every Participating Agency.

4. Definitions

Agency-Owned Ambulance. A Public-Based Ambulance owned or leased by a Participating Agency and equipped, maintained, and restocked at the Participating Agency's or CONFIRE's cost.

Authorized Adjustment Rate. A contractually authorized or Administrative Committee-approved percentage adjustment applied for a Rate Year. The annual resolution shall identify the source of the adjustment, the percentage used, and the rate components to which it applies.

Baseline Agency. A Participating Agency included in the annual cost-profile analysis because it provides a front-line Agency-Owned Public-Based Ambulance service and has sufficient verified data for the applicable Rate Year. A Baseline Agency need not be Benchmark-Eligible.

Benchmark-Eligible Agency. A Baseline Agency for which sufficient verified rate data are available to calculate the Standard Benchmark Personnel Profile for the applicable Rate Year.

CFAA Blended Base Hourly Rate. The blended straight-time hourly classification rate reflected in, or used to prepare, the agency's then-current California Fire Assistance Agreement salary survey or equivalent verified payroll calculation, excluding any burden component separately added under this policy.

Completed Transport. A patient transport completed by a Public-Based Ambulance and recognized as a transport under the County Contract and the applicable Public-Based Ambulance Agreement.

County Contract. San Bernardino County Contract No. 23-1282, as amended, and any successor contract governing the same ambulance service program.

Participating Agency. A public agency that is a party to a Public-Based Ambulance Agreement with CONFIRE and is authorized to provide or staff one or more Public-Based Ambulances in support of the County Contract, including front-line, surge, additional, reserve, or backup resources, whether or not the agency is included as a Baseline Agency or Benchmark-Eligible Agency for a particular Rate Year.

Priority-Owned Ambulance. An ambulance owned, equipped, maintained, and restocked by Priority Ambulance, or its successor under the County Contract, that is staffed by a Participating Agency for front-line, surge, or other approved service.

Public-Based Ambulance. An ambulance resource staffed by personnel of a Participating Agency under a Public-Based Ambulance Agreement with CONFIRE to perform services required by the County Contract, whether the ambulance is Agency-Owned or Priority-Owned.

Public-Based Ambulance Agreement. An agreement between CONFIRE and a Participating Agency governing the provision or staffing of Public-Based Ambulance resources in support of the County Contract, regardless of the agreement title used by the parties.

Rate Year. The period for which reimbursement rates are approved by Administrative Committee resolution.

Standard Benchmark Personnel Profile. A standardized two-person personnel cost profile consisting of one Firefighter/Paramedic and one Firefighter/EMT. The profile is used solely for benchmark rate calculation and does not establish or represent the actual staffing or deployment model of a Participating Agency.

Unit Hour. One hour during which an approved ambulance resource is in service and available for assignment, as determined under the applicable Public-Based Ambulance Agreement and CONFIRE CAD records.

Unit Hour Cost or UHC. The standardized hourly reimbursement rate calculated under this policy.

5. Governing Rate Principles

1. Rates shall be based on reasonable, allocable, documented costs and shall not include additional revenue beyond the approved cost-based reimbursement methodology.
2. A cost may be recovered only once. Costs included in the UHC may not also be included in the medical supply restock add-on or another reimbursement category.
3. The same lookback period and calculation rules shall be used for all Baseline Agencies to the extent practicable.
4. Personnel calculations shall use blended classification data and shall not disclose or depend on the salary of a specifically named employee.
5. Final rates shall be rounded to the nearest cent. Intermediate calculations shall retain at least four decimal places.
6. Approved rates apply prospectively from the effective date stated in the resolution and remain in effect until superseded by subsequent Administrative Committee action. There is no automatic retroactive true-up unless expressly authorized by the applicable agreement and approved by the Administrative Committee.

6. Roles and Responsibilities

Executive Director

The Executive Director or designee administers this policy, issues annual data requests, resolves routine data questions, and presents the recommended rates and supporting analysis.

Finance and EMS Staff

CONFIRE Finance and EMS staff shall validate source records, prepare the calculation workbook, identify assumptions or exclusions, calculate the rates, and prepare the staff report and proposed Administrative Committee resolution.

Participating Agencies

Each Participating Agency shall timely provide requested rate and cost information certified by an authorized finance, human resources, or executive representative. Supporting records shall be sufficient to verify each material input.

EMS Division Subsidiary Committee

Staff should present the annual calculation to the EMS Division Subsidiary Committee for review and recommendation when meeting schedules permit. The absence of an EMS Division Subsidiary Committee recommendation does not delay or limit the Administrative Committee's authority to act.

Administrative Committee

The Administrative Committee shall approve the reimbursement rates by resolution at a publicly noticed meeting. A majority vote is required unless a Controlling Authority requires a different vote.

7. Annual Rate-Setting and Approval Process

The annual review shall begin no later than December 1, or at least 90 days before the intended effective date if the Administrative Committee establishes a different schedule. Staff shall schedule the proposed annual rate resolution for the last regular Administrative Committee meeting before March 1 unless a different date is established by the Administrative Committee or required by a Controlling Authority. The resolution shall identify its effective date.

The annual review shall include, but not be limited to:

1. Issue a written data request identifying the Rate Year, lookback period, required source documents, and submission deadline.
2. Validate the completeness, consistency, and non-duplication of personnel, capital, maintenance and operations, transport, and restock inputs.
3. Calculate a cost profile for each Baseline Agency and calculate the systemwide capital and maintenance and operations components.
4. Calculate the Agency-Owned Ambulance UHC, Priority-Owned Ambulance UHC, and medical supply restock add-on in accordance with Section 8.
5. Prepare a staff report stating the methodology, data periods, material assumptions, Benchmark-Eligible Agencies, excluded profiles or data, fiscal impact, and any proposed deviation from the default methodology.
6. Present the proposed rates in a formally adopted Administrative Committee resolution. Upon approval and completion of any additional action required by a Controlling Authority, provide the resolution to each affected Participating Agency and implement the rates on the stated effective date.

8. Rate Calculation Methodology

For benchmark selection, staff shall calculate the personnel component for each Benchmark-Eligible Agency using the fully burdened hourly cost of one Firefighter/Paramedic and one Firefighter/EMT. The benchmark personnel calculation is standardized for rate-comparison purposes and does not depend on the agency's actual ambulance staffing configuration.

For each benchmark position, the fully burdened hourly cost shall be calculated from the CFAA Blended Base Hourly Rate and the agency-specific burden rates in effect for the Rate Year. If a submitted CFAA rate already includes a burden component, that component shall be excluded from the separate add-on to prevent duplicate recovery.

Benchmark Personnel Profile

For each Baseline Agency, staff shall calculate the Standard Benchmark Personnel Profile using the agency's verified rates for one Firefighter/Paramedic and one Firefighter/EMT, regardless of the agency's actual ambulance staffing or deployment model. A Baseline Agency is Benchmark-Eligible when sufficient verified rate data are available for both classifications. If an agency does not maintain one of the required classifications, or sufficient verified rate data are unavailable, the agency shall not be included in benchmark selection.

Agency Personnel Cost

For each Benchmark-Eligible Agency, the Agency Personnel Cost shall equal the sum of the fully burdened hourly cost of one Firefighter/Paramedic and one Firefighter/EMT. Each position shall be calculated using the CFAA Blended Base Hourly Rate and the agency-specific burden rates in effect for the Rate Year. If a submitted CFAA rate already includes a burden component, that component shall be excluded from the separate add-on to prevent duplicate recovery.

Fully Burdened Hourly Cost: CFAA Base Rate x (1 + WC/UI/Medicare Rate + Retirement Employer Rate + Fringe Rate)
WC/UI/Medicare means the combined workers' compensation, unemployment insurance, and Medicare burden used in the approved annual workbook.

Agency Personnel Cost: Sum of the fully burdened hourly costs for all required crew positions

Ambulance and Equipment Capital Cost

The capital component annualizes the current replacement cost of an Agency-Owned Ambulance and the standard durable equipment required to place it in service. The calculation uses straight-line cost allocation as a reimbursement methodology and is not financial-statement depreciation. No salvage value is assumed unless the Administrative Committee approves a different treatment by resolution.

A default 33 percent reserve allocation is applied to recognize approximately one shared reserve unit for every three front-line units. The annual workbook shall update current replacement costs using recent actual acquisitions, cooperative purchasing schedules, or documented vendor quotations. Asset categories, quantities, useful lives, and the reserve allocation are listed in Appendix A. Any change shall be disclosed in the annual staff report and resolution.

> **Hourly Capital Cost:** Sum of [(Replacement Cost x Quantity x (1 + Reserve Allocation)) / Useful Life in Years] / 8,760
> *Expendable medical supply inventory and supply-exchange costs are excluded because they are addressed through the medical supply restock add-on.*

Maintenance and Operations Cost

The maintenance and operations component shall use actual costs for the most recent complete 12-month period available. The calculation shall use the actual costs of all Agency-Owned Ambulances serving the County Contract exclusive operating areas.

Eligible costs may include fuel, oil and fluids, scheduled maintenance, repairs, tires, parts, towing, required inspections, registration, directly allocable fleet-service charges, and other ordinary fleet operating costs. The calculation shall be net of rebates, credits, insurance recoveries, warranty recoveries, and amounts paid by another party. It shall exclude capital replacement costs, medical supplies, personnel costs included in the personnel component, administrative overhead not directly allocable to fleet operations, fines, penalties, and duplicative subtotals. A cost category may not be counted both as a total and as one of its component parts.

Ambulance Unit-Years shall equal the sum of the months each included ambulance was available to support the County Contract during the lookback period, divided by 12. This permits partial-year units to be included without treating them as full-year units.

> **Hourly M&O Cost:** Eligible Actual Annual M&O Cost / Ambulance Unit-Years / 8,760

Authorized Contract or Inflation Adjustment

An Authorized Adjustment Rate may be applied only when authorized by the Administrative Committee or a Controlling Authority. The annual staff report and resolution shall separately identify the source of the adjustment, the percentage used, the data period to which it relates, the components to which it applies, and the basis for concluding that the adjustment does not duplicate cost escalation already reflected in current-cost inputs. The adjustment may not be embedded within another component.

Adjusted Agency UHC Profile

Unless the annual resolution expressly approves a different component-specific treatment, the Authorized Adjustment Rate shall be applied to the Baseline Agency subtotal after personnel, capital, and maintenance and operations costs are calculated.

> **Adjusted Agency UHC Profile:** (Agency Personnel Cost + Hourly Capital Cost + Hourly M&O Cost) x (1 + Authorized Adjustment Rate)

Benchmark Eligibility and Selection

Only Baseline Agencies for which the Standard Benchmark Personnel Profile can be calculated using sufficient verified Firefighter/Paramedic and Firefighter/EMT rate data shall be included in benchmark selection. Staff shall rank the Benchmark-Eligible Adjusted Agency UHC Profiles from lowest to highest. The default benchmark is the highest Benchmark-Eligible profile.

The Administrative Committee may select a different benchmark only by resolution stating the material facts and reasons for the deviation.

Agency-Owned Ambulance UHC

Agency-Owned Ambulance UHC: Highest Adjusted Agency UHC Profile among the Benchmark-Eligible Agencies, unless the Administrative Committee approves a documented deviation by resolution.

Priority-Owned Ambulance UHC

When a Participating Agency staffs a Priority-Owned Ambulance, the Participating Agency does not bear the ambulance capital, fleet maintenance and operations, or medical restock cost. The Priority-Owned Ambulance UHC therefore removes the systemwide capital and maintenance and operations components from the approved Agency-Owned Ambulance UHC. The rate remains subject to the Authorized Adjustment Rate embedded in the approved Agency-Owned Ambulance UHC unless the annual resolution expressly approves a different treatment.

Priority-Owned Ambulance UHC: Agency-Owned Ambulance UHC - Hourly Capital Cost - Hourly M&O Cost

Medical Supply Restock Add-On

The medical supply restock add-on reimburses the cost of consumable medical supplies and medications replenished for Agency-Owned Public-Based Ambulances. It is paid per Completed Transport because the Public-Based Ambulance Agreements use a transport-based payment mechanism. The numerator shall include eligible supplies used and restocked following all Public-Based Ambulance responses, including responses that do not result in transport, because the restock obligation is triggered by use rather than by transport.

Eligible restock cost shall be based on actual acquisition cost, net of returns, rebates, credits, manufacturer replacements, hospital replacements, and amounts paid by another party. It shall exclude durable equipment, capital items, training stock, administrative overhead, and any cost included in the UHC or another reimbursement category.

Medical Supply Restock Add-On: Eligible Actual Restock Cost for all Public-Based Ambulance responses / Completed Transports by those ambulances during the same period

The add-on is payable only for a Completed Transport by an Agency-Owned Ambulance when the public-based program bears the applicable restock cost. It is not payable when a

Participating Agency uses a Priority-Owned Ambulance because Priority owns and restocks that ambulance. It is also not payable when the same supply cost is otherwise reimbursed.

Beginning with the first annual review supported by a complete County Contract operating period, the rate shall use the actual costs and Completed Transports of all Public-Based Ambulances serving the County Contract exclusive operating areas.

9. Data Sufficiency, Exclusions, Deviations, and Corrections

Substitution for Incomplete Data

If a Participating Agency does not provide complete data, staff may use the agency's most recent verified data, adjusted for known changes, and shall disclose the substitution in the staff report.

Minimum Data Sufficiency

If fewer than three Benchmark-Eligible Agency profiles are available, staff shall recommend a rate based on the best available verified data, and the Administrative Committee resolution shall state the basis and findings supporting the selected benchmark.

Exclusions

Staff may exclude unsupported, duplicative, non-allocable, extraordinary, or non-recurring amounts. Each material exclusion shall be identified in the staff report.

Off-Cycle Rate Action

The Administrative Committee may approve an off-cycle rate resolution when a material contract amendment, staffing change, cost shift, calculation error, or other documented circumstance makes the existing rate unreasonable or inconsistent with this policy.

Corrections

A correction based on a calculation error shall be prospective unless the applicable Public-Based Ambulance Agreement and law authorize a retroactive correction and the resolution expressly approves it.

10. Required Contents of the Annual Resolution

The annual resolution, together with the supporting staff report when incorporated by reference, shall identify the following:

1. The Rate Year and effective date.
2. The Agency-Owned Ambulance UHC.
3. The Priority-Owned Ambulance UHC.
4. The medical supply restock add-on.
5. The lookback periods and Baseline Agencies used.
6. Each Baseline Agency profile considered, its Benchmark-Eligible status, and the reason for any benchmark exclusion.
7. The personnel, capital, maintenance and operations, and Authorized Adjustment Rate components, including the source and application of the Authorized Adjustment Rate.
8. The benchmark-selection result and any deviation from the default methodology.

9. Any substituted or prior-year data and any material exclusion from the annual calculation.
10. Any change to the Appendix A standard capital asset schedule, useful lives, or reserve allocation.
11. The estimated fiscal impact and confirmation that implementation is within delegated authority and available appropriations, or identification of additional action required by a Controlling Authority.
12. The version date or other identifier of the approved annual calculation workbook and a statement that the resolution supersedes the prior annual rate resolution on its effective date.

11. Records, Audit, and Confidentiality

CONFIRE shall retain the annual calculation workbook, source documents, agency certifications, staff report, resolution, and material correspondence in accordance with Administrative Committee Policy 1.004, the County Contract, and any longer applicable audit or legal-hold requirement. Participating Agencies shall provide supporting records upon reasonable request as required by their Public-Based Ambulance Agreements.

The public staff report and resolution shall use aggregated or blended data. Individual employee salary information and other confidential records shall be handled in accordance with applicable law and CONFIRE policy. Nothing in this section limits lawful audit, litigation, or regulatory access.

12. Related Authority and Records

- Third Amended and Restated Joint Powers Agreement for Consolidated Fire Agencies, as amended.
- San Bernardino County Contract No. 23-1282, as amended.
- Applicable Public-Based Ambulance Agreements.
- Administrative Committee Policy 1.001, Administrative Committee Policy Establishment and Numbering.
- Administrative Committee Policy 1.002, Adoption/Amendment of Policies.
- Administrative Committee Policy 1.004, Record Retention.
- Administrative Committee Policy 5.002, Administrative Committee Meeting Agenda.
- Administrative Committee Policy 5.003, Minutes of Administrative Committee Meetings.
- Administrative Committee Policy 6.002, EMS Division Subsidiary Committee.
- Then-current California Fire Assistance Agreement and Cal OES salary survey instructions.
- Annual Administrative Committee Public-Based Ambulance rate resolution and supporting calculation workbook.

APPENDIX A
STANDARD CAPITAL ASSET SCHEDULE

The annual workbook shall update the replacement cost for each included asset. The quantities, useful lives, and reserve allocation below reflect the initial standard. Any change requires disclosure in the annual staff report and resolution. The 33 percent reserve allocation represents approximately one shared reserve unit for every three front-line units.

Asset Category	Qty.	Useful Life	Reserve Allocation	UHC Treatment
Type I ambulance	1	7 years	33%	Included
Cardiac monitor	1	7 years	33%	Included
Power-load system	1	7 years	33%	Included
Powered cot	1	7 years	33%	Included
Stair chair	1	7 years	33%	Included
Automated CPR device	1	7 years	33%	Included
ePCR tablet	2	3 years	33%	Included
800 MHz dual-head mobile radio	1	7 years	33%	Included
Tri-band portable radio and accessories	2	7 years	33%	Included
Cellular telephone	1	3 years	33%	Included
Tactical vest and helmet	2	7 years	33%	Included
Ambulance supply-exchange inventory	As approve d	Not applicable	Not applicable	Excluded from UHC; recovered through restock add-on

Capital Formula Application

For each included asset, annualized cost equals current replacement cost multiplied by quantity and by 1.33, divided by the useful life. The hourly capital component is the sum of all annualized asset costs divided by 8,760. The annual workbook shall preserve the source for each replacement cost.

APPENDIX B
INITIAL 2026 METHODOLOGY BASIS AND RATE RECONSTRUCTION

HISTORICAL RECORD - CURRENT RATES ARE ESTABLISHED BY RESOLUTION

This appendix preserves the basis of the initial 2026 rate calculation as a historical record. It does not establish current reimbursement rates or replace a rate adopted by Administrative Committee resolution. Future rates shall be established under this policy using the then-current annual workbook and source records.

B.1 Source Basis

1. Personnel: 2026 blended CFAA base rates and agency-specific WC/UI/Medicare, retirement employer, and fringe rates for Chino Valley Fire District, Ontario Fire Department, Rancho Cucamonga Fire Protection District, and San Bernardino County Fire Protection District. County Fire used Ambulance Operator rates.
2. Capital: current replacement-cost schedule in the 2026 rate-development workbook, using the Appendix A quantities, useful lives, and 33 percent reserve allocation. The resulting hourly capital component was $10.50.
3. Maintenance and Operations: San Bernardino County Fire vehicle-management actuals for the ambulance fleet for June 1, 2025 through June 1, 2026. The workbook calculated $172.11 per ambulance-day and $7.17 per ambulance-hour.
4. Adjustment: 3.00 percent RFP inflation index applied to each agency subtotal.
5. Restock: comparable Priority Arizona operations because County Contract Public-Based Ambulance actuals were not yet available.

B.2 Agency UHC Profiles

Agency Profile	Personnel	Capital	M&O	Subtotal	3% Adj.	Adjusted UHC
Chino Valley	$168.72	$10.50	$7.17	$186.39	$5.59	$191.98
Ontario	$158.77	$10.50	$7.17	$176.44	$5.29	$181.73
Rancho Cucamonga	$129.11	$10.50	$7.17	$146.78	$4.40	$151.18
County Fire	$123.49	$10.50	$7.17	$141.16	$4.23	$145.39

The 2026 comparative analysis initially included agency personnel profiles reflecting the available source data. For benchmark selection under this policy, personnel costs are standardized using one Firefighter/Paramedic and one Firefighter/EMT regardless of an agency's actual ambulance staffing or deployment model. Benchmark eligibility therefore depends on the availability of sufficient verified rate data for those classifications. The annual benchmark calculation shall use the standardized personnel profile rather than an agency's actual ambulance staffing configuration.

B.3 Priority-Owned Ambulance Rate

Initial Priority-Owned Ambulance UHC: $181.73 - $10.50 - $7.17 = $164.06

B.4 Initial Medical Supply Restock Add-On

Priority Arizona Operation	Observed Cost per Transport
Chandler	$33.77
Glendale	$40.43
Goodyear	$39.73
Scottsdale	$36.25

The initial add-on used the highest observed amount, $40.43 per Completed Transport. This conservative transitional benchmark recognized that the comparable operations restocked fire-based agencies after all calls, including responses that did not result in transport. Once a complete County Contract operating period is available, the add-on will be replaced by the actual County Contract formula in Section 8.10.

B.5 Initial Rate Schedule for Separate Resolution

Rate	Initial Amount
Agency-Owned Ambulance UHC	$181.73 per Unit Hour
Priority-Owned Ambulance UHC	$164.06 per Unit Hour
Medical Supply Restock Add-On	$40.43 per Completed Transport; Agency-Owned Ambulances only

These amounts are included solely to reconstruct the initial methodology. The controlling rates are those stated in the then-current Administrative Committee resolution and applicable Public-Based Ambulance Agreement.

STAFF REPORT

DATE: **August 25, 2026**

FROM: **Joe Barna**
Deputy Executive Director of Administration

TO: **Administrative Committee**

SUBJECT: PUBLIC-BASED AMBULANCE REIMBURSEMENT RATES – RESOLUTION NO. 2026-03

Adopt Administrative Committee Resolution No. 2026-03 establishing the initial Public-Based Ambulance reimbursement rates effective October 1, 2026.

Background Information

Administrative Committee Policy 3.016 establishes the methodology for calculating Public-Based Ambulance reimbursement rates. The initial 2026 rate-development workbook applies that methodology using verified personnel, ambulance and equipment capital, maintenance and operations, authorized adjustment, and medical supply restock inputs.

For benchmark purposes, each Benchmark-Eligible Agency was evaluated using a standardized personnel profile consisting of one Firefighter/Paramedic and one Firefighter/EMT, regardless of the agency's actual ambulance staffing or deployment model. Ontario Fire Department produced the highest Benchmark-Eligible Adjusted Agency UHC Profile and is therefore the 2026 benchmark. This results in an Agency-Owned Ambulance rate of $181.73 per Unit Hour. The Priority-Owned Ambulance rate is $164.06 per Unit Hour after removal of the capital and maintenance and operations components borne by Priority Ambulance. No deviation from the default benchmark-selection methodology was used.

Rate	Amount	Payment Basis
Agency-Owned Ambulance Unit Hour Cost	**$181.73**	Per Unit Hour
Priority-Owned Ambulance Unit Hour Cost	**$164.06**	Per Unit Hour

The initial calculation applies the 3.00 percent RFP inflation index identified in the 2026 rate-development workbook as a separate Authorized Adjustment Rate for the initial 2026 Rate Year. It is applied once after personnel, capital, and maintenance and operations costs are calculated and is not embedded in those underlying component calculations. Staff therefore treats it as a separate rate adjustment rather than a duplicate escalation of the component inputs.

Because complete County Contract Public-Based Ambulance restock actuals are not yet available, the initial medical supply restock add-on is $40.43 per Completed Transport, based on the highest documented comparable Priority Ambulance Arizona operation. Future annual reviews will use eligible actual County Contract operating data as provided by Policy 3.016 once a complete operating period is available.

Rate	Amount	Payment Basis
Medical Supply Restock Add-On	**$40.43**	Per Completed Transport; Agency-Owned Ambulances only

Fiscal Impact

The fiscal impacts associated with the Public-Based Ambulance reimbursement rates were contemplated during preparation of the current fiscal year budget and are included within the appropriations approved in the adopted CONFIRE budget. Adoption of the proposed Resolution does not require an additional appropriation or funding request. Expenditures will remain subject to available appropriations, applicable Public-Based Ambulance Agreements, and delegated authority.

Attachments

- Administrative Committee Resolution No. 2026-03 - Initial Public-Based Ambulance Unit Hour Cost and Medical Supply Restock Reimbursement Rates

ADMINISTRATIVE COMMITTEE
RESOLUTION NO. 2026-03

A RESOLUTION OF THE ADMINISTRATIVE COMMITTEE OF THE CONSOLIDATED FIRE AGENCIES ADOPTING ADMINISTRATIVE COMMITTEE POLICY 3.016 AND ESTABLISHING INITIAL PUBLIC-BASED AMBULANCE UNIT HOUR COST AND MEDICAL SUPPLY RESTOCK REIMBURSEMENT RATES

WHEREAS, the Consolidated Fire Agencies (CONFIRE) is a joint powers authority organized under California Government Code section 6500 et seq. and the Joint Powers Agreement governing CONFIRE; and

WHEREAS, the CONFIRE Administrative Committee is authorized, subject to the Joint Powers Agreement, Board policies, adopted budget, controlling agreements, and applicable law, to direct CONFIRE operations and establish administrative policies and reimbursement rates within its delegated authority; and

WHEREAS, CONFIRE entered into San Bernardino County Contract No. 23-1282, as amended, for advanced life support and basic life support ground ambulance services, interfacility transport, critical care transport, and related services within designated exclusive operating areas; and

WHEREAS, CONFIRE's service model includes Public-Based Ambulances staffed by Participating Agencies under Public-Based Ambulance Agreements with CONFIRE, and those agreements provide or are intended to provide for reimbursement rates established annually by Administrative Committee resolution; and

WHEREAS, Administrative Committee Policy 3.016, Public-Based Ambulance Unit Hour Cost and Medical Supply Restock Reimbursement Rates, establishes a transparent, repeatable, cost-based methodology using verified personnel, ambulance and equipment capital, fleet maintenance and operations, and medical supply restock costs; and

WHEREAS, the initial 2026 rate-development workbook was prepared using the methodology established by Administrative Committee Policy 3.016 and documents the personnel, capital, maintenance and operations, authorized adjustment, and medical supply restock inputs used to derive the initial reimbursement rates; and

WHEREAS, applying the benchmark-selection methodology established by Administrative Committee Policy 3.016, Ontario Fire Department produced the highest Benchmark-Eligible Adjusted Agency UHC Profile, based on personnel cost of $158.77 per hour, capital cost of $10.50 per hour, maintenance and operations cost of $7.17 per hour, and a separately identified 3.00 percent Authorized Adjustment Rate, resulting in $181.73 per Unit Hour after rounding; and

WHEREAS, when a Participating Agency staffs a Priority-Owned Ambulance, Priority Ambulance bears the ambulance capital, maintenance and operations, and medical restock costs, supporting a rate of $164.06 per Unit Hour after removal of the $10.50 capital and $7.17 maintenance and operations components; and

WHEREAS, complete County Contract Public-Based Ambulance restock actuals were not yet available for the initial rate, so the 2026 workbook used comparable Priority Ambulance Arizona operations and selected the highest documented observed amount, $40.43 per Completed Transport, recognizing that those operations restock fire-based agencies following all responses, including responses that do not result in transport; and

WHEREAS, the Administrative Committee has reviewed the methodology, assumptions, material exclusions, and rate calculations summarized in Exhibit A and the supporting staff report, and finds that the rates are reasonable, allocable, documented, consistent with the approved cost-based reimbursement methodology, and appropriate for prospective implementation subject to applicable Public-Based Ambulance Agreements and available appropriations.

NOW, THEREFORE, BE IT RESOLVED by the Administrative Committee of the Consolidated Fire Agencies as follows:

Section 1. Recitals and Findings. The foregoing recitals are true and correct, are adopted as findings of the Administrative Committee, and are incorporated into this Resolution. Capitalized terms used but not separately defined in this Resolution have the meanings assigned to them in Administrative Committee Policy 3.016.

Section 2. Initial Rate Year and Effective Date. The initial 2026 Rate Year begins October 1, 2026. The rates established by this Resolution become effective October 1, 2026, and remain in effect until superseded by a subsequent Administrative Committee resolution and implemented in accordance with the applicable agency agreement.

Section 3. Approved Rates.

Rate	Amount	Payment Basis
Agency-Owned Ambulance Unit Hour Cost	**$181.73**	Per Unit Hour
Priority-Owned Ambulance Unit Hour Cost	**$164.06**	Per Unit Hour
Medical Supply Restock Add-On	**$40.43**	Per Completed Transport; Agency-Owned Ambulances only

The medical supply restock add-on is not payable for a Priority-Owned Ambulance or when the same supply cost is reimbursed through another source.

Section 4. Methodology and Benchmark Determination. The data periods, cost components, Authorized Adjustment Rate, benchmark selection, material exclusions, and calculations stated in Exhibit A are approved. For benchmark purposes, each Benchmark-Eligible Agency was evaluated using the Standard Benchmark Personnel Profile consisting of one Firefighter/Paramedic and one Firefighter/EMT, regardless of the agency's actual ambulance staffing or deployment model. Ontario Fire Department is approved as the benchmark profile because it produced the highest Benchmark-Eligible Adjusted Agency UHC Profile.

Section 5. Applicability and Prohibition on Duplicate Reimbursement. The rates apply only to Public-Based Ambulance services reimbursable under an applicable Public-Based Ambulance Agreement. A cost may be reimbursed only once. Costs included in the Unit Hour Cost may not also be claimed through the medical supply restock add-on or another reimbursement category.

Section 6. Contract Implementation. The Executive Director or designee is authorized to implement the rates, issue the approved rate schedule to affected Participating Agencies, and take administrative actions necessary to carry out this Resolution. When a Public-Based Ambulance Agreement expressly incorporates the annual Administrative Committee rate resolution, the reimbursement schedule is updated on the effective date. If an agreement requires an amendment or other approval, the new rate shall not be implemented until that action is completed.

Section 7. Fiscal Impact and Budget Limitation. The fiscal impacts associated with the reimbursement rates established by this Resolution were contemplated during preparation of the current fiscal year budget and are included within the appropriations approved in the adopted CONFIRE budget. Adoption of this Resolution does not require an additional appropriation or funding request. Actual expenditures will remain activity-driven based on approved reimbursement rates and eligible service activity and shall remain subject to available appropriations, applicable Public-Based Ambulance Agreements, and delegated authority.

Section 8. Annual Review. Staff shall conduct the annual rate review in accordance with Administrative Committee Policy 3.016. Beginning with the first review supported by a complete County Contract operating period, the maintenance and operations component shall use eligible actual costs of Agency-Owned Ambulances serving the County Contract exclusive operating areas, and the medical supply restock component shall use eligible actual restock costs and Completed Transports of Public-Based Ambulances serving those areas, as provided by Policy 3.016. Future rates shall be presented to the Administrative Committee for review and approval by resolution.

Section 9. Supersession, Severability, and Continuing Effect. On its effective date, this Resolution supersedes any prior Administrative Committee rate resolution or rate schedule for the same services to the extent permitted by the applicable agreement. If any provision of this Resolution is held invalid, the remaining provisions shall remain in effect. The Executive Director may correct non-substantive clerical errors without further Committee action, but any material change to a rate or methodology requires Administrative Committee approval.

PASSED, APPROVED, AND ADOPTED this ____ day of __________________, 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_______________________________________ _______________________________________

Dan Harker, Chairperson
CONFIRE Administrative Committee

Liz Berry, Clerk of the Board

CONFIRE

EXHIBIT A

INITIAL 2026 PUBLIC-BASED AMBULANCE RATE DETERMINATION SUMMARY

A. Rate Year and Data Basis

- Rate Year: Effective October 1, 2026, and continuing until superseded.
- Personnel data: 2026 blended California Fire Assistance Agreement base rates and agency-specific WC/UI/Medicare, retirement employer, and fringe rates reflected in the approved 2026 workbook.
- Capital data: Current replacement costs in the approved 2026 workbook, using the standard quantities, useful lives, and 33 percent reserve allocation established by Administrative Committee Policy 3.016.
- Maintenance and operations data: San Bernardino County Fire Protection District vehicle-management actuals for June 1, 2025 through June 1, 2026.
- Medical supply restock data: Comparable Priority Ambulance Arizona operation data reflected in the approved 2026 workbook because complete County-contract Public-Based Ambulance actuals were not yet available.
- Authorized adjustment: 3.00 percent RFP inflation index applied to each Baseline Agency subtotal after personnel, capital, and maintenance and operations costs were calculated. The supporting staff report identifies the applicable source period and basis for determining that the adjustment does not duplicate cost escalation reflected in the current-cost inputs.

• Approved annual calculation workbook: 2026 Public-Based Ambulance Rate-Development Workbook maintained in CONFIRE's official records.

• Capital schedule treatment: No deviation from the Appendix A standard asset quantities, useful lives, or 33 percent reserve allocation was used in the initial 2026 calculation.

B. Benchmark Selection

The 2026 rate-development workbook applied the benchmark-selection methodology established by Administrative Committee Policy 3.016. Benchmark personnel costs were standardized using one Firefighter/Paramedic and one Firefighter/EMT for each Benchmark-Eligible Agency, regardless of the agency's actual ambulance staffing or deployment model. Ontario Fire Department produced the highest Benchmark-Eligible Adjusted Agency UHC Profile and is therefore the approved 2026 benchmark.

Benchmark-Eligible Agency	Personnel	Capital	M&O	Subtotal	3% Adj.	Adjusted UHC
Chino Valley*	$168.72	$10.50	$7.17	$186.39	$5.59	$191.98
Ontario	$158.77	$10.50	$7.17	$176.44	$5.29	$181.73
Rancho Cucamonga	$129.11	$10.50	$7.17	$146.78	$4.40	$151.18
County Fire	$123.49	$10.50	$7.17	$141.16	$4.23	$145.39

** Chino Valley uses a dual-paramedic model and is not a valid comparator for selection of the standard firefighter paramedic/EMT benchmark.*

C. Approved Rate Calculations

Rate	Calculation	Approved Amount
Agency-Owned Ambulance UHC	($158.77 + $10.50 + $7.17) x 1.03	**$181.73 / Unit Hour**
Priority-Owned Ambulance UHC	$181.73 - $10.50 - $7.17	**$164.06 / Unit Hour**
Medical Supply Restock Add-On	Highest observed comparable operation	**$40.43 / Completed Transport**

D. Medical Supply Restock Comparator

Priority Arizona Operation	Observed Cost per Transport
Chandler	$33.77
Glendale	**$40.43**
Goodyear	$39.73
Scottsdale	$36.25

The initial $40.43 amount is a transitional benchmark. It will be replaced by the actual eligible restock costs and Completed Transports of County-contract Public-Based Ambulances when a complete operating period is available.

E. Fiscal Impact and Controls

- Activity-based fiscal formula: (Agency-Owned Ambulance Unit Hours x $181.73) + (Priority-Owned Ambulance Unit Hours x $164.06) + (eligible Agency-Owned Ambulance Completed Transports x $40.43).
- No additional revenue beyond the approved cost-based reimbursement methodology is included.
- No cost may be reimbursed more than once.
- The restock add-on is not payable for Priority-Owned Ambulances because Priority owns and restocks those ambulances.
- Implementation is limited to available appropriations, delegated authority, and the terms of the applicable agency agreement.

F. Future Annual Updates

Future reimbursement rates shall be calculated and approved in accordance with Administrative Committee Policy 3.016, as then in effect.