

**RANCHO ADOBE
FIRE PROTECTION DISTRICT**

CONFIDENTIAL ADMINISTRATIVE MANAGER
(Employment Agreement)

JULY 1, 2023 THROUGH JUNE 30, 2024

ADMINISTRATIVE MANAGERS EMPLOYMENT AGREEMENT
Approved by Board

TABLE OF CONTENTS

SECTION 1	DEFINITIONS	PAGE 3
SECTION 2	SALARIES	PAGE 3
SECTION 3	HOURS OF WORK	PAGE 3
SECTION 4	HEALTH, DENTAL, VISION CARE INSURANCE & EMPLOYEE ASSISTANCE PROGRAM	PAGE 4
SECTION 5	LIFE INSURANCE	PAGE 5
SECTION 6	LONG TERM DISABILITY INSURANCE	PAGE 5
SECTION 7	VACATION	PAGE 5
SECTION 8	HOLIDAYS	PAGE 6
SECTION 9	SICK LEAVE	PAGE 6
SECTION 10	FUNERAL LEAVE	PAGE 7
SECTION 11	LAYOFF AND REHIRE	PAGE 7
SECTION 12	RETIREMENT PLAN	PAGE 7
SECTION 13	PROMOTIONS	PAGE 8
SECTION 14	STAFF VEHICLES	PAGE 8
SECTION 15	USE OF PRIVATE VEHICLES	PAGE 8
SECTION 16	JURY DUTY	PAGE 8
SECTION 17	FULL UNDERSTANDING, MODIFICATION WAIVER	PAGE 8
SECTION 18	RENEGOTIATIONS	PAGE 9
SECTION 19	TERM	PAGE 9

RANCHO ADOBE FIRE PROTECTION DISTRICT
Administrative Manager Employment Agreement
Page 3

SECTION 1 DEFINITIONS

- A. “District” shall mean the Rancho Adobe Fire District.
- B. “Board” shall mean the Board of Directors of the Rancho Adobe Fire District.
- C. “Employer” also referred to as “District” shall mean the Rancho Adobe Fire District.
- D. “Chief” shall mean the Fire Chief of the District.
- E. “Employee(s)” shall mean Administrative Manager who is employed by the District.
- F. “Anniversary Date” shall mean the first day of the month an employee is employed in any position.
- G. “Retirement” shall mean a condition by which an employee has terminated their employment with the District by retiring through the Public Employees Retirement System.
- H. “Confidential Employee” shall mean any employee privy to information leading to decisions of management that effect employee relations, and shall include all Administrative Managers employed by the District as of January 1, 2006.

SECTION 2 SALARIES

- A. The semi-monthly salary for the Administrative Manager will be \$4417.08 for July 1, 2023 – June 30, 2024.

SECTION 3 HOURS OF WORK

- A. The weekly pay and duty schedules for the Administrative Manager are based on a thirty-eight (38) hour workweek and based upon four (4) nine-hour days, and any combination thereof to reach the required minimum hours per week. At the Chief’s discretion, the Administrative Manager may receive approval for a flexible schedule other than 8:30 a.m. to 5:30 p.m.
- B. The Fire Chief has the authority to adjust the work hours of the Administrative Manager for the benefit of the District.
- C. To complete the responsibilities and tasks associated with their positions, the Administrative Manager may be required to work hours in excess of their assigned thirty-eight (38) hours per week. To complete special projects and/or additional administrative/operational responsibilities as assigned and authorized by the Chief.

SECTION 4 HEALTH, DENTAL, VISION CARE INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM

- A. No change will be made to the current level of coverage during the term of this agreement without the mutual agreement of both the District and the Administrative Manager.

Through the term of this agreement, the District shall provide to Employees and their dependent(s), at no cost to Employees, the types of insurance programs in effect during the preceding Memorandum of Understanding. At a minimum, these include medical, dental (including orthodontic coverage) vision, life and long-term disability coverage. The District may offer alternative plans based upon advice of the District Broker or Insurance affiliate, as long as there is at least two plans to choose from. Failure for any employee group to meet the minimum requirements for enrollment will result that the whole employee group be enrolled into the majority health plan group.

- B. The District also provides, at no cost to the employee, the "Employee Assistance Program," sponsored by the District's insurance carrier.
- C. Individuals who experience a "qualifying event" (such as termination or retirement) may be eligible for benefits continuation under state or federal law (known as COBRA). Notice of rights, if any, to this coverage will be provided at or near the time of the qualifying event.
- D. Medical retirement benefits are available pursuant to terms adopted by the Board of Directors of the District.
- E. Employees that retire with good standing from the Rancho Adobe Fire District after twenty years of service under the Public Employees Retirement System may receive reimbursement for health insurance coverage up to \$300 per month, for the employee only, per Rancho Adobe Fire District Resolution R-6 2002/2003 dated November 20, 2002.
- F. H.S.A. accounts are funded in six-month increments, in January and July of each year. By January 1, HSA funds will be deposited by the District into enrolled participants qualified Health Savings Accounts. Employees that become eligible to enroll after January 1 will receive a pro-rated amount based on the remaining months in that calendar year. All H.S.A. accounts will be opened by the District with Patelco Credit Union. If a participant is unable to open a qualified HSA account, the District is under no obligation to compensate that participant in any other manner. Employees that leave or are terminated prior to June 30 or December 31 will be required to reimburse the District the pro-rated portion based on the first full calendar month following their date of separation. To calculate that amount, the District will divide the full funding received on January 1 by 12 mos. in the year, times the number of full calendar months remaining in the period that has been pre-funded. This will be withheld from the final paycheck, to the extent funds are sufficient to cover the outstanding balance or by other reimbursement to make the District whole.

Eligible employees enrolled in the District's HSA compatible health insurance plan(s) shall receive funding of up to \$3,550 for Single and \$7,100 per Family per calendar year, beginning January 1, 2020.

SECTION 5 LIFE INSURANCE

Employees have life insurance coverage which is paid by the District. All eligibility issues of criteria and benefits are determined by the insurance plan administration.

SECTION 6 LONG-TERM DISABILITY INSURANCE

Employees are covered by long-term disability insurance at District expense. All eligibility issues of criteria and benefits are determined by the insurance plan administration.

SECTION 7 VACATION

A. Vacation accruals for Administrative Manager are as follows:

One Year	104 hours annually
Five Years	160 hours annually
Ten Years	184 hours annually
Fifteen Years	208 hours annually
Twenty Years	224 hours annually

Employee must work continuously from year to year to accrue vacation hours pursuant to the following schedule:

- B. Employee accrues vacation leave on a monthly pro-rated basis.
- C. Cap On Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two and one half years' vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, she/he will resume earning vacation benefits from that day forward. In such a case, no benefits will be earned for the period in which the employee's benefits were at the maximum.
- D. Upon termination of employment or retirement, an Administrative employee will be paid for their accrued and unused vacation leave.
- E. Vacation requests shall be made as outlined in District procedures. Use of vacation time shall be charged in eight (8) hour increments.
- F. Cash out of vacation time will be allowed up to a maximum of one week, or 32 hours, not more than twice per year. Prior approval must be given by Fire Chief before cash out occurs.
- G. Any balance of unused accumulated vacation leave at time of retirement may be converted to additional service credit for each day of unused vacation leave (i.e., 250 days vacation leave equals one additional year of service credit) to the extent allowed by PERS.

SECTION 8 **HOLIDAYS**

A. Recognized Holidays include:

New Years' Day - January 1st
Dr. Martin Luther King Jr. Day - third Monday of January
Lincoln's Birthday - February 12th
Presidents' Day - third Monday of February
Cesar Chavez Day - March 31st
Memorial Day - last Monday of May
Independence Day - July 4th
Labor Day - first Monday of September
California Admission Day - September 9th
Columbus Day – second Monday of October
Veterans' Day - November 11th
Thanksgiving Day - fourth Thursday of November
Day after Thanksgiving Day
Christmas Day - December 25th
And all other holidays proclaimed by the Governor

B. Those Administrative employees will be given the Holiday off with Saturday Holidays observed the preceding Friday and Sunday Holidays observed the following Monday.

C. All members represented by this Employment Agreement shall receive in cash the sum equal to eight (8) hours compensation at their normal straight pay rate for each of the above holidays. This "holiday pay" shall be paid in June and December for the holidays that were worked and occurred in the previous six months. This pay shall be considered "Special Compensation" and shall be considered to be part of the base pay of all members of this employee's group for services rendered on a full-time basis during normal working hours. This "pensionable compensation" shall have appropriate employee CalPERS contributions deducted and forwarded to CalPERS along with the required District's contributions.

SECTION 9 **SICK LEAVE**

A. 144 hours of sick leave are allowed annually. A physician's certificate shall be required to verify an employees' ability to return to work following any work-related illness or injury of any duration. A physician's certificate shall also be required to verify an employee's ability to work following any serious injury or illness.

B. Unused sick leave will carry over from year to year.

C. Employees who have worked ten (10) consecutive years with the District shall receive payment for 1/4 of any accumulated but unused sick leave to a maximum of 720 hours upon retirement or if their position is eliminated. Any balance of unused accumulated sick leave at time of retirement may be converted to additional service credit for each day of unused sick leave (i.e., 250 days sick leave equals one additional year of service credit) to the extent allowed by PERS.

RANCHO ADOBE FIRE PROTECTION DISTRICT

Administrative Manager Employment Agreement

Page 7

- D. Use of sick time shall be charged by deducting four (4) hour increments.
- E. Sick leave shall continue to be earned while an employee is on vacation or sick leave.
- F. Employees may use hours of accumulated sick leave for the illness or injury of those family members identified in the California Labor Code.

SECTION 10 FUNERAL LEAVE

- A. In the event of a death of an immediate family member (parent, sibling, spouse, child, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, grandparents and grandchildren) an employee will be eligible for up to 40 hours off with pay.
- B. Time off in excess of allotted hours is available upon the prior approval of the Chief and shall be taken without pay, unless the employee chooses to use available vacation or sick leave.
- C. Employees may take time off with pay, up to eight hours, to attend the funeral of other family members or a close personal friend upon the prior approval of the Chief

SECTION 11 LAYOFF AND REHIRE

- A. The Administrative employee's departmental seniority date shall be established when the employee is designated as having regular status (as opposed to probationary or temporary status) within the District. Where different employees are hired or promoted on the same date, the order of seniority in either department or classification shall be based on the respective position each such employee was assigned on the eligibility list (e.g., the employee highest on the eligibility list will be granted the most seniority).
- B. Lay-offs or position eliminations shall be done in accordance with the District's Lay-Off Policy.

SECTION 12 RETIREMENT PLAN

- A. "Classic" employees are defined in the PEPRA. The PEPRA calls for all "Classic" Miscellaneous employees to be paying 8% of salary towards their CalPERS Miscellaneous retirement by January of 2018. In order to make a major step towards this goal, as of February 1st, 2014, the current 8% of salary that the District pays towards the employee's share of CalPERS retirement, as negotiated in previous years in lieu of wage increases, shall be transferred to the employee pay scales. On this same date, all eligible "Classic" Miscellaneous employees will take over payment of 100% of the 8% of salary retirement contribution.

Administrative Managers covered by this Section 15 shall retrain member contributions made by the District ("EPMC") to members' CalPERS accounts made prior to January 31, 2014 as additional compensation for retirement purposes as provided in CalPERS Code Sections 20636 and 20691.

ADMINISTRATIVE MANAGER EMPLOYMENT AGREEMENT

Approved by Board:

RANCHO ADOBE FIRE PROTECTION DISTRICT

Administrative Manager Employment Agreement

Page 8

SECTION 13 PROMOTIONS

All positions within the District shall be filled per standard promotional and hiring standards. Promotional examinations shall be first offered to qualified District employees. Only in the event that there are not enough qualified candidates, in the discretion of the Chief and the Examination Committee, to create a competitive promotional examination shall the District open the position to applicants outside the District to fill said position.

SECTION 14 STAFF VEHICLES

- A. Other Administrative employees can be assigned staff vehicles, as needed, for the conducting of District business including the need for emergency recall.
- B. The use of District vehicles shall be in accordance with District policy as outlined in the Operations Manual.

SECTION 15 USE OF PRIVATE VEHICLES

- A. The use of private vehicles by Administrative employees for conducting District business shall be limited to those situations approved by the Fire Chief.

Those situations can include: off-duty recall, an emergency where a staff vehicle is not available; extended absences from the District due to attendance at a school, seminar or other training event; or other situations where the absence of a staff vehicle from the District would create a hardship for the District.

- B. Those Administrative employees who use their private vehicle for District business, as outlined in the paragraph above, will be reimbursed on a per mile basis as outlined in District Policy in accordance with IRS Regulations.
- C. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Operations Manual.

SECTION 16 JURY DUTY

The District will pay wages when an Administrative employee is summoned and chosen for jury duty. All jury fees earned by the employee shall be reimbursed to the District.

SECTION 17 FULL UNDERSTANDING, MODIFICATION WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

RANCHO ADOBE FIRE PROTECTION DISTRICT

Administrative Manager Employment Agreement

Page 9

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the District and ratified by the membership of the Administrative Manager.

The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 18 RENEGOTIATIONS

In the event either party desires to renegotiate a successor Agreement, such party shall serve upon the other during the period July 1, 2023 to June 30, 2024 its written request to begin negotiations.

Formal negotiations shall begin no later than April 1, 2024.

SECTION 19 TERM

This Agreement shall become effective on July 1, 2023, except as otherwise specifically provided herein, and shall expire when replaced with a successor agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Dated: 6-21-23

Rancho Adobe Fire District

By: Ben Pirota

Title: Director

Dated: 6-21-23

By: Jennifer Bechtold
Jennifer Bechtold

All parties listed above agree to the terms and conditions of the Employment Agreement.

ADMINISTRATIVE MANAGER EMPLOYMENT AGREEMENT

Approved by Board:

