



**REDCOM BOARD OF DIRECTORS**

**Special Meeting**

**Agenda**

**September 12, 2024 @ 10am**

**Sheriff's Office  
2796 Ventura Avenue  
Santa Rosa, Ca 95493**

**Join by Teams Meeting, Meeting ID: 295 470 473 567, Passcode: WHKabz**

**or by phone at 1-323-886-6897 using Conference 176 237 029#**

**Director Dr. Luoto will participate remotely under the traditional teleconferencing rules under the Brown Act. Dr. Luoto's publicly accessible teleconference location is:**

**The Public Library  
316 Estrella Ave, La Selva Beach CA, 95076**

**Chairperson Chief Akre will participate remotely under the traditional teleconferencing rules under the Brown Act. Chairperson Chief Akre's publicly accessible teleconference location is:**

**El Dorado County Library, South Lake Tahoe Branch  
1000 Rufus Allen Blvd. South Lake Tahoe, CA, 96150**

Notice: Copies of additional materials provided to the Board of Directors for information on agenda items are available at the County of Sonoma Clerk of the Board's Office and the REDCOM fire & EMS 9-1-1 Center.

1. Call to Order
2. Approval of the Agenda
3. Public Comment Period

Anyone from the public may address the REDCOM Board of Directors regarding any subject over which the Board has jurisdiction, but which is not on today's agenda. Individuals will be limited to a three-minute presentation. No action will be taken by the Board as a result of any items presented at this time.

4. Executive Director's Report

5. Consent Agenda

- a. Adopt a Resolution Directing the Executive Director to work with the County of Sonoma Treasury to open a payroll bank account for REDCOM payroll processing.
- b. Adopt a Resolution Approving REDCOM's Equal Opportunity Employment Policy, Lactation Policy, Nepotism Policy, and the Policy and Complaint Procedure for the Prevention of Harassment, Discrimination, Retaliation, And Bullying, and the Injury and Illness Prevention Program, and Violence in the Workplace, and Authorizing the Executive Director to make Non-Substantive Changes to these Policies.
- c. Adopt a Resolution Approving a Professional Services Agreement with Charlotte Jourdain to assume the role of Strategic Planning Coordinator

Public Comment Period for all items on the Consent Calendar.

6. Information Item: AP Triton update on the overall transition and Muchmore Than Consulting update on the personnel transition process.
7. Action Item:
  - a. Amend Resolution 2024-05 setting the Workers' Compensation Insurance Deductible to \$5,000, and
  - b. Adopt a Resolution requesting membership in the California Intergovernmental Risk Authority's Workers' Compensation Program, and designating of the authorized Board representative alternate board representative, and their authority, and
  - c. Adopt a Resolution Authorizing the Executive Director to sign the CIRA Joint Exercise of Powers Authority Agreement.
8. Action Item: Adopt a Resolution Authorizing the Executive Director to Initiate and Approve All Documents Necessary to Enter into an Agreement with Empower for Deferred Compensation Services.
9. Action Item: Adopt a Resolution establishing REDCOM employee pay ranges and public pay schedule.
10. Action Item: Adopt a Resolution Approving the REDCOM Personnel System Rules for Classification, Compensation, And Recruitment of Employees and Authorizing the Executive Director to Make Non-Substantive Changes to the Personnel System Rules.
11. Discussion Item: Receive presentation by Muchmore Consulting and provide direction to staff regarding election to participate in State Disability Insurance (SDI).
12. Action Item: Adopt a Resolution Approving the Employees' Compensation and Benefits package.
13. Action Item: Adopt a Resolution Approving the Organizational Chart, the REDCOM Position Allocation Table, authorize Executive Director to Initiate Seniority Bridging, and authorize a budget adjustment of \$335,000 to staff the REDCOM Communications Center starting on October 9, 2024, and related budget adjustment.
14. Next Special meeting will be – September 19, 2024, at 2:00 pm
15. Adjournment- Motion to adjourn.



## REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### STAFF REPORT

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**TO: Board of Directors MEETING DATE: September 12, 2024**

**PREPARED BY: Deborah Muchmore,  
Transition Coordinator (MTC)**

**APPROVED BY: Evonne Stevens, Executive Director**

**ITEM: APPROVE A RESOLUTION DIRECTING THE EXECUTIVE DIRECTOR TO WORK WITH THE COUNTY OF SONOMA TREASURY TO OPEN A PAYROLL BANK ACCOUNT FOR REDCOM PAYROLL PROCESSING**

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#### **RECOMMENDATION**

Approve a Resolution Directing the Executive Director to work with the County of Sonoma Treasury to open a payroll bank account for REDCOM payroll processing.

#### **BACKGROUND**

REDCOM desires to become an employer of record for the personnel performing services on their behalf. This transition must occur on or before October 9, 2024. To that end, REDCOM has contracted with a payroll company, Innovative Business Solutions, to process payroll for REDCOM employees.

#### **DISCUSSION**

To pay employees in a timely manner, REDCOM must have a payroll bank account. The County of Sonoma currently provides an operating account for REDCOM revenues and expenditures and is willing to establish a payroll account for REDCOM. Administratively this would be the simplest and most feasible scenario. Pursuant to the County Treasury's Fiscal Policy Manual, REDCOM must submit a resolution from its governing Board approving the outside bank account and describing the purpose of the account in order for the County Treasury to open an outside bank account on behalf of REDCOM.

#### **RECOMMENDATION**

It is recommended the Board of Directors approve the attached resolution directing the Executive Director to open a payroll bank account for REDCOM payroll processing.

#### **FISCAL IMPACTS**

The County of Sonoma charges reasonable administrative fees to provide payroll banking services. The estimated increase in expenditure for this service is \$2575 for the remainder of FY 24-25.

### **ATTACHMENTS**

Attachment 1 – Resolution – Directing the Executive Director to work with the County of Sonoma Treasury for payroll bank account services.



REDCOM

**Resolution No: 2024-08**

**Dated: September 12, 2024**

**A RESOLUTION OF THE REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY (REDCOM) DIRECTING THE EXECUTIVE DIRECTOR TO WORK WITH THE COUNTY OF SONOMA TREASURY TO OPEN A PAYROLL BANK ACCOUNT**

**WHEREAS**, the REDCOM Board of Directors desires to employ personnel and desires to fairly compensate its employees; and

**WHEREAS**, for the purposes of processing payroll through an outside payroll service, REDCOM has engaged a local payroll company, Innovative Business Solutions; and

**WHEREAS**, pursuant to California Government Code section 53682 and the County Auditor-Controller Treasurer-Tax Collector (ACCTC) Fiscal Policy Manual, REDCOM must submit a resolution from the governing board approving the outside bank account and describing the purpose of the account; and

**WHEREAS**, the payroll company requires a bank account through which to fund employee payments.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM hereby directs the Executive Director to submit this Resolution and take all actions necessary with the County of Sonoma Treasury to open a payroll bank account and provide payroll banking services, including the payment of reasonable administrative fees.



REDCOM

IN REGULAR SESSION, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crawl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the Board Chair declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Stephen Akre,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director

Attachment: ACCTC Fiscal Policy Manual



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# FISCAL POLICY MANUAL

<b>POLICY C-4:</b>	Policy for the Establishment of Outside Bank Accounts (excluding Water Districts)
<b>APPROVED:</b>	Auditor-Controller-Treasurer-Tax Collector (ACTTC)
<b>AUTHORITY:</b>	Auditor-Controller-Treasurer-Tax Collector
<b>ISSUE/REVISED DATE:</b>	June 29, 2017

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## I. PURPOSE

To establish procedures and criteria to assist County Departments, Agencies, and Districts under the Board of Supervisors as well as other entities for which the Auditor-Controller-Treasurer-Tax Collector functions as the entity Treasurer, excluding Water Districts, in opening outside bank accounts while making every reasonable attempt to ensure funds are safe and the purpose of the account is valid.

Under California Government Code § 53682 the County Treasurer may deposit moneys in and enter into contracts with any depository, as defined in subdivision (c) of § 53630, for services to be rendered by that depository that in the Treasurer's judgment are to the public advantage.

Under California Health & Safety Code § 13854, the County Treasurer is responsible for the safekeeping of all District Funds.

## II. POLICY

The Auditor-Controller-Treasurer-Tax Collector may allow the opening of outside bank accounts for the following purposes:

1. Payroll tax payments (State and Federal)
2. Payroll account where an outside payroll service is used (only sufficient funds to cover actual payroll amounts)
3. Acceptance of credit/debit card and online bill payments
4. Per California Education Code § 42810, the governing board of any school district or any other county superintendent of schools may establish a checking account for a revolving cash fund in one or more banks
5. Other purposes deemed necessary based on justifiable business need or requirement

## III. RESPONSIBILITIES

1. The Department, Agency, or District should send a letter to the County Treasurer requesting the opening of the bank account and include the names of all signers on the account
2. A resolution from the governing board or formal request from the department head or designee approving the outside bank account and describing the purpose of the account



3. Upon review of the request by the County Treasurer, the Department, Agency, or District will be given written approval and authorization to open the account or be advised if not approved
4. The Treasurer's office will work with the Department, Agency, or District to open the bank account
5. A copy of each contract entered into pursuant to California Government Code § 53682 shall be filed with the auditor or corresponding officer of the local agency



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### STAFF REPORT

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**TO: Board of Directors MEETING DATE: September 12, 2024**

**PREPARED BY: Deborah Muchmore,  
Transition Coordinator (MTC)**

**APPROVED BY: Evonne Stevens, Executive Director**

**ITEM: ADOPT A RESOLUTION APPROVING THE REDCOM EQUAL OPPORTUNITY EMPLOYMENT POLICY, LACTATION POLICY, NEPOTISM POLICY, THE POLICY AND COMPLAINT PROCEDURE FOR THE PREVENTION OF HARASSMENT, DISCRIMINATION, RETALIATION, AND BULLYING, AND THE INJURY AND ILLNESS PREVENTION PROGRAM, AND VIOLENCE IN THE WORKPLACE, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE NON-SUBSTANTIVE CHANGES TO THESE POLICIES.**

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#### **RECOMMENDATION**

It is recommended the Board of Directors Adopt a Resolution Approving the Equal Opportunity Employment Policy, Lactation Policy, Nepotism Policy, and the Policy and Complaint Procedure for the Prevention of Harassment, Discrimination, Retaliation, And Bullying, and the Injury and Illness Prevention Program, and Violence in the Workplace, and authorizing the Executive Director to Make Non-Substantive Changes to these Policies.

#### **BACKGROUND**

REDCOM desires to become an employer of record for the personnel performing services on their behalf. This transition must occur on or before October 9, 2024. REDCOM is committed to providing systems and processes for all aspects of administering employment fairly and equitably for all individuals and employees. These policies are required of public employers and will provide the basis for employee training that will occur prior to, or shortly after, the first day of employment with REDCOM.

#### **DISCUSSION**

As a part of a comprehensive personnel management system, REDCOM is requesting approval of Administrative Policies. State and Federal Laws mandate that a public employer adopt, at a minimum, polices related to Equal Opportunity Employment, Lactation, the Prevention of Harassment, Discrimination, and Retaliation, Nepotism, and the Injury and Illness Prevention

Program, and Violence In The Workplace.

### **FISCAL IMPACTS**

There is no fiscal impact of approving this Resolution adopting administrative employment policies.

### **ATTACHMENTS**

Attachment 1 – Resolution approving Administrative Employment Policies

Exhibit A - REDCOM Equal Opportunity Employment Policy

Exhibit B - Lactation Policy

Exhibit C - Nepotism Policy

Exhibit D - Policy and Complaint Procedure for the Prevention of Harassment, Discrimination, Retaliation, And Bullying

Exhibit E - Injury and Illness Prevention Program, and Violence in the Workplace



## REDCOM

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### Equal Employment Opportunity

It is the policy of REDCOM to provide equal opportunity in employment for all persons to strictly prohibit unlawful discrimination in employment. This policy of equal employment opportunity applies to and must be an integral part of every aspect of personnel policy and practice related to any employee or applicant for employment on any basis protected by law.

- a. This Equal Employment Opportunity policy applies to all applicants, officials, volunteers, and employees of any status, without exception.
- b. It is the policy of REDCOM that its employment practices be administered without regard to actual or perceived race (including hair textures and protective hairstyles), color, religious creed (including religious dress and grooming practices), sex (including gender, gender identity, gender expression, pregnancy, and breastfeeding, and medical conditions relating to breastfeeding) national origin, ancestry, age (over 40), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran's status, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.
- c. REDCOM will make reasonable accommodation for known physical or mental disabilities of any applicant or employee to the extent required by applicable law to ensure equal employment opportunity and non-discrimination for all qualified persons with disabilities in all terms, conditions, and privileges of employment. Any employee or applicant who requires an accommodation to perform the essential functions of his or her job should contact the Executive Director to request an accommodation. REDCOM will conduct an interactive process with the employee or applicant to determine whether the requested accommodation or alternative accommodation is reasonable and can be implemented without imposing an undue hardship on REDCOM.
- d. Employees who believe they have experienced denial of equal employment opportunity or discrimination are encouraged to report this experience immediately to their supervisor or the Executive Director. REDCOM will promptly investigate the report under the Discrimination Complaints Procedure hereof.



# REDCOM

## Lactation Policy

REFERENCE: Labor Code § 1030, 1032 and 29 USC § 207(r)

### **SECTION 1: PURPOSE**

To provide a safe, discreet way a mother may express breast milk for her infant child during work hours and to meet current legislation.

### **SECTION 2: POLICY**

It is the policy of REDCOM to assist new mothers in the care and feeding of their infants, promoting health and well-being through safe, discreet, places to express milk.

#### **Lactation Break Time**

An overtime-eligible employee who wishes to express breast milk for their infant child for up to a period of one (1) year after the birth of the child, during their scheduled work hours, will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period.

#### **Request Process**

Those desiring to take a lactation break must notify a supervisor prior to taking such a break. The supervisor must respond to the request within a reasonable time. Breaks may be reasonably delayed if they seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or urgent circumstances.

#### **Location**

REDCOM will make reasonable efforts to accommodate employees by providing an appropriate location to express milk in private. The Executive Director or your supervisor will try to find a location near the employee's work area, and it will be other than a toilet stall. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied, and the employee should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

#### **Complaint Process**

Employees should contact the Executive Director or designee immediately to report any violations of this policy. An employee also has the right to file a complaint directly with the Labor Commissioner for any violation of the law related to lactation accommodations.



# REDCOM

## Nepotism Policy

### SECTION 1: PURPOSE

The purpose of this policy is to provide guidance regarding REDCOM employment practices pertaining to the employment of relatives of REDCOM employees.

### SECTION 2: POLICY

It is the policy of REDCOM not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants based on familial or marital status. No employee, prospective employee, or applicant will be denied employment or benefits of employment based on their familial or marital status. This policy applies to the selection of persons for a training program leading to employment in addition to the above designated persons. This policy applies to all REDCOM positions, including, but not limited to, full-time, part-time, temporary, provisional, and employment under a contract where the terms of the contract may be influenced by REDCOM employee who is a relative of the employee in question. REDCOM reserves the right to reasonably regulate for reasons of supervision, safety, security, or morale, the working of spouses and relatives in the same division.

#### **Appointment of Relatives**

REDCOM will prohibit any appointment to a paid position within REDCOM of any person or employee who has a marital or familial relationship with the Executive Director, their supervisor, or a member of REDCOM Board of Directors.

#### **Definitions**

Marital status is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for the purpose of this anti-discrimination policy.

Spouse is defined as one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

Familial status is defined as the state of an individual's specific relatives working for REDCOM and shall include spouse, child, brother, sister, parent or parent-in-law, stepbrother, stepsister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin.

#### **Appointments and Promotions**

REDCOM shall prohibit the initial appointment or advancement of any person or



employee to any position within any department within REDCOM, wherein that person so appointed or advanced would or may in any manner or form, supervise, public safety dispatch, or evaluate; or wherein that person would or may be supervised, dispatched or evaluated by any person within the same department, where, in either event, there exists a marital, familial status, or dating relationship factor between said persons.

### **Employee Marriages and Dating Relationships**

In the event two persons employed in the same division marry each other and would thereby fall within the prohibitions listed in this policy, one of such employees will be transferred to a comparable vacant position, if any exists, in another. The transfer of such employee shall be done in consultation with the Executive Director or designee.

If no comparable position is then vacant, the married employees may remain in their respective positions for up to six (6) months. If a conflict still exists at the end of six (6) months, the married employees may designate the one to be terminated, or the employee with less seniority will be terminated.

If the event two employees begin a dating relationship, and one party is in a supervisory position, that person is required to inform management and the Executive Director or designee of the relationship. The employees will have 60 days to resolve the situation on their own. After 60 days, if the employees have not yet resolved the situation on their own by means acceptable to REDCOM, such as a transfer or employment outside the company, the employees' supervisors will work with the – Executive Director or designee to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.



## **REDCOM**

# **POLICY AND COMPLAINT PROCEDURE FOR THE PREVENTION OF HARASSMENT, DISCRIMINATION, RETALIATION, AND BULLYING**

## **PURPOSE**

The purpose of this policy is to establish a strong commitment to prohibit and prevent discrimination, harassment, retaliation, and workplace bullying in REDCOM employment; to define those terms, and to set forth a procedure for investigating and resolving internal complaints. REDCOM encourages all covered individuals to report, as soon as possible, any conduct that is believed to violate this Policy.

## **POLICY**

It is the policy of REDCOM to promote a work environment free from discrimination, harassment, retaliation, and workplace bullying. REDCOM has zero-tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law to violate this Policy. A single act can violate this Policy and provide grounds for discipline or other appropriate sanctions.

This Policy prohibits REDCOM and its elected or appointed officials, officers, employees, contractors, trainees, volunteers, interns, reserves, and vendors from harassing or discriminating against an applicant, unpaid intern, reserves, volunteers, officer, official, vendor, contractor, or other members of the public, because of:

1. an individual's protected classification.
2. the perceptions that an individual has a protected category; or
3. the individual associates with a person who has or is perceived to have a protected category.

This policy also prohibits REDCOM and its elected or appointed officials, officers, employees, contractors, volunteers, interns, trainees, reserves, and vendors from bullying, for any reason, an applicant, unpaid intern, volunteer employee, officer, official, vendor, contractor (or other members of the public),

This Policy applies to all terms and conditions of employment, including hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

REDCOM will institute appropriate corrective and disciplinary action or up to and including termination for prohibited behavior as defined below even if the violation does not rise to the level of unlawful conduct.





## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate disciplinary action up to and including termination.

Allegations of harassment, discrimination, bullying, or retaliation could be the subject of disciplinary action, up to and including termination from employment, if determined to be frivolous, alleged to avoid one's own discipline, or made in bad faith.

REDCOM recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or the Executive Director or designee.

### **Definitions**

The following definitions apply to all sections of this policy.

#### **1.1. Protected Category:**

This Policy prohibits harassment or discrimination because of an individual's protected category. "Protected Classification" includes actual or perceived race (including, but not limited to, hair textures and protective hairstyles), religious creed (including religious dress and grooming practices), color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding, and medical conditions related to breastfeeding), national origin, ancestry, physical or mental disability<sup>1</sup>, medical condition (including cancer), genetic characteristics or information, marital status, age (over 40), sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other legally protected basis or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

#### **Interpretation and Application of Policy:**

This policy shall not be construed to create a private of independent right of action. Although this policy is intended to prohibit discrimination consistent with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the California Fair Employment and Housing Act, California Labor Code Section 1102.1, and the Affordable Care Act, REDCOM reserves the right to interpret and apply this policy to provide greater protection than what is afforded under those laws.

#### **Policy Coverage:**

This Policy prohibits REDCOM elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees,



## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

unpaid interns, volunteers, or contractors because of 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

### **Misconduct:**

Harassment and Discrimination are considered serious acts of misconduct and will not be tolerated from or by coworkers, officers, Directors, third parties, supervisors, and managers. Employees who violate this policy and engage in acts of harassment or discrimination of any type, for any duration, must be subject to severe disciplinary action, up to and including termination.

### **Discrimination:**

As used in this policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the employee's, or applicant's, perceived or actual protected category, including unequal treatment based upon the employee or applicant's association with a member of these protected classes. This Policy prohibits treating individuals differently because of the individual's protected category as defined in this Policy.

Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation, or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

### **Harassment:**

As used in this policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

Harassment may include, but is not limited to, the following types of behavior, if that behavior is taken because of a person's protected classification. Note that harassment is not limited to conduct by AUTHORITY employees. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

Speech, such as epithets, derogatory comments or slurs, and propositioning based on a protected classification. This might include inappropriate comments on appearance,



## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual acts, such as derogatory posters, cartoons, emails, pictures, or drawings related to a protected classification.

Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

### **Sexual Harassment:**

As used in this policy sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. Quid Pro Quo Sexual Harassment (“this for that”) - Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.
2. Hostile Work Environment Sexual Harassment Conduct of a sexual nature or based on sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
  - a. Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
  - b. Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets. - Leering, obscene, or vulgar gestures or making sexual gestures.



## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

- c. Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters, or any such items.
- d. Impeding or blocking movement, unwelcome touching, or assaulting others.
- e. Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- f. Conduct or comments consistently targeted at one gender, even if the content is not sexual.

### **1.2. Guidelines for Identifying Harassment:**

To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

- 1.1.1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification, and which is taken because of the recipient's protected classification.
- 1.1.2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
- 1.1.3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- 1.1.4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
- 1.1.5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

### **1.3. Retaliation:**

As used in this policy retaliation is defined as any adverse conduct or employment action taken against an employee, applicant, or contractor because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein. REDCOM has zero-tolerance for any retaliatory behavior or actions. Retaliation is strictly prohibited. "Adverse conduct" includes but is not limited to: taking sides



## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

because an individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation under this Policy: those who make good faith reports of harassment or discrimination, those who associate with an individual who is involved in reporting harassment or discrimination, and those who participate in the complaint or investigation process.

### **1.4. Workplace Bullying:**

REDCOM considers workplace bullying unacceptable and will not tolerate it under any circumstances. It is REDCOM's Policy that all applicants, officers, officials, employees, unpaid interns, volunteers, contractors, or members of the public should be able to conduct business and work in an environment free of bullying.

REDCOM expects all communications and interactions between its employees, officers, officials, volunteers, and unpaid interns with each other, vendors, contractors, and members of the public will, always, be professional, courteous, and respectful.

Managers and supervisors must take reasonable measures to prevent workplace bullying, and to respond promptly if it is identified, to address and prevent future instances. All employees are encouraged to report workplace bullying by following the complaint procedure in this Policy.

Workplace Bullying includes but is not limited to behavior that harms, intimidates, offends, degrades, or humiliates an individual, possibly in front of other employees, clients, or members of the public. Examples of bullying include, but are not limited to, profane or disrespectful language; hostile and rude behavior and speech directed at another person; derogatory or sarcastic remarks and comments about another person's appearance or job performance; angry outbursts or yelling; name calling; throwing anything at or toward another person; comments that undermine another person's trust and confidence; and retaliation against any person who has reported disruptive behavior. Bullying does not include adverse comments made by a supervisor as part of an employee's performance evaluation.

Disciplinary action or other appropriate sanctions up to and including termination of employment will be instituted for prohibited behavior as defined in this Policy.

Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participates in any investigation or administrative process related to a complaint of workplace bullying is prohibited.

All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. REDCOM is committed to responding to alleged violations.



## **TRAINING REQUIREMENTS**

Every two years, all REDCOM employees must attend Sexual Harassment Prevention and Workplace Civility training aimed at increasing their understanding of and preventing workplace sexual harassment (including harassment on the basis of sexual orientation, gender identity, and gender expression) and their role in creating an underlying culture of mutual respect in our workplace. As required by AB1343, the training must be interactive and will be provided to all supervisory employees for at least one hour every two years and supervisors for two hours every two years.

Specific components of the supervisor training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy. The training must be provided by trainers who, in addition to the other requirements set forth in 2 CCR 11024, have the ability through training or experience to train supervisors on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace.

## **COMPLAINT PROCEDURE**

Any employee or applicant who experiences or witnesses' behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. The applicant or employee should also immediately report the alleged violation to his/her supervisor, manager, or the Executive Director or designee. There is no chain of command when contacting the Executive Director or designee; an individual does not need supervisor or manager approval to do this. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor, manager or the Executive Director or designee.

### **1.5. Resources:**

A complaint may be brought forward verbally or in writing. Written complaints can be made using the Complaint Form (attached to this policy).

1.5.1 An employee, job applicant, unpaid intern, volunteer, or contractor who believes they have experienced or witnessed behavior that they believe violates this policy may make a complaint verbally or in writing with any of the following. There is no need to follow the chain of command:

- a. Immediate supervisor.
- b. Any supervisor or manager within or outside of the department.
- c. Any department head; or
- d. Director of Human Resources.



## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

- 1.5.2 Any supervisor or department head who receives a harassment complaint is required to immediately notify the Director of Human Resources immediately.
- 1.5.3 Upon receiving notification of a harassment complaint, the Director of Human Resources shall:
  - 1.5.3.1 Provide the complainant with a timely response indicating that the complaint has been received and that a fair, timely, and thorough investigation will be conducted.
  - 1.5.3.2 Timely authorize and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint. The investigation will afford all parties with appropriate due process and include interviews with:
    - a. the complainant.
    - b. the accused harasser; and
    - c. other persons who have relevant knowledge concerning the allegations in the complaint.
  - 1.5.3.3 Review the factual information gathered through the investigation to reach a reasonable conclusion as to whether the alleged conduct constitutes harassment, discrimination, or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- 1.1.5.1. Timely report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.
- 1.1.5.2. If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- 1.1.5.3. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.
- 1.1.5.4. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.

REDCOM takes a proactive approach to potential Policy violations and will investigate if its officers, supervisors, or managers become aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

The Contact person for complaints about harassment, discrimination, bullying, or retaliation is the Executive Director or your supervisor.



## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

Employee Name: Evonne Stevens

Telephone Number: (707) 565-8880

Email Address: [estevens@xsnfire.org](mailto:estevens@xsnfire.org)

Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process.

California Department of Fair Employment and Housing  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
800-884-1684 (voice), 800-700-2320 (TTY)  
or California's Relay Service at 711  
[contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov) <https://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission  
450 Golden Gate Avenue 5 West,  
P.O. Box 36025 San Francisco, CA 94102-3661  
1-800-669-4000 or  
510-735-8909 (Deaf/hard-of-hearing callers only)  
<http://www.eeoc.gov/employees>

### **Confidentiality**

Every possible effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An individual interviewed during an investigation is prohibited from trying to influence any potential witness while the investigation is ongoing. However, an employee may discuss the interview with their bargaining unit representative who is not otherwise a party to the complaint. REDCOM will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

### **DEFINITIONS**

Managers and Supervisors are responsible for:

- a. Informing employees of this Policy.
- b. Modeling appropriate behavior.
- c. Taking all steps necessary to prevent harassment, discrimination, or retaliation from occurring.





## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

- d. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
- e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
- f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- g. Informing those who complain of harassment or discrimination of their option to contact the EEOC or DFEH regarding alleged Policy violations.
- h. Assisting, advising, or consulting with employees and the Human Resources Director regarding this Policy and Complaint Procedure.
- i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with employer Personnel Rules, up to and including discharge.
- j. Implementing appropriate disciplinary and remedial actions.
- k. Reporting potential violations of this Policy of which they became aware, regardless of whether a complaint has been submitted, to the Human Resources Department or the department head.
- l. Participating in periodic training and scheduling employees for training.

Each employee or contractor is responsible for:

- a. Treating all employees and contractors with respect and consideration.
- b. Modeling appropriate behavior.
- c. Participating in periodic training.
- d. Fully cooperating with the employer's investigations by responding fully and truthfully to all questions posed during the investigation.
- e. Maintaining the confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Human Resources Director.
- f. Reporting any act, they believe in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to their immediate supervisor, or department head, or Human Resources Director.



**Dissemination of Policy**

All REDCOM employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

*Left blank intentionally*



**Workplace Harassment Complaint Form (including  
Sexual Harassment)**

This form is to be used to document any claim of illegal harassment, including sexual harassment, which occurs in the workplace. To ensure that all harassment complaints are managed appropriately, effectively, and in accordance with the organization's policy, harassment complaints, including sexual harassment complaints, will be recorded using this form. Only those individuals authorized to receive such complaints may do so. An individual need not complete this form to report an act of violence but will be contacted by the Executive Director or designee to complete the form as part of an initial review of the matter. If needed, guidance can be obtained from the Executive Director or designee.

<b>Complainant:</b>	<b>Dept:</b>
<b>Name(s) of individual engaged in the harassment:</b>	
Please describe the specific incident of harassment alleged. Describe each incident separately, including dates, times and locations. If you cannot remember exact dates, times or locations, please provide approximations. Use additional pages if necessary.	
Are there others who may have witnessed this alleged harassment? If so, please provide their name(s).	



## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

<p>Are there others who may have experienced similar alleged harassment by the individual named above? If so, please provide their name(s).</p>
<p>Did you tell anyone about your experience after the alleged incident(s)? If yes, please provide their name(s).</p>
<p>Are there others who have witnessed this behavior or others who experienced similar behavior by the individual named above? If so, please provide their name(s) and state whether they are a witness to this behavior or an individual who has experienced similar behavior:</p>
<p>Did you speak to the individual named in this report about the alleged harassment? If yes, what was his or her response?</p>



## Prevention of Harassment, Discrimination, Retaliation, & Bullying Policy

Complainant Signature: _____	Date: _____
Print Name: _____	
Job Title: _____	
*I attest that the information I have provided is a true and accurate description of my complaint and that I have not willfully or deliberately made false statements. I understand that REDCOM prohibits any individual from retaliating against me for filing a complaint and that I am to notify my immediate supervisor or Executive Director that I am a victim of retaliation.	
<b>OFFICIAL ONLY:</b>	
Signature of person receiving complaint: _____	Date: _____
Print Name: _____	
Job Title: _____	



# REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

## INJURY AND ILLNESS PREVENTION PROGRAM

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## **INJURY AND ILLNESS PREVENTION PROGRAM**

This Illness Prevention Program (IIPP) establishes the Redwood Empire Dispatch Communications REDCOM's (REDCOM) written procedures for the implementation of REDCOM Safety Program. The IIPP assigns responsibility towards preventing, controlling, and eliminating hazardous or potentially hazardous conditions in the workplace and serves as the foundation for all REDCOM Safety Programs.

The Cal/OSHA IIPP requirements are found in Title 8, California Code of Regulations, Section 3203, *Injury and Illness Prevention Program*. This content of this document is organized into the following responsive areas:

- Program Review and Certification
- Purpose and Policy Statement
- Responsibilities
- Compliance
- Communication
- Hazard Assessment
- Accident, Incident and Near Miss Reporting and Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

This document does not contain REDCOM's Hazard Mitigation or Emergency Action Plans. Each Division Executive Director is responsible to work with the Training Coordinator to prepare and maintain these plans. Division and Station safety plans are incorporated in this document as an addendum and can be viewed at the specific location for which they are written.

The IIPP identifies the divisional requirements for the following safety practices:

- An REDCOM-wide safety mindset and a commitment that together, and as individuals we conduct ourselves in a safe manner and ensure that safe work practices, documentation, protocols, and reporting timely occur.
- Responsibilities for all REDCOM employees at each level of the organization.
- Accident investigation, documentation, reporting, and correction responsibilities and procedures for any incident occurring during employment or on a REDCOM work site.
- Standards and required documentation and reporting for training, communication, and employee access to the IIP Program documentation.
- Hazard identification, assessment, abatement or mitigation, documentation, and reporting standards.
- Standards for safety as a part of performance management and discipline.

## **SECTION 1: Program Review and Certification**

REDCOM's Injury and Illness Prevention Program will be reviewed and revised as necessary to ensure the program is current. All revisions are documented on Attachment A, Program Review and Certification Log.





## SECTION 2: Purpose and Policy

**Purpose:** To establish a Cal-OSHA mandated Employee Injury and Illness Prevention Program (IIPP), in accordance with the California Code of Regulations, Title 8, Section 3203.

**Policy:** REDCOM holds the safety of our employees, as well as that of the public, as a high priority. The consideration of worker safety, and the safety of the public, bears as high a priority as the decision to commit funds or complete a task and no function of REDCOM is so critical as to require a compromise of safety.

REDCOM is committed to providing a place of employment free from health and safety hazards, promoting safe working practices, and complying with all applicable federal, state, and REDCOM safety requirements.

## SECTION 3: Responsibilities

**REDCOM Board:** REDCOM Board establishes the overall safety policy for REDCOM and authorizes sufficient funding to adequately provide for and perform the duties and responsibilities in this plan.

**Executive Director:** The Executive Director has the overall REDCOM and responsibility for implementing the provisions of the IIPP for REDCOM. Specific responsibilities include, but are not limited to:

- Ensuring that the program targets losses, exposures, and complies all applicable government standards.
- Providing active leadership & participation in the safety program.
- Holding those in management or supervisory positions accountable for safety and loss control.
- Establishing and supporting a safety committee, if established.
- Ensuring adequate funding is made available for the successful implementation of this program.
- Ensuring the safety program is fully implemented
- Ensuring policy and procedures are current.

**Managers:** Managers serve as a safety liaisons between the Board and the Executive Director, and their assigned supervisors and employees. Managers are responsible for administering, designing, and maintaining the safety program for their assigned division or function. The Operations Manager (and Communications Manager in the absence of the Operations Manager with support of Communications Training Officers serve as the main recordkeeper and source of training for REDCOM. Their responsibilities include the following:

- Providing support regarding all safety related issues.
- Reviewing, revising, and developing safety policies and procedures in order to keep the safety program updated and in compliance with Cal/OSHA requirements.
- Developing, implementing, and maintaining an effective safety program to prevent accidents, injuries, and illnesses.
- Coordinating with those in leadership roles and positions in the activities required to



## Injury and Illness Prevention Program

meet the provisions of the safety program.

- Implementing a training schedule to track and document that safety training and other Cal/OSHA requirements are scheduled and implemented.
- Monitoring and coordinating safety training and events for compliance with the projected training schedule.
- Managing safety record keeping requirements.
- Participating in accident/incident investigations, as necessary.
- Monitoring the effectiveness of the program and making recommendations to reduce risks and eliminate or control unsafe conditions in the workplace.
- Monitoring and tracking periodic safety inspections for compliance with safety program requirements.
- Ensuring that all new employees receive New Employee Safety Orientation.
- Implementing systems to encourage employee participation in the safety program.

**Supervisors:** Supervisors are responsible to model good safety behavior, hold themselves and other employees responsible for their actions related to safety in the workplace, and for:

- Providing safety information and training through tailgate meetings and during staff meetings
- Evaluating safety practices and behaviors as an element of performance management.
- Helping to develop a cooperative safety attitude by being an example to employees.
- Encouraging employees to report unsafe conditions, practices, and near misses.
- Completing their part of the New Employee Safety Orientation program in a timely manner for employees under their direct supervision.
- When appropriate, discussing safety concerns and safe job procedures as part of section meetings
- Ensuring safety is discussed, training provided and the training documented including a sign in sheet at formal staff meetings and that job-related safety training is occurring as required.
- Ensuring safe work practices are followed and hazards are reported and corrected or mitigated timely.
- Coordinating with the Safety Representative (or designee) to schedule, develop, implement, and document all workgroup safety training.
- Reporting & documenting all injuries, property damages, near misses, unsafe conditions, and unsafe practices in accordance with this policy.
- Ensuring unsafe conditions or practices are evaluated and corrected in a timely manner
- Ensuring safety inspections are conducted and documented in accordance with this policy
- Conduct special safety inspections if new substances, job tasks, or equipment introduce new hazards to their employees



## Injury and Illness Prevention Program

- Conducting accident/incident investigations when required by this policy, or as requested
- Ensuring employees receive prompt medical attention for all injuries/illnesses
- Completing the Supervisors first report of injury and any other necessary paperwork as required and related to this program and safety in general
- Ensuring that employees under their direct supervision know, understand, and follow established safety guidelines
- Providing the necessary personal protective equipment to employees under their direct supervision and train them on its use

**Employees:** It is the responsibility of each employee to follow safe working practices and comply with safety rules and regulations.

- Specific responsibilities include, but are not limited to:
- Actively contributing to the success of the overall safety program
- Accomplishing their duties using safe work practices
- Reporting unsafe conditions and practices in accordance with Section 6.0 Hazard Assessment
- Conducting safety inspections of their respective work areas and/or equipment when requested
- Correcting any observed unsafe conditions or practices, when and where appropriate
- Immediately reporting all imminent and/or serious safety conditions/practices to their supervisor
- Maintaining good housekeeping duties pertaining to their work assignments
- Reporting all injuries to a supervisor immediately or as soon as possible
- Protecting themselves from hazardous exposures/conditions by using the proper engineering controls, administrative controls, and /or personal protective equipment when required or necessary
- Maintaining safety equipment in good condition with all safety guards in place when in operation
- Advising management when there is a need for job specific training
- Coaching fellow employees on safe work practices, whenever appropriate
- Participating on the Safety Committee when requested
- Taking the initiative to temporarily suspend any work activity or unsafe conditions that they believe is an imminent or serious hazard (i.e. is immediately dangerous to life and health)
- Employee rights include, but are not limited to:
- A safe and healthful working environment.
- Receive information and training in general safety and job specific work practices
- Refuse work that would violate a health and safety standard or order where such violation would pose a real and apparent hazard to his/her safety and health
- To not perform a job until they have received instructions and training on the proper



and safe work procedures

- Contact Cal/OSHA about unsafe or unhealthful working conditions. Such complaints are strictly confidential per Cal/OSHA policy
- Have an employee representative accompany Cal/OSHA on an inspection and to talk privately to the Cal/OSHA representative during an inspection

### **SECTION 4: Compliance**

All employees, including managers and supervisors, are responsible for complying with safe and healthful work practices. REDCOM's system of ensuring that all employees comply with these practices includes one or more of the following practices:

- Informing workers of the provisions of the IIPP.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices in accordance with REDCOM's disciplinary procedures.

### **SECTION 5: Communication**

REDCOM recognizes that open, two-way communication between management and employees on health and safety issues is essential to an injury-free, productive workplace. The following systems of communication at REDCOM are designed to facilitate a continuous flow of safety and health information between management and employees in a form that is readily understandable.

#### **5.1 New Employee Orientation:**

Safety Orientations will be conducted at the time of hire and include a discussion of safety and health policies relevant to their position that stresses the importance of safety in the workplace. Safety orientation is a combined effort and is documented.

#### **5.2 Safety Postings:**

All appropriate and required safety information will be posted on Bulletin Boards throughout REDCOM worksites and stations or in other locations that are highly visible and accessible to all employees.

#### **5.3 Reporting of Unsafe Conditions Or Practices:**

Report of Unsafe Condition or Practice is used to report any unsafe conditions, practices, or near misses they may have observed or experienced. Completed forms are given to the Division Chief. Employees may submit completed forms anonymously if they so choose. The Division Chief will review all reports of unsafe conditions and determine the necessary actions needed to correct hazardous conditions in accordance with Section 8.0 Hazard Correction (see Attachment C).



#### 5.4 Safety Meetings:

Safety meetings will be held periodically to review and discuss safety issues and to provide relevant safety information. Safety meetings will be documented (See Attachment B), Safety Meeting & Training Attendance Form, or equivalent.

#### 5.5 Required Safety Training:

Employees will receive job specific training in accordance with the tasks they are required to perform, the hazards posed and regulatory requirements. This training will be provided either at time of hire as part of the New Employee Orientation, prior to performing the activity or being exposed to the hazard. All safety training will be documented (see Attachment B).

#### 5.6 Equipment Safety Training:

Equipment safety training will be provided on all new equipment where training is necessary to prevent employee, coworker or third-party injury or property damage. This training will be documented (see Attachment B).

#### 5.7 Special Safety Meetings and Tailgate, or Station Meetings:

As appropriate, supervisors or managers will hold special safety meetings, tailgate or station safety meetings to review and discuss safety issues arising out of any unusual working conditions such new job activities, work procedure, hazardous substance, new equipment, on-site contractor activities, or other non-routine working conditions. All Safety Meetings will be documented (See Attachment B).

## **SECTION 6: Hazard Assessment**

Hazard assessment and correction activities include the following programs:

#### 6.1 Periodic Inspections:

REDCOM will conduct documented safety inspections of the worksite and job activities in accordance with the following schedule in order to identify, evaluate, and correct workplace hazards and unsafe work practices.

- When the IIPP is first established
- Periodic inspection frequencies are determined by a division's or shift's work activities and associated hazards and will be performed quarterly, at a minimum
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace
- When new, previously unidentified hazards are recognized
- When occupational injuries and illnesses occur
- When employees are hired and/or reassigned to a process or work task for which a hazard evaluation has not been previously conducted
- Whenever workplace conditions warrant an inspection



## 6.2 Safety Inspection Documentation and Tracking:

All safety inspections and safety hazards discovered will be documented using (see Attachment D): Safety Inspection Report. The Division Chief will review all completed inspection reports. Hazards and unsafe conditions will be prioritized for correction by the Division Chief, or designee, according to the Section 8.0: Hazard Correction. The Division Chief, or designee, will monitor the status of these hazards and unsafe conditions until they have been corrected. When hazards have been corrected, the date will be logged onto the corresponding (see Attachment D).

## 6.3 Special Safety Inspections:

Special safety inspections will also be performed whenever:

- New substances, processes, or equipment are introduced to the workplace that represents a new occupational safety and health hazard
- REDCOM is made aware of a new or previously unrecognized hazard

# SECTION 7: Incident and Exposure Investigation

Employees are to report all work-related injuries and illnesses to their immediate supervisor in accordance with Section 7.1. A thorough investigation will be performed depending upon the seriousness of the incident and/or injury as outlined in Section 7.2.

## 7.1 Occupational Injury and Illness Reporting Procedures:

### *First Aid Injury:*

If the injury or illness is a minor first aid injury, the employee will report the injury or illness to their supervisor. The supervisor will log this information according to the Accident, Incident and Near Miss Investigation Procedures (See Attachment F), Accident, Incident, and Near Miss Investigation). Examples of minor first aid injuries include (but are not limited to) minor cuts, abrasions, or other injuries that only require flushing, cleansing, applying ointments, or require a covering such as a bandage, Band-Aid, or gauze pad. The purpose of recording these types of injuries is to ensure that all minor injuries & illnesses are dated in the event the injury/illness requires medical attention and/or becomes recordable (i.e. on the Cal/OSHA 300 Log) at a later date.

### *Recordable Injury:*

If the injury is beyond first aid (e.g. requires outside medical attention) the employee and their supervisor will follow REDCOM's Workers' Compensation claims procedures.

## 7.2 Investigation:

REDCOM will perform internal investigations of accidents, incidents and near misses in accordance with (see Attachment F). The main objective in conducting an investigation is to identify the root cause(s) of the accident or incident and make any changes necessary to prevent the accident or incident from occurring again.

### *Purpose of the Investigation:*

The main objective in investigating is to identify the root cause and any other factors that contributed to the incident so that steps can be taken to prevent the incident from occurring again.



### *Conditions to Investigate:*

All occupational incidents will be evaluated and documented using the Employee Incident Report and the Supervisor's Incident Report. Additionally, the following incidents will require a full investigation:

- Fatalities
- Serious Injury (i.e. inpatient hospitalization for a period of 24 hours for other than medical observation)
- Lost Time Injury
- Vehicle or equipment incidents involving employee or third-party injuries
- Vehicle or equipment incident involving third party property damages

### *Procedure and Documentation:*

An internal investigation of incidents will be performed using the Incident Investigation Report Form (See Attachment F).

### *When to Investigate:*

An incident evaluation and/or investigation will be performed as soon as possible after the supervisor has become aware that an incident has occurred.

## 7.3 Reporting to Cal/OSHA

[in accordance with [Title 8, Sections 330\(h\)](#) and [342](#)]

REDCOM's IIPP Administrator, or designee, will **immediately** make a telephone report to the American Canyon District Office of the CA Division of Occupational Safety and Health at (707) 649-3700 to report any **serious occupational injury, illness, or death**.

**Immediately** means as soon as practically possible but not longer than 8 hours after REDCOM knows or with diligent inquiry would have known of the death or serious injury or illness.

**Serious injury or illness** means any injury or illness occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement.

The following information must be included in the report, if available:

- Time and date of accident
- Employer's name, address, and telephone number
- Name and job title, or badge number of people reporting the accident
- Address of site of accident or event
- Name of person to contact at site of accident
- Name and address of injured employee(s)
- Nature of injury
- Location to where injured employee was moved



- List and identity of other law enforcement agencies present at the site of accident  
Description of accident and whether the accident scene instrumentality has been altered

## **SECTION 8: Hazard Correction**

Whenever possible, workplace hazards and unsafe work practices will be corrected as soon as they are identified. If not corrected the day of discovery, a target date for correction will be established based upon the following criteria:

### **8.1 Imminent Hazard:**

Imminent hazards are those conditions or practices that pose an immediate threat to the life or health of employees, public, or others who may be exposed. If not corrected, this activity or condition will likely cause a serious injury, serious illness, or fatality. If an imminent hazard is present, employees should stop activity and take immediate corrective action. If employees are unable or unsure what action to take, they will notify their supervisor who will take immediate corrective action, if possible. In either case, the employee shall document these condition(s) using the Hazard Form (see Attachment C). If it is necessary for employees to enter the area to correct the hazardous condition, they will be provided with the necessary protection and will be trained to perform these duties. If the imminent hazard cannot be corrected, the hazard area shall be declared "off-limits" until the hazard is corrected.

### **8.2 Serious Hazard:**

Serious hazards are hazards that indicate substantial probability that an employee, public, or others will suffer physical harm. If a serious hazard is present, employees should stop activity and notify their supervisor. Serious hazards shall be corrected as soon as possible or shall be declared off limits until the hazard is corrected. The employee shall document these condition(s) using the Hazard Form (see Attachment C)

### **8.3 General Hazard:**

General hazards are those that may affect the safety and health of employees. General Hazards are brought to the attention of the supervisor using the Hazard Form (see Attachment C). General Hazards will be corrected as appropriate.

### **8.4 Regulatory Hazard:**

A regulatory hazard pertains to permits, posting, record keeping, reporting requirements, or procedure deficiencies not directly affecting the safety and health of the employees. These deficiencies are noted on the Hazard Form (see Attachment C) for further review by the employee's supervisor and is corrected as appropriate.





## **SECTION 9: Training and Instruction**

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows and documented using the training form (see Attachment B) or equivalent:

- When the IIPP is first established
- To all new employees
- To all employees given new job assignments for which training has not previously provided
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard
- Whenever the employer is made aware of a new or previously unrecognized hazard
- To supervisors to familiarize them with the safety and health hazards to which workers under immediate direction and control may be exposed
- To all employees with respect to hazards specific to each employee's job assignment

## **SECTION 10: Record Keeping**

The following safety records will be kept on file with REDCOM for a minimum of 3 years:

- Incident investigations
- Safety Inspections
- Safety training records including the date of the training, the name of the person conducting the training, and a description of training contents
- Staff safety meetings including the names of attendees, the date and any safety items (e.g. topics, discussions, incident recaps, etc.)
- Unsafe Condition/Practice Reports and corrective



## Violence in the Workplace

### PURPOSE

The purpose of the Workplace Violence Prevention Program (WVPP) is to ensure that REDCOM provides its employees and members of the public with a place to conduct the business of this organization free of threats, threat of violence, intimidation, harassment, and acts of violence. It shall be the policy of REDCOM to take appropriate actions to protect, as fully as possible, all employees of the organization and members of the public from acts of violence, threats, intimidation, and harassment that may occur during the performance of job duties. REDCOM shall also take action, including involving state or local law enforcement and pursuing prosecution through judicial or other appropriate administrative remedies, when such incidents occur.

This program does not apply to employees who are teleworking from a location of their choice, which is not under the control of REDCOM.

### DEFINITIONS

- **Emergency** - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.
- **Engineering controls** - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.
- **Log** - The Violent Incident Log required by [LC section 6401.9](#).
- **Plan** - The workplace violence prevention plan required by [LC section 6401.9](#).
- **Threat of violence** - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.
- **Workplace violence** - Any act of violence or threat of violence that occurs in a place of employment.
- **Workplace violence** includes, but is not limited to, the following:
  - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
  - An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
  - The following four workplace violence types:
    - **Type 1 violence** - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.
    - **Type 2 violence** - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.
    - **Type 3 violence** - Workplace violence against an employee by a present or former



employee, supervisor, or manager.

- **Type 4 violence** - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.
  - **Workplace violence** does not include lawful acts of self-defense or defense of others.
- **Work practice controls** - Procedures and rules that are used to effectively reduce workplace violence hazards.

## RESPONSIBILITIES

REDCOM Executive Director is responsible for ensuring the implementation of an effective WVPP for their personnel. REDCOM will not ignore, condone, or tolerate threats of violence or workplace violence by any employee, appointed or elected official, volunteer, contractor, client, or visitor. We recognize that the responsibility for this program is shared, and responsibility has been assigned as follows:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Evonne Stevens	Executive Director	<b>[Overall responsibility for the plan; Evonne approves the final plan and any major changes.]</b>	(707) 494-2993	estevens@xsnfire.org
Kenneth Reese	Communications Manager	<b>[Responsible for employee involvement and training; Kenny organizes safety meetings, updates training materials, and handles any reports of workplace violence.]</b>	(707) 837-6204	kreese@xsnfire.org
TBD	TBD	<b>[Responsible for emergency response, hazard identification, and coordination with other employers; conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]</b>	[TBD]	____@xsnfire.org]

In addition, all locations for REDCOM are required to maintain a WVPP in addition to the Injury and Illness Prevention Program (IIPP) as required by [Cal/OSHA Title 8 Section 3203](#) and [§6401.9](#). A copy of this program is available Shared Drive under TO BE DETERMINED.

**Manager/Supervisor**—Managers and supervisors are responsible for ensuring compliance with the provisions of this WVPP. As managers/supervisors are representatives of REDCOM, they will ensure that many of the elements described in this plan are implemented as directed by leadership and HR. Some of these responsibilities include:

- Implementing the program in their work areas;
- Providing input to the Administrator regarding the program;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this program.



**Employee** - Employees are expected to act professionally, courteously, and responsibly at all times. Responsibilities include:

- Complying with the program;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

### **EMPLOYEE ACTIVE INVOLVEMENT**

REDCOM will seek the active involvement of employees and authorized employee representatives in developing and implementing this plan through one or more of the following items:

- Participating in periodic safety meetings with employees and their representatives to discuss the identification of workplace violence-related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings may involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures.
- Encouraging employees to participate in designing and implementing training programs and incorporating suggestions into training materials. For example, an employee might suggest a new training scenario based on a recent incident.
- Employees are asked for their input and concerns associated with workplace violence program.

Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. The plan shall always be in effect, in all work areas, and be specific to the hazards and corrective measures for each work area and operation.

### **COMPLIANCE**

REDCOM is committed to ensuring that all safety and health policies and procedures involving workplace violence prevention are clearly communicated and understood by all employees. All employees are responsible for employing safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe, healthy, and secure work environment. Our system of ensuring that all employees, including supervisors and managers, comply with work practices that are designed to make the workplace more secure and do not engage in threats or physical actions that create a security hazard for others in the workplace include:

1. Training employees, supervisors, and managers as to the provisions of REDCOM's WVPP when hired and periodically thereafter through memos, email, staff meetings, and training.
2. Providing training and Employee Assistance Program (EAP) services to employees whose compliance is deficient with the WVPP.
  - Disciplining employees for failure to comply with WVPP in accordance with REDCOM's disciplinary processes.
  - Providing employees with access to this written WVPP.

Also, employees will not be threatened with adverse action or retaliated against if they refuse to report to or leave a workplace or worksite because they have a reasonable belief that it is unsafe. Employees who state they are not coming to work because they don't feel it's safe will need to explain the threat in detail so REDCOM can investigate and take corrective actions.



Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety.

### **COMMUNICATION**

We recognize that open, two-way communication between our management team, staff, and other employers about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees and consists of one or more of the following:

- New employee orientation that includes workplace violence prevention policies and procedures
- Periodic annual review of our WVPP with all employees
- Training programs to address specific aspects of workplace violence prevention and security unique to our location, such as the following: In person, online, through EVERBRIDGE, and periodic Workplace Violence Prevention handout's and emails
  - You can reach out to a Manager or the Executive Director for more information
- Posting and distributing workplace violence prevention information
- Reporting workplace violence/security hazards or threats of violence (speak with your supervisors first; if that isn't possible, speak with the Executive Director or a Manager).
- Effective communication between employees, managers, and supervisors about security and violence concerns, including translation where appropriate
- Protecting employees who report incidents of workplace violence from retaliation by the person making the threats
  - REDCOM will immediately take the appropriate action, such as removing the person making the threats from the work area until the situation is resolved. For serious threats or acts of violence, Security and/or local law enforcement will be called via **TO BE DETERMINED** or 911.
- A system for workers to anonymously inform management about workplace security and violence concerns by slipping information in writing under the human resources or payroll office doors.
- Addressing security issues at our workplace violence prevention and/or team meetings.

### **WORKPLACE VIOLENCE INCIDENT PROCEDURE & REPORTING**

#### **Responding to Actual or Potential Workplace Violence Emergencies**

In the event of an actual or potential workplace violence emergency, REDCOM's Executive Director or Communications Manager will alert employees of the presence, location, and nature of the workplace violence through one or more of the following methods:

- Everbridge\_
- Personally visiting each workstation
- Texting a group message,
- Sending a message to all monitors (based on severity of the event).

When any employee becomes aware of an actual or potential workplace violence emergency, they shall notify the Executive Director, Human Resources, or their supervisor.



Employees will periodically be trained in evasive and protective protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

Employees can obtain help from staff assigned to respond to workplace violence emergencies through coaching and training from Communications Training Officers, training and event specific support from the Communications Manager and Executive Director, by reaching out to REDCOMS Employee Assistance provider at (TO BE DETERMINED). During an event or emergency REDCOM employees may receive assistance by **TBD Online request for assistance** calling the following number **TBD**. If no management personnel are located at the worksite, employees should call **TBD** or 911 to report the incident and request assistance from law enforcement.

### **Emergencies and Reporting a Crime**

For immediate assistance in an emergency not associated with a service call, contact emergency services or law enforcement by calling 911. For immediate assistance in an emergency associated with a service call in progress, follow internal procedures for requesting immediate backup assistance by notifying local law enforcement. Employees should also notify their supervisor, manager, and the Executive Director as soon as possible.

### **Reporting Workplace Violence Concerns**

Employees who witness or experience threats of violence or workplace violence can report the incident through their chain of command or directly to the Executive Director. Employees may report anonymously and without fear of reprisal by submitting the incident in writing through slipping it under the human resources or payroll doors.

### **Restraining Orders**

Employees or other personnel affiliated with REDCOM who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Executive Director. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Administrator to decide what actions, if any, need to be initiated.

### **HAZARD IDENTIFICATION AND EVALUATION**

REDCOM will perform workplace hazard assessment for workplace security as periodic inspections. Periodic inspections to identify and evaluate workplace security hazards and threats of workplace violence are performed by the following observer(s) in the following areas of our workplace:



Observer Name:	Area:
<u>[Enter name or Job Title]</u>	<u>[Enter name of area to be observed]</u>

The “Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist” (Attachment D) can be used to assist with the security assessment. Inspections are performed according to the following schedule:

- Frequency Annual
- Upon initial establishment of a WVPP
- When new, previously unidentified security hazards are recognized
- When occupational injuries or threats of injury occur

Additionally, REDCOM will review all submitted/reported concerns of potential hazards, which may trigger an inspection. These submittals/reports could originate from a variance sources, including the system REDCOM has implemented for employees and authorized employee representatives to anonymously inform management about workplace violence hazards of threats of violence without fear of reprisal/retaliation. Examples of reporting sources:

- Direct reports to supervisors, manager, or Executive Director
- Voicemail/email/text messages

Periodic inspections for security hazards consist of the identification and evaluation of workplace security hazards as well as changes in workplace practices, which may require an assessment for more than one type of workplace violence. The following table lists what hazards should be included when assessing different types of workplace violence.

Inspection	Workplace Security Hazards Include Assessing:
<p><b>Type I</b></p> <p><i>(Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent</i></p>	<ul style="list-style-type: none"> <li>• The exterior and interior of the workplace for its attractiveness to robbery or other criminal acts.</li> <li>• The need for security surveillance measures, such as mirrors or cameras.</li> <li>• Posting of signs notifying the public that limited cash is kept on the premises.</li> <li>• Procedures for employee response during a robbery or other criminal act.</li> <li>• Procedures for reporting suspicious persons or activities.</li> </ul>



<p><i>acts by anyone who enters the workplace or approaches)</i></p>	<ul style="list-style-type: none"> <li>• Posting emergency telephone numbers for law enforcement, fire, and medical services, where employees have access to a telephone with an outside line.</li> <li>• Limiting the amount of cash on hand and using safes for large amounts of cash, or armor car pickup.</li> <li>• Building alarm systems and Crime Prevention through Environmental Design.</li> <li>• Other: Including landscaping, lighting, ingress/egress, and building design</li> </ul>
<p><b>Type II</b>  <i>(Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.)</i></p>	<ul style="list-style-type: none"> <li>• Access to, and freedom of movement within, the workplace.</li> <li>• Adequacy of workplace security systems, such as door locks, security windows, physical barriers, and restraint systems.</li> <li>• Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.</li> <li>• Employee's skill in safely handling threatening or hostile service recipients.</li> <li>• Effectiveness of systems and procedures to warn others of a security danger or to summon assistance, e.g., alarms or panic buttons.</li> <li>• Use work practices such as "buddy" systems for specified emergency events.</li> <li>• The availability of employee's posted escape routes</li> </ul>
<p><b>Type III</b>  <i>(Workplace violence against an employee by a present or former employee, supervisor, or manager.)</i></p>	<ul style="list-style-type: none"> <li>• How effectively our establishment's workplace violence prevention policy has been communicated to employees, supervisors, or managers.</li> <li>• How effectively our establishment's management and employees communicate with each other.</li> <li>• Our employees', supervisors', and managers' knowledge of the warning signs of potential workplace violence.</li> <li>• Access to, and freedom of movement within, the workplace by non-employees, including former employees or persons with whom one of our employees is having a dispute.</li> <li>• Frequency and severity of worker reports of incidents of physical or verbal abuse by managers, supervisors or other employees.</li> <li>• Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.</li> <li>• Employee progressive disciplinary procedures.</li> </ul>
<p><b>Type IV</b>  <i>(Workplace violence committed in the workplace by a person who does not work</i></p>	<ul style="list-style-type: none"> <li>• How effectively our establishment's workplace violence prevention policy has been communicated to employees, supervisors, or managers.</li> <li>• How effectively our establishment's management and employees communicate with each other.</li> <li>• Our employees', supervisors' and managers' knowledge of the warning signs of potential workplace violence.</li> </ul>





<p><i>there, but has or is known to have had a personal relationship with an employee.)</i></p>	<ul style="list-style-type: none"><li>• Access to, and freedom of movement within, the workplace by non-employees, including former employees or persons with whom one of our employees is having a dispute.</li><li>• Frequency and severity of worker reports of incidents of physical or verbal abuse by managers, supervisors or other employees.</li><li>• Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.</li></ul>
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### INCIDENT INVESTIGATION

We have established the following policy for investigating incidents of workplace violence. Our procedures for investigating incidents of workplace violence, which include threats and acts of violence, consist of:

- Visiting the scene of an incident as soon as possible.
- Interviewing involved employees and witnesses.
- Reviewing security footage of existing security cameras, if applicable.
- Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determining instigating or causative factors of the incident.
- Taking corrective action to prevent similar incidents from occurring.
- Reviewing all previous incidents.
- Recording the findings and ensuring corrective actions are taken.
- Obtaining any reports completed by law enforcement.

The “Workplace Violence Incident Log” (Attachment A) will be used for every workplace violence incident. Staff who are charged with completing this log will take every effort to ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information that would reveal identification of any person(s) involved in a violent incident, such as names, addresses, email addresses, telephone numbers, social security numbers, or other information that, alone or in combination with other publicly available information, would reveal a person’s identity. The log will be used to capture:

- The date, time, and location of the incident.
- The workplace violence type or types involved in the incident.
- A detailed description of the incident.
- A description of each individual who committed the act(s) of violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, co-worker, supervisor or manager, partner or spouse, parent or relative, or other.
- A description of circumstances at the time of the incident, including, but not limited to, whether the victim was completing usual job duties, working in poorly lit areas, rushed,



working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.

- A description of where the incident occurred, such as in the workplace, parking lot, or other area outside the workplace.
- A classification of the type of incident, including, but not limited to, whether it involved any of the following:
  - Physical attack without a weapon such as biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, spitting, or other attack.
  - Attack with a weapon or object such as a firearm, knife, or other object.
  - Threat of physical force or threat of the use of a weapon or other object.
  - Sexual assault or threat, including rape, attempted rape, physical display, or any other unwanted verbal or physical sexual contact.
  - Animal attack.
  - Other.
- A description of the consequences of the incident, including, but not limited to:
  - Whether security or law enforcement was contacted and a description of their response.
  - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
  - Information about the person completing the log, including their name, job title, and the date completed.

### HAZARD CORRECTION

Work practice controls will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

Work practice controls are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

- Appropriate staffing levels;
- Provision of dedicated safety personnel (i.e. security guards);
- Employee training on workplace violence prevention methods; and
- Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner based on the severity of the hazard, documented, and dated.

If an imminent hazard exists that cannot be immediately abated without endangering worker(s) and/or property, all exposed workers will be removed from the situation except those necessary to correct the existing condition. Workers who are necessary to correct the hazardous conditions will be provided with the necessary protection.

The following tables provide sample corrective actions that can be implemented.

Type	Corrective Measure
<p><b>Type I</b></p> <p><i>(Workplace violence committed by a person who has no legitimate</i></p>	<ul style="list-style-type: none"> <li>• Make the workplace unattractive to robbers and other criminal acts.</li> <li>• Improve lighting around and at the workplace.</li> <li>• Provide emergency buttons to workers and install emergency alarms at the workplace.</li> <li>• Establish a safe room with a lockable door.</li> <li>• Utilize security guards and surveillance measures such as cameras or mirrors to monitor the exterior and interior workplace.</li> </ul>



<p><i>business at the worksite, and includes violent acts by anyone who enters the workplace or approaches)</i></p>	<ul style="list-style-type: none"> <li>• Follow reporting procedures for notifying designated employees of suspicious persons or activities.</li> <li>• Post emergency telephone numbers for law enforcement, fire, and medical services where employees have access to a telephone with an outside line.</li> <li>• Post signs to notify the public that limited cash is kept on the premises.</li> <li>• Limit cash on hand and use time-access safes and armored car services for large amounts of cash.</li> <li>• Provide training on emergency action procedures for employees, supervisors, and managers.</li> <li>• Use alarm systems and access control systems.</li> </ul>
<p><b>Type II</b></p> <p><i>(Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.)</i></p>	<ul style="list-style-type: none"> <li>• Control access to the workplace and freedom of movement within it, consistent with REDCOM necessity.</li> <li>• Ensure adequate workplace security/access control systems, such as door locks, security windows, physical barriers, and restraint systems.</li> <li>• Provide worker training in recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.</li> <li>• Place effective systems to warn others of a security danger or to summon assistance, e.g., alarms or panic buttons.</li> <li>• Provide procedures for a "buddy" system for specified emergency events.</li> <li>• Ensure adequate emergency escape routes.</li> </ul>
<p><b>Type III &amp; Type IV</b></p> <p><i>(Type III - Workplace violence against an employee by a present or former employee, supervisor, or manager.)</i></p> <p><i>(Type VI - Workplace violence committed in the workplace by a person who does not work there, but</i></p>	<ul style="list-style-type: none"> <li>• Communicate effectively the REDCOM's workplace violence prevention policy to all employees, supervisors, and managers.</li> <li>• Improve the effectiveness with which our establishment's management and employees communicate with each other.</li> <li>• Increase employees, supervisors', and managers' awareness of the warning signs of potential workplace violence.</li> <li>• Control access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.</li> <li>• Provide counseling to employees, supervisors, or managers who exhibit behavior that represents strain or pressure, which may lead to physical or verbal abuse of co-workers.</li> <li>• Ensure all reports of violent acts, threats of physical violence, verbal abuse, property damage, or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the aggressor.</li> <li>• Ensure worker disciplinary and discharge procedures address the potential for workplace violence.</li> <li>• Apply crime prevention measures through environmental design and administrative measures, including, but not limited to:</li> </ul>



<p><i>has or is known to have had a personal relationship with an employee.)</i></p>	<ul style="list-style-type: none"> <li>○ Well-lighted areas</li> <li>○ Security/controlled access to work area</li> <li>○ Requirement for employees to visibly display employee ID badge at all times while in a Department facility</li> <li>○ Utilization of code words (recognized by co-workers) to indicate help is needed</li> <li>○ Visitor sign-in</li> <li>○ Visitor badges</li> <li>○ Well-lighted parking lots and area surrounding the building</li> <li>○ Buddy system for walking to car or locations away from the building</li> <li>○ Security cameras</li> <li>○ Bullet-resistant glass</li> <li>○ Mounted area mirrors</li> <li>○ Onsite security guards</li> <li>○ Eliminate hiding places in areas surrounding the building, i.e. overgrown shrubs, dark areas</li> <li>○ Panic buttons</li> <li>○ Locks on restroom doors</li> <li>○ Removal of sharp objects from view that could be used as a weapon (offices with public access)</li> <li>○ Caller ID on phones</li> <li>○ Field staff check in (cell phones)</li> <li>○ Cash locked in vault or secure safe</li> </ul>
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**Critical Post-Incident Follow Up**

It is important to follow up after an incident has occurred and corrective actions are implemented. This includes checking the status of affected employees and reviewing the effectiveness of both current and recently selected corrective actions. *(It should be noted that the code requires procedures for post-incident response. However, it does not go into detail on what must be included in that procedure. Therefore, the following are suggestions on what steps can be taken.)*

**Short-term:**

- Contact each affected employee – whether or not the employee is on or off duty – to inquire regarding their current status and need for mental health intervention, as well as to assess the need for work accommodation or work site adjustment, within two days of the incident. Additional follow-ups should be conducted one week following the incident, and a follow-up two weeks following the incident will be made at the discretion of the Communications Manager, Executive Director, and immediate supervisor.
- In partnership with mental health professionals, provide critical incident debriefing to affected and potentially affected employees within two days of the incident.
- Offer an opportunity for subsequent critical incident debriefings for affected employees within two weeks of the incident.
- Assign a liaison to provide emotional support to victims' families and to assist in REDCOM related matters.

**Long-term:**

- Ensure the recovery of the most affected personnel is monitored.



- Provide training or assistance for Managers and Supervisors for supporting employees' return-to-work experiences, including being sensitive to employees' grief reactions around anniversaries of the event, holidays, and criminal justice/civil proceedings.
- Consider the need for follow-up debriefing.
- Consult with appropriate mental health professionals to provide support to employees who continue to experience severe or persistent difficulties two weeks following the incident.
- Establish a liaison to assist victims and their families in the REDCOM resources and benefits to which they are entitled.
- Conduct an assessment of the department's response to the incident. Discuss any modifications to the procedures with appropriate REDCOM staff and incorporate beneficial changes into the program.

### TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will be provided training and instruction on general and job-specific workplace violence practices. These sessions may include presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- Upon the establishment of a WVPP
- During the onboarding period for new employees
- Annually to all employees to ensure understanding of and compliance with the plan
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan (training may be targeted in scope to specifically address the new workplace violence hazard or changes to the plan)

REDCOM will provide its employees with training and instruction on the definitions listed in this plan, in addition to the training topics listed below:

- Specific WVPP and crime-prevention training for the REDCOM's Crime/WVPP Administrator to develop and maintain the policies and procedures
- Explanation of the WVPP, including measures for reporting any violent acts or threats of violence
- Key definitions associated with this program
- Instructions for reporting violent incidents or concerns to the organization and/or law enforcement without fear of reprisal
- Recognition of workplace security hazards unique to employee's jobs and the corrective measures the organization has implemented
- The completion of the **Workplace Violence Incident Log (Attachment A)** and instructions for obtaining copies of the log
- Training for identifying risk factors associated with the four types of workplace violence
- Measures to prevent workplace violence, including procedures for reporting workplace security hazards or threats to managers and supervisors
- Strategies for defusing hostile or threatening situations
- Training for recognizing alerts, alarms, or other warnings about emergency conditions and identifying escape routes/locations for sheltering
- Measures to summon others for assistance
- Routes of escape
- Disclosure of emergency medical care to be provided in the event of a violent act towards an employee
- Post-event trauma counseling for employees desiring such assistance



## EMPLOYEE ACCESS to the WVPP

REDCOM ensures the WVPP plan shall be formalized in writing and be made easily available and accessible to employees and authorized employee representatives. This includes the following

- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide a link to the online version or a digital copy unless the designated representative requests a paper copy.
- We will provide unobstructed access through a REDCOM server or website, which allows employees to review, print, and email the current version of the written WVPP. **Unobstructed access** means the employee, as part of their regular work duties, predictably and routinely uses electronic means to communicate with management or co-employees.

## RECORDKEEPING

An effective recordkeeping system helps in selecting the appropriate level of controls to prevent the recurrence of violent incidents and in determining appropriate training. Records should be kept up-to-date and will be maintained in accordance with the following retention schedule:

1. Records of workplace violence hazard identification, evaluation, and correction shall be created and maintained for a minimum of five years.
2. Training records shall be created and maintained for a minimum of one year and include: training dates; contents and/or a summary of the training sessions; names and qualifications of persons conducting the training; and names and job titles of all persons attending each training session.
3. Violent incident logs required by subdivision (d) of [California Labor Code \(LC\) 6401.7 and LC 6401.9](#) shall be maintained for a minimum of five years.
4. Records of workplace violence incident investigations conducted pursuant to subparagraph (K) of paragraph (2) of subdivision (c) shall be maintained for a minimum of five years. These records shall not contain "medical information," as defined in subdivision (j) of [Section 56.05 of the Civil Code](#).
5. All records required by this subdivision shall be made available to the Division of Occupational Safety and Health upon request for examination and copying.

All records required by paragraphs (1) to (3), inclusive, shall be made available to employees and their representatives, upon request and without cost, for examination and copying within 15 calendar days of a request.

## PROGRAM REVIEW

REDCOM WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

To obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness, review and revision of the WVPP will include the procedures listed in the "EMPLOYEE ACTIVE INVOLVEMENT" section of this WVPP. Additionally, the following actions will take place during each review:



**Violence in the Workplace Policy**

- Review of incident investigations and the Violent Incident Log
- Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable)
- Review of established risk mitigation policies/procedures to ensure violent risks are being properly identified, evaluated, and corrected, with any necessary revisions implemented promptly and communicated to all employees

**PROGRAM HISTORY**

Action	Date	Notes
Implemented	09/12/2024	WVPP was reviewed and adopted
Reviewed	09/16/2024	Reviewed with REDCOM staff
Reviewed	09/20/2024	Reviewed with REDCOM staff



**EMPLOYEE ACKNOWLEDGMENT FORM**

I, \_\_\_\_\_ (*print name*), hereby acknowledge that I have received, read, and understand REDCOM Workplace Violence Prevention Program. I agree to conform to the directives, policies, and procedures described in this program. I understand that my failure to follow these can result in disciplinary action as outlined in the employee handbook. I further understand that:

- It is my responsibility to comply with this program and aid in maintaining a violence-free work environment through attending required training and;
- I am encouraged to report suspicious persons in the area to my immediate supervisor and alerting the proper authorities when necessary.

\_\_\_\_\_  
**(Signature of Employee)**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature of Supervisor)**

\_\_\_\_\_  
**(Date)**





**ATTACHMENT A:  
Workplace Violence Incident Log**



CIRA WPV Log  
Example.xlsx



### ATTACHMENT B: Workplace Violence Prevention Incident Report Form

Part I through Part VI should be completed by the designated person based on information provided by the employee(s) involved in the incident. If any of this information includes private/sensitive data, please maintain confidentiality of affected parties/employees and handle information according to Human Resource protocols.

<b>PART I - NATURE OF INCIDENT - (check all that apply)</b>		
<input type="checkbox"/> Behavioral Observation	<input type="checkbox"/> Physical with Injury	<input type="checkbox"/> Written
<input type="checkbox"/> Electronic	<input type="checkbox"/> Physical without Injury	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Harassment	<input type="checkbox"/> Threat	_____
<input type="checkbox"/> Information Only	<input type="checkbox"/> Verbal	_____
Date of incident: _____ Approximate Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM		
<b>PART II – INCIDENT DIRECTED AT</b>		
Person(s): _____		
Building: _____		
Address: _____ _____		
<b>PART III – INCIDENT INITIATED BY</b>		
Person(s): _____		
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other Classification:		
<b>PART IV – TYPE / LOCATION INCIDENT OCCURRED</b>		
1. <b>Type of Contact:</b> <input type="checkbox"/> In-person <input type="checkbox"/> Telephone <input type="checkbox"/> Mail <input type="checkbox"/> Observation <input type="checkbox"/> Recording <input type="checkbox"/> Electronic Mail <input type="checkbox"/> Fax <input type="checkbox"/> Other: _____		
2. <b>Was the employee alone?</b> Yes No		
3. <b>Location of Incident:</b> <input type="checkbox"/> Workplace <input type="checkbox"/> Employee Residence <input type="checkbox"/> Other: _____ Address/Location _____		
4. <b>What Type of Incident was it?</b>		
<input type="checkbox"/> Type I - workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.		



Type II - workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

Type III - workplace violence against an employee by a present or former employee, supervisor, or manager.

Type IV - workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

**5. Were any threats made before the incident occurred?**  Yes  No

If yes, describe threat(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART IV – TYPE / LOCATION INCIDENT OCCURRED (Cont.)**

**6. Did the employee(s) ever report to the department that they were threatened, harassed, or suspicious that the attacker may become violent?**  Yes  No

**7. Was the perpetrator a stranger, client/patient, co-worker, or otherwise familiar person?**

Yes  No

**8. Was a weapon used?**  Yes  No

If yes, what type of weapon?

\_\_\_\_\_

**9. Were there injuries?**  Yes  No

• If yes, who was injured?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Injury Description:

\_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Injury Description:

\_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Injury Description:

\_\_\_\_\_



**10. Were there witnesses(s) to the incident?**  Yes  No

• If yes, who?

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**11. Description of observation, threat, incident, or activity** *(Continue on a separate sheet if necessary)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART V - ACTION TAKEN-REPORTING**

**1. What actions did the supervisor or manager take?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Law enforcement or other outside agencies contacted?**  Yes  No

• Agency Name: \_\_\_\_\_  
\_\_\_\_\_

Case Number (if applicable): \_\_\_\_\_  
\_\_\_\_\_



**3. Were Employee Assistance Program (EAP) services provided?**

If yes, describe:

\_\_\_\_\_

**PART VI – POST-INCIDENT ASSESSMENT**

**1. Were there any other physical injuries or psychological incidents related to this incident not previously reported?  Yes  No**

If yes, describe:

\_\_\_\_\_

**2. If a prior report to the department was made that they were threatened, harassed, or suspicious that the attacker may become violent, what actions, if any, were taken?**

\_\_\_\_\_  
\_\_\_\_\_

**3. Did the worker ever receive training in workplace violence issues?  Yes  No**

If yes, describe:

\_\_\_\_\_

**4. What were the main factors that contributed to the incident?**

\_\_\_\_\_  
\_\_\_\_\_

**5. Was critical incident stress debriefing and post-trauma counseling services provided?**

Yes  No

If yes, describe:

\_\_\_\_\_  
\_\_\_\_\_

**6. What can be done to prevent future ?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT C:  
Workplace Violence Prevention Program  
Progressive Behavior Action Guidelines**

Behavior Level	Behaviors	Manager/Supervisor's Guidelines for Action
<b>Level I</b>	<b>The employee may:</b>	
	Show signs of increasing stress, perhaps involving negative changes in behavior	Observe, ask if the employee how they are doing, and document
	Show signs of a deterioration in work performance	Engage employee in conversation to gain insight into behavior, document
	Show signs of increasingly unkempt appearance	Carefully offer help
	Show signs of alcohol or substance abuse	Report concerns, if continuing, to next higher-level supervisor, seek consultation from your HR Team and EAP consulting services for managers/supervisors.
	Show signs of distress over personal or workplace problems	
	"act strange" or "unusual" by appearing confrontational, argumentative, stressed, anxious, withdrawn or secretive	
	Behavior is such to cause concern for person's own well-being or possibly others	
<b>Level II</b>	<b>The employee may:</b>	
	Make veiled threats to harm	Report concerns to next higher-level supervisor before any effort to engage person
	Intimidate others	Engage person in conversation, if appropriate, to gain insight into potential for violent behavior and document.
	Have a history of violent behavior and lose temper easily	Consult with next higher level of administration as follow-up
	Be chronically disgruntled, inflexible	
	Refuse to take responsibility for problems or actions	Seek consultation from your Personnel Office
	Find fault with and blame others	
	Have a deep sense of entitlement	
	Have an obsession with weapons and empathy with those who resort to violence	



**Violence in the Workplace Policy**

Behavior Level	Behaviors	Manager/Supervisor's Guidelines for Action
<b>Level III</b>	The employee may:	
	Make blatant threats to harm others and/or destroy property	Warn those who may be in immediate danger
	Carry a weapon on campus	Immediately report behavior to next higher-level authority and press for quick intervention
	Engage in aggressive behavior such as verbal abuse, physical "in your face" posturing	If employee is present and seriously acting- out, call 9-1-1 and ask for assistance
<b>Level IV</b>	The employee:	
	Is violent toward others or property Displays overt acts of violence or out-of- control behavior	Call 9-1-1 for immediate assistance.
		Attempt to get others out of harms' way.
May or may not use a weapon or cause death	Inform next higher-level authority.	



**ATTACHMENT D:  
Workplace Violence Prevention  
Environmental Hazard Assessment & Control Checklist**

This checklist can help evaluate the workplace and job tasks to see what situations may place employees at risk of assault. It is not confined to a single industry or occupation but can be used for any workplace. Adapt the checklist to fit your own needs. It is very comprehensive, and not every question will apply to your workplace. Write "N/A" in the NOTES column. Add any other questions you think are important.

<b>RISK FACTORS FOR WORKPLACE VIOLENCE</b>			
<i>Cal/OSHA and NIOSH have identified the following risk factors that may contribute to violence in the workplace. If you have one or more of these risk factors in your workplace, there may be a potential for violence.</i>			
<b>Question</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
Do employees have contact with the public?			
Do they exchange money with the public?			
Do they interact with visitors (such as a front desk receptionist, checkout clerk, service desk, etc.)			
Do they work alone?			
Do they work late at night or during early morning hours?			
Is the workplace often understaffed?			
Is the workplace located in an area with a high crime rate?			
Do employees enter areas with a high crime rate?			
Do they ever perform duties that could upset people (deny benefits, turn off utilities, collect debts, confiscate property, etc.)?			
Do they deal with people known or suspected to have a history of violence, special needs, mental illness?			
Do any employees or supervisors, or clients/customers have a history of assault, verbal abuse, harassment, or other threatening behavior?			
Are employees told and trained on who is responsible for security?			





Other Risk Factors (Describe):

**INSPECTING WORK AREA**

*You or your workplace violence/crime prevention committee should now begin a “walk around” inspection to identify potential security hazards. This inspection can tell you which hazards are already well controlled, and what control measures need to be added. Not all of the following questions can be answered through simple observation. You may also need to talk to employees or investigate in other ways.*

**General Actions**

Question	All Areas	Some Areas	Few Areas	No Areas	Note/Follow-up Action
Are nametags, ID cards required for employees (omitting personal information such as home address)?					
Are employees notified of past violent acts in the workplace?					
Are there trained security personnel, accessible to employees in a timely manner?					
Is there established liaison with the local police department?					
Are bullet-resistant windows or similar barriers used when money is exchanged with the public?					
Are areas where money is exchanged visible to others who could help in an emergency? (For example, you can see cash register areas from outside)?					

Other Observations:

**INSPECTING EXTERIOR BUILDING AREAS**

Question	Yes	No	Notes
Do employees feel safe walking to and from the workplace?			
Are the entrances to the building clearly visible from the street?			
Is the area surrounding the building free of bushes or other hiding places?			
Is security personnel provided outside the building?			



Is video surveillance provided outside the building?			
Is there enough lighting to see clearly outside the building?			
Are all exterior walkways visible to security personnel?			
Other Observations:			

**INSPECTING PARKING AREAS**

Question	Yes	No	Notes
Is there a nearby parking lot reserved for employees only?			
Is the parking lot attended or otherwise secured?			
Is the parking lot free of blind spots and is landscaping trimmed back to prevent hiding places?			
Is there enough lighting to see clearly in the parking lot and when walking to the building?			
Are security escorts or "buddy system" available to employees walking to and from the parking lot?			
Other Observations:			

**SECURITY MEASURES**

Question	In Place	Should Add	N/A	Notes
Physical barriers (plexiglass partitions, bullet resistant customer windows, etc.)?				
Security cameras or closed-circuit TV in high-risk areas?				
Panic buttons?				
Alarm systems?				
Door locks?				
Internal telephone system to activate emergency assistance?				
Telephones with an outside line programmed for 911?				
Two-way radios, pagers, or cellular telephones?				
Security mirrors (e.g. convex mirrors)?				
Secured entry (e.g. "buzzers")?				
Personal alarm devices?				



**Violence in the Workplace Policy**

“Drop safes” to limit amount of cash on hand?				
Broken windows repaired promptly?				
Security systems, locks, etc. tested on a regular basis and repaired promptly when necessary?				
Other Observations:				

**Checklist Completed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_



REDCOM

**Resolution No: 2024-09**

**Dated: September 12, 2024**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY  
(REDCOM) ADOPTING AND APPROVING THE REDCOM EQUAL  
OPPORTUNITY EMPLOYMENT POLICY, LACTATION POLICY, NEPOTISM  
POLICY, THE POLICY AND COMPLAINT PROCEDURE FOR THE  
PREVENTION OF HARASSMENT, DISCRIMINATION, RETALIATION, AND  
BULLYING, AND THE INJURY AND ILLNESS PREVENTION PROGRAM,  
AND VIOLENCE IN THE WORKPLACE, AND AUTHORIZING THE  
EXECUTIVE DIRECTOR TO MAKE NON-SUBSTANTIVE CHANGES TO  
THESE POLICIES**

**WHEREAS**, the REDCOM Board of Directors desires to employ personnel and desires to provide a set of policies to guide conduct, behavior, and ensure a safe work environment; and

**WHEREAS**, the policies attached to this Resolution are required by federal or state law or regulation as a public employer; and

**WHEREAS**, staff has developed these policies in compliance with the application law(s) or regulation(s).

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM hereby approves the attached REDCOM Administrative Policies, including the Equal Opportunity Employment Policy, Lactation Policy, Nepotism Policy, and the Policy and Complaint Procedure for the Prevention of Harassment, Discrimination, Retaliation, And Bullying, and the Injury and Illness Prevention Program, and Violence in the Workplace, and authorizing the Executive Director to make non-substantive changes to the policies.



REDCOM

IN REGULAR SESSION, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crawl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the Board Chair declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

\_\_\_\_\_  
Stephen Akre,

\_\_\_\_\_  
Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director



## **REDCOM**

2796 Ventura Avenue  
Santa Rosa, CA 95403  
Tel: (707)568-5992

### **AGENDA ITEM 5c: STAFF REPORT**

**For the meeting of September 12, 2024**

**To: REDCOM Board of Directors**

**From: Evonne Stevens, Executive Director**

**Subject: Professional Services Agreement with Charlotte Jourdain**

---

#### **RECOMMENDATION**

Approve the Professional Services Agreement with Charlotte Jourdain for Strategic Planning Support.

#### **BACKGROUND**

The REDCOM Board of Directors Ad Hoc 1 and Ad Hoc 2 committees have identified the need for strategic support to ensure REDCOM can effectively operate as a public employer for the Dispatch Communications Center.

#### **DISCUSSION**

Staff recommends entering into a professional services agreement with Charlotte Jourdain to provide strategic planning support, including coordination of the budgeting and fiscal reporting processes in light of new costs associated with employees, and potential new revenues from Measure H (2024); coordination of the assessment of current governance, policies and procedures; coordination of labor relations needs; review of the Authority's administrative needs; support and train staff and Board members to understand and participate effectively in enhancing the financial and programmatic stability of the organization.

#### **FISCAL IMPACTS**

Total not to exceed the amount of this agreement is \$150,000.

#### **ATTACHMENTS**

Attachment 1: Professional Services Agreement with Charlotte Jourdain

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY  
(REDCOM)  
AND CHARLOTTE JOURDAIN**

This Agreement, dated as of September 12, 2024 ("Effective Date") by and between the Redwood Empire Dispatch Communications Authority, a Joint Powers Authority, (hereinafter referred to as "REDCOM"), and Charlotte Jourdain ("CONSULTANT"), hereinafter collectively referred to as the "Parties."

**1. HEADINGS**

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

**2. ATTACHMENTS**

Attachments 1 (Scope of Work) and 2 (Compensation) are attached hereto and incorporated by reference.

**3. CONSULTANT'S SCOPE OF SERVICES AND PERFORMANCE STANDARD AND REDCOM RESPONSIBILITIES**

- A.** CONSULTANT agrees to perform all services described in Attachment 1, Scope of Work, for payment pursuant to Attachment 2, in accordance with the terms and conditions of this Agreement. CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. REDCOM has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care.
- B.** CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time REDCOM, in its sole discretion, desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from REDCOM. The CONSULTANT shall deploy the following persons ("Key Personnel") in the provision of services under this Agreement: Charlotte Jourdain. CONSULTANT may, in its sole discretion, retain additional subcontractors as needed to complete the Scope of Work. Any additions or modifications to the Scope of Work, including the addition of subcontractors to fulfill said changes to the Scope of Work, shall only be made in writing signed by both Parties.
- C.** REDCOM shall provide complete, accurate, and timely information regarding REDCOM'S requirements and shall designate by name a representative authorized to act on its behalf. REDCOM shall examine documents or other instruments submitted by CONSULTANT and shall promptly render any decisions necessary in order to avoid unreasonable delay. REDCOM shall provide any additional materials, other than those CONSULTANT is responsible to provide, that are reasonably necessary to complete the Scope of Work. REDCOM shall provide reasonable access to any locations under the

control of REDCOM required for CONSULTANT to perform the services hereunder. Any additional requirements will be identified in Attachment 1.

**4. TERM**

The Term of this Agreement begins on the Effective Date and ends on September 12, 2025. The Term of this Agreement may be extended with an amendment executed by both Parties.

**5. PAYMENT**

For all services performed in accordance with the Agreement, payment shall be made to CONSULTANT as provided in Attachment 2.

**6. INDEPENDENT CONTRACTOR**

- A.** No relationship of employer and employee is created by this Agreement. It is understood and agreed that CONSULTANT is, at all times, an independent contractor and can perform work for others. CONSULTANT is not the agent or employee of the REDCOM in any capacity whatsoever and REDCOM shall not be liable in any manner for any acts or omissions by CONSULTANT or for any obligations or liabilities incurred by CONSULTANT, its employees, or agents.
- B.** CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- C.** CONSULTANT shall be solely liable for, and obligated to pay directly, all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees, and CONSULTANT agrees to indemnify, and hold REDCOM harmless from any and all liability which REDCOM may incur because of CONSULTANT's failure to pay such amounts.
- D.** In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of REDCOM.

**7. INDEMNIFICATION AND LIMITATION OF LIABILITY**

- A.** Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the other party, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory



proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the indemnitor, its officers, employees, or agents, under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the indemnitee.

- B.** The existence or acceptance by REDCOM of any of the insurance policies or coverages described in this Agreement shall not affect or limit CONSULTANT'S indemnification of REDCOM under this Section 7, nor shall the limits of such insurance limit the liability of CONSULTANT hereunder. The provisions of this Section 7 shall survive any expiration or termination of this Agreement
- C.** Limitation of Liability. Except for fees owed hereunder, in no event will a party be liable to the other party or to any third party for any consequential, indirect, incidental or special damages, even if that party has been advised at any time of the possibility of such damages or for any amount, on a cumulative basis exceeding the aggregate of the fees actually paid to CONSULTANT in the preceding 12 months under this Agreement for all services or deliverables resulting in the claim.

## **8. INSURANCE**

- A.** CONSULTANT shall maintain at all times during the performance of this Agreement a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000; an automobile liability insurance policy in the minimum amount of \$500,000. CONSULTANT's insurance policies shall provide primary coverage with respect to any claims arising under this Agreement.
- B.** All insurance policies shall: (i) provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the REDCOM'S representative as shown in Section 22 Notices; (ii) be evidenced by the Certificate of Insurance naming REDCOM as an additional insured; and (iii) be approved as to form and sufficiency by the REDCOM Executive Director.
- C.** CONSULTANT shall promptly forward all insurance documents to the REDCOM upon execution of this Agreement.

## **9. CONFORMITY WITH LAW AND SAFETY**

In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services provided by CONSULTANT.

## **10. COSTS AND EXPENSES**

- a.** Travel costs: CONSULTANT shall not be compensated for travel expenses to carry out the work of the REDCOM unless approved in advance by REDCOM in accordance with Attachment 2, billed at actual cost. Email approval by the REDCOM Executive Director is sufficient to

demonstrate approval under this Section 10(a).

- b. Other Costs. CONSULTANT shall be compensated for other costs, including, without limitation: fees owed to third party subcontractors.

## **11. TAXES**

Payment of all applicable federal, state and local taxes shall be the sole responsibility of the CONSULTANT.

## **12. ACCESS AND RETENTION OF RECORDS**

CONSULTANT agrees to provide REDCOM and its designees access to all of the CONSULTANT's Work Product related to this Agreement and that the CONSULTANT shall maintain its Work Product related to this Agreement for a period of not less than five (5) years after the final payment to the CONSULTANT is made by REDCOM, to the extent CONSULTANT has retained Work Product that REDCOM doesn't also have in its possession. As used herein, "Work Product" means all reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by CONSULTANT and any other work product generated by CONSULTANT in furtherance of the Scope of Work, as specified in Attachment 1 (Scope of Work).

## **13. CONFLICT OF INTEREST**

CONSULTANT covenants that CONSULTANT presently has no interest, and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement, including but not limited to any provision of services to any federal, state or local regulatory or other public agency which has any interest adverse or potentially adverse to the REDCOM, as determined in the reasonable judgment of the REDCOM. Entering into this Agreement does not preclude CONSULTANT from working for others as long as CONSULTANT ensures that such work does not constitute a conflict of interest.

## **14. CONFIDENTIALITY**

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement for REDCOM will be kept confidential and not be disclosed to any other person or entity except as required by law. CONSULTANT agrees to immediately notify REDCOM if CONSULTANT is requested to disclose to others any information made known to or discovered by CONSULTANT during the performance of or in connection with this Agreement.

## **15. USE OF REDCOM PROPERTY AND OWNERSHIP OF WORK PRODUCT**

CONSULTANT shall not use REDCOM property (including equipment, instruments, and supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by CONSULTANT in connection with this Agreement, shall be the Work Product of REDCOM.

**16. TERMINATION**

- A.** Either party may terminate this Agreement for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Agreement in a timely manner as provided herein.
- B.** REDCOM has and reserves the right to terminate this Agreement at its convenience and without cause upon thirty (30) days written notice to CONSULTANT. In the event that the REDCOM should terminate this Agreement for its convenience, CONSULTANT shall be entitled to payment for services provided hereunder, as provided in Attachment 2, including for such services performed prior to the effective date of said termination as of the date of the termination, which payment shall be per the terms set forth in Attachment 2.
- C.** In the event of termination, CONSULTANT shall promptly deliver to REDCOM all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by CONSULTANT.

**17. CHOICE OF LAW; ADR**

- A.** Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to pre-suit confidential mediation, and only if the matter is not resolved through confidential mediation, then it may proceed to further proceedings. Confidential Mediation shall be conducted in Sonoma County by a mutually acceptable mediator.
- B.** CONSULTANT and REDCOM agree that if a dispute arises in the performance of this Agreement the laws of the State of California will govern. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa, CA or the forum nearest to the City of Santa Rosa in the County of Sonoma.

**18. ENTIRE AGREEMENT**

- A.** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between REDCOM and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments.
- B.** This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both Parties.
- C.** This Agreement and all related obligations and services hereunder are intended for the sole benefit of REDCOM and CONSULTANT and are not intended to create any third-party rights or benefits.

**19. AMENDMENT**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both Parties.

## **20. SEVERABILITY**

If any part of this Agreement or the application thereof is declared to be invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are deemed severable.

## **21. SUCCESSORS AND ASSIGNS**

This Agreement is binding upon and inures to the benefit of the successor, executors, administrators, and assigns of each party to this Agreement, provided, however, that CONSULTANT shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the REDCOM. Any attempted assignment without such consent shall be invalid.

## **22. NOTICES**

**A.** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- (i)** Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- (ii)** First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- (iii)** Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- (iv)** Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/OHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

**B.** Addresses for purpose of giving notice are as follows:

- (i)** To: REDCOM:  
  
REDCOM JPA  
2796 Ventura Ave.  
Santa Rosa, CA 95403

Attn: Executive Director,

To: Charlotte Jourdain  
19 Pixley Ave, Unit 11  
Corte Madera, CA 94925  
chajoumar@icloud.com

- C. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.
- D. Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

**23. NO WAIVER OF BREACH**

The waiver by a party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

**24. SURVIVAL OF TERMS**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**25. TIME OF THE ESSENCE**

Time is and shall be of the essence of this Agreement and every provision hereof.

**26. AUTHORITY TO SIGN**

By signing this Agreement, signatories warrant and represent that they have executed this Agreement in their authorized capacity.

**27. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or REDCOM-approved electronic means have the same force and effect as the use of a manual signature. Both REDCOM and CONSULTANT wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. REDCOM reserves the right to reject any signature that cannot be positively verified by the REDCOM as an authentic

electronic signature.

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

CONSULTANT: Charlotte Jourdain

REDWOOD EMPIRE DISPATCH  
COMMUNICATIONS AUTHORITY:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
REDCOM Board Chair

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1 (Scope of Work)  
Attachment 2 (Payment)

## Attachment 1: Scope of Work

Provide consulting services and advise to REDCOM which includes, but is not limited to:

- Coordinate the assessment of current governance, policies and procedures, and recommend revisions as necessary. This includes the review and assessment of proposed Joint Powers Agreement (JPA) and by-laws revisions in consultation with legal counsel.
- Coordinate the budgeting process, policies and procedures, and the fiscal reporting process, in coordination and integration with Sonoma County Finance Department. Oversee the preparation, presentation and adoption of the Authority's annual budget and financial plan. Analyze and present the fiscal impact of all Board decisions, identifying recommendations and options as needed – this includes the costing and budgetary impact of proposed retirement plan options;
- Identify and communicate revenues outlook, including the potential impacts of Measure H revenues; assess new sources of revenues;
- Coordinate the update of policies and procedures to align with best practices and compliance standards, including but not limited to fiscal, procurement and human resources policies, in coordination with other consultants;
- Offer strategic advice on management practices for labor relations, in coordination with legal counsel and human resources consultant;
- Identify the divisions of workflow at the JPA administration level, recommend changes and establish procedures as necessary;
- Facilitate the development of an updated Strategic Plan, including aspects such as Facilities, Performance Standards, Membership and Staffing.
- Support, train and encourage staff and board members to understand and participate effectively in enhancing the financial and programmatic stability of the organization in coordination with the Human Resource Consultant.

## **Attachment 2: Payment terms**

REDCOM shall pay CONSULTANT in accordance with the terms in this attachment. Any payment under this Agreement shall be due within 30 days of delivery of the invoice. The rates set forth below are effective for one year from the Effective Date. CONSULTANT shall invoice REDCOM for time commencing on August 5, contingent upon execution of this agreement. Any bank fees, (including intermediary bank fees) or other fees charged by financial institutions or other entities to pay the fees hereunder shall be paid by REDCOM.

Rate schedule:

Charlotte Jourdain: \$250 per hour, billed in 15 minutes increments

The total amount of payments, including all costs, to CONSULTANT under this agreement shall not exceed \$150,000.





REDCOM

**Resolution No: 2024-10**  
**Dated: Sept. 12, 2024**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY (REDCOM)  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT WITH CHARLOTTE JOURDAIN**

**WHEREAS**, The REDCOM Board of Directors desires to transition to becoming a public employer which requires significant changes to the Authority's budget and strategic plan as a Joint Powers Authority; and

**WHEREAS**, an ad hoc committee of the REDCOM Board solicited and interviewed several candidates to fulfill the role as a Strategic Planning Specialist to the Board to assist with these functions; and

**WHEREAS**, Charlotte Joudain was selected as the top candidate and staff developed a professional services agreement with Charlotte Jourdain to provide consulting services to the REDCOM Board, which is attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, That the Board of Directors of REDCOM hereby authorizes the REDCOM Executive Director to enter into a professional services agreement with Charlotte Jourdain in an amount not to exceed \$150,000.



REDCOM

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 29th day of August 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crawl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the Board Chair declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Stephen Akre,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director



## REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### STAFF REPORT

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**TO: Board of Directors MEETING DATE: September 12, 2024**

**PREPARED BY: Deborah Muchmore,  
Transition Coordinator (MTC)**

**APPROVED BY: Evonne Stevens, Executive Director**

**ITEM:**

AMEND RESOLUTION 2024-05 SETTING THE WORKERS' COMPENSATION INSURANCE DEDUCTIBLE TO \$5,000, AND

APPROVE A RESOLUTION REQUESTING MEMBERSHIP IN THE CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY'S WORKERS' COMPENSATION PROGRAM, AND DESIGNATING OF THE AUTHORIZED BOARD REPRESENTATIVE ALTERNATE BOARD REPRESENTATIVE, AND THEIR AUTHORITY, AND

APPROVE A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE CIRA JOINT EXERCISE OF POWERS AUTHORITY AGREEMENT.

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### **RECOMMENDATION**

It is recommended the Board of Directors take the following actions:

1. Amend Resolution 2024-05 setting the workers' compensation insurance deductible to \$5,000, and
2. Approve a Resolution requesting membership in the California Intergovernmental Risk Authority's Workers' Compensation Program, and designating of the authorized Board representative alternate board representative, and their authority, and
3. Approve a Resolution Authorizing the Executive Director to sign the CIRA Joint Exercise of Powers Authority Agreement.

### **BACKGROUND**

On August 29<sup>th</sup>, 2024, the REDCOM Board awarded the Workers' Compensation contract to the California Intergovernmental Risk Authority (CIRA) at a deductible of \$25,000 and a premium level of \$121,591. At that time, the Board was advised that the deductible would be applied annually in aggregate.

In the Request for Qualifications response to REDCOM, CIRA described the application process for Workers' Compensation Insurance which included becoming a member of their risk pool.

**DISCUSSION**

During REDCOM’s August 29<sup>th</sup>, 2024 special Board meeting, the contract for Workers’ Compensation services was awarded to CIRA pursuant to Resolution 2024-05.

**Deductible**

Resolution 2024-05 also recorded the Board selected deductible of \$25,000. At the time the Board selected the deductible amount, the Board and staff understood the deductible to be applied annually in aggregate. Since then, staff have learned that the CIRA Self-Insured deductibles are applied by occurrence. The chart below validates the Ad Hoc Committee #2 recommendation and the REDCOM Board’s award to CIRA and shows the impact of deductibles applied by occurrence in the experience of CIRA with other Fire and emergency dispatch centers. It also shows the number of occurrences it would take to make the premium deductible combinations add up to the cost of the Fire Risk Management Solutions’ (FRMS) bid.

	Premium		Deductible			
FRMS	196,316		Zero			
				<b># of Deductibles in</b>	<b>Costs with 1</b>	<b>Cost with 2</b>
	<b>Premium</b>	<b>Difference</b>	<b>Deductible</b>	<b>Difference</b>	<b>full claim</b>	<b>full claims</b>
CIRA	\$142,096	\$54,220	\$5,000	11	\$147,096	\$152,096
	\$135,724	\$60,592	\$10,000	6	\$145,724	\$155,724
	\$121,591	\$74,725	\$25,000	3	\$146,591	\$171,591
	\$102,507	\$93,809	\$50,000	2	\$152,507	\$202,507

In the proposals for Workers’ Compensation Insurance coverages, both firms offered a self-insured option. The FRMS JPA offered a significantly higher premium of \$196,316 with no deductible. CIRA offered four levels of premium and deductible combinations, and a streamlined application process. For the most part, CIRA premium/deductible levels are significantly lower in cost than the FRMS quote even with deductibles applied by occurrence.

To illustrate the above conclusion, staff consulted with CIRA regarding the number of occurrences of other fire and emergency dispatch operations around the State. CIRA provided the following information:

- 1) The average losses for Fire and Emergency Dispatch operations are less than three (3) per year, often one (1) or two (2).
- 2) CONFIRE, San Bernadino, runs multiple dispatch centers and is a member of CIRA. CIRA reported that CONFIRE’s experience is also 1-2 a year. The first year CONFIRE was a member, they had one injury and the injury they experienced was a trip and fall in a parking lot.
- 3) If REDCOM experienced a repetitive motion injury in the first year, a significant percentage of causation would be attributed to a previous employer.
- 4) A deductible may be increased unilaterally but may not be decreased without CIRA Board approval.

Based on the changed information related to the application of deductible by occurrence and the information in the chart above, staff recommends the Board consider amending Resolution 24-05 made on August 29, 2024, which set the deductible at \$25,000. Considering that REDCOM may increase its deductible level in any contract renewal unilaterally, staff recommends amending Resolution 2024-05 to a deductible level of \$5,000 with an annual premium of \$142,096.

## **Steps to Membership and Workers' Compensation Insurance**

CIRA's proposal included the following steps to membership and coverage:

- Completion of a CIRA New Member Application ([Waived by CIRA](#))
- Upon receipt of REDCOM's application, CIRA will convene a meeting of their Executive Committee to authorize interim coverage effective October 9, 2024
- September 9, 2024, the REDCOM Board considers approval of
  - A Resolution Authorizing the Executive Director to Execute the CIRA JPA Agreement
  - A Resolution Authorizing the Executive Director to apply for a REDCOM Certificate of Self-Insurance

Due to our new employer status, CIRA has waived the application requirement and is in the process of seeking a date to convene its Executive Committee. On August 29<sup>th</sup>, staff committed to returning to the REDCOM Board with the two resolutions required by CIRA to move forward upon their Executive Committee approval.

### **About CIRA**

CIRA is a Joint Powers Authority that provides self-insurance pools and services for its members including pooled Workers Compensation Insurance and among other things, pooled and brokered employee benefits. As part of becoming a member of the pool, REDCOM is asked to sign a Joint Exercise of Powers Agreement, designate a representative to the Board and an Alternate for that role, and authorize the representative to act on REDCOM's behalf to bind the Agency when necessary.

The Joint Exercise of Powers Agreement (JPA) lays out the responsibilities of the members and the pool and in section 12d provides for apportionment of any CalPERS liabilities should CIRA ever be dissolved and in section 15b. that the assets and liabilities owned prior to membership by member pools (PARSAC and REMIF) remain with the pools.

Approval of the attached Resolutions accomplishes the following:

1. Requests REDCOM membership in CIRA
2. Designates the Executive Director as REDCOM's CIRA Board representative
3. Establishes the premium and deductible levels for first year coverage
4. Authorizes the Executive Director to sign the CIRA Joint Exercise of Powers Agreement

### **FISCAL IMPACTS**

With your Board's approval, the increase in expenditure is estimated at \$142,096 for FY 24-25, plus \$5000 per claim per year.

### **ATTACHMENTS**

Attachment 1: Amendment of Resolution 2024-05 to revisit the deductible

Attachment 2: Resolution requesting CIRA membership and designating REDCOM's CIRA Board Representative, Alternate Representative, and their authority

Attachment 3: Resolution authorizing the Executive Director Authority to sign the CIRA Joint Exercise of Powers Agreement

Attachment 4: CIRA Sample Joint Exercise of Powers Agreement, and Staff Report



REDCOM

**Resolution No: 2024-11**

**Dated: September 12, 2024**

**A RESOLUTION OF THE REDWOOD EMPIRE DISPATCH  
COMMUNICATIONS AUTHORITY (REDCOM) AMENDING RESOLUTION 2024-05  
TO REFLECT A LOWER WORKERS' COMPENSATION INSURANCE  
DEDUCTIBLE**

**WHEREAS**, the REDCOM Board of Directors desires to employ personnel and as such must provide workers compensation insurance for the protection of employees; and

**WHEREAS**, Resolution 2024-05 was approved by the REDCOM Board on August 29, 2024 to award the REDCOM Workers Compensation Insurance services to the California Intergovernmental Risk Authority (CIRA) and also set the first-year level of deductible at \$25,000; and

**WHEREAS**, the Board desires to select a lower deductible level for fiscal sustainability.

**NOW, THEREFORE, BE IT RESOLVED**, That the Board of Directors of REDCOM hereby amends Resolution 2024-05 to reflect the selection of a deductible level of \$5,000.



REDCOM

IN REGULAR SESSION, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crawl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the Board Chair declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

\_\_\_\_\_  
Stephen Akre,  
Chair of REDCOM Board of Directors

\_\_\_\_\_  
Evonne Stevens,  
REDCOM Executive Director



REDCOM

**Resolution No: 2024-12**  
**Dated: September 12, 2024**

**A RESOLUTION OF THE REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY (REDCOM) REQUESTING MEMBERSHIP IN THE CALIFORNIA INTERGOVERNMENTAL, RISK AUTHORITY (CIRA) WORKERS' COMPENSATION PROGRAM, AND DESIGNATION OF THE AUTHORIZED BOARD REPRESENTATIVE AND THEIR AUTHORITY**

**WHEREAS**, pursuant to the provisions of the Government Code Section 6500 *et. seq.*, the Redwood Empire Dispatch Communications Authority ("REDCOM"), a Joint Powers Authority, wishes to enter into an agreement with the California Intergovernmental Risk Authority ("CIRA") for the purposes of pooling the Workers' Compensation coverages as more fully set forth in the CIRA Joint Exercise of Powers Agreement; and

**WHEREAS**, said Workers' Compensation Program offers significant advantages to REDCOM, justifying REDCOM's participation in such program on the conditions set forth below, and is in the best interest of this Joint Powers Authority and its members; and

**WHEREAS**, REDCOM is authorized to delegate to a designated representative its authority to bind the Joint Powers Authority under contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM hereby resolves and orders as follows:

Section 1. That REDCOM, hereby authorizes the Executive Director or his/her designee to execute the CIRA Joint Powers Agreement on its behalf with the effective date of October 9, 2024.

Section 2. **Workers' Compensation Program.** REDCOM hereby consents to participate in said Workers' Compensation Program on the conditions that:

- a. The REDCOM Premium shall be \$142,096 (pro-rated for FY 24-25) for workers' compensation coverage as provided by CIRA;
- b. REDCOM hereby selects a self-insured retention (SIR) of \$5,000, which represents the District's responsibility per occurrence for the program year beginning; and
- a) It is understood that Deposit Premiums may change from year to year.

Section 3. **Designated Representatives.** The REDCOM Board of Directors hereby designates the Executive Director as its representative on the CIRA Board of Directors to act on





REDCOM

all matters coming before said CIRA Board on behalf of REDCOM as a Member Entity, as if REDCOM itself were present. REDCOM also designates the Communications Manager as its alternate representative. In the Director’s absence, the alternate representative shall have the same power and authority as the Executive Director, acting as REDCOM’s representative on the CIRA Board.

Section 4. **Authority of Designated Representatives.** REDCOM hereby authorizes the designated representatives to approve and execute the CIRA Joint Powers Agreement, as well as any future amendments to the Agreement, on behalf of REDCOM. The Executive Director, or the alternate in the absence of the Executive Director, shall execute future amendments only after such amendments have been duly and formally approved by the CIRA Board of Directors.

Section 5. REDCOM hereby authorizes the Executive Director to pay to CIRA the amounts identified in Sections 1(a) above for Workers’ Compensation coverage.

Section 6. The REDCOM Board hereby directs that the Executive Director shall promptly forward by mail a certified copy of this Resolution, the executed and certified original Joint Powers Agreement, and Deposit Premium payment to CIRA at 2330 East Bidwell Street, Suite 150, Folsom, California 95630.

EFFECTIVE DATE: This Resolution shall take effect immediately.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director         , who moved its adoption, seconded by Director         , and passed by the REDCOM Board of Directors this 12th day of September 2024, on a roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Cowl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the Board Chair declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
Stephen Akre,

\_\_\_\_\_  
Evonne Stevens,



REDCOM

Chair of REDCOM Board of Directors

REDCOM Executive Director

**RESOLUTION NO.** \_\_\_\_\_

(STATE OF CALIFORNIA )

(COUNTY OF \_\_\_\_\_ )

( \_\_\_\_\_ )

I, Evonne Stevens, Executive Director and Clerk of the Redwood Empire Dispatch Communication Authority Board in Santa Rosa, Sonoma County, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-10 adopted by the Governing Board of the Redwood Empire Dispatch Communication Authority, at a special meeting thereof, held on the 12th day of September, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Evonne Stevens, Executive Director



REDCOM

**Resolution No: 2024-13**  
**Dated: September 12, 2024**

**A RESOLUTION OF THE REDWOOD EMPIRE DISPATCH  
COMMUNICATIONS AUTHORITY (REDCOM) AUTHORIZING THE EXECUTIVE  
DIRECTOR TO SIGN THE CALIFORNIA INTERGOVERNMENTAL, RISK  
AUTHORITY (CIRA) JOINT EXERCISE OF POWERS AGREEMENT**

**WHEREAS**, pursuant to the provisions of the Government Code commencing with Section 6500, the Redwood Empire Dispatch Communications Authority (“REDCOM”), a Joint Powers Authority, wishes to enter into an agreement with the California Intergovernmental Risk Authority (“CIRA”) for the purposes of pooling the Workers’ Compensation coverages as more fully set forth in the Joint Powers Agreement; and

**WHEREAS**, CIRA is a Joint Powers Authority (“JPA”) and as such requires membership of participants of its programs, and

**WHEREAS**, REDCOM desires to become a member of the CIRA JPA and desires to authorize the Executive Director to sign the JPA agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM does hereby authorize the Executive Director to execute a Joint Exercise of Powers Agreement with the California Intergovernmental Risk Authority on behalf of REDCOM.

EFFECTIVE DATE: This Resolution shall take effect immediately.



REDCOM

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director [redacted], who moved its adoption, seconded by Director [redacted], and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crowl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the Board Chair declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
Stephen Akre,  
Chair of REDCOM Board of Directors

\_\_\_\_\_  
Evonne Stevens,  
REDCOM Executive Director

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT  
OF THE  
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY  
(formerly Public Agency Risk Sharing Authority of California)**

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority (“CIRA” or “Authority”) (“Agreement”), formerly known as the Public Agency Risk Sharing Authority of California (“PARSAC”), is entered into by and among the public entities, hereafter referred to as “Members”, each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix “A”, attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 (“Effective Date”).

**RECITALS**

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority (“Original JPA Agreement”). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 (“PARSAC Agreement”).

2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers’ compensation claims.

3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.

4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.

5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.

6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).

7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.

8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers’ compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

**ARTICLE I.  
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY  
AS SUCCESSOR TO AND EXPANSION OF PARSAC**

- A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.
1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."
  2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").
- B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".
- C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

**ARTICLE II.  
PURPOSE**

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

- A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

- B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.
- B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

**ARTICLE III.  
PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS**

- A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.
- B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.
- C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

**ARTICLE IV.  
POWERS**

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

- A. Make and enter contracts;
- B. Employ agents and employees;
- C. Incur debts, liabilities or obligations;
- D. Receive, collect, invest, and disburse funds;

- E. Receive contributions and donations of property, funds, services and other forms of assistance;
- F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and
- G. Sue and be sued in its own name and settle any claim against it.

**ARTICLE V.  
BOARD OF DIRECTORS**

- A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.
- B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.
- C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

**ARTICLE VI.  
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.
- B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administering the obligations of REMIF.



**ARTICLE VII.  
OFFICERS**

- A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.
- B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.
- C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

**ARTICLE VIII.  
MEETINGS AND RECORDS**

- A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.
- B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
- C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

**ARTICLE IX.  
BUDGET**

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

**ARTICLE X.  
REGULAR AUDITS AND REVIEWS**

- A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

- B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.
- C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

**ARTICLE XI.  
ADMISSION OF NEW MEMBERS**

- A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.
- B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.
- C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

**ARTICLE XII.  
WITHDRAWAL**

- A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.
- B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

- C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.
- D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportion of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

**ARTICLE XIII.  
EXPULSION**

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

**ARTICLE XIV.  
TERMINATION AND DISTRIBUTION**

- A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.
- B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.
- C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.
- D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

**ARTICLE XV.**  
**LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS**

- A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.
  
- B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.
  
- C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.
  
- D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.
  
- E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.



## REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### STAFF REPORT

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**TO: Board of Directors MEETING DATE: September 12, 2024**

**PREPARED BY: Deborah Muchmore,  
Transition Coordinator (MTC)**

**APPROVED BY: Evonne Stevens, Executive Director**

**ITEM: AUTHORIZE THE EXECUTIVE DIRECTOR TO INITIATE AND APPROVE ALL DOCUMENTS NECESSARY TO ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT FOR DEFERRED COMPENSATION ACCOUNTS WITH EMPOWER.**

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#### **RECOMMENDATION**

It is recommended the Board of Directors authorize the Executive Director to initiate and approve all documents necessary to enter into an Administrative Services Agreement with EMPOWER for deferred compensation account benefits.

#### **BACKGROUND**

REDCOM desires to become an employer of record for the personnel performing services on their behalf. This transition must occur on or before October 9, 2024. REDCOM is committed to providing a comprehensive set of benefits for their employees. One key benefit is deferred compensation accounts 401a and 457.

REDCOM intends to provide a benefit package that is at least as comprehensive as that currently held by REDCOM's current contracted personnel.

#### **DISCUSSION**

Due to the short timeline required and to minimize change to contract personnel desiring to apply to REDCOM for employment, effective October 9, 2024, staff reached out to the current deferred compensation provider for personnel currently contracted for services, EMPOWER.

EMPOWER was responsive and can provide services to REDCOM and its future employees, timely. This will allow any current personnel under contract for services who may be employed with REDCOM in the future to see their current and REDCOM accounts on one dashboard and to select from the same investment options. Based on this, staff recommends the Board authorize the Executive Director to initiate and approve all documents necessary to enter into an Administrative Services Agreement with EMPOWER for deferred compensation accounts for all employees.

REDCOM desires to provide a dollar for dollar match up to 5% of compensation for all employee classifications.

**RECOMMENDATION**

Approve a Resolution authorizing the Executive Director to execute an Administrative Services Agreement with Empower for deferred compensation accounts.

**FISCAL IMPACTS**

The fiscal impact of approving this Resolution will be \$2,500 for FY 24-25. \$500 is a set-up fee and \$2,000 is the annual cost of administering the plan.

**ATTACHMENTS**

Resolution authorizing the Executive Director to initiate and approve all documents necessary to enter into an Agreement Empower for deferred compensation accounts.

- Ex. A: Empower Fee Schedule
- Ex. B: Investnet Payment Request Form
- Ex. C: Administrative Services Agreement

**PROPOSAL**

**REDCOM Dispatch 457(b) and 401(a) Plans**

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August 20, 2024





Proposal For REDCOM Dispatch 457(b) and 401(a) Plans  
 This proposal valid until:

11/20/2024

This Proposal was provided at the request of the plan sponsor or the Plan's advisor on behalf of the plan. The fee information provided in this Proposal is based on the assumptions and/or investment options reflected in the Proposal. This Proposal is invalid if the assumptions and/or investment options are inaccurate or change.

**Plan Assumptions August 20, 2024**

Plan Assets:	\$0
Annual Contribution:	\$400,000
Plan Participants with a Balance:	40
Total Eligible Employees:	40
Number of Plans:	2
Investment Platform:	Empower Select
General Account Fund:	Series I
Investment Fiduciary:	Investnet 3(38)
Mapping Strategy:	N/A Start Up Plan
Default Fund:	Target Date
PEA:	0.05% Annually
Empower Retirement Plan Document	Required

**Fee Summary Fee Paid By**

Annual Plan Maintenance (Per Plan)	\$2,000	Employer
Annual Participant Account Maintenance	\$45	Participant
Asset Based Fee	0.25%	Participant
Installation Fee	\$500	Employer
Average Net Investment Expense	0.25%	Participant

**Additional Plan Services**

Trustee/Custodial Services: Great-West Trust Trustee & Full Custodian	BEL Restoration: N/A
Compliance Services: N/A	Manual Payroll: N
Auto Enroll: N	Prospectus Fulfillment: N
Safe Harbor: Y	Fee Levelization: Y
Add'l Participant Notice Delivery: Y	

For Home Office Use Only		REDCOM Dispatch 457(b) and 401(a) Plans				Version
Group Account Number:	State Situs:	Product Code:	Quote Date:	RSD Name:	Prepared by:	401(k) Version:
	CA	gvmt-401k	8/20/2024 2:21:18 PM	Whipple	jstpdg	V16.6 10/11/2023 6:00:00 AM





Plan and Participant Fees

Plan Service Fees		
Fee Type	Fee	Paid By
Asset Based Fee	0.25% Annually on All Assets	Deducted from Participant Accounts Quarterly
Participant Account Maintenance	\$45 Per Account Annually	Deducted from Participant Accounts Quarterly
Plan Maintenance	\$2,000 Annually Per Plan	Billed to Plan Sponsor Quarterly
Installation	\$500 One-Time	Billed to Plan Sponsor

Annual asset based fees will be calculated based upon an average daily balance.

Participant Transaction Fees		
Transaction fee type	Fee	Paid by
Loan initiation	\$95 per request	Netted From Distribution
Maintenance fee for NEW loans (recurring)	\$50 annually	Deducted from participant accounts quarterly
Withdrawals (including Separation of Service, Retirement, Plan Terminations)	\$75 per request	Netted from withdrawal
Withdrawals for small balance force-outs (de minimus)	\$25 per request	Netted from distribution
Distributions (including In-Service, Hardship, QDRO, Death, Disability)	\$50 per request	Netted from distribution
Express delivery fee	\$40 per request	Netted from distribution
Hardship approval services	\$75 per request	Netted from distribution or participant account
Beneficiary distribution review services	\$75 per request	Netted from distribution or participant account
QDRO review services	\$400 per request	Netted from distribution or participant account
Periodic payment setup	\$50 per request	Deducted from participant accounts
Periodic payment maintenance	\$25 annually	Deducted from participant accounts quarterly

The above recordkeeping fees will be guaranteed for the initial five (5) year contract term from the Effective Date of the Administrative Services Agreement. Material changes (+/- 10%) from assumptions used in pricing (participants, assets, net flow, asset allocations) could void this guarantee.

The Participant Transaction services above will be provided to the Plan unless the plan sponsor elects otherwise.



Fund Information

			Revenue Sharing Included In Gross/Net Expense Ratio	
Investment Name	Ticker	Gross/Net Expense Ratio	12B-1	Admin
American Funds Europacific Growth R6	RERGX	0.47/0.47%	0.00%	0.00%
DFA Emerging Markets I	DFEMX	0.45/0.35%	0.00%	0.00%
DFA Inflation-Protected Securities I	DIPSX	0.11/0.11%	0.00%	0.00%
DFA International Value I	DFIVX	0.49/0.28%	0.00%	0.00%
DFA US Small Cap Growth Instl	DSCGX	0.32/0.32%	0.00%	0.00%
DFA US Small Cap Value I	DFSVX	0.31/0.31%	0.00%	0.00%
Federated Hermes Total Return Bond R6	FTRLX	0.40/0.38%	0.00%	0.00%
Fidelity 500 Index	FXAIX	0.02/0.02%	0.00%	0.00%
Fidelity Mid Cap Index	FSMDX	0.03/0.03%	0.00%	0.00%
IndexSelect Aggressive 2025 Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
IndexSelect Aggressive 2035 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Aggressive 2045 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Aggressive 2055 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Aggressive 2065 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Aggressive Retire Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
IndexSelect Conservative 2025 Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
IndexSelect Conservative 2035 Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
IndexSelect Conservative 2045 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Conservative 2055 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Conservative 2065 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Conservative Ret Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
IndexSelect Moderate 2025 Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
IndexSelect Moderate 2035 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Moderate 2045 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Moderate 2055 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Moderate 2065 Fund CL I	N/A	0.15/0.15%	0.00%	0.00%
IndexSelect Moderate Retire Fund CL I	N/A	0.14/0.14%	0.00%	0.00%
iShares Russell Small/Mid-Cap Idx K	BSMKX	0.09/0.07%	0.00%	0.00%
iShares US Aggregate Bond Index K	WFBIX	0.05/0.05%	0.00%	0.00%



Fund Information Continued			Revenue Sharing Included In Gross/Net Expense Ratio	
Investment Name	Ticker	Gross/Net Expense Ratio	12B-1	Admin
JPMorgan Large Cap Growth R6	JLGMX	0.52/0.44%	0.00%	0.00%
JPMorgan Large Cap Value R6	JLVMX	0.50/0.44%	0.00%	0.00%
MFS International Equity R6	MIEIX	0.69/0.68%	0.00%	0.00%
PGIM High Yield R6	PHYQX	0.38/0.38%	0.00%	0.00%
PIMCO Global Bond Opps (USD-Hdg) Instl	PGBIX	0.71/0.71%	0.00%	0.00%
T. Rowe Price Mid-Cap Growth I	RPTIX	0.63/0.63%	0.00%	0.00%
T. Rowe Price Mid-Cap Value I	TRMIX	0.72/0.72%	0.00%	0.00%

<b>Average Net Expense Ratio</b>	<b>0.25%</b>
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Not all 12b-1 and Admin fees may flow through the Recordkeeper. A third party may be receiving 12b-1 and/or Admin fee(s) directly that are not reflected above.

General Account Investments	Ticker	Fee Estimate	Allocation to Recordkeeper
<b>Great-West General Account</b>			
Empower Investments Fixed Account Series I	GWAQ35	0.35%	0.00%

For an explanation of the Fee Estimate and the Allocation to Recordkeeper, please see the "General Account Fund and General Provision" disclosure in the Disclosure Section of this document.



Payments to Others

Financial Professional Services (Included in Plan Pricing)		
Service Provider	Service	Fee
None		

Other Services (Included in Plan Pricing)			
Service Provider	Service	Service Type	Fee
REDCOM Dispatch 457(b) and 401(a) Plans	Plan Expense Account	Investment Fiduciary Services	0.05% Annually

A portion of fees may be credited to a Plan Expense Account (PEA) on a monthly basis to be used to pay plan expenses. The plan sponsor is responsible for determining the appropriate use of amounts credited to the PEA and for directing Empower as to the payment of any plan expenses from the PEA. The above plan fees to be paid from PEA credits is based on information provided to Empower by the plan sponsor or its advisors and is subject to plan sponsor direction. Asset based PEA payments will be calculated based upon an average daily balance. The Plan Sponsor is solely responsible for determining the allocation of any PEA credits remaining after expenses are paid.

The Revenue Credits are funded from Empower's general assets and are being made available as a reduction in the compensation that Empower would otherwise earn in connection with the services it provides to the Plan. No specific funds will be set aside in an account or fund for the Plan's benefit or otherwise segregated for purposes of funding the Revenue Credits, and the Plan has no right, title or interest in any Revenue Credits prior to the time the Revenue Credit is paid to the Plan. No interest will be earned by the Plan or paid on Revenue Credits that are accrued.

Empower will pay Revenue Credits to the Plan on a monthly basis. Revenue Credits shall be determined by multiplying the average daily balance in each of the Plan's investment options for the month by the annual rate (prorated for the month) of fund service fees paid to Empower by the investment option or its affiliates as reflected in the Plan's Plan Fee Disclosure Report (A copy of the Plan's most recent Fee Disclosure Report is available on the Plan Sponsor Website). Plan Sponsor directs Empower to allocate any Revenue Credits to Plan Participant accounts proportionately based on the average daily balance of such accounts in the investment option during the month and to invest such amounts based on the Participant's investment elections with respect to future contributions or, if none, the applicable Plan default fund. Revenue Credits shall be determined and allocated within 45 days after the end of the month.

Trustee/Custodial Services (Included in Plan Pricing)		
Service Provider	Service	Fee
Great-West Trust Company	Trustee & Full Custodian	\$750 Annually



Participant Advice		Opt-In	
Service Provider	Service	Annual Fee	Basis
Advised Assets Group, LLC.	Online Investment Guidance	No Charge	N/A
Advised Assets Group, LLC.	Online Investment Advice	\$0	Per Participant
Advised Assets Group	My Total Retirement Services	0.65% <\$100k 0.55% Next \$150k 0.45% Next \$150k 0.35% >\$400k	My Total Retirement Assets

Online Investment Advice and Managed Accounts services are optional services that are offered by Advised Assets Group, LLC. Each individual participant may elect to enroll in either one of these services. These participant advice fees are only deducted from participant account balances of those that have enrolled in the service.

Plan Sponsor agrees the managed account service fee will be paid for by a Plan Participant unless the following box is selected.

Plan Sponsor Pay



## Disclosures

This document contains estimates of plan expenses and is intended to provide a detailed summary of fees being charged to the plan or its participants to the extent such information is in the Recordkeeper's possession. While it is intended to provide information regarding all material fees, this document may not be comprehensive, and it may not include full information on fees associated with some specially negotiated services or with certain investment options, such as Self-Directed Brokerage Accounts, Life Insurance, Employer Stock, etc. For further fee information, please refer to the relevant service agreements and/or prospectuses, including information that may be needed to comply with Participant Disclosure obligations. As your Recordkeeper, we make no representation as to the completeness or accuracy of materials, such as prospectuses, created and/or provided by a third-party investment provider.

### General

#### Float:

If the Plan's assets pass through a bank account held by Empower Retirement LLC (Empower) or its affiliates/ subsidiaries (Empower Trust Company, LLC), it may earn credits and/or interest on Plan assets awaiting investment or pending distribution. Plan Sponsor acknowledges that it has received and reviewed the Float Disclosure. Plan Sponsor agrees that, as additional compensation for its services hereunder, ETC, Empower, and/or its affiliates shall retain float consistent with the terms of the Float Disclosure.

#### Recordkeeping Costs Estimate

Great-West recordkeeping fees are agreed to with the plan sponsor based on the total value of the relationship with the plan. Great-West may provide recordkeeping fee credits in its sole discretion based on criteria as solely determined by Great-West which may include the plan's use of affiliated and non-affiliated funds or products. Such credits may reduce some or all of the recordkeeping fees that would otherwise be charged by Great-West. The average cost of Great-West recordkeeping services without any reduction or offset is \$120.23 per participant for plans less than \$50 million, \$94.42 per participant for plans between \$50m and \$500m and \$70.13 per participant for plans greater than \$500m.

#### Prospectus Delivery:

Employer agrees to accept delivery of prospectuses for the selected investment options through the Plan Sponsor section of the Empower Web site - [www.empower-retirement.com](http://www.empower-retirement.com).

#### Acceptance and Use of Participant Emails for Electronic Delivery:

Plan Sponsor and/or the Participant have authorized the Plan to use the Participant email(s) in the Plan's records to deliver Plan-related notices and documents to the Participant electronically. The Plan Sponsor Directs Empower to accept a transfer of Participant work and/or personal emails to its recordkeeping system as provided by the Plan Sponsor or its delegate, including but not limited to the Plan Administrator, a payroll vendor, a Plan adopting employer, third-party administrator or other current or prior Plan service provider. The Plan Sponsor agrees to provide all Participant work emails in its records to Empower and to make best efforts to provide Empower with work or personal email addresses for all newly eligible Participants.

- a. Plan Sponsor Directs Empower to deliver Plan notices, including the Transition Guide and Blackout Notice and other Plan documents it has agreed to provide under the services agreement between the parties ("Agreement") to the Participant's email address in the following order:
    - (i) to a work or personal email address provided and agreed to by the Participant.
    - (ii) to a work email address provided by the Plan Sponsor in accordance with the "wired at work" method described in Department of Labor regulation §2520.104b-1. The Plan Sponsor confirms the Participant has the effective ability at work to access notices delivered to the work email addresses provided to Empower.
    - (iii) to a personal email address provided by the Plan Sponsor or Participant in accordance with the "notice and access" method described in Department of Labor regulation §2520.104b-31.
- Check here if the prior record keeper did not distribute "Initial notifications of default electronic delivery" according to Department of Labor regulation §2520.104b-31.



- b. If the "notice and access" delivery method is used, Empower will send an initial notification of electronic delivery (§2520.104b-31(g)) via regular mail to each Participant at least 10 days prior to delivering any plan-related documents via email, unless Empower obtains confirmation that the initial notification has already been provided to the Participant from the Plan Administrator, third party administrator or other Plan service provider.
  - (i) If notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.
  - (ii) Participants may request to receive a paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.
  - (iii) Empower will maintain access to plan-related documents on the Participant website in accordance with Department of Labor regulation §2520.104b-31(e).
- c. If Empower is not provided with an email address, plan-related documents will be delivered to the Participant via regular mail.

#### **Third-Party Fee Debits from Participant Accounts:**

If the plan fiduciaries authorize payment of a third-party fee (e.g., advisor, auditor, TPA, etc.) from participant accounts, note that the participant fee disclosure prepared by Empower at the plan's transition (and delivered to participants if we have agreed to do so) will not reflect third-party fee payments. The payment process for a third-party fee is set-up following the transition. Third-party fee payments authorized by the Plan Sponsor will be updated to the participant fee disclosure and posted to the participants' accounts online. The plan fiduciaries may wish to discuss the debit of third-party fees from participant accounts with their legal and tax advisors as they deem appropriate and prepare and deliver to participants a supplement to the disclosure prepared by Empower which contains the additional third-party fee information for distribution at transition.

#### **Fiduciary Disclosures**

##### **Advised Assets Group (AAG):**

If Advised Assets Group, LLC provides services to the Plan under an agreement with Plan Sponsor, it may be a fiduciary and Registered Investment Advisor to the Plan to the extent provided in such agreement.

##### **Empower:**

Empower is not acting as a fiduciary for this plan

#### **Investments**

##### **Mutual Fund Expense Ratio:**

The Service Provider has entered into agreements with certain funds (or their service providers including advisors, administrators or transfer agents, and underwriters) whereby the Service Provider provides shareholder and/or distribution services and receives compensation from the funds (or their service providers) based on the value of the plan's investment in the funds. This compensation may include fees for administrative and other expenses and/or fees paid under a plan of distribution under SEC Rule 12b-1 ("12b-1 fees"). The fees received by the Service Provider are included in the expense ratio described in the applicable fund's prospectus or similar disclosure document, and reduce the fund's net asset value (NAV). Generally, fees and expenses included in the fund's expense ratio are deducted at regular intervals based on a percentage of the fund's average daily net assets.

##### **Redemption Fees:**

Redemption fees are charged by mutual fund companies to discourage investors from making a short-term "round trip" (i.e., a purchase, typically a transfer, followed by a sale within a short period of time). Many mutual fund companies will impose the fee upon the purchase and subsequent sale occurring within a specified time frame. Please refer to your mutual fund prospectuses for specific redemption fee details.

**Additional Fund Compensation:**

Great-West Life & Annuity Insurance Company receives payments from some investment fund families through the Empowering Fund Partnership Program ("EFPP"). Under the EFPP, fund families receive several services based on the EFPP tier in which they participate. These services are provided directly to fund families and include: (i) consideration for inclusion in Empower products developed for some segments of the retirement and IRA market, (ii) inclusion on the Empower Select investment platform, which is available in the small plan recordkeeping market, (iii) a waiver of the connectivity fee described below, (iv) enhanced marketing opportunities, (v) additional reporting capabilities, (vi) collaboration in thought leadership opportunities, (vii) access to meetings with Empower leadership, Empower staff, and the third party advisory and brokerage firms through whom Empower distributes its services, and (viii) access to conferences put on by Empower and Great-West Financial. The yearly fees for EFPP participation are \$1,000,000 for tier 1, \$500,000 for tier 2, and \$250,000 for tier 3. These fees do not vary based on an Empower client's use of the funds offered by the fund family.

For additional information about funds that participate in the fund partner program, please visit <https://docs.empower-retirement.com/advisor/Empowering-Fund-Partnership-Disclosure.pdf>.

Great-West Life & Annuity Insurance Company also receives payments from fund families through a connectivity program (the "Connectivity Program"). The Connectivity Program charges fund families for the cost of administering funds on Empower investment platforms, and for building and maintaining data connections between Empower and the fund family. In 2019, the Connectivity Program charges \$1,000 per investment fund used on recordkeeping and IRA investment platforms. Beginning in May 2019, if a retirement plan begins receiving recordkeeping services through Empower's small plan recordkeeping segment, and the plan offers a fund from a fund family that does not participate in the Connectivity Program or the EFPP, then Empower will assess a supplemental, separate investment access fee to the plan. Depending on the level of investment in the non-participating fund family, the investment access fee charge may be more or less than the fees received under the Connectivity Program from the fund family.

For additional information about funds that participate in the Connectivity Program, please visit <https://docs.empower-retirement.com/advisor/Empowering-Fund-Partnership-Disclosure.pdf>.

**General Account Fund and Guarantee Provisions:**

General Account crediting rates are net of cost of capital and expenses, fund and guarantee provisions and any contract series charge, to the extent applicable.

Cost of Capital is the return Great-West Life & Annuity Insurance Company of New York (Great-West) earns on Great-West capital. Great-West is required by regulators to hold capital for the purpose of ensuring Great-West can meet all of its obligations associated with the General Account Fund. The amount of Great-West's capital and required return will fluctuate over time based on regulatory requirements, capital market conditions and the competitive environment.

The Fund Provision covers the range of investment expenses that are netted from the crediting rate, such as investment and operating expenses. The Fund Provision is calculated annually in aggregate for all General Account fixed funds offered by Great-West and does not reflect any product or plan specific underwriting adjustments.

The Guarantee Provision covers the range of insurance expenses that are netted from the crediting rate, such as asset defaults, cost of insurance guarantees, and other expenses. The Guarantee Provision is calculated annually in aggregate for all General Account fixed funds offered by Great-West and does not reflect any product or plan specific underwriting adjustments.

A Contract Series Charge may apply to the general account option selected by the plan sponsor. This charge will be explicitly described in the Great-West Investments Fixed Account group annuity contract and is meant to cover expenses related to contract administration, investment management and other services that are provided to the plan pursuant to a separate agreement with the plan. There may be an adjustment to the credited interest rate which is used to reduce the amount for plan recordkeeping/administration services that would otherwise be charged to the plan.

For more information on the General Account Fixed Funds, including termination options, please see your Group Annuity Contract.





**Affiliates and Subcontractors**

We are required to disclose certain fees paid between Empower and its related parties (affiliates and subcontractors). This includes compensation paid in connection with the services Empower or its affiliates have agreed to provide to the plan, if the compensation is set on a transaction/incentive basis (such as commissions, soft dollars, or finder's fees) or if the compensation is charged directly against a plan investment and reflected in the investment's net value.

The fees disclosed are not in addition to previously disclosed fees; rather, this information is intended to increase transparency about how Empower uses the fees it receives.

**Affiliates:**

The following entities are affiliates of the Recordkeeper, in that they directly or indirectly control, are controlled by, or are under common control with the Recordkeeper. These affiliates may receive fees from the plan, or from the Recordkeeper or another affiliate for performing certain services for the plan.

Refer to the Itemized Services and Cost section for details regarding affiliate payments.

GWFS Equities, Inc. is an affiliate that receives payments from the Investment Provider. Payments are first paid to GWFS Equities, Inc. which in turn pays the Recordkeeper.

Great-West Capital Management, LLC is an affiliate that receives payments from the Investment Provider.

Great-West Funds, Inc. is an affiliate that receives payments from the Investment Provider.

**Affiliates:** The following are affiliates of Empower, but not all Empower affiliates may pertain to your Plan.

- Advised Assets Group, LLC
- GWFS Equities, Inc.
- EMJAY Corporation
- FASCore, LLC
- Great-West Capital Management, LLC
- Great-West Funds, Inc.
- Putnam Investment Company
- Great-West Trust Company, LLC
- Great-West Life & Annuity of New York

**Subcontractors:**

A subcontractor is any person or entity that is not an affiliate of the Recordkeeper and that is expected to receive \$1,000 or more in compensation for performing one or more services for your Plan under a contract or arrangement with the Recordkeeper. All such subcontractors that receive the specific types of compensation described above are included. All such subcontractors, if any, are listed in the table below, along with the service they provide.

Please refer to the Itemized Services and Cost section for details regarding subcontractor payments.

Company Subcontractor	Service Provided
QDRO Consultants	Plan administration services - QDRO review services



REDCOM Dispatch 457(b) and 401(a) Plans (continued)  
Signature Page

By signing this signature page, the Plan Sponsor, Broker and any other signatories certify that they have received, read and understand this proposed Fee Schedule and Disclosure Statement. All parties understand the proposal assumptions stated above determine the plan's expenses. A change to the assumptions will cause expenses and fees to also change Plan Sponsor understands and agrees to all services and fees identified in this Fee Schedule and agrees to pay all fees according to the Service Agreement to which this Fee Schedule applies. The Plan Sponsor further understands that all payroll deduction and matching contributions will be remitted electronically using the Plan Service Center system. Contributions received using any other method will be returned unallocated for resubmission via the Plan Service Center and will not be considered plan assets until such resubmission. Plan Sponsor also understands that no payroll deduction contributions may be withheld until there is a signed Plan Document in place and no contribution or transfer of assets will be accepted earlier than 15 days from the receipt and acceptance of the Client Application in Greenwood Village, CO.

The Plan Sponsor directs Empower to reflect the Advisor and Firm below as the Plan's financial advisor on its recordkeeping system and to provide plan data upon request. The Plan Sponsor understands and agrees that Empower does not provide investment advice to the Plan, the Plan Sponsor or the Advisor regarding Plan investment options.

I agree any changes to products, plan services, fees, or investment options hereafter must be made post-conversion

**Plan Sponsor Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Advisor/Broker Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Additional Plan Information**

\*\*\*\*\*Please complete upon selecting Empower as your provider\*\*\*\*\*

<b>Legal Name of Plan:</b>			
<b>Plan Headquartered State:</b>			
<b>EIN:</b>			
<b>Plan Year End (MM/DD):</b>			
<b>Plan Contact for Conversion:</b>	First Name:		
	Last Name:		
	Phone Number:		
	Email:		
<b>Is the Financial Representative properly licensed to sell in Headquartered State?</b>	Y	N	N/A

**Core securities, when offered, are offered through GWFS Equities, Inc. and/or other broker dealers.**

GWFS Equities, Inc., Member FINRA/SIPC, is a wholly owned subsidiary of Great-West Life & Annuity Insurance Company.

Empower Retirement™ refers to the products and services offered in the retirement markets by Great-West Life & Annuity Insurance Company (GWL&A), Corporate Headquarters: Greenwood Village, CO; Great-West Life & Annuity Insurance Company of New York, Home Office: White Plains, NY; and their subsidiaries and affiliates. The trademarks, logos, service marks, and design elements used are owned by GWL&A. The Great-West Family of Companies refers to products and services offered through The Great-West Life Assurance Company, London Life Insurance Company, The Canada Life Assurance Company, Irish Life Assurance Company, Great-West Life & Annuity Insurance Company, Putnam Investments, LLC, and their affiliates and subsidiary companies.

# Payment Request Form



## Plan Information

Plan Name REDCOM Dispatch Plan Number \_\_\_\_\_

## Payee Information

EIN/Taxpayer ID   New Partner/Payee  Existing Partner/Payee  
*EIN/Taxpayer field must be completed for every request. IRS Form W-9 must accompany this request. EIN and Payee fields are required.*

Payee (Must match name on W-9) Envestnet Retirement Solutions, LLC

*You must complete the rest of this section if you are a new partner/payee or if existing partners/payees need to make updates to the information already on file.*

Address 1801 California Street, 23rd floor City Denver State CO Zip 80202

Phone # (866) 924-8913 Email Address: ERS-Billing@envestnet.com  
*(For reporting purposes, a back office email address is recommended)*

Investment Advisory Services Firm - Advisor(s) Name Printed: \_\_\_\_\_

Third Party Administrator ("TPA")  Trustee  Auditor  Legal Counsel  Other Fiduciary Services

## Form of Payment

ACH Bank Name BMO Harris Bank, N.A.

Account Number 2465565 ABA or Routing Number 071000288

NSCC/DTCC Clearing # \_\_\_\_\_ Associated Clearing # (if applicable): \_\_\_\_\_

CHECK *(Payment will be mailed to above Payee address.)*

## Source, Amount and Frequency of Payment

**Debit Plan Expense Account (PEA)** *If the balance in the PEA is insufficient, payment will generate for balance available.*  
Recurring payment calculations starts as of the date the request is received in good order, unless note: \_\_\_\_\_

One Time Dollar Amount \$ \_\_\_\_\_ Recurring Annual Dollar Amount \$ \_\_\_\_\_ prorated and paid  Monthly  Quarterly

One Time Basis Points Payment \_\_\_\_\_ Recurring Annual Basis Points 5 prorated and paid  Monthly  Quarterly

Recurring Annual per Participant Charge \$ \_\_\_\_\_ prorated and paid  Monthly  Quarterly

### Debit Forfeiture Account

One Time payment of \$ \_\_\_\_\_ prorated across all available money types (including PEA) unless specified below.

Only debit the following specific money type(s) \_\_\_\_\_

### Debit Participant Accounts:

Recurring payment calculations starts as of the date the request is received in good order, unless note: \_\_\_\_\_

Flat Dollar Amount \$ \_\_\_\_\_  One Time  Payment to recur annually - prorated and paid  Monthly  Quarterly

Debit the dollar amount indicated pro-rata or if selected  Per Capita – an identical amount across all accounts.

Basis Points \_\_\_\_\_  One Time  Payment to recur annually - prorated and to be paid  Monthly  Quarterly

Per Participant Charge \$ \_\_\_\_\_  One Time  Payment to recur annually - prorated and paid  Monthly  Quarterly

Individual Participant Only \_\_\_\_\_  Debit participants on attached spreadsheet  
*(Provide full name, social security # and amount) (Provide full names, social security #'s and amounts)*

Tiered Payment Schedule, which applies multiple fee rates to asset tiers; sums the fee for each tier to calculate the total plan fee.  
Payments are debited pro-rata and paid  Monthly  Quarterly.

*You must include a copy of the payment schedule to be utilized to process this request.*

Breakpoint Payment Schedule, which applies one fee rate, based on plan assets to determine the fee amount.  
Payments are debited pro-rata and paid  Monthly  Quarterly.

*You must include a copy of the payment schedule to be utilized to process this request.*

*Please note: All calculations are based on period end dates using the participant and forfeiture balances. The fee can only be debited from Participant accounts and aggregation of multiple affiliated plans is not supported.*

## Pay Recurring Invoices

Pay this and all future invoices received from the payee listed above when accompanied by a copy of this signed Payment Request Form.  
*To discontinue the payment of invoices for this payee, written notification must be sent to Partner Services at the address listed on page two.*

Select the source you would like to pay invoices from by indicating a "1". To offer flexibility, you can select multiple sources so as exhausted, the next source designated with a "2" will be used and then "3" if applicable. You do not have to select multiple sources.

Plan Expense Account \_\_\_\_\_ Participant Accounts \_\_\_\_\_ debited pro-rata or  Per Capita (identical amounts)

Forfeiture Account \_\_\_\_\_ all money types or  only debit the following specific money type(s) \_\_\_\_\_  
*The forfeiture account will be processed using all money types, including PEA, unless otherwise specified.*

# Payment Request Form

Reallocate PEA Balance



Reallocate the PEA based on participant balances as of (MM/DD/YYYY) \_\_\_\_\_

Reallocate \$ \_\_\_\_\_. If no amount provided, the PEA balance as of the date of receipt of this request will be used.

*Allocations are processed pro-rata across all money types based on participant balances on the date listed above unless otherwise requested.*

Credit participant accounts on a per-capita basis (identical amounts) across all money types as of the date listed.  
*If per capita is selected, please contact your account representative for additional information on the participant list that is required.*

## Plan Representative Authorization

**By signing below, you (the "Authorized Plan Representative") on behalf of the Plan and Plan Sponsor acknowledge and agree that:**

You are authorized to provide the payment instructions reflected on this form on behalf of the Plan and have determined that engaging the services of the Payee for a fee is permissible under applicable law, including U.S. Department of Labor and Internal Revenue Service guidance and the terms of the Plan.

You have determined that the payment from the Plan you have described via this form represents eligible Plan expenses that may be paid from Plan assets in the manner in which you have designated herein and that such expenses are necessary and reasonable costs associated with administration of the Plan. You acknowledge and agree that, to the extent applicable, the Plan fiduciaries have satisfied the disclosure requirements under ERISA §404(a)(5).

You have previously determined an appropriate investment option for the PEA assets, if applicable. If PEA assets are invested in a variable investment option, the amount of PEA assets available to pay plan expenses is limited to 95% of the PEA balance at the time the payment is processed to account for market fluctuation.

In the event that a requested payment from the Plan is to be made to an Investment Advisory Services Firm, you have determined that such direct payment is permissible under applicable law. In the event that a requested payment from the Plan is to be made to the Plan Sponsor, you have determined that the payment does not result in a non-exempt prohibited transaction or other violation of the Code, ERISA or any other applicable law and is otherwise permissible under the terms of the Plan.

The Plan acknowledges and agrees that Empower is not a Plan fiduciary and is acting solely at your direction as a remittance or paying agent, and has not performed any due diligence on any Payee, negotiated the terms of the Payee's compensation, determined the compensation paid by the Plan to the Payee is deemed to be reasonable under applicable law, or advised on the means or manner of remitting the Payee's compensation.

You instruct Empower to reclaim from the Payee any and all funds paid to the Payee over the amount the Payee is entitled to receive per the Plan Sponsor's payment instructions as reflected on this form. You agree that the payment processing services you have authorized via the instructions reflected on this form will be provided by Empower subject to the terms of the recordkeeping services agreement between the sponsoring Employer and Empower.

You may terminate this Authorization at any time by notifying Empower in writing prior to the time that a payment is processed. Any termination of this Payment Authorization will not be effective until written notification is received in good order at the contact information provided below. You acknowledge and agree that Empower is entitled to rely on this Authorization and is released from liability for any payments made pursuant to it.

Upon termination of the recordkeeping services agreement with Empower, recurring monthly payments will not be processed for the month of the scheduled liquidation date or any month thereafter. Quarterly payments will not be processed for the quarter of the scheduled liquidation date. Payments will not be processed from any remaining Plan assets subject to a put or any other applicable liquidation restriction following the Plan's de-conversion.

In the case of a plan termination, recurring flat dollar payments paid monthly will not be paid in the month the termination is effective or any month thereafter. Quarterly payments will not be processed for the quarter in which the termination is effective or any month thereafter. Recurring payments from basis points and per participant charges will continue for any full month or quarter until the plan assets are fully liquidated.

\_\_\_\_\_  
**Authorized Plan Representative Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

### Empower Retirement Partner Services Contact Information:

E-mail: [PartnerServices@empower-retirement.com](mailto:PartnerServices@empower-retirement.com)

Fax: (303) 737-1499

Mail: Empower Retirement  
ATTN: Partner Services  
8525 East Orchard Road 8T3  
Greenwood Village, CO 80111



## ADMINISTRATIVE SERVICES AGREEMENT

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This Administrative Services Agreement (“Agreement”) sets forth the general terms and conditions under which Empower Retirement, LLC (“Empower”) will provide administrative services to the undersigned Plan Sponsor with respect to Plan Sponsor’s defined contribution plan (the “Plan” or “Plans”) established pursuant to Code section 401(a), 401(k) or 457(b) (as applicable).

### 1. Definitions

“Affiliate” means a corporate entity that directly or indirectly is controlled by or is under common control with a party, including any entity that conforms to this definition after the effective date of this Agreement.

“Agreement” includes this base Administrative Services Agreement as well as the attached Schedule of Services and a separately executed fee schedule or fee proposal (“Fee Schedule”).

“Business Day” means any day, and only for as many hours as, the New York Stock Exchange is open.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Direction” and “Direct” and their similar terms shall mean the instruction, authorization, or direction given to Empower by the Plan Sponsor, another fiduciary of the Plan, or a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or another fiduciary. Plan Sponsor directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of this Agreement.

“Empower” and “Empower Retirement” refer to Empower Retirement, LLC and its Affiliates with respect to products and services offered in the retirement markets, including but not limited to recordkeeping and communication services.

“Participant” shall mean an employee, former employee, Plan participant, participant, former participant, beneficiary or alternate payee who is or may be entitled to participate in or receive benefits under the Plan.

“Plan Sponsor” and “Employer” refer to the undersigned Employer, the Plan Sponsor, Plan Administrator, named fiduciaries, and other delegates of the Employer (other than Empower), as dictated by the context.

### 2. Services Provided by Empower

**2.1. Services.** Empower will provide the services set forth in this Agreement (collectively the “Services”). In the performance of the Services, Empower will act as a non-discretionary service provider Directed by the Plan Sponsor in compliance with applicable laws and regulations. The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through Empower Financial Services, Inc., a broker/dealer Affiliate of Empower.

**2.2. Non-Fiduciary Status.** Plan Sponsor acknowledges that the Services are ministerial and are not intended to involve the exercise of any discretion that would cause Empower to be a fiduciary or Plan Administrator as defined under the Code, the Investment Advisors Act of 1940, or state law, as applicable. Nothing in this Agreement or otherwise shall result in Empower having any discretionary authority or responsibility for the administration of the Plan, including management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets.

**2.3. No Tax or Legal Advice.** Nothing in this Agreement is intended to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Plan Sponsor understands that Empower has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

**2.4.**

### **3. Responsibilities of Plan Sponsor**

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor's cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations.

**3.1. Plan Administrator.** Plan Sponsor, a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its Affiliates) will be the "plan administrator" and "named fiduciary" as defined by applicable law.

**3.2. Provision of Information.** Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor's failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own interconnect transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

**3.3. Remitting Contributions and Allocation Instructions.** Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower's plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments. In the event that a Plan participant ("Participant") does not elect investment options, Plan Sponsor Directs Empower to invest the contribution in the default investment option under the Plan at the time the contribution is received. Plan Sponsor acknowledges that Empower reserves the right to either reject contributions remitted via ACH without proper proceeds or to assess an additional processing charge, and that in such event Empower further reserves the right to reject all future ACH contribution remittances from Plan Sponsor. With respect to Plan- or Plan Sponsor-initiated distributions or rollovers, Plan Sponsor hereby instructs and authorizes Empower to rely upon the information on Empower's recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act (FATCA) and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

**3.4. Plan Document and Compliance Responsibilities.** Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete and that the Plan is being operated in accordance with its terms and applicable law. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) days after such document and/or amendment is adopted. Plan Sponsor acknowledges that it is responsible for reviewing the accuracy and completeness of all Plan document services performed by Empower, if any. Plan Sponsor is solely responsible for ensuring that a Plan is qualified under the Code.

**3.5. Disclosures.** Plan Sponsor agrees to comply with all of its notice and disclosure responsibilities under applicable law.

**3.6. Investment Options.** Plan Sponsor is responsible for the selection of all investment options made available under the Plan ("Investment Options") based on Plan Sponsor's independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable. Plan Sponsor must notify Empower in writing of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed upon by Empower and may be subject to certain limitations or conditions. Plan Sponsor acknowledges that the Plan's transition to Empower may be delayed if there is a change in the Investment Option selections.

As part of the Services provided by Empower, the Plan's assets may be invested in a group annuity contract and/or array of funds offered by Empower, its Affiliates or other investment providers (the "Investment Program"). Empower may add, delete and/or replace available investment options offered under the Investment Program with at least sixty (60) days written notice to Plan Sponsor or the Plan fiduciary. This notice will explain the fund change, communicate the timeline and effective date of the fund change, provide information on fees received by Empower or an Affiliate from a fund company, and explain Plan Sponsor's or the Plan fiduciary's right to opt out of the change. Plan Sponsor or the Plan fiduciary will be deemed to have approved such change unless Plan Sponsor's or Plan fiduciary's written objection is received by Empower within the sixty (60) day notice period. If Plan Sponsor or the Plan fiduciary objects to the fund change, Empower may terminate this Agreement, but will continue to provide services for at least sixty (60) days after the effective date of the fund change.

If allowed within the Investment Program, Plan Sponsor may request an addition, deletion, and/or replacement with respect to investment options available in the Plan. Plan Sponsor must provide Empower with notice of the intended change sixty (60) days prior to the intended date of the fund lineup modification. Empower must confirm, in writing, its ability to administer any requested fund additions, deletions and/or replacements prior to these changes being implemented. Once Empower receives notice of such fund change request, Empower will assess the Plan's pricing and the selected fund company's administrative requirements. Empower reserves the right to decline a fund change request if Empower is unable to administer the fund requested. Additionally, Empower reserves the right to reevaluate and modify the Fee Schedule as part of the request, and the Plan Sponsor acknowledges that such a request could impact the fees paid by the Plan or Plan Sponsor. The Plan Sponsor shall provide sufficient notice of the Plan's desired fund change to provide Empower with the opportunity to conduct the necessary review and to ensure that Plan participants can be provided with notification of fund changes at least thirty (30) days prior to the effective date of the change. If applicable, Plan Sponsor agrees to cooperate with Empower to create and deliver all necessary participant communications, and acknowledges that there may be an additional cost for such communications.

If Plan Sponsor offers Plan Investment Options that are recordkept outside of this Agreement ("Outside Assets"), Plan Sponsor hereby instructs Empower to restrict any and all transfers between the Outside Assets and the Plan assets recordkept under this Agreement. If Plan Sponsor has selected an

Empower annuity product, Plan Sponsor agrees that any provision(s) of the group annuity contract to the contrary are inoperable with respect to the Plan.

Plan Sponsor acknowledges that Empower or its Affiliates may receive fees from mutual fund families or other Investment Option sponsors or their Affiliates for providing certain administrative or other services thereto ("Fund Service Fees"). Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower. If any employer securities are included as an Investment Option or are otherwise contributed under the Plan, (i) Plan Sponsor shall be responsible for any Securities and Exchange Commission (the "SEC") or state registration, prospectus delivery or Form 11-K annual reporting requirements; and (ii) Empower shall not be responsible for the enforcement of or compliance with any SEC or Employer regulations or policies related to insider trading in Employer securities or the reporting of such trading. Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor agrees to adhere to the terms and conditions of such procedures included with this Agreement, as amended from time to time.

**3.7. Payment of Plan Expenses.** Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

**3.8. Direction by Plan Sponsor.** In performing the Services, Empower is acting at the Direction of the Plan Sponsor or other named fiduciary of the Plan. Plan Sponsor agrees to provide Direction in a manner reasonably requested by Empower, and Empower may rely upon any such Direction, whether provided electronically or in writing, by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other named fiduciary. Plan Sponsor agrees that all services and procedures to be followed by Empower as set forth in any service profile, summary plan description (if applicable), plan administrative guide, administrative form or other similar document will constitute Direction by the Plan Sponsor to Empower, unless Plan Sponsor indicates otherwise. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to such "deemed" approved transactions, and that Empower's responsibility is limited solely to confirming it has been provided in good order and in accordance with the procedure.

**3.9. Electronic Delivery.** Empower will deliver plan-related documents to Participants under the Agreement in an electronic manner as described below.

**3.9.1.** Plan notices to be delivered by Empower will be delivered via an email notice of the availability of the plan-related document on the Participant website sent to an email address provided to Empower by the Participant or by the Plan Sponsor. If Empower is not provided with an email address, notices will be delivered to the Participant via regular mail.

**3.9.2.** Empower will send an initial notification of default electronic delivery via regular mail to each Participant at least 10 days prior to delivering any plan-related documents via email. The initial notice of default electronic delivery will include the participant's email address that will be used to deliver notices of the availability of plan-related documents, a statement of the Participant's right to request and obtain a paper version of the documents and a statement of the option to opt out of electronic delivery and receive only paper versions of the documents.

**3.9.3.** If an email notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is



on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.

**3.9.4.** Participants may request to receive one paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.

**3.10. Review of Reports.** Plan Sponsor and Participants are responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to verify that the investments indicated in the reports properly reflect the investment Directions provided by the Plan Sponsor or the investment elections made by Participants, as applicable. Empower's performance of its obligations under this Agreement shall be conclusively presumed to be accurate unless Plan Sponsor or a Participant provides Empower with proper notice of discrepancies.

**3.11. Error Correction.**

**3.11.1. Transactional and Operational Errors.**

**a. Transactional Errors.** If Empower does not accurately process contribution, distribution, or investment instructions provided in good order by a Participant or the Plan Sponsor (e.g., investment allocation of Plan contributions, investment exchanges or transfers, or timely processing of a Plan distribution) and the issue is timely brought to Empower's attention, Empower will, at its own expense, retroactively correct the Plan or Participant account to reflect its adjusted financial position had the error not occurred, including any investment earnings and reduced by any investment losses. If the issue is not timely brought to Empower's attention, Empower may correct the error by adjusting the Plan or Participant account prospectively.

**b. Plan Operational Errors.** If Empower is timely notified that it has made an error that creates an operational or fiduciary issue for the Plan, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and describe the corrective option that Empower proposes to employ that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable, and Plan Sponsor shall review the proposed correction option. Unless the Plan Sponsor objects to such proposed correction and requests an alternate correction option within five (5) business days after receiving notice of Empower's suggested corrective option, the Plan Sponsor Directs Empower to promptly process the correction in accordance with the proposal, at Empower's expense. If Empower's proposed correction is consistent with Internal Revenue Service, Department of Labor, other agency correction guidelines, or other guidance, but the Plan Sponsor requests an alternate correction method resulting in expenses in excess of what Empower would have incurred under its proposed correction, the Plan Sponsor shall bear such additional expenses (including without limitation any attorney's fees, regulatory filing costs and additional net loss resulting from such method).

**3.11.2. Trading Errors.** If Empower does not accurately process a trade with the mutual fund company as Directed by the Plan Sponsor or as instructed by a Participant, then Empower will correct the share position at the mutual fund company as if the error had not occurred. In the event there are multiple funds or related errors in one or more funds involved, Empower will net gains and losses across

all funds involved in the associated error(s). If the Plan Sponsor utilizes the services of a third-party trustee and/or custodian (“**Third-Party Trustee**”), Empower shall in no event be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between the Plan Sponsor and such Third-Party Trustee (the “**Third-Party Trust Agreement**”), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

**3.11.3.** The parties acknowledge and agree that Empower will have no liability for an error caused by acts or omissions of the Plan Sponsor, Participants or any other third party other than Empower’s Affiliates, agents, vendors and suppliers.

**3.11.4. Duty to Mitigate.** The parties acknowledge and agree that the Plan Sponsor, the Plan Administrator and Participants each have a duty to mitigate any errors so as to minimize the expenses that may be incurred to correct such errors by promptly reviewing transaction confirmations, account statements and other Plan reports, as applicable, and providing notification of any error, providing timely approval of correction measures and taking such other reasonable steps as may be necessary (e.g., proactively transferring account holdings into the appropriate Investment Option).

**3.11.5. Transactional Gain/Loss Compensation Policies for Error Correction.** Empower may incur a gain or loss in the process of adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by transactional gains or losses incurred by Empower to settle the Investment Option positions in the course of correcting the account. Empower will net any Investment Option pricing differences as part of the correction process. If a correction is made at Empower’s expense, Empower, not the Plan or Participant, will incur any transactional loss and Empower will retain any transactional gain.

**3.12. Requirement to Appoint a Trustee.** Plan Sponsor is responsible for determining whether to appoint a trustee to provide trust services to the Plan and for selecting the trustee. If Plan Sponsor chooses to fund the Plan exclusively through an Empower group annuity contract, if available, the annuity contract may be used in lieu of a separate trust agreement, and Plan Sponsor will be considered the deemed trustee. If a trust agreement is used, Plan Sponsor agrees to have the trustee execute such agreement and all other documents required to establish and operate the trust.

Any trustee or custodian selected by Plan Sponsor for the Plan must be able to interface with Empower’s recordkeeping system in a “passive” role and all assets must be transferred to the omnibus custodial bank account. Plan Sponsor agrees to require the trustee or custodian to provide to Empower all information in the possession of the trustee or custodian that is necessary for the performance of Empower’s duties under this Agreement.

If Plan Sponsor chooses to retain Empower Trust Company, LLC (“ETC”) to serve as a Plan trustee or custodian, Plan Sponsor agrees to execute any and all documents required to establish the trust or custodial account. If Plan Sponsor, another entity or named employees serve as trustee of the Plan and ETC does not serve as a trustee, Plan Sponsor agrees to enter into a custodial agreement or other applicable agreement with ETC for the receipt of contributions.

**3.12.1. Trustee/Custodian Services.** If Trustee or Custodian services are provided by ETC, the compensation received by ETC for such services is reflected in the Plan’s fee disclosure report provided by Empower and the Empower Trust Company Bank Credits below. Additional fees may be

reflected in the trust or agreement between ETC and Plan Sponsor. If Plan Sponsor selects a trustee or custodian that requires changes to any procedures or services in the Agreement, Empower reserves the right to change fees in this Section.

**3.12.2. Empower Trust Company Bank Credits.** If Plan assets pass through a bank account held by the trustee or custodian or its Affiliates, the trustee or custodian may earn credits and/or interest on Plan assets awaiting investment or pending distribution. Any credits or interest earned by the trustee or custodian are aggregated with credits and/or interest earned by the trustee or custodian's Affiliates and will be used to defray the aggregate expenses for the maintenance of bank accounts. The trustee or custodian will not retain credits and/or interest earned in excess of such maintenance expenses. Credits and/or interest are earned from the use of (i) uninvested contributions received too late in the day or not received in good order to be invested same-day and (ii) proceeds from Investment Option redemptions where Plan distribution checks have not been presented for payment by Participants. Credits and/or interest (i) begin to accrue on contributions on the date such amounts are deposited into the bank account and end on the date such amounts are invested pursuant to Participant instructions, and (ii) begin to accrue on distributions on the date the check is written or on the ACH date, as applicable, and end on the date the check is presented for payment or when the ACH clears against the account, as applicable. Earnings of credits and/or interest are at the rate the bank provides from time to time.

Plan Sponsor acknowledges that any change to the trustee and/or custodial setup or relationships during implementation may delay the Effective Date.

#### **4. Fees & Charges**

**4.1. Fees.** Plan Sponsor agrees to pay Empower for the Services in accordance with the Fee Schedule, excluding any applicable sales, use, excise, services, consumption and other taxes or duties as described in Section 4.2 below. To the extent not paid by the Plan, Plan Sponsor agrees to pay Empower within thirty (30) days of Empower's invoice to the Plan Sponsor for services provided to the Plan. In the event any charges or fees reasonably and properly chargeable under the terms of the Agreement remain unpaid after sixty (60) days after the date billed, Plan Sponsor Directs Empower to deduct such expense charges from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. To the extent that the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing. Empower reserves the right to change its fees upon ninety (90) days' advance written notice to Plan Sponsor.

Plan Sponsor Directs Empower to debit from the Plan the amount of fees payable to any outside third parties retained by Plan Sponsor to provide plan administration, investment advisory, or other services ("Plan Service Providers"), as detailed in the Fee Schedule, and to remit the fees directly to the Plan Service Provider.

**4.2. Taxes.** Unless Plan Sponsor provides Empower with a valid and applicable exemption certificate, Plan Sponsor will reimburse Empower for sales, use, excise, services, consumption and other taxes or duties that Empower is required to collect from the Plan Sponsor and which are assessed on the purchase, license and/or supply of Services. Plan Sponsor and Empower shall each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross

receipts. If applicable, Plan Sponsor and Empower shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

## **5. Confidentiality & Data Privacy**

**5.1.** In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software or websites of the party ("Confidential Information"). For the purpose of clarity, any software or website owned, licensed or made available by Empower ("Empower Software") is Confidential Information of Empower. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties' Affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder or as directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

**5.2.** In the event a party is required to make a legally required disclosure of the other party's Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable, and shall cooperate with any efforts by such party to obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to broad-based regulatory examinations associated with a party's general business or operations, to disclosures made in conjunction with a law enforcement investigation, or where notice is prohibited by law.

**5.3.** Empower and Plan Sponsor each agree to maintain and hold in confidence all Nonpublic Personal Information received in connection with the performance of Services under this Agreement ("NPI"). Empower and Plan Sponsor agree that their collection, use and disclosure of any and all NPI is and will be at all times conducted in compliance with all applicable data protection and/or privacy laws, rules and/or regulations. NPI includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act. Plan Sponsor authorizes Empower to disclose NPI to its Affiliates, service providers, AND Plan Services Providers in connection with Empower's performance of Services under this Agreement. In addition, Plan Sponsor authorizes Empower to disclose NPI to Plan Sponsor's advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Empower may use and disclose, for benchmarking and research purposes, de-identified NPI that is aggregated with other anonymized data of a similar nature across Empower's client base in a manner that makes such NPI unidentifiable to a particular individual or plan. Empower's current Privacy Notice is attached to this Agreement, but shall not lessen any of Empower's obligations regarding NPI hereunder. Plan Sponsor agrees that any changes to the Privacy Notice may be delivered to Plan Sponsor through the Plan Service Center.

**5.4.** The parties will use best efforts to secure NPI through the use of appropriate physical and logical security measures, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of NPI.

**5.5.** The parties will promptly notify the other in the event of (i) any confirmed breach of the party's security measures that results in unauthorized access to or theft of NPI; (ii) the consequences of the breach, including (without limitation) any potential impact on the other party's security measures, systems, data (including but not limited to NPI) or the Empower Software (defined above); and (iii) the

corrective action taken to remedy the breach. In addition to the foregoing, Plan Sponsor will notify Empower immediately upon discovering a compromise of the security and/or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Empower's system.

**5.6.** Plan Sponsor acknowledges that Empower maintains security and fraud mitigation protocols (such as multi-factor authentication) designed to comply with statutory obligations and to safeguard Participant identities, Participant accounts, or access to Empower Software. Empower may update these protocols as needed to address new or evolving threats and statutory obligations. Plan Sponsor agrees to cooperate with Empower to implement, support, or otherwise cooperate in the implementation of any such updates, changes or enhancements. To the extent Empower offers Participants protection against account losses that result from unauthorized transactions, such protection is not available if Plan Sponsor fails to meet the requirements of this provision, or if the loss resulted from a compromise of the systems or security protocols of Plan Sponsor or its third party service providers (other than Empower).

**5.7.** Upon request, Empower will provide Plan Sponsor or its designated agent with information (which may include NPI) received from or in relation to Participants in connection with the performance of services under this Agreement including recorded phone calls and written and electronic correspondence. To the extent Plan Sponsor requests such information, Plan Sponsor agrees to indemnify Empower and to waive, absolve and forfeit any claims against Empower for providing such information to the Plan Sponsor or its designated agent.

**5.8.** For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended from time to time, Plan Sponsor authorizes Empower, and/or its Affiliates and services providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

## **6. Business Continuity & Disaster Recovery**

**6.1.** Empower will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide the Services. Such procedures shall be designed to enable Empower to continue to perform mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Such procedures will be tested at least once annually.

**6.2.** Empower Financial Services, Inc.'s current Business Continuity Plans Notice is attached to this Agreement. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

## **7. Records & Audit**

**7.1. Record Retention.** Empower shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy and as required by applicable law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and NPI once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or NPI

that must be retained for audit, legal or regulatory purposes, or is stored in non-readily accessible electronic format, such as on archival systems.

**7.2. SSAE 18.** Each year upon the request of Plan Sponsor, Empower will provide Plan Sponsor with a copy of the review performed by Empower's external auditors under the "Statement of Standards for Attestation Engagements Number 18, Attestation Standards: Clarification and Recodification" of the American Institute of Certified Public Accountants (SSAE18) SOC 1, or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants.

## **8. Intellectual Property Rights**

**8.1. Plan Sponsor Materials.** As between the parties hereto, excluding the Empower Materials (as defined below), Plan Sponsor shall own all trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower in providing the Services (collectively, the "Plan Sponsor Materials"). Plan Sponsor grants to Empower a nonexclusive, nontransferable and non-sublicensable license to use Plan Sponsor Materials in connection with its provision of the Services. Nothing contained herein shall prohibit Empower from referencing client partnerships in the normal course of public-relations communications or in materials prepared at the request of prospective clients.

**8.2. Empower Materials.** As between the parties hereto, Empower and its Affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its Affiliates hereunder (collectively, the "Empower Materials"). Empower grants to Plan Sponsor and Participants (as applicable) a nonexclusive, non-transferable and non-sublicensable license to use the Empower Materials during the term of the Agreement solely for purposes of using Empower's Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Empower Software. All rights with respect to the Empower Materials not specifically granted hereunder are reserved by Empower.

## **9. Liability & Indemnification**

**9.1.** Empower agrees to indemnify the Plan Sponsor from and against any and all expenses, costs, reasonable attorneys' fees, settlements, fines, judgments, damages, liabilities, penalties or court awards asserted by a third party (collectively, "Damages") to the extent resulting from Empower's breach of this Agreement, negligence, or willful misconduct. Notwithstanding anything to the contrary herein, Empower shall not be liable to Plan Sponsor for any Damages resulting from: 1) any acts or omissions undertaken at the Direction of the Plan Sponsor or any agent or any third party authorized by Plan Sponsor to provide Direction to Empower, including but not limited to prior service providers, investment advisors, or any authorized agent thereof; 2) any performance of the Services that is in strict compliance with the terms of this Agreement; or 3) Plan Sponsor's or its designee's failure to provide accurate documents, material, information or data to Empower or its Affiliates, as applicable on a timely basis.

Plan Sponsor acknowledges that Empower and its directors, officers, employees and authorized representatives are not responsible for the investment performance of any Investment Options under the Plan.

**9.2. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL,

PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.3. Insurance.** Empower will, at its own cost and expense, procure and maintain in full force and effect throughout the term of this Agreement insurance coverage that is reasonably appropriate to the Services provided under this Agreement. The requirements in this section are not intended to, and will not in any way, limit or qualify the liabilities and obligations of Empower under this Agreement.

## **10. Dispute Resolution**

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agree to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately upon such refusal.

## **11. Termination**

**11.1. Effective Date.** This Agreement will be effective as of the Effective Date specified in the Signature Page and will continue in effect for the initial term, if any, specified in the Fee Schedule and will continue thereafter until terminated in accordance with the termination provisions of this Agreement.

**11.2. Termination.** This Agreement may be terminated by either party, in whole or in part, by delivering sixty (60) days advance written notice to the other party. Plan Sponsor Directs Empower to deduct any and all outstanding expenses and fees owed to Empower from the Plan's trust on the termination date, unless paid by Plan Sponsor. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. Plan Sponsor acknowledges that after the termination of this Agreement, Plan Sponsor will be responsible for performing all actions required to be taken with respect to the Plan including, but not limited to: processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Agreement, Empower shall have no further obligations hereunder except as set forth in this subsection. Notwithstanding the foregoing, upon a written request by Plan Sponsor, Empower will provide Plan Sponsor, or a designated successor service provider, with Plan data and other information residing on Empower's recordkeeping system in Empower's standard format or another mutually agreeable format. Any request for Empower to provide information other than in its standard format shall be at Empower's sole discretion, and Plan Sponsor agrees to pay all fees, costs and expenses associated with such a request.

**11.3. Plan Termination.** If the Plan terminates, Empower may utilize any procedures promulgated by the U.S. Department of Labor or other applicable regulatory agencies for abandoned or orphaned plans, including the facilitation of distributions to payees and any other required plan termination requirements.

## **12. Miscellaneous**

**12.1. Affiliates & Agents.** Plan Sponsor acknowledges and agrees that Empower may utilize the services of Affiliates, agents, vendors and suppliers selected by Empower. Empower's use of any such party will not relieve Empower of its obligations hereunder, and Empower shall at all times remain liable for the performance of the Services hereunder.

**12.2. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Neither Empower nor its personnel shall be considered employees of Plan Sponsor for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant to this Agreement.

**12.3. No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto and their affiliates and is not intended to confer any rights or remedies upon any other person.

**12.4. Assignment.** This Agreement shall be binding upon and inure to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.

**12.5. Entire Agreement.** This Agreement, including all Exhibits, Schedules, notices and attachments, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services. Except as otherwise provided herein, this Agreement may be modified only by an Amendment signed by authorized representatives of each party. Notwithstanding the foregoing, Empower may unilaterally amend the Agreement in order to comply with applicable laws, to add or enhance the Services, or to update the method of providing the Services, by providing written notice to Plan Sponsor at least 30 days in advance of the effective date of such change. If applicable, service elections or modifications that alter the terms of the Schedule of Services or the Fee Schedule may be reflected in a new version of such document, which will be produced by Empower and made available to Employer, and which shall replace all prior versions of such document(s). Any Empower notices or policies that are attached to or referenced in this Agreement may be modified by Empower at any time. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

**12.6. Governing Law; Waiver of Jury Trial.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the state of the Plan Sponsor's residence, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in the Plan Sponsor's state of residence. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law. Plan Sponsor agrees that to the extent it can assert sovereign immunity under applicable law, it waives such sovereign immunity to the extent necessary to permit Empower to enforce the terms and conditions of this Agreement under the dispute resolution mechanism specified herein. Plan Sponsor further agrees to not assert sovereign immunity as a defense to any claim or action that Empower may bring relating to this Agreement.



**12.7. Unclaimed Property.** With respect to any checks issued from Plan assets during the term of this Agreement, Plan Sponsor Directs Empower to follow state unclaimed property regulations and escheat such assets to the Plan's or the Participant's state of residence based on Empower's records. However, Plan Sponsor may Direct Empower, in writing, to treat the Plan's uncashed checks in a different manner. Plan Sponsor is solely responsible for determining the appropriate handling of uncashed checks and any unclaimed property under the applicable federal and state laws including the determination and handling of amounts related to lost Participants.

**12.8. Website Services.** Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the "Website Services"). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a "User ID") is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this Section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this Section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with this Agreement and commercially reasonable industry standards.

**12.9. Force Majeure.** Neither Empower nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, counsel fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, pandemics, epidemics, explosions, sabotage, acts of God, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, or disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.

**12.10. Severability.** The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

**12.11. Notices.** All formal notices required by this Agreement will be in writing and shall be sent to Empower as set forth below and to the most current Plan Sponsor and trustee address on file with Empower. All notices sent shall be effective upon receipt.

Notice To Empower:

Empower Retirement, LLC  
Empower Retirement Division  
8515 East Orchard Road  
Greenwood Village, CO 80111

With a copy to:  
Empower Retirement, LLC  
8515 East Orchard Road  
Greenwood Village, CO 80111  
Attn: General Counsel

**12.12. Headings; Defined Terms; Counterparts.** Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

**12.13. Survival.** The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidential Information; Privacy & Data Security; Record Retention; Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Governing Law; Waiver of Jury Trial; Unclaimed Property; Website Services; Survival; Severability; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

**12.14. Signatures/Corporate Authenticity.** Plan Sponsor has been provided a signature page ("Signature Page") that applies to this Agreement as well as to certain other documents, which are listed thereon. By signing the Signature Page, the parties certify that they have read and understood this Agreement, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

**12.15. Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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## BUSINESS CONTINUITY PLAN NOTICE

Empower Financial Services, Inc. ("Empower"), a subsidiary of Empower Annuity Insurance Company of America and affiliate of Empower Life & Annuity Insurance Company of New York\* and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all staff.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

\* Record keeping and administrative services are provided by Empower Retirement, LLC, and in New York, Empower Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than Empower Financial Services, Inc., a wholly owned subsidiary of Empower Annuity Insurance Company of America. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the Company's website or can be obtained by requesting a written copy by mail.

BCP – Empower Customer Notice (Ed. August 2022)

## **PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE TRADING POLICIES**

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

01/2022



<b>FACTS</b>	What does Empower Retirement, LLC (Empower) do with your personal information?
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and account balances.</li> <li>• Retirement assets and transaction history.</li> <li>• Employment information and income.</li> </ul> When you are no longer our customer, we continue to share your information as described in this notice.
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower chooses to share, and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES EMPOWER SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>QUESTIONS?</b>	Call toll-free at <b>855-756-4738</b> or go to <a href="https://empower.com/privacy">empower.com/privacy</a>
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WHO WE ARE	
<b>Who is providing this notice?</b>	Empower and its affiliates. A list of companies is provided at the end of this notice.
WHAT WE DO	
<b>How does Empower protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical, and procedural safeguards, such as building and system security, and personnel training.
<b>How does Empower collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Provide account information or apply for a loan.</li> <li>• Enter into an investment advisory contract or seek advice about your investments.</li> <li>• Tell us about your investment or retirement portfolio.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness.</li> <li>• Affiliates from using your information to market to you.</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with the Empower names, as listed below, and other financial companies such as Empower Advisory Group, LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Empower does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Empower doesn't jointly market.</i></li> </ul>
WHO IS PROVIDING THIS NOTICE?	
<p>Empower Retirement, LLC; Empower Annuity Insurance Company of America; Empower Life &amp; Annuity Insurance Company of New York; Empower Plan Services, LLC; Empower Advisory Group, LLC; Empower Financial Services, Inc.; The Canada Life Assurance Company (U.S. operations); Great-West Life &amp; Annuity Insurance Company of South Carolina; Empower Capital Management, LLC; Empower Funds, Inc.; Empower Trust Company, LLC; Empower Holdings, Inc.; Empower Annuity Insurance Company; Prudential Bank &amp; Trust, FSB (to be merged into Empower Trust Company, LLC in or around March 2023); TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; Mullin TBG Insurance Agency Services, LLC; COMOSA REIT Corp. Empower Personal Wealth, LLC; Empower Services Holdings, LLC; Personal Capital Advisors Corporation (to be merged into Empower Advisory Group, LLC in or around April 2023); and Personal Capital Services Corporation. Empower and/or certain Affiliates also administer certain insurance policies on behalf of other insurance companies as a "Third Party Administrator" in connection with certain acquisitions it has made of businesses previously owned by other companies.</p>	

GEN-FLY-WF-1831220-0223(2332382)

## Schedule of Services

### Services provided by Empower

- A. **Recordkeeping Services - Core Services.** The following services are core recordkeeping and communication services available to all plans.

#### ***Implementation Services:***

##### **Empower will provide the following conversion services prior to the receipt of assets:**

- Gathering initial plan information;
- Coordinating conversion assets from a prior service provider;
- Reconciling plan assets;
- Loading records onto the recordkeeping system; and
- Assisting Employer's payroll office or payroll vendor to process the next scheduled payroll to Empower on or after the implementation period.

#### ***Implementation Period:***

##### **ACH Automation:**

Plan Sponsor Directs Empower to accept a transfer of Plan records that reflects Participant ACH banking information as provided by the Plan Sponsor or by the Plan's prior service provider, without any further review and validation of the ACH information provided.

In Directing Empower to accept a transfer of existing Participant ACH banking information to its recordkeeping system, the Plan Sponsor certifies the following:

- The Participant has previously authorized the Plan to process an ACH debit and/or credit of the Participant's account at the designated financial institution ("Account") in connection with all applicable Plan transactions and has authorized the designated financial institution, in the form of electronic fund transfer, to credit and/or debit the same to such Account.
- The Participant has not revoked the ACH authorization for the Account prior to the transfer and the Plan shall treat the Participant's ACH authorization for the Account as remaining in effect until Empower receives a notice of cancellation from the Participant.
- Plan Sponsor Directs Empower to administer all ACH transactions for all Plan purposes under the terms of Empower's separate ACH Agreement, which the Plan Sponsor has adopted as the Plan's terms and conditions governing all applicable ACH transactions processed on the Empower platform.

##### **Merging Plan:**

An existing Employer Plan that is converting to Empower will be subject to an implementation period to facilitate the movement of Participant, Alternate Payee and Beneficiary records and Plan assets from the prior record keeper and/or trustee to Empower.

#### ***Blackout Notice Services:***

##### **Initial Blackout Notices:**

Empower will assist in the preparation of the initial transition blackout notice and will provide the blackout notice to the Plan Sponsor for distribution to Participants, Alternate Payees and Beneficiaries, as requested by the Plan Sponsor. A "Blackout Period" is defined as any period of

more than three consecutive Business Days during which the Participant, Beneficiaries and Alternate Payees are prohibited or restricted from exercising certain otherwise available rights, such as directing investment of their accounts, obtaining loans or making distributions. During the implementation period, Plan Sponsor's prior record keeper's improper reporting or incomplete transferred records may impact the blackout period end date. Such an impact may cause an extension of the blackout period, resulting in a second notice. Empower may agree to provide this additional blackout notice if the parties agree in writing.

**Future Blackout Notices:**

If mutually agreed to in writing, Empower may provide blackout notices to the Plan Sponsor for distribution to Participants, Alternate Payees and Beneficiaries for fund or other ongoing plan changes that result in a period of more than three (3) consecutive Business Days where the Participant, Alternate Payee and Beneficiary are restricted from exercising certain otherwise available rights such as directing investments of their accounts, obtaining loans or taking distributions.

***Establishment of Accounts:***

**1. Participant Accounts:**

- a. Participant accounts shall be established and maintained for each Employer-approved new enrollee and each employee or former employee with a balance in the plan ("Participant"). Each Participant's account record shall consist of the Participant's name, Social Security number ("SSN"), mailing address, date of birth, and any such other information as required from time to time for provision of services to the Plan.
- b. On and after the receipt of assets, Empower shall maintain a record of each Participant's investment option allocation and transaction received in good order to the recordkeeping system, including:
  - (i) Current and historical investment allocations and percentages for each available investment option.
  - (ii) Current account balances of each Participant in each available investment option and money source.
  - (iii) An accounting of each transaction made to each available investment option and money source.
- c. Empower shall provide each Participant with access to his or her account and investment information via a Web site, the voice response unit ("VRU") and the Client Service Center domestic toll-free number and international toll number. Participants may use these services to change allocations of future deferrals and/or initiate transfers between and among investment options available under the Plan(s).
- d. Empower shall make available to each Participant a quarterly account statement in Empower's standard format.



Additionally, confirmation will be provided of every completed change requested by a Participant. Participants will also have access to their account activity via the VRU and the Web site.

- e. If applicable, Empower will include vesting information on Participant statements, provided that Plan Sponsor provides Empower with all vesting information required under applicable law.

## **2. Beneficiary Accounts**

If elected by the Beneficiary(ies) in good order and in a manner satisfactory to Empower, Empower will establish a Beneficiary account pursuant to the terms of the Plan requirements in effect on the date of establishment.

### ***Contribution Processing:***

**Receipt and Investment of Contributions.** Empower will credit contributions for allocation to Participant accounts in accordance with Direction from the Plan Sponsor and as set forth below. Empower will allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by the Plan Sponsor. Empower will pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian in accordance with investment Directions of the Plan Sponsor.

**Timing Requirements for Contributions Funded via ACH, Check or Wire.** Contributions received by Empower in good order prior to the close of any Business Day will be processed effective that Business Day, at that Business Day's net asset / unit values. Contributions not received by Empower prior to the close of Business Day will be processed effective the next Business Day.

### ***Distributions and Forfeitures:***

Empower will create and maintain a record of any distribution, including the distribution reason, from the Plan made with respect to each Payee. If applicable, Empower will provide a Code §402(f) Notice of Special Tax Rules on Distributions to the Payee at the time of distribution. Unless otherwise agreed to in writing, Empower is not responsible for issuing any other Participant, Alternate Payee or Beneficiary notice required by the Code, as applicable. Distributions will be made within two (2) Business Days if Empower receives instructions in good order.

## **1. Participant Distributions**

Empower will make distributions to Participants pursuant to the Plan Sponsor's and Participant's distribution requests received in good order.

## **2. Beneficiary Distributions**

If Plan Sponsor has elected Empower's beneficiary approval service, Plan Sponsor Directs Empower to process, without Plan Sponsor's further approval, death benefit claim forms received in good order from Participants under the Plan in accordance with the procedures provided by Empower to Plan Sponsor. Death benefit claim forms submitted without complete information or without a certified copy of the deceased Participant's death certificate or other required documentation will not be processed, and the claimant will be notified of the deficiency. Processing will continue once Empower receives all required information and documentation.

in good order. Plan Sponsor agrees to make determinations with respect to any competing claims, claims which require the Plan Sponsor's interpretation or other claims that are not specifically addressed in the procedures. In order to receive this service, Plan Sponsor must also utilize Empower's beneficiary recordkeeping and vesting tracking services, if applicable. This service shall commence following completion of initial beneficiary solicitation.

If Plan Sponsor has not elected Empower's beneficiary approval services, Plan Sponsor instructs Empower to pay the claimant listed on the Death Benefit Claim form signed by the Plan Sponsor unless there is a conflict between the designation on file with Empower and the claimant listed on the Death Benefit Claim form. In the event of a conflict, the Plan Sponsor will determine which Beneficiary designation will control.

### **3. Beneficiary Recordkeeping**

If Empower is and remains the sole record keeper for the Plan during the term of this Agreement, Plan Sponsor can instruct and authorize Empower to accept, maintain and file, without Plan Sponsor's signature, Beneficiary Designation forms received by Empower in good order and in a manner acceptable to Empower. Upon request, Plan Sponsor agrees to provide Empower with any and all Beneficiary information filed with the Plan by the Participant prior to the Effective Date of this Agreement.

If the spousal consent rules apply, Plan Sponsor shall provide Empower with instructions as to the portion of the Participant account for which a Beneficiary may be designated without spousal consent under the Plan. Plan Sponsor instructs Empower to rely on the marital status specified by the Participant on the Beneficiary Designation form and to obtain spousal consent, when applicable.

### **4. Forfeiture Processing**

If applicable, Empower will calculate forfeiture amounts based upon the Participant's vesting and will place the forfeiture amounts in a separate Plan account as instructed by the Plan Sponsor.

### **5. Participant Termination Services**

If the services described in this subsection is made available to the Plan Sponsor by Empower, and if the Plan provides for de minimis Participant accounts to be distributed after termination, then the Plan Sponsor instructs Empower to distribute communication material to the terminated Participant informing them of their distribution options. Such information includes communicating to the Participant that if he/she does not take a distribution of the account that it will be automatically rolled over into the Plan Sponsor-elected de minimis IRA. Plan Sponsor also instructs Empower to automatically roll any monies remaining in the Plan after a certain period of time following these communications to the rollover provider selected by the Plan Sponsor.

Plan Sponsor permits Empower to send out communication material to terminated participants informing them of their distribution options.

### ***Online Enrollment***

Plan Sponsor can instruct and authorize Empower to allow online Participant enrollment. Plan Sponsor instructs Empower to issue a Personal Identification Number (“PIN”) to every eligible employee, allowing enrollment in the Plan through the Web site and VRU.

### ***Automatic Enrollment***

Empower can perform automatic enrollment and deferral increase services, and create and mail initial and annual automatic enrollment notices, as elected by Plan Sponsor in good order and in a form acceptable to Empower.

### ***Qualified Default Investment Alternative (QDIA)***

Empower can create and mail initial and annual QDIA notices as instructed by the Plan Sponsor in good order and in a form acceptable to Empower.

### ***Deferral Processing***

Plan Sponsor can instruct and authorize Empower to provide for deferral processing by the Plan Sponsor via the Web site. Participants may access the Web site to input the required payroll deferral amount/percentage information. Plan Sponsor acknowledges that the Deferral Processing service described in this Section shall only be available as long as Empower is the sole record keeper for the Plan.

If Plan Sponsor uses Empower’s Automatic Enrollment services, Deferral Processing does not require separate election.

### ***Transfers:***

Participant, Alternate Payee and Beneficiary-initiated transfers will be processed and effective the Business Day they are received at Empower’s home office, if received before the close of the New York Stock Exchange (typically 4:00 p.m. Eastern Time or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation). If transfers are received at Empower’s home office after the close of the New York Stock Exchange, transfers will be processed and be effective the next Business Day (or such earlier time as may have to be implemented to comply with any applicable future law, rule or regulation).

### ***Tax Reporting of Distributions:***

1. Plan Sponsor appoints Empower as its agent to perform income tax withholding and reporting for all Payee distributions and agrees to provide all necessary information needed by Empower to perform these services.
2. Empower shall deposit the income tax withheld with the Internal Revenue Service (“IRS”) and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances.
3. Empower will complete necessary tax reporting forms for Payee distributions, file the tax reporting forms with the IRS and send copies to the Payee.

### ***Plan Loans:***

Empower will process Participant account reduction loans pursuant to the Plan's loan policy and Empower's loan procedures, as amended from time to time. Plan Sponsor agrees to provide an authorization for all Participant loan requests.

***Ongoing Plan Resources:***

1. Empower will provide the Plan Sponsor access to Plan information and electronic approval capabilities via the PSC.
2. Empower will provide the Plan Sponsor access to a Plan Services Representative for assistance with plan questions.
3. Empower shall provide periodic Employer Plan Reports in Empower's standard format.

***Participant Rollover Contributions:***

Plan Sponsor Directs Empower to process Participant rollover contributions received in good order pursuant to the Participant's direction in accordance with procedures provided by Empower to the Plan Sponsor and without any further Plan Sponsor approval or authorization.

***Communication and Education (subject to applicable law):***

1. Standard forms, notices and other information necessary for the service provided to the Plan will be provided to Plan Sponsor and to Participants via the PSC and/or through enrollment meetings.
2. Empower will provide investment education and communication materials, which may include education and planning tools, newsletters, brochures, or other materials.

**PARTICIPANT EDUCATION, FINANCIAL WELLNESS AND ADVICE SERVICES**

***Financial Wellness:***

Empower will provide employee plan and investment education and communications materials, including education and planning tools.

**1. Empower Participant Experience**

With certain exceptions, Empower provides Participants with an estimated hypothetical monthly retirement income and goal based on a number of factors including the Participant's Plan assets, Plan contribution rates and compensation data on the Participant website.

**2. Health Cost Estimator**

With certain exceptions, Empower will provide Participants access to Empower's Health Cost Estimator (as defined below) on the Participant website. Health Cost Estimator provides Participants with estimated monthly health care expenses based on retirement age and certain personal health condition information provided to Empower by Participants ("Health Cost Estimator"). All health care costs and projections are provided by an unrelated third party vendor. Plan Sponsor agrees that the Health Insurance Portability and Accountability Act of 1996 does not apply to any personal health condition information provided to Empower by Participants. Plan Sponsor also acknowledges that such health condition information is owned

by the Participant and not the Plan Sponsor and that Empower will not disclose any health condition information provided to Empower by Participants to Plan Sponsor without the Participant's consent. Empower agrees that, except as provided in the preceding sentence, it will otherwise treat such health condition information as NPI in accordance with the Section entitled Confidentiality & Data Privacy in this Agreement. Plan Sponsor further agrees not to use any information it obtains through Health Cost Estimator other than for Plan purposes, contribution rates and compensation data.

### **3. Plan and Financial Education**

Empower will send certain action-oriented Participant education communications to Participants according to a Participant's behavior, preferences, and information. Messaging will include: (i) educational information about the tools and services available in the Plan; (ii) actions a Participant may take to build individual savings (iii) general financial topics to help Participants reach their financial goals, and; (iv) information on additional options available that may provide a Participant with a more comprehensive savings strategy. A Participant must have an email address on file with Empower in order to receive such communications via email. The Participant can opt out of receiving these emails at any time as required by applicable law. Empower represents that education communications distributed to Participants under this Section are for educational purposes only and will not constitute investment advice under ERISA or other applicable law or regulation.

### **4. Distribution Education:**

Empower or its Affiliates will make retirement education consultants available to provide distribution education services to Participants and may contact terminated Participants who are eligible to receive distributions under the Plan to provide information regarding distribution options available under the Plan including on rollover services and products offered by Empower upon request. Notwithstanding anything to the contrary, this section "Distribution Education" shall not apply to New York government 457 deferred compensation plans.

### **5. Financial Wellness:**

Empower's financial wellness program provides Participants with tools and services to review overall financial wellness including the ability to assess total assets and liabilities and access tools that allow Participants to complete a personalized online assessment, the output of which provides the user with ideas on the next steps they can take to address financial concerns they identified when completing the assessment and educational resources to learn more about financial topics of interest, including a learning center with educational content on certain financial wellness topics. Empower or its Affiliates may make financial education consultants available to Participants to provide financial wellness consultations and may contact Participants to offer financial wellness consultations as agreed to by the Participant. Consultations involve topics such as (but not limited to): budgeting, saving, student debt, debt prioritization, life insurance, managing investments and consolidating assets. Empower's financial wellness tools, services and consultations may include information on financial products and services made available by Empower or third-party providers if such information is requested or agreed to by the Participant. Participants may pay fees if they choose certain products. Empower may receive fees and other payments from the products selected by Participants. More information on the applicable financial wellness products and the fees and payments that may be received by Empower is available upon

request. Notwithstanding anything to the contrary, this section “Financial Wellness Services” shall not apply to New York government 457 deferred compensation plans.

## **6. Investment and Distribution Advice:**

Empower may offer investment advice and provide recommendations as a fiduciary under applicable law to Participants on certain transactions, such as point-in-time investment advice on designated investment alternatives, investment advisory services available under the Plan, as well as recommendations on distribution and rollover options, which may include services and products offered by Empower and its Affiliates. When Empower acts as a fiduciary, it will do so in the best interest of the Participants. Empower will provide such fiduciary services pursuant to applicable law. Notwithstanding anything to the contrary, this section “Investment and Distribution Advice” shall not apply to New York government 457 deferred compensation plans.

**B. Elective Services.** The following elective services are available upon Plan Sponsor meeting certain requirements. Additional fees may apply.

### **1. Eligibility Determination**

Plan Sponsor can instruct Empower to calculate Participant eligibility based on Plan Sponsor’s instructions as to the Plan’s eligibility requirements. Plan Sponsor instructs Empower to reject the enrollment of any Participant determined to be ineligible. For each ineligible determination, Plan Sponsor instructs Empower to notify the Participant to contact the Plan Sponsor if he or she wishes to appeal the determination.

### **2. Vesting Services**

Plan Sponsor needs to provide Empower all information necessary to perform vesting services. Employer hereby instructs and authorizes Empower to:

- a. Maintain each Participant’s vesting percentage on Empower’s recordkeeping system;
- b. Display the Participant’s vested account balance on the quarterly statements; and
- c. Calculate and process withdrawals and/or loans according to the vested percentage.

### **3. Loan Approval**

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant loan requests submitted in a manner acceptable to Empower. If the Plan is subject to spousal consent requirements, loans may only be initiated by paper forms and not online or by VRU. Plan Sponsor agrees to specifically authorize each principal residence loan request.

### **4. Distribution Processing**

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, requests for distributions in good order and in a manner acceptable to Empower. If Plan Sponsor does not provide the Participant’s termination date or other required information, Plan Sponsor instructs Empower to route the request to Plan Sponsor for approval before processing the distribution.

### **5. In-Service Distributions at Age 59½**

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant age 59½ in-service distribution requests received in good order and in a manner acceptable to Empower. If the Participant's birth date information has not been provided, or if there is a discrepancy between the birth date on the system and the birth date on the form, Empower is instructed to rely on the birth date specified by the Participant on the form.

#### **6. Voluntary In-Service DeMinimus Distributions (for Governmental 457(b) Plans Only)**

Plan Sponsor can instruct and authorize Empower to process, without further Plan Sponsor approval, Participant initiated DeMinimus distribution requests received in good order and in a manner acceptable to Empower. If vesting is applicable and the Participant's birth date information has not been provided, or if there is a discrepancy between the birth date on the system and the birth date on the form, Empower is instructed to rely on the birth date specified by the Participant form.

#### **7. Automated Mandatory Distributions (De Minimis)**

Empower can perform automated mandatory distributions of small account balances, as elected by Plan Sponsor in good order and in a form acceptable to Empower.

#### **8. Required Minimum Distributions (RMDs)**

Plan Sponsor can instruct Empower to provide a notice to Participants who, based on Plan Sponsor records reflected on Empower's recordkeeping platform, may be RMD eligible. If the Participant does not timely provide an election for the RMD as described in the notice, the Plan Sponsor acknowledges and agrees that it must provide timely Direction to Empower with respect to processing any RMD payments prior to the regulatory deadline. Empower will process RMDs upon receipt of a Participant or Plan Sponsor request in good order.

#### **9. Investment Advisory-Related Services**

If the Plan Sponsor meets the relevant underwriting and other requirements, Empower Advisory Group, LLC ("EAG"), a federally registered investment adviser and wholly owned subsidiary of Empower Annuity Insurance Company of America ("EAIC"), may offer fund performance data and/or similar services regarding the investment options in the Plan through the Plan's recordkeeping and administrative relationship with Empower.

EAG, may separately offer Empower Retirement Advisory Services (Online Investment Guidance, Online Investment Advice and Managed Account service) to the Participants in the Plan through the Plan's recordkeeping and administrative relationship with Empower. Plan Sponsor may instruct EAG to make Empower Retirement Advisory Services available to Plan Participants in accordance with the terms and conditions of the Empower Retirement Advisory Services Agreement between EAG and Plan Sponsor.

#### **10. Missing Participant Administrative Services**

Plan Sponsor is solely responsible for identifying and locating missing Participants. Upon request by Plan Sponsor, Empower will provide reports or other information to the Plan Sponsor with respect to Participants with undeliverable addresses as reflected in Empower's records. Also at Plan Sponsor's request, Empower will provide a description of administrative services and associated fees, as updated from time to time, to assist the Plan Sponsor with identifying and locating missing Participants and reissuing benefit payments to Participants. The

administrative services may include performing Participant address searches using a commercial locator service, updating Participant address records and attempting to contact Participants using certified U.S. mail. Plan Sponsor may select such services and agree to the associated fees via a separate letter of direction.

## **11. Empower Health Reimbursement Account**

Empower has partnered with a third-party custodian and administrator (“Service Provider”) to provide an integrated end-to-end health reimbursement account solution for employers and their employees (“Empower HRA”). The Service Provider is the custodian and administrator of the Empower HRA, and the Service Provider and Empower will share health reimbursement account (“HRA”) information as necessary to streamline the user experience. In no event will Empower receive Health Insurance Portability and Accountability Act (“HIPAA”) protected information from the Service Provider.

The specific services, available based on Plan type, that may be provided by Service Provider as Directed by Employer can include: (i) prepare documentation for the Plan in accordance with the Code or applicable law; (ii) prepare trust documentation for the Plan; (iii) administrative duties, as applicable; (iv) Plan amendments; (v) perform a discrimination test annually; (vi) summary of benefit coverage, as needed; (vii) prepare Form 990 on an annual basis for filing; (viii) prepare and submit Form 5500 to electronic filing service for filing; and (ix) provide certain COBRA administration services.

Changes to HRA contribution amounts may be made directly between the Service Provider and Plan Sponsor (“Employer” for this Section). Additionally, Employer can Direct Empower to take HRA contribution changes directly from employees and transmit such changes to the Employer. Empower will forward updated deferral information to Employer according to the schedule elected by Employer.

Service Provider will charge certain fees to Employer and Participants for the HRA Services, such fees are available upon request. On behalf of Service Provider, Empower will invoice Employer for any Employer listed fees and Participant listed fees will be deducted from their account balance.

## **12. Hardship Distribution**

For 401(a) and 401(k) Plans, as applicable, Plan Sponsor Directs Empower to process and approve, on behalf of the Plan Sponsor, Participant hardship distribution requests received in good order and in accordance with procedures provided by Empower.

### ***QDRO Review and Determination Services.***

If the Plan accepts Qualified Domestic Relations Orders (“QDROs”), Plan Sponsor Directs and authorizes Empower to handle QDRO correspondence to and from involved parties and attorneys, including phone, email and other written communication. Plan Sponsor Directs Empower to distribute QDRO Procedures and Model QDRO to involved parties and attorneys. Plan Sponsor Directs Empower to place benefit holds as soon as administratively feasible pursuant to the Plan’s adopted QDRO procedures. Plan Sponsor Directs Empower to acknowledge receipt of a DRO and review the terms of the DRO to determine whether the order meets the requirements of applicable



federal law and satisfies the requirements contained in the Plan's adopted QDRO Procedures. After review of a DRO, Plan Sponsor Directs Empower to prepare and distribute approval, pre-approval or denial letters to the involved parties and attorneys. Plan Sponsor Directs Empower to maintain QDRO records during the term of service, including Pre-Approval, Approval and/or rejection letter(s).

Plan Sponsor Directs Empower to process the QDRO, without Plan Sponsor's further approval, by establishing a separate account for the alternate payee or making a lump sum distribution to the alternate payee. Plan Sponsor further Directs Empower to process, without Plan Sponsor's further approval, all requests, received in good order and in a manner acceptable to Empower, for distributions from alternate payee accounts established before or after the Effective Date. Plan Sponsor Directs Empower to calculate any alternate payee's QDRO amount based solely on the Participant's account records on Empower's recordkeeping system. Plan Sponsor further Directs Empower to process, without the Plan Sponsor's further approval, distribution requests received in good order and in a manner acceptable to Empower, with respect to alternate payee accounts established before the Effective Date pursuant to QDROs previously processed by Empower. The Plan Sponsor Directs Empower to calculate any alternate payee's QDRO amount based solely on the Participant's account records on Empower's recordkeeping system.

If the alternate payee's awarded share exceeds the value of the Participant's core investment account(s) under the Plan, Empower shall notify the Participant in writing to liquidate and transfer the necessary remaining sum from the SDB into the core investment options, to enable the processing of the QDRO. If the Participant fails to transfer the necessary amount within fifteen (15) Business Days of the date of the notification, and if the necessary amount is available in the SDB money market, Plan Sponsor Directs Empower to transfer such amount into the Default Investment Option. If there are insufficient available funds in the SDB money market, Plan Sponsor Directs Empower to notify the SDB provider to liquidate all of the Participant's SDB investments and to transfer the entire amount into the Default Investment Option.

For each qualified and processed QDRO, the Participant's portion of the fee will be deducted from the Participant's account balance, and the alternate payee's portion of the fee will be deducted from the alternate payee's account or from the lump sum distribution, as applicable.

***Special Investment Options:***

**1. Self-Directed Brokerage Accounts**

Plan Sponsor can choose to offer a self-directed brokerage option ("SDB"). Plan Sponsor agrees to complete and execute all documents required to activate the SDB.

**2. Life Insurance**

If, at the time of conversion, the Plan has existing life insurance policies, limited services may be available as described in Empower's life insurance guidelines and policies, as updated from time to time. If Empower determines that such services will be offered, Empower will remit insurance premiums to the applicable life insurance provider pursuant to Plan Sponsor's instructions as to the timing and manner of premium remittance. Plan Sponsor may be required to retain a third-party administrator to perform certain compliance and other services. Life insurance cannot be added to an existing Plan. Additional fees may apply.

**C. Plan Document Services**

Empower will offer a volume submitter plan document, a standard summary plan description and plan document amendments required by changes in applicable laws and regulations. If Plan Sponsor declines to use Empower's volume submitter plan document, it acknowledges that Empower will not be responsible for providing plan document updates or other plan document services as described in the Agreement.

**D. Designation of Third Party Administrator as Agent of Employer; Authorization**

Plan Sponsor represents, acknowledges, and agrees that Plan Sponsor may retain a Third Party Administrator ("TPA") to provide certain administrative and compliance services for the Plan under a separate agreement between the TPA and Plan Sponsor. If Plan Sponsor retains a TPA, Plan Sponsor agrees to provide Empower with proper notice and information regarding the services to be provided by such TPA. In order for Empower to implement such services, Plan Sponsor hereby designates the TPA as an agent of Plan Sponsor, and authorizes and Directs Empower to grant the TPA access to Plan and Participant information and to reports produced by Empower. Such access permits the TPA to update Plan and Participant information and approve plan operations, including distributions. Plan Sponsor has, in a separate agreement, authorized the TPA as its limited agent and hereby authorizes and Directs Empower to (1) construe any TPA Directions or certifications as Plan Sponsor Directions, and (2) comply with Direction provided by the TPA. If the agreement between Plan Sponsor and the TPA is terminated for any reason, the Client shall notify Empower within five (5) business days of such termination. Plan Sponsor acknowledges and understands that it may appoint a successor TPA eligible to participate in Empower's TPA program and may Direct the terminated TPA to transfer the Plan's records to the successor TPA selected by Plan Sponsor. Plan Sponsor understands and agrees that, if a successor TPA is appointed, Empower will comply with any successor TPA Directions.

Plan Sponsor hereby acknowledges and agrees that, in order for the TPA to provide services to the Plan, Empower may enter into an Agreement with the TPA (the "TPA Agreement") enabling Empower and the TPA to interact and communicate in order to provide services to the Plan. In the event that such TPA Agreement is terminated due to TPA dissolution, bankruptcy, or other reasons, Empower will notify Plan Sponsor as promptly as administratively possible.



REDCOM

**Resolution No: 2024-14**

**Dated: September 12, 2024**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY  
(REDCOM) AUTHORIZING THE EXECUTIVE DIRECTOR TO INITIATE AND  
APPROVE ALL DOCUMENTS NECESSARY TO ENTER INTO AN  
AGREEMENT WITH EMPOWER FOR DEFERRED COMPENSATION  
SERVICES**

**WHEREAS**, the REDCOM Board of Directors desires to employ personnel and provide employee benefits such as deferred compensation plans 401a and 457; and

**WHEREAS**, EMPOWER is the provider for personnel employed by REDCOM currently through its dispatch services contract with AMR; and

**WHEREAS**, the REDCOM Board desires to provide an equitable and generous benefit package to its future employees through a dollar for dollar match up to 5% of compensation for the pay period regardless of classification.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM hereby authorizes the Executive Director to initiate and approve all documents necessary to enter into an Agreement with EMPOWER for deferred compensation account services with a dollar for dollar match up to 5% of compensation for the pay period regardless of classification.



REDCOM

IN REGULAR SESSION, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crawl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the Board Chair declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Stephen Akre,  
Chair of REDCOM Board of Directors

Evonne Stevens,  
REDCOM Executive Director

Exhibits:

- A. Empower Fee Schedule
- B. Investnet Payment Request Form
- C. Administrative Services Agreement



## REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### STAFF REPORT

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**TO: Board of Directors MEETING DATE: September 12, 2024**

**PREPARED BY: Deborah Muchmore,  
Transition Coordinator (MTC)**

**APPROVED BY: Evonne Stevens, Executive Director**

**ITEM: ADOPT A RESOLUTION APPROVING THE REDCOM PAY SCHEDULE AND  
CLASSIFICATION AND COMPENSATION RULES**

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#### **RECOMMENDATION**

It is recommended the Board of Directors Adopt a Resolution approving the REDCOM Pay Schedule and authorizing the Executive Director to make non-substantive changes to the ranges and schedule.

#### **BACKGROUND**

REDCOM desires to become an employer of record for the personnel performing services on their behalf. This transition must occur on or before October 9, 2024. REDCOM is committed to providing systems and processes for all aspects of administering employment fairly and equitably for all individuals and employees.

#### **DISCUSSION**

As a part of a comprehensive personnel management system, REDCOM is requesting approval of pay ranges and classification and compensation rules to provide a roadmap for the ongoing administration of recruitments.

#### **Pay Ranges**

REDCOM's pay ranges have been established based on the current pay scales of employees contracted for services and best practices in public sector pay design.

General rules for all pay ranges: Full-time, regular employees are eligible for increases after 1040 hours worked and annually thereafter. Increases are based on merit evidenced by a "meets standards" or greater evaluation of performance. Merit Principles are governed by the Equal Opportunity Employment Commission. The authority for the use of merit in all aspects of public employment including recruitment, promotion, and selection comes from Section 709 and 713 of the Civil Right Act of 1964 (78 Stat. 265) as amended by the Equal Employment Opportunity Act of 1972. In 1978, the Equal Employment Opportunity Commission put out

guidelines to help interpret the Acts. These guidelines are called [The Uniform Guidelines on Employee Selection](#).

For the classifications of **Communications Manager, Associate Data Systems Administrator, Administration Assistant, and Communications Supervisor**, five step ranges have been established. The middle step of each range represents the highest annual salary for employees in each classification. There are two steps below and two steps above the highest annual salary. Each step in the range is 5% apart. New employees, based on merit, are eligible to reach the highest level of a range within four years.

For the **Communications Dispatcher** classification, a seven-step range has been established. The differential between the first and second step is 3% and there is a 5% differential between each of the subsequent steps. New employees will either be placed on the A1 or A2 step based on experience at hire and may be promoted to the next higher step after successful completion of probation (six months). Employees become eligible for another step increase (5% each) annually. Based on merit, the top of the range can be achieved in five years after passing probation.

The **Communications Training Officer** also has a seven-step range set at \$1.50 more per hour than Communications Dispatcher.

An increase for Communications Dispatchers is noted for 9/1/25 (\$2.00/hour) and for 9/1/26 (\$1.50/hour) Each of these increases will also provide an increase for Communications Training Officers

**Rate increase:** The Communications Dispatcher range has been established based on a 9/1/2024 rate increase of \$2.00 per hour in the cost of contracted dispatch personnel to stay competitive in the market. REDCOM is committed to provide compensation and benefits for its employees that are at least equal to or better than those received by the personnel currently under contract. Therefore, the pay range schedule includes a range for Communicatons Dispatcher and Communications Training Officer that show increases intended for the contracted personnel of \$2.00 per hour on September 1, 2025 and \$1.50 per hour September 1, 2026.

Related increases for the ranges of other staff will be determined by the Board of Directors as each year approaches.

The following incentives are also listed with the pay ranges for approval:

- Shift differential \$2.50/hour 1900- 0700
- Relief Supervisor \$2.00 per hour when assigned and working in the role
- Bilingual Incentive (certification required) \$70 per month paid equally each pay period

Staff further requests the REDCOM Board grant authority to the Executive Director to make non-substantive changes to the pay range and pay schedule that are clerical and typographical in nature and do not or change the impact of an approved pay range

### **RECOMMENDATION**

It is recommended the Board of Directors Adopt a Resolution approving the REDCOM Pay Ranges and Pay Schedule and authorizing the Executive Director to make non-substantive changes to the ranges and schedule.

### **FISCAL IMPACTS**

There is no fiscal impact of approving this Resolution establishing the pay ranges and pay schedule. The fiscal impact will be incurred and addressed when the Board approves the position allocation list and organizational chart assigning classifications and allocations.

**ATTACHMENTS**

Attachment 1 – Resolution and Exhibit A - REDCOM Pay Schedule

**REDCOM PUBLIC PAY SCHEDULE**

**Effective October 9, 2024**

	Step A	Step B	Step C	Step D	Step E			
<b>Communications Manager</b>	124,263.04	130,476.19	137,000.00	143,850.00	151,042.50	Annual		
	59.74	62.73	65.87	69.16	72.62	Hourly		
	4,779.35	5,018.32	5,269.23	5,532.69	5,809.33	Bi-weekly		
<b>Associate Data Systems Adm</b>	75,426.76	79,198.10	83,158.00	87,315.90	91,681.70	Annual		
	36.26	38.08	39.98	41.98	44.08	Hourly		
	2,901.03	3,046.08	3,198.38	3,358.30	3,526.22	Bi-weekly		
<b>Administration Assistant</b>	54,041.72	56,743.81	59,581.00	62,560.05	65,688.05	Annual		
	25.98	27.28	28.64	30.08	31.58	Hourly		
	2,078.53	2,182.45	2,291.58	2,406.16	2,526.46	Bi-weekly		
<b>Communications Supervisor</b>	111,905.67	117,500.95	123,376.00	129,544.80	136,022.04	Annual		
	53.80	56.49	59.32	62.28	65.40	Hourly		
	4,304.06	4,519.27	4,745.23	4,982.49	5,231.62	Bi-weekly		
<b>Communications Training Officer</b>	A-1	A-2	B	C	D	E	F	
	80,953.60	83,288.61	87,297.04	91,505.89	95,925.18	100,565.44	105,437.72	Annual
	<i>*Ongoing administration of the comp plan set at \$1.50 per hour more than Communications Dispatcher</i>	38.92	40.04	41.97	43.99	46.12	48.35	50.69
<i>**Eligible for Relief Supervisor @\$2.00/hour when in role</i>	3,113.60	3,203.41	3,357.58	3,519.46	3,689.43	3,867.90	4,055.30	Bi-weekly
<b>Communications Dispatcher</b>	A-1	A-2	B	C	D	E	F	
	77,833.60	80,168.61	84,177.04	88,385.89	92,805.18	97,445.44	102,317.72	Annual
	<i>**Eligible for Relief Supervisor @\$2.00/hour when in role</i>	37.42	38.54	40.47	42.49	44.62	46.85	49.19
<i>***Increases by \$2/hr 9/1/25 and by \$1.50/hr 9/1/26</i>	2,993.60	3,083.41	3,237.58	3,399.46	3,569.43	3,747.90	3,935.30	Bi-weekly

**Other Incentives:**  
 Shift Differential \$2.50/hour 1900-0700  
 Bilingual upon certification, \$70/mo. paid by pay period

**All positions:**  
 Eligible Annually to advance based on merit  
 Limited Service (up to \$60/hour)

<b>Effective September 1, 2025 (\$2.00 increase per hour)</b>	A-1	A-2	B	C	D	E	F	
<b>Communications Training Officer</b>	85,113.60	87,573.41	91,796.08	96,229.88	100,885.38	105,773.65	110,906.33	Annual
<i>*Ongoing administration of the comp plan set at \$1.50 per hour more than Communications Dispatcher</i>	40.92	42.10	44.13	46.26	48.50	50.85	53.32	Hourly
<i>**Eligible for Relief Supervisor @\$2.00/hour when in role</i>	3,273.60	3,368.21	3,530.62	3,701.15	3,880.21	4,068.22	4,265.63	Bi-weekly
<b>Communications Dispatcher</b>	81,993.60	84,453.41	88,676.08	93,109.88	97,765.38	102,653.65	107,786.33	Annual
<i>**Eligible for Relief Supervisor @\$2.00/hour when in role</i>	39.42	40.60	42.63	44.76	47.00	49.35	51.82	Hourly
<i>***Increases by \$2/hr 9/1/25 and by \$1.50/hr 9/1/26</i>	3,153.60	3,248.21	3,410.62	3,581.15	3,760.21	3,948.22	4,145.63	Bi-weekly
<b>Effective September 1, 2026 (\$1.50 increase per hour)</b>	A-1	A-2	B	C	D	E	F	
<b>Communications Training Officer</b>	88,233.60	90,787.01	95,170.36	99,772.88	104,605.52	109,679.80	115,007.79	Annual
<i>*Ongoing administration of the comp plan set at \$1.50 per hour more than Communications Dispatcher</i>	42.42	43.65	45.75	47.97	50.29	52.73	55.29	Hourly
<i>**Eligible for Relief Supervisor @\$2.00/hour when in role</i>	3,393.60	3,491.81	3,660.40	3,837.42	4,023.29	4,218.45	4,423.38	Bi-weekly
<b>Communications Dispatcher</b>	85,113.60	87,667.01	92,050.36	96,652.88	101,485.52	106,559.80	111,887.79	Annual
<i>**Eligible for Relief Supervisor @\$2.00/hour when in role</i>	40.92	42.15	44.25	46.47	48.79	51.23	53.79	Hourly
<i>***Increases by \$2/hr 9/1/25 and by \$1.50/hr 9/1/26</i>	3,273.60	3,371.81	3,540.40	3,717.42	3,903.29	4,098.45	4,303.38	Bi-weekly





REDCOM

**Resolution No: 2024-15**

**Dated: September 12, 2024**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY  
(REDCOM) ADOPTING AND APPROVING THE REDCOM PAY RANGES AND  
SCHEDULE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE  
NON-SUBSTANTIVE CHANGES TO THE PAY RANGES AND SCHEDULE**

**WHEREAS**, the REDCOM Board of Directors desires to employ personnel and desires to fairly compensate its employees; and

**WHEREAS**, to do so, staff has developed pay ranges for each approved classification and a public pay schedule attached hereto; and

**WHEREAS**, the REDCOM Board desires to authorize the Executive Director to make non-substantive changes to the pay ranges and schedule that are clerical and typographical in nature and do not or change the impact of an approved pay range.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM hereby Approves the REDCOM Pay Ranges and Public Pay Schedule and Authorizes the Executive Director to make non-substantive changes to the pay ranges and schedule.



REDCOM

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crowl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the Board Chair declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
Stephen Akre,  
Chair of REDCOM Board of Directors

\_\_\_\_\_  
Evonne Stevens,  
REDCOM Executive Director

Exhibit A: REDCOM Public Pay Schedule



## REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### STAFF REPORT

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**TO: Board of Directors MEETING DATE: September 12, 2024**

**PREPARED BY: Deborah Muchmore,  
Transition Coordinator (MTC)**

**APPROVED BY: Evonne Stevens, Executive Director**

**ITEM: ADOPT A RESOLUTION APPROVING THE REDCOM PERSONNEL SYSTEM  
RULES FOR CLASSIFICATION, COMPENSATION, AND RECRUITMENT**

---

#### **RECOMMENDATION**

It is recommended the Board of Directors Adopt a Resolution approving the REDCOM Personnel System Rules for Classification, Compensation, and Recruitment and authorizing the Executive Director to make non-substantive changes to the plans and rules as necessary.

#### **BACKGROUND**

REDCOM desires to become an employer of record for the personnel performing services on their behalf. This transition must occur on or before October 9, 2024. REDCOM is committed to providing systems and processes for all aspects of administering employment fairly and equitably for all individuals and employees.

#### **DISCUSSION**

As a part of a comprehensive personnel management system, REDCOM is requesting the adoption and approval of classification, compensation, and recruitment rules to provide a roadmap for the current and ongoing administration of recruitments.

Personnel System Rules that provide a roadmap for the current and ongoing administration of classification, compensation, and recruitment plans and systems are common elements of a public entity. Typically these rules are memorialized in a municipal code or in special district codes and ordinances.

REDCOM's Personnel System Rules have been developed to help guide staff in administering the Classification and Compensation plans and to conduct recruitments that are based on merit principles and provide equal opportunity and access to all.

The Rules describe guidelines and requirements for public agency employment such as the Uniform Guidelines for Employee Selection put out by the Equal Employment Opportunity Commission for public entity employment, the Federal Labor Standards Act, the Fair

Employment and Housing Act, California Government Code sections 53243 et.al. and 54954.2 and the California Minimum Wage requirements.

**RECOMMENDATION**

It is recommended the Board of Directors Adopt a Resolution approve the REDCOM Personnel System Rules for Classification, Compensation, and Recruitment and authorize the Executive Director to make non-substantive changes to the plans and rules as necessary.

**FISCAL IMPACTS**

There is no fiscal impact for approving Rules. The impact of the Rules will not become a factor until the Authority approves personnel allocations by classification in a future meeting. At that time, staff will discuss the fiscal impacts of the decision.

**ATTACHMENTS**

Attachment 1 – Resolution and Exhibit A Personnel System Rules for Classification, Compensation, and Recruitment



## REDCOM

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# RULES FOR ADMINISTRATION OF THE CLASSIFICATION AND COMPENSATION PLANS AND EMPLOYEE RECRUITMENT AND SELECTION

## PURPOSE

To provide rules for fair and equitable current and ongoing administration of the REDCOM Classification and Compensation plans and compliant, fair, and equitable employee recruitment and selection based on equal opportunity and access.

## SECTION 1 DEFINITIONS

All words and terms used in these Rules and in any other resolution, ordinance, or administrative procedures dealing with personnel policies or procedures shall be defined as they are normally and generally defined in the field of personnel administration. For convenience, the words, and terms most used in this document are defined as follows:

### **1.1 General Definitions**

#### **1.1.1 Acting Appointment**

An assignment to temporarily assume the role and perform the full range of duties and responsibilities of a higher job classification during the temporary or permanent absence of an employee. If the assignment is as of a result of a vacancy in the higher-class position, and REDCOM is actively recruiting to fill that vacancy, sometimes called an "interim assignment", such acting assignment will be limited to 960 hours per fiscal year, consistent with CalPERS regulations (Govt Code §20480) and the assigned employee will be relieved of all duties of his/her former position during the term of the acting assignment.

#### **1.1.2 Advancement**

Salary increases of one or more steps within the limits of an established pay range.

#### **1.1.3 Allocation**

The official assignment, through an approved and budgeted allocation, of an individual position to its appropriate class in accordance with the duties performed and REDCOM and responsibilities exercised.

#### **1.1.4 Applicant**

Any person who has made an application for a position.



# Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

## **1.1.5 Appointment**

Employment of a person in a position in the classified or “at will” service.

## **1.1.6 At will**

The employee serves at the pleasure of REDCOM, who retains the right to terminate any such employee at any time with or without cause. An "at-will" employee has no right of appeal of discipline or termination.

## **1.1.7 Base Salary**

The salary range and step established in the Compensation Plan, exclusive of any overtime, shift-differential, or other incentive pay an employee may receive.

## **1.1.8 Candidate**

Any person who has been accepted for participation in a recruitment or promotional examination.

## **1.1.9 Certification**

The formal establishment of a listing of eligible candidates from an appropriate employment list, or names of those on a reinstatement or re-employment list.

## **1.1.10 Class or Classification**

A group of positions sufficiently and substantially similar in duties, responsibilities, and minimum qualifications for employment to permit combining them under a single title and allowing the application of common standards of selection and compensation.

## **1.1.11 Class Series**

Two or more classification levels which have similar duties and responsibilities but are distinguished from each other by degree of difficulty or level of responsibility.

## **1.1.12 Classification Plan**

The designation by resolution of REDCOM Board of a title for each classification together with the specifications for each classification as prepared and maintained by the Executive Director or their designee. Positions in a Classification Plan are considered as being in the “Classified Service” of the REDCOM.

## **1.1.13 Compensation**

The salary, wage, allowances, and all other forms of valuable consideration earned by or paid to any employee for work performed and services rendered by any position but does not include any allowances authorized and incurred as incidents to employment.



# Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

## **1.1.14 Compensatory Time Off**

Time off from work that is paid in lieu of overtime pay. Hours worked is normally entered into the accrual bank at 1.5 times the number of hours and paid out in straight time. For use and accrual information, see CFR 553.22 for rules and the applicable employee agreement or wages and benefits resolution for specific guidelines for caps and use.

## **1.1.15 Competitive Service**

All positions in REDCOM, except for the Executive Director, or any other position designated by the REDCOM Board as "At Will".

## **1.1.16 Competitive Examination**

One or more selection procedures used to assess the relative qualifications of a group of applicants or candidates.

## **1.1.17 Continuous Examination**

A competitive examination or a particular class which is designed to be either open or promotional, or both, and the examination consists of the same or comparable tests of fitness which may be administered periodically; and because of which names of eligible candidates may be added to an existing employment list for the duration of such list.

## **1.1.18 Continuous Service**

Employment without interruption, and includes paid leaves of absence, FMLA/CFRA approved leaves and approved leaves of absence to serve in the armed forces of the United States, as provided by Section 395 of the Military and Veterans Code, as amended.

## **1.1.19 Days**

Calendar days unless otherwise noted.

## **1.1.20 Demotion**

The voluntary or involuntary movement of an employee from one class to another class having a lower maximum rate of pay.

## **1.1.21 Dismissal**

The involuntary separation of an employee from REDCOM service.

## **1.1.22 Domestic Partner**

"Domestic partner" as defined in California Family Code Section 297.

## **1.1.23 Eligible Candidate**

A person who has earned a place on an employment list established by competitive examination.



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### **1.1.24 Employment Date**

For retirement, sick leave, and other benefit purposes, the effective date of an employee's initial appointment to a full-time or part-time position within REDCOM.

### **1.1.25 Employment List**

A list of names of persons who may be considered for employment with REDCOM under specific conditions: re-employment, reinstatement, promotion, or open employment list.

### **1.1.26 Employment Status**

The type of an employee's appointment such as regular, introductory/probationary, or limited service.

### **1.1.27 Examination**

All selection procedures related to recruitment, promotion, or transfer from application to post offer activities used to measure the knowledge, skills, and abilities of the persons applying for positions within REDCOM.

### **1.1.28 FLSA**

The Fair Labor Standards Act (FLSA).

### **1.1.29 FLSA Exempt**

All employees who meet one or more of the exemptions from overtime under the regulations, or interpretations and opinions promulgated by the US Department of Labor under the FLSA (e.g. executive, administrative, professional) and who are paid on a salary basis. FLSA exempt employees are not eligible for overtime compensation.

### **1.1.30 FLSA Non-Exempt**

Employees who are eligible for FLSA overtime compensation.

### **1.1.31 Incentives**

Additional pay in approved by the REDCOM Board and authorized by the Executive Director, a compensation and benefits resolution or employee agreement which provide an incremental increase above employee base pay, salary, or compensation. Incentives may be established and applied as approved for special certifications, special assignments, or unique schedules and duties. Based on plan design, some incentives may be included in a possible future defined benefit plan and others may not.

### **1.1.32 Incumbent**

A person legally occupying a position in REDCOM Service.





## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### **1.1.33 Layoff**

The termination of an employee from REDCOM service for reasons of economy, efficiency, reorganization, or other non-disciplinary reason.

### **1.1.34 Limited Service Positions**

Limited Service includes types of positions which are periodic, for a limited duration or funding source, and do not provide full-time employment throughout a fiscal year. Positions assigned to the Limited Service include temporary, extra-help, part-time, student, intern, and seasonal positions. Limited-service positions are afforded only those benefits required by state or federal law, are generally non-competitive, not eligible for promotional recruitments, and incumbents do not acquire status in the class to which assigned by virtue of such employment. Limited service positions are "at will" and may be terminated with or without cause and without right of appeal.

### **1.1.35 Limited Term Position**

A position in the competitive or limited service which is created for a limited term based on funding, seasonal need, or a specific grant or body of work, or for projects funded in one or more contiguous fiscal years.

### **1.1.36 Open Examination**

A competitive examination for a classification in which applications are invited from all qualified persons, regardless of whether they are employed by REDCOM.

### **1.1.37 Part-Time Position**

A type of limited-service position to which a person is employed in a regularly budgeted position who works less than full-time.

### **1.1.38 Pay Range**

A series of base salary steps to which a class may be assigned.

### **1.1.39 Permanent Appointment or Permanent Status**

The type of status granted to an employee who has successfully completed an official introductory/probationary period for a specific classification which is in a regular allocated and budgeted position in REDCOM.

### **1.1.40 Position**

A combination of duties and responsibilities assigned to a single employee and performed on either a full-time or part-time basis. A position may be occupied or vacant.

### **1.1.41 Probationary/Introductory Appointment**

The initial appointment of an employee into a position in REDCOM.



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### **1.1.42 Probationary/Introductory Period**

The final stage of the recruitment, examination, and selection process where a new or promoted employee is required to demonstrate acceptable standards of conduct and satisfactory or better performance of the position's duties. During this period, the employee may be dismissed at any time with or without cause and without right of appeal or hearing. The Executive Director is the only employee who may reduce or waive a probationary period.

### **1.1.43 Promotional Appointment**

The advancement of an employee from a position in one classification to a position in another classification having a higher maximum salary range.

### **1.1.44 Promotional Examination**

A competitive examination for recruiting for a specific classification which is only available to current employees who meet the qualifications or are otherwise qualified for the class.

### **1.1.45 Provisional Appointment**

Appointment of a person possessing the minimum qualifications last established for a classification other than eligibility by examination and who has been appointed to a position in that class in the absence of available eligible candidates.

### **1.1.46 Provisional Employee**

An employee appointed to fill a vacancy for a limited time when no valid eligibility list exists for that position. Provisional employees are "at will," and their appointment may be terminated at any time with or without cause and without right of appeal.

### **1.1.47 Reclassification**

The permanent reassignment of a position to another classification due to the material change of the job duties or responsibilities of a position.

### **1.1.48 Recognized Employee Organization**

An employee organization that has been formally acknowledged by REDCOM as the employee organization that represents the employees in an appropriate representation unit.

### **1.1.49 Re-employment**

The reappointment of a former employee (from a layoff re-employment list) who had a permanent appointment with REDCOM at the time of layoff.



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### **1.1.50 Regular Employee**

The employment of a person in an authorized full-time position following successful completion of a probationary/introductory period in an authorized full-time position in REDCOM.

### **1.1.51 Regular Position**

A full-time position in REDCOM which is established through a budgeted position allocation without any limitation as to time or funding.

### **1.1.52 Rehire**

The reappointment of a former employee who does not have re-employment or reinstatement rights at the time of returning to the payroll.

### **1.1.53 Reinstatement**

The probationary appointment of an employee after the employee resigned in good standing from a permanent regular position or the return of an employee from a non-disciplinary demotion to a position which the employee held not more than one year previously. In either case, reinstatement must occur not more than one (1) year from the date of separation. Such reinstatement may be done so without further competitive examination.

### **1.1.54 Resignation**

The voluntary separation of an employee from REDCOM employment.

### **1.1.55 Salary Basis**

Compensation in a predetermined amount that is not reduced, regardless of the quality or quantity of work performed, except as required by REDCOM's principles of public accountability, for partial-day absences or as otherwise set forth in the FLSA. Exempt employees are expected to use available and applicable leave balances when absent for partial or full days.

### **1.1.56 Seniority in REDCOM Service**

Unless otherwise defined in by a formal agreement between REDCOM and a Recognized Employee Representation Organization, seniority in REDCOM service is based on the employee's number of continuous years in REDCOM measured from the employee's original hire date. Seniority in classification is based on the number of continuous years of service in the present or higher classification.

### **1.1.57 Seasonal Position**

A position of limited-service status which is recurrent and does not provide full-time employment. Seasonal employees are "at will" and may be terminated at any time with or without cause and without right of appeal.



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### **1.1.58 Selection Procedure**

The process by which employment decisions are made, including but not limited to application screening, written tests, oral interviews, performance tests, background investigations, assessments of physical or mental condition, and probation periods.

### **1.1.59 Seniority Bridging**

Seniority bridging allows for the prior public or private service of an employee in a like position to be counted toward accrual levels for designated leaves and for special skills and abilities to be counted toward advanced step pay range placement. During seniority bridging, the Executive Director may, in the best interest of REDCOM, use the Board's delegated authority for signing bonuses, to advance leave hour accruals, set placement on a pay range, set accrual levels, waive all or part of a probationary period, or other hiring incentives. Decisions made under this authority are made at the sole discretion of the Executive Director and are final. To initiate Seniority Bridging the REDCOM Board must grant such authority to the Executive Director to overcome impediments to hiring or prevent stoppage of work by declaring a position difficult to fill. A declaration of "difficult to fill" is based on the number of vacancies, current market conditions, or a recent history of failed recruitments. This section is not appealable or grievable.

### **1.1.60 Separation**

The voluntary or involuntary termination of employment from REDCOM service. Separation may include death, dismissal, layoff, resignation, retirement, or work completion.

### **1.1.61 Service Anniversary Date**

The original date of hire as a full-time employee, without a break in service, for purposes of accruing benefits and determining years of service with REDCOM.

### **1.1.62 Step Advancement**

The merit-based increase of an employee's salary to a higher salary level within the established salary range for the employee's classification.

### **1.1.63 Step Advancement Date**

The date on which an employee may begin to receive a merit increase awarded based on successful overall performance.

### **1.1.64 Student or Intern Position**

A type of limited service position to which an employee who is also a student pursuing a course of study may be employed part-time during an academic school year and full-time during school vacations and holidays. Employees holding such positions are "at will" and may be terminated at any time with or without cause and without right of appeal.



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## **1.1.65 Suspension**

The temporary separation without pay of an employee from REDCOM for disciplinary purposes.

## **1.1.66 Temporary Position**

A type of limited-service position to which a person is appointed on a temporary basis and which is not an authorized regular position or a regular position for a limited period of time, either full-time or part-time. Temporary employment that is limited to not more than 950 hours in any fiscal year. This period includes all time spent in one or more positions.

## **1.1.67 Temporary Promotion or Upgrade**

A temporary upgrade assignment of limited duration (CCR §571.3) appointed by the Executive Director to work on a duty, program, or process or in a position that is out of an employee's classification. Such assignment must be of limited duration, typically for short periods of time, never to exceed one (1) year in duration. Includes assignments made intermittently such as Relief Supervisor, an emergency promotion to cover for an injured or resting position or during normal operations to cover for a position with a higher maximum pay step during short periods of leave. This also covers assignments where the employee is continuously assigned the duties of a higher classification but does not assume the full scope of duties and responsibilities for the higher position.

## **1.1.68 Termination**

Involuntary separation of an employee from REDCOM service.

## **1.1.69 Transfer**

The reassignment of an employee from one position to another in the same classification or another classification having the same maximum salary range, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

## **1.1.70 Vacancy**

A duly created position which is not occupied and for which monies have been appropriated.

## **1.1.71 Y-Rated**

Employee's existing salary is frozen until adjustments to the employee's salary cause it to fall within a new. salary range

## **SECTION 2 CLASSIFICATION RULES**

The REDCOM Classification Plan was established and adopted on August 22, 2024 and amended on August 29, 2024. The plan organizes positions into common classifications based

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on similarities in duties, responsibilities, and requirements; provides a classification specification for each position and sets the structure necessary to transfer, recruit, promote, and establish pay ranges for the employment of personnel.

## **2.1 Rules of Classification**

### ***2.1.1 Implementation of the Classification Plan***

The Executive Director or their designee will recommend a Classification Plan for all classifications in the REDCOM that includes but is not limited to the following for each classification:

- The classification title
- A description of typical duties and responsibilities
- A statement of the minimum requirements for training, experience and other qualifications of applicants for the classification

Characteristics that distinguish the class from other classifications within in the Classification Plan

- Federal Labor Standards Act exempt/non-exempt status
- Whether the classification is Safety or non-Safety
- The Executive Director or their designee will ensure that all positions within the same classification are substantially similar with respect to duties, REDCOM, decision-making, character of work, and schedules of compensation.

### ***2.1.2 Interpretation of Class Specifications***

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions allocated to the various classes and should not be construed as limiting the assignment of duties and responsibilities to any position. The use of a particular expression or an illustration as to duties should not be interpreted to exclude others not mentioned that are of similar kind and level of responsibility. The specification for each class should be considered in its entirety and in relation to other classes in the Classification Plan. Consideration should be given to the general duties, specific tasks, responsibilities, qualifications desired, and relation to other positions, as affording together a picture of the kind of employment the class is designed to embrace.

### ***2.1.3 Periodic Updates***

From time to time the Executive Director or their designee shall review the Classification Plan to ensure that it is accurate and make amendments to reclassify, add positions or classifications, or make other changes as necessary or appropriate.



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### **2.1.4 Adoption by REDCOM Board**

The Classification Plan shall become effective only upon adoption by resolution of the REDCOM Board. Upon adoption, the Classification Plan shall take immediate effect unless otherwise specified.

### **2.1.5 Amendments**

The classification or position descriptions may be abolished or amended from time to time by REDCOM Board action when deemed in the best interest of the REDCOM service. In addition, new classification or position descriptions may be added to the REDCOM's Classification Plan. If new positions are added to the REDCOM services, such positions shall be allocated to an appropriate class by the Executive Director or their designee.

### **2.1.6 Assignment of Classifications to Bargaining Units**

Assignment or reassignment of classifications to employee units of representation shall be at the sole discretion of the Executive Director or their designee and in accordance with the Employer-Employee Relations Resolution.

### **2.1.7 Positions**

In accordance with these Rules, any position may be assigned, reallocated or transferred to a different class by the Executive Director or their designee, in consultation with the affected supervisor/manager, whenever there is a need of such action because of change in duties or responsibilities of the position. All positions shall be included in the same class if:

- (a) They are sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used; and
- (b) Substantially the same requirements as to education, experience, knowledge, and ability are required of incumbents; and
- (c) Substantially the same tests of capacities and fitness may be used in choosing qualified appointees; and
- (d) The same pay range or salary rate applies.

### **2.1.8 Emergency or Temporary Positions**

Whenever, in the judgment of the Executive Director or their designee that it is necessary for the REDCOM to employ a person or persons on an emergency or temporary basis in a type of position for which there is no classification provided in the Classification Plan, then the Executive Director or their designee may authorize such positions and shall fix the amount of compensation, and may determine the minimum qualifications for such additional employees, and shall limit in advance the period of time the position may be allowed up to a maximum of 999 hours in a fiscal year.



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## **2.1.9 Classification Review**

Review of the classification of a position may occur in the following circumstances:

- (a) One or more new positions are under consideration for possible establishment;
- (b) Due to a change in organization or methods, a major change of the duties or responsibilities of an existing position is made which may require reclassification;
- (c) A new class is created to which a position may more appropriately be allocated;
- (d) Due to the abolishment or combination of an existing position or class, an amendment to the Classification Plan is required.

The procedure for classification review is as follows:

- (a) An employee with supervisor support or a supervisor, manager or recognized employee representative organization may request a classification review. The supervisor/manager or recognized employee representative shall report the significant facts relating to such possible changes in writing to the Executive Director or their designee.
- (e) The Executive Director or their designee, upon written request of an employee and his/her supervisor/manager, may undertake an inquiry of the classification of any position.
- (f) Upon either of the above initiations, the Executive Director or their designee shall make a study of the assigned duties and responsibilities of any such position and the qualifications required, and of the relationships of such positions to other classes of positions in the Classification Plan.
- (g) Based on such investigation, the Executive Director or their designee shall then make a change in the allocation of the position; or reallocate the position to a more appropriate class in the existing Classification Plan; or determine a new class to which the position would be allocated, whichever the Executive Director or their designee deems is the appropriate action. Whenever a position is reclassified or reallocated, the existing position is to be deleted and a new position created in the class to which the position is to be assigned.

## **SECTION 3 COMPENSATION RULES**

### **3.1 Rules of the Compensation Plan**

#### **3.1.1 Compensation Plan Establishment**

REDCOM is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. REDCOM establishes its





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compensation system in accordance with the principles of public accountability. The Executive Director or their designee shall prepare a Compensation Plan that includes the following:

- (a) A publicly available pay table with salary ranges for all classifications in REDCOM, showing the minimum and maximum rates of pay
- (b) A designation of employment type, if applicable, for each range (full-time, part-time, temporary, or other employment type)
- (c) A designation of the position as paid on an hourly or salary basis
- (d) A benefits package that is provided to employees by position

These rules do not preclude the creation of separate management pay plans that, if adopted by REDCOM Board, must be administered in accordance with the procedures adopted for such plan(s) by REDCOM Board.

The purpose of this policy is to establish objective guidelines to be used in establishing compensation for REDCOM positions and in maintaining REDCOM's Compensation Plan. These policy guidelines are intended to ensure that REDCOM's compensation practices are fair and equitable, consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is REDCOM's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction,

Periodically, the Executive Director or their designee will assess the parity and competitiveness of REDCOM compensation by classification. Assessments will be conducted using industry best practices and guidelines in REDCOM's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments and other related practices. The results of each assessment performed will be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation which includes the value of the benefit package provided to employees.

The Executive Director or their designee must also determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, including changes to exempt or non-exempt status, resulting from a periodic review of the Classification Plan. Position reviews or classification studies will not typically result in a change in compensation. However, material changes to a classifications scope of work or level or responsibility may result in an adjustment to compensation.

Substantive modifications to the Compensation Plan Policy or Pay Schedules must be submitted to the Executive Director for recommendation to REDCOM Board for adoption.



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### **3.1.2 Compensation Plan Administration – Wages and Salaries**

The authorized pay ranges for the respective classes of positions with such amendments as may be adopted by REDCOM Board from time to time by resolution shall be applied as follows:

#### **(1) Advancement Within a Pay Range**

Generally, upon progress and productivity, employees in REDCOM or those occupying an appointed position shall be considered for a step advancement according to the following general plan:

- (i) *Steps*: There are five to seven steps within each pay range Represented by the letters beginning with the letter A.
- (ii) *Step A*. Step “A” shall typically be paid upon initial employment into a pay range. If the employee possesses exceptional training or experience, except as otherwise provided elsewhere in this document, the Executive Director or their designee may approve an initial appointment for up to step B or C.
- (iii) *Step Advances*. At the completion of the applicable probationary/introductory period of employment (Step Advancement Date), employees appointed at Step A are eligible for a step increase. If employed at other than Step "A", then consideration for advancement to the next salary step will take place after twelve months of service (approximately one year) following the date of hire. All step advances will be effective to the beginning of the next pay period after an employee’s Step Advancement Date. Additional step advances will be on an annual basis thereafter until the attainment of the top step in a range.

All step advances shall be based on satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the employee’s supervisor and with approval of the Executive Director or their designee.

- (iv) *Step at Promotion*. When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step results in a salary increase of less than five (5%) percent, they must be placed on a step that results in a minimum five (5%) percent increase, provided that in no event will the new salary be above the top step of range for the promoted class. The Executive Director or their designee may authorize an appointment to a position at any higher salary step in the pay range.

(v) *Special Salary Adjustments*. Except as otherwise stated in these Rules, to  
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correct gross inequities or to reward outstanding achievement and performance, the Executive Director or their designee may, adjust the salary step of an incumbent of a particular position to any step within the pay range for the class to which the position is allocated. If a special salary step adjustment is authorized, it shall coincide with the beginning date of a pay period.

### (2) Calculation of Service Anniversary Dates and/or Step Advancement

- (i) *Dates.* Service Anniversary dates shall be established as of the effective date of employment into a regular full-time position. Step Advancement Dates shall be established as of the effective date of the most recent step advancement, promotion, or reinstatement in REDCOM service, or the effective date of a special salary adjustment as provided in Section 3.1.2 of these Rules. All step advancements shall be effective the first day of the pay period following the step advance date unless that date falls on the first day of a pay period.

### (3) Applicable Salary Rates Following Pay Range Increases and Decreases.

- (i) *Same Relative Step.* Where a pay range for a given class is revised upward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step C to Step D, etc.) and their next step advancement date shall not be changed.
- (ii) *Retention of Salary and "Y" Rates.* When a pay range is adjusted downward, incumbents may, on approval of the Executive Director, be assigned a "Y"-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the "Y"-rating. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said "Y" rate shall be canceled on vacancy of the position.
- (iii) *Pay Range Change on Step Advancement Date.* In the event that a pay range change becomes effective on an employee's step advancement date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.
- (iv) *Pay Range Change on Date of Promotion.* In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional



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adjustment as provided in Section 3.1.2 of these Rules.

### ***3.1.3 Errors in Compensation***

Each employee shall review each of his/her paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately call it to the attention of his/her supervisor who shall, in turn, notify the Executive Director. REDCOM shall document all errors in compensation and the affected employees shall sign an acknowledgment for any corrections made.

In the event of any underpayment of which REDCOM becomes aware, the employee shall receive any amount due him/her on the next regular paycheck.

In the event an employee receives an overpayment by REDCOM, the employee shall reimburse REDCOM for the total overpayment and REDCOM may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred.

### ***3.1.4 Compensation Plan Administration – Benefit Package***

The Executive Director or their designee must provide a benefit plan for each paid REDCOM position. Benefits for part-time and temporary positions may be limited solely to those benefits provided by state, federal, or local law. The value and cost of benefit plans must be reviewed periodically, and benefits enrollments reconciled with premiums collected annually.

## **SECTION 4 RECRUITMENT, APPLICATIONS, AND APPLICANTS**

It is the policy of REDCOM to recruit and select the most qualified individuals for positions in REDCOM's service. Recruitment and selection shall be conducted in a manner that will ensure open competition, provide equal employment opportunity, and prohibit discrimination or favoritism because of race (including hair textures and protective hairstyles), color, religious creed (including religious dress and grooming practices), sex (including gender, gender identity, gender expression, pregnancy and breastfeeding, and medical conditions relating to breastfeeding) national origin or ancestry, age (over 40), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran's status, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

### **4.1 RECRUITMENT AND SELECTION RULES**

#### ***4.1.1 Recruitment***

In accordance with the Equal Employment Opportunity Commission, positions to be filled in REDCOM shall be publicized by distributing announcements within REDCOM and to

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surrounding government entities, and in other publication/advertising sources as deemed advisable and appropriate within the discretion of the Executive Director or their designee. The Executive Director or designee will prepare an official bulletin announcing any proposed examination. The notice shall be posted in public view at REDCOM. The notice shall be posted for a reasonable time based on the type of recruitment and anticipated pool of applicants which is typically in the range of 7-14 calendar days. The Executive Director or their designee may elect to open a position for a longer or shorter number of days as appropriate. The examination announcement shall contain all information of importance for consideration by potential applicants, including whether the examination is to be promotional only, open, both promotional and open, or continuously open.

When REDCOM seeks only promotional candidates, distributions will be limited to internal sources. Additionally, when distribution of a job announcement would detrimentally delay the filling of a position, REDCOM, at its sole discretion, may opt to fill the position temporarily from immediately available sources.

### ***4.1.2 Applications***

Official application forms shall be available electronically or by paper in REDCOM's Headquarters. Applications shall be made as described in the job announcement. All applications must be submitted, in full, on or before the filing deadline stated in the job announcement. In the best interest of REDCOM, the Executive Director or their designee may permit a letter, resume or other indication of interest to be accepted pending receipt of a properly completed application.

When necessary to meet continued requirements for filling positions due to a limited pool of applicants for a classification or position or due to an increased vacancy rate or due to increased REDCOM needs, the closing date for any selection process may be indefinite and applicants may be tested continuously in such manner and at such times and places as may be provided by REDCOM. Applicants who fail to achieve a passing score in such an open continuous examination may not compete again until the lapse of ninety (90) days between the first and second testing and one hundred and twenty (120) days between the second and third such testing unless stipulated to the contrary on the job announcement. REDCOM may exclude such applicants from further testing at its discretion.

#### ***(1) Disqualification of Applicants***

The Executive Director or their designee may disqualify any applicant either before or after examination for any of the following causes:

- (a) The applicant did not properly complete the application;
- (b) The application indicates on its face that the applicant does not possess the minimum qualifications for the position;



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- (c) After undergoing and interactive reasonable accommodation process and exhausting process entitlement, the applicant with or without accommodation, is unable to perform the essential functions of the position sought;
- (d) The applicant is currently using illegal drugs or prescription drugs that are known to cause such an alteration on cognitive or functional capabilities as to reasonable render the candidate unable to successfully perform the position with or without accommodation or cause an unsafe situation;
- (e) The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying;
- (f) The applicant is not legally permitted to work within the United States;
- (g) The applicant has been rude, disruptive, insolent, uncooperative, or has presented other conduct unbecoming of an REDCOM employee during a recruitment;
- (h) The applicant has made false statement of any material fact or practiced or attempted to practice deception or fraud in making application for employment;  
or
- (i) For any material cause which in the judgment of the Executive Director or their designee would render the applicant unsuitable for the position, including a prior resignation from REDCOM service, termination from REDCOM service, or significant disciplinary action.

### *(2) Notice of Rejection*

The Executive Director or their designee must mail or email a notice of any rejection to the address provided by the applicant on the application. Any disqualified applicant may protest his or her rejection as provided for in these Rules.

### *(3) Incomplete or Late Applications*

Incomplete or improperly completed applications may be returned to the applicant for additional information and/or completion provided the time limit for receiving applications has not expired. Such applications may be resubmitted and accepted by the Executive Director or their designee. Acceptance, in this case, will be based on such applications being initially received on or before the previously announced final date for filing. Applications received after the announced final date for filing may be accepted by the Executive Director or their designee. Acceptance, in this case, will be based on a reasonable explanation being given by the applicant which is satisfactory to the Executive Director or their designee. Such acceptance must take place prior to any scheduled examination for the class in question.



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## **4.2 EXAMINATIONS**

### ***4.2.1 Responsibility***

The Executive Director or their designee, will determine the manner and methods, and by whom examinations shall be given. All examinations and background checks will be job-related and consistent with a business necessity.

All selection procedures are designed to assess the job-related qualifications of each applicant and consistent with merit system principles. REDCOM may utilize any legitimate job related objective method to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, training and experience review, panel interviews, assessment centers, and oral interviews. The methods used shall be impartial, inclusive, without disparate treatment, and fairly measure the relative capacities of the candidates to execute the duties and responsibilities of the job. As required by law, reasonable accommodation will be made for applicants with disabilities. REDCOM may hold the selection processes itself or contract with any competent organization or individual to prepare and/or administer selections procedures.

### ***4.2.2 Need for Examinations***

The Executive Director or their designee will schedule examinations, as necessary. If there is a vacancy or one is anticipated, or if a provisional appointment is made, an examination will be conducted as soon as practicable to establish or supplement an employment list.

### ***4.2.3 Appraisal Boards***

In examinations where appropriate, the education, experience, skills, personal qualifications, and other pertinent information about the candidate may be evaluated by a Qualifications Appraisal Board. The weight to be given the evaluation of the above shall be determined by the Executive Director or their designee. The Qualifications Appraisal Board will include a subject matter expert and may be composed of external and internal raters, provided that such persons are neither the manager/supervisor for the positions being examined nor are currently the immediate supervisor or close family member of a candidate. If possible, at least one of the members of the Appraisal Board shall be technically familiar with the character of the work of the class for which the candidates are being examined.

### ***4.2.4 Rating***

In all examinations, the minimum grade or standing for which eligibility may be earned shall be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. At the discretion of the Executive Director or their designee, failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination. The Executive Director or their



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designee may also designate any part of an examination as qualifying only, and no numerical weight need be assigned to passing scores in said part.

### **4.2.5 Preparation of Employment Lists**

Eligibility lists shall be established and certified by the Executive Director or their designee following all applicable examinations. If the examination was given on both a promotional and open basis, the names of candidates will be distinguished as promotional or open on the list. Candidates will be placed on eligibility lists in ranked order by final rating score with the most qualified at the top of each list.

### **4.2.6 Notification of Examination Results**

Every applicant taking part in the examination process shall be given written notice of the results. Any claim of error in rating or grading, must be submitted to the Executive Director or their designee no later than ten (10) days after the effective date of the eligibility list, to be considered for correction. Applicants shall be provided timely access to all information reasonably necessary to determine if an error in rating or grading has occurred. However, applicants cannot have access to a composite description of the rating sheets. Corrections of errors in grading shall be made within the discretion of the Executive Director or their designee. Applicants have no further right of appeal of examination results.

### **4.2.7 Protests/Appeals to Executive Director**

Within five (5) working days of the date of the notice of disqualification or of final ratings in an examination, an applicant may file an appeal in writing with the Executive Director or their designee. Such an appeal shall contain information in sufficient detail to enable the Executive Director or their designee to reevaluate the applicant. Within ten (10) working days of receipt of the appeal, the Executive Director or their designee shall commence to review the issues involved. and render a decision in writing to the appellant. When the Executive Director or their designee has reached a decision, the appellant shall be notified by email or mail, to the last known address on file for the appellant, of the Executive Director or their designee's decision

### **4.2.8 Status of Examinations Being Appealed**

Normally, scoring of written tests will not be completed pending disposition of an appeal. As the needs of the service, due to the emergency nature of operations, may require REDCOM to fill vacancies from employment lists, tests may be scored and other parts of the examination, certification, and appointment process completed prior to receipt of or answer to protests. Appointments so made are not subject to change even if subsequent test rescoring should alter the established order of the employment lists.





# Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

## **4.3 ESTABLISHMENT AND THE USE OF EMPLOYMENT LIST**

### **4.3.1 Types of Lists**

The following types of employment lists shall be established by examinations with the type of employment list to be established determined by the Executive Director or their designee.

#### **(1) Promotional Employment List**

If there are less than three (3) applicants on a promotional eligibility list, the Executive Director or their designee, in consultation with the Executive Director, may declare the list invalid and announce a new recruitment and examination period or may make a temporary appointment until eligible candidates can be certified after appropriate examination.

#### **(2) Open Employment List**

If less than five (5) names of qualified applicants are available for a new appointment, the Executive Director or their designee may declare the list invalid and announce a new recruitment and examination period.

### **4.3.2 Use of Employment Lists**

At the discretion of the Executive Director or their designee in consultation with the Executive Director, employment lists shall be valid and in effect for a period of one (1) year or until superseded by the completion of a new recruitment process and a more current list. An eligibility list may be extended by action of the Executive Director or their designee for additional six-month periods, but in no event shall a list remain in effect for more than two (2) years.

### **4.3.3 Eligibility for Promotional Examinations**

All candidates for promotion must currently work in REDCOM services, have worked the equivalent of one-half year (1040 hours), and must possess the minimum qualifications as set forth in the specifications of the class to which the promotion is sought.

### **4.3.4 Employment Lists Resulting from Continuous Examinations**

The Executive Director or their designee may initiate a continuous examination for a class or add to an existing open or promotional employment list by re-announcing and conducting a continuous examination. Candidates on such an employment list may be referred to hiring managers for selection to fill a current vacancy for a period of one (1) year.

### **4.3.5 Restoration of Names of Laid-off Employees to Employment Lists**

The names of employees who are laid-off or demoted for lack of work, or lack of funds, shall be restored to the same employment list from which the original appointment was made, provided the original list is still valid. Otherwise, these names will be held on a restoration list.



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### **4.3.6 Availability of Candidates**

It shall be the responsibility of candidates or those on re-employment or reinstatement lists to notify the Executive Director or their designee of any change of address or other change affecting availability for appointment. The Executive Director or their designee may circulate employment, reinstatement, or re-employment lists or use other methods to determine the availability of candidates and may indicate the conditions under which appointment may be offered. Candidates or those on reinstatement lists who decline to be considered or indicate unwillingness to accept employment under the offered conditions will be deemed to be not further considered for that position.

### **4.3.7 Removal of Names from Employment, Reinstatement, and Re-employment Lists**

The Executive Director or their designee may remove the name of any eligible candidate from an employment, reinstatement, or re-employment list for any of the following reasons:

#### **(1) Disqualification.**

As stipulated in Section 4.1.2 of these Rules.

#### **(2) No Response.**

On evidence that the eligible candidate cannot be located by postal authorities at the last known address, failure to reply within five (5) working days from the date the letter was mailed requesting information as to availability for appointment, or failure to notify the Executive Director or their designee of any change of address resulting in the return of letters without forwarding by the United States Post Office, will be considered sufficient evidence. On submission of a request, therefore giving acceptable reasons as to why the notice was not returned or change of address not filed, the Executive Director or their designee may restore the name of an eligible to the appropriate list.

#### **(3) Request of Eligible Candidate.**

Upon receipt of a written statement from the eligible candidate requesting his/her name be removed from the employment, reinstatement, or reemployment list.

#### **(4) Third-Waiver.**

If three offers of regular full-time employment in the class for which the employment, reinstatement, or re-employment list was established have been declined by the eligible candidate.

#### **(5) Failure to Accept.**

Appointment Offer. If the person selected has been granted at least two (2) weeks to assume the position, and fails to do so, this failure to appear may be cause to remove that person from the employment, reinstatement, or re-employment list.



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### *(6) Removal from Promotional Employment List Automatic Upon Termination.*

If an eligible candidate on a promotional employment list resigns from REDCOM service or is dismissed for cause, the candidate's name shall automatically be dropped from such list. If an open list from which the candidate was originally hired exists and is still valid, the person who resigns from REDCOM service may request that his/her name be placed on the open list.

### *(7) Unfit for Duty.*

If an eligible candidate after exhausting a reasonable accommodation interactive process and related entitlements, is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation.

### *(8) Other*

Any other lawful reasons.

### **4.3.8 Request to Fill Vacancies**

Exigent circumstances aside, whenever a position in REDCOM is to be filled, the Executive Director must notified and authorize the hire. This may be documented by email or other written communication. The hiring supervisor or manager must advise the Executive Director as to the availability of persons for employment in the position and the final selection of individual(s).

### **4.3.9 Employment List Priority**

Priority for consideration for appointment to a regular position shall be given to the various employment lists in the following order: re-employment lists, reinstatement lists, promotional lists, and open lists; however, reinstatement lists may be used instead of any employment list except a re-employment list.

#### *(1) Re-employment Lists.*

A re-employment list for any class shall consist of the names of employees who have permanent status in that class and who have been issued an Official Notice of Layoff and have been laid-off, or in lieu of layoff, have been demoted, transferred, or resigned from a position in the same class prior to the effective date of their layoff. All names shall be placed on the re-employment list in reverse order of the designated date of layoff. That is, the person who was laid-off, or who demoted, transferred, or resigned in lieu of layoff most recently shall be placed highest on the list. Employees whose positions have been reclassified to a class having a lower maximum salary, but who have not been demoted for cause, shall have their names placed on the re-employment list in order of their service in the class from which their position was reclassified. Names placed on a re-employment list shall remain on such a list for no more than two (2) years from the date of layoff; demotion, transfer, or resignation in lieu of layoff; or the reclassification of the position to a class having a lower maximum salary.



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### *(2) Reinstatement Lists.*

The Executive Director or their designee may reinstate any person who has either resigned in good standing from a position in which the former employee had permanent status to a position in the same class, or return an employee to a class in which status was held prior to the employee's acceptance of a non-disciplinary demotion, provided that such reinstatement is accomplished within six (6) months of the date of resignation or non-disciplinary demotion. Such reinstatement action may, at the discretion of the Executive Director or their designee, take precedence over any employment lists, except a re-employment list. Any person so reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class. The order of names on a reinstatement list for a class shall be in order of their resignation or non-disciplinary demotion, with the most recent being last.

### *(3) Promotional Lists. Promotional*

Lists shall consist of the names of employees who have been successful in an examination designated as a promotional examination. Names of employees requesting an approved lateral transfer may also be placed on the promotional list.

### *(4) Open Lists.*

Open lists shall consist of the names of persons who have been successful in an examination designated as an open examination. The names of all eligible candidates shall be placed on the open list according to their scores.

### **4.3.10 Certification of Employment Lists**

When requests for certification of employment list(s) are received, certification shall be made to the Executive Director or their designee in conformance with the following provisions:

#### *(1) Re-employment List Certification.*

If a re-employment list exists for the class, the highest name on such a list shall be certified for a vacancy to be filled. If more than one vacancy is to be filled, then one more of the highest names shall be certified for each vacancy. If employees on the re-employment list have the same designated date of layoff, ties shall be broken based on their time in position and time in service. The principals governing availability of candidates and removal of names from re-employment lists shall be as provided in Section 4.1.2 of the Personnel Rules.

#### *(2) Reinstatement List Certification.*

If a reinstatement list exists for the class, all names on such a list shall be certified in addition to an appropriate certification from promotional or open employment lists.

#### *(3) Promotional List Certification.*

If no re-employment list for a class exists, then the names from the promotional list(s) for the class shall be certified.



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### *(4) Open List Certification.*

If no re-employment or promotional list exists for a class, then names from the open list(s) for the class shall be certified. Lists shall be provided to departments according to natural breaks in final ranking. Priority consideration shall be provided to candidates with the highest scores from the selection examinations.

### *(5) Vacancy – No Eligible List.*

If a vacancy exists in a classification for which there is no existing eligibility list, an appropriate eligibility list may be prepared for the classification from one or more existing related eligibility lists. For this purpose, the eligibility list may be selected from the classes for which the selection process and qualifications are comparable to or higher than those required for the class for which the vacancy exists.

## **4.4 APPOINTMENTS**

The Executive Director or their designee shall make an appointment by extending a conditional offer of employment to an applicant. If the applicant accepts the offer of employment, the appointment shall be deemed completed, subject to successful completion of any required pre-employment examination(s) or assessments. If the applicant does not accept the offer of appointment within the time designated by the Executive Director or their designee, the offer shall expire, and the offer of appointment shall be deemed declined by the applicant. However, an offer of an appointment to an REDCOM position and acceptance of that appointment does not create a contract of employment between REDCOM and appointee. REDCOM employment is not held by contract but rather is governed by these Rules and REDCOM Board resolutions.

### ***4.4.1 Pre-Employment, Post-Offer Screenings***

Offers for appointment to a position in REDCOM will be contingent upon the appointee passing all post offer exams which may include background, reference, LiveScan, physicality, practical, and other job-related exams. As part of the pre-employment post-offer procedure, applicants may be required to supply references and submit to a background check, including Live Scan fingerprinting. REDCOM hiring managers must check with the Executive Director or their designee prior to initiating a reference check. In the case of employees handling money or other valuables in the course of their duties, a credit check may be done in accordance with applicable law.

Offers of employment will also be contingent on job-related medical and/or psychological examinations and testing to determine whether the candidate can perform the essential functions of the job, with or without reasonable accommodation. Such pre-employment screenings may also include screening for mind or faculty altering legal or illegal drug use. If the examination reveals that the appointee cannot perform the essential functions of the job, with or without reasonable accommodation, or that the person uses drugs that either cause a



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

danger to himself or other employees or are illegal, the person may be disqualified from consideration for employment.

If a candidate is disqualified from appointment to a position for failing to meet the medical and psychological standards for the job class, the candidate may file a written request to for reasonable accommodation or for a review of the disqualification. Such request must be submitted to the Executive Director or their designee no later than five (5) working days after the postmarked date of the notification or disqualification. The candidate may submit medical evidence supporting his/her claim that he/she should not have been disqualified. Submittals shall be accepted for a period of fifteen days, commencing with the date of notification of disqualification. REDCOM may require the candidate to be examined by a physician or medical evaluator of REDCOM's choice. Any such examination shall be paid for by REDCOM. REDCOM shall make the final determination as whether the candidate can perform the essential functions of the job with or without accommodation based on the totality of information received from the applicant and this examination. If the disqualification is upheld, the candidate has no further right of appeal of REDCOM's determination.

### ***4.4.2 Applicable Pay Upon Employment***

Those appointed to a position in REDCOM service shall be paid the designated rate of pay or salary for the class.

#### ***(1) Pay for New Employees.***

Step "A" shall typically be paid upon initial employment. If the employee possesses exceptional training or experience or if significant impediments to hiring exist in the current labor market for the position under examination, that employee may start at a step B or higher with the approval of the Executive Director or their designee.

#### ***(2) Pay on Re-employment.***

Upon the appointment of an employee from a re-employment list, the employee will receive not more than the salary step in the pay range the person received prior to layoff and the person's step advance date shall be adjusted to credit REDCOM service since the most recent salary step advancement, but the employee shall not be credited for the period of separation from REDCOM employment. If the re-employment results from a reallocation of a position to a class having a lower maximum salary, the salary upon re-employment into the higher class shall be the employee's present salary or the step in the pay range the employee received prior to the reallocation, whichever is higher, and there shall be no change in the employee's step advancement date.

#### ***(3) Pay upon Rehire.***

Upon the rehire of a former employee into the same class as the employee occupied prior to separation, such a person shall receive the same salary step in the pay range for the class as was received prior to separation. If rehired into a related lower class, credit shall be given for REDCOM



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

prior service in determining the salary step for employment in the lower class. If rehired into a higher class than previously occupied, pay upon promotion practices shall apply. The employment date for a person rehired into a position shall be established based upon the date of such rehire.

### *(4) Pay upon Reinstatement.*

Upon the reinstatement of an employee, the employee shall receive not more than the same salary step in the pay range the employee previously received prior to termination or non-disciplinary demotion and new employment and step advance dates for the employee shall be established based upon the date of such reinstatement.

### **4.4.3 Types of Appointments**

#### *(1) Limited Service Appointments.*

Such appointments may, but need not be, made from employment lists. Any person on an employment list who accepts a Limited Service appointment shall nevertheless retain his/her place on such employment list. Employees holding limited service appointments shall be compensated on a straight hourly basis for the actual number of hours worked, unless otherwise provided by REDCOM through the Executive Director or their designee. The rate of pay shall be determined by REDCOM's compensation plan and shall be within the salary range for the specified position.

Employees in limited service appointments shall work on a schedule determined by REDCOM. These positions may be eliminated and/or replaced with full-time positions as determined by REDCOM. Employees holding limited service appointments are "at will" and may be terminated at any time with or without cause and without right of appeal.

No limited service employee shall be eligible for a salary adjustment except as provided in an REDCOM Board approved compensation plan and will receive only those benefits provided for by law. Supervisors may make recommendation to the Executive Director regarding salary adjustments at an earlier date if circumstances warrant such adjustment. Part-time hours worked may be converted to equivalent full-time hours for REDCOM service credit. Benefits required by law will be provided.

#### *(2) Provisional Appointments.*

Supervisors must, whenever possible, notify the Executive Director or their designee of impending or anticipated vacancies sufficiently in advance to allow for the establishment of an appropriate employment list. However, when the demands of the service are such that it is not practicable to give such notification and when no employment list exists or existing lists are insufficient and, if it is not practicable to delay appointment until a new employment list can be prepared and certified, the Executive Director may make a provisional appointment to a regular position. As soon as practicable after a provisional appointment has been made, the Executive



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

Director or their designee shall cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an employment list as soon as feasible.

Persons holding provisional appointments are "at will" and may be terminated from those provisional appointments at any time with or without cause and without right of appeal. However, if such employee has attained permanent status in a different position within REDCOM service, the employee's provisional appointment has been terminated, the employee may revert to the previously held position.

### *(3) Emergency Appointments.*

To meet the immediate requirements of an emergency condition, such as major fire, flood, earthquake, or other public calamity that threatens public life or property, the Executive Director or their designee may employ such persons as may be needed for the duration of the emergency without regard to these Rules, or other rules and regulations affecting appointments. Such employees serve at the will of the Executive Director and may be dismissed with or without cause and without any right of appeal.

### **4.4.4 Probationary Period.**

Any person appointed to a position in REDCOM shall be placed on probation for a period of six (6) months or 1040 hours worked whichever is longer unless otherwise specified in a job classification specification, Memoranda of Understanding, or other REDCOM Board approved resolution. The probationary period for all promoted employees shall be six (6) months. With the approval of the Executive Director or their designee and upon written notice to the probationer, the probationary period may be extended up to three (3) months or longer due to a protected medical leave, but not longer than one (1) year. The probationary period shall be considered a part of the recruitment, examination and selection process and shall not include the time served under any limited service or provisional appointment but shall date from the time of appointment to a regular position after certification. Leaves of absence or assignment out of the class totaling more than thirty (30) calendar days, for any reason, shall not be counted toward completion of the probationary period.

During the probationary period, the employee will be evaluated by the supervisor and may be rejected by the Executive Director, or their designee at any time without cause and without right of appeal or hearing.

### **4.4.5 Promotion of an Employee.**

The appointment of any employee to a position in a class which has a higher maximum salary than the employee's present position constitutes a promotion. Such an appointment to a position in REDCOM shall be made from an employment list established for the class with the higher maximum salary. If no appropriate employment list exists, then a provisional appointment may be made as provided by Section 4.4.3 of these Rules .





## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### *(1) Applicable Pay Following Promotion.*

In the case of the promotion of any employee in REDCOM service, such employee shall be entitled to receive the rate of compensation in the entrance step of the pay range for the class to which the employee has been promoted. In cases of promotion where the pay range overlaps, the employee shall be placed at such step in the pay range of the higher class as to provide at least five percent (5%) more basic salary than the employee receives in the lower class. Provided, however, that the application of this provision does not exceed the highest salary step in the authorized pay range for the higher class. The Executive Director, or their designee, may authorize an appointment to a position at any higher salary step in the pay range. Effective on the date of the promotion, a new salary evaluation date shall be established for purposes of eligibility for consideration for future salary step advances within the pay range of the higher class. In the event the promotion occurs within the same month as the employee's salary evaluation date, such employee shall first receive any within-range increase to which the employee is otherwise entitled in the lower class, and then the promotional salary adjustment as provided above.

### *(2) Status of Employee Following Promotion.*

When a promoted employee (excluding at will employees) successfully completes the probationary period for a class he/she then gains permanent status in the new class and gives up permanent status in the former class. Any employee who does not successfully complete the probationary period in the promoted class, may return to the position and status held prior to promotion providing they held permanent status in that position and there is a vacancy, unless the reason for rejecting the promoted employee during the probationary period would have been sufficient to cause dismissal from the former position as well. If no vacancy exists, the employee will be placed number one (1) on the re-employment list.

#### ***4.4.6 Transfer of an Employee.***

The Executive Director or their designee, at any time and for any reason, may transfer an employee from one position to another position in the same or comparable classification with the same or comparable qualifications and without loss of compensation. An appropriate personnel action form shall be completed and shall include the effective date of the transfer. Whenever possible, an employee being considered for transfer shall be notified within a reasonable period in advance of the effective date of such contemplated transfer and the employee's wishes with respect to this action shall be taken into consideration to whatever extent practicable, consistent with the interest of efficient operations of REDCOM.

### *(1) Applicable Pay Rates Following Transfer.*

In the case of the transfer of any employee from one position to another in the same class or to another class to which the same pay range is applicable, the employee shall remain at the same salary step and shall retain the salary same evaluation date.



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### *(2) Status of Employee Following Transfer.*

A transfer of a permanent employee from a position in one class in REDCOM to a position in another REDCOM class having related duties and responsibilities and the same maximum salary shall be made only upon written approval of the Executive Director or their designee that the employee possesses the qualifications for employment in the new class. In such case, no further competitive examination is required, and the employee shall assume permanent status in the class to which assigned. However, an employee currently serving a probationary period shall not be transferred to a position in another class for which an employment list exists, unless directed by the Executive Director or their designee. In such case, the employee shall start a new probationary period effective on the date of the transfer.

#### **4.4.7 Voluntary Transfers**

Employees who desire a transfer may submit a request for voluntary transfer to their Executive Director or their designee for consideration. The Executive Director or their designee may deny the transfer request in his/her sole discretion. If an employee voluntarily transfers to another position in the same or comparable classification and is not successful, the employee may, at the discretion of the Executive Director or their designee return to their former position if that position has not been filled. The employee's salary evaluation date shall remain the same as it was before the transfer.

#### **4.4.8 Qualified Disabled Employees**

REDCOM may initiate a transfer of a qualified disabled employee to another position as a reasonable accommodation for the employee's disability. Such transfers may have priority over any candidates on an existing eligibility list.

#### **4.4.9 Demotion of an Employee**

An employee may be demoted at his/her request, because of reduction in force, for disciplinary reasons, or for other cause. In all cases, the Executive Director or their designee, shall approve the demotion and notify the employee in writing.

A demoted employee shall be required to serve a probationary period in the lower classification unless the lower classification is in the same class series or the employee completed probation in the lower classification. In the event the demoted employee does not pass probation, the employee shall be terminated from employment without right of appeal. The effective date of a demotion shall establish a new salary evaluation date.

An employee may request a voluntary demotion to a lower classification in which the employee meets the minimum qualifications. The request shall be in writing and submitted to the Executive Director or their designee for consideration. The Executive Director or their designee may approve or deny the demotion request in his/her sole discretion. If approved, the employee shall sign an acknowledgement of voluntary demotion and reduction of salary and benefits.



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

If an employee voluntarily demotes to another position in the same or comparable classification, the employee's salary evaluation date shall remain the same as it was prior to the demotion.

### *(1) Applicable Pay Following Demotion.*

An employee who is demoted to a class in REDCOM service with a lower maximum salary shall be assigned to a salary step in the lower pay range according to the following rules:

#### *(i) Disciplinary Demotion.*

If a disciplinary demotion, any designated step in the lower pay range which is at least one (1) step less than the dollar amount received in the pay range for the class from which demoted. A new salary evaluation date shall be established as of the effective date of demotion.

#### *(ii) Non-Disciplinary Demotion.*

If a non-disciplinary demotion, that salary step in the pay range for the lower class which the employee would have received had the employee's service in the class from which demoted been continuous in said lower class. The employee's previous salary evaluation date shall be retained.

### *(2) Status of Employee Following Demotion.*

If the demotion involves an employee with permanent status in REDCOM, then the demoted employee shall assume permanent status in the class to which demoted and give up permanent status in the class from which demoted only if the findings of the Executive Director or their designee are that the employee meets the qualifications of the class to which demoted.

If the employee does not have permanent status in the higher class or in a class comparable to the class to which the employee is demoted, the employee shall serve a new probationary period in the demoted position.

### **4.4.10 Reclassification of an Employee's Position**

An employee may be reclassified without competitive exam if the Executive Director or their designee determines the employee has met the minimum qualifications of the new classification and has performed the duties of the reclassified position for a considerable length of time, typically at least six months. Reclassification shall not be used for the purpose of avoiding competitive selection processes.

The employee's salary evaluation date shall not change because of the reclassification. When a position is reclassified from one existing class to another existing or new class, the following shall apply to the incumbent:



## Rules for Administration of the Classification and Compensation Plans and Employee Recruitment and Selection

### *(1) Applicable Pay Following Reclassification.*

If a position is reclassified to a class having the same maximum salary, the salary and the salary evaluation date of the incumbent shall not change. If a position is reclassified to a class which has a higher maximum salary, the salary shall be adjusted so that the reclassified employee is either in the same step as they held in their former classification or is at least 5% higher than they previously held, whichever is greater. If a position is reclassified to a class with a lower pay range, the salary of the incumbent shall not change. If such salary is greater than the maximum salary of the lower class, the incumbent be assigned a "Y" rate designation until the classification range increases to exceed the incumbents current rate of pay.

### *(2) Status of Incumbents in Reclassified Positions.*

Whenever reclassification occurs, an employee occupying the position may be retained in the position after it has been reclassified without further competitive examination, provided that the Executive Director or their designee, finds that:

The reclassification results from an official recognition of a change in duties and responsibilities which has already occurred.

- (a) The addition of duties and responsibilities (justifying allocation to a different classification) was not the result of planned management action.
- (b) The performance of the duties and responsibilities of the incumbent has been satisfactory.
- (c) The incumbent possesses the knowledge, skills, and abilities of the qualifications of the different class.
- (d) The incumbent has permanent status in the class to which the position was formerly allocated.

### *(3) Retention of Status.*

No person having permanent status, who, in addition to regular duties, is given additional or new duties by the Executive Director shall lose permanent status in the class to which the employee held prior to the assignment of such additional or new duties.



REDCOM

**Resolution No: 2024-16**

**Dated: September 12, 2024**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY  
(REDCOM) APPROVING THE REDCOM PERSONNEL SYSTEM RULES FOR  
CLASSIFICATION, COMPENSATION, AND RECRUITMENT OF EMPLOYEES  
AND AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE NON-  
SUBSTANTIVE CHANGES TO THE PERSONNEL SYSTEM RULES**

**WHEREAS**, the REDCOM Board of Directors desires to employ personnel and provide a personnel system to guide fair and equitable processes for classification, compensation, and recruitment of employees; and

**WHEREAS**, to do so, staff has developed Personnel System Rules for current and ongoing administration of the Classification and Compensation Plans and for Recruiting which are attached to this Resolution; and

**WHEREAS**, the REDCOM Board desires to authorize the Executive Director to make non-substantive changes to the plans, schedules, and rules that are clerical and typographical in nature and do not affect scope, breadth, or depth of a position or change the impact of an approved pay range.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM hereby Approves the REDCOM Personnel System Rules for Classification, Compensation, and Recruitment, as attached to this Resolution, and authorizes the Executive Director to make non-substantive changes to the plans, schedules, and rules.



REDCOM

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crawl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the Board Chair declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Stephen Akre,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director



## REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### STAFF REPORT

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**TO: Board of Directors MEETING DATE: September 12, 2024**

**PREPARED BY: Deborah Muchmore,  
Transition Coordinator (MTC)**  
**APPROVED BY: Evonne Stevens, Executive Director**

**ITEM: ADOPT A RESOLUTION APPROVING REDCOM EMPLOYEE COMPENSATION AND BENEFITS**

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#### **RECOMMENDATION**

It is recommended the Board of Directors Adopt a Resolution approving the REDCOM Employee Compensation and Benefits.

#### **BACKGROUND**

REDCOM desires to become an employer of record for the personnel performing services on their behalf. This transition must occur on or before October 9, 2024. REDCOM is committed to providing systems and processes for all aspects of administering employment fairly and equitably for all individuals and employees.

#### **DISCUSSION**

As a part of a comprehensive personnel management system, REDCOM is requesting the adoption and approval of Compensation and Benefits to clearly and transparently provide the compensation philosophy, practices, and benefits offered to REDCOM employees.

REDCOM is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. REDCOM has established its compensation system in accordance with the principles of public accountability including avoiding gifts of public funds. Therefore, merit principles have been implemented as part of REDCOM's compensation rules and equitable differentials and movement between levels in a pay range have been put in place for fairness, competitiveness, and fiscal sustainability.

Periodically, the Executive Director will direct staff to assess the parity, competitiveness, and the existence of compaction in REDCOM's compensation by classification. Assessments will be conducted using industry best practices and guidelines in REDCOM's compensation rules.

There are many elements to compensation and benefits. Assessment of compensation and benefits may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, a review of benefits, the cost of purchasing or living using a CPI San Francisco Bay Area all items index, or other related practices. The results of each of these types of assessments will be considered as one element in the consideration of compensation the changes that should be made to enhance parity and keep it competitive.

Modifications to compensation and benefit plans may become necessary as new classifications are created, the makeup of the workforce changes, changes to exempt of non-exempt status occur as defined by the Fair Labor Standards Act, or recruitment and retention issues arise. All substantive modifications must be approved by the REDCOM Board of Directors.

### **FISCAL IMPACTS**

There is no fiscal impact for approving the Employee Compensation and Benefits package. The Fiscal impact is included with the request to approve the Position Allocation List.

### **ATTACHMENTS**

Attachment 1 – Resolution Approving the REDCOM Employee Compensation and Benefits





REDCOM

**Resolution No: 2024-17**

**Dated: September 12, 2024**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY  
(REDCOM) ADOPTING EMPLOYEE COMPENSATION AND BENEFITS**

**WHEREAS**, the REDCOM Board of Directors desires to employ personnel and desires to provide fair and equitable compensation and benefits for its employees; and

**WHEREAS**, such a package, attached and included as part of this Resolution, will enhance recruitment and retention efforts; and

**WHEREAS**, the REDCOM Board desires to authorize the Executive Director to make non-substantive changes to the document that are clerical and typographical in nature and do not affect scope, breadth, or depth of a position or change the impact of an approved pay range.

**WHEREAS**, this Resolution applies to all REDCOM employees except those classifications listed in Attachment A.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM hereby approves the REDCOM Employee Compensation and Benefits and authorizes the Executive Director to make non-substantive changes to the Employee Compensation and Benefits, as needed.

**SECTION 1. SALARIES AND ADJUSTMENTS**

Effective October 9, 2024, REDCOM has approved a Public Pay Schedule which covers all REDCOM classifications and will be posted on the REDCOM website and incorporated herein as such.

Effective in the first full pay period after September 1, 2025, all Communication Dispatcher and Communications Supervisor salaries will go up by \$2.00 per hour. All other classification wage will be increased based on the San Francisco Bay Area All Items Consumer Price Index (CPI) assessed February to February and reported on every April.

Effective in the first full pay period after September 1, 2026, all Communications Dispatcher and Communications Supervisor salaries will go up by \$1.50 per hour. All other classification wage ranges will be increased based on the San Francisco Bay Area All Items Consumer Price Index (CPI) assessed February to February and reported on every April.

**SECTION 2. BENEFITS AND INSURANCES**

REDCOM makes available to its employees a benefit plan that includes Health, Dental, Vision, Group Term and Supplemental Life, Group Supplemental and Accidental Death and Dismemberment, Long Term Disability, Flexible Spending or Healthcare Savings Accounts and an Employee Assistance Program. Full-time employees become eligible to participate in the



benefit plans on the first day of the month following thirty (30) consecutive calendar days of employment.

Retirement: REDCOM offers 401a and 457 deferred compensation plans. Employees may begin contributing to a 457 plan from the 1<sup>st</sup> day of the first month after 30 days of employment. Once an employee has worked at least 1000 hours during an uninterrupted period of one-year, REDCOM will begin matching contributions dollar for dollar (100%) up to 5% of an employee's earnings each pay period for each dollar an employee deposits into their 457 account each pay period. Employees may continue to contribute to their 457 up to the limits provided by the Internal Revenue Service annually.

Medical: All employees working 30 or more hours a month, MUST enroll in a medical plan or provide proof of active enrollment in another medical plan. Eligibility for participation begins with the 1<sup>st</sup> day of the month after 30 consecutive days of employment. REDCOM will offer a variety of Kaiser Plans including Kaiser HMO 0-10, Kaiser HMO 0-20, and Kaiser Gold 250-35 \$200 plan for employees to select from. REDCOM will contribute 85% to the cost of the premium for the described medical plan. The employee will be responsible to pay 15% towards the plan premium for the listed plans and the difference in cost for richer plans. The employee cost of insurance will be deducted in equal installments from the first and second paycheck of each month.

Dental Insurance: REDCOM will offer a dental plan with 100% coverage on preventative services and will pay 75% of the premium cost of the level of coverage selected for the plans listed above through December 31, 2024, and 50% of the premium costs beginning January 1, 2025. If a richer plan is available, employees may select the plan and pay the difference in premium plus the 25% share of cost between those listed and the richer plan. Eligibility for participation begins with the 1<sup>st</sup> day of the month after 30 consecutive days of employment.

Vision Insurance:

REDCOM will offer a vision insurance plan and pay 50% of the premiums for the plan regardless of the tier level of coverage chosen by the employee. Eligibility for participation begins with the 1<sup>st</sup> day of the month after 30 consecutive days of employment.

Long-Term and Short-Term Disability Insurance

REDCOM will provide, at no cost to the employee, long-term and short-term disability insurance.

Life and AD&D Insurance

REDCOM will provide life insurance in the amount of two (2) times the annual salary of an eligible employee. REDCOM will pay all premiums and the employee will be responsible to pay the IRS taxes due on amounts above \$50,000. Employees will be allowed to purchase supplemental life insurance at their own expense.

Section 125

REDCOM has a Section 125 plan allowing pre-tax deduction for many benefit costs.



### Flexible Spending Account

Employee's may defer pre-tax dollars, under REDCOM's Section 125 plan, in a Flexible Spending Account up to the Internal Revenue Service's annual limits for the purpose of paying for dependent care expenses or for the purpose of paying health care expenses.

Dependent care providers are selected at the discretion of the employee, however, the employee must collect and submit receipts to the FSA administrator for reimbursement.

### Employee Assistance Program

The well-being of our employees is important to REDCOM. Therefore, all employees are eligible to participate in the Employee Assistance Program. Eligibility for participation begins with the 1<sup>st</sup> day of the month after 30 consecutive days of employment.

### Unemployment Insurance

As a public entity, REDCOM is exempt from and does not participate in the Federal Unemployment Tax Program but does participate in the California State Unemployment Insurance program.

## SECTION 3 – INCENTIVES, BONUSES AND SCHEDULING

The following incentives and bonuses are for employees working Dispatch.

On Call: Communication Dispatchers who are required to be on call will receive a \$25 on call bonus regardless of whether they are called back. Mandated On Call days are equitably rotated to avoid two (2) call back days during consecutive months. Communication Dispatchers who are called in to work will be paid for all hours worked and a minimum of four hours at two times base rate of pay plus incentives.

Hold Over: Communications Dispatchers required to be held over, will receive one times (1x) their hourly rate compensation in addition to their pay this is a premium for all hours held over. Overtime will not be calculated on the premium amount. Maximum mandatory hold over is 2.5 hours.

Shift Trades: 29 CFR 553.31 provides that a public entity may suggest and allow employees who work in the same occupation to freely agree, solely at their own option, to substitute for one another during scheduled work hours in performance of work in the same capacity in accordance with the following procedure:

- a. Submit a completed Shift Exchange request to the scheduling system 24 hours prior to the date of the requested trade/giveaway. A completed Shift Exchange will include the acknowledgement of both employees.
- b. The Employer's designated supervisor or scheduler will respond to the request at least 12 hours prior to the beginning of the applicable shift. Trades/giveaways will be approved at the discretion of the Employer designee. This discretion will be exercised reasonably. It is the responsibility of each employee to access the scheduling system to determine the status of their trade or shift-give away request. Upon request of an



employee the Company will provide the reason for denial of the request.

- c. Shift trades/giveaways shall not result in additional labor costs to the Employer. Shift trades/giveaways must occur during two consecutive pay periods.
- d. Partial shift trades shall only be permitted for twenty-four (24) hour shifts and dispatch shifts when approved in advance by the Company. Partial shift trades for twenty-four-hour (24) shifts may be done in half shifts or at the beginning or end of a shift at a maximum of four (4) hours. Employees shall only be allowed to trade once in any shift.
- e. Shift trades/giveaways shall not result in uncovered hours.
- f. The shift trade/giveaway of any employee may be denied by the Employer for cause or operational requirements.
- g. Shift trades/giveaways will not be allowed for the purpose of avoiding corrective action.
- h. An employee will be held accountable for shifts the employee agreed to cover. An employee who requests a shift trade and or giveaway is responsible for securing coverage for the shift trade or giveaway.
1. Failure of an employee to show up (“no show”) for agreed shift trade/giveaway may result in termination of employee’s shift trade/giveaway privileges for up to six (6) months.

A part-time employee may trade or giveaway a prescheduled shift provided that it is done in accordance with the above and it does not violate their minimum work hour requirements.

#### Bilingual Pay

The Employer shall be solely responsible for determining the need for employees who speak a second language and how many such employees are required. The Employer shall make the determination based on classifications whose primary role is patient care or interacting with the public to attain information related to patient care. Such individuals shall be required to pass the verbal fluency (listening & speaking) test including American Sign Language (ASL) at the required proficiency level of the testing process.

In any dispatch center dispatchers currently employed in this center will be eligible to test for the premium.

The proficiency examination including American Sign Language (ASL) may be given on a periodic basis according to a schedule determined by the Employer. Employees receiving this premium may be required, at the Employer’s discretion, to be re-tested annually to continue to receive the premium.



The amount of the differential shall be seventy dollars (\$70) per month.

### Filling Open Shifts

Except in cases of extreme emergency, when the Employer determines to fill an open shift, such shift shall first be offered to part-time employees in the applicable classification in seniority order who are not scheduled to work, or have not worked, or, as a result of this offer, will not work over forty (40) hours in the week of the open shift. If the shift remains open after exhausting such part-time employee list, full-time employees shall be offered the open shift(s) in seniority order.

If the shift remains open after exhausting such full-time employee list, it shall be offered to part-time employees who have worked, are scheduled to work, or, as a result of this offer, will work over forty (40) hours. It shall then be offered to those employees on the “out of county” list. If the shift still cannot be filled, the least senior full-time employee who has not been called back within the last thirty (30) days, or in the event that all full-time employees have been called back within that period, the least senior full-time employee who has been called back during such thirty (30) day period must work the open shift. If the shift remains open after exhausting all available lists, the Employer may fill the position.

Voluntary overtime as described above may be offered in person, by individual phone call, or by text message, e-mail or via the on-line scheduling system. If offered by text message and e-mail or via the on-line scheduling system, employees shall be allowed 30 minutes to respond. Then the overtime shall be awarded to the respondents in the order described above.

A mandatory assignment of overtime may not occur more than 96 hours in advance of the need for such overtime. The sole exception to the 96 hours prior mandation limit shall be a local disaster.

If the procedure described in this section results in a “hold-over,” any holdover shall comply with the terms of Hold Over in this Agreement.

REDCOM offers the following incentives based on schedule, certification, or assignment:

- Relief Supervisor \$2.00 per hour for hours assigned and worked in the role
- Shift Differential \$2.50 per hour for hours worked between 1900 and 0700
- Bilingual Differential Upon certification, \$70 per month paid equally each pay period.

### Uniforms:

AMR will provide uniform pieces to employees as appropriate for the role. Employees who are issued uniform pieces must wear them as instructed. Those employees required to wear uniforms will be provided a uniform maintenance allowance of \$24.00 per pay period so long as the employee is responsible for cleaning. Should REDCOM become responsible for cleaning, the uniform maintenance allowance will cease. Uniforms provided, must be returned to REDCOM at termination.

### SECTION 4 LEAVES



Minimum Staff

From 0700 to 0000 (midnight), minimum staffing is four (4) Communication Dispatchers or Communication Training Officers, and one (1) Supervisor or Relief Supervisor designated in that role for that schedule and shift.

From 0000 (midnight) to 0700, minimum staffing is three (3) Communication Dispatchers or Communication Training Officers, and one (1) Supervisor or Relief Supervisor designated in that role for that schedule and shift.

To maintain minimum staffing, REDCOM will only approve and allow one vacation leave at a time in all operational dispatch positions.

Sick Leave:

All full-time employees will accrue 84 hours of sick leave (2 weeks) of sick leave for each year or major fraction thereof (10 days per year). Sick leave may be accrued by qualified full-time employees without a maximum limitation. Sick leave has no cash value and is not paid out at termination.

84 hours      10 working days      2 weeks/year

All Part-Time employees will accrue sick leave in accordance with California Paid Sick Leave Law at one-hour for every thirty hours worked and may accrue up to 24 hours in a year. 24-hour of sick leave may be carried over into the next year by part-time employee. Sick leave notification must be made to the supervisor or relief supervisor on duty and must, except in exigent circumstances, occur at least two hours prior to your scheduled shift.

Vacation Leave

All employees will accrue vacation leave in accordance with the following table:

Continuous full-time Service    Vacation Leave Benefit

1 through 4 years	2 weeks
5 through 7 years	3 weeks
8 through 10 years	4 weeks
11+ years	5 weeks

Employees may accrue vacation leave throughout the year and carryover up to two years or 420 hours whichever is smaller into the next calendar year. At the end of the year, REDCOM will cash out the hours of any vacation balance that exceeds either up to two years or 420 hours whichever is smaller. Prior to December 1<sup>st</sup> of any year, an employee who is affected by this clause may request cashed out vacation hours be transferred to a deferred compensation vehicle (e.g., 457).

Vacation requests in excess of three (3) working days must be made with as much notice as possible and with a minimum of 30 days of advanced notice. Unless authorized by the Executive Director or their designee, vacation requests of three (3) days or less must be made at least seven (7) days of advance notice.



Requests for partial days off will be approved on a case-by-case basis, considering operational needs, and will not be unreasonably denied.

Vacation Purchase:

Employees in their first five years of services may purchase up to 80 hours of vacation leave per year. Purchases will be made incrementally each pay period or in a lump sum based on an employee's hourly rate.

Holidays

The following days shall be considered paid holidays for the purpose of holiday pay for employees who work on the holiday.

New Year's Day	Labor Day
Presidents Day*	Veteran's Day
Memorial Day	Thanksgiving day
Independence Day	Christmas Day

Employees working on a designated holiday will receive an additional one-time (1x) pay for hours worked.

Any employee (except as provided below) whose unit is downed or whose shift is canceled for the holiday shall receive his/her full pay for the holiday, excluding the holiday premium.

Full-time employees who are not scheduled to work on a designated holiday shall receive eight (8) hours of pay at their straight time hourly rates. Part-time employees who do not work on a designated holiday receive no holiday pay.

Eligibility for Holiday Compensation

Employees who are scheduled to work on the holiday and fail to report shall not receive holiday pay.

Holiday Duration

The duration of the holiday shall be from midnight to midnight and an employee shall be deemed to have worked the holiday if their shift began during this duration.

Military Leave

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state, and local law. Reinstatement shall be governed by the federal, state, and local laws referenced above.

The service member (or a representative of his or her service) must give advanced written or verbal notice to the Employer. USERRA does not specify how much advance notice is required, but service members are advised to provide as much advance notice to the



Employer as possible. Notice is not required if it is precluded by military necessity or, if giving such notice is otherwise impossible or unreasonable. Because the advance prior notice can be written or verbal, the Employer cannot demand documentation as to the prior notice. However, documentation on return is different - the Employer can demand proper documentation for absences of 31 days or longer. The documentation must reflect that the application for reemployment is timely, the absence has not exceeded five (5) years, and the person's service was not disqualifying. Employers cannot delay reemployment if the documentation is unavailable.

### Bereavement Leave

In the event of death in an employee's immediate family (defined as the employee's spouse/domestic partner or significant other, parent, grandparent, child (including still birth), grandchild, sibling aunt, uncle and niece/nephew as well as any corresponding in-

law or "step" relation, bereavement leave will be paid provided the employee has successfully completed his/her probationary period. Eligible employees will be paid for up to one half of the shifts that he/she is regularly scheduled to work in a two-week period, excluding overtime shifts. At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within ninety (90) days following the death. In addition, any employee who is notified of a death in the immediate family while on duty will be relieved, upon notification of the supervisor, for the remainder of his/her shift with pay. All bereavement leave pay will be paid as time worked.

If an employee is on vacation and a death occurs in the immediate family, the employee may request to convert the vacation to Bereavement Leave. In no event shall the employee receive any pay greater than would have been paid had the leave been taken immediately (as described above).

Bereavement pay will only be granted when an employee submits evidence satisfactory to the Employer of the date of death and the relationship of the deceased to the employee.

Time off without pay may be granted in cases of bereavement for individuals not included in the definition of the immediate family or for probationary employees provided that advance notice has been made to the Employer and operating conditions permit such an absence at the sole discretion of the Employer.

### Jury Service

An employee who is called to jury duty will receive pay as time worked for any regularly scheduled shift they are required to miss, up to a maximum of two (2) weeks. Employees who are normally scheduled to work during the hours of 6:00 p.m. and 6:00 a.m. will be granted the shift prior to and immediately following the start of their service





off. To receive this pay, the employee must provide proof of the hours served.

An employee who is retained by the Court in excess of four (4) hours need not return to work for the remainder of that regularly scheduled shift.

Employees will be granted additional time off, without pay, for any further time required to serve obligatory jury duty.

Employees who receive a jury duty notice shall notify the scheduling department or their designee within forty-eight (48) hours of receipt of the notice. This will allow the appropriate party to anticipate and arrange for relief in the case of absence, should that become necessary. Employees must call the scheduling department or their designee daily to report their jury duty status and when they anticipate returning to work.

### Subpoena/Witness Service

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition related to a service call or customer contact shall be granted time off without loss of pay or benefits if the testimony relates to the employee's work and/or duties with the Company. Employees who have a normally scheduled shift that ends after midnight will be granted the shift prior to and immediately following the start of their service off. Twenty-four-hour shift employees shall be granted the night half of their shift off prior to the administrative or legal proceeding. An employee who is not scheduled to work and is subpoenaed shall be paid for time spent to a maximum of four (4) hours for each day spent at the administrative, legal proceeding, or deposition. Such time shall be counted as time worked. The employee must submit documentation reflecting the time spent in compliance of said subpoena to their Operations Manager or designee in order to receive payment for such time.

If the employee is excused from his/her subpoena obligation and more than four (4) hours remain in the employee's regularly scheduled workday, the employee shall return to work.

Employees shall not be compensated for missed work hours when subpoenaed by or on behalf of a present or past employee of the Employer to testify in a legal or administrative proceeding initiated by the present or past employee against the Employer. However, the Employer shall ensure the employee is allowed time off for the legal or administrative proceeding in response to the subpoena and the employee may use accrued PTO to cover the absence.

### California School Activities and Domestic Violence Leave

Employees having custody of one (1) or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility may take time off for school activities. Employees must request school activities leave in advance. Such leave shall be subject to all applicable requirements of the California Labor Code. The time off for



such activities cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year. Employees may use accrued PTO for the leave solely at their option.

Employees shall be granted leave to seek medical attention for injuries caused by domestic violence or sexual assault, to obtain psychological counseling related to an experience of domestic violence or sexual assault, or to participate in safety planning and take other action to increase safety from future domestic violence or sexual assault. Employees shall also be granted leave if they are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child. Such leave shall be subject to all applicable requirements of the California Labor Code. FMLA/CFRA leave taken pursuant to this section is limited to 12 weeks per year. Employee may use sick leave or other leave accruals in the absence of sick leave during leaves under this section.

## SECTION 5 - OTHER BENEFITS

### **Online Training**

The Employer may require employees to attend or participate in annual training (e.g., Compliance OSHA, HIPPA, etc.). Employees shall attempt to complete such training while on-duty. Should an employee not be able to complete the required training (e.g., high call volume, limited computer access), the employee may request approval from their supervisor to complete the training from home. Employees approved to take the training at home shall be compensated for four (4) hours for each block of annual training upon completion.

### **Report In Pay**

Any employee who reports to work as scheduled or requested by the Employer and who is not permitted to work through no fault of their own shall accept assignment to another unit

for the duration of the originally scheduled shift. In the event another unit is not available the employee shall have the option to perform alternative work for the duration of the originally scheduled shift or be released from duty after four hours with four (4) hours pay. In the event another unit becomes available at any time while the employee is still on duty the employee shall accept assignment to the unit for the remainder of his/her originally scheduled hours.

The Employer agrees to provide 24-hours' advance notice of the cancellation of any prescheduled overtime except in the following instances:

- i. The employee requests and the Employer agrees to the cancellation.
- j. There is no partner for the employee on the day of the shift.



## REDCOM

- k. Another employee is returning to work from an industrial leave.
- l. The unit creating the overtime is downed or removed from the schedule.
- m. The employee was notified in advance that the shift might be canceled, or the shift slot is being held for another employee.

### **Probationary Period**

Full-time employees covered by this Agreement shall be on probation for their first Six (6) months of active continuous employment. Part-time employees covered by this Agreement shall be on probation for their first twelve (12) months of active continuous employment. If an employee changes job classifications during their initial probationary period, the employee's initial probationary period as referenced above (i.e., six (6) or twelve (12) months) shall be extended an additional three (3) months.

Employees may be released from employment during such probationary period without recourse and without cause. An employee's probation period may not be extended except by the Executive Director.



REDCOM

IN REGULAR SESSION, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Crawl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the Board Chair declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Stephen Akre,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director



## REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992

### STAFF REPORT

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**TO: Board of Directors MEETING DATE: September 12, 2024**

**PREPARED BY: Deborah Muchmore,  
Transition Coordinator (MTC)**

**APPROVED BY: Evonne Stevens, Executive Director**

**ITEM: ADOPT A RESOLUTION APPROVING THE REDCOM ORGANIZATION CHART, POSITION ALLOCATION TABLE, AUTHORIZE THE EXECUTIVE DIRECTOR TO INITIATE SENIORITY BRIDGING AND AUTHORIZE A BUDGET ADJUSTMENT OF \$335,000 TO STAFF THE REDCOM OPERATIONS CENTER, EFFECTIVE OCTOBER 9, 2024**

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#### **RECOMMENDATION**

Adopt a resolution approving the REDCOM organization chart, position allocation table, authorize the Executive Director to initiate Seniority Bridging, and authorize a budget adjustment of \$335,000 to staff the REDCOM operations center, effective October 9, 2024

#### **BACKGROUND**

REDCOM desires to become an employer of record for the personnel performing services on their behalf. This transition must occur on or before October 9, 2024. REDCOM is committed to providing systems and processes for all aspects of administering employment fairly and equitably for all individuals and employees.

#### **DISCUSSION**

Staff has reviewed the work and service delivery levels of the organization and has developed an organizational chart and Position Allocation Table appropriate to complete the work and deliver the services for Fiscal Year 2024.

REDCOM will hire 30.5 FTE on one day, October 9, 2024. This act is a challenge to hiring as any unfilled position may cause slowdown of work or may present impediments to hiring. Therefore, staff recommends the Board authorize the Executive Director to initiate Seniority Bridging. Seniority Bridging allows the Executive Director to make placement within pay ranges to ensure new hires are paid the same or better than they have been as contract employees, allows the waiving of probationary periods of new employees and the review of leave balances and accruals to allow for better hiring outcomes. The costs of Seniority Bridging have been included in the proposed fiscal impacts below.

**FISCAL IMPACTS**

With your Board’s approval, FY 24-25 expenditures will increase by an estimated \$335,000, which is the estimated difference between the cost of the AMR contract and the cost of these positions for the period October 9, 2024 to June 30, 2025 as shown below.

Contract Employee Costs	REDCOM Employee Costs	Difference Over/Under	% increase/decrease
\$3,282,851	\$3,617,850.54	335,000	10%

With your approval, the Executive Director will work with the County of Sonoma Treasury to move a portion of the budget reserved for the AMR contract from Services and Supplies (account 51235) to Wages and Salaries. Staff will return to your Board for a full budget update after the transition.

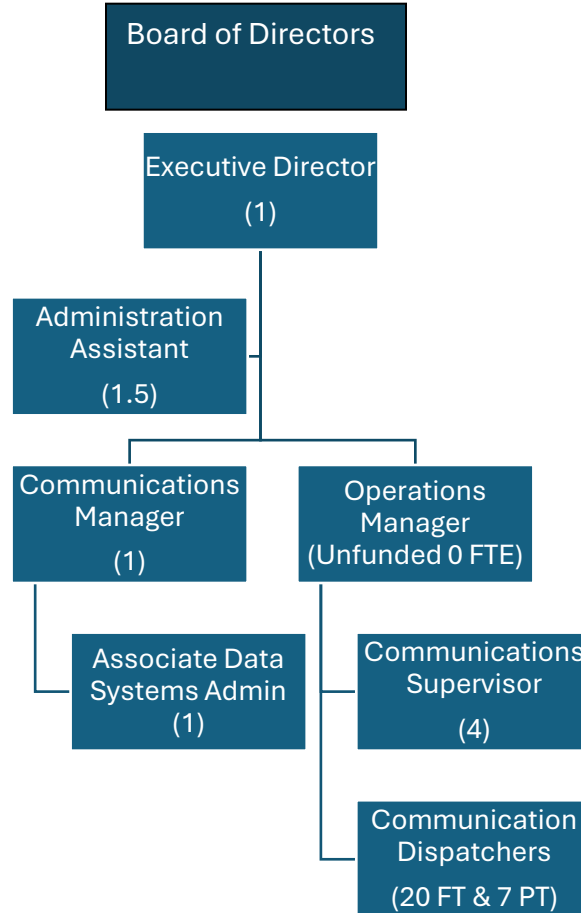
**ATTACHMENTS**

Attachment 1 – Resolution and Exhibit A - REDCOM Organizational Chart and Position Allocation Table



# REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)568-5992



## POSITION ALLOCATIONS

POSITION TITLE	CONTRACTED - OCT 8, 2024	PROPOSED - OCT 9, 2024
Executive Director	1.0 FTE	1.0 FTE
Administration Assistant	1.5 FTE	2.0 FTE
Communications Manager	1.0 FTE	1.0 FTE
Operations Manager	0.0	0.0
Associate Data Sys Admin	1.0 FTE	1.0 FTE
Communications Supervisor	4.0 FTE	4.0 FTE
Communications Dispatcher	20.0 FTE	20.0 FTE
Part-Time Comm Dispatchers (7 positions)	2.0 FTE	2.0
<b>TOTALS</b>	<b>30.5 FTE</b>	<b>30.5 FTE</b>

FTE stands for Full-Time Equivalent position



REDCOM

**Resolution No: 2024-18**

**Dated: September 12, 2024**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY  
(REDCOM) APPROVING THE REDCOM ORGANIZATION CHART, POSITION  
ALLOCATION TABLE, AUTHORIZE THE EXECUTIVE DIRECTOR TO  
INITIATE SENIORITY BRIDGING, AND AUTHORIZE A BUDGET  
ADJUSTMENT OF \$335,000 TO STAFF THE REDCOM OPERATIONS CENTER,  
EFFECTIVE OCTOBER 9, 2024**

**WHEREAS**, the REDCOM Board of Directors desires to employ personnel and allocate sufficient staff to complete the work; and

**WHEREAS**, staff has reviewed the work that must be done and has prepared an organizational chart and position allocation table sufficient to deliver services; and

**WHEREAS**, three REDCOM Board finds that the need to hire 30.5 FTE of employees to become an employer of record is necessary and to prevent impediments to hiring desires to authorize the Executive Director to initiate Seniority Bridging, and

**WHEREAS**, staff has created a personnel budget and determined that the cost of employing personnel will be \$335,000 more than the current cost of contracted staff, and

**WHEREAS**, the REDCOM Board desires to approve the organization chart, personnel allocations, and budget adjustment of \$335,000 effective October 9, 2023, which are attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of REDCOM hereby Approves the REDCOM organizational chart, position allocation table, and authorizes the Executive Director to implement Seniority Bridging, effective October 9, 2024 and authorizes a budget adjustment of \$335,000 from Services and Supplies (account 51235) to Wages and Salaries, herein attached, for the Fiscal Year ending June 30 2025.





REDCOM

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the REDCOM Board of Directors this 12th day of September 2024, on regular roll call vote of the members of said Board:

Chair Akre	Aye_____	No_____	Absent_____
Vice Chair Heine	Aye_____	No_____	Absent_____
Secretary Cleaver	Aye_____	No_____	Absent_____
Director Boaz	Aye_____	No_____	Absent_____
Director Cowl	Aye_____	No_____	Absent_____
Director Dunston	Aye_____	No_____	Absent_____
Director Luoto	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the Board Chair declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

Stephen Akre,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director