



REDCOM BOARD OF DIRECTORS

Special Meeting

Agenda

September 5, 2024 @ 2pm

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

Join by Teams Meeting 1-323-886-6897 Conference 824 669 611#

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**

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

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

In this time-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. Discussion Item: Ad Hoc Committee Updates – Ad hoc committees 1 and 2 to report on ad hoc meetings, discuss next steps, and provide recommendations for Board consideration.
5. Information Item: Muchmore Than Consulting update Personnel/HR overview of the transition process.
6. Action Item: Receive staff report and Approve Resolutions to participate in California Intergovernmental Risk Authority Workers Compensation program.
7. Action Item: Receive staff report and Approve Resolution to contract with EMPOWER to provide deferred compensation program to REDCOM employees.
8. Action Item: Receive staff report and Approve Resolution establishing REDCOM employee pay ranges and pay schedules.
9. Action Item: Receive staff report and Approve Resolution establishing REDCOM Rules for Administration of Personnel System.
10. Action Item: Receive staff report and Approve Resolution establishing REDCOM Enter into agreement with County of Sonoma Treasury.
11. Discussion Item: AP Triton to provide status updates on JPA transition process.
12. Next Special meeting will be – September 12, 2024, at 2:00 pm
13. Adjournment- Motion to adjourn.



REDCOM

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

STAFF REPORT

TO: Board of Directors MEETING DATE: September 5, 2024

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

APPROVED BY: Evonne Stevens, Executive Director

**ITEM: REQUESTING MEMBERSHIP IN THE CALIFORNIA
INTERGOVERNMENTAL, RISK AUTHORITY (CIRA) WORKERS'
COMPENSATION PROGRAM, AND DESIGNATION OF THE AUTHORIZED
BOARD REPRESENTATIVE AND THEIR AUTHORITY**

RECOMMENDATION

It is recommended the Board of Directors approve a Resolution requesting membership in the California Intergovernmental Risk Authority workers' compensation program, and designation of the Executive Director as the authorized board representative and provide their authority.

BACKGROUND

On August 29th, 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. In CIRA's response to REDCOM's request for qualifications, they described the application process for Workers' Compensation Insurance as a member of their risk pool. To participate in the CIRA workers' compensation program, the REDCOM Board now must authorize two additional resolutions, which are attached to the agenda.

DISCUSSION

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, REDCOM consider 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 29th, staff committed to returning today with the two resolutions required by CIRA to move forward upon their Executive Committee approval.

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. Authorizes the Executive Director to sign the CIRA JPA once the CIRA Board approves.
4. Authorizes the Executive Director to sign the CIRA Joint Exercise of Powers Agreement.

RECOMMENDATION

That the REDCOM Board:

1. Approve a Resolution requesting CIRA membership and designating REDCOM's Executive Director as its CIRA Board Representative, the Communications Supervisor as the Alternate Representative, and provide their authority.
2. Approve a Resolution authorizing the Executive Director Authority to sign the CIRA Joint Exercise of Powers Agreement.

FISCAL IMPACTS

The fiscal impact of approving this Resolution is no more than \$121,591 for Workers Compensation insurance premiums and up to \$25,000 in deductible for the fiscal year 2024-2025.

ATTACHMENTS

Attachment 1: Resolution requesting CIRA membership and designating REDCOM's CIRA Board Representative, Alternate Representative, and their authority

Attachment 2: Resolution authorizing the Executive Director Authority to sign the CIRA Joint Exercise of Powers Agreement

Attachment 3 CIRA Sample Joint Exercise of Powers Agreement



REDCOM

Resolution No: 2024-08
Dated: September 5, 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 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 CIRA Joint 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 under State law 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 \$121,591 for workers' compensation coverage as provided by CIRA;
- b) REDCOM hereby selects a self-insured retention (SIR) of \$25,000, which represents REDCOMS responsibility per occurrence for the program year beginning; and
- c) 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 all matters coming before said CIRA Board on behalf of REDCOM as a Member Entity, as if



REDCOM

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 5th 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 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

RESOLUTION NO. _____



REDCOM

(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. _____ adopted by the Governing Board of the Redwood Empire Dispatch Communication Authority, at a special meeting thereof, held on the 5th day of September, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Evonne Stevens, 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 administrating 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 Apportionment 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

Resolution No: 2024-09
Dated: September 5, 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 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 _____, who moved its adoption, seconded by Director _____, and passed by the REDCOM Board of Directors this 5th 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

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)565-8880

STAFF REPORT

TO: Board of Directors MEETING DATE: September 5, 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 AGREEMENT FOR DEFERRED COMPENSATION ACCOUNTS WITH EMPOWER.

RECOMMENDATION

It is recommended the Board of Directors authorize the Executive Director to initiate and approve all documents necessary to enter into an 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 employment benefit changes to contract personnel desiring to apply to REDCOM for employment, staff reached out to the deferred compensation provider that currently provides such services to AMR's contracted staff, EMPOWER.

EMPOWER was responsive and can timely provide services to REDCOM and its future employees. 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 Agreement with EMPOWER for deferred compensation accounts for all employees.

Staff recommends that the REDCOM Board approve a deferred compensation program whereby REDCOM will provide a dollar for dollar match up to 5% of compensation for the pay period.

RECOMMENDATION

Approve a Resolution authorizing the Executive Director to execute agreements 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 with Empower for deferred compensation accounts.



REDCOM

Resolution No: 2024-10
Dated: September 5, 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 contract; 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.

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 5th 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



REDCOM

SO ORDERED:

ATTEST:

Stephen Akre,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director

Exhibits:

- A. Empower Fee Schedule
- B. Envestnet Payment Request Form
- C. Sample Service Agreement



REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)565-8880

STAFF REPORT

TO: Board of Directors **MEETING DATE:** September 05, 2024

PREPARED BY: Deborah Muchmore,
Transition Coordinator (MTC)
APPROVED BY: Evonne Stevens, Executive Director

ITEM: ADOPT AND APPROVE PAY RANGES AND THE REDCOM PAY SCHEDULE

RECOMMENDATION

It is recommended the Board of Directors Adopt and Approve the REDCOM Pay Ranges and Pay Schedule and authorize the Executive Director to make non-substantive changes to the schedule, 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 approval of pay ranges.

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.

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 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.

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

RECOMMENDATION

It is recommended the Board of Directors Adopt and Approve the REDCOM Pay Ranges and Pay Schedule and authorize the Executive Director to make non-substantive changes to the schedule, as necessary.

FISCAL IMPACTS

There is no fiscal impact to adopt pay ranges and approve a pay schedule. The fiscal impact will occur when the REDCOM Board approves allocations for each classification.

ATTACHMENTS

Attachment 1 – Resolution and Exhibit A - REDCOM Pay Schedule



REDCOM

Resolution No: 2024-11
Dated: September 5, 2024

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY
(REDCOM) ADOPTING AND APPROVING THE REDCOM PAY RANGES AND PAY
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 classifications and arranged the ranges into a pay schedule, which are attached to this Resolution; and

WHEREAS, the REDCOM Board desires to authorize the Executive Director to make non-substantive changes to the schedule, as necessary.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of REDCOM hereby Adopts and Approves the REDCOM Pay Ranges and Pay Schedule, as attached to this Resolution, and authorizes the Executive Director to make non-substantive changes to the schedule, as necessary.



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 5th 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,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director

Attachment: Pay Schedule

REDCOM PUBLIC PAY SCHEDULE

Effective October 9, 2024

	Step A	Step B	Step C	Step D	Step E			
Communications Manager	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		
Associate Data Systems Adm	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		
Administration Assistant	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		
Communications Supervisor	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		
Communications Training Officer	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
	38.92	40.04	41.97	43.99	46.12	48.35	50.69	Hourly
<i>* Ongoing administration of the comp plan set at \$1.50 per hour more than Communications Dispatcher</i>	3,113.60	3,203.41	3,357.58	3,519.46	3,689.43	3,867.90	4,055.30	Bi-weekly
<i>**Eligible for Relief Supervisor @\$2.00/hour when in role</i>								
Communications Dispatcher	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
	37.42	38.54	40.47	42.49	44.62	46.85	49.19	Hourly
<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)



REDCOM

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)565-8880

STAFF REPORT

TO: Board of Directors MEETING DATE: September 05, 2024

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

APPROVED BY: Evonne Stevens, Executive Director

**ITEM: ADOPT AND APPROVE THE REDCOM PERSONNEL SYSTEM RULES FOR
CLASSIFICATION, COMPENSATION, AND RECRUITMENT**

RECOMMENDATION

It is recommended the Board of Directors Adopt and Approve the REDCOM Personnel System Rules for Classification, Compensation, and Recruitment and authorize the Executive Director to make non-substantive changes to the 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 staff are 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

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 in merit principals and provide equal opportunity and access to all. Personnel System Rules ensure that both REDCOM and its employees understand the rules for recruitment, retention, and promotion. The Rules also ensure that REDCOM management understand their legal responsibilities when recruiting and promoting employees.

The Rules are based on processes and practices currently in place for personnel working on behalf of REDCOM under contract and on 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 and 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 Exhibits Classification, Compensation, and Recruitment Rules



REDCOM

Resolution No: 2024-12
Dated: September 5, 2024

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY
(REDCOM) ADOPTING AND APPROVING THE REDCOM PERSONNEL SYSTEM
RULES FOR CLASSIFICATION, COMPENSATION, AND RECRUITMENT**

WHEREAS, the REDCOM Board of Directors desires to employ personnel and desires to provide a personnel system to guide fair and equitable processes for classification, compensation, and recruitment; 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 Adopts and Approves the REDCOM Personnel System Rules for Classification, Compensation, and Recruitment, as attached to this Resolution, and authorize 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 5th 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)565-8880

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. Section 1. General Definitions

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.

1.2 Advancement

Salary increases of one or more steps within the limits of an established pay range.

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.

1.4 Applicant

Any person who has made an application for a position.

1.5 Appointment

Employment of a person in a position in the classified or “at will” service.

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.

1.7 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.

1.8 Candidate

Any person who has been accepted for participation in a recruitment or promotional examination.

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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

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.

1.15 Competitive Service

All positions in REDCOM, except for the Executive Director, or any other position designated by the REDCOM Board as "At Will".

1.16 Competitive Examination

One or more selection procedures used to assess the relative qualifications of a group of applicants or candidates.

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.

1.18 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.

1.19 Days

Calendar days unless otherwise noted.

1.20 Demotion

The voluntary or involuntary movement of an employee from one class to another class having a lower maximum rate of pay.

1.21 Dismissal

The involuntary separation of an employee from REDCOM service.

1.22 Domestic Partner

"Domestic partner" as defined in California Family Code Section 297.

1.23 Eligible Candidate

A person who has earned a place on an employment list established by competitive examination.

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.

1.25 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.

1.26 Employment Status

The type of an employee's appointment such as regular, introductory/probationary, or limited service.

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.

1.28 FLSA

The Fair Labor Standards Act (FLSA).

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.

1.30 FLSA Non-Exempt

Employees who are eligible for FLSA overtime compensation.

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.

1.32 Incumbent

A person legally occupying a position in REDCOM Service.

1.33 Layoff

The termination of an employee from REDCOM service for reasons of economy, efficiency, reorganization, or other non-disciplinary reason.

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.

1.35 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.

1.36 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.

1.37 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.

1.38 Pay Range

A series of base salary steps to which a class may be assigned.

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.

1.40 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.

1.41 Probationary/Introductory Appointment

The initial appointment of an employee into a position in REDCOM.

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.

1.43 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.

1.44 Promotional Examination

A competitive examination for the purpose of recruiting for a specific classification which is only available to current employees who meet the qualifications for the class or are otherwise permitted to take such an examination.

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.

1.46 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.

1.47 Reclassification

The permanent reassignment of a position to another classification due to the material change of the job duties or responsibilities of a position.

1.48 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.

1.49 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.

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.

1.51 Regular Position

A full-time position in REDCOM which is established through a budgeted position allocation without any limitation as to time or funding.

1.52 Rehire

The reappointment of a former employee who does not have re-employment or reinstatement rights at the time of returning to the payroll.

1.53 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.

1.54 Resignation

The voluntary separation of an employee from REDCOM employment.

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.

1.56 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.

1.57 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.

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.

1.59 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 leaves such as vacation and for special skills and abilities to be counted toward advanced step pay range placement. During seniority bridging, all or part of a probationary period may be waived at the sole discretion of the Executive Director. 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.

1.60 Separation

The voluntary or involuntary termination of employment from REDCOM service. Separation may include death, dismissal, layoff, resignation, retirement, or work completion.

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.

1.62 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.

1.63 Step Advancement Date

The date on which an employee may begin to receive a merit increase awarded based on successful overall performance.

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.

1.65 Suspension

The temporary separation without pay of an employee from REDCOM for disciplinary purposes.

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.

1.67 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.

1.68 Termination

Involuntary separation of an employee from REDCOM service.

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.

1.70 Vacancy

A duly created position which is not occupied and for which monies have been appropriated.

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 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.

2.14 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:

- 2.14.1 The classification title
- 2.14.2 A description of typical duties and responsibilities
- 2.14.3 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

- 2.14.4 Federal Labor Standards Act exempt/non-exempt status
- 2.14.5 Whether the classification is Safety or non-Safety
- 2.14.6 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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.

2.20 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:

1. They are sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used; and
2. Substantially the same requirements as to education, experience, knowledge, and ability are required of incumbents; and
3. Substantially the same tests of capacities and fitness may be used in choosing qualified appointees; and
4. The same pay range or salary rate applies.

2.21 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.

2.22 Classification Review

Review of the classification of a position may occur in the following circumstances:

1. One or more new positions are under consideration for possible establishment;
2. 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;
3. A new class is created to which a position may more appropriately be allocated;
4. 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:

1. 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.
2. 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.
3. 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.
4. 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

3.14 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 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:

1. A publicly available pay table with salary ranges for all classifications in REDCOM, showing the minimum and maximum rates of pay
2. A designation of employment type, if applicable, for each range (full-time, part-time, temporary, or other employment type)
3. A designation of the position as paid on an hourly or salary basis
4. 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.

3.15 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:

3.15.1 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:

Steps: There are five to seven steps within each pay range Represented by the letters beginning with the letter A.

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.

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.

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.

Special Salary Adjustments. Except as otherwise stated in these Rules, to 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.

3.15.2 Calculation of Service Anniversary Dates and/or Step Advancement

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 3.2.1 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.

3.15.3 Applicable Salary Rates Following Pay Range Increases and Decreases.

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.

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.

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.

Pay Range Change on Date of Promotion. In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional adjustment as provided in Section 8.5.1 of these Rules.

3.16 Errors in Compensation

Each employee shall review each of his/her paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately call it to the attention of his/her supervisor who shall, in turn, notify the Administrative Division Chief. 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.

3.17 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.

4.14 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 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.

4.15 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.

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;
- 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.

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.

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.

5. EXAMINATIONS 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.

5.15 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.

5.16 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.

5.17 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 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.

5.18 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.

5.19 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.

5.20 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

5.21 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.

7. ESTABLISHMENT AND THE USE OF EMPLOYMENT LIST

7.15 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.

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.

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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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:

Disqualification.

As stipulated in Section 4.2 of these Rules.

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.

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.

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.

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.

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.

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.

Other

Any other lawful reasons.

7.22 Request to Fill Vacancies

Exigent circumstances aside, whenever a position in REDCOM is to be filled, the Executive Director must be 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).

7.23 Employment List Priority

Subject to the provisions of Section 14.6 of these Rules, priority for consideration for appointment to a regular position shall be given to the various employment lists in the following order: re-employment lists, reinstatement lists, promotional lists, and open lists; however, reinstatement lists may be used instead of any employment list except a re-employment list.

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.

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.

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.

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.

7.24 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:

Re-employment List Certification.

If a re-employment list exists for the class, the highest name on such a list shall be certified for a vacancy to be filled. If more than one vacancy is to be filled, then one more of the highest names shall be certified for each vacancy. If employees on the re-employment list have the same designated date of layoff, ties shall be broken using the criteria specified in Section 14.2 of the Personnel Rules. The principals governing availability of candidates and removal of names from re-employment lists shall be as provided in Section 7.7 of the Personnel Rules.

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.

Promotional List Certification.

Subject to the provisions of Section 14.6, if no re-employment list for a class exists, then the names from the promotional list(s) for the class shall be certified.

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.

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.

8. 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.

8.14 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 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.

8.15 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.

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.

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.

Pay upon Rehire.

Upon the rehire of a former employee into the same class as the employee occupied prior to separation, such a person shall receive the same salary step in the pay range for the class as was received prior to separation. If rehired into a related lower class, credit shall be given for prior service in determining the salary step for employment in the lower class. If rehired into a higher class than previously occupied, 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.

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.

8.16 Types of Appointments

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.

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 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.

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.

8.17 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.

8.18 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 8.3.2 of these Rules.

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.

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.

8.19 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.

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.

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.

8.20 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.

8.21 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.

8.22 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.

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.

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:

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.

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.

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.

8.23 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 under Section 3.4. of these Rules, the following shall apply to the incumbent:

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.

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.

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

2796 Ventura Avenue - Santa Rosa, CA 95403 | Tel: (707)565-8880

STAFF REPORT

TO: Board of Directors MEETING DATE: September 05, 2024

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

APPROVED BY: Evonne Stevens, Executive Director

**ITEM: AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT TO
OPEN A PAYROLL BANK ACCOUNT WITH THE COUNTY OF SONOMA
TREASURY**

RECOMMENDATION

It is recommended that the Board of Directors authorize the Executive Director to enter into an agreement with the County of Sonoma 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 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.

RECOMMENDATION

It is recommended the Board of Directors authorize the Executive Director to enter into an agreement with the County of Sonoma 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 provision of a payroll bank account to REDCOM would have a fiscal impact of \$XXX.XX in FY 2025.

ATTACHMENTS

Attachment 1 – Resolution – Authorize Executive Director to enter into an Agreement with Sonoma County for payroll bank account services.



REDCOM

Resolution No: 2024-13
Dated: September 5, 2024

**AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN
AGREEMENT TO OPEN A PAYROLL BANK ACCOUNT WITH THE
COUNTY OF SONOMA TREASURY**

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

WHEREAS, to do so, REDCOM has engaged a local payroll company to process employee time records and process REDCOM payroll; 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 Authorizes the Executive Director to enter into an agreement with the County of Sonoma 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 5th 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,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director

Attachment: Pay Schedule