

Resolution No: 2024-14 Dated: September 16, 2024

RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY (REDCOM) APPROVING EMPLOYEE COMPENSATION AND BENEFITS (FOR ADMINISTRATIVE ASSISTANT, COMMUNICATIONS MANAGER, ASSOCIATE DATA SYSTEMS ADMINISTRATOR, AND COMMUNICATIONS SUPERVISOR POSITIONS) AND AUTHORIZE THE EXECUTIVE DIRECTOR TO MAKE NON-SUBSTANTIVE CHANGES TO THE EMPLOYEE COMPENSATION AND BENEFITS

WHEREAS, the REDCOM Board of Directors desires to employ personnel and desires to provide fair and equitable compensation and benefits for its employees; and

WHEREAS, such a package, attached and included as part of this Resolution, will enhance recruitment and retention efforts; and

WHEREAS, the REDCOM Board desires to authorize the Executive Director to make non-substantive changes to the document that are clerical and typographical in nature and do not affect scope, breadth, or depth of a position or change the impact of an approved pay range.

WHEREAS, this Resolution applies to all REDCOM employees in the classifications of Administrative Assistant, Communications Manager, Associate Data Systems Administrator, and Communications Supervisor.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of REDCOM hereby approves the REDCOM Employee Compensation and Benefits (for Administrative Assistant, Communications Manager, Associate Data Systems Administrator, and Communications Supervisor positions) and authorizes the Executive Director to make non-substantive changes to the Employee Compensation and Benefits, as needed.

### SECTION 1. SALARIES AND ADJUSTMENTS

REDCOM has approved a Public Pay Schedule which covers REDCOM Administrative Assistant, Communications Manager, Associate Data Systems Administrator, and Communication Supervisor classifications and will be posted on the REDCOM website and incorporated herein as such.

Effective in the first full pay period after September 1, 2025, all classifications covered by this Resolution will be increased based on the San Francisco Bay Area All Items Consumer Price Index (CPI) assessed February to February and reported on every April.

Effective in the first full pay period after September 1, 2026, all classifications covered by this Resolution will be increased based on the San Francisco Bay Area All Items Consumer Price Index (CPI) assessed February to February and reported on every April.

SECTION 2. BENEFITS AND INSURANCES

REDCOM makes available to its employees a benefit plan that includes Health, Dental, Vision, Group Term and Supplemental Life, Group Supplemental and Accidental Death and Dismemberment, Long Term Disability, Flexible Spending or Healthcare Savings Accounts and an Employee Assistance Program. Full-time employees become eligible to participate in the benefit plans on the first day of the month following thirty (30) consecutive calendar days of employment.

Retirement: REDCOM offers 401a and 457 deferred compensation plans. Employees may begin contributing to a 457 plan from the 1<sup>st</sup> day of the first month after 30 days of employment. Once an employee has worked at least 1000 hours during an uninterrupted period of one-year, REDCOM will begin matching contributions dollar for dollar (100%) up to 5% of an employee's earnings each pay period for each dollar an employee deposits into their 457 account each pay period. Employees may continue to contribute to their 457 up to the limits provided by the Internal Revenue Service annually.

Medical: All employees working 30 or more hours a month, MUST enroll in a medical plan or provide proof of active enrollment in another medical plan. Eligibility for participation begins with the 1<sup>st</sup> day of the month after 30 consecutive days of employment. REDCOM will offer a variety of Kaiser Plans including Kaiser HMO 0-10, Kaiser HMO 0-20, and Kaiser Gold 250-35 \$200 plan for employees to select from. REDCOM will contribute 85% to the cost of the premium for the described medical plan. The employee will be responsible to pay 15% towards the plan premium for the listed plans and the difference in cost for richer plans. The employee cost of insurance will be deducted in equal installments from the first and second paycheck of each month.

<u>Dental Insurance:</u> REDCOM will offer a dental plan with 100% coverage on preventative services and will pay 75% of the premium cost of the level of coverage selected for the plans listed above through December 31, 2024, and 50% of the premium costs beginning January 1, 2025. If a richer plan is available, employees may select the plan and pay the difference in premium plus the 25% share of cost between those listed and the richer plan. Eligibility for participation begins with the 1<sup>st</sup> day of the month after 30 consecutive days of employment.

#### Vision Insurance:

REDCOM will offer a vision insurance plan and pay 50% of the premiums for the plan regardless of the tier level of coverage chosen by the employee. Eligibility for participation begins with the 1st day of the month after 30 consecutive days of employment.

# Long-Term and Short-Term Disability Insurance

REDCOM will provide, at no cost to the employee, long-term and short-term disability insurance.

#### Life and AD&D Insurance

REDCOM will provide life insurance in the amount of two (2) times the annual salary of an eligible employee. REDCOM will pay all premiums and the employee will be responsible to pay the IRS taxes due on amounts above \$50,000. Employees will be allowed to purchase supplemental life insurance at their own expense.

# Section 125



REDCOM has a Section 125 plan allowing pre-tax deduction for many benefit costs.

### Flexible Spending Account

Employee's may defer pre-tax dollars, under REDCOM's Section 125 plan, in a Flexible Spending Account up to the Internal Revenue Service's annual limits for the purpose of paying for dependent care expenses or for the purpose of paying health care expenses.

Dependent care providers are selected at the discretion of the employee, however, the employee must collect and submit receipts to the FSA administrator for reimbursement.

# Employee Assistance Program

The well-being of our employees is important to REDCOM. Therefore, all employees are eligible to participate in the Employee Assistance Program. Eligibility for participation begins with the 1<sup>st</sup> day of the month after 30 consecutive days of employment.

### Unemployment Insurance

As a public entity, REDCOM is exempt from and does not participate in the Federal Unemployment Tax Program but does participate in the California State Unemployment Insurance program.

### SECTION 3 - INCENTIVES, BONUSES AND SCHEDULING

The following incentives and bonuses are for employees working Dispatch.

On Call: Communication Dispatchers who are required to be on call will receive a \$25 on call bonus regardless of whether they are called back. Mandated On Call days are equitably rotated to avoid two (2) call back days during consecutive months. Communication Dispatchers who are called in to work will be paid for all hours worked and a minimum of four hours at two times base rate of pay plus incentives.

<u>Hold Over:</u> Communications Dispatchers required to be held over, will receive one times (1x) their hourly rate compensation in addition to their pay this is a premium for all hours held over. Overtime will not be calculated on the premium amount. Maximum mandatory hold over is 2.5 hours.

<u>Shift Trades</u>: 29 CFR 553.31 provides that a public entity may suggest and allow employees who work in the same occupation to freely agree, solely at their own option, to substitute for one another during scheduled work hours in performance of work in the same capacity in accordance with the following procedure:

- a. Submit a completed Shift Exchange request to the scheduling system 24 hours prior to the date of the requested trade/giveaway. A completed Shift Exchange will include the acknowledgement of both employees.
- b. The Employer's designated supervisor or scheduler will respond to the request at least 12 hours prior to the beginning of the applicable shift. Trades/giveaways will be approved at the discretion of the Employer designee. This discretion will be exercised reasonably. It is the responsibility of each employee to access the scheduling system to determine the status of their trade or shift-give away request. Upon request of an

employee the Company will provide the reason for denial of the request.

- c. Shift trades/giveaways shall not result in additional labor costs to the Employer. Shift trades/giveaways must occur during two consecutive pay periods.
- d. Partial shift trades shall only be permitted for twenty-four (24) hour shifts and dispatch shifts when approved in advance by the Company. Partial shift trades for twenty-four-hour (24) shifts may be done in half shifts or at the beginning or end of a shift at a maximum of four (4) hours. Employees shall only be allowed to trade once in any shift.
- e. Shift trades/giveaways shall not result in uncovered hours.
- f. The shift trade/giveaway of any employee may be denied by the Employer for cause or operational requirements.
- g. Shift trades/giveaways will not be allowed for the purpose of avoiding corrective action.
- h. An employee will be held accountable for shifts the employee agreed to cover. An employee who requests a shift trade and or giveaway is responsible for securing coverage for the shift trade or giveaway.
- 1. Failure of an employee to show up ("no show") for agreed shift trade/giveaway may result in termination of employee's shift trade/giveaway privileges for up to six (6) months.

A part-time employee may trade or giveaway a prescheduled shift provided that it is done in accordance with the above and it does not violate their minimum work hour requirements.

#### Bilingual Pay

The Employer shall be solely responsible for determining the need for employees who speak a second language and how many such employees are required. The Employer shall make the determination based on classifications whose primary role is patient care or interacting with the public to attain information related to patient care. Such individuals shall be required to pass the verbal fluency (listening & speaking) test including American Sign Language (ASL) at the required proficiency level of the testing process.

Any dispatch center employee may apply for and be tested for proficiency.

The proficiency examination including American Sign Language (ASL) may be given on a periodic basis according to a schedule determined by the Employer. Employees receiving this premium may be required, at the Employer's discretion, to be re-tested annually to continue to receive the premium.

The amount of the differential shall be seventy dollars (\$70) per month.

### Filling Open Shifts



Except in cases of extreme emergency, when the Employer determines to fill an open shift, such shift shall first be offered to part-time employees in the applicable classification in seniority order who are not scheduled to work, or have not worked, or, as a result of this offer, will not work over forty (40) hours in the week of the open shift. If the shift remains open after exhausting such part-time employee list, full-time employees shall be offered the open shift(s) in seniority order.

If the shift remains open after exhausting such full-time employee list, it shall be offered to part-time employees who have worked, are scheduled to work, or, as a result of this offer, will work over forty (40) hours. It shall then be offered to those employees on the "out of county" list. If the shift still cannot be filled, the least senior full-time employee who has not been called back within the last thirty (30) days, or in the event that all full-time employees have been called back within that period, the least senior full-time employee who has been called back during such thirty (30) day period must work the open shift. If the shift remains open after exhausting all available lists, the Employer may fill the position.

Voluntary overtime as described above may be offered in person, by individual phone call, or by text message, e-mail or via\_the on-line scheduling system. If offered by text message and e-mail or via the on-line scheduling system, employees shall be allowed 30 minutes to respond. Then the overtime shall be awarded to the respondents in the order described above.

A mandatory assignment of overtime may not occur more than 96 hours in advance of the need for such overtime. The sole exception to the 96 hours prior mandation limit shall be a local disaster.

If the procedure described in this section results in a "hold-over," any holdover shall comply with the terms of Hold Over in this Agreement.

### Uniforms:

REDCOM will provide uniform pieces to employees as appropriate for the role. Employees who are issued uniform pieces must wear them as instructed. Those employees required to wear uniforms will be provided a uniform maintenance allowance of \$24.00 per pay period so long as the employee is responsible for cleaning. Should REDCOM become responsible for cleaning, the uniform maintenance allowance will cease. Uniforms provided, must be returned to REDCOM at termination.



#### **SECTION 4 LEAVES**

### Minimum Staff

From 0700 to 0000 (midnight), minimum staffing for Communications Supervisors is one (1) Supervisor or Relief Supervisor designated in that role for that schedule and shift.

From 0000 (midnight) to 0700, minimum staffing for Communication Supervisors is one (1) Supervisor or Relief Supervisor designated in that role for that schedule and shift.

To maintain minimum staffing, REDCOM will only approve and allow one vacation leave at a time in positions assigned to the operational dispatch center.

#### Sick Leave:

All full-time employees will accrue 84 hours of sick leave (2 weeks) of sick leave for each year. or major fraction thereof (10 days per year). Sick leave may be accrued by qualified full-time employees without a maximum limitation. Sick leave has no cash value and is not paid out at termination.

84 hours 10 working days 2 weeks/year

All Part-Time employees will accrue sick leave in accordance with California Paid Sick Leave Law at one-hour for every thirty hours worked and may accrue up to 24 hours in a year and carry any balance over into the next year up to a total of 48 hours. Sick leave notification must be made to the supervisor or relief supervisor on duty and must, except in exigent circumstances, occur at least two hours prior to your scheduled shift.

### Vacation Leave

All employees will accrue vacation leave in accordance with the following table:

### Continuous full-time Service Vacation Leave Benefit

1 through 4 years 2 weeks
5 through 7 years 3 weeks
8 through 10 years 4 weeks
11+ years 5 weeks

Employees may accrue vacation leave throughout the year and carryover up to two years or 420 hours whichever is smaller into the next calendar year. At the end of the year, REDCOM will cash out the hours of any vacation balance that exceeds either up to two years or 420 hours whichever is smaller. Prior to December 1<sup>st</sup> of any year, an employee who is affected by this clause may request cashed out vacation hours be transferred to a deferred compensation vehicle (e.g., 457).

Vacation requests in excess of three (3) working days must be made with as much notice as possible and with a minimum of 30 days of advanced notice. Unless authorized by the Executive Director or their designee, vacation requests of three (3) days or less must be made at least seven (7) days of advance notice.

Requests for partial days off will be approved on a case-by-case basis, considering operational needs, and will not be unreasonably denied.



# Vacation Purchase:

Employees in their first year of service may purchase up to 80 hours of vacation leave. Purchases may be made in a lump sum or may be made incrementally each pay period or in a lump sum based on an employee's hourly rate. The cost of vacation purchase is calculated as the rate of the number of hours vacation requested to purchase times the employee's hourly base rate of pay plus applicable incentives.

### Holidays

The following days shall be considered paid holidays for the purpose of holiday pay for employees who work on the holiday.

New Year's Day
Presidents Day

Memorial Day
Independence Day

Labor Day

Veteran's Day

Thanksgiving day

Christmas Day

Employees working on a designated holiday will receive an additional one-time (1x) pay for hours worked.

Any employee (except as provided below) whose unit is downed or whose shift is canceled for the holiday shall receive his/her full pay for the holiday, excluding the holiday premium.

Full-time employees who are not scheduled to work on a designated holiday shall receive eight (8) hours of pay at their straight time hourly rates. Part-time employees who do not work on a designated holiday receive no holiday pay.

#### Eligibility for Holiday Compensation

Employees who are scheduled to work on the holiday and fail to report shall not receive holiday pay.

# Holiday Duration

The duration of the holiday shall be from midnight to midnight and an employee shall be deemed to have worked the holiday if their shift began during this duration.

### Military Leave

Military Leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and applicable provisions of federal, state, and local law. Reinstatement shall be governed by the federal, state, and local laws referenced above.

The service member (or a representative of his or her service) must give advanced written or verbal notice to the Employer. USERRA does not specify how much advance notice is required, but service members are advised to provide as much advance notice to the Employer as possible. Notice is not required if it is precluded by military necessity or, if

giving such notice is otherwise impossible or unreasonable. Because the advance prior notice can be written or verbal, the Employer cannot demand documentation as to the prior notice. However, documentation on return is different - the Employer can demand proper documentation for absences of 31 days or longer. The documentation must reflect that the application for reemployment is timely, the absence has not exceeded five (5) years, and the person's service was not disqualifying. Employers cannot delay reemployment if the documentation is unavailable.

#### Bereavement Leave

In the event of death in an employee's immediate family (defined as the employee's spouse/domestic partner or significant other, parent, grandparent, child (including still birth), grandchild, sibling aunt, uncle and niece/nephew as well as any corresponding in-

law or "step" relation, bereavement leave will be paid provided the employee has successfully completed his/her probationary period. Eligible employees will be paid for up to one half of the shifts that he/she is regularly scheduled to work in a two-week period, excluding overtime shifts. At the employee's request, the employee shall be permitted to take and complete the actual leave of absence anytime within ninety (90) days following the death. In addition, any employee who is notified of a death in the immediate family while on duty will be relieved, upon notification of the supervisor, for the remainder of his/her shift with pay. All bereavement leave pay will be paid as time worked.

If an employee is on vacation and a death occurs in the immediate family, the employee may request to convert the vacation to Bereavement Leave. In no event shall the employee receive any pay greater than would have been paid had the leave been taken immediately (as described above).

Bereavement pay will only be granted when an employee submits evidence satisfactory to the Employer of the date of death and the relationship of the deceased to the employee.

Time off without pay may be granted in cases of bereavement for individuals not included in the definition of the immediate family or for probationary employees provided that advance notice has been made to the Employer and operating conditions permit such an absence at the sole discretion of the Employer.

### Jury Service

An employee who is called to jury duty will receive pay as time worked for any regularly scheduled shift they are required to miss, up to a maximum of two (2) weeks. Employees who are normally scheduled to work during the hours of 6:00 p.m. and 6:00 a.m. will be granted the shift prior to and immediately following the start of their service off. To receive this pay, the employee must provide proof of the hours served.

An employee who is retained by the Court in excess of four (4) hours need not return to



work for the remainder of that regularly scheduled shift.

Employees will be granted additional time off, without pay, for any further time required to serve obligatory jury duty.

Employees who receive a jury duty notice shall notify the scheduling department or their designee within forty-eight (48) hours of receipt of the notice. This will allow the appropriate party to anticipate and arrange for relief in the case of absence, should that become necessary. Employees must call the scheduling department or their designee daily to report their jury duty status and when they anticipate returning to work.

### Subpoena/Witness Service

Any employee subpoenaed to appear in an administrative or legal proceeding or to give a deposition related to a service call or customer contact shall be granted time off without loss of pay or benefits if the testimony relates to the employee's work and/or duties with the Company. Employees who have a normally scheduled shift that ends after midnight will be granted the shift prior to and immediately following the start of their service off. Twenty-four-hour shift employees shall be granted the night half of their shift off prior to the administrative or legal proceeding. An employee who is not scheduled to work and is subpoenaed shall be paid for time spent to a maximum of four (4) hours for each day spent at the administrative, legal proceeding, or deposition. Such time shall be counted as time worked. The employee must submit documentation reflecting the time spent in compliance of said subpoena to their Operations Manager or designee in order to receive payment for such time.

If the employee is excused from his/her subpoena obligation and more than four (4) hours remain in the employee's regularly scheduled workday, the employee shall return to work.

Employees shall not be compensated for missed work hours when subpoenaed by or on behalf of a present or past employee of the Employer to testify in a legal or administrative proceeding initiated by the present or past employee against the Employer. However, the Employer shall ensure the employee is allowed time off for the legal or administrative proceeding in response to the subpoena and the employee may use accrued PTO to cover the absence.

# California School Activities and Domestic Violence Leave

Employees having custody of one (1) or more children in kindergarten or grades 1 through 12 or attending a licensed day care facility may take time off for school activities. Employees must request school activities leave in advance. Such leave shall be subject to all applicable requirements of the California Labor Code. The time off for such activities cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year. Employees may use accrued PTO for the leave solely at their option.

Employees shall be granted leave to seek medical attention for injuries caused by

domestic violence or sexual assault, to obtain psychological counseling related to an experience of domestic violence or sexual assault, or to participate in safety planning and take other action to increase safety from future domestic violence or sexual assault. Employees shall also be granted leave if they are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child. Such leave shall be subject to all applicable requirements of the California Labor Code. FMLA/CFRA leave taken pursuant to this section is limited to 12 weeks per year. Employee may use sick leave or other leave accruals in the absence of sick leave during leaves under this section.

#### **SECTION 5 - OTHER BENEFITS**

# **Online Training**

The Employer may require employees to attend or participate in annual training (e.g., Compliance OSHA, HIPPA, etc.). Employees shall attempt to complete such training while on-duty. Should an employee not be able to complete the required training (e.g., high call volume, limited computer access), the employee may request approval from their supervisor to complete the training from home. Employees approved to take the training at home shall be compensated for four (4) hours for each block of annual training upon completion.

# Report In Pay

Any employee who reports to work as scheduled or requested by the Employer and who is not permitted to work through no fault of their own shall accept assignment to another unit

for the duration of the originally scheduled shift. In the event another unit is not available the employee shall have the option to perform alternative work for the duration of the originally scheduled shift or be released from duty after four hours with four (4) hours pay. In the event another unit becomes available at any time while the employee is still on duty the employee shall accept assignment to the unit for the remainder of his/her originally scheduled hours.

The Employer agrees to provide 24-hours' advance notice of the cancellation of any prescheduled overtime except in the following instances:

- i. The employee requests and the Employer agrees to the cancellation.
- j. There is no partner for the employee on the day of the shift.
- k. Another employee is returning to work from an industrial leave.
- 1. The unit creating the overtime is downed or removed from the schedule.
- m. The employee was notified in advance that the shift might be canceled, or the shift slot is being held for another employee.



# Introductory/Probationary Period

Full-time employees covered by this Agreement shall be considered in an introductory/probationary period for their first 1040 hours or six (6) months of active continuous employment. Part-time employees covered by this Agreement shall be considered working during an introductory/probationary period for their first 2080 hours or twelve (12) months of active continuous employment. If an employee changes job classifications during their initial probationary period, the employee's initial probationary period as referenced above (i.e., six (6) or twelve (12) months) shall be extended an additional three (3) months.

Employees may be released from employment during such introductory/probationary period without recourse and without cause. An employee's introductory/probationary period may not be extended except by the Executive Director.

IN REGULAR SESSION, the foregoing resolution was introduced by Director

and passed by the REDCOM Boaregular roll call vote of the memb		16th day	of September 202	4, on
Chair Akre	Aye <u> </u>	No	_ Absent	
Vice Chair Heine	Aye_X	No	_ Absent	
Secretary Cleaver	Aye	No	_ Absent	
Director Boaz	Aye <u>X</u>	No	_ Absent	
Director Crowl	Aye <u>X</u>	No	_ Absent	
Director Dunston	AyeX	No	_ Absent	
Director Luoto	Aye <u> X</u>	No	_ Absent	
Vote:	Aye	No_ <u></u>	Absent_()	
WHEREUPON, adopted, and	the Board Chair	declared	the foregoing	resolut i o n

SO ORDERED:

ATTEST:

Stephen Akre,

Evonne Stevens,

Chair of REDCOM Board of Directors

REDCOM Executive Director