

ALPINE FIRE PROTECTION DISTRICT



Non-Represented Non-Safety Salary and Benefits Resolution

Resolution No. 23/24 -16



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**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ALPINE FIRE PROTECTION DISTRICT
ADOPTING THE SALARY RESOLUTION TO ESTABLISH
SALARY AND BENEFITS FOR NON-REPRESENTED NON-SAFETY CLASSIFICATIONS**

BE IT RESOLVED that the Board of Directors of the District find that the Non-Represented Non-Safety Salary Resolution is adopted as follows:

Section 1. Adopt the attached Non-Represented Non-Safety Salary Resolution

This resolution supersedes any previous Non-Represented Non-Safety Salary Resolutions and shall take effect immediately upon its adoption by the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Alpine Fire Protection District, County of San Diego, State of California, on the 19th day of March 2024, by the following vote:

AYES: 4

NOES: 0

ABSENT: MEHREZ

ABSTAIN: 0

RECUSED: 0

Steph R. Taylor
President of the Board

3/19/24
Date

[Signature]
Clerk of the Board

Attest:

I, Brian Boggeln, Fire Chief of the Alpine Fire Protection District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board at a regularly scheduled meeting of the Alpine Fire Protection District Board

Executed this 3/19/24
(Date of Execution)

[Signature]
Brian Boggeln

SECTION 1 – INTENT AND PURPOSE

Article 1.1

It is the intent and purpose of this document to set forth the compensation range and benefit package provided to the non-represented non-safety employees of the Alpine Fire Protection District (“**District**”).

Article 1.2

The Board of Directors of the District may from time to time change the terms of the compensation and benefit package for non-represented non-safety employees without the consent or approval of any such employees. Nothing contained herein is intended to reduce any current salary or benefits of any non-represented non-safety employee. This Resolution shall remain in effect until rescinded or modified by the Board of Directors of the District.

Article 1.3

If the Board of Directors enters in an Employment Agreement with an exempt, non-represented non-safety, employee then the terms of that executed agreement shall control.

SECTION 2 – NON-REPRESENTED NON-SAFETY CLASSIFICATIONS

Article 2.1

Non-represented non-safety position classifications are identified as follows:

- 2.1.1 Temporary; Part-time; Hourly; Clerical/Administration; Non-Safety Management employees.

Article 2.2

Any non-represented non-safety employee may terminate their employment with the District at any time, with or without a reason by giving written notice to the District. The District may terminate the employment of any non-represented non-safety employee at any time, with or without cause by written notice to said employee. This is called "**at-will**" employment. Only the Board of Director’s can change the "**at-will**" status of a non-represented non-safety employee and then only in writing approved by a majority of the Board of Directors.

Article 2.3

The Fire Chief directs the selection, hiring and promotions of District personnel, subject to the Board of Directors as it deems appropriate. No one other than the Fire Chief, with the Board of Director’s approval, can enter into an agreement for employment for a specified period of time, or make any agreement or representations contrary to this Section.

SECTION 3 - COMPENSATION

Article 3.1 - Salary

- 3.1.1 The salary ranges for each non-represented non-safety position is as set forth in Appendix "A".
- 3.1.2 The Board of Directors may from time to time change the salary band for each non-represented non-safety position upward or downward.
- 3.1.3 Employees shall be paid semi-monthly or at such frequency as the District determines.
- 3.1.4 The Fire Chief shall place all new hires within the approved salary band and report placement to the Board of Directors at the next scheduled Board meeting. The Fire Chief will make recommendations for annual adjustments for each employee within the specified ranges. The Board of Directors will review recommendations for approval. The annual adjustments, if approved, will generally be made effective July 1 of each fiscal year.
- 3.1.5 Individuals are eligible for movement with the established salary range during the performance evaluation process. During the performance evaluation process, an individual demonstrating the ability to consistently meet expectations for the position which results in accomplishments achieved during the review period are eligible for salary increases.

Article 3.2 – Hours of Work/Work Schedules

- 3.2.1 Employees assigned to work the “5/8” schedule will work five (5) days per week, eight (8) hours per day, their workweek will begin at 12:01 a.m. each Monday morning and end the following Sunday night at 12:00 p.m. midnight.
- 3.2.2 The hours of work are set by the Fire Chief or his/her designee and may be adjusted or modified at his/her discretion.

Article 3.3 – Overtime

- 2.3.1 Classifications identified as non-exempt under the Fair Labor Standards Act (FLSA) receive overtime for working more than forty hours in a designated work week.
- 2.3.2 Overtime will be paid at time and one-half base rate of pay or the regular rate of pay, if eligible under the Fair Labor Standards Act.
- 2.3.3 Overtime requires pre-authorization of a supervisor.

Article 2.4 – Defined Contribution Plan

- 2.4.1 District shall offer all full-time employees a 457(b) plan.

2.4.2 District shall offer all full-time employees a 401(a) plan. If employees make a minimum deposit of \$200 per month into the 457(b) plan then the District will also contribute 5% of that amount up to a maximum contribution of \$1000 per year into the 401 (a) plan.

SECTION 4 - LEAVES

Article 4.1 – Sick Leave

4.1.1 Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay to the extent of the employee's accumulated sick leave. Job related disability shall not be charged to the accumulated sick leave of the employee.

4.1.2 Full-time employees shall accumulate sick leave from the first day of employment at a rate of 14 hours per month and shall continue to do so until they have accumulated a maximum of 1200 hours.

4.1.3 Part-time employees shall earn the greater of 40 hrs. or 5 workdays of sick leave annually. Sick leave will be earned after 30-days of employment with the District and there is no carry over from year to year. There is no cash out value for hours earned during employment or at termination.

Article 4.2 – Sick Leave Procedure

4.2.1 In order to be eligible for sick leave with pay, an employee must:

- a. Report promptly to the Fire Chief or designee the reason for his/her absence;
- b. Keep the Fire Chief or designee informed on his/her condition if the absence is of more than three shifts duration;
- c. Permit the District to make such medical examinations as it may deem desirable; and,
- d. Upon request of the Fire Chief furnish satisfactory evidence of reason for leave upon return to duty from sick leave absences that are for three or more consecutive days.

Article 4.3 – Sick Leave Abuse

4.3.1 Abuse of sick leave benefit provisions by a District employee will constitute sufficient grounds for dismissal or such other disciplinary action as the Fire Chief deems appropriate.

Article 4.4 – Unused Sick Leave

4.4.1 Accrued and unused sick leave will not be cashed out upon separation from employment.

4.4.2 Employees who retire from the District may convert up to 1,200 hours of accrued and unused sick leave to CalPERS service credit, provided that the effective date of retirement from CalPERS is within 120 days of separation from the District.

Article 4.5 – Vacation

4.5.1 Every full-time non-represented non-safety employee shall be eligible for vacation with pay after six months continued service with the District up to the non-represented non-safety employee’s accrued amount.

3.5.2 Every full-time non-represented non-safety employee shall start to earn vacation allowance as of his/her first day of full-time employment.

3.5.3 Full-time non-represented non-safety employees shall earn vacation time at the rate of:

Time in Service	Annual Accrual
0 – 12 months	40 hours
12 – 24 months	60 hours
24 – 36 months	80 hours
36 – 48 months	100 hours
48 – 72 months	140 hours
72+ months	160 hours

4.5.4 When a full-time non-represented non-safety employee is separated from employment by resignation, death, retirement or discharge, he/she shall be compensated for all unused accumulated vacation time, at the regular hourly rate of pay at the time of separation.

4.5.5 The maximum accumulated total which may be carried in vacation time from one fiscal year to the next is 40 hours, remaining balance of vacation hours will be cashed out at the regular rate of pay.

4.5.6 Vacation use is subject to supervisor/department director approval.

4.5.7 When a full-time non-represented non-safety employee is separated from employment by resignation, death, retirement or discharge, he/she shall be compensated for all unused accumulated vacation time, at the regular hourly rate of pay at the time of separation.

4.5.8 Part-time non-represented non-safety employees may be granted time off without pay for vacation, upon the approval of the Fire Chief.

Article 4.6 – Holidays

4.6.1 The following annual holidays shall be recognized:

New Years Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Columbus Day	

4.6.2 For full-time non-represented non-safety employees, holidays shall have equal value to the regularly scheduled hours of work on the day the holiday is observed.

SECTION 5 – RETIREMENT BENEFITS

Article 5.1 – California Public Employees Retirement System (CalPERS)

5.1.1 Miscellaneous Tier 2:

For employees whose membership in CalPERS was on or before December 31, 2012 the following retirement benefits shall apply:

a	2% at 60	Govt. Code Sec. 21353
b	1959 Survivor – Level 4	Govt. Code Sec. 21571
c	Three-year Final Compensation	Govt. Code Sec. 20037
d	Sick Leave Credit	Govt. Code Sec. 20965

5.1.2 PEPRA Miscellaneous

For employees whose membership in CalPERS was on or after January 1, 2013 the following retirements benefits shall apply:

a	2% at 62	Govt. Code Sec. 27451
b	1959 Survivor – Level 4	Govt. Code Sec. 21571
c	Sick Leave Credit	Govt. Code Sec. 20965
d	Three year average benefit	Govt. Code Sec. 20037
f	Sick Leave Credit	Govt. Code Sec. 20965

5.1.3 PEPRA

For employees hired on or after January 1, 2013 the following retirement benefits shall apply:

a	PEPRA	
b	1959 Survivor – Level 4	Govt. Code Sec. 21382.5

c	Credit for Military Service Prior to Employment	Govt. Code Sec. 21024
d	Three year average benefit	Govt. Code Sec. 20037
f	Sick Leave Credit	Govt. Code Sec. 20965

5.1.4 Employer will pay no portion of the Member contribution which shall solely be paid by the Employee.

SECTION 6 – INSURANCES

Article 6.1 – Medical Coverage

6.1.1 Non-represented non-safety employees shall receive the same medical coverage as established by the Board of Directors for Local Safety Members. Part-time employees are not eligible for health benefits.

Article 6.2 – Long Term Disability (LTD)

6.2.1 Non-represented non-safety employees shall receive the same Long Term Disability (“LTD”) plan as established by the Board of Directors for Local Safety Members. Part-time employees are not eligible for LTD.

Article 6.3 – Life Insurance

6.3.1 The employer shall provide One Hundred fifty thousand (\$150,000) term life insurance. Part-time employees are not eligible for this benefit.

SECTION 7 – GRIEVANCES

7.1 Definition

A grievance or dispute is defined as an alleged violation of the express provisions of this document which personally and adversely affects the non-safety employee. A grievance shall not include any claim regarding the initiation or renewal of this document or the District’s decision to terminate any employee covered by this Resolution.

7.2 General Provision

All grievances shall be filed in writing within fifteen (15) days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.

7.2.1 A written statement of grievance shall identify the specific provision or provisions of this document alleged to have been violated. Also, a statement of grievance shall

set forth the specific factual information which gives rise to the filing of the grievance.

7.2.2 Time limits provided for herein may be extended through mutual written consent of the parties.

7.2.3 Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.

7.2.4 Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure. Each Party shall bear the cost of their own representative.

7.3 Procedures

The parties shall attempt to adjust all grievances on an informal basis between the employee and the Fire Chief.

7.3.1 If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for adjustment and/or decision. In order to be effective, the grievant's appeal to the Board of Directors regarding the grievance must be filed with the Board of Directors no later the five (5) days from the date on which the Fire Chief rendered his/her written decision. All written materials and rationale which are to be submitted by the grievant to the Board of Directors shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors.

Both the grievant and his/her representative and the Fire Chief shall be given an opportunity to argue their position on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant and representative and the Fire Chief shall be notified in writing of the Board's decision on the grievance within 60 days of the close of argument, if argument is requested, or 60 days of appeal if no argument is requested.

SECTION 8 – MANAGEMENT CLAUSE

Article 8.1

8.1.1 The Administrative Director and Fire Marshal shall be considered as management under the Fair Labor Standards Act of 1985, Title 29 United States Code.

8.1.2 The Administrative Director and Fire Marshal shall also be considered exempt employees

under California Law.

SECTION 9 – PROTECTIVE CLOTHING AND UNIFORMS

Article 9.1 – Protective Clothing and Uniforms

- 9.1.1 The District will provide uniforms to employees who are required to wear them while at work.
- 9.1.2 Uniform and/or appropriate business attire (as directed by supervisor or Chief Officer) shall be worn to work.

SECTION 10 – SAVINGS CLAUSE

Article 10.1

- 10.1.1 If any section, subsection, subdivision, sentence, clause or phrase of this document is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this document.
- 10.1.2 Nothing contained herein shall be construed to create any meet and confer rights, collective bargaining agreement or any other rights other than specifically state herein.

APPENDIX "A" – PAY SCHEDULE

Position	Full Time/Part Time	Minimum	Maximum
Administrative Assistant	Full Time	\$43,680	\$56,882