

**SAN MATEO CONSOLIDATED FIRE
DEPARTMENT RESOLUTION NO. RES-2019-003
APPROVING DEPUTY FIRE CHIEFS COMPENSATION PLAN**

WHEREAS, the Deputy Fire Chiefs are not represented by a bargaining group, and compensation is determined by the Board of Directors; and

WHEREAS, a consolidated compensation plan specific to the Deputy Fire Chiefs is being set forth in this resolution; and

WHEREAS, this is within the amount budgeted for salary increases for Deputy Fire Chiefs in the fiscal year 2018/2019 adopted budget;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT, RESOLVES that:

The Deputy Fire Chief Compensation Plan are approved as follows, and salaries as set forth in Exhibit A attached hereto.

SALARY

Successful employee performance is a key factor in determining compensation.

A three step salary range has been established for the Deputy Fire Chief classification. The current salary ranges are listed in Exhibit A. Salary placement is based upon performance review and experience.

TEMPORARY UPGRADE PAY

In the event the Fire Chief determines that it is necessary to assign a Deputy Fire Chief to perform all of the duties of a higher paid classification for two or more consecutive workweeks, he/she shall receive payment for the higher classification for the entire duration of the assignment. The Fire Chief shall set the salary within the established salary range. Except with the approval of the Fire Chief, a temporary upgrade assignment shall not continue for longer than one year.

When an employee performs a significant portion but not all of the duties of a higher paid classification, the employee may petition the Fire Chief for a differential in pay of up to 10%, to be determined by duties assigned for this work out of class.

EDUCATIONAL INCENTIVE PAY

A Deputy Fire Chief in possession of a BA Degree shall receive one hundred twenty dollars (\$120) per pay period. To be eligible for educational incentive pay, the Deputy Fire Chief must also complete a minimum of 24 hours of approved Level II or Level III California Fire Service Training and Educational System training or other equivalent formal training each year.

Equivalent formal training is defined as training pre-approved by the Fire Chief. Training must be designed to enhance the management skills of the Deputy Fire Chief. The failure of an individual to obtain the required training during a fiscal year shall then terminate educational incentive payment for that person in the following fiscal year. If the employee is unable to complete the training within the fiscal year due to situations clearly beyond his/her control, the Fire Chief may waive the requirement.

PERSONAL TRAINING

Deputy Fire Chiefs are encouraged to attend instructional programs, conferences and seminars as available in the Department's budget. If the cost to attend exceeds \$2,000, attendance must be pre-approved by the Fire Chief.

LEAVE ACCRUALS

Employees shall accrue vacation leave, sick leave and holiday leave on a pro-rata basis in proportion to regular hours on the payroll. Credit shall not be received for time off without pay. Vacation leave, sick leave, and holiday credits shall accrue from date of appointment

Absences of less than four hours shall not be deducted from leave balances. Employees are expected to work a minimum of 40 hours per week, with schedules that may vary from day to day based on workplace needs.

HOLIDAYS

The holidays to be observed are as follows:

- New Year's Day, January 1
- Martin Luther King, Jr. Day, January 15 or its legal substitute (third Monday in January)
- President's Day, February 22 or its legal substitute (third Monday in February)
- Memorial Day, May 31 or its legal substitute (last Monday in May)
- Independence Day, July 4
- Labor Day, first Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, fourth Thursday in November
- Day after Thanksgiving, fourth Friday in November
- Christmas Eve, December 24
- Christmas Day, December 25
- New Years' Eve, December 31
- Every day approved by the Board of Directors as a public holiday, public fast, or a day of mourning
- One (1) floating holidays to be taken on working days mutually agreeable to the employee and the department.

If a holiday falls on Sunday, the following Monday shall be observed. If a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on one's regularly scheduled day off, holiday time shall be granted.

In the event holidays fall while an employee is on vacation leave, such holidays shall not be charged as vacation leave.

Realizing that not all Deputy Fire Chiefs are able to take holidays when they fall, as determined by the Fire Chief, such managers shall be compensated for thirteen (13) holidays a year by being placed on a bi-weekly holiday factor. Holiday leave shall never accumulate to more than eighty (80) hours.

VACATION

Vacations are essential to the employee's welfare and they are granted by the Department to allow employees relaxation and rest from their duties. It is the policy of the Department not to allow the excess accumulation of vacation leave. All full-time employees shall be entitled to vacation leave with pay as provided below after completion of continuous service with the Department. The time at which an employee may take vacation shall take into consideration the needs of the Department.

Employees shall accrue a vacation allowance at the rate of 20 days per year for the first 12 years of service, 22.5 days per year for 13 through 23 years of service, and 25 days per year at the beginning of 24 years of service. The above allowances shall be pro-rated for employees beginning employment or leaving employment with the Department during a biweekly pay period.

The Fire Chief can provide new Deputy Fire Chiefs with a balance of up to 80 hours of vacation leave upon hire.

Deputy Fire Chiefs may not accrue more than two times (2x) their vacation leave.

Employees who leave employment shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned. Such compensation for prorated vacation of separated employees shall be paid by adding or deducting from his or her final paycheck.

VACATION SELL BACK

An employee may make an irrevocable election to sell back to the eighty (80) hours of accumulated vacation at the employee's established rate of pay per calendar year. At the time of election, the employee must already have taken a minimum of two (2) weeks' vacation in the preceding twelve (12) months.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated vacation during June of each year and the employee may receive a cash payment for up to 40 hours of accumulated vacation during November of each year for a maximum of 80 hours.

SICK LEAVE

The purpose of sick leave is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege which employees can exercise in the event of his/her bona fide illness or disability or in the event their presence away from work is essential because of illness, death or disability of their immediate family.

For full-time employees, leave shall be accrued at the rate of 3.7 hours for each biweekly pay period (12 days per year). Unused sick leave shall be accumulated. Any employee who is on paid leave shall continue to earn sick leave. An employee who is on leave without pay shall not accrue sick leave. Sick leave shall accrue during an absence due to a work related disability.

The Fire Chief new Deputy Fire Chiefs with up to 80 hours of sick leave upon hire. The Fire Chief is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Department. This may include the submission of a doctor's certificate with prior notice.

Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave, vacation, holiday, or executive leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's family member.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Employee family member means parent, spouse, domestic partner, son, daughter, domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.

Not more than six (6) days of such protected sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist in the opinion of the Fire Chief, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the worker's sick leave accumulation.

Family Care Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the Department will grant job protected unpaid family and medical leave to eligible workers for up to 12 weeks per rolling 12-month period.

Bereavement

In the event of a death in the immediate family, employees may take up to three (3) paid days (two (2) shifts for 56-hour employees). Bereavement Leave shall be tracked separately from Protected Sick Leave. In this context, immediate family shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister,

stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law or grandchildren.

DISABILITY LEAVE

The purpose of this Section is to continue the compensation of employees who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as employees of the Department. The Fire Chief is responsible for determining that only bona fide disability leave is taken.

For each disability, employees shall be allowed disability leave up to and including sixty (60) working days. Such disability leave shall be at full pay, less the amount paid by Workers' Compensation. Disability in excess of that provided in this Section shall be compensated for only under the provisions of the Workers' Compensation Act of the State of California

If the sixty (60) working days is exhausted, additional time off may be charged to sick leave with the following exception; employees shall not be charged sick leave for that portion of their salary for which temporary disability payments are received under the State Worker's Compensation Law.

Additional compensation may be awarded by Resolution of the Board of Directors to employees disabled or injured in line of duty, if recommended by the Fire Chief.

JURY LEAVE

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee notifies their Fire Chief immediately of the notice of jury duty.

MILITARY LEAVE

Military leave shall be granted by the Department in accordance with the provisions of State and Federal laws.

LEAVE OF ABSENCE WITHOUT PAY

Regardless of the combination of paid and unpaid leave used, a leave of absence shall not exceed twelve (12) months in duration, unless otherwise required by law.

Leaves of absence may be granted in cases of illness; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the Department. Any request for leave of absence shall be made in writing for review and approval by the Fire Chief.

LONG TERM DISABILITY INSURANCE

The Department shall provide long-term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits,

and payment of a monthly benefit equivalent to sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of full basic monthly salary less any deductible benefits.

RETIREMENT

Retirement benefits shall be compensated for under applicable legislation pertaining to the California Public Employees’ Retirement System (CalPERS).

Classic members, as defined in Section 7522.05 of the Government Code, with the 3% @ 50 Formula or 3% @ 55 Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. All local safety members hired on or after January 12, 2019 and new members of PERS hired on or after January 1, 2013 with the 2.7% @ 57 Formula pay 50% of the normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2.

EMPLOYEE RETIREMENT CONTRIBUTIONS

- Classic Employee will pay the entire employee’s share (9.0%)
- Effective January 13, 2019, employees will pay 4.0% of the Employer share for a combined total of 13.0%.
- Effective July 14, 2019, employees will pay 4.5% of the Employer share for a combined total of 13.5%.

Effective July 12, 2020 all employee will pay 50% of the normal cost/Classic employees’ maximum payment will be 14.0% (EE share and ER share).

FLEXIBLE BENEFITS PLAN

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS MEC whichever is greater, towards group medical insurance or No Plan) per month towards the flexible benefit plan.

	Effective January 2019	Effective January 2020	Effective January 2021	Effective January 2022
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$827	\$876	\$929	\$985
Employee +1	\$1,654	\$1,753	\$1,858	\$1,969
Family	\$2,152	\$2,281	\$2,418	\$2,563

- No Plan Eligibility - If an employee is eligible for alternative group medical insurance through a spouse or domestic partner’s employer-sponsored medical plan, or through a parent’s insurance, the employee may waive the Department’s medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the Department plan. If an

employee selects the No Plan option the Department's contribution shall be deposited to the employees deferred compensation account.

- Minimum contribution to be set at \$160 per month or the PERS MEC, whichever is greater. (this establishes the minimum retiree medical contribution at \$160 month)
- The maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family).
- If Local 2400 reopens the section regarding medical contributions, the Fire Chief or designee will meet with the Deputy Chief's to inform them of any modifications to the Local 2400 Flexible Benefit Department contributions and discuss the impacts of the modifications.
- If an employee selects a plan, other than Kaiser whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through pay roll deduction.
- If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's contribution shall be 10% of the selected plan's monthly premium.

Employees who opt out of health plan coverage through the Department must annually provide proof of insurance through a spouse, parent or state-registered domestic partner in order to be eligible for the "no plan" contribution amount.

LIFE INSURANCE

The Department shall provide \$200,000 life insurance and \$200,000 accidental death and dismemberment insurance without regard to membership in any health plan.

DENTAL INSURANCE

The Department shall provide for one hundred percent (100%) coverage on routine maintenance and eighty percent (80%) on minor and major dental work with a maximum payment of three thousand dollars (\$3,000) per eligible employee and covered dependent per year. A lifetime orthodontic benefit of three thousand five hundred dollars (\$3,500) shall be provided to eligible employee and dependents. The Department may self-insure to provide equal or better benefits.

VISION INSURANCE

Vision Benefits include an annual exam, lenses, and frames with an annual deductible of twenty-five dollars (\$25).

UNIFORM ALLOWANCE

The Deputy Fire Chief shall receive \$38.46 per pay period.

DAMAGE REIMBURSEMENT

Deputy Fire Chiefs shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in discharging duties under stress or strain where normal caution cannot be exercised.

DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)

Employees are eligible to participate in the Department-offered 457 deferred compensation plans. All contributions to deferred compensation plans and retirement health savings accounts are contingent upon compliance with state and federal rules and regulations.

On All employees in the Unit will be enrolled in the RHS Account. The monthly contributions shall be by all employees and the Department shall make contributions on behalf of all employee

Months of Service	Department Contribution	Employee Contribution
1 – 72	2.0%	1.0%
73 – 131	2.0%	1.0%
132 – 191	2.5%	2.0%
192 – 239	3.0%	2.0%
240 – 299	3.5%	2.5%
300+	4.0%	2.5%

Months of Service is defined as continuous service with the Department only. It does not include service time with City of San Mateo, Belmont Fire Protection District or City of Foster City/Estero Municipal Improvement District.

Separation pay shall be contributed to this account in accordance with the Plan design. Any employee separating within the term of this contract will have all of his/her eligible accrued leave balances paid out into his/her RHS account. The administration costs of maintaining this RHS account will be borne by the Department.

PROFESSIONAL DUES

Upon request, the Department shall pay a reasonable amount for membership dues for one professional organization for each employee.

PERFORMANCE EVALUATIONS

Employee performance goals are set early in the evaluation year. A mid-year review of the employee's progress towards completing the performance goals should occur. A written evaluation shall be completed by the supervisor and reviewed with the employee at the end of the evaluation year.

PROBATIONARY PERIOD

The probationary period is the length of time required for an employee to become proficient in his/her position, and for the Fire Chief to adequately judge the proficiency. The standard probationary period shall be twelve months, but the Fire Chief may shorten or lengthen it by up to six months depending on the proven proficiency of the probationer.

CONTINUOUS SERVICE

Continuous service shall mean service since original appointment with the Department, excluding any time prior to a break in service. One (1) year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation leave. Neither military leave nor leave of absence without pay shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one month shall not be included when computing length of continuous service for vacation purposes.

EXECUTIVE LEAVE

Battalion Chiefs shall be credited with executive leave on a pay period basis (the actual accrual rate shall be 3.7 hours per pay period).

Executive leave shall be taken at the discretion of the Employee contingent upon approval by the Fire Chief or his/her designee.

An employee shall not accumulate more than 80 hours of executive leave.

Employees may make an irrevocable election to receive cash payment for up to eighty (80) hours of accrued executive leave.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than eighty (80) hours of executive leave. An employee must have the designated number of accumulated executive leave hours available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated executive leave during June of each year and the employee may receive a cash payment for up to 40 hours of accumulated executive leave vacation during November of each year for a maximum of 80 hours.

REEMPLOYMENT

Any permanent employee, separated from a position through resignation and without fault of delinquency on their part, may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the requirements for employment. Reemployed employees shall be subject to a probationary period, and may receive credit for former employment in the determination of the amount of vacation allowance, sick leave, other benefits and their salary step.

DISCIPLINARY ACTION

Employees who are safety personnel covered by the Firefighter Bill of Rights (FBOR) shall continue to have those rights afforded them.

Provisions regarding discipline and discharge are found in the Department Personnel Rules.

Exhibit A: Salary

Effective September 9, 2018, the Deputy Fire Chiefs shall receive monthly salaries for their respective positions at a step within the monthly ranges indicated below.

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2410	DEPUTY FIRE CHIEF	E	STEP 1	96.25	7,699.62	16,682.51	200,190.12
			STEP 2	101.06	8,084.60	17,516.63	210,199.56
			STEP 3	106.11	8,488.83	18,392.47	220,709.64

Salary is based on a 40-hour work week.

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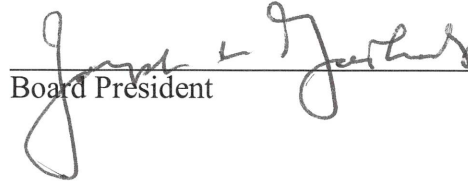
PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 9th day of January, 2019, by the following vote:

- AYES: **Goethals, Lieberman, Perez**
 NOES:
 ABSENT:
 ABSTAIN:

ATTEST:



Board Secretary



Board President

APPROVED AS TO FORM:



General Counsel

