

COMPENSATION AND BENEFITS PLAN
FOR
MANAGEMENT EMPLOYEES

Effective January 13, 2019

AND

Expires June 30, 2020

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FISCAL YEARS 2018 – 2020

COMPENSATION AND BENEFITS PLAN FOR MANAGEMENT EMPLOYEES

The San Mateo Consolidated Fire Department (hereinafter called "Department") provides the following wages, hours, and other terms and conditions of employment to its Management Group (hereinafter called "Management Group," "Management Employees", or "Employees") as described in this Compensation and Benefits Plan (hereinafter called the "Plan").

ARTICLE I. WAGES AND BENEFITS

Section 1.01 - Wages

Effective January 13, 2019, wages for the Management classes and the monthly pay ranges and steps shall be as established in Attachment A

Effective the first full pay period in July 2019, wages for the Management classes and the monthly pay ranges and steps shall increase by an amount equal to two and one half percent (2.5%) of the January 2019 wages.

Section 1.02 - Step Increases

Employees should have the opportunity to move through their salary ranges based on performance and length of service. Toward this end, employees who maintain acceptable performance levels shall be eligible for step increases as follows.

Upon the satisfactory completion of six (6) months of the required probationary period, a merit increase to the next higher step in the salary range shall be granted to eligible Employees. Each twelve (12) months thereafter upon the anniversary of such first merit increase, and until the maximum pay range established for their job class has been reached, each Employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step. Provided, however, that the Employee shall not receive annual merit increases beyond the maximum step of the salary range for the established job class.

Section 1.03 - Retirement

The Department contracted with the Public Employees Retirement System (P.E.R.S.) to all local miscellaneous members hired on or after January 13, 2019, and all new miscellaneous Employees a retirement formula in accordance with the Public Employees' Pension Reform Act (PEPRA) to enroll in the 2% @ 62 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-

month period. This new retirement tier applies to a) all local miscellaneous members hired on or after January 13, 2019, and b) a new members. A new member is (a) someone who has never been in P.E.R.S. or a reciprocal retirement system or (b) someone previously in P.E.R.S. or a reciprocal retirement system, but who has a gap of at least six (6) months since being covered by any of those pension systems. P.E.R.S. refers to employees hired before January 1, 2013 as classic members.

Miscellaneous Employees Hire Date	Retirement Benefit Formula
"Classic Member" after 1/13/2019	2.0% @ 62
"New Member" on or after 1/1/2013	2.0% @ 62

Miscellaneous Management Employees P.E.R.S. contributions shall be administered in accordance with Internal Revenue Code Section 414(h)(2).

The Department shall contract with P.E.R.S. to provide the 4th Level of 1959 Survivor Benefits.

The Department shall continue to contract with P.E.R.S. to provide the Military Service Credit.

Section 1.04 - Probationary Period

Probationary Period - The initial probationary period for new Employees shall be for a period of not less than twelve (12) months of actual service, unless an Employee has already served a twelve (12) month probationary period in another class in this Employee unit. In such case, the probationary period shall be for a period of not less than six (6) months of actual service.

Section 1.05 - Department Provided Vehicles and Vehicle Allowances

Employees using a Department vehicle must sign a "Vehicle Use Declaration & Acknowledgement Form."

Employees required to use their personal vehicle for Department business shall be reimbursed for all miles driven at the rate set for automobile use by the IRS.

Section 1.06 - Flexible Benefits Plan

The Department shall offer a Flexible Benefits Plan and make monthly contributions as an Employee benefits allowance for allocation to a health plan, dental plan, optional vision plan, health and/or dependent care reimbursement account as follows:

Monthly Flexibly Benefit Contribution
(Includes MEC)

	Effective January 2019	Effective January 2020	Effective January 2021	Effective January 2022
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$819	\$860	\$929	\$985
Employee +1	\$1638	\$1720	\$1,858	\$1,969
Family	\$2132	\$2240	\$2,418	\$2,563

- 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 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.
- 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’s plan. The Department’s No Plan contribution shall be made to the employee’s defer compensation account.

Flexible Benefit Plan participants shall assume the third party administration costs of the plan. A plan participant is defined as any person for whom the third party administrator charges a fee.

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 above.

Section 1.07 - Dental Insurance

The Department will provide employees in the bargaining unit dental coverage for themselves and their dependents.

Section 1.08 - Vision Insurance

The Department will provide a Vision Care Plan for each member of the bargaining unit and eligible dependents.

Section 1.09 - Long Term Disability

The Department shall pay the full amount to provide Long Term Disability (LTD) insurance for Management Employees.

Section 1.10 - Life Insurance

The Department shall pay the full premium amount necessary to provide \$50,000 term life insurance policy plus the same amount of Accidental Death and Dismemberment (AD&D) insurance for each Employee.

Section 1.11 - State Disability Insurance

The Department, if requested by the employees shall participate in the State Disability Insurance program (SDI) The cost to participate will be paid by the employees. Any benefits received under this program will be automatically integrated with any available sick leave. Once sick leave is exhausted, employees may integrate the SDI benefits with unused vacation leave or administrative leave. Integrated payments shall not exceed the employee's base rate of pay.

Section 1.12 - Deferred Compensation Plan

The Department shall offer a voluntary deferred compensation plan available to all Management Employees in accordance with Internal Revenue Code section 457. The plan year for Employee contributions to the 457 Plan is the calendar year, January 1 to December 31. The maximum voluntary contribution to any Employee's account shall be that amount established by law.

Section 1.13 - Pay for Temporary Assignment

An Employee appointed to a higher paid classification on an acting basis shall be paid at the first step of the higher pay range or at the step which is not less than 5% more than his/her current pay, provided the duration of the assignment is for 30 days or more and for purposes other than vacation relief and all of the duties of the higher paid class are performed.

Section 1.14 - Employee Assistance Program (EAP)

The Department will provide employees with an Employee Assistance Program (EAP) at no cost to the employee.

Section 1.15 - Professional Development/Fitness Club (Gym) Memberships

The Department will reimburse, upon presentation of the proper documentation as outlined below, up to \$200 per fiscal year (July 1 through June 30 of the following year) for the following items:

Professional Development: appropriate receipts for professional development expenses which may include the following: the cost of certificate programs, seminars, workshops, conferences; professional, civic, or community organizations; management-related books, tapes, or training programs. Reimbursement for such expenses must be approved in advance by the Fire Chief and/or designee. These expenses must be career/job related, and not provided through any other budgetary means such as the Department-wide training fund or departmental travel/meeting funds.

Fitness Club (Gym) Membership: appropriate receipts for fitness club (gym) membership expenses including membership fees and monthly dues, class fees or any other fees paid to the fitness club (gym) or any other provider. Reimbursement of any fitness club (gym) expense under this Section 1.16 is subject to Federal, State and Medicare taxes in accordance with IRS regulations.

ARTICLE II. HOLIDAYS

Section 2.01 – Department Holidays

The following holidays are observed by the Department:

- 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

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

With regard to the holidays on Christmas Eve (December 24) and New Years' Eve (December 31) should either date fall on a Saturday or Sunday, the preceding Friday shall be observed. In the case where Christmas Day and/or New Years' Day are observed on Friday, the corresponding Eve holiday shall be observed on Thursday.

In addition to the above listed holidays, employees shall receive one (1) Floating Holiday to be taken after one (1) year of service, at any time convenient to the Department and the employee. Floating Holidays will only be usable as time off and may not be paid out

upon separation from the Department. Floating Holidays must be used in the calendar year in which they are accrued and may not be carried over into a subsequent calendar year.

ARTICLE III. VACATION AND OTHER LEAVES

Section 3.01 - Vacation Accrual & Use

Employees eligible for vacation shall accrue vacation leave in accordance with the following schedule.

Vacation Accrual

Years of Service	Hours per Pay Period	Maximum Hours	Days per Year
6 month through 3	3.39	176	11 working days
4 through 9th	4.93	256	16 working days
10 through 15th	6.46	336	21 working days
16 through 25 th	7.08	368	23 working days
26 +	7.69	400	25 days

Employees shall accrue vacation leave only as it is earned. New Employees shall not be eligible to use any vacation leave, however, until after completion of their initial six months of employment.

The Fire Chief or his/her designee may grant a new Management Employee a starting accrual rate of 16 days up to 4 years of service at which time normal accrual shall begin. This does not apply to promotional Employees.

Employees shall not accumulate more than the equivalent of two annual vacation accruals. An Employee who accumulates vacation in excess of two annual vacation accruals shall not accrue additional hours until the balance is below the maximum amount pursuant to this section.

Employees may cash out accrued vacation leave in June (up to a maximum of 40 hours) and/or November (up to a maximum of 40 hours) per calendar year. Vacation cash out requests must be submitted prior to December 31 in the year prior to the calendar year in which the vacation cash out is received. An Employee is eligible for this cash out option only if he/she has used at least forty eight (48) hours of vacation leave in the twelve (12) month period immediately preceding the cash out request, retains a minimum accrued vacation leave balance of eighty (80) hours after the requested cash out. Payroll records will be used to determine whether or not an Employee has taken the required forty eight (48) hours of vacation leave.

Vacation use may be deferred by the written approval of the Fire Chief or designee when in the best interests of Department and the Employee.

It is the responsibility of the Employee to review the vacation accrual balance printed on

his/her paycheck stub to ensure that he/she uses his/her vacation within three accrual years unless deferment is requested and obtained from the Fire Chief as provided.

Employees may use accrued vacation in one (1) hour increments, subject to Fire Chief or designee approval.

Section 3.02 - Executive Leave

Employees shall be credited with executive leave on a pay period basis (the accrual rate shall be 3.7 hours per pay period). Employees may receive pay in lieu of time off for up to forty (40) hours of accrued, but unused executive leave. In order for an employee to receive pay in lieu of time off an employee must submit their request for pay by December 31, of the year prior to the year in which the compensation will be received. Employees can receive compensation for up to 20 hours of Executive leave in June and up to 20 hours of Executive leave in November.

An employee shall not accumulate more than 80 hours of Executive Leave.

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

Section 3.03 - Recognition Leaves

Performance Component

Employees are eligible to receive a maximum of five (5) days of paid leave per fiscal year in recognition of exemplary performance.

Leave may be granted in any increment between one (1) day and five (5) days to individuals or to work teams for such reasons as a single outstanding achievement, consistently above standard job performance, or other extraordinary efforts on behalf of the Department and approved by the Fire Chief.

This leave must be taken as paid time off in the fiscal year in which it is granted. This leave has no cash value and is not compensable upon termination of employment with the Department.

Section 3.04 - Funeral/Bereavement Leave

Regular and probationary Employees shall be entitled to up to three (3) working days of funeral/bereavement leave for each occurrence of death of an immediate family member. Requests for funeral/bereavement leave of up to three (3) working days and for any additional time beyond the standard leave of three (3) working days must be approved by the Fire Chief or designee. Immediate family shall mean spouse (including state-registered domestic partners), children of either spouse, either parent, brother or sister, Employee's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law. Other relatives and significant persons may be included with the approval of the Fire Chief or designee. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.

Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

Section 3.05 - Sick Leave Accrual & Use

Management Group Employees shall accrue sick leave at a rate of 3.7 hours per paid period for each month that the Employee is in paid status. There shall be no maximum accumulation of sick leave.

Employees may utilize unused sick leave to care for members of the immediate family and/or household members who have suffered an illness or injury in accordance with State law.

Family sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Fire Chief or designee, to vacation or administrative leave where the presence of the employee elsewhere is essential because of illness, or disability of immediate members of his/her family. Immediate family member means parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. No more than half of the Employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, compensatory time off, etc.).

Employees may be entitled to request additional leave pursuant to Federal and State Family Leave laws.

The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each Employee will be periodically reviewed by the Fire Chief or designee. Department standards will be communicated and applied to evaluate the individual use of this benefit. An improvement plan may be developed and implemented by the Fire Chief or designee, considering factors such as Employee circumstances, the operational impact of unscheduled absences, the obligation to provide consistency within the department, and the responsibility of managers to set a good example for other employees of the Department.

Employees covered by this Plan are eligible to participate in a catastrophic leave donation program in accordance with the Department's Catastrophic Leave Donation Policy.

Section 3.06 - Industrial Disability Leave

The Department will provide full pay for the initial sixty (60) work days to Employees who suffer industrial disabilities and are on authorized disability leave. During this period, the Employee will accrue benefits and the Department will continue to contribute to benefits as usual. The Employee shall pay their usual portion of the benefits. Workers' Compensation benefits will be integrated and checks endorsed to the Department by the Employee. No use of sick leave will be required during the first sixty (60) work days months.

After the first sixty (60) work days of Industrial Disability Leave, until the Employee is determined to be able to return to work or permanent and stationary and unable to return to work, the Employee may integrate Workers' Compensation benefits with unused sick leave to assure no loss of compensation. The continuing eligibility for employee benefits will be determined in accordance with insurance contracts, State and Federal law, and Department policy after the first sixty (60) work days.

Section 3.07 - Educational Release Time

Employees shall be permitted to take job-related educational classes during on-duty hours within reasonable limits with approval of the Fire Chief or designee.

Section 3.08 - Personal Leave of Absence

The Fire Chief may grant a permanent employee a leave of absence without pay or benefits for a period not to exceed ninety (90) days. Requests for such leave shall be in writing and shall be approved in advance by the Fire Chief in writing.

Section 3.09 - Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay, provided, however, the employee must remit to the Department all fees received except those specifically allowed for mileage and expenses.

Section 3.10 - Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

Section 3.11 - Catastrophic Leave

Catastrophic leave Program is in Appendix B.

ARTICLE IV. - DURATION

This Plan shall take effect on January 13, 2019, and remain in effect until June 30, 2020.

Attachment A

FY 2017 – 2018 Pay Plan

Effective July 1, 2018, wages for classes represented by the Management Group shall be listed below:

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2106	BUSINESS MANAGER	E	STEP 1	54.98	4,398.46	9,530.00	114,360.00
			STEP 2	57.45	4,596.02	9,958.04	119,496.48
			STEP 3	60.04	4,803.18	10,406.88	124,882.56
			STEP 4	62.74	5,019.08	10,874.67	130,496.04
			STEP 5	65.56	5,244.68	11,363.48	136,361.76
2108	MANAGEMENT COORDINATOR	NE	STEP 1	35.38	2,830.15	6,132.00	73,584.00
			STEP 2	37.15	2,971.85	6,439.00	77,268.00
			STEP 3	39.01	3,120.46	6,761.00	81,132.00
			STEP 4	40.96	3,276.46	7,099.00	85,188.00
			STEP 5	43.00	3,440.31	7,454.00	89,448.00
2023	MGMT ANALYST I	NE	STEP 1	39.57	3,165.56	6,858.71	82,304.52
			STEP 2	41.37	3,309.31	7,170.18	86,042.16
			STEP 3	43.20	3,455.91	7,487.80	89,853.60
			STEP 4	45.15	3,611.97	7,825.93	93,911.16
			STEP 5	47.16	3,772.76	8,174.31	98,091.72
2022	MGMT ANALYST II	E	STEP 1	43.45	3,475.78	7,530.86	90,370.32
			STEP 2	45.42	3,633.72	7,873.07	94,476.84
			STEP 3	47.44	3,795.46	8,223.50	98,682.00
			STEP 4	49.58	3,966.64	8,594.39	103,132.68
			STEP 5	51.79	4,143.49	8,977.57	107,730.84
2481	EMERGENCY PREPAREDNESS COORD	E	STEP 1	44.54	3,563.19	7,720.25	92,643.00
			STEP 2	46.56	3,725.12	8,071.09	96,853.08
			STEP 3	48.64	3,890.91	8,430.31	101,163.72
			STEP 4	50.83	4,066.40	8,810.54	105,726.48
			STEP 5	53.10	4,247.70	9,203.36	110,440.32
2141	EMS CLINICAL EDUCATION SPECST	E	STEP 1	47.79	3,822.87	8,282.89	99,394.68
			STEP 2	49.94	3,995.01	8,655.86	103,870.32
			STEP 3	52.17	4,173.77	9,043.16	108,517.92
			STEP 4	54.52	4,361.97	9,450.93	113,411.16
			STEP 5	57.01	4,560.59	9,881.28	118,575.36
2078	FLEET & FACILITIES MANAGER	E	STEP 1	56.91	4,552.77	9,864.34	118,372.08
			STEP 2	59.55	4,756.76	10,306.31	123,675.72
			STEP 3	62.14	4,970.96	10,770.41	129,244.92
			STEP 4	64.93	5,194.42	11,254.58	135,054.96
			STEP 5	67.86	5,429.02	11,762.87	141,154.44

Appendix B

CATASTROPHIC LEAVE DONATION POLICY

I. PURPOSE

This policy has been developed to assist employees who have exhausted paid leave balances due to a serious/catastrophic or debilitating illness, injury or condition, affecting their own ability to work or requiring the employee's absence to provide care for an immediate family member (spouse, children of either spouse, either parent, brother or sister, employee's grandparents, grandchildren, mother or father-in-law or brother or sister-in-law). Other relatives and significant persons may be included with the approval of the Fire Chief.

II. DEFINITION

A catastrophic illness or injury is defined as an illness or injury that has been diagnosed by a licensed physician, requiring an extended period of treatment or recuperation or which has a significant risk to life or life expectancy. This policy may be used in conjunction with the Federal and State Family Leave laws.

III. CRITERIA FOR DONATING AND RECEIVING LEAVE DONATIONS

Employee Receiving Donated Leave

An employee is eligible to receive donated leave under the following conditions:

- a) employee must be a regular full or part time employee;
- b) employee must have exhausted all paid leave balances;
- c) employee must have a catastrophic illness as previously defined (may also be sustained by a family member including a spouse, child or parent);
- d) employee must be prevented from returning to work for at least 30calendar days and be eligible for long-term disability benefits or family leave;
- e) employee cannot receive leave when his/her employment status would prevent continuation of active leave benefits;
- f) the medical prognosis for the condition includes a reasonable expectation that proper care and rehabilitation will result in the return of the employee to full duties.

Employee(s) Donating Leave

An employee is eligible to donate accrued sick or vacation leave under the following conditions:

- a) employee must be a regular full or part time employee;
- b) employee must retain a minimum balance of 100 hours of sick leave and 100 hours of vacation after donating;
- c) employee must donate a minimum of four (4) hours.

IV. CONDITIONS

- a) participation by regular employees (both donating or receiving) shall be voluntary;
- b) leave may be donated only when there is a catastrophic illness as defined above;

- c) donated leave shall be converted in the following manner: the donating employee's hours shall be converted to a dollar amount using base salary, then re-converted to the receiving employees hours using base salary;
- d) once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the leave hours donated;
- e) donated leave cannot be used for longer than twelve (12) months, when donated leave is exhausted, or a change in employment status occurs whichever comes first.

V. PROCEDURES

a) For donating employees:

- 1) A donating employee completes the donation form and sends it through the approval process to Human Resources. Once approved, Payroll will use the date and time approved to track the donation. Donated leave will be credited to the receiving employee from donating employees in chronological order by the date submitted for approval and used only as needed. If there are simultaneous requests to donate, the hours needed will be evenly divided between donating parties.
- 2) The Human Resources and the Fire Chief or designee must approve the donation prior to submission to Payroll for final processing.

b) For receiving employees:

- 1) The receiving employee must be eligible and willing to receive the donated sick or vacation leave. The medical details of the need for the donated leave are up to the receiving employee to share and will be kept confidential, unless otherwise advised in writing by the receiving employee.
- 2) Once the employee's own leave balances have been exhausted and/or the family leave period has expired, the employee may receive donated leave in lieu of long term disability benefits to remain on paid status. While on paid status, Department benefits will continue.
- 3) A receiving employee may not receive donated leave that allows a continuing leave of absence status if a decision would have otherwise been made concerning the employment status of the employee.