

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

Firefighter Trainee

Compensation and Benefits Plan

Effective January 13, 2019 to June 30, 2022

FIREFIGHTER TRAINEE Compensation and Benefits Plan

The San Mateo Consolidated Fire Department (hereinafter called “Department”) provides the following wages, hours, and other terms and conditions of employment to Firefighter Trainees – as described in this San Mateo Consolidated Fire Department Firefighter Trainee Compensation and Benefits Plan (hereinafter called the “Plan”).

1. Definitions

As used in this Plan, an employee is an employee working “at will” on a full time basis. An “at will” employee is defined as an employee who is not in the competitive service, serves at the pleasure of the Fire Chief and may be removed from service at any time, with or without cause. “At will” employees are not entitled to a hearing upon termination.

2. Salary and Classification

Salary Rates

The salary rates for all classifications are listed in Appendix A.

Starting Salary

Employees are normally hired at the bottom of the salary range unless they are exceptionally qualified and a higher starting salary approved by the Fire Chief.

Step or Salary Increases

A salary increase is based upon a review and evaluation of the Employee’s job performance as specified in Section 6. Employees must receive at least a satisfactory rating, as indicated on the Evaluation Form, in order to be considered for a salary increase.

Step increases may be granted when incumbent Employees are assigned additional responsibilities and/or when they have obtained additional knowledge/coursework pertaining to the job responsibilities.

All changes in compensation will become effective on the first payroll following the effective date of the compensation change.

3. Work Week

The regular workweek for employees occupying full-time positions in classifications other than for personnel assigned to fifty-six (56) hours per week shall consist of eighty (80) hours in each two-week pay period. In this Agreement,

the term "Forty-hour employee" or references to forty (40) hour employees shall include personnel assigned to an eighty (80) hour schedule in each two (2) week pay period. The typical work week for a "forty-hour employee" is five (5) consecutive days of eight (8) hours per day. Alternate work schedules may be provided with the approval of the Fire Chief or his/her designee.

4. Overtime Pay

40 Hour Work Week - Employees are eligible for overtime pay at time and one-half their regular rate of pay when required to work more than a 40-hour week. An employee's workweek shall begin at 12:01 a.m. Sunday and ends at 11:59 p.m. the following Saturday, unless otherwise designated by the Fire Chief.

56 Hour Work Week - "Overtime" shall be those hours in excess of one hundred eighty-two (182) hours (or other maximum number of hours established by the Department of Labor for employees engaged in fire protection activities within a twenty-four (24)-day period, as designated by the Department in accordance with FLSA, or one hundred sixty-eight (168) hours for Fire Prevention personnel.

5. Benefits

A. CalPERS Retirement Benefits - Retirement benefits shall be provided under applicable legislation pertaining to the Public Employees' Retirement System. The Department currently provides the following retirement benefits:

- a. 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service for a) all local safety members hired on or after January 12, 2019 and b) "new" members hired on or after January 1, 2013.
- b. Classic employees are responsible to pay the entire employee share (9.0%)

B. Employee Contributions - Effective January 13, 2019, employees shall pay 4.0% of the PERS employer rate (for a total PERS contribution of 13.0%), in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

Effective July 14, 2019, classic members shall pay 4.5% of the PERS employer rate (for a total PERS contribution of 13.5%), in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

Effective July 12, 2020, classic members and new members hired on or after January 1, 2013 shall pay 50% of the total normal cost rate, with a cap of 14%

for Classic members, in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

The contributions toward employer rate shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the Department at any time for any reason. The contributions toward employer rate will be pre-tax under 414(h)2. In the event the Internal Revenue Service determines these contributions cannot be done pre-tax, the Department will move forward with a PERS contract amendment under Government Code Section 20516(a) as soon as administratively feasible. If the agreement to cost share under Government Code 20516(f) reduces or limits an employee's benefit base or reportable compensation to PERS during the term of this MOU, the Department agrees to reopen on this item upon the Unit's request.

C. PERS Health Benefits

CalPERS Eligible Employees may participate in the CalPERS health programs and will receive the minimum contribution required under the Public Employees' Medical Care and Hospital Act (PEMCHA) and Affordable Care Act (ACA). In addition, if a CalPERS Eligible Employee elects to enroll in a CalPERS health plan, the employee will receive a monthly group benefit allowance equal to one hundred percent (100%) of the current monthly group benefit allowance established for full-time Department employees set forth in Compensation and Benefit Plan which covers the employee's job classification. However, if a CalPERS Eligible Employee does not enroll in a CalPERS health plan, the employee is not eligible for and will not receive any of the "No Plan" group benefit allowance.

D. Sick Leave

Eligibility:

Employees who work for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked (including overtime), paid at the Employee's regular wage rate. Accrual begins on the first day of employment up to a maximum accrual of twenty-four (24) hours per twelve (12) month fiscal year (July 1 to June 30).

Accrued sick leave may be carried over to the following fiscal year. The maximum accrual is forty-eight (48) hours.

Usage:

An Employee may use accrued paid sick leave in one-half hour increments beginning on the 90th day of employment for himself/herself or a family member

for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault or stalking. Family member includes a child, parent, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. An Employee may use a maximum of twenty-four (24) hours or three (3) days of accrued paid sick leave per fiscal year.

If the need for paid sick leave is foreseeable, the Employee shall provide reasonable advance notice to his/her supervisor. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for the leave as soon as practicable. Fire Chief or designee may require employees to support the use of paid sick leave with a physician's note for each absence regardless of the leave duration. Fire Chief or designee shall certify all approved or unapproved paid sick leave and maintain accurate records of paid sick leave use to determine the possible abuse of leave.

An employee will not be paid or otherwise compensated for any unused, accrued sick leave at the end of his/her employment relationship with the Department. If an employee is rehired within one (1) year of his/her termination date, his/her previously unused, accrued sick leave bank will be reinstated.

E) 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.

F) Vision Insurance

The Department shall provide vision insurance for the eligible employee and covered dependents. Vision coverage shall provide annual exams, lenses and frames with a twenty-five dollars (\$25.00) annual deductible.

G) Life Insurance/Accidental Death and Dismemberment

The Department shall provide the following benefits or their equivalents:

- a. Two hundred thousand dollars (\$200,000) Life insurance.
- b. AD&D two hundred thousand dollars (\$200,000) accidental death and dismemberment.

6. Performance Evaluations

Employees who regularly work are to be given a performance evaluation six months after the date of hire and annually thereafter. Continued improvement and efficient and effective service will warrant a salary step increase.

Upon written justification and Fire Chief or designee approval, an Employee who demonstrates EXCEPTIONAL leadership ability and job performance may be given a merit raise before meeting the time requirements set forth above, if he/she displays outstanding job performance.

7. Duration:

This Plan shall take effect on January 13, 2019 and remain in effect until June 30, 2022.

Appendix A

Salary Schedule
Effective January 13, 2019

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	40.22	3,217.85	6,972.01	83,664.12
			STEP 2	42.04	3,363.55	7,287.70	87,452.40
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	28.73	3,217.85	6,972.01	83,664.12
			STEP 2	30.03	3,363.55	7,287.70	87,452.40