

**SAN MATEO CONSOLIDATED  
FIRE DEPARTMENT**

**GENERAL EMPLOYEE**

**Compensation and Benefits Plan**

**Effective July 1, 2020**

**AND**

**Expires June 30, 2023**

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

**GENERAL EMPLOYEE**

**Compensation and Benefits Plan**

**July 1, 2020 - June 30, 2023**

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**COMPENSATION AND BENEFIT PLAN  
FOR  
GENERAL EMPLOYEES**

**July 1, 2020 to June 30, 2023**

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

**WAGES AND OTHER COMPENSATION**

Section 1 - Wages and Retirement

There are no salary increases scheduled in 2020 or 2021.

Effective July 10, 2022, wages for all classifications in Appendix A shall be increased by 0-3%. The amount of increase will be determined by Fire Board no later than June 17, 2022 and will be based on the Department's ability to pay.

1.1 The Department contracted with the Public Employees Retirement System (PERS) to provide employees with a retirement formula that conforms to the Public Employees' Pension Reform Act (PEPRA). The retirement formula for new employees is 2% at 62 with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This retirement tier applies to a) all local miscellaneous members hired after January 13, 2019, and b) new members. A new member is (a) someone who has never been in PERS or a reciprocal retirement system or (b) someone previously in PERS 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. PERS refers to employees hired before January 1, 2013 as classic members.

PERS Retirement Formulas

<b>Miscellaneous Employees Hire Date</b>	<b>Retirement Benefit Formula</b>
"Classic Member", as defined by Section 7522.05 of the Government Code hired 1/13/2019	2.0% @ 55
All members hired by Department after 1/13/2019 or "New Members" hired on or after 1/1/2013	2.0% @ 62

1.2 Employee contributions to PERS shall be administered in accordance with Internal Revenue Code Section 414 (h)(2).

1.3 The Department has contracted with PERS to provide the 4th Level of 1959 Survivor Benefits.

- 1.4 The Department shall continue to contract with PERS to provide the Military Service Credit.
- 1.5 The Department has contracted with PERS for sick leave conversion to service credit upon retirement.

### Section 2 – Merit Step Increases

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

Upon satisfactory completion 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 the 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 3 – Probationary Period

The probationary period for new employees shall be for a period of not less than twelve (12) months of actual service. The length of the promotional probationary period shall be for a period of not less than six (6) months of actual service. If a promotional probationary employee is rejected at any time, the employee will maintain the ability to return to his/her previous job if the position is still vacant, as provided in the Department Personnel Rules and Regulations (hereinafter referred to as Department Personnel Rules).

### Section 4 - Pay for Work in Higher Class

- 4.1 In order to receive additional compensation for performing duties assigned to a higher job class, all the following conditions must be met:
  - a. The higher job class must be vacant or filled by another employee who is absent;
  - b. The employee must receive prior written approval from the Fire Chief or his/her designee before performing such duties;
  - c. The employee must be assigned to perform all the duties of the higher job class; and
  - d. The duration of the assignment shall be for a minimum of five (5) consecutive full working days in that higher job class. Pay shall be retroactive to the first day.
- 4.2 An employee who believes he/she is performing all the duties of a vacant position or an absent employee in a higher class, but has not received prior written approval from the Fire Chief or his/her designee shall immediately notify the Fire Chief or his/her designee in writing.

Compensation for performing duties assigned to a higher job class shall be paid at the first step of that higher class or at a step which is not less than 5% more than the employee's current rate, whichever is more, provided the maximum pay step is not exceeded. The pay

rate established for work in a higher class shall be considered the straight rate of pay for an employee so assigned.

- 4.3 The maximum amount of time required to work out of class shall not exceed three (3) months. No employee shall be required regularly to perform the duties of another classification except in an emergency situation.

#### Section 5 - Work Week

- 5.1 The work week shall be forty (40) hours within seven (7) consecutive days. Employees shall be scheduled to work on regular work shifts, with regular starting and quitting times. The standard work week consists of eight (8) hour days five (5) days per week. Alternatively, and at the discretion of the Fire Chief, eligible employees may work a 9/80 work schedule under which employees work nine (9) hour days four (4) days per week, plus one eight (8) hour day once every two weeks. The work week under the 9/80 schedule is defined as 40 hours per week and will begin four (4) hours after the start time of each employee's eight (8) hour day.
- 5.2 An employee who is required to work in excess of a regularly scheduled workday shall not be required to reduce another regularly scheduled work week in whole or in part to compensate for that additional time worked
- 5.3 Hours Off Between Shifts: Nothing herein shall prohibit department management from occasionally adjusting regular shift work hours by up to four hours earlier or later or days of a regular shift due to a special event or circumstance with at least 48 hours advance notice to the affected employee(s). For example, the 7:00 am to 4:30 pm regular shift could be adjusted to 5:00 am to 2:30 pm or 10:00 am to 7:30 pm.

When employees are scheduled to work shifts which have been changed, to accommodate business needs of the Department, eight (8) hours of off-duty time will be scheduled between shifts. If eight (8) hours of time between shifts cannot be granted, all time worked on the second shift shall be paid at the overtime rate of time-and-one-half. Any off-duty time necessary to provide eight (8) hours between shifts will be paid at straight time.

Hours off between shifts shall also apply to employees attending training, meetings, conferences or any other job-related event in which an employee is required to be present.

#### Section 6 - Premium / Additional Pays

- 6.1 Overtime and Compensatory Leave - An employee who is required to work in excess of the regular working hours during any one work day or who is required to attend a meeting not held during regular working hours (e.g., Fire Board meeting), shall be compensated by overtime pay at the rate of one and one-half times the employee's straight rate of pay or by compensatory time off at the rate of one and one-half times the hours worked.
- 6.2 All work in excess of regular working hours shall be subject to prior approval of the Fire Chief or his/her designee.
- 6.3 Compensatory Leave Accrual - No employee shall be allowed to accumulate more than 120 hours of compensatory leave (80 straight hours worked).

- 6.4 Callback Pay – An employee recalled to work outside of and not continuous with an employee’s regularly scheduled hours of work shall be paid a minimum of two hours at the rate of one and one-half times the employee’s regular straight-time rate of pay. An employee shall not receive additional two-hour payments for multiple callbacks that occur within one two-hour period. Pay shall include hours worked only and shall exclude any travel time.
- 6.5 Court-Time Pay - Employees subpoenaed to court in their capacity as an employee of the Department during off-duty hours shall receive a minimum of four (4) hours paid at a rate of time and one-half. However, if the scheduled court appearance falls within one hour prior to the commencement of his/her scheduled shift, or within one hour after the end of his/her scheduled shift, the employee shall receive a maximum of two (2) hours paid at a rate of time and one-half.
- 6.6 Special Assignment Pay – An employee who performs a substantial portion of specially assigned work that includes lead worker duties including supervising staff, special projects, or other work which may be deemed to be working outside of one’s specified job classification, that is otherwise not considered to be working in a higher class as specified in Section 4, shall be eligible to receive up to a 10% differential above the employee’s regular base pay rate, subject to the prior approval of the Fire Chief or his/her designee. The special assignment must be for a period of not less than two weeks.
- 6.7 Each premium pay shall be based on the employee's straight time rate of pay per hour.

Section 7 - Flexible Benefits Plan

- 7.1 Through December 31, 2020, the Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution of CalPERS PEMHCA Minimum Employer Contribution (MEC), whichever is greater) toward group medical insurance or no plan:
- Monthly Flexible Benefit Contribution (Includes MEC)
    - No Plan \$380
    - Employee Only/Single Rate \$876
    - Employee Plus One/Two-Party Rate \$1,753
    - Family Rate \$2,281
- 7.2 As of January 1, 2021 and each January during the term of this Agreement, the Department’s contribution to the Plan will be adjusted to 100% of the Kaiser Region One health plan Single rate, 90% of the Kaiser Region One health plan Two-Party rate, and 90% of the Kaiser Region One health plan Family rate offered under the PEMHCA contract. As of January 1, 2021, the Department’s contribution toward No Plan (to be deposited into employee’s 457 Deferred Compensation Plan account) will be adjusted to \$160 per month and will remain at that amount during the term of this Agreement.
- 7.3 Minimum contribution to be set at \$160 per month or the CalPERS MEC (Minimum Employer Contribution), whichever is greater. (This establishes minimum retiree medical contribution at \$160 per month.)

- 7.4 The Department's contribution for part-time merit employees working less than forty hours per week shall be prorated. The Department's payment for No Plan will be similarly prorated for part-time merit employees working less than forty hours per week.
- 7.5 If an employee selects a plan, whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the monthly premium that exceeds the amounts listed above through payroll deduction.
- 7.6 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 deferred compensation account.
- 7.7 The Department will assume the third-party administration costs for participation in the health and/or dependent reimbursement plans. A plan participant is defined as any Employee for whom the third-party plan administrator charges a fee.
- 7.8 Family members include state-registered domestic partners and their dependents as recognized by the State of California.

#### Section 8 - Dental Insurance

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

#### Section 9 - Vision Insurance

The Department will provide employees in the bargaining unit a Vision Care Plan for themselves and eligible dependents.

#### Section 10 - Long Term /Accident 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 up to a maximum salary allowed by the plan, less any deductible benefits.

#### Section 11 - Life Insurance Premium

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 12 - Employee Assistance Program (EAP)

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

### Section 13 - Voluntary Deferred Compensation Program

Employees shall be eligible to participate in the Department voluntary deferred compensation program in accordance with Internal Revenue Code Section 457 (457 Plan). Information about the 457 Plan options is available on the Department's Shared Drive or SharePoint. 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 14 – Professional Development Reimbursement

Within ninety (90) days of adoption of this Plan, the Department will finalize a Tuition Reimbursement Policy to assist employees in attending accredited college courses, formally approved short courses or trainings, or courses to obtain certificates and/or licenses, which relate to their current duties or otherwise increase their potential for advancement in the Department. Employees will be eligible for up to \$1,000 per fiscal year.

## **HOLIDAYS AND LEAVES**

### Section 15 - Official Department Holidays

15.1 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.

- 15.2 Every day approved by the JPA Board of Directors as a public holiday, public fast, thanksgiving or day of mourning.
- 15.3 In addition to the above listed holidays, after completing one (1) year of continuous merit full time service, employees shall earn one (1) Floating Holiday each year to be used at any time convenient to the Department and the employee. Once employee has designated the date they choose to use this floating holiday, employee will notify the HR and Payroll staff by email. 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 within one year of being granted.
- 15.4 Holidays shall have a compensatory value of eight (8) hours for each full holiday.
- 15.5 If a holiday falls on an employee's regularly scheduled day off, holiday time of eight (8) hours shall be granted, regardless of employee's regularly scheduled hours for that day. Depending on their work schedule, employee may need to utilize hours of discretionary leave to make up the different between eight (8) hours and their regularly scheduled hours for that day.
- 15.6 An employee who is required to work on an authorized holiday shall be granted holiday leave or compensated at the rate of one and one-half times the hours worked. For purposes of determining eligibility for premium pay for work on a holiday, the authorized holiday shall be defined as the day observed by the Department as an official holiday in accordance with this section, or as the actual date of the holiday, but not both.

Section 16 - Vacation Accrual and Use

Employees shall accrue vacation in accordance with the following schedule:

16.1 Vacation Accrual

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

- 16.2 Employees shall accrue vacation leave only as it is earned. Employees may use accrued vacation in no less than one half hour (1/2 hour) increments, subject to the Fire Chief or designee approval.
- 16.3 Vacation Accumulation - 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 maximum amount pursuant to this section.

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. Requests for deferring vacation use must be presented to the Fire Chief or designee 60 days before the maximum accrual is reached.

It is the responsibility of Employees to review the vacation accrual balance printed on each paycheck stub to ensure that he/she uses vacation within two accrual years unless deferment is requested and obtained from the Fire Chief or designee as provided herein.

Employees may cash out up to a maximum of eighty (80) hours of accrued vacation leave per calendar year. Employees may designate to cash out up to forty (40) hours in June and up to forty (40) hours in November. 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 previous twelve (12) month period prior to making the request. Vacation cash out requests must be submitted to the Fire Chief or designee no later than December 31 of the year prior to the year in which the cash out of vacation is made. Payroll records will be used to determine whether or not an Employee has taken the required forty-eight (48) hours of vacation leave.

#### Section 17 – Funeral / Bereavement Leave

- 17.1 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 his/her designee. Immediate family shall mean spouse, state-registered 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. Other relatives and significant persons may be included with the approval of the Fire Chief. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.
- 17.2 Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

#### Section 18 - Sick Leave Accrual and Use

- 18.1 Sick leave shall be accrued at a rate of 3.7 hours per pay period for each pay period that a probationary or regular employee is in paid status. There shall be no maximum accumulation of sick leave. Sick leave shall be allowed and used only in cases when the employee is too sick or disabled to safely and effectively perform his/her duties, for medical or dental treatment, or as authorized for family illness and injury as outlined in Section 18.2; and as an income supplement to workers' compensation benefits. In order to receive sick leave compensation while absent, an eligible employee who is unable to report to work due to illness or injury shall notify his/her supervisor, either in person or by voice mail, prior to or within one (1) hour after the time set for reporting to work.

- 18.2 Protected 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 discretionary 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, as defined in California Labor Code 245(c).
  - An employee who is a victim of domestic violence, sexual assault or stalking.
- 18.3 No more than six (6) days of such protected sick leave shall be granted in any one calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief or his/her designee, the employee may be granted a reasonable extension of the six (6) day limit. Any additional leave so granted shall be charged against the employee's accumulated sick leave.
- 18.4 Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.
- 18.5 The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each Employee will be periodically and routinely reviewed by management. Department standards will be communicated and applied to evaluate the individual use of this benefit. An improvement plan may be developed and implemented with approval of the Fire Chief or designee, considering factors such as Employee's circumstances, the operational impact of the unscheduled absences and the obligation to provide consistency within the department.
- 18.6 Employees are eligible to participate in a catastrophic leave donation program (See Appendix B).
- 18.7 The Department contracts with PERS for sick leave conversion to service credit upon retirement. Sick leave hours will be not be paid out to employee upon any separation.

#### Section 19 - Industrial Disability Leave

- 19.1 The Department will pay full pay for the initial sixty (60) workdays to non-Safety 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. Employee will pay the usual portion of benefits.

Workers' Compensation benefits will be integrated and checks endorsed to the Department by employee. No use of sick leave will be required during the first sixty (60) workdays.

- 19.2 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) workdays.

### Section 20 - 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 21 - 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 22 – Personal Leave of Absence

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

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 and approved by the Fire Chief.

#### State Disability Insurance Leave of Absence:

For approved leaves of absence covered by the State Disability Insurance (SDI) Program, employees shall integrate their accrued sick leave with SDI. Upon exhaustion of accrued sick leave, employees may elect to use accrued executive leave, holiday leave, and vacation leave or retain said accrued leave time for use upon return to employment.

#### Non-State Disability Insurance Leave of Absence:

For all other approved leaves of absence, employees may elect to use accrued sick leave (provided eligible for sick leave), executive leave, holiday leave, and vacation leave, or retain their accrued leave time for use upon return to employment.

Employees who do not return to their employment on or before the date of expiration of their leave shall be deemed separated from the Department as of such date of expiration, subject to due process.

### Section 23 – State Disability Insurance (SDI)

Within ninety (90) days of the effective date of this agreement, the Department will enroll this group in the State Disability Insurance program (SDI). The cost to participate (1.0% of salary up to the maximum annual salary as set by EDD which is \$122,909 as of 2020) will be paid by the employee. 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 holiday leave. Integrated payments shall not exceed the employee's base rate of pay.

## Section 24 - Other Leave Provisions

Other provisions regarding leaves are found in the Department Personnel Rules.

## **GRIEVANCE PROCEDURE**

### Section 25 - Grievance Procedure

- 25.1 A grievance is any dispute which involves the interpretation or application of any of the provisions of this document, existing Department Personnel Rules, or other existing ordinances, resolutions, policies or practices which directly relate to a regular Employee's wages, hours and other terms and conditions of employment, including but not limited to such disciplinary actions as discharge, suspension and demotions.
- 25.2 The following matters are specifically excluded from consideration under the grievance procedure:
- a. Determination and application of the procedures, qualifications, and standards of employment;
  - b. Budget and capital expenditures;
  - c. Items not subject to meet and confer;
  - d. Performance evaluations;
  - e. Any items that are a managerial right;
  - f. Items that are expressly designated in this document as not subject to grievance.

Employees are encouraged to use the problem resolution processes as a first step in resolving disputes; however, should employees choose to pursue a formal grievance, the Grievance Procedure outlined in Department Personnel Rules shall apply

## **LAYOFF PROCEDURE**

### Section 26 – Definition

Layoff shall mean the separation of employees from the active work force due to lack of work or funds, organization or duty changes, or the abolition of positions by the Board of Directors.

### Section 27 - Notice to Employees

Regular full-time, regular part-time and probationary employees shall receive written notice stating the reason for a layoff a minimum of sixty (60) days prior to the date of expected layoff. With such notice, the Employee shall be informed of the procedure to be followed and the rights to which he/she is entitled. The Fire Chief or designee shall make every effort to allow employees who will be laid off reasonable time to seek other employment.

### Section 28 - Layoff Order and Procedure

- 28.1 In the event of the need for layoffs, employees will be laid off in the following order:
- a. Seasonal
  - b. Temporary
  - c. Part-time

- d. Probationary
- e. Regular Part-time
- f. Regular Full-time

28.2 Layoff shall be based on seniority of initial hire/anniversary date as defined in the Department Personnel Rules and/or this Compensation and Benefit Plan.

An employee shall have the right to displace an employee in a classification in his/her unit, for which he/she meets the minimum qualifications and over whom he/she has seniority.

The laid off employee who has successfully displaced another employee shall be placed in his/her chronological position of seniority in the new class. Employees identified for layoff who have seniority (displacement) rights to equal or lower paying classifications must declare their intention to exercise these rights at least twenty-five (25) days prior to layoff, otherwise displacement rights will automatically terminate. Employees of another representation unit may not be displaced. (An employee who declares seniority rights may not also claim priority employment rights for other vacant positions pursuant to Section 29 Priority Employment Rights.) Employees laid off as a result of another employee's exercise of seniority rights shall not be entitled to an additional thirty (30) days' notice, but the minimum notice shall be fourteen (14) days.

#### Section 29 - Priority Employment Rights

29.1 After all employees have exhausted their displacement rights pursuant to Section 28 above, any vacant positions remaining in the unit may be filled by employees meeting the minimum qualifications of such positions on the basis of total Department seniority, except that no employee may fill a vacant position which is at a higher salary range than that from which he/she was originally laid off.

29.2 When all laid off employees within a unit have fully exercised their priority employment rights under 29.1 above, employees remaining on layoff shall be entitled to transfer into positions outside the representation unit for which they possess the minimum qualifications pursuant to Department Personnel Rules.

#### Section 30 - Reemployment Lists

30.1 An employee shall be placed on the Reemployment List for any classification from which laid off and any classification previously held in the unit. Employees shall be ranked on such lists in order of total Department seniority.

30.2 A laid off employee who has fully exercised his/her rights pursuant to 29.1 above shall be entitled to be placed on the Reemployment Lists for classifications outside the representation unit, only pursuant to Department Personnel Rules.

#### Section 31 - Status of Laid Off Employees

Layoff for regular and probationary employees is considered a leave of absence without pay (See Section 34) until an employee resigns. Termination occurs at the end of the life of a reemployment list. Layoff is not the same as termination unless the employee chooses to terminate in lieu of being placed on a reemployment list.

### Section 32 - Fringe Benefits

In the event of layoff, a regular full-time or probationary employee may continue to participate in the employee insurance plans until termination of reemployment lists or resignation if premiums are paid in full by employee and the contract permits. Agreement to pay premiums must be in writing.

Other fringe benefits will cease on the last day on payroll. Sick leave and vacation accruals will cease on the last day on payroll.

Contributions to PERS will cease on the last day on payroll. Employees should request options for their PERS contributions from the PERS Office.

Payment for unused vacation time will be made in a lump sum following the last pay period that includes hours worked or at a later date if desired.

### Section 33 – Reemployment

The Department will send notice of reemployment by certified mail to the last address of record but has no responsibility to attempt to trace an employee if such notice is not delivered by the Post Office. It is the responsibility of the employee who has been laid off to keep the Department informed as to his/her current address and telephone number. Employee has ten (10) working days in which to notify the Department by mail, telephone or otherwise, regarding intention to return to position offered. If at the end of ten (10) working days from date of notice, no response has been received from employee on layoff, Department will be entitled to fill positions in the following order: (a) the laid off employee next in line for recall, if available for work, until the reemployment list is exhausted, and then; (b) by the normal recruiting process. An employee on layoff shall have the right to refuse an offer of reemployment without forfeiting the right to reemployment or his/her place on the list. If the employee on layoff fails to respond within ten (10) working days of mailing of two separate written offers of reemployment sent by certified mail, the employee shall forfeit the right to reemployment pursuant to the terms of this Layoff Procedure and his/her name shall be removed from the reemployment list.

In order to expedite the reemployment process, the Department may notify more than one employee simultaneously, indicating the order of priority to each person.

The right to reemployment is contingent upon the ability of the employee to meet the physical and other requirements of the position to which the employee is being returned.

### Section 34 - Status of Rehired Employees

Regular and probationary employees rehired within 12 months following layoff shall be considered as having been on leave of absence without pay. If rehired within 12 months, the employee shall be credited with prior service for purposes of vacation accrual and seniority. This means the employee will return to his/her previous status for accruing benefits but does not accrue benefits during the layoff period. Employees rehired to a regular position shall retain the sick leave balance at time of layoff unless he/she received payoff for said sick leave.



### Section 35 - Anniversary Date of Rehired Employees

Layoff time which exceeds 30 days shall cause the anniversary date of the employee to be adjusted commensurate with the length of absence from work.

### Section 36 - Pay of Rehired Employees

An employee rehired into the classification from which originally laid off shall be paid at the current rate for that classification and at the pay step held at the time of layoff.

An employee rehired into a classification previously held but not that from which originally laid off shall be paid at the current rate for that classification and at the pay step which most closely approximates, but does not exceed, the pay step held in the classification from which originally laid off.

An employee rehired into a classification not previously held shall be paid at the current rate for that classification and at a pay step approved by the Fire Chief.

### Section 37 - Medical Examination for Rehires

To be rehired, an employee must pass a medical examination. At the time of layoff, exit interviews will be conducted, which will include a medical checklist for the employee to complete; complete recovery from workers' compensation injuries must be testified to.

## **MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT**

### Section 38 - Access to Personnel Files

Employees have the ability to access their personnel file and request removal of documents, pursuant to Department Personnel Rules.

### Section 39 - Job Specifications

An employee may request a copy of his/her job description from Department. Job descriptions are also available on the Department website.

### Section 40 - Transfer, Promotion, Demotion

Provisions regarding transfer, promotion, and demotion are found in the Department Personnel Rules.

### Section 41 – Discipline, Discharge

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

### Section 42 – Seniority

421 Seniority is based on hire/anniversary date as defined in the Department Personnel Rules.

422 Seniority will be a factor in determining promotions and vacations.

423 Employees who separate from employment due to a catastrophic leave illness, in accordance with the Catastrophic Leave Policy, and after having exhausted their leave provisions in accordance with Federal and State law, who are subsequently rehired by the Department in the same or equivalent position within 12 months of separation from employment, will have their previous seniority reinstated to the time which they stopped accruing seniority.

#### Section 43 - Temporary Employees

Provisions regarding temporary employees are found in the Department Personnel Rules.

#### Section 44 - Duration

This Plan shall take effect on July 1, 2020 and remain in effect until June 30, 2023.

## APPENDIX A

### Classifications Covered

Classifications included in this Plan:

Administrative Assistant

Administrative Technician

Emergency Services Specialist

Office Assistant I/II

## **APPENDIX B**

### **Catastrophic Leave Donation**

#### **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, state-registered domestic partner, 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 30 calendar 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 employee's 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 Department 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.