

RESOLUTION NO. RES-2022-017

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MATEO CONSOLIDATED FIRE DEPARTMENT
APPROVING REVISIONS TO THE DEPUTY FIRE CHIEFS'
COMPENSATION & BENEFITS 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 revised compensation and benefits plan for the Deputy Fire Chiefs was approved by resolution at the January 13, 2021 Fire Board meeting; and

WHEREAS, this compensation and benefits plan is the base document for both salary and benefits as well as leaves, seniority and other provisions of employment provided by the department; and,

WHEREAS, as part of the department's reorganization approved by the Board of Directors at the May 25, 2022 board meeting, this compensation and benefits plan must be revised to incorporate the removal of the Division Chief job classification: and,

WHEREAS, staff has also identified several housekeeping and grammatical edits necessary within the prior plan document; and,

NOW, THEREFORE, the Board of Directors of the San Mateo Consolidated Fire Department, resolves as follows:

1. Approve revisions to the Deputy Fire Chiefs Compensation and Benefits Plan.

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 based on a forty-hour work week and are listed on the salary schedule. 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 Year's Eve, December 31
- Every day approved by the Board of Directors as a public holiday, public fast, or a day of mourning

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. With regard to the holidays on Christmas Eve (December 24) and New Year's 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 Year's Day are observed on Friday, the corresponding Eve holiday shall be observed on Thursday.

If a holiday falls on an employee's regularly scheduled day off, holiday time of eight (8) hours shall be granted, regardless of the 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 difference between eight (8) hours and their regularly scheduled hours for that day.

Employees required to work on an observed holiday shall be granted holiday leave or paid at the employee's established rate of pay. The employee shall be allowed to select the type of compensation granted.

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

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.

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 can provide 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, registered domestic partner, son, daughter, registered 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. Bereavement Leave shall be tracked separately from Protected Sick Leave. In this context, immediate family shall be defined as: spouse, 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, grandparents, spouse's grandparents, son-in-law, daughter-in-law or grandchildren.

INDUSTRIAL DISABILITY LEAVE

Any permanent or probationary employee covered by this document who has suffered any disability arising out of and in the course of their employment, as defined by the Workers' Compensation Laws of the State of California shall be entitled to temporary disability benefits in accordance with Labor Code 4850, along with other benefits as provided by the California Labor Code.

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.

RETIREMENT

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

Deputy Chiefs considered to be classic members, as defined in Section 7522.05 of the Government Code, are responsible to pay the entire employee share (9.0%). These Deputy Chiefs would have the "classic" retirement formula of 2% at 50, 3% @ 50, or 3% @ 55 that they were receiving from one of the three originating agencies as of January 13, 2019.

Deputy Chiefs considered to be new members, as defined by Section 7522.05 of the Government Code and CalPERS, shall pay 50% of the total normal cost rate. These Deputy Chiefs would have the PEPRA formula of 2.7% @ 57.

The contributions toward employer rate will be pre-tax under 414(h)2.

EMPLOYEE RETIREMENT CONTRIBUTIONS

- Deputy Chiefs will pay 50% of the normal cost.
- Deputy Chiefs considered to be a classic members will have maximum payment of 14.0% (employee share and employer share).
- The contribution 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 even 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 Section 20516(f) reduces or limits an employee's benefit base or reportable compensation to PERS, the Board of Directors

may consider amending this language.

FLEXIBLE BENEFITS PLAN

Department contribution toward health coverage and provision for employees who opt out of coverage will be equal to benefits listed in the Battalion Chief Compensation and Benefits Plan/MOU.

LIFE INSURANCE

The Department shall provide life insurance and accidental death and dismemberment insurance without regard to membership in any health plan, equal to coverage provided in the Battalion Chief Compensation and Benefits Plan/MOU.

DENTAL INSURANCE

The Department shall coverage equal to that provided in the Battalion Chief Compensation and Benefits Plan/MOU.

VISION INSURANCE

Vision Benefits shall provide benefits equal to those provided in the Battalion Chief Compensation and Benefits Plan/MOU.

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.

All employees in the Unit will be enrolled in the RHS Account. The monthly contributions will be as listed below:

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 Fire Chief 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 of less than two (2) pay periods 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

Deputy 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 each year

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.

**Exhibit A:
Salary**

Salary as of May 25, 2022:

Job Code	Exempt or Non-Exempt	Steps	Hourly	Biweekly	Monthly	Annually
2410 Deputy Fire Chief	Exempt	Step 1	\$108.89	\$8,711.31	\$18,874.51	\$226,494.12
		Step 2	\$113.79	\$9,103.32	\$19,723.87	\$236,686.44
		Step 3	\$118.91	\$9,512.97	\$20,611.44	\$247,337.28

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 25th day of May, 2022, by the following vote:

AYES: **Goethals, Lieberman, Awasthi**

NOES:

ABSENT:

ABSTAIN:

ATTEST:



Acting Board Secretary



Joe Goethals (May 25, 2022 18:02 PDT)

Board President

APPROVED AS TO FORM:



William D. Ross, General Counsel