

**RESOLUTION NO. RES-2022-018**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING REVISIONS TO THE FIRE CHIEFS' COMPENSATION & BENEFITS PLAN**

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

WHEREAS, at the October 8, 2019 Fire Board meeting, the salary schedule ranges for the Fire Chief classification was approved; and

WHEREAS, an updated consolidated compensation plan specific to the Fire Chief is being set forth in this resolution; and

WHEREAS, this is within the amount budgeted for salary increases for Fire Chief in the fiscal year proposed 2022-23 budget;

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

The Fire Chief Compensation Plan is approved as follows, and salary as set forth in Exhibit A attached hereto.

**SALARY**

Successful employee performance is a key factor in determining compensation.

A three-step salary range has been established for the Fire Chief classification. The current salary ranges are based on a forty-hour work week and listed in Exhibit A. Salary placement is based upon performance review and experience.

**PERSONAL TRAINING**

The Fire Chief is 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 Board.

**LEAVE ACCRUALS**

Fire Chief 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. Employee is expected to work a minimum of 40 hours per week, with schedules that may vary from day to day based on workplace needs.

## **HOLIDAYS**

The holidays to be observed are as follows:

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

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

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

## **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. The Fire Chief 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.

Employee 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 employee beginning employment or leaving employment with the Department during a biweekly pay period.

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

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

## **VACATION SELL BACK**

The Fire Chief may make an irrevocable election to sell back to the Department 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. Elected hours not requested for distribution (sell back) by December 1 will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

### **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 Board may credit a new Fire Chief with up to 80 hours of sick leave upon hire.

The Chief Administrative Officer 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 requirement 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 Chief Administrative Officer, 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, employee 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, grandparent, spouse's grandparent, 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 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 Chief Administrative Officer.

### **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 the Chief Administrative Officer 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 Chief Administrative Officer.

### **RETIREMENT**

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

A Fire Chief considered to be a classic member, as defined by Section 7522.05 of the Government Code, is responsible to pay the entire employee share (9.0%). This Fire Chief 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.

A Fire Chief considered to be a new member, as defined Section 7522.05 of the Government Code and CalPERS, shall pay 50% of the total normal cost rate. This Fire Chief would have the PEPR formula of 2.7% @ 57.

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

**EMPLOYEE RETIREMENT CONTRIBUTIONS**

- Fire Chief will pay 50% of the normal cost.
- Fire Chief considered to be a classic member will have maximum payment of 14.0% (employee share and employer share).

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 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 equal to benefits listed in the Battalion Chief Compensation and Benefits Plan/MOU.

**MANAGEMENT INCENTIVE PAY**

Fire Chief shall receive a differential of 6% of base pay.

**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 provide coverage equal to that provided in the Battalion Chief Compensation and Benefits Plan/MOU.

**VISION INSURANCE**

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

**UNIFORM ALLOWANCE**

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

**DAMAGE REIMBURSEMENT**

Fire Chief 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.

Fire Chief will be enrolled in the RHS Plan. The monthly contribution 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 Chief Administrative Officer and reviewed with the Fire Chief at the end of the evaluation year.

**PROBATIONARY PERIOD**

The Fire Chief is an at-will position and serves at the direction of the Fire Board.

**CONTINUOUS SERVICE**

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

**EXECUTIVE LEAVE**

Fire Chief shall be credited with executive leave on a pay period basis at the rate of 3.7 hours per pay period. An employee shall not accumulate more than eighty (80) hours of executive leave. Executive leave shall be taken at the discretion of the Employee.

**Exhibit A:  
Salary**

Salary as of May 25, 2022:

Job Code	Exempt or Non-Exempt	Steps	Hourly	Biweekly	Monthly	Annually
1150 Fire Chief	Exempt	Step 1	\$116.64	\$9,330.87	\$20,216.89	\$242,602.68
		Step 2	\$122.47	\$9,797.41	\$21,227.73	\$254,732.76
		Step 3	\$128.59	\$10,287.29	\$22,289.12	\$267,469.44



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PASSED AND ADOPTED as a resolution of the Board of Directors of the San Mateo Consolidated Fire Department at the regular meeting held on the 25<sup>th</sup> day of May, 2022, by the following vote:

AYES: **Goethals, Lieberman, Awasthi**

NOES:

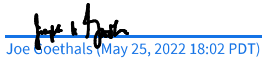
ABSENT:

ABSTAIN:

ATTEST:



Acting Board Secretary

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

Board President

APPROVED AS TO FORM:



William D. Ross, General Counsel