



## Agenda

**San Mateo Consolidated Fire Department  
Board of Directors  
Special Meeting  
Thursday, December 1, 2022 –5:00 P.M.**

Consistent with Government Code Section 54953, this meeting will be conducted both in person and also via Zoom Teleconferencing to promote public participation at public meetings while maintaining compliance with local, state, and federal guidelines and social distancing recommendations for the containment of the coronavirus. Department officials and members of the public are invited to attend and give public comment either in person or via teleconference. Comments may also be submitted prior to the meeting by email to: [nmorales@smcfire.org](mailto:nmorales@smcfire.org)

**To Attend in-person** – Foster City EOC, 1040 East Hillsdale Blvd., Foster City, CA 94404

**To Observe and Participate via Video Teleconference** –

Register in advance for this Zoom webinar:

[https://us06web.zoom.us/webinar/register/WN\\_sazBfZTnSJWN6R7FXi8Dzg](https://us06web.zoom.us/webinar/register/WN_sazBfZTnSJWN6R7FXi8Dzg)

**1. OPENING**

- 1.1. Call to Order & Determination of a Quorum
- 1.2. Pledge of Allegiance
- 1.3. Roll Call

**2. AGENDA CHANGES**

*The Chair/Board Member may change the order of the Agenda or request discussion of a Consent Item. A member of the public may request discussion of a Consent Item by emailing the Board Clerk Nicole Morales at [nmorales@smcfire.org](mailto:nmorales@smcfire.org) prior to Public Comment.*

**3. PUBLIC COMMENT**

Public Comment is limited to 15 minutes, with a maximum of three (3) minutes per speaker. If you wish to address the hearing body, please notify the Department as soon as practical by emailing the Board Clerk of the Fire Board at [nmorales@smcfire.org](mailto:nmorales@smcfire.org). If you are addressing the Board of Directors on a non-agenda item, the Board of Directors may, but is not required to, briefly respond to statements made or questions posed as allowed by the Brown Act (GC 54954.2). The Board of Directors may refer items to staff for attention, or have a matter placed on a future Board of Directors Meeting, for more comprehensive action or report.

**4. CONSENT**

- [4.1](#) Approval of Fire Board Meeting Minutes from October 12, 2022.
- [4.2](#) Report from Closed Session of October 12, 2022.

**5. CLOSED SESSION**

- 5.1. Conference with Management regarding Compensation & Benefits Plans pursuant to Government Code Section 54957.6

**Agency Designated Representative(s):** Drew Corbett, Chief Administrative Officer

**Employee Organization(s):** Battalion Chief and the Executive Group of Fire Chief, Deputy Fire Chief, and Business Manager Employees

## **6. RETURN FROM CLOSED SESSION**

- 6.1. A written report summarizing any reportable action from Closed Session will be prepared and made available consistent with Government Code Section 54957.1, and will also be included in the Board Packet for the next Board meeting.

## **7. NEW BUSINESS**

- [7.1](#) Resolution Authorizing Use of Hybrid Remote Teleconferencing for Meetings of the Department Board of Directors Consistent with AB 361's Amendments to the Ralph M. Brown Act.
- [7.2](#) Adopt a Resolution to amend the Compensation and Benefit Plans for the Battalion Chiefs, Deputy Fire Chiefs and Fire Chief employee groups.

## **8. REPORTS AND ANNOUNCEMENTS**

- 8.1. Board Members and Department Management Staff will have an opportunity to make announcements.

## **9. ADJOURNMENT**

I, Nicole Morales, Board Clerk of the San Mateo Consolidated Fire Department, hereby declare that the foregoing Agenda was posted in compliance with the Brown Act prior to the meeting date.

*In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Fire Board Clerk at (650) 522-7900 no less than 72 hours prior to the meeting. Notification in advance of the meeting will enable the Fire Department to make reasonable arrangements to ensure accessibility to this meeting.*

*Copies of documents distributed at the meeting are available in alternative formats upon request. Any writing or documents provided to a majority of the Board regarding any item on this Agenda will be made available for public inspection at the Department Fire Administration Office located at 1040 E. Hillsdale Blvd., Foster City, CA 94404, during normal business hours. In addition, most documents will be posted on the Department's website at <https://www.smcfire.org/meeting-dates-agendas-minutes/>*



**Meeting Minutes**  
**San Mateo Consolidated Fire Department**  
**Board of Directors Regular Meeting**  
**Wednesday, October 12, 2022 – 4:00 P.M.**  
**Hybrid Remote Teleconference Meeting**

**1. OPENING**

The meeting was called to order at 4:00 pm by Board Chair Goethals.

**1.3. Roll Call**

**Board Members Present:** Goethals, Lieberman & Froomin

**Board Members Absent:** Awasthi

**2. AGENDA CHANGES**

There were no agenda changes.

**3. PUBLIC COMMENT**

None

**4. CONSENT**

Board Member Lieberman commented on item 4.3 'Adopt a resolution authorizing the sale of two fire engines' requesting confirmation that the engines are worth more than normal due to market values. Chief Thrasher commented his authority of approval is limited to \$25,000 and the market is indicating the engines value higher.

Board Member Froomin made a motion to approve the Consent calendar, which was seconded by Board Member Lieberman. The Board Secretary took a roll call vote, and the Consent calendar items were approved 3-0.

**5. NEW BUSINESS**

**Item 5.1 Resolution Authorizing Use of Hybrid Remote Teleconferencing for Meetings of the Department Board of Directors Consistent with AB 361's Amendments to the Ralph M. Brown Act.**

Adopt a Resolution finding that continued emergency conditions persist due to the ongoing COVID-19 pandemic and that meetings will be held as "hybrid" meetings with the option for members of the public, Department Staff, and Board Members to attend by either remote teleconferencing or to attend in-person for the period of October 12 to November 11, 2022.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Froomin. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.2 Review, provide comments, authorize finalizing, and accept the Annual Financial Report (AFR) for the year ended June 30, 2022.**

Treasurer Rich Lee provided a presentation on the staff report and AFR. Lee provided general fund data on total liabilities and overtime impacts. He noted the Fire Protection fund had significant draw down and efforts were made to balance the fund. Vehicle and equipment replacement fund decreased from \$3.7 million to \$2.0 million due to a planned purchase of a fire engine and fire truck.

Board Member Lieberman asked about pension obligation contributions. Treasurer Lee stated that SMC Fire is relatively new and if actual return exceeds 4% then it lowers the discount rate. Investment performances will be monitored quarterly. Board Member Lieberman asked that the Board be kept informed to prepare for budget impacts. Board Member Froomin asked about the COVID related overtime. Chief Thrasher stated that it came in waves but is now leveling out. He noted that living together and being heavily exposed while on-duty are contributing factors as well.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Member Froomin. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

**Item 5.3 Adopt a resolution authorizing the addition of up to six (6) firefighter full-time equivalent (FTE) positions for overtime relief.**

Fire Chief Thrasher provided a brief presentation of the staff report for approval. He noted that an incremental implementation will also allow staff the opportunity to monitor staffing impacts, to ensure the desired outcomes, and to avoid the negative budget impacts of over hiring. There would be a factor with OPEB and step increases, but the impact is minimal at a budgetary level and the goal is to be prepared.

Board Member Lieberman and Board Member Froomin addressed their concerns with department staffing, safety, morale, and financials. Both asked clarifying questions regarding calculated figures from the staff report. Board Member Froomin stated he is agreeable with the phased approach.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Chair Goethals made a motion to adopt the resolution, which was seconded by Board Member Lieberman. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

**6. OLD BUSINESS**

**Item 6.1. Accept public comments, waive second reading, read by title only, and vote to adopt an Ordinance adopting the 2021 International Wildland Urban Interface Code with amendments and modifying the 2022 California Fire Code with local amendments.**

Deputy Fire Chief Marshall provided a brief overview of the staff report for final approval.

Board Chair Goethals asked if there was any public comment on this item, which there were none. Board Member Lieberman made a motion to adopt the resolution, which was seconded by Board Chair Goethals. The Board Secretary took a roll call vote, and the resolution was approved 3-0.

**7. REPORTS AND ANNOUNCEMENTS**

Board Secretary provided proposed meetings for 2023 as January 25, April 12, July 12 and October 11.

Board Member Lieberman and Board Chair Goethals shared this may be their last meeting and both expressed their pleasure working with SMC Fire.

Deputy Fire Chief Turturici provided the following Fire Operations update:

- 3 firefighters in County Academy.
- Two Captains promoted.
- Training Division is fully functional and doing a great job.
- 6% increase in incidents responses since last meeting.
- Out of county deployments decreased in comparison to last year.

Deputy Fire Chief Marshall provided the following Community Risk Reduction Division update:

- Fire Prevention Week - Received proclamations from Belmont, Foster City, and San Mateo.
- Annual Open House event at Station 28 with estimated 800 in attendance.
- OES Division coordinated the Open House event and have been training new CERT members including Gilead employees. Companies in each City are welcome to contact us for CERT training.
- FP&S Grant funded Fire Preparedness commercial was presented. Thanks to the grant award, we were able to air the educational commercials peninsula-wide through Comcast.

Fire Chief provided the following Department update:

- Thank you to Board Member Froomin for joining as alternate tonight.
- Promotions include Business Manager Morales, Management Analyst Cook, and Administrative Technician Roldan.
- SMC Fire Firefighter Association's Chili Cook-Off & Car Show event was a great success.
- Strategic Planning process for all divisions being administered by Tim Dunkin. Board will receive update once final.
- Standards of Cover has been completed and the recommendations will be shared in detail at the beginning of the year.
- We will be hosting a badge pinning and recognition event at 10am on October 26.
- Primary and alternate Board Members will be going through a change next year; we will work on an onboarding orientation of the new members.

## **8. CLOSED SESSION**

The Fire Board went into Closed Session at 5:20 p.m. Report out from Closed Session will be made at the next Board meeting.

## **9. ADJOURNMENT**

The Board meeting was adjourned at 5:20 p.m.

William D. Ross  
David Schwarz  
Kypros G. Hostetter

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File No: 19/55

October 14, 2022

**VIA E-MAIL**

The Honorable Joe Goethals, Chair  
and Members of the Fire Board  
San Mateo Consolidated Fire Department  
330 West 20<sup>th</sup> Avenue  
San Mateo, California 94403

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire  
Department Virtual Regular Board Meeting of October 12, 2022

Dear Chair Goethals and Board Members:

This communication sets forth reportable action, if any, of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the October 12, 2022 Virtual Regular Board Meeting, consistent with Government Code Section 54957.1

The Open Session convened at 4:01 p.m. to address matters agendized for Board consideration, with the Board adjourning to Closed Session at 5:20 p.m.

There were two matters agendized for Department Closed Session consideration:

- 8.1 Conference with Management regarding Compensation & Benefits Plans pursuant to Government Code Section 54957.6  
Agency Designated Representative(s): Drew Corbett, Chief Administrative Officer  
Employee Organization(s): Battalion Chief and the Executive Group of Fire Chief, Deputy Fire Chief, and Business Manager Employees
- 8.2 Conference with Legal Counsel - Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9(d)(2) - Three Matters:  
Claims Received from Alexander Gounaropoulos, Jason Gounaropoulos, and Wendy Martiez regarding Vehicle Accident Involving Department Fire Engine

The Honorable Joe Goethals, Chair  
and Members of the Fire Board  
San Mateo Consolidated Fire Department  
October 14, 2022  
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With respect to Department Closed Session Agenda Item No. 8.1., there was no reportable action consistent with the provisions of Government Code Section 54957.6.


With respect to Department Closed Session Agenda Item No. 8.2., there was no reportable action consistent with the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 5:35 p.m., where it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

This communication should be added to the Agenda for review under the Consent Calendar of your next Regular or Special Meeting.

If there are any questions concerning its content, it may be taken off the Consent Calendar at that time or our office may be contacted in the interim.

Very truly yours,



William D. Ross  
Department Counsel

WDR:jf

cc: Kent Thrasher, Fire Chief  
Nicole Morales, Business Manager  
Drew Corbett, City Manager, City of San Mateo



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** William Ross, Department Counsel

**Meeting Date:** December 1, 2022

**Subject:** **Resolution Authorizing “Hybrid” Meetings to be Conducted Via In-Person Attendance and Remote Teleconferencing for the Department Board of Directors, Consistent with AB 361’s Amendments to the Ralph M. Brown Act**

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## **RECOMMENDATION**

Adopt a Resolution finding that continued emergency conditions persist due to the ongoing COVID-19 pandemic and that meetings of the Department’s Board of Directors (“Board”) will be held as “hybrid” meetings with the option for members of the public, Department Staff, and Board Members to attend by either remote teleconferencing or to attend in-person, consistent with AB 361 and its amendments to Government Code Section 54953, for the period of December 1, 2022 to December 31, 2022.

## **BACKGROUND**

Because of the COVID-19 pandemic, the Department’s Board of Directors had been conducting meetings via Zoom teleconference, as allowed by Executive Order N-29-20. However, the Executive Order expired on September 30, 2021. Assembly Bill 361, which was signed into law by the Governor on September 16, 2021, allows local agencies to continue to meet by Zoom or other teleconferencing methods, provided that certain conditions are met.

The effect of Executive Order N-29-20 was to suspend certain provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*), which previously only allowed remote teleconference participation by Board Members through an agenda-posting process at each teleconferenced member’s location, with agenda provisions requiring that each teleconferenced location be accessible to the public.

AB 361 amended the Brown Act to allow for the same teleconferencing as the now-expired Executive Order, so long as a state of emergency persists.

The enclosed Resolution would comply with the provisions of AB 361 and allow continued use of Zoom meetings of the Department Board, while also allowing it to conduct in-person meetings. This “hybrid” style of meeting continues to promote social distancing by allowing members of the Board and members of the public to participate in the manner in which they feel most safe, thereby promoting public participation while simultaneously protecting vulnerable members of the public, such as those with compromised immune systems.



Because the Governor’s declaration of a state of emergency is still in effect, the ability for the Board to continue to meet by Zoom, even in conjunction with in-person meetings, can be accomplished consistent with AB 361, which requires that Resolutions confirming the existence of a declared emergency are adopted *every 30 days* (or, if a longer period of time passes between each Board meeting, a Resolution be adopted each time the Board meets).

Stated differently, the Board will have to enact a “361 Resolution” at each meeting to allow the current Zoom teleconferencing procedures to continue.

To accomplish these “hybrid” style meetings, agendas should indicate the location of the physical meeting site that will be open to the public, as well as the alternate means of participating via Zoom or teleconference.

**FISCAL IMPACT**

None

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT RE-AFFIRMING THAT A LOCAL EMERGENCY EXISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY ISSUED BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING IN-PERSON AND REMOTE TELECONFERENCED MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT FOR THE PERIOD OF DECEMBER 1, 2022 THROUGH DECEMBER 31, 2022 PURSUANT TO THE RALPH M. BROWN ACT**

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WHEREAS, the San Mateo Consolidated Fire Department (“Department”) is committed to preserving and nurturing public access and participation in meetings of the San Mateo Consolidated Fire Department Board of Directors (“Board”); and,

WHEREAS, all meetings of the Department’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Department’s legislative bodies conduct their business; and,

WHEREAS, where a state of emergency exists, Government Code section 54953(e) authorizes remote, teleconferenced participation in meetings by members of a legislative body, without compliance with Government Code section 54953(b)(3), which under normal circumstances allows remote teleconference participation by Board Members through a specific agenda-posting process at each teleconferenced member’s location, with agenda provisions indicating that each teleconferenced location be accessible to the public; and,

WHEREAS, however, such requirements are not required for teleconferenced meetings when a state of emergency has been declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the Department’s boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, emergency conditions exist nationwide, including across California and within the Department’s operating area, resulting in a State of Emergency being proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19; and,

WHEREAS, on March 16, 2020, the Director of Emergency Services for each of the three member agencies of the Department proclaimed a local emergency within their jurisdictions, which were

subsequently ratified by their respective governing bodies. On April 1, 2020, the Department's Board of Directors adopted a Resolution confirming and ratifying the actions of the three member agencies taken on March 16, 2020, including the declarations of emergency within the Department's entire service area in response to the COVID-19 pandemic; and,

WHEREAS, during the COVID-19 pandemic, the Department Board has conducted remote, teleconferenced meetings consistent with the Governor's Executive Orders promoting social distancing;

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions found in section 54953(e), the Department Board must reconsider the circumstances of the state of emergency that exists in the Department, and the Department Board has done so; and,

WHEREAS, due to the emergence of new variants of COVID-19, such as Delta and Omicron variants of COVID-19, not all members of the public may feel safe to participate personally at in-person meetings; and,

WHEREAS, the Department Board has determined that conducting "hybrid" style meetings with the option for members of the public, Department Staff, and members of the Board of Directors to attend either virtually or in person would allow participation in a manner in which individuals feel most safe, thereby promoting public participation while simultaneously promoting social distancing and protecting vulnerable members of the public, such as those with compromised immune systems; and,

WHEREAS, as a consequence of the local emergency, the Department Board does hereby find that the legislative bodies of the Department shall conduct their meetings via in-person and remote teleconferencing, in compliance with Government Code section 54953(e); and,

WHEREAS, the Department will continue to provide teleconference access via a conference phone-line number to the meetings to ensure alternative means of public access.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The Department Board hereby proclaims that a local emergency continues to exist throughout the Department, and that conducting meetings that allow for both in-person and remote attendance would not only promote public safety, but also encourage broader public participation while providing members of the public to participate in the manner in which they feel safe and to slow or prevent the spread of the coronavirus.

Section 3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Department Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The staff and legislative bodies of the Department are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of either 30 days or such time the Department Board adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Department may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

\*\*\*

**PASSED, APPROVED and ADOPTED** at a regularly scheduled meeting of the Department Board of the San Mateo County Fire Department held on the 1st day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board President

APPROVED AS TO FORM:

\_\_\_\_\_  
William D. Ross, General Counsel



# STAFF REPORT

**To:** San Mateo Consolidated Fire Department Board of Directors

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** December 1, 2022

**Subject:** **Battalion Chief, Deputy Fire Chief, and Business Manager Compensation and Benefit Plan Updates**

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## **RECOMMENDATION**

Adopt a resolution to amend the Compensation and Benefit Plans for the Battalion Chiefs, Deputy Fire Chiefs and Fire Chief employee groups to provide for a 5% salary increase and adjust medical benefits to provide alignment with changes to the International Association of Firefighters (IAFF) Local 2400 Memorandum of Understanding (MOU) that covers July 1, 2022 through June 30, 2025, and amend compensation and benefits for the Business Manager position to provide for a 5% salary increase and adjust medical benefits to align with the Management employees covered by the American Federation of State, County and Municipal Employees (AFSCME) Local 829 Group MOU that covers July 1, 2022 through June 30, 2024.

## **BACKGROUND**

The Compensation and Benefit Plans are the base documents for employee salary and benefits (including medical, dental, vision and life insurance) as well as leaves, seniority, and other provisions of employment provided by the Department.

The Business Manager/Board Clerk position is a confidential, non-safety employee classification. Although the Business Manager/Board Clerk position is not included in the AFSCME group, the Department's intent is to align the position with the same benefits provided to Management-level employees in the AFSCME group. Similarly, though the Fire Chief and Deputy Chiefs are not included in the Battalion Chief bargaining group, the intent is to align the Fire Chief and Deputy Chiefs' benefits with those provided to Battalion Chiefs.

The safety positions of the Battalion Chiefs, Deputy Fire Chiefs, Fire Chief and the non-safety Business Manager position combined represent 10 employees in management positions for SMC Fire. For the Battalion Chiefs, their most recent salary increase was a 3% increase effective July 11, 2021. The Deputy Chief classification was increased by 8% January 13, 2021 when the Division Chief classification was added. The Fire Chief salary has not been adjusted since July 14, 2019 when it was increased by 2% and the last salary increase for the Business Manager was 2.5% effective July 14, 2019.

## **ANALYSIS**

Consistent with direction provided by the Fire Board, negotiators for SMC Fire and the groups have reached agreement. The agreement with the Battalion Chiefs group stipulates that the current

negotiations process will continue with the desire to assess potential compaction issues and convert the Battalion Chiefs Compensation and Benefit Plan to an MOU by June 30, 2023.

To support succession planning and reduce the need for redundant action by the Fire Board, additional action to consolidate the Fire Chief, Deputy Fire Chiefs and Business Manager positions into a single Compensation and Benefits Plan will be brought to the Fire Board by June 30, 2023.

Salary: The groups will receive a 5% salary increase effective December 11, 2022.

Medical Benefits: For the Battalion Chiefs, Deputy Chiefs and Fire Chief, the Department will contribute up to the agreed upon monthly amount for CalPERS health coverage or \$380 per month contribution to deferred compensation for employees that waive coverage, as outlined in the IAFF Local 2400 MOU. This amount includes an annual 6% accelerator. For the Business Manager, the Department will contribute up to 100% of Kaiser family coverage or \$160 per month contribution toward deferred compensation for employees that waive coverage.

#### **FISCAL IMPACT**

The estimated budget impact for the changes is approximately \$60,000. The operating budget will be reviewed to determine if a supplemental budget appropriation is required. If required, the supplemental budget appropriation would come from fund balance of SMC Fire's General Fund and should not require additional operating contributions from the member agencies.

#### **ATTACHMENTS**

- A. Resolution
- B. Fire Battalion Chief Compensation & Benefit Plan (redlined)

**RESOLUTION NO. RES-2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT TO AMEND THE COMPENSATION AND  
BENEFIT PLANS FOR THE BATTALION CHIEFS, DEPUTY FIRE CHIEFS AND  
FIRE CHIEF EMPLOYEE GROUPS**

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WHEREAS, the safety positions of the Battalion Chiefs, Deputy Fire Chiefs, Fire Chief and the non-safety Business Manager position combined represent approximately 10 employees in management positions for SMC Fire; and,

WHEREAS, the groups will receive a 5% salary increase effective December 11, 2022; and,

WHEREAS, for the Battalion Chiefs, Deputy Chiefs and Fire Chief, the Department will contribute up to the agreed upon monthly amount for CalPERS health coverage or \$380 per month contribution to deferred compensation for employees that waive coverage, as outlined in the IAFF Local 2400 MOU; and,

WHEREAS, for the Business Manager, the Department will contribute up to 100% of Kaiser family coverage or \$160 per month contribution toward deferred compensation for employees that waive coverage; and,

WHEREAS, the agreement with the Battalion Chiefs group stipulates that the current negotiations process will continue with the desire to assess potential compaction issues and convert the Battalion Chiefs Compensation and Benefit Plan to an MOU by June 30, 2023; and,

WHEREAS, to support succession planning and reduce the need for redundant action by the Fire Board, additional action to consolidate the Fire Chief, Deputy Fire Chiefs and Business Manager positions into a single Compensation and Benefits Plan will be brought to the Fire Board by June 30, 2023; and,

WHEREAS, the operating budget will be reviewed to determine if a supplemental budget appropriation is required; and,

WHEREAS, if required, the supplemental budget appropriation would come from fund balance of SMC Fire's General Fund and should not require additional operating contributions from the member agencies.

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

1. Authorize the Compensation and Benefit Plans for the Battalion Chiefs, Deputy Fire Chiefs and Fire Chief employee groups to provide for a 5% salary increase and adjust medical and other benefits to provide alignment with changes to the International

Association of Firefighters (IAFF) Local 2400 Memorandum of Understanding (MOU) that covers July 1, 2022 through June 30, 2025.

2. Authorize the Compensation and Benefits for the Business Manager position to provide for a 5% salary increase and adjust medical and other benefits to align with the Management employees covered by the American Federation of State, County and Municipal Employees (AFSCME) Local 829 Group MOU that covers July 1, 2022 through June 30, 2024.

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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 1<sup>st</sup> day of December, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board President

APPROVED AS TO FORM:

\_\_\_\_\_  
William D. Ross, General Counsel



**COMPENSATION AND BENEFITS PLAN**  
**FOR**  
**BATTALION CHIEFS**

**Effective January 13, 2019**

**AND**

**Expires June 30, ~~2022~~2023**

**COMPENSATION AND BENEFITS PLAN FOR  
BATTALION CHIEFS  
January 13, 2019 - June 30, ~~2022~~2023**

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**COMPENSATION AND BENEFITS PLAN  
FOR  
Battalion Chiefs**

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

**ARTICLE I  
WAGES AND BENEFITS**

Section 1 - Wages

Effective January 13, 2019, wages for the Management classes and the monthly pay ranges and steps shall be as established in Attachment A. The wages listed in Attachment A reflect an increase by an amount equal to for the classification of Battalion Chiefs.

Effective July 14, 2019 the wages for the classifications listed in Appendix A shall be increased by 3.0%.

Effective July 12, 2020 the wages for the classifications listed in Appendix A shall be increased by 3.0%.

Effective July 11, 2021 the wages for the classifications listed in Appendix A shall be increased by 3.0%.

Effective December 11, 2022 the wages for the classifications listed in Appendix A shall be increased by 5.0%.

Section 2 - Retirement

Public safety 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 contracted with P.E.R.S. to provide all Battalion Chiefs, hired on or after, January 1, 2013, a 2.7% @ 57 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This new retirement tier applies to all local safety members hired on or after January 12, 2019 and all new local safety members as defined in the Public Employees' Pension Reform Act.

"Classic Employees" (as defined by Section 7522.05 of the Government Code) shall receive the 3.0% @ 55 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period.

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

#### 2.1 Employee Retirement Contributions

- Classic Employee will pay the entire employee's share (9.0%)
- Effective January 13, 2019, employees will pay 4.0% of the Employer share for a combined total of 13.0%.
- Effective July 14, 2019, employees will pay 4.5% of the Employer share for a combined total of 13.5%.
- Effective July 12, 2020 all employee will pay 50% of the normal cost/Classic employees' maximum payment will be 14.0% (EE share and ER share).

#### 2.2 Retirement Reopener

After July 1, 2019, the BC's and the JPA may enter into discussion regarding Employee retirement contributions. Specifically, Section 20516 Employees Sharing Additional Cost of the CalPERS Optional Benefits Listing. If any modifications are agreed upon they shall be in accordance with CalPERS rules and regulations.

#### 2.3 Merit Increases

Upon the satisfactory completion of twelve (12) 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 3 - Probationary Period

The initial probationary period for new Employees shall be for a period of not less than twelve (12) months of actual service. Further provisions regarding probationary periods are found in the Departments Personnel Rules and Regulations (hereinafter called "Department Personnel Rules").

### Section 4 - Special Pay and Allowance

#### 4.1 Initial Uniform Allowance

The Department shall provide two (2) standard uniforms in accordance with the department's uniform policy upon initial hire.

#### 4.2 Uniform Allowance

Employees shall receive a uniform allowance of Thirty eight dollar and forty six cents (\$38.46) per pay period.

As each Station is equipped with washers and dryers, it will no longer be provided with laundry services, sheet and towels.

The Department has an interest in requiring all safety employees to have a Class A uniform. The Department will purchase one Class A coat for each safety employee when they complete probation.

4.3 Standard Uniform

All personnel will be required to wear a standard uniform. The standard uniform will include specifications for clothing used during the physical fitness period. A dark blue standard uniform jacket will be designated by the Fire Chief and the initial purchase will be made by the Department.

4.4 Educational Incentive Pay

Effective for all employees hired/promoted in to this unit after January 1, 2019 the following education incentive shall apply.

- Possession of a BA Degree shall entitle an employee to one hundred twenty dollars (\$120) per pay period.
- To be eligible for educational incentive pay, a Battalion Chief must 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 Battalion 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. Battalion Chiefs who attend training will receive \$70 per hour for training hours provided by an outside agency. The employees will receive the monies as a stipend after reimbursement is received by the JPA. The training stipends will be paid on June 1 of each year.

4.5 Management Incentive Pay

Employees in this unit that are assigned to a 40 hour Fire Marshal or Administrative Battalion Chief assignment shall receive a differential of 6.0% of base pay

4.6 Hazardous Materials Technician/Specialist/Assistant Safety Officer

An Administrative Battalion Chief assigned to the Hazardous Materials Program and who possess Hazardous Materials Technician/Specialist and an Assistant Safety Officer certificates shall be eligible for a six and one-half percent differential.

4.7 Shared Training Division Paramedic Program Oversight Pay

An employee assigned as the Central County EMS JPA supervisor shall receive a non-PERSable monthly stipend of One Thousand dollars (\$1,000) per month for performing all duties associated with the assignment. To be eligible for the assignment the employee possess and maintain their paramedic license.

## Section 5 - Department Provided Vehicles and Vehicle Allowances

Employees shall be provided a Department vehicle, as determined to be appropriate by the Fire Chief.

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

## Section 6 - Sick Leave

### 6.1 Sick Leave

The purpose of this Section 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 the employee can exercise in the event of his/her bona fide illness or disability or in the event his/her presence away from work is essential because of illness, death or disability of immediate members of his/her family.

### 6.2 Sick Leave Accrual

40 Hour Employees - For full-time regular and probationary employees on a forty (40) hour workweek schedule, sick leave shall be accrued at the rate of 3.69 hours for each biweekly pay period of service or twelve (12) days per year. Unused sick leave shall be accumulated. There is no cap on sick leave accumulation.

56 Hour Employees - For full-time regular and probationary employees on a fifty-six (56) hour workweek schedule, sick leave shall be accrued at the rate of 5.54 hours for each biweekly pay period of service or six (6) twenty-four (24)-hour shifts per year. Unused sick leave shall be accumulated. There is no cap on sick leave accumulation.

Any employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credits. Sick leave shall accrue during an absence, which is a result of occupational disability resulting from Department service.

### 6.3 Doctor's Certification

The Fire Chief or designee is responsible for determining that only bona fide personal or family sick leave is taken.

A doctor's certification may be required in all cases where the period of absence exceeds five (5) consecutive working days or three (3) consecutive shifts.

The submission of the doctor's certification may be required in other individual cases, regardless of the length of absence, where, in the opinion of the Fire Chief, or designee, substantial evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

### 6.4 Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick 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 means parent, spouse, domestic partner, son, daughter, or domestic partner’s child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.

Not more than six (6) days or four (4) shifts of such family sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief and or designee, a reasonable extension of the six (6) day or four (4) shifts limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

#### 6.5 Extended Sick Leave

After one year of continuous service, employees who must stay off work because of illness or injury and who have exhausted their sick leave benefits may be granted extended sick leave pay for thirty (30) calendar days at the rate of seventy-five percent (75%) of regular salary upon recommendation and approval of the Fire Chief or designee. Such extended sick leave shall not be charged to the employee's future sick leave accrual. Employment-related benefits are prorated in accordance with the employee's time on the payroll (i.e., seventy-five percent 75%). The Fire Department reserves the right to require medical documentation regarding the need for extended sick leave.

### Section 7 - Flexible Benefits Plan

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS MEC whichever is greater, towards group medical insurance or No Plan) per month towards the flexible benefit plan.

	Effective January 2019	Effective January 2020	Effective January 2021	Effective January 2022	<u>Effective January 2023</u>
No Plan	\$380	\$380	\$380	\$380	<u>\$380</u>
Employee Only	\$827	\$876	\$929	\$985	<u>\$1,044</u>
Employee +1	\$1,654	\$1,753	\$1,858	\$1,969	<u>\$2,087</u>
Family	\$2,152	\$2,281	\$2,418	\$2,563	<u>\$2,717</u>

- 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 plan. If an employee selects the No Plan option the JPA contribution shall be deposited to the employees deferred compensation account.



- 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 Local 2400 reopens the section regarding medical contributions, the Fire Chief or his/her designee will meet with the BC's to inform them of any modifications to the Local 2400 Flexible Benefit JPA contributions and discuss the impacts of the modifications.
- 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.

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 8 – Dental/Vision Insurance

### 8.1 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.

### 8.2 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.

## Section 9 - Long Term Disability

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

## Section 10 - Life Insurance

The Department shall contribute the full amount to provide a term life insurance policy equal to the Employee's annual salary with coverage of \$200,000 plus the same amount of Accidental Death and Dismemberment insurance for each Employee.

### Section 11 - Deferred Compensation Plan

The Department shall offer a voluntary deferred compensation plan available to all employees in accordance with Internal Revenue Code section 457. Information about the 457 Plan options is available on the Department's intranet. 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.

All Management Employees may participate in a voluntary 401(a) plan. The maximum voluntary contribution to any Employee's account shall be that amount established by law.

### Section 12 - 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 13 – Special Command Pay

A shift Battalion Chief who work a shift in excess of his/her regular 24 day tour of duty or an Administrative Battalion Chief, who is covering a 56 hour work week Battalion Chief shift, will receive a compensation in accordance with the table below:

Effective Date	Flat Amount for a full 24 hour Shift	Flat Amount for 18 hours	Flat Amount for 12 hours	Flat amount for 6 hours	Flat amount for 2 hours
July 2019	\$2,300	\$1,725	\$1,150	\$575	\$190
July 2020	\$2,400	\$1,800	\$1,200	\$600	\$200
July 2021	\$2,500	\$1,875	\$1,250	\$625	\$208

### Section 14 - Vision Care/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.

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 14 is subject to Federal, State and Medicare taxes in

accordance with IRS regulations.

### Section 15 – Retiree Health Saving Plan

On All employees in the Unit will be enrolled in the RHS Account. The monthly contributions shall be by all employees and the Department shall make contributions on behalf of all employees.

#### 15.1 Contribution

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.

#### 15.2 Separation Pays

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.

## **ARTICLE II HOLIDAYS**

### Section 1 - Official 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.

Section 2 – Holiday In-Lieu Pay

Fire Battalion Chiefs shall receive holiday in-lieu pay in the amount of 6.0% of their base pay in-lieu of twelve (12) Department recognized holidays. Fire Battalion Chiefs wishing to take a holiday off will need to use other available leaves.

**ARTICLE III  
 VACATION AND OTHER LEAVES**

Section 1 - Vacation Accrual & Use

Vacations are considered essential to the employee's welfare and they are granted by the Fire Department to allow employees relaxation and rest from their duties. Therefore, it shall be the policy of the Fire Department not to allow the excess accumulation of vacation leave.

Each 56-Hour Week employee shall be granted one hundred forty-four (144) hours credit for vacation with pay following completion of one (1) year of continuous service from date of hire. Thereafter, for each additional biweekly pay period of service, the employee shall accrue vacation with pay as follows:

**1.1 Vacation Accrual for Fire Battalion Chiefs**

**1.1.1 Vacation Leave – 56 hour**

Years	Shifts	Hours	Max Accumulation
1 <sup>st</sup> Year		144 Lump Sum	
13 – 47 months	6	144	288
48 – 95 months	8.5	204	408
96 – 143 month	9.33	224	448
144 – 191 months	11	264	528
192 -239 months	12.5	300	600
240+ months	13	312	624

1.1.2 Vacation Leave – 40 hour

Years	Days	Hours	Max Accumulation
1 <sup>st</sup> Year	12	96 Lump Sum	
13 – 47 months	12	96	192
48 – 95 months	18.25	146	292
96 – 143 month	20	160	320
144 – 191 months	23.5	188	376
192 -239 months	25	200	400
240+ months	26	208	416

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 twelve months of employment.

1.2 Vacation Sell Back

1.2.1 Employees 56 Hour employees

In addition to the Department's right to pay employees who reach their maximum accrual, all 56 hour work week employees shall have the option to **make an irrevocable election to** receive cash payment for up to one hundred and forty four (144) hours of accrued vacation time each calendar 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 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 72 hours of accumulated vacation during June of each year and the employee may receive a cash payment for up to 72 hours of accumulated vacation during November of each year for a maximum of 144 hours.

1.2.1 40 Work employees

In addition to the Department's right to pay employees who reach their maximum accrual, all 40 hour work week employees shall have the option to make an irrevocable election to receive cash payment for up to eight (80) hours of accrued vacation time each calendar 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 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.

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

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 his/her designee approval.

Additional guidelines that clarify the use and administration of this provision may be found in the Department Personnel Rules.

Vacation Allowance for Terminated Employees - Employees who terminate with the Department shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned.

Such compensation for prorated vacation of terminated employees shall be paid by adding to or deducting from his/her final paycheck.

## Section 2 – Executive Leave

Battalion Chiefs shall be credited with executive leave on a pay period basis a (the accrual rate shall be 3.7 hours per pay period).

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 his/her designee.

### 2.1 Sell Back

Employees may make an irrevocable election to receive cash payment for up to eighty (80) hours of accrued executive leave.

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.

## Section 3 – Recognition Leaves

### 3.1 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, as 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.

### 3.2 Service Component

Employees who subsequently complete 10, 20 and 30 years of service with the Department shall receive 40 hours of paid leave on their 10th, 20th and 30th anniversary of employment with the Department on their anniversary date.

This leave must be taken as paid time off within one year of the date it is granted. This leave has no cash value and is not compensable upon termination of employment.

## Section 4 - Funeral/Bereavement Leave

In the event of a death in the immediate family, employees may take up to two (2) shifts of paid time off. At the discretion of the Fire Chief or his/her designee, the employee may be granted additional shifts of accrued sick leave. Bereavement Leave shall be tracked separately. In the context of bereavement leave only, immediate family member shall be defined as: spouse, 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.

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 5 - Sick Leave Accrual & Use

Operational Fire Battalion Chiefs shall accrue sick leave at a rate of 12 hours per calendar month for each month that the Operational Fire Battalion Chief has worked regularly scheduled hours. There shall be no maximum accumulation of sick leave.

Employees may utilize up to 56 hours of unused sick leave to care for members of their 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 his/her 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 his/her 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 his/her 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. A regular full-time employee may be eligible to receive donations of vacation hours, to be included in the recipient employee's sick leave balance if he or she has a catastrophic illness or injury which prevents the employee from being able to work for an extended period of time. Catastrophic illness or injury is defined as a critical medical condition, diagnosed by a licensed physician, considered terminal or causing long-term major physical impairment or disability.

- A. The recipient employee, recipient's family member, or other person designated in writing by the recipient employee must submit a request to the Fire Chief.
- B. The recipient employee is not eligible so long as she/ he has paid leaves available however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. The recipient employee must be eligible and willing to receive the donated vacation hours. All medical information will be kept confidential unless otherwise authorized in writing by the receiving employee.
- D. A recipient must be on an approved Leave of Absence, (FMLA, Sick Leave) with supporting medication certification.
- E. Donations shall be a minimum of twenty-four (24) vacation hours. The donor employee may donate vacation hours up to any amount so long as the donor employee retains at least ninety-six (96) hours of vacation. Sick leave hours may not be donated.
- F. Once the vacation leave is donated and posted to the receiving employee, the employee donating the vacation hours shall irrevocably lose all rights and privileges to the vacation hours donated.
- G. Donated leave cannot be used for longer than twelve (12) months without approval of the Fire Chief.
- H. The vacation hours donated will be converted to sick leave hours and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of the pay of the recipient employee.
- I. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.



- J. The determination of the employee's eligibility for the Catastrophic Leave Donation shall be at the Fire Chief's sole discretion.

## Section 6 - Leaves of Absence

### 6.1 Job Incurred Disability Leave

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

### 6.2 Leave of Absence without Pay

Any employee desiring a leave of absence without pay from his/her employment for any reason shall secure written permission from the Fire Chief or designee. The decision of the Fire Chief or designee on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive. Except as otherwise provided in this Section, the maximum leave of absence shall be for 30 days and may be extended for like periods. Written permission for such extended periods shall be secured from the Fire Chief or designee. The first approved leave of absence without pay plus approved extended leaves of absence without pay shall not exceed 12 months. During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the Fire Chief or designee. The Fire Chief or designee may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

### 6.3 Jury Duty Leave

Every full-time employee of the Department who is called and required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the Department during the period of such service or while necessarily being present in court as a result of such call.

An employee called to serve as a trial juror shall notify the Department of such requirement at the time the employee receives the Jury Summons.

The employee shall be paid the difference between his/her full salary and any payment received by him, except travel pay, for such duty. (An employee who has been subpoenaed as a witness in his/her official Department capacity shall be paid his/her regular pay less any witness fee received.)

An employee who has been subpoenaed in a private capacity shall not be paid for the time he/she is not on duty with the Department.

### 6.4 Military Leave

Military leave shall be granted by the Fire Chief or designee in accordance with the provisions of state and federal law. See Department Policy Manual for further information.

## Section 7 - 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.

## Section 8 - Dues Deduction

The Battalion Chiefs may have the regular dues deducted from their paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee. Payroll deductions shall be for a specified amount and uniform. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided and approved by the Department. The voluntary payroll deduction authorization will remain in effect until employment with the Department is terminated or until canceled or modified by the employee by written notice to the Department as provided below.

Amounts deducted and withheld by the Department shall be transmitted to the individual designated in writing by the Battalion Chief as the person authorized to receive such funds, at the address specified.

The employee's earnings must be sufficient, after all of the required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the Department which would have been withheld if the employee had been in pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made.

The Battalion Chiefs shall hold the Department harmless and shall fully and promptly reimburse the Department for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the Department or any of its agents by an employee in a represented classification in connection with the administration or enforcement of this section of the agreement. Such reimbursement shall include costs and attorney's fees incurred by the Department.

## Section 9 - Discipline

### Definition

The Fire Chief or designee may demote, suspend or discharge any employee for just cause. Any regular employee who is demoted, suspended or discharged shall be furnished a written notice of such action in compliance with the requirements of Firefighter Bill of Rights (FBOR).

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

## Section 10 - Grievances

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.

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;
- F. Any items that are a managerial right;
- E. 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, Rule shall apply

#### Section 11 - Duration

This Plan shall ~~take effect on July 1, 2018, and~~ remain in effect until June 30, ~~2022~~2023.

As authorized by the Board of Directors on December 1, 2022, the agreement with the Battalion Chiefs group stipulates that the current negotiations process will continue with the desire to assess potential compaction issues and convert the Battalion Chiefs Compensation and Benefit Plan to an MOU by June 30, 2023.

**Attachment A**

**Salary Chart**

**Effective January 13, 2019**

JOB-CODE	TITLE	E=Exempt NE=Non-Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2085	FIRE BAT CHIEF-40	E	STEP-1	76.04	6,083.08	13,180.00	158,160.00
			STEP-2	79.84	6,387.23	13,839.00	166,068.00
			STEP-3	83.83	6,706.62	14,531.00	174,372.00
			STEP-4	88.02	7,041.69	15,257.00	183,084.00
			STEP-5	92.42	7,393.85	16,020.00	192,240.00
2086	FIRE BAT CHIEF-56	E	STEP-1	54.31	6,083.08	13,180.00	158,160.00
			STEP-2	57.03	6,387.23	13,839.00	166,068.00
			STEP-3	59.88	6,706.62	14,531.00	174,372.00
			STEP-4	62.87	7,041.69	15,257.00	183,084.00
			STEP-5	66.02	7,393.85	16,020.00	192,240.00
2430	FIRE MARSHAL	E	STEP-1	76.04	6,083.08	13,180.00	158,160.00
			STEP-2	79.84	6,387.23	13,839.00	166,068.00
			STEP-3	83.83	6,706.62	14,531.00	174,372.00
			STEP-4	88.02	7,041.69	15,257.00	183,084.00
			STEP-5	92.42	7,393.85	16,020.00	192,240.00

**CLASSIFICATIONS**

**Fire Battalion Chief/40**

**Fire Battalion Chief/56**

**Fire Marshal**