



Agenda

**San Mateo Consolidated Fire Department
Board of Directors
Regular Meeting
Wednesday, April 12, 2023 – 4:00 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

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_kg2f_K8uTXaSF9T4m6kedQ

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 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. 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. PRESENTATIONS

- [4.1.](#) Strategic Planning Presentation by Deputy Fire Chief Marshall.

5. CONSENT

- [5.1](#) Approval of Fire Board Meeting Minutes from January 25, 2023.
- [5.2](#) Adopt a resolution approving the revised salary schedules to reflect the hourly, monthly, and annual ranges for merit classifications within the San Mateo Consolidated Fire Department.
- [5.3](#) Adopt a resolution authorizing a change order in the amount of \$26,000 for a total contract amount not-to-exceed \$125,000 with Booster Fuels, Inc. for mobile delivery of diesel fuel for all fire apparatus and generators.
- [5.4](#) Adopt a resolution authorizing a change order in the amount of \$26,000 for a total contract amount not-to-exceed \$125,000 with Flyers Energy, LLC for vehicle fleet fuel.

- [5.5](#) Adopt a resolution to approve the purchase of six (6) Department vehicles including build-out, not to exceed \$270,000.
- [5.6](#) Approve the Department of Homeland Security's E-Verify Memorandum of Understanding for Web Services Employers, and authorize the Fire Chief to execute the agreement in substantially the form presented.
- [5.7](#) Adopt a resolution to combine the Compensation and Benefits plans for the Fire Chief, Deputy Fire Chiefs and Business Manager to a single "Executive Command Staff" compensation and benefits plan.
- [5.8](#) Adopt a resolution to adopting the amended Memorandum of Understanding (MOU) with the San Mateo County International Association of Firefighters' Local 2400 (Local 2400).

6. NEW BUSINESS

- [6.1](#) Receive fiscal year 2022-23 budget update and provide feedback on proposed fiscal year 2023-24 budget.
- [6.2](#) Adopt a Resolution approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by Public Agency Retirement Services.
- [6.3](#) Adopt a resolution approving revisions to the San Mateo Consolidated Fire Department's Master Fee Schedule effective July 1, 2023.

7. REPORTS AND ANNOUNCEMENTS

- 7.1. Board Members and Department Management Staff will have an opportunity to make announcements.
 - 7.1.1. Fire Chief Update (*verbal only*)
 - 7.1.2. Ops Update (*verbal only*)
 - 7.1.3. CRR Update (*verbal only*)

8. CLOSED SESSION

- 8.1. Conference with Legal Counsel regarding Existing Litigation, Workers' Compensation pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: Kraig Whitney
Agency Designated Representative(s): Jennifer Crims, Senior Human Resource Analyst, Willian D. Ross, Attorney & Mark R. Peterson, Attorney

9. RETURN FROM CLOSED SESSION

- 9.1. The report out from Closed Session will be made at the next Board meeting.

10. 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/>

San Mateo Consolidated Fire Department Strategic Plan



2022

Mission Statement

Providing all risk fire and emergency services through professionalism, collaboration, and public trust.

Vision Statement

Fostering our culture of excellence through involvement, effective communication, and commitment to high performance.

Core Values

Respect
Accountability
Dedication
Integrity
Compassion
Altruism
Leadership

Strategic Goals

- Develop data driven, high performance standards of proficiency and skills for all department services.
- Generate formal and informal training models and systems that reflect evolving agency, individual and community needs and emerging technologies.
- Establish life-long career systems, models and programs for youth (career searching) through career/succession planning (development) through retirement (celebration).
- Ensuring FACT's ongoing purpose and relevancy.
- Ensuring internal and external communications at multiple levels and mediums.
- Encouraging employee involvement at all levels of the organization.

Projects	Outcome	Who	Priority
	Prime Objective	Unit/Task Group	A=resourced
			B=next up
			C=radar
			D=ongoing
Goal: Develop data driven, high performance standards of proficiency and skills for all department services.			
Response Model(s) Review	Deployments	Deputy Chiefs	A
	Water rescue		
	Hazmat		
	OES		
SharePoint Site Enhancement	Main Page, OES Section, CRR Sections, Clean up Red Button Section, Committee Sites.	Admin BC	A
SMC Fire Standards & Measurements (all divisions)	Seat/Job Assignment Standards (all divisions)	Command Staff/	C
		FACT	
Measures of Proficiency Review	Task Books (All Admin & CRR Positions), Probationary CO TB (Ops), Probie Period Reviews (All), Proficiency Reviews after probation (All), Specialty Reviews (Ops)	Training/	C
		Admin BC	

Projects	Outcome	Who	Priority
	<i>Prime Objective</i>	<i>Unit/Task Group</i>	<i>A=resourced</i>
			<i>B=next up</i>
			<i>C=radar</i>
			<i>D=ongoing</i>
Centralization of Administrative/Support Staff (Facility Expansion)	<ul style="list-style-type: none"> • Complete needs assessment • Identify options <ul style="list-style-type: none"> ○ Budget impacts ○ Funding sources ○ Timeline 	Chief	B
Fleet Maintenance and Storage Facility	<ul style="list-style-type: none"> • Complete needs assessment • Identify options <ul style="list-style-type: none"> ○ Budget impacts ○ Funding sources ○ Timeline 	Chief	B
Performance Based EMS Program	Training tailored to ongoing assessment of performance. Data provided through QA/QI audits.	Training	B
Emergency Management Review	Write a formal and comprehensive assessment and evaluation of the SMCFD emergency management program. FACT - identify appropriate	OES Manager	A

Projects	Outcome	Who	Priority
	Prime Objective	Unit/Task Group	A=resourced
			B=next up
			C=radar
			D=ongoing
	subcommittee to develop standards		
Goal: Generate formal and informal training models and systems that reflect evolving agency, individual and community needs and emerging technologies.			
Training Programs Review (all divisions)	Seek out opportunities with neighboring agencies to provide a county level officer academy.	Training	B
<ul style="list-style-type: none"> • Officer Academy • Truck Academy • NWCG Task Books Review 	Finish edits in Truck Tiller / Operator Manual, create capstone testing. Issue task books for all members that respond to out of county assignments.		
SOPs Development/Review	Ongoing (Policies & Procedures Ad Hoc)	FACT	D
SOC Recommendations Consideration	Provide status and recommended actions for each	Chief	D

Projects	Outcome	Who	Priority
	<i>Prime Objective</i>	<i>Unit/Task Group</i>	<i>A=resourced</i>
			<i>B=next up</i>
			<i>C=radar</i>
			<i>D=ongoing</i>
Identify appropriate accreditation programs	Determine if accreditation is important Identify Accreditation for: Individuals Department Wide CRR Division Decide on one program	Deputy Chiefs	C
Emergency Management Internal Training	Design and conduct training for line personnel.	OES Manager	B
Explore and Review Regional Programs	<ul style="list-style-type: none"> • Training • Fleet Maintenance 	Chief/Deputy Chiefs	D
Wildfire Mitigation Plan	Compare the Calfire Hazard Maps with the “No-Harm Analysis” and reconcile differences. Generate a Wildfire Mitigation Plan to include maintenance of wildland areas in the Moderate, high, and very high hazard zones as identified by the maps.	CRR Deputy Chief	C

Projects	Outcome	Who	Priority
	<i>Prime Objective</i>	<i>Unit/Task Group</i>	<i>A=resourced</i>
			<i>B=next up</i>
			<i>C=radar</i>
			<i>D=ongoing</i>
	Adjust and enforce fire code ordinances to support the plan.		
Goal: Establish life-long career systems, models and programs for youth (career searching) through career/succession planning (development) through retirement (celebration).			
Recruitment Committee (all levels, planning and oversight)	Seek interest from individuals interested in participating in a recruitment team from all disciplines within our organization.	Training	C
Social Media Footprint Review & Expansion	Recruit additional members for social media committee, adding additional divisions. Work on making the process more nimble	CRR Deputy Chief	B
Mentorship Program Review	Review current mentor program and make	Training	D

Projects	Outcome	Who	Priority
	Prime Objective	Unit/Task Group	A=resourced
			B=next up
			C=radar
			D=ongoing
	necessary adjustments		
Career Tracks System (internal & external tracks, with support processes)	This is the same as establishing JPRs as above	Training	D
Fire Academy Update	Work with CSM on Fall '23 Academy	Training	D
SMCFD Foundation Creation	Created and ongoing	Ops Deputy Chief/	D
		Business Manager	
Goal: Ensuring FACT's ongoing purpose and relevancy.			
FACT Updates	Discussed within FACT and current group not in favor of additional updates outside of minutes on Target Solutions; can revisit at a later date	FACT Chair	A
FACT Charter Review	Occurs on an annual basis as required by the FACT Charter	FACT Chair	D
FACT Sub-committees Review	Update Subcommittee guidelines (completed Feb '23); distribute updated guidelines to subcommittees;	FACT Chair	D

Projects	Outcome	Who	Priority
	Prime Objective	Unit/Task Group	A=resourced
			B=next up
			C=radar
			D=ongoing
	ensure membership and Charter audits take place annually		
FACT Training, including sub-committee training	Work with TO5 to schedule IBN training; distribute updated guidelines to subcommittee chairs and ensure roles and responsibilities are known	FACT Chair	A
Goal: Ensuring internal and external communications at multiple levels and mediums.			
Comprehensive Communications Plan	Develop a Comm Plan for internal use, including the comm managers in the three cities	CRR Deputy Chief	B
Communication Methodologies Evaluation	ID all forms of communication and when they are used.	Admin BC	
Branding Analysis & Improvement	1. Send out questionnaire regarding current branding to a list of stakeholders 2. adjust branding as necessary	CRR Deputy Chief	C
		FACT	

Projects	Outcome	Who	Priority
	<i>Prime Objective</i>	<i>Unit/Task Group</i>	<i>A=resourced</i>
			<i>B=next up</i>
			<i>C=radar</i>
			<i>D=ongoing</i>
	3. develop a style guide		
Goal: Encouraging employee involvement at all levels of the organization.			
Recognition Program	Established and implemented Feb '23	FACT	D
Instructors Cadre Expansion	Members are currently Taskbooking in State Fire Training classes to become recognized as State Fire Training Instructors	Training	D
External Events Review (schedule, support)	1. Generate and maintain a master list of planned events 2. Identify the support needs for each event	Deputy Chiefs	B

GLOSSARY OF SMCFD TERMS

BC	Battalion Chief
CRR	Community Risk Reduction
EMS	Emergency Medical Services
FACT	Fire Action Consensus Team
NWCG	National Wildfire Coordinating Group
SMC	San Mateo Consolidated
SOC	Standard of Cover
SOP	Standard Operating Procedures



Meeting Minutes
San Mateo Consolidated Fire Department
Board of Directors Regular Meeting
Wednesday, January 25, 2023 – 4:00 P.M.
Hybrid Remote Teleconference Meeting

1. OPENING

The meeting was called to order at 4:00pm by Fire Chief Thrasher.

1.3. Swearing in by Board Clerk of new Board Members Julia Mates, Jon Froomin, and Rob Newsom Jr.

1.4. Election of Officers – Chair and Vice Chair
Board Members discussed and selected Julia Mates as Chair and Jon Froomin as Vice Chair. It was agreed they will rotate after one year.

1.5. Roll Call

Board Members Present: Froomin, Mates, Newsom

Board Members Absent:

2. AGENDA CHANGES

There were no changes to the agenda. Regarding items 5.1 and 5.2, Legal Counsel Ross stated that since the current members were not present at the last meeting, the Chief, Board Clerk, Legal and CAO Corbett can confirm the actions and the Board Members can vote on the items.

3. PUBLIC COMMENT

None

4. PRESENTATIONS

Item 4.1 Fire Board Chair Joe Goethals, Fire Board Member Warren Lieberman, and Fire Board Member Awasthi Recognitions.

Fire Chief Thrasher recognized the previous Board Members for their years of service.

Item 4.2. Standard of Cover Community Risk Assessment Presentation by AP Triton.

Standard of Cover Community Risk Assessment Presentation to the Board provided by Project Manager Jim Syring of AP Triton.

Discussion ensued regarding the findings, observations, and recommendations of the report. Assessment and determining the cause for not meeting NFPA 1710 response time standards is a top concern. Concerns over the accuracy of data collection processing and reporting for the county dispatch system is currently being assessed by the County Fire Chiefs. Improving internal data analytics capabilities is a key component in tracking and addressing response time issues. We are currently reviewing vendors for analytics with a push to budget next fiscal

year. Chief Thrasher stated that our Strategic Planning process will address the status of the 17 recommendations in the assessment.

Board Chair Mates requested we bring this back to future meetings for updates. Chief Thrasher stated that our July meeting would be an appropriate time to discuss further which would include a Strategic Planning presentation. Board Member Froomin asked what it takes to ISO level 1. Chief Thrasher stated it would be a significant cost and the value of it would be assessed.

5. CONSENT

Board Chair Mates asked if there was any public comment on this item, which there was not. Board Member Newsom moved to approve the Consent calendar, Board Member Froomin seconded. The Board Secretary took a roll call vote, and the Consent calendar items were approved 3-0.

6. NEW BUSINESS

Item 6.1 Board recommendation to authorize investing \$1.5 million in accumulated resources with an irrevocable trust to address the unfunded OPEB liability.

Treasurer Lee provided a PowerPoint presentation on the unfunded OPEB liability (Retiree Healthcare Plan-June 30, 2021, Pre-Funding Sensitivity Analysis report attached).

Board Chair Mates asked if there was any public comment on this item, which there was none.

Item 6.2 Adopt a resolution approving an appropriation of \$1.5 million in deployment reimbursement revenue and \$0.3 million in available fund balance and committing \$100,891.95 in funds received from the former Joint Training program for training purposes in the General Fund.

Senior Management Analyst Karley Toffey provided a PowerPoint presentation on the 2022-23 mid-year budget update.

Board Member Froomin asked about the cost recovery plan of the Prevention fund and CAO Corbett stated the fund went through a recent fee study to address appropriate funding.

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

Item 6.3 Adopt a resolution approving the Annual Fire Inspection Compliance Report from the Fire Chief and approve publishing the report as part of the 2022 Department Annual Report on the Department's website.

Deputy Chief Marshall provided an overview of our annual state mandated fire inspections of all public and private schools, apartments, condominiums, hotels, and motels within our jurisdiction. Deputy Chief Marshall stated that some apartment building inspections were not scheduled in 2022, but reported we are now 100% complete.

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

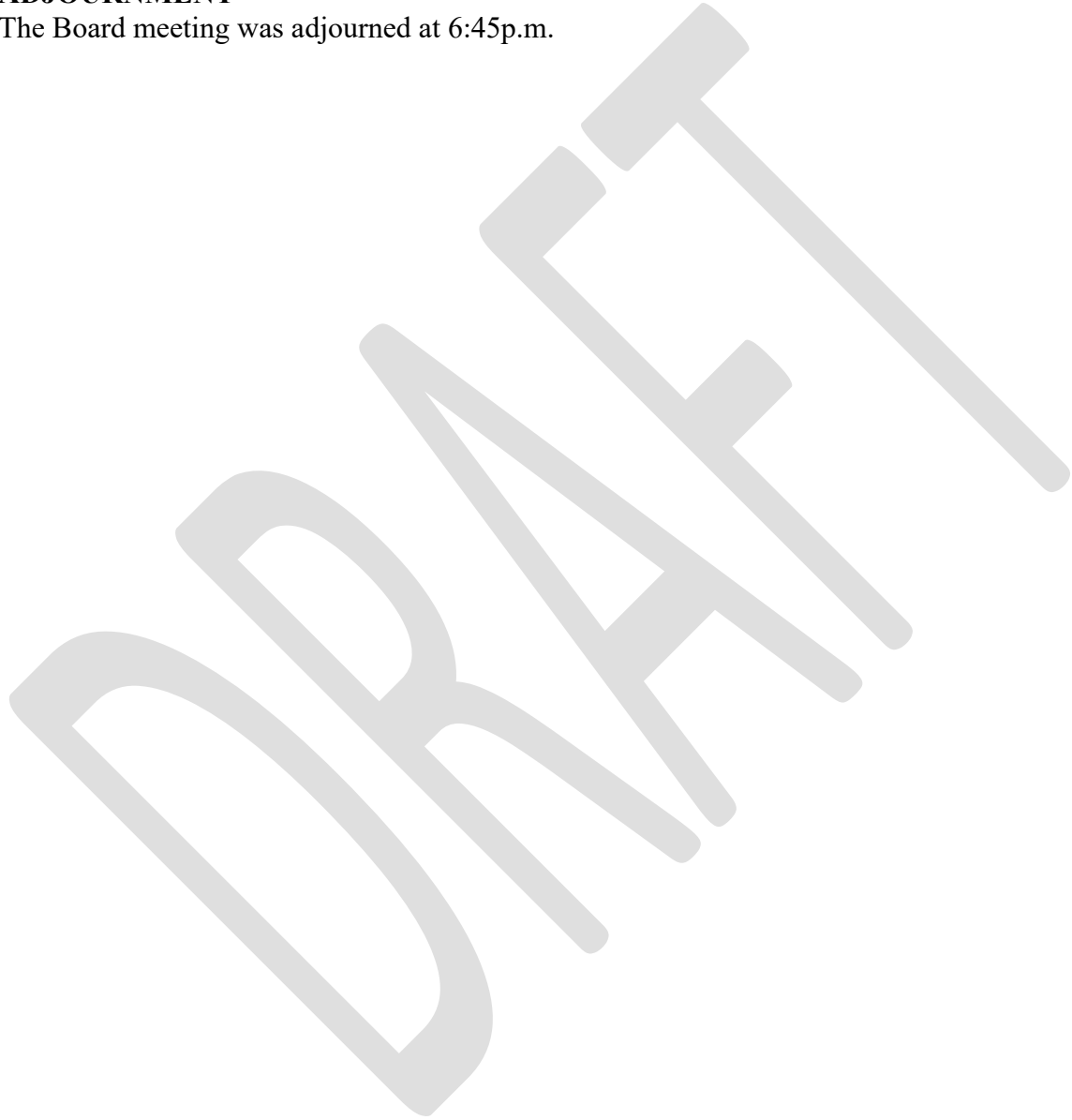
7. REPORTS AND ANNOUNCEMENTS

Chief Thrasher provided a brief department update and welcomed the three new Board Members to the organization. He recognized the efforts and work by all the divisions. He noted we are going to celebrate an Awards & Recognition ceremony which will be take place on February 23rd.

Board Member Newsom announced the retirement of CAO Corbett. This will be discussed further at the April meeting which would be his last.

8. ADJOURNMENT

The Board meeting was adjourned at 6:45p.m.





STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: April 12, 2023

Subject: Revised Salary Schedule

RECOMMENDATION

Adopt a resolution approving the revised salary schedules to reflect the hourly, monthly, and annual ranges for merit classifications within the San Mateo Consolidated Fire Department.

BACKGROUND

On May 25, July 13, September 13 and December 1, 2022, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved revised Compensation and Benefit Plans and employee resolutions that included salary increases, and defunded, abolished, and created new positions. Revisions to those previously-approved salary schedules are necessary to correct errors regarding the Firefighter Trainee position and to ensure that the schedules fully conform with prior direction given by the Board of Directors.

Title 2 of the California Code of Regulations (CCR) Section 570.5, requires the Fire Board to adopt a full salary schedule as a standalone document detailing the rates of pay for each department classification, and to maintain this salary schedule as a publicly available document for at least five years. The California Public Employees' Retirement System (CalPERS) uses this salary schedule to determine the "compensation earnable" when calculating the monthly pension an individual will receive when they retire. "Compensation earnable" is defined by the Public Employees Retirement Law (PERL) Government Code Sections 20636 and 20636.1 as pay rates and special compensation as defined in the statutes.

The merit salary schedules (Attachments B-E) reflect salary changes previously approved by the Board of Directors via resolution. Salary schedules are available to the public on the Department's website.

FISCAL IMPACT

The adopted FY 2022-23 budget assumed these changes.

ATTACHMENTS

- A. Resolution
- B. Revised Merit Salary Schedule – Effective 7/10/22
- C. Revised Merit Salary Schedule – Effective 7/24/22
- D. Revised Merit Salary Schedule – Effective 9/4/22
- E. Revised Merit Salary Schedule – Effective 12/11/22

RESOLUTION NO. RES-2023-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT APPROVING A REVISED SALARY
SCHEDULE TO REFLECT THE HOURLY, MONTHLY, AND ANNUAL RANGES FOR
MERIT CLASSIFICATIONS**

WHEREAS, on December 1, 2022, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors approved revised Compensation and Benefit Plans and employee Resolutions that included salary increases, and defunded, abolished, and newly created positions; and,

WHEREAS, Title 2 of the California Code of Regulations (CCR), Section 570.5, requires the Fire Board to adopt a full salary schedule as a standalone document detailing the rates of pay for each department classification, and to maintain this salary schedule as a publicly available document for at least five years; and,

WHEREAS, the California Public Employees' Retirement System (CalPERS) uses this salary schedule to determine the compensation earnable when calculating the monthly pension an individual will receive when they retire; and,

WHEREAS, revisions to the Merit salary schedules made December 11, 2022 are attached to reflect the hourly, monthly, and annual ranges and conform to CalPERS reporting requirements.

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

1. Approve the revised salary schedules, attached hereto and incorporated herein, to reflect the hourly, monthly, and annual ranges for merit classifications within San Mateo Consolidated Fire Department.

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 12th day of April, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5340	ADMINISTRATIVE ASSISTANT	NE	STEP 1	30.96	2,477.03	5,366.90	64,402.80
			STEP 2	32.36	2,589.15	5,609.83	67,317.96
			STEP 3	33.80	2,704.11	5,858.90	70,306.80
			STEP 4	35.32	2,825.69	6,122.33	73,467.96
			STEP 5	36.92	2,953.42	6,399.08	76,788.96
5025	ADMINISTRATIVE TECHNICIAN	NE	STEP 1	37.46	2,996.94	6,493.38	77,920.56
			STEP 2	39.12	3,129.88	6,781.40	81,376.80
			STEP 3	40.90	3,271.80	7,088.90	85,066.80
			STEP 4	42.77	3,421.29	7,412.80	88,953.60
			STEP 5	44.66	3,573.15	7,741.83	92,901.96
2106	BUSINESS MANAGER	E	STEP 1	56.36	4,508.42	9,768.25	117,219.00
			STEP 2	58.89	4,710.92	10,206.99	122,483.88
			STEP 3	61.54	4,923.25	10,667.05	128,004.60
			STEP 4	64.31	5,144.56	11,146.54	133,758.48
			STEP 5	67.20	5,375.80	11,647.57	139,770.84
5110	CENTRAL SERVICES WORKER	NE	STEP 1	21.62	1,729.70	3,747.69	44,972.28
			STEP 2	22.60	1,807.86	3,917.04	47,004.48
			STEP 3	23.61	1,889.40	4,093.70	49,124.40
			STEP 4	24.66	1,973.45	4,275.80	51,309.60
2410	DEPUTY FIRE CHIEF	E	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
3160	DEPUTY FIRE MARSHAL	NE	STEP 1	66.06	5,284.89	11,450.60	137,407.20
			STEP 2	68.98	5,518.79	11,957.38	143,488.56
			STEP 3	72.16	5,772.71	12,507.53	150,090.36
			STEP 4	75.41	6,031.90	13,069.11	156,829.32
			STEP 5	78.77	6,301.63	13,653.53	163,842.36
2415	EMERGENCY MEDICAL SERVICES MGR	E	STEP 1	66.25	5,300.07	11,483.48	137,801.76
			STEP 2	69.23	5,538.46	12,000.00	144,000.00
			STEP 3	72.35	5,787.72	12,540.06	150,480.72
			STEP 4	75.61	6,048.38	13,104.82	157,257.84
			STEP 5	79.01	6,320.98	13,695.45	164,345.40
2482	EMERGENCY SERVICES MANAGER	E	STEP 1	54.88	4,390.34	9,512.40	114,148.80
			STEP 2	57.35	4,587.90	9,940.45	119,285.40
			STEP 3	59.93	4,794.36	10,387.78	124,653.36
			STEP 4	62.63	5,010.10	10,855.22	130,262.64
			STEP 5	65.44	5,235.56	11,343.71	136,124.52

* 5/25/22 FB action. Add 3rd step to 3142 & 3143 and adjust Step 1 to 85% of Firefighter Step 1.
All classifications 40 hrs/wk unless noted.



Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5345	EMERGENCY SERVICES SPECIALIST	NE	STEP 1	30.96	2,477.03	5,366.90	64,402.80
			STEP 2	32.36	2,589.15	5,609.83	67,317.96
			STEP 3	33.80	2,704.11	5,858.90	70,306.80
			STEP 4	35.32	2,825.69	6,122.33	73,467.96
			STEP 5	36.92	2,953.42	6,399.08	76,788.96
2085	FIRE BAT CHIEF-40	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
2086	FIRE BAT CHIEF-56	E	STEP 1	59.35	6,647.14	14,402.14	172,825.68
			STEP 2	62.32	6,979.50	15,122.25	181,467.00
			STEP 3	65.44	7,328.50	15,878.42	190,541.04
			STEP 4	68.70	7,694.64	16,671.73	200,060.76
			STEP 5	72.14	8,079.46	17,505.49	210,065.88
3121	FIRE CAPTAIN-40 (LT DUTY)	NE	STEP 1	67.40	5,392.79	11,684.37	140,212.44
			STEP 2	70.48	5,639.11	12,218.08	146,616.96
			STEP 3	73.67	5,892.82	12,767.77	153,213.24
3120	FIRE CAPTAIN-56	NE	STEP 1	48.15	5,392.79	11,684.37	140,212.44
			STEP 2	50.35	5,639.11	12,218.08	146,616.96
			STEP 3	52.61	5,892.82	12,767.77	153,213.24
1150	FIRE CHIEF	E	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
2430	FIRE MARSHAL	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
3175	FIRE PREV INSPECT I	NE	STEP 1	52.20	4,176.49	9,049.07	108,588.84
			STEP 2	54.55	4,364.05	9,455.44	113,465.28
			STEP 3	57.04	4,563.17	9,886.87	118,642.44
			STEP 4	59.61	4,768.62	10,332.01	123,984.12
			STEP 5	62.27	4,982.50	10,795.42	129,545.04

* 5/25/22 FB action. Add 3rd step to 3142 & 3143 and adjust Step 1 to 85% of Firefighter Step 1.
All classifications 40 hrs/wk unless noted.



Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3178	FIRE PREV INSPECT II	NE	STEP 1	57.44	4,594.79	9,955.37	119,464.44
			STEP 2	60.02	4,801.29	10,402.79	124,833.48
			STEP 3	62.71	5,016.23	10,868.49	130,421.88
			STEP 4	65.52	5,241.70	11,357.01	136,284.12
			STEP 5	68.48	5,478.75	11,870.63	142,447.56
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	44.95	3,596.00	7,791.33	93,495.96
			STEP 2	46.97	3,757.60	8,141.47	97,697.64
			STEP 3	49.08	3,926.40	8,507.20	102,086.40
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	32.10	3,596.00	7,791.33	93,495.96
			STEP 2	33.55	3,757.60	8,141.47	97,697.64
			STEP 3	35.06	3,926.40	8,507.20	102,086.40
3144	FIREFIGHTER-40 (LT DUTY)	NE	STEP 0	50.74	4,058.42	8,793.24	105,518.88
			STEP 1	52.88	4,230.44	9,165.95	109,991.40
			STEP 2	55.20	4,416.30	9,568.66	114,823.92
			STEP 3	57.71	4,616.91	10,003.31	120,039.72
			STEP 4	60.35	4,827.84	10,460.31	125,523.72
3140	FIREFIGHTER-56	NE	STEP 0	36.24	4,058.42	8,793.24	105,518.88
			STEP 1	37.77	4,230.44	9,165.95	109,991.40
			STEP 2	39.43	4,416.30	9,568.66	114,823.92
			STEP 3	41.22	4,616.91	10,003.31	120,039.72
			STEP 4	43.11	4,827.84	10,460.31	125,523.72
2078	FLEET & FACILITIES MANAGER	E	STEP 1	58.33	4,666.59	10,110.95	121,331.40
			STEP 2	61.04	4,875.68	10,563.97	126,767.64
			STEP 3	63.69	5,095.23	11,039.67	132,476.04
			STEP 4	66.55	5,324.28	11,535.94	138,431.28
			STEP 5	69.56	5,564.74	12,056.94	144,683.28
5105	FLEET AND FACILITIES TECH	NE	STEP 1	38.70	3,095.78	6,707.53	80,490.36
			STEP 2	40.44	3,235.09	7,009.37	84,112.44
			STEP 3	42.26	3,380.67	7,324.79	87,897.48
			STEP 4	44.16	3,532.80	7,654.40	91,852.80
			STEP 5	46.15	3,691.78	7,998.85	95,986.20
2023	MGMT ANALYST I	NE	STEP 1	40.56	3,244.70	7,030.18	84,362.16
			STEP 2	42.40	3,392.04	7,349.43	88,193.16
			STEP 3	44.28	3,542.31	7,675.00	92,100.00
			STEP 4	46.28	3,702.27	8,021.58	96,258.96
			STEP 5	48.34	3,867.08	8,378.67	100,544.04

* 5/25/22 FB action. Add 3rd step to 3142 & 3143 and adjust Step 1 to 85% of Firefighter Step 1.
All classifications 40 hrs/wk unless noted.



Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2022	MGMT ANALYST II	E	STEP 1	44.53	3,562.68	7,719.13	92,629.56
			STEP 2	46.56	3,724.57	8,069.90	96,838.80
			STEP 3	48.63	3,890.35	8,429.09	101,149.08
			STEP 4	50.82	4,065.81	8,809.25	105,711.00
			STEP 5	53.09	4,247.08	9,202.01	110,424.12
5230	OFFICE ASSISTANT I	NE	STEP 1	23.51	1,880.48	4,074.38	48,892.56
			STEP 2	24.55	1,964.22	4,255.80	51,069.60
			STEP 3	25.62	2,049.84	4,441.33	53,295.96
			STEP 4	26.80	2,143.98	4,645.30	55,743.60
			STEP 5	28.00	2,240.02	4,853.38	58,240.56
5430	OFFICE ASSISTANT II	NE	STEP 1	28.34	2,267.46	4,912.83	58,953.96
			STEP 2	29.76	2,380.52	5,157.80	61,893.60
			STEP 3	31.25	2,499.74	5,416.10	64,993.20
			STEP 4	32.81	2,624.63	5,686.70	68,240.40
			STEP 5	34.45	2,756.15	5,971.65	71,659.80
5460	SYSTEMS ANALYST I	NE	STEP 1	44.87	3,589.04	7,776.25	93,315.00
			STEP 2	46.87	3,750.20	8,125.43	97,505.16
			STEP 3	48.96	3,917.16	8,487.18	101,846.16
			STEP 4	51.22	4,097.63	8,878.19	106,538.28
			STEP 5	53.50	4,280.01	9,273.36	111,280.32
2033	SYSTEMS ANALYST II	E	STEP 1	51.85	4,149.31	8,990.18	107,882.16
			STEP 2	54.19	4,334.68	9,391.80	112,701.60
			STEP 3	56.61	4,530.23	9,815.50	117,786.00
			STEP 4	59.21	4,735.97	10,261.26	123,135.12
			STEP 5	61.84	4,948.83	10,722.47	128,669.64

* 5/25/22 FB action. Add 3rd step to 3142 & 3143 and adjust Step 1 to 85% of Firefighter Step 1.
All classifications 40 hrs/wk unless noted.



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 07/24/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5340	ADMINISTRATIVE ASSISTANT	NE	STEP 1	32.20	2,576.11	5,581.58	66,978.96
			STEP 2	33.65	2,692.72	5,834.22	70,010.64
			STEP 3	35.15	2,812.27	6,093.26	73,119.12
			STEP 4	36.73	2,938.72	6,367.22	76,406.64
			STEP 5	38.40	3,071.56	6,655.04	79,860.48
5025	ADMINISTRATIVE TECHNICIAN	NE	STEP 1	38.96	3,116.82	6,753.12	81,037.44
			STEP 2	40.68	3,255.07	7,052.66	84,631.92
			STEP 3	42.54	3,402.67	7,372.46	88,469.52
			STEP 4	44.48	3,558.14	7,709.31	92,511.72
			STEP 5	46.45	3,716.08	8,051.50	96,618.00
2106	BUSINESS MANAGER	E	STEP 1	56.36	4,508.42	9,768.25	117,219.00
			STEP 2	58.89	4,710.92	10,206.99	122,483.88
			STEP 3	61.54	4,923.25	10,667.05	128,004.60
			STEP 4	64.31	5,144.56	11,146.54	133,758.48
			STEP 5	67.20	5,375.80	11,647.57	139,770.84
5110	CENTRAL SERVICES WORKER	NE	STEP 1	22.48	1,798.89	3,897.60	46,771.20
			STEP 2	23.50	1,880.18	4,073.72	48,884.64
			STEP 3	24.55	1,964.98	4,257.45	51,089.40
			STEP 4	25.65	2,052.38	4,446.83	53,361.96
2410	DEPUTY FIRE CHIEF	E	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
3160	DEPUTY FIRE MARSHAL	NE	STEP 1	66.06	5,284.89	11,450.60	137,407.20
			STEP 2	68.98	5,518.79	11,957.38	143,488.56
			STEP 3	72.16	5,772.71	12,507.53	150,090.36
			STEP 4	75.41	6,031.90	13,069.11	156,829.32
			STEP 5	78.77	6,301.63	13,653.53	163,842.36
2415	EMERGENCY MEDICAL SERVICES MGR	E	STEP 1	68.90	5,512.07	11,942.82	143,313.84
			STEP 2	72.00	5,760.00	12,480.00	149,760.00
			STEP 3	75.24	6,019.23	13,041.66	156,499.92
			STEP 4	78.63	6,290.31	13,629.01	163,548.12
			STEP 5	82.17	6,573.82	14,243.27	170,919.24
2482	EMERGENCY SERVICES MANAGER	E	STEP 1	57.08	4,565.95	9,892.90	118,714.80
			STEP 2	59.64	4,771.42	10,338.07	124,056.84
			STEP 3	62.33	4,986.13	10,803.29	129,639.48
			STEP 4	65.14	5,210.51	11,289.43	135,473.16
			STEP 5	68.06	5,444.98	11,797.46	141,569.52

* AFSCME 4% MOU increase. All classifications 40 hrs/wk unless noted.



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 07/24/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5345	EMERGENCY SERVICES SPECIALIST	NE	STEP 1	32.20	2,576.11	5,581.58	66,978.96
			STEP 2	33.65	2,692.72	5,834.22	70,010.64
			STEP 3	35.15	2,812.27	6,093.26	73,119.12
			STEP 4	36.73	2,938.72	6,367.22	76,406.64
			STEP 5	38.40	3,071.56	6,655.04	79,860.48
2085	FIRE BAT CHIEF-40	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
2086	FIRE BAT CHIEF-56	E	STEP 1	59.35	6,647.14	14,402.14	172,825.68
			STEP 2	62.32	6,979.50	15,122.25	181,467.00
			STEP 3	65.44	7,328.50	15,878.42	190,541.04
			STEP 4	68.70	7,694.64	16,671.73	200,060.76
			STEP 5	72.14	8,079.46	17,505.49	210,065.88
3121	FIRE CAPTAIN-40 (LT DUTY)	NE	STEP 1	67.40	5,392.79	11,684.37	140,212.44
			STEP 2	70.48	5,639.11	12,218.08	146,616.96
			STEP 3	73.67	5,892.82	12,767.77	153,213.24
3120	FIRE CAPTAIN-56	NE	STEP 1	48.15	5,392.79	11,684.37	140,212.44
			STEP 2	50.35	5,639.11	12,218.08	146,616.96
			STEP 3	52.61	5,892.82	12,767.77	153,213.24
1150	FIRE CHIEF	E	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
2430	FIRE MARSHAL	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
3175	FIRE PREV INSPECT I	NE	STEP 1	52.20	4,176.49	9,049.07	108,588.84
			STEP 2	54.55	4,364.05	9,455.44	113,465.28
			STEP 3	57.04	4,563.17	9,886.87	118,642.44
			STEP 4	59.61	4,768.62	10,332.01	123,984.12
			STEP 5	62.27	4,982.50	10,795.42	129,545.04

* AFSCME 4% MOU increase. All classifications 40 hrs/wk unless noted.



San Mateo Consolidated Fire Department Merit Salary Schedule

Effective Date: 07/24/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3178	FIRE PREV INSPECT II	NE	STEP 1	57.44	4,594.79	9,955.37	119,464.44
			STEP 2	60.02	4,801.29	10,402.79	124,833.48
			STEP 3	62.71	5,016.23	10,868.49	130,421.88
			STEP 4	65.52	5,241.70	11,357.01	136,284.12
			STEP 5	68.48	5,478.75	11,870.63	142,447.56
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	44.95	3,596.00	7,791.33	93,495.96
			STEP 2	46.97	3,757.60	8,141.47	97,697.64
			STEP 3	49.08	3,926.40	8,507.20	102,086.40
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	32.10	3,596.00	7,791.33	93,495.96
			STEP 2	33.55	3,757.60	8,141.47	97,697.64
			STEP 3	35.06	3,926.40	8,507.20	102,086.40
3144	FIREFIGHTER-40 (LT DUTY)	NE	STEP 0	50.74	4,058.42	8,793.24	105,518.88
			STEP 1	52.88	4,230.44	9,165.95	109,991.40
			STEP 2	55.20	4,416.30	9,568.66	114,823.92
			STEP 3	57.71	4,616.91	10,003.31	120,039.72
			STEP 4	60.35	4,827.84	10,460.31	125,523.72
3140	FIREFIGHTER-56	NE	STEP 0	36.24	4,058.42	8,793.24	105,518.88
			STEP 1	37.77	4,230.44	9,165.95	109,991.40
			STEP 2	39.43	4,416.30	9,568.66	114,823.92
			STEP 3	41.22	4,616.91	10,003.31	120,039.72
			STEP 4	43.11	4,827.84	10,460.31	125,523.72
2078	FLEET & FACILITIES MANAGER	E	STEP 1	60.66	4,853.26	10,515.39	126,184.68
			STEP 2	63.48	5,070.71	10,986.53	131,838.36
			STEP 3	66.24	5,299.04	11,481.26	137,775.12
			STEP 4	69.21	5,537.25	11,997.38	143,968.56
			STEP 5	72.34	5,787.33	12,539.22	150,470.64
5105	FLEET AND FACILITIES TECH	NE	STEP 1	40.25	3,219.61	6,975.83	83,709.96
			STEP 2	42.06	3,364.50	7,289.74	87,476.88
			STEP 3	43.95	3,515.90	7,617.78	91,413.36
			STEP 4	45.93	3,674.11	7,960.58	95,526.96
			STEP 5	48.00	3,839.45	8,318.80	99,825.60
2023	MGMT ANALYST I	NE	STEP 1	42.18	3,374.49	7,311.39	87,736.68
			STEP 2	44.10	3,527.73	7,643.41	91,720.92
			STEP 3	46.05	3,684.00	7,982.00	95,784.00
			STEP 4	48.13	3,850.36	8,342.44	100,109.28
			STEP 5	50.27	4,021.76	8,713.82	104,565.84

* AFSCME 4% MOU increase. All classifications 40 hrs/wk unless noted.



San Mateo Consolidated Fire Department Merit Salary Schedule

Effective Date: 07/24/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2022	MGMT ANALYST II	E	STEP 1	46.31	3,705.18	8,027.90	96,334.80
			STEP 2	48.42	3,873.55	8,392.70	100,712.40
			STEP 3	50.58	4,045.96	8,766.25	105,195.00
			STEP 4	52.85	4,228.44	9,161.62	109,939.44
			STEP 5	55.21	4,416.96	9,570.09	114,841.08
5230	OFFICE ASSISTANT I	NE	STEP 1	24.45	1,955.70	4,237.36	50,848.32
			STEP 2	25.53	2,042.78	4,426.03	53,112.36
			STEP 3	26.64	2,131.84	4,618.98	55,427.76
			STEP 4	27.87	2,229.74	4,831.11	57,973.32
			STEP 5	29.12	2,329.62	5,047.52	60,570.24
5430	OFFICE ASSISTANT II	NE	STEP 1	29.47	2,358.16	5,109.34	61,312.08
			STEP 2	30.95	2,475.74	5,364.11	64,369.32
			STEP 3	32.50	2,599.73	5,632.74	67,592.88
			STEP 4	34.12	2,729.62	5,914.17	70,970.04
			STEP 5	35.83	2,866.39	6,210.52	74,526.24
5460	SYSTEMS ANALYST I	NE	STEP 1	46.66	3,732.60	8,087.30	97,047.60
			STEP 2	48.74	3,900.21	8,450.45	101,405.40
			STEP 3	50.92	4,073.85	8,826.67	105,920.04
			STEP 4	53.27	4,261.53	9,233.32	110,799.84
			STEP 5	55.64	4,451.21	9,644.29	115,731.48
2033	SYSTEMS ANALYST II	E	STEP 1	53.92	4,315.29	9,349.79	112,197.48
			STEP 2	56.36	4,508.06	9,767.47	117,209.64
			STEP 3	58.87	4,711.44	10,208.12	122,497.44
			STEP 4	61.58	4,925.40	10,671.71	128,060.52
			STEP 5	64.31	5,146.79	11,151.37	133,816.44

* AFSCME 4% MOU increase. All classifications 40 hrs/wk unless noted.



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 09/04/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5340	ADMINISTRATIVE ASSISTANT	NE	STEP 1	32.20	2,576.11	5,581.58	66,978.96
			STEP 2	33.65	2,692.72	5,834.22	70,010.64
			STEP 3	35.15	2,812.27	6,093.26	73,119.12
			STEP 4	36.73	2,938.72	6,367.22	76,406.64
			STEP 5	38.40	3,071.56	6,655.04	79,860.48
5025	ADMINISTRATIVE TECHNICIAN	NE	STEP 1	38.96	3,116.82	6,753.12	81,037.44
			STEP 2	40.68	3,255.07	7,052.66	84,631.92
			STEP 3	42.54	3,402.67	7,372.46	88,469.52
			STEP 4	44.48	3,558.14	7,709.31	92,511.72
			STEP 5	46.45	3,716.08	8,051.50	96,618.00
2106	BUSINESS MANAGER	E	STEP 1	56.36	4,508.42	9,768.25	117,219.00
			STEP 2	58.89	4,710.92	10,206.99	122,483.88
			STEP 3	61.54	4,923.25	10,667.05	128,004.60
			STEP 4	64.31	5,144.56	11,146.54	133,758.48
			STEP 5	67.20	5,375.80	11,647.57	139,770.84
5110	CENTRAL SERVICES WORKER	NE	STEP 1	22.48	1,798.89	3,897.60	46,771.20
			STEP 2	23.50	1,880.18	4,073.72	48,884.64
			STEP 3	24.55	1,964.98	4,257.45	51,089.40
			STEP 4	25.65	2,052.38	4,446.83	53,361.96
2410	DEPUTY FIRE CHIEF	E	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
3160	DEPUTY FIRE MARSHAL	NE	STEP 1	69.03	5,522.71	11,965.88	143,590.56
			STEP 2	72.08	5,767.14	12,495.46	149,945.52
			STEP 3	75.41	6,032.48	13,070.37	156,844.44
			STEP 4	78.80	6,303.33	13,657.22	163,886.64
			STEP 5	82.31	6,585.20	14,267.94	171,215.28
2415	EMERGENCY MEDICAL SERVICES MGR	E	STEP 1	68.90	5,512.07	11,942.82	143,313.84
			STEP 2	72.00	5,760.00	12,480.00	149,760.00
			STEP 3	75.24	6,019.23	13,041.66	156,499.92
			STEP 4	78.63	6,290.31	13,629.01	163,548.12
			STEP 5	82.17	6,573.82	14,243.27	170,919.24
2482	EMERGENCY SERVICES MANAGER	E	STEP 1	57.08	4,565.95	9,892.90	118,714.80
			STEP 2	59.64	4,771.42	10,338.07	124,056.84
			STEP 3	62.33	4,986.13	10,803.29	129,639.48
			STEP 4	65.14	5,210.51	11,289.43	135,473.16
			STEP 5	68.06	5,444.98	11,797.46	141,569.52



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 09/04/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5345	EMERGENCY SERVICES SPECIALIST	NE	STEP 1	32.20	2,576.11	5,581.58	66,978.96
			STEP 2	33.65	2,692.72	5,834.22	70,010.64
			STEP 3	35.15	2,812.27	6,093.26	73,119.12
			STEP 4	36.73	2,938.72	6,367.22	76,406.64
			STEP 5	38.40	3,071.56	6,655.04	79,860.48
2085	FIRE BAT CHIEF-40	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
2086	FIRE BAT CHIEF-56	E	STEP 1	59.35	6,647.14	14,402.14	172,825.68
			STEP 2	62.32	6,979.50	15,122.25	181,467.00
			STEP 3	65.44	7,328.50	15,878.42	190,541.04
			STEP 4	68.70	7,694.64	16,671.73	200,060.76
			STEP 5	72.14	8,079.46	17,505.49	210,065.88
3121	FIRE CAPTAIN-40 (LT DUTY)	NE	STEP 1	71.20	5,695.75	12,340.79	148,089.48
			STEP 2	74.41	5,953.16	12,898.52	154,782.24
			STEP 3	77.73	6,218.28	13,472.94	161,675.28
3120	FIRE CAPTAIN-56	NE	STEP 1	50.85	5,695.75	12,340.79	148,089.48
			STEP 2	53.15	5,953.16	12,898.52	154,782.24
			STEP 3	55.52	6,218.28	13,472.94	161,675.28
1150	FIRE CHIEF	E	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
2430	FIRE MARSHAL	E	STEP 1	83.09	6,647.14	14,402.14	172,825.68
			STEP 2	87.25	6,979.50	15,122.25	181,467.00
			STEP 3	91.61	7,328.50	15,878.42	190,541.04
			STEP 4	96.18	7,694.64	16,671.73	200,060.76
			STEP 5	101.00	8,079.46	17,505.49	210,065.88
3175	FIRE PREV INSPECT I	NE	STEP 1	54.55	4,364.44	9,456.28	113,475.36
			STEP 2	57.00	4,560.43	9,880.93	118,571.16
			STEP 3	59.61	4,768.51	10,331.78	123,981.36
			STEP 4	62.29	4,983.21	10,796.95	129,563.40
			STEP 5	65.07	5,206.71	11,281.21	135,374.52



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 09/04/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3178	FIRE PREV INSPECT II	NE	STEP 1	60.02	4,801.55	10,403.36	124,840.32
			STEP 2	62.72	5,017.35	10,870.92	130,451.04
			STEP 3	65.53	5,241.96	11,357.57	136,290.84
			STEP 4	68.47	5,477.58	11,868.08	142,416.96
			STEP 5	71.56	5,725.30	12,404.81	148,857.72
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	46.97	3,757.82	8,141.94	97,703.28
			STEP 2	49.08	3,926.70	8,507.84	102,094.08
			STEP 3	51.29	4,103.09	8,890.02	106,680.24
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	33.54	3,757.82	8,141.94	97,703.28
			STEP 2	35.06	3,926.70	8,507.84	102,094.08
			STEP 3	36.64	4,103.09	8,890.02	106,680.24
3144	FIREFIGHTER-40 (LT DUTY)	NE	STEP 0	53.02	4,241.05	9,188.94	110,267.28
			STEP 1	55.26	4,420.81	9,578.42	114,941.04
			STEP 2	57.68	4,615.04	9,999.25	119,991.00
			STEP 3	60.31	4,824.67	10,453.46	125,441.52
			STEP 4	63.07	5,045.09	10,931.02	131,172.24
3140	FIREFIGHTER-56	NE	STEP 0	37.87	4,241.05	9,188.94	110,267.28
			STEP 1	39.47	4,420.81	9,578.42	114,941.04
			STEP 2	41.20	4,615.04	9,999.25	119,991.00
			STEP 3	43.07	4,824.67	10,453.46	125,441.52
			STEP 4	45.05	5,045.09	10,931.02	131,172.24
3140	FIREFIGHTER-56	NE	STEP 5	47.07	5,271.67	11,421.95	137,063.40
			STEP 0	37.87	4,241.05	9,188.94	110,267.28
			STEP 1	39.47	4,420.81	9,578.42	114,941.04
			STEP 2	41.20	4,615.04	9,999.25	119,991.00
			STEP 3	43.07	4,824.67	10,453.46	125,441.52
2078	FLEET & FACILITIES MANAGER	E	STEP 4	45.05	5,045.09	10,931.02	131,172.24
			STEP 5	47.07	5,271.67	11,421.95	137,063.40
			STEP 1	60.66	4,853.26	10,515.39	126,184.68
			STEP 2	63.48	5,070.71	10,986.53	131,838.36
			STEP 3	66.24	5,299.04	11,481.26	137,775.12
5105	FLEET AND FACILITIES TECH	NE	STEP 4	69.21	5,537.25	11,997.38	143,968.56
			STEP 5	72.34	5,787.33	12,539.22	150,470.64
			STEP 1	40.25	3,219.61	6,975.83	83,709.96
			STEP 2	42.06	3,364.50	7,289.74	87,476.88
			STEP 3	43.95	3,515.90	7,617.78	91,413.36
2023	MGMT ANALYST I	NE	STEP 4	45.93	3,674.11	7,960.58	95,526.96
			STEP 5	48.00	3,839.45	8,318.80	99,825.60
			STEP 1	42.18	3,374.49	7,311.39	87,736.68
			STEP 2	44.10	3,527.73	7,643.41	91,720.92
			STEP 3	46.05	3,684.00	7,982.00	95,784.00
2023	MGMT ANALYST I	NE	STEP 4	48.13	3,850.36	8,342.44	100,109.28
			STEP 5	50.27	4,021.76	8,713.82	104,565.84
			STEP 1	42.18	3,374.49	7,311.39	87,736.68



San Mateo Consolidated Fire Department

Merit Salary Schedule

Effective Date: 09/04/2022 *

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2022	MGMT ANALYST II	E	STEP 1	46.31	3,705.18	8,027.90	96,334.80
			STEP 2	48.42	3,873.55	8,392.70	100,712.40
			STEP 3	50.58	4,045.96	8,766.25	105,195.00
			STEP 4	52.85	4,228.44	9,161.62	109,939.44
			STEP 5	55.21	4,416.96	9,570.09	114,841.08
5230	OFFICE ASSISTANT I	NE	STEP 1	24.45	1,955.70	4,237.36	50,848.32
			STEP 2	25.53	2,042.78	4,426.03	53,112.36
			STEP 3	26.64	2,131.84	4,618.98	55,427.76
			STEP 4	27.87	2,229.74	4,831.11	57,973.32
			STEP 5	29.12	2,329.62	5,047.52	60,570.24
5430	OFFICE ASSISTANT II	NE	STEP 1	29.47	2,358.16	5,109.34	61,312.08
			STEP 2	30.95	2,475.74	5,364.11	64,369.32
			STEP 3	32.50	2,599.73	5,632.74	67,592.88
			STEP 4	34.12	2,729.62	5,914.17	70,970.04
			STEP 5	35.83	2,866.39	6,210.52	74,526.24
5460	SYSTEMS ANALYST I	NE	STEP 1	46.66	3,732.60	8,087.30	97,047.60
			STEP 2	48.74	3,900.21	8,450.45	101,405.40
			STEP 3	50.92	4,073.85	8,826.67	105,920.04
			STEP 4	53.27	4,261.53	9,233.32	110,799.84
			STEP 5	55.64	4,451.21	9,644.29	115,731.48
2033	SYSTEMS ANALYST II	E	STEP 1	53.92	4,315.29	9,349.79	112,197.48
			STEP 2	56.36	4,508.06	9,767.47	117,209.64
			STEP 3	58.87	4,711.44	10,208.12	122,497.44
			STEP 4	61.58	4,925.40	10,671.71	128,060.52
			STEP 5	64.31	5,146.79	11,151.37	133,816.44



San Mateo Consolidated Fire Department Effective Date: 12/11/2022 *
Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5340	ADMINISTRATIVE ASSISTANT	NE	STEP 1	32.20	2,576.11	5,581.58	66,978.96
			STEP 2	33.65	2,692.72	5,834.22	70,010.64
			STEP 3	35.15	2,812.27	6,093.26	73,119.12
			STEP 4	36.73	2,938.72	6,367.22	76,406.64
			STEP 5	38.40	3,071.56	6,655.04	79,860.48
5025	ADMINISTRATIVE TECHNICIAN	NE	STEP 1	38.96	3,116.82	6,753.12	81,037.44
			STEP 2	40.68	3,255.07	7,052.66	84,631.92
			STEP 3	42.54	3,402.67	7,372.46	88,469.52
			STEP 4	44.48	3,558.14	7,709.31	92,511.72
			STEP 5	46.45	3,716.08	8,051.50	96,618.00
2106	BUSINESS MANAGER	E	STEP 1	59.18	4,733.84	10,256.66	123,079.92
			STEP 2	61.83	4,946.46	10,717.34	128,608.08
			STEP 3	64.62	5,169.42	11,200.40	134,404.80
			STEP 4	67.53	5,401.79	11,703.87	140,446.44
			STEP 5	70.56	5,644.59	12,229.95	146,759.40
5110	CENTRAL SERVICES WORKER	NE	STEP 1	22.48	1,798.89	3,897.60	46,771.20
			STEP 2	23.50	1,880.18	4,073.72	48,884.64
			STEP 3	24.55	1,964.98	4,257.45	51,089.40
			STEP 4	25.65	2,052.38	4,446.83	53,361.96
2410	DEPUTY FIRE CHIEF	E	STEP 1	114.33	9,146.88	19,818.24	237,818.88
			STEP 2	119.48	9,558.49	20,710.06	248,520.72
			STEP 3	124.86	9,988.62	21,642.01	259,704.12
3160	DEPUTY FIRE MARSHAL	NE	STEP 1	69.03	5,522.71	11,965.88	143,590.56
			STEP 2	72.08	5,767.14	12,495.46	149,945.52
			STEP 3	75.41	6,032.48	13,070.37	156,844.44
			STEP 4	78.80	6,303.33	13,657.22	163,886.64
			STEP 5	82.31	6,585.20	14,267.94	171,215.28
2415	EMERGENCY MEDICAL SERVICES MGR	E	STEP 1	68.90	5,512.07	11,942.82	143,313.84
			STEP 2	72.00	5,760.00	12,480.00	149,760.00
			STEP 3	75.24	6,019.23	13,041.66	156,499.92
			STEP 4	78.63	6,290.31	13,629.01	163,548.12
			STEP 5	82.17	6,573.82	14,243.27	170,919.24
2482	EMERGENCY SERVICES MANAGER	E	STEP 1	57.08	4,565.95	9,892.90	118,714.80
			STEP 2	59.64	4,771.42	10,338.07	124,056.84
			STEP 3	62.33	4,986.13	10,803.29	129,639.48
			STEP 4	65.14	5,210.51	11,289.43	135,473.16
			STEP 5	68.06	5,444.98	11,797.46	141,569.52

* 5% MOU inc.1150,2410,2106,2430 & Fire BC. All Classif. 40 hrs/wk unless noted.



San Mateo Consolidated Fire Department Effective Date: 12/11/2022 *
Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
5345	EMERGENCY SERVICES SPECIALIST	NE	STEP 1	32.20	2,576.11	5,581.58	66,978.96
			STEP 2	33.65	2,692.72	5,834.22	70,010.64
			STEP 3	35.15	2,812.27	6,093.26	73,119.12
			STEP 4	36.73	2,938.72	6,367.22	76,406.64
			STEP 5	38.40	3,071.56	6,655.04	79,860.48
2085	FIRE BAT CHIEF-40	E	STEP 1	87.24	6,979.50	15,122.25	181,467.00
			STEP 2	91.61	7,328.47	15,878.36	190,540.32
			STEP 3	96.19	7,694.93	16,672.34	200,068.08
			STEP 4	100.99	8,079.38	17,505.32	210,063.84
			STEP 5	106.05	8,483.43	18,380.76	220,569.12
2086	FIRE BAT CHIEF-56	E	STEP 1	62.32	6,979.50	15,122.25	181,467.00
			STEP 2	65.44	7,328.47	15,878.36	190,540.32
			STEP 3	68.71	7,694.93	16,672.34	200,068.08
			STEP 4	72.14	8,079.38	17,505.32	210,063.84
			STEP 5	75.75	8,483.43	18,380.76	220,569.12
3121	FIRE CAPTAIN-40 (LT DUTY)	NE	STEP 1	71.20	5,695.75	12,340.79	148,089.48
			STEP 2	74.41	5,953.16	12,898.52	154,782.24
			STEP 3	77.73	6,218.28	13,472.94	161,675.28
3120	FIRE CAPTAIN-56	NE	STEP 1	50.85	5,695.75	12,340.79	148,089.48
			STEP 2	53.15	5,953.16	12,898.52	154,782.24
			STEP 3	55.52	6,218.28	13,472.94	161,675.28
1150	FIRE CHIEF	E	STEP 1	122.47	9,797.41	21,227.73	254,732.76
			STEP 2	128.59	10,287.29	22,289.12	267,469.44
			STEP 3	135.02	10,801.65	23,403.58	280,842.96
2430	FIRE MARSHAL	E	STEP 1	87.24	6,979.50	15,122.25	181,467.00
			STEP 2	91.61	7,328.47	15,878.36	190,540.32
			STEP 3	96.19	7,694.93	16,672.34	200,068.08
			STEP 4	100.99	8,079.38	17,505.32	210,063.84
			STEP 5	106.05	8,483.43	18,380.76	220,569.12
3175	FIRE PREV INSPECT I	NE	STEP 1	54.55	4,364.44	9,456.28	113,475.36
			STEP 2	57.00	4,560.43	9,880.93	118,571.16
			STEP 3	59.61	4,768.51	10,331.78	123,981.36
			STEP 4	62.29	4,983.21	10,796.95	129,563.40
			STEP 5	65.07	5,206.71	11,281.21	135,374.52



San Mateo Consolidated Fire Department Effective Date: 12/11/2022 *
Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
3178	FIRE PREV INSPECT II	NE	STEP 1	60.02	4,801.55	10,403.36	124,840.32
			STEP 2	62.72	5,017.35	10,870.92	130,451.04
			STEP 3	65.53	5,241.96	11,357.57	136,290.84
			STEP 4	68.47	5,477.58	11,868.08	142,416.96
			STEP 5	71.56	5,725.30	12,404.81	148,857.72
3142	FIREFIGHTER TRAINEE-40	NE	STEP 1	46.97	3,757.82	8,141.94	97,703.28
			STEP 2	49.08	3,926.70	8,507.84	102,094.08
			STEP 3	51.29	4,103.09	8,890.02	106,680.24
3143	FIREFIGHTER TRAINEE-56	NE	STEP 1	33.54	3,757.82	8,141.94	97,703.28
			STEP 2	35.06	3,926.70	8,507.84	102,094.08
			STEP 3	36.64	4,103.09	8,890.02	106,680.24
3144	FIREFIGHTER-40 (LT DUTY)	NE	STEP 0	53.02	4,241.05	9,188.94	110,267.28
			STEP 1	55.26	4,420.81	9,578.42	114,941.04
			STEP 2	57.68	4,615.04	9,999.25	119,991.00
			STEP 3	60.31	4,824.67	10,453.46	125,441.52
			STEP 4	63.07	5,045.09	10,931.02	131,172.24
			STEP 5	65.90	5,271.67	11,421.95	137,063.40
3140	FIREFIGHTER-56	NE	STEP 0	37.87	4,241.05	9,188.94	110,267.28
			STEP 1	39.47	4,420.81	9,578.42	114,941.04
			STEP 2	41.20	4,615.04	9,999.25	119,991.00
			STEP 3	43.07	4,824.67	10,453.46	125,441.52
			STEP 4	45.05	5,045.09	10,931.02	131,172.24
			STEP 5	47.07	5,271.67	11,421.95	137,063.40
2078	FLEET & FACILITIES MANAGER	E	STEP 1	60.66	4,853.26	10,515.39	126,184.68
			STEP 2	63.48	5,070.71	10,986.53	131,838.36
			STEP 3	66.24	5,299.04	11,481.26	137,775.12
			STEP 4	69.21	5,537.25	11,997.38	143,968.56
			STEP 5	72.34	5,787.33	12,539.22	150,470.64
5105	FLEET AND FACILITIES TECH	NE	STEP 1	40.25	3,219.61	6,975.83	83,709.96
			STEP 2	42.06	3,364.50	7,289.74	87,476.88
			STEP 3	43.95	3,515.90	7,617.78	91,413.36
			STEP 4	45.93	3,674.11	7,960.58	95,526.96
			STEP 5	48.00	3,839.45	8,318.80	99,825.60
2023	MGMT ANALYST I	NE	STEP 1	42.18	3,374.49	7,311.39	87,736.68
			STEP 2	44.10	3,527.73	7,643.41	91,720.92
			STEP 3	46.05	3,684.00	7,982.00	95,784.00
			STEP 4	48.13	3,850.36	8,342.44	100,109.28
			STEP 5	50.27	4,021.76	8,713.82	104,565.84

* 5% MOU inc.1150,2410,2106,2430 & Fire BC. All Classif. 40 hrs/wk unless noted.



San Mateo Consolidated Fire Department Effective Date: 12/11/2022 *
Merit Salary Schedule

JOB CODE	TITLE	E=Exempt NE=Non Ex	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2022	MGMT ANALYST II	E	STEP 1	46.31	3,705.18	8,027.90	96,334.80
			STEP 2	48.42	3,873.55	8,392.70	100,712.40
			STEP 3	50.58	4,045.96	8,766.25	105,195.00
			STEP 4	52.85	4,228.44	9,161.62	109,939.44
			STEP 5	55.21	4,416.96	9,570.09	114,841.08
5230	OFFICE ASSISTANT I	NE	STEP 1	24.45	1,955.70	4,237.36	50,848.32
			STEP 2	25.53	2,042.78	4,426.03	53,112.36
			STEP 3	26.64	2,131.84	4,618.98	55,427.76
			STEP 4	27.87	2,229.74	4,831.11	57,973.32
			STEP 5	29.12	2,329.62	5,047.52	60,570.24
5430	OFFICE ASSISTANT II	NE	STEP 1	29.47	2,358.16	5,109.34	61,312.08
			STEP 2	30.95	2,475.74	5,364.11	64,369.32
			STEP 3	32.50	2,599.73	5,632.74	67,592.88
			STEP 4	34.12	2,729.62	5,914.17	70,970.04
			STEP 5	35.83	2,866.39	6,210.52	74,526.24
5460	SYSTEMS ANALYST I	NE	STEP 1	46.66	3,732.60	8,087.30	97,047.60
			STEP 2	48.74	3,900.21	8,450.45	101,405.40
			STEP 3	50.92	4,073.85	8,826.67	105,920.04
			STEP 4	53.27	4,261.53	9,233.32	110,799.84
			STEP 5	55.64	4,451.21	9,644.29	115,731.48
2033	SYSTEMS ANALYST II	E	STEP 1	53.92	4,315.29	9,349.79	112,197.48
			STEP 2	56.36	4,508.06	9,767.47	117,209.64
			STEP 3	58.87	4,711.44	10,208.12	122,497.44
			STEP 4	61.58	4,925.40	10,671.71	128,060.52
			STEP 5	64.31	5,146.79	11,151.37	133,816.44



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: April 12, 2023

Subject: Booster Fuels, Inc. Purchase Order - Change Order No. 1

RECOMMENDATION

Adopt a resolution authorizing a change order in the amount of \$26,000 for a total contract amount not-to-exceed \$125,000 with Booster Fuels, Inc. for mobile delivery of diesel fuel for all fire apparatus and generators.

BACKGROUND

The San Mateo Consolidated Fire Department's revised Purchasing Procedures require Board approval for purchases exceeding \$100,000. The Department currently has an existing blanket purchase order with Booster Fuels, Inc for an amount not to exceed \$99,000 for fuel purchases. Staff has been monitoring expenditures associated with the apparatus and generator diesel fuel costs, and based on year-to-date expenditures, staff anticipates an additional \$26,000 in costs for a total amount not to exceed \$125,000 in purchases for fiscal year 2022-23.

ANALYSIS

Partially due to rising fuel costs over the past year, staff anticipates expending an additional \$26,000 for apparatus and generator diesel fuel with Booster Fuel for the remainder of the fiscal year. Approving this change order will bring the total amount not-to-exceed to \$125,000. The use of Booster Fuel allows for apparatus and generators to be conveniently fueled at our fire stations, which decreases time spent on gas trips.

FISCAL IMPACT

The adopted 2022-23 budget includes appropriations for fuel; thus, no additional budget appropriations are required.

ATTACHMENTS

- A. Resolution
- B. Purchase Order
- C. Draft Change Order No. 1

RESOLUTION NO. RES-2023-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$26,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$125,000 FOR BOOSTER FUELS, INC FOR MOBILE FUELING SERVICES TO DIESEL APPARATUS AND GENERATORS

WHEREAS, the SMC Fire Board of Directors approved the Department's Purchasing Procedure, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, staff has been monitoring expenditures associated with diesel fuel costs for apparatus and generators; and,

WHEREAS, based on year-to-date expenditures, staff anticipates exceeding \$100,000 in costs for the remaining fiscal year; and,

WHEREAS, to date, a blanket purchase order was processed in the amount of \$99,000; and,

WHEREAS, staff anticipates expending an additional \$26,000 for fuel with Booster Fuels for the remaining fiscal year.

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

1. Authorizing a change order in the amount not to exceed \$125,000 for Booster Fuels, Inc. for apparatus and generator diesel fuel.

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 12th day of April, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



SAN MATEO CONSOLIDATED FIRE DEPARTMENT

330 West 20th Avenue
San Mateo, CA 94403

DATE
8/4/2022

PO NUMBER
56-00477

VENDOR: 13000432
BOOSTER FUELS, INC.
1840 GATEWAY DR., #200
SAN MATEO, CA 94404

SHIP TO: SAN MATEO CONSOLIDATED FIRE D
ATTN:SAN MATEO CONSOLIDATED FI
1040 EAST HILLSDALE BLVD.
FOSTER CITY, CA 94404

FOB Point:
Terms: AP Net Invoice Due in 30 Days

BILL TO:

Req. Del. Date:

Contact: NAISAH MUHAMMAD

Special Inst: ***please do not send vendor copy***

REQ NUMBER: 56-000000486

Quantity	Unit	Description	Unit Price	Ext. Price
		BLANKET PURCHASE ORDER		
		FY 2022/2023 diesel fuel costs for apparatus at all fire stations from Booster Fuels. Invoices are billed monthly. Vendor provides mobile fueling services to diesel apparatus and generators at all fire stations.		0.00
		NTE: \$99,000.00		

Terms And Conditions

1. All claims for labor or material furnished must be filed within 30 days.
2. All packages, cartons or other containers must be plainly marked with the purchase order number.
3. All purchases F.O.B. destination unless otherwise specified on bid or purchase order.
4. The right is reserved to purchase in the open market and to charge the difference to the vendor in the event that deliveries are not made in the time specified in the bid or contract.

5. Whenever a delivery is rejected the vendor shall be notified and shall be given the reason for the rejection. All rejected deliveries shall be held at the vendors risk and he shall bear the expense of removal.
6. The San Mateo Consolidated Fire Department will not be responsible for articles furnished officials or employees without a purchase order signed by the authorized purchasing agent.

SUBTOTAL	0.00
TAX	0.00
FREIGHT	0.00
TOTAL	0.00

Account Number	Project Number	Amount	Account Number	Project Number	Amount

Authorized Signature

DEPARTMENT COPY



San Mateo Consolidated Fire Department

PROJECT

P.O. 56-00477

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

Contract Change Order No. 1

Distribution:
Purchasing Division,
Department File,
Contractor.

To: BOOSTER FUELS, INC.
1840 GATEWAY DR., #200
San Mateo, CA 94404

Date: 4/12/2023
You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on your contract.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

DESCRIPTION OF WORK

San Mateo Consolidated Fire Department's FY 2022/2023 mobile diesel fuel costs for apparatus and generators at all fire stations.

The blanket purchase order was originally set up with a limit of \$99,000. Increasing the limit by \$26,000 will cover all expenditures for the remainder of the fiscal year.

4/12/23 Fire Board Staff Report.

Total cost of change not to exceed

STATEMENT OF ACCOUNT

Original Contract Price \$99,000.00
Previous Change Orders \$0.00
Total to date \$99,000.00

This Change Order \$26,000.00

Revised Contract Price \$125,000.00
Approved

By Fire Board Resolution

Signature _____

Department: San Mateo Consolidated Fire Department

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore for the prices shown above.

By reason of this proposed change _____ days extension of time will be allowed.

Accepted, Date _____
Contractor

By _____

Title _____



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: April 12, 2023

Subject: Flyers Energy, LLC Purchase Order - Change Order No. 1

RECOMMENDATION

Adopt a resolution authorizing a change order in the amount of \$26,000 for a total contract amount not-to-exceed \$125,000 with Flyers Energy, LLC for vehicle fleet fuel.

BACKGROUND

The San Mateo Consolidated Fire Department's Purchasing Procedures require Board approval for purchases exceeding \$100,000. The Department currently has an existing blanket purchase order with Flyers Energy, LLC for an amount not to exceed \$99,000 for fuel purchases. Staff has been monitoring expenditures associated with the vehicle fleet's diesel and regular/unleaded fuel costs, and based on year-to-date expenditures, staff anticipates an additional \$26,000 in costs for a total amount not to exceed \$125,000 in purchases for fiscal year 2022-23.

ANALYSIS

Partially due to rising fuel costs over the past year, staff anticipates expending an additional \$26,000 for vehicle fleet fuel with Flyers Energy for the remainder of the fiscal year. Approving this change order will bring the total amount not-to-exceed \$125,000. The use of Flyers Fleet Card Program allows all vehicles in our fleet to utilize all designated Commercial fueling network (CFN) fueling locations throughout the department's service area, as well as throughout the state of California, at a competitive price.

FISCAL IMPACT

The adopted 2022-23 budget includes appropriations for vehicle fleet fuel; thus, no additional budget appropriations are required.

ATTACHMENTS

- A. Resolution
- B. Purchase Order
- C. Draft Change Order No. 1

RESOLUTION NO. RES-2023-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$26,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$125,000 FOR FLYERS ENERGY, LLC FOR VEHICLE FLEET FUEL

WHEREAS, the SMC Fire Board of Directors approved the Department's Purchasing Procedure, which requires Board approval for purchases exceeding \$100,000; and,

WHEREAS, staff has been monitoring expenditures associated with the vehicle fleet's diesel and regular and unleaded fuel costs; and,

WHEREAS, based on year-to-date expenditures, staff anticipates exceeding \$100,000 in costs for the remaining fiscal year; and,

WHEREAS, to date, a blanket purchase order was processed in the amount of \$99,000; and,

WHEREAS, staff anticipates expending an additional \$26,000 for vehicle fleet fuel with Flyers Energy for the remaining fiscal year.

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

1. Authorizing a change order in the amount not to exceed \$125,000 for Flyers Energy, LLC for vehicle fleet fuel.

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 12th day of April, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel



San Mateo Consolidated Fire Department

PROJECT

P.O. 56-00478

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

Contract Change Order No. 1

Distribution:
Purchasing Division,
Department File,
Contractor.

To: FLYERS ENERGY, LLC.
DEPT 34516, P.O. BOX 39000
San Francisco, CA 94139

Date: 4/12/2023
You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on your contract.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

DESCRIPTION OF WORK

San Mateo Consolidated Fire Department's FY 2022/2023 diesel and regular fuel.
The blanket purchase order was originally set up with a limit of \$99,000. Increasing the limit by \$26,000 will cover all expenditures for the remainder of the fiscal year.
4/12/23 Fire Board Staff Report.

Total cost of change not to exceed

STATEMENT OF ACCOUNT

Original Contract Price \$99,000.00
Previous Change Orders \$0.00
Total to date \$99,000.00

This Change Order \$26,000.00
Revised Contract Price \$125,000.00
Approved

By Fire Board Resolution

Signature _____

Department: San Mateo Consolidated Fire Department

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore for the prices shown above.

By reason of this proposed change _____days extension of time will be allowed.

Accepted, Date _____
Contractor _____

By _____

Title _____



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: April 12, 2023

Subject: **Authorize Six Vehicle Purchases Fiscal Year 2023**

RECOMMENDATION

Adopt a resolution to approve the purchase of six (6) Department vehicles including build-out, not to exceed \$270,000, and appropriate \$270,000 of unrestricted fund balance from the Vehicle and Equipment Replacement Fund to the fiscal year 2022-23 operating budget.

BACKGROUND

The Vehicle and Equipment Replacement Fund (ERF) applies to costs associated with San Mateo Consolidated Fire Department (SMC Fire) operations for funding the replacement of vehicles and equipment. This includes vehicles, computers, radios, and other major equipment. Funds for future replacement are collected while vehicles and equipment are in service so that when it is time for replacement, adequate funds are available.

The following positions have been added since the creation of the SMC Fire and require vehicles that were not initially accounted for in the ERF: Emergency Services Manager, Fleet and Facility Manager, Systems Analyst, and two Training Captains. These positions require a vehicle to efficiently complete their job duties.

Of those five vehicles, four are currently in need of a replacement. Two additional vehicles are needed to replace vehicles that are due for replacement in 2024 and have mechanical issues that will cost more to repair than the current value of the vehicles. The Department has reduced costs over the past four years by providing surplus vehicles for these new positions. These surplus vehicles are now past their usable life span and need to be replaced.

ANALYSIS

The six vehicles that will be purchased are specific for the requirements of the positions:

- One (1) Systems Analyst – Toyota Rav 4 Hybrid
- One (1) ESM Manager – Toyota Rav 4 Hybrid
- One (1) Fleet and Facility Manager – Toyota Tacoma
- One (1) Training Captain – Toyota Tacoma
- Two (2) Fire Inspectors – Toyota Rav 4 Hybrid

The Fleet Management develops specifications for new vehicles that meet operational needs and improve efficiency. As part of the process, quotes for different vehicles for additions and replacements

were obtained. It was determined that the Toyota Tacoma and Toyota Rav 4 Hybrid both provide increased fuel economy, decreased maintenance costs, and are appropriate vehicles for the positions they will serve. The State's Statewide Contracts for Fleet Vehicles provides contracted pricing to the State of California and local governmental agencies. Through the State of California Contract #GE038, we can secure government pricing.

FISCAL IMPACT

The purchase of these six vehicles was not included in the adopted 2022-23 budget. A budget appropriation of \$270,000 of unrestricted fund balance from the Vehicle and Equipment Replacement Fund will be needed to cover the purchase and contributes to the need to increase the collection rate for vehicle replacement beginning in fiscal year 2023-24. The following events also contribute to the Equipment Replacement Fund's need to increase collection rates in 2023-24:

- Purchase of three fire engines totaling \$2.4 million in January 2021
- Purchase of one fire engine and one fire truck totaling \$2.7 million in April 2022
- \$1.0 million for SMC Fire's share of the Workday ERP costs
- Decision to forgo year 3 of 3 of payments from the member agencies of accumulated equipment replacement funds of approximately \$2.1 million in fiscal year 2020-21
- Increase of replacement value to present day replacement costs
- Replenish fund balance in the Equipment Replacement Fund to reach \$5.0 million by 2027-28

ATTACHMENTS

A. Resolution

RESOLUTION NO. RES-2023-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING THE PURCHASE OF SIX DEPARTMENT VEHICLES INCLUDING BUILD-OUT FOR A TOTAL AMOUNT NOT TO EXCEED \$270,000 AND APPROPRIATE \$270,000 OF UNRESTRICTED FUND BALANCE FROM THE VEHICLE AND EQUIPMENT REPLACEMENT FUND TO THE FISCAL YEAR 2022-23 OPERATING BUDGET

WHEREAS, the Vehicle and Equipment Replacement Fund accounts for internal collections from SMC Fire operations to fund the replacement of vehicles and equipment; and,

WHEREAS, the positions of Emergency Services Manager, Fleet and Facility Manager, Systems Analyst, and one Training Captain require vehicles to efficiently complete their job duties; and,

WHEREAS, quotes for different vehicles for additions and replacements were obtained and it was determined to purchase two (2) Toyota Tacomas and four (4) Toyota Rav 4 Hybrids; and,

WHEREAS, through the State of California Contract #GE038, we can secure government pricing; and,

WHEREAS, sufficient funds have been accumulated in the Vehicle and Equipment Replacement Fund, and the purchase of this equipment was included in the adopted 2022-23 budget.

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

1. Authorize the purchase of six (6) Department vehicles including build-out for a total amount not to exceed \$270,000, and authorize the Fire Chief to sign purchase order agreements.
2. Approve an appropriation of \$270,000 of unrestricted fund balance from the Vehicle and Equipment Replacement Fund to the FY 2022-23 operating budget.

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 12th day of April, 2023, 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: April 12, 2023

Subject: E-Verify for Web Services Employers – Memorandum of Understanding

RECOMMENDATION

Approve the Department of Homeland Security's E-Verify Memorandum of Understanding for Web Services Employers, and authorize the Fire Chief to execute the agreement in substantially the form presented.

BACKGROUND

New hires are required to complete a Department of Homeland Security (DHS) Employment of Eligibility Verification form (I-9) and submit supporting documentation to their employer on the first day of employment. The employer must complete Section 2 of the I-9 ("Employer or Authorized Representative Review and Verification") within 3 business days of the employee's first day of employment. This includes physically examining employee's proof of identity and employment authorization. Currently this step is done in paper form.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the I-9 form. This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

A "Web Services Employer" is an employer who verifies employment authorization for its newly hired employees using a Web Services interface.

The Department is implementing Workday Human Capital Management (HCM), the Enterprise Resource Planning (ERP) system that will replace the current ERP system. Workday provides integration with E-Verify that will allow the new hire to complete the I-9 form electronically as well as for Human Resources staff to verify employee's proof of identity and employment authorization. In order to utilize E-Verify and its web services, the Department must agree to the E-Verify MOU.

FISCAL IMPACT

The Memorandum of Understanding does not impact the budget, as there is no cost to use E-Verify services. Workday HCM implementation costs are included in the fiscal year 2022-23 budget.

ATTACHMENTS

A. E-Verify Memorandum of Understanding for Web Services Employers



Company ID Number: 2101483

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and San Mateo (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 2101483

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 2101483

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 2101483

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 2101483

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 2101483

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 2101483

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 2101483

- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

Company ID Number: 2101483

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 2101483

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 2101483

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 2101483

Approved by:

Employer San Mateo Consolidated Fire Depart	
Name (Please Type or Print) Kent Thrasher	Title
Signature Electronically Signed	Date 03/10/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/10/2023



Company ID Number: 2101483

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	San Mateo Consolidated Fire Depart
Company Facility Address	1040 E Hillsdale Blvd Foster City, CA 94404
Company Alternate Address	
County or Parish	SAN MATEO
Employer Identification Number	831986577
North American Industry Classification Systems Code	922
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 2101483

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CA 1



Company ID Number: 2101483

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kent Thrasher
Phone Number 6505227900
Fax
Email kthrasher@smcfire.org

Name Jennifer Crims
Phone Number 6505227913
Fax
Email icrims@smcfire.org

Name Nicole Morales
Phone Number 6505227918
Fax
Email nmorales@smcfire.org

Name Angela DeNatale
Phone Number 6505227919
Fax
Email adenatale@smcfire.org



Company ID Number: 2101483



This list represents the first 20 Program Administrators listed for this company.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: April 12, 2023

Subject: **Compensation and Benefit Plan for the Fire Chief, Deputy Fire Chiefs and Business Manager**

RECOMMENDATION

Adopt a resolution to combine the compensation and benefits plans for the Fire Chief, Deputy Fire Chiefs and Business Manager to a single "Executive Command Staff" compensation and benefits plan.

BACKGROUND

The safety positions of Fire Chief and both Deputy Fire Chiefs and the non-safety position of Business Manager are unrepresented positions within the Department. Currently, each position has a separate plan for compensation and benefits requiring separate resolutions and Board action for any changes or adjustments. Having separate compensation and benefit plans for these positions can also lead to challenges when promoting due to variations in pay and/or benefits from one position to the next.

ANALYSIS

Combining the compensation and benefits plans of these positions will streamline the processes by which the Board provides compensation and benefits changes to these positions. By aligning the plans of the Fire Chief and Deputy Fire Chiefs with the Battalion Chiefs and aligning the plan for the Business Manager with the AFSCME Management Unit, there will be improved continuity when it comes to promotions and will reduce potential compaction issues.

FISCAL IMPACT

There is no fiscal impact for combining the positions under a single compensation and benefits plan.

ATTACHMENTS

- A. Resolution
- B. Drafted Executive Command Staff Compensation & Benefit Plan

RESOLUTION NO. RES-2023-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT COMBINING THE COMPENSATION AND
BENEFIT PLANS FOR THE FIRE CHIEF, DEPUTY FIRE CHIEFS, AND BUSINESS
MANAGER TO A SINGLE “EXECUTIVE COMMAND STAFF” COMPENSATION
AND BENEFIT PLAN**

WHEREAS, the safety positions of Fire Chief and both Deputy Fire Chiefs, and the non-safety position of Business Manager are unrepresented positions within the Department; and,

WHEREAS, each position has a separate plan for compensation and benefits requiring separate resolutions and board action for any changes or adjustments; and,

WHEREAS, combining the Compensation and Benefits plans of these positions will streamline the processes by which the Board provides compensation and benefits changes to these positions; and,

WHEREAS, aligning the plans of the Fire Chief and Deputy Fire Chiefs with the Battalion Chiefs and aligning the plan for the Business Manager with the AFSCME Management Unit, there will be improved continuity when it comes to promotions and will reduce potential compaction issues.

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

1. Authorize and approve the compensation and benefits plans for the Fire Chief, Deputy Fire Chiefs and Business Manager to a single “Executive Command Staff” compensation and benefits plan.

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 12th day of April, 2023, 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
FIRE CHIEF,
DEPUTY FIRE CHIEFS,
and
BUSINESS MANAGER**

Effective April 12, 2023

**COMPENSATION AND BENEFITS PLAN
FOR
THE FIRE CHIEF, DEPUTY FIRE CHIEFS, AND BUSINESS MANAGER
APRIL 12, 2023**

TABLE OF CONTENTS

Contents

ARTICLE I WAGES & BENEFITS	4
Section 1 - Wages	4
Section 2 - Retirement.....	4
Section 3 - Probationary Period.....	4
Section 4 - Special Pay and Allowance	4
Uniform Allowance	4
Standard Uniform.....	5
Educational Incentive Pay	5
Management Incentive Pay	5
Cell Phone	5
Section 5 - Department Provided Vehicles and Vehicle Allowances.....	5
Section 6 - Leave Accruals.....	5
Section 7 - Flexible Benefits Plan	5
Section 8 – Dental/Vision Insurance.....	5
Dental Insurance.....	5
Vision Insurance	5
Section 9 - Long Term Disability.....	6
Section 10 - Life Insurance.....	6
Section 11 - Deferred Compensation Plan	6
Section 12 – Retiree Health Savings (RHS) Account	6
Separation Pays	6
Section 13 - Pay for Temporary Assignment	6
ARTICLE II HOLIDAYS.....	6
Section 1 - Official Department Holidays	6
ARTICLE III VACATION AND OTHER LEAVES.....	6
Section 1 - Vacation Leave.....	6
Section 2 – Executive Leave	6
Sell Back.....	7
Section 3 – Recognition Leave	7
Performance Component.....	7

Section 4 - Discipline..... 7
Section 5 - Grievances 7
Section 6 - Duration..... 7

**COMPENSATION AND BENEFITS PLAN
FOR
THE FIRE CHIEF, DEPUTY FIRE CHIEFS, AND BUSINESS MANAGER**

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

All positions are at-will employees as defined in the Department Personnel Rules & Regulations Section 6.04.

The Fire Chief and Deputy Fire Chiefs are considered safety positions and the Business Manager position is a non-safety position.

ARTICLE I WAGES & BENEFITS

Section 1 - Wages

A three-step salary range has been established for the Fire Chief and Deputy Fire Chief, and a 5-step salary range has been established for the Business Manager classification. The current salary ranges are based on a forty-hour work week and are listed on the San Mateo Consolidated Fire Department Merit Salary Schedule. Initial Fire Chief salary step is determined by the Fire Board. The Fire Chief determines initial salary step for the Deputy Fire Chiefs and Business Manager.

Salary increases for all positions covered in this plan will be at the discretion of the Fire Board.

Section 2 - Retirement

Retirement benefits shall be in accordance with the Battalion Chief MOU for the Fire Chief and Deputy Fire Chiefs, and the AFSCME MOU for the Business Manager.

Employee Retirement Contributions:

Retirement contributions shall be in accordance with the Battalion Chief MOU for the Fire Chief and Deputy Fire Chief and the AFSCME MOU for the Business Manager.

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 Department Personnel Rules and Regulations (hereinafter called "Department Personnel Rules").

Section 4 - Special Pay and Allowance

Uniform Allowance

The Fire Chief and Deputy Fire Chief shall receive a uniform allowance in accordance with the Battalion Chiefs MOU.

The Department has an interest in requiring all safety employees to have a ClassA uniform. The Department will provide all necessary adjustments and components of the Class A uniform for the Fire Chief and Deputy Fire Chiefs.

Standard Uniform

All Safety personnel will be required to wear a standard uniform. The Fire Chief and Deputy Fire Chief uniform will be in accordance with the Department SOPs and the Battalion Chiefs MOU.

Educational Incentive Pay

The Deputy Fire Chiefs shall receive Educational Incentive(s) in accordance with the Battalion Chiefs MOU and the Business Manager shall receive Educational Incentive(s) in accordance with the ASFCME MOU.

Management Incentive Pay

The Fire Chief may receive Management Incentive Pay at the direction of the Fire Board.

Cell Phone

The cost of a cell phone used for department business shall be at the discretion of the Fire Chief.

Section 5 - Department Provided Vehicles and Vehicle Allowances

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

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

Section 6 - 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.

The accrual rates for the Fire Chief and Deputy Fire Chiefs shall be in accordance with the Battalion Chiefs MOU.

The accrual rates for the Business Manager shall be in accordance with the AFSCME MOU.

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.

Section 7 - Flexible Benefits Plan

Department contribution toward health coverage and provision for employees who opt out of coverage will be in accordance with the Battalion Chief MOU for the Fire Chief and Deputy Fire Chief and the AFSCME MOU for the Business Manager.

Section 8 – Dental/Vision Insurance

Dental Insurance

The Department shall provide coverage in accordance with the Battalion Chief MOU for the Fire Chief and Deputy Fire Chief and the AFSCME MOU for the Business Manager.

Vision Insurance

The Department shall provide coverage in accordance with the Battalion Chief MOU for the Fire Chief and Deputy Fire Chief and the AFSCME MOU for the Business Manager.

Section 9 - Long Term Disability

The Department shall pay the full amount to provide Long Term Disability (LTD) insurance in accordance with AFSCME MOU for the Business Manager.

Section 10 - 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 MOU for the Fire Chief and Deputy Fire Chief and the AFSCME MOU for the Business Manager.

Section 11 - Deferred Compensation Plan

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.

Section 12 – Retiree Health Savings (RHS) Account

The Department shall provide benefit contributions in accordance with the Battalion Chiefs MOU for the Fire Chief and Deputy Fire Chief.

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.

Section 13 - 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.

ARTICLE II HOLIDAYS

Section 1 - Official Department Holidays

The holidays to be observed shall be in accordance with the Battalion Chiefs and AFSCME MOUs.

ARTICLE III VACATION AND OTHER LEAVES

Section 1 - Vacation Leave

The Fire Chief and Deputy Fire Chiefs shall accrue and use Vacation Leave in accordance with the Battalion Chiefs MOU. The Business Manager shall accrue and use Vacation Leave in accordance with the AFSCME MOU.

Section 2 – Executive Leave

The Fire Chief and Deputy Fire Chiefs shall accrue and use Executive Leave in accordance with the Battalion Chiefs MOU. The Business Manager shall accrue and use Executive Leave in accordance with the AFSCME MOU.

Sell Back

Executive and Vacation Leave sell back for the Fire Chief and Deputy Fire Chiefs will be in accordance with the Battalion Chief MOU and the AFSCME MOU for the Business Manager.

Section 3 – Recognition Leave

Performance Component

The Fire Chief and Deputy Fire Chiefs may receive Performance Component Leave in accordance with the Battalion Chief MOU and the AFSCME MOU for the Business Manager.

Section 4 - Discipline

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

Section 5 - Grievances

Provisions regarding Grievance Procedures are found in the Department Personnel Rules & Regulations

Section 6 - Duration

This Plan shall take effect on April 12, 2023.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: April 12, 2023

Subject: The San Mateo County Firefighters, International Association of Firefighters Local 2400
– Memorandum of Understanding

RECOMMENDATION

Adopt a resolution to adopting the amended Memorandum of Understanding (MOU) with the San Mateo County International Association of Firefighters' Local 2400 (Local 2400).

BACKGROUND

On September 13, 2022, the Fire Board of Directors adopted a resolution amending the Local 2400 MOU. Following this adoption and prior to approving signatures, Department staff recognized two omissions regarding the Department's participatory management model Fire Action Consensus Team (FACT) and the Hazardous Materials (HAZMAT) incentive pay. Both items were agreed to by all parties, but the representative sections were erroneously omitted from the approved MOU.

Supporting FACT and HAZMAT language have subsequently been added to the appropriate sections of the MOU.

FISCAL IMPACT

There are no new fiscal impacts to the requested amendments.

ATTACHMENTS

- A. Resolution
- B. Local 2400 MOU

RESOLUTION NO. RES-2023-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT ADOPTING THE AMENDED
MEMORANDUM OF UNDERSTANDING WITH THE SAN MATEO COUNTY
FIREFIGHTERS' INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL
2400**

WHEREAS, on September 13, 2022, the Fire Board of Directors adopted a resolution amending the Local 2400 MOU; and,

WHEREAS, following this adoption and prior to approving signatures, Department staff recognized two omissions regarding the Department's participatory management model Fire Action Consensus Team (FACT) and the Hazardous Materials (HAZMAT) incentive pay; and,

WHEREAS, both items were agreed to by all parties, but the representative sections were erroneously omitted from the approved MOU; and,

WHEREAS, FACT and HAZMAT language have subsequently been added to the appropriate sections of the MOU.

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

1. Approval of the amended Memorandum of Understanding between San Mateo Consolidated Fire Department and San Mateo County Firefighters, Local 2400 International Association of Firefighters (IAFF).

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 12th day of April, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT
AND
SAN MATEO COUNTY FIREFIGHTERS, LOCAL 2400
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

July 1, 2022, to June 30, 2025

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 SAN MATEO CONSOLIDATED FIRE DEPARTMENT
 AND
 SAN MATEO COUNTY FIREFIGHTERS, LOCAL 2400
 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
 July 1, 2022 to June 30, 2025**

TABLE OF CONTENTS

Article 1	Administration	1
1.1	Union Recognition	1
1.2	Recognition	1
Article 2	Union Security.....	1
2.1	Payroll Deduction	1
2.2	Mail Distribution	1
2.3	Access to Work Locations	1
2.4	Use of Fire Department Facilities	1
2.5	Union Notice	2
2.6	Union Time Bank	2
Article 3	Probationary Period	2
3.1	Probationary Period	2
3.2	Firefighter-Engineer	2
3.3	Probationary Period Extension	3
3.4	Promotional Position	3
Article 4	Personnel Files	3
Article 5	Release of Information	3
Article 6	Performance Evaluations	4
Article 7	Special Industrial Injuries/Illnesses.....	4
Article 8	Rehabilitation	4
Article 9	Fire Department Function	4
Article 10	Health and Wellness	5
Article 11	Officers' Meetings.....	5
Article 12	Staffing	6
Article 13	Promotions / Certifications	6
13.1	Minimum Qualifications	6
13.2	Promotions for Fire Captain will be restricted to:	6
Article 14	Seniority for Other Than Layoffs	7

Article 15	Pay Rates	8
Article 16	Compensation Survey	8
Article 17	EMT / Fire Prevention Pay (Educational Incentive Pay)	9
17.1	Emergency Medical Technician.....	9
17.2	Fire Prevention Incentive Pay (Educational Incentive Pay).....	10
Article 18	Salary Step on Appointment.....	10
Article 19	Salary Advancement.....	10
Article 20	Pay Rate Step When Range Changed	11
Article 21	Paydays	11
Article 22	Educational Incentive Pay.....	11
22.1	Eligibility	11
22.2	Qualifications.....	11
22.3	General Provisions.....	12
Article 23	Base Pay Calculation.....	12
Article 24	Bilingual Differential	12
Article 25	Hazardous Material Team.....	12
Article 26	ALS Program.....	14
26.1	Assignment (Primary Paramedic)	14
26.2	Assignment (Secondary Paramedic)	14
26.3	Leaving the ALS Program.....	14
26.4	Continuing Education	15
26.5	Fire Captain Paramedics.....	15
26.6	Classic Medics - Captains Paramedics.....	15
Article 27	Hours of Work.....	16
Article 28	Light Duty Assignments.....	17
28.1	Light Duty Assignments	17
28.2	Limited Duty Schedule.....	17
28.3	Forty (40)-Hour Assignments	17
28.4	Training Captain	17
Article 29	Trades Exchange of On-Duty Time.....	18
Article 30	Overtime.....	19
30.1	Definitions.....	19
30.2	Practice	20
30.2.1	Regular Staffing.....	20

30.2.2	Voluntary Overtime Staffing Procedure	22
30.2.3	Mandatory Overtime Staffing Procedure	23
30.2.4	Holiday Mandatory Overtime Staffing Procedure	24
Article 31	Comp Time.....	26
Article 32	Temporary Upgrade Pay (Acting Pay).....	26
32.1	Fire Captain Temporary Upgrade Pay	26
32.2	Eligibility for Temporary Upgrade Assignments	27
32.3	Order of Assignment for Short Term Temporary Upgrade Captain Assignments 27	
32.4	Long Term Temporary Upgrade Captain Assignments	27
32.5	Temporary Upgrade Battalion Chief Assignment	27
Article 33	Leaves.....	27
33.1	Holiday Benefit for Forty (40) Hour Workweek Employees	27
33.2	Holiday-in-lieu Pay for Fifty-Six (56) Hour Workweek Employees	28
Article 34	Vacation.....	29
34.1	Policy	29
34.2	Vacation Allowance	29
34.3	Vacation Accumulation	30
34.4	Vacation Accumulation Maximums	30
34.4.1	Shift Employees:	30
34.4.2	Non-Shift Employees:	31
34.5	Continuous Service	31
34.6	Vacation Scheduling	31
34.7	Amount of Vacation Time	31
34.9	Vacation Allowance for Terminated Employees	32
34.10	Platoon/Station/Vacation Selection (Bidding Procedure)	32
Article 35	Sick Leave.....	32
35.1	Purpose	32
35.2	Sick Leave Accrual	32
35.3	Doctor's Certification	33
35.4	Protected Sick Leave and Bereavement Leave	33
35.5	Extended Sick Leave	34
Article 36	Leaves of Absence.....	34
36.1	Industrial Accident Leave	34

36.2	Military Leave	34
36.3	Jury Duty/Subpoena	34
36.4	Leave of Absence without Pay	35
36.5	Family Medical Leave Act (FMLA)	35
Article 37	Benefits	35
37.1	Health Insurance	35
37.3	Dental Insurance	37
37.4	Life Insurance/Accidental Death Insurance (AD&D Insurance)	37
37.5	Vision Insurance:	37
37.6	Retirement Health Savings Account	37
37.7	457 Plan – Deferred Compensation Plan	38
37.8	Internal Revenue Code Section 125 Plan	38
Article 38	Retirement	38
38.1	Safety	38
38.2	Military Buy Back	39
38.3	PERS Reopener	39
Article 39	Separation Pays	39
Article 40	Uniform Allowance	39
40.1	Initial Uniform Allowance	39
40.2	Uniform Allowance	39
40.3	Standard Uniform	39
40.4	Damage Reimbursement	40
Article 41	Mileage Allowance	41
Article 42	Mandatory Medicare/Social Security	41
Article 43	Grievance Procedure	41
43.1	Definition	41
43.2	Procedure	42
43.3	Step 1. Immediate Supervisor.	42
43.4	Step 2. Fire Chief.	42
43.5	Step 3. Mediation.	42
43.6	Step 4. Arbitration.	42
43.7	Extension of Time Limits	43
43.8	Compensation Complaints.	43
43.9	Suspension and Discharge Grievances	43

43.10	Interpretation of Memorandum.....	43
Article 44	Disciplinary Procedure.....	43
44.1	Discharge, Suspension or Demotion For Cause	43
44.2	Cause For Disciplinary Actions.....	43
44.3.	Penalties.....	44
44.4.	Predisciplinary Procedure	44
44.5.	Appeal Procedure	45
44.6	Time and Designee.....	45
44.7	Judicial Review.....	45
Article 45	Layoff and Reinstatement	45
45.1	Layoff Rights	45
45.2	Seniority for Purposes of Layoff	46
45.3	Order of Layoffs	46
45.4	Reassignment (on layoff).....	46
45.5	Notification	46
45.6	Right of Appeal.....	46
45.7	Termination Allowance	47
Article 46	Recall and Reinstatement Rights	47
Article 47	Miscellaneous Work Assignments.....	47
Article 48	Fire Department Rights	48
Article 49	Employee Rights	48
Article 50	Reemployment.....	48
Article 51	Concerted Activities	49
Article 52	Safety Committee.....	49
Article 53	Meals.....	49
Article 54	Separability of Provisions.....	49
Article 55	Fire Prevention	50
55.1	Eligible Candidates	50
55.2	Fire Prevention Schedule.....	50
Article 56	Term	51
APPENDIX A.....		53
CLASSIC FIRE CAPTAIN/PARAMEDICS		53
APPENDIX B.....		53
CATASTROPHIC LEAVE DONATION POLICY		53

APPENDIX C 55
 PLATOON/STATION/VACATION BID PROCEDURE55
APPENDIX D 57
 FIRE ACTION CONSENSUS TEAM.....57

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MATEO CONSOLIDATED FIRE DEPARTMENT
AND
SAN MATEO COUNTY FIREFIGHTERS, LOCAL 2400
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
July 1, 2022 to June 30, 2025**

Article 1 Administration

1.1 Union Recognition

The Department has recognized the International Association of Firefighters, Local 2400 (IAFF Local 2400) as the exclusive bargaining representative for all regular and probationary employees within the bargaining unit in the classifications of Firefighter-Engineer, Fire Prevention Inspector, Fire Captain, and Deputy Fire Marshal. For purposes of identification this unit shall be entitled the Fire Unit.

1.2 Recognition

The Fire Chief or his/her designee, or any person or organization authorized by the, is the representative in employer-employee relations.

Article 2 Union Security

2.1 Payroll Deduction

The Fire Department shall deduct biweekly from the pay of each authorizing employee IAFF Local 2400 dues and SMCFFA dues and other mutually agreed upon deductions. The Fire Department shall remit such deductions promptly to the Union.

2.2 Mail Distribution

The Union may distribute a reasonable amount of information to Fire Department employees through intra-and inter-departmental mail without interference or censorship.

2.3 Access to Work Locations

Staff representatives of the Union are authorized to visit work locations for the purpose of ascertaining whether or not this Agreement is being observed.

This right shall be exercised reasonably. Such staff representatives of the Union shall notify management before proceeding to or at the work location of their visit and shall not disrupt the normal conduct of work. Such activities as collection of dues, holding membership meetings, and conducting elections are prohibited during working hours without the prior approval of the Fire Chief or a designated representative.

2.4 Use of Fire Department Facilities

The Union may hold meetings of its members or representatives on Fire Department property provided that prior permission has been obtained from the Fire Department. Unless there are extraordinary circumstances such requests should be presented to the Fire Department at least twenty-four (24) hours prior to the anticipated time of the meeting.

The Union may maintain a Union bulletin board at each work location members are assigned to. The purpose of the board is to communicate with members as necessary to

provide adequate representation. The Fire Department will not censor the communications posted on the Union board nor tamper with or alter the board and its contents in any way without prior notification of the Union.

2.5 Union Notice

The Union shall be notified in advance in writing of any ordinance, rule, resolution, or regulation change relating to matters within the scope of representation not covered by this Agreement, which is to be adopted or implemented by the JPA Board of Directors.

The Union shall be given the opportunity to meet and confer prior to any enactment or implementation if meet and confer is required by law and a request is made. Such written notice shall be addressed to the Union DVPs. In cases of emergency where the JPA Board of Directors determines that an action must be enacted immediately, without prior notice or meeting with the Union, the Fire Department shall provide the Union such notice and the opportunity to meet and confer at the earliest practical time.

2.6 Union Time Bank

Upon request of the Local 2400, the Department shall create a Union time bank. Employees may utilize the Union Time Bank for attending Union/SMCFDFFA sponsored meetings, training, and events.

Local 2400 shall provide the Fire Chief or designee by April 1, of each year the specific amount that the employee shall contribute, under no circumstances shall the designated contribution exceed 2 hours per year. The employee's contribution shall come from of their earned vacation balances in the first full pay roll period in July of each year to the Union Time Bank. An employee may contribute additional accrued vacation balance. Additional contributions must be made in one (1) hour increments and are irrevocable.

All requests for use of the Union Time Bank shall be submitted to the District Vice President or his/her designee. The District Vice President or his/her designee shall submit release time requests in accordance with the Departments backfill procedures. All withdrawals from the Union Time Bank shall be done on an hourly basis. Tracking of deposits shall be done on an hourly basis and withdrawals done on an hourly basis.

The Department shall develop a system to account for the Union Time Bank. The Department shall provide quarterly statements to the District Vice President of the San Mateo Consolidated Firefighters Association IAFF Local 2400, which shall include:

- An accounting of all hourly deposits
- An accounting of all hourly withdrawals
- The current hour balance of the Union Time Bank

Article 3 Probationary Period

3.1 Probationary Period

The probationary period shall relate to the length of time it requires for an employee to become proficient in the particular position and for the appointing authority to adequately judge the proficiency. The probationary period for all positions shall be eighteen (18) months.

3.2 Firefighter-Engineer

The probationary period for a Firefighter-Engineer's position shall be eighteen (18) months, consisting of twelve (12) months of extensive training as a Firefighter, and finally six (6) months of apparatus operator training based on the State Fire Marshal Apparatus Operator 1A & 1B curriculum (or equivalency as approved by Training Chief). Upon satisfactory completion of the Firefighter portion of the training, the probationary Firefighter-Engineer shall be eligible for regularly scheduled salary step increases (except as outlined in Article 20, c). Failure to successfully complete either portion of training shall be cause for dismissal. Firefighter-Engineer probationary period shall be eighteen (18) months from the successful completion of the Fire Academy.

3.3 Probationary Period Extension

If an individual is hired with special requirements (as detailed in the letter offering employment) the individual must meet the conditions contained in the offer letter in order to complete their probationary period. The Department may extend an employee's probationary period up to six (6) months in order for the employee to meet the special requirements contain in their offer letter.

3.4 Promotional Position

The probationary period for a promotional position shall be twelve (12) months.

Article 4 Personnel Files

Employees (or his/her representative on the presentation of written authorization signed by the employee) may, by appointment, review and have a right to receive a copy of their individual personnel files maintained by the Fire Department Administration. Written reprimands and warnings shall be maintained in such files only in the event a copy of the document has been submitted to the employee.

An employee shall receive a copy of any written reprimand or warning prior to its being placed in the employee's personnel file.

The Department shall provide an opportunity for the employee to respond in writing and personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of their permanent personnel record. No disciplinary information shall be placed in a personnel file without the knowledge of the employee, preferably with employee's signature and date.

Letters of reprimand/warning shall be removed from an employee's official personnel file, and any other file used by the employer for any personnel purpose, after one (1) year upon the written request of the employee and approval by the department head.

Article 5 Release of Information

Unless required by court process, information requested by creditors or other persons outside the Department concerning employees will be limited to verification of employment, length of employment and confirmation of salary information (if the person inquiring first states the correct salary to the Fire Department). Release of more specific information may be authorized by the employee in writing, signed by the employee.

Article 6 Performance Evaluations

The Local 2400 District Vice President, Association President, and Association Vice President shall serve on a committee with the Fire Chief's designee and two representatives of Fire Management with the goal of establishing a performance evaluation form as needed when changes to the performance evaluation system are desired by management. All recommendations of this committee shall be submitted to the Fire Chief within the time frames requested who shall evaluate them and determine whether or not to implement them.

Article 7 Special Industrial Injuries/Illnesses

Exposure History

The Department will provide at no cost to the bargaining unit member a system to track employee exposures to hazardous or infectious materials.

Article 8 Rehabilitation

With the approval of the Fire Chief or his/her designee, and the employee concerned, any past, present or future employee on disability retirement, or facing disability retirement, may be transferred and/or reinstated to a position in another class at the same or lower salary range for which the Fire Chief, or his/her designee, finds the employee qualified. Such reinstatement and/or transfer shall be voluntary with the employee, entered into only after the options are explained. Such reinstatement and/or transfer shall require the service of a new probationary period unless such probationary period is waived by the Fire Chief. Credit for previous employment shall be granted in computing vacation and sick leave accrual. Credit for previous employment may be granted in computing salary or other benefits on the specific recommendation of the Fire Chief or his/her designee, at time of transfer and/or reinstatement.

Article 9 Fire Department Function

Fire Department personnel working a fifty-six (56)-hour workweek shall operate under a ten (10)-hour activity schedule outlined below: An example of a duty shift for the Fire Department is as follows:

0800 – 0900:	Exchange Information, Conference Call, EMS, Apparatus Check and Station Maintenance
0900 – 1130:	Scheduled Activities: Fire Prevention, Training, Public Contacts/ Education, etc.
1130 – 1300:	Lunch
1300 – 1600:	Same as 0900 – 1130
1600 – 1800:	Physical Fitness

The duty day outlined above may be rescheduled or rearranged as needed by the company officer in cooperation with the crew and Battalion Chief with consideration for the daily activity schedule to accomplish training such as in service, context, specialized, probationary, driver operator, truck and interagency training. If the duty shift is changed, the company officer shall provide a meal period at or near noon, if possible, and up to 2 hours of wellness time. It is understood that if training extends into the mealtime, such lost time will be provided for at the conclusion of training or at the discretion of the Company Officer.

It is understood that flexibility is the key to the successful operation and efficiency of the Fire Department. Periodically, there is a need to conduct some activities, i.e. Public Education and Community Contacts, etc. outside of the normal duty day, 0800 – 1800 hours, and when this happens, efforts shall be made to allow companies to adjust their scheduled activities for the day to accommodate those evening activities.

All fire suppression personnel will be trained in fire prevention regulations and techniques and each fire company is expected to perform fire prevention inspections.

Public Education and Community Contact Program. This program requires that the fire service reach out to the community to increase community's knowledge and ability to protect themselves and their families.

The objectives of this program will be:

- a. To make community contacts that will enhance the community's knowledge and familiarity with the department's services and capabilities.
- b. Seek opportunities to enhance the community's confidence in the department and its personnel.
- c. Make public presentations that will enhance the community's knowledge and ability to prevent fires, injuries, loss of property, and enhance our ability to respond to their fire, medical and emergency and disaster needs.

In an effort to achieve these objectives, all fire personnel will be trained in public presentation skills and techniques and each fire company is expected to present one public presentation per year.

A public presentation is pre-arranged and scheduled in advance of the activity. A public presentation shall be scheduled at least one shift prior to the same platoon's duty day. A public presentation is: 1) pre-scheduled, 2) before a group of people, and 3) discussing and educating the public on fire safety, fire prevention, etc. Attending a block party, birthday party, or routine unscheduled station tours may not be considered to be a public presentation.

Article 10 Health and Wellness

All employees are encouraged to participate in the Fire Department Health and Wellness Program. The goals of the program are to assist each employee in leading a healthier and more productive life through cardiovascular fitness and health education.

The Health and Wellness Program adopts fitness goals consistent with the functions of the firefighting profession, which are reviewed and approved by the Safety/Health and Wellness Committee.

Wellness health screens will be offered each year to all employees. The profiles will be confidential in accordance with federal and state law (for example HIPAA).

Article 11 Officers' Meetings

Up to three general officers' meetings may be conducted each year. Notification of dates shall be done three months in advance. The meetings will be scheduled so as to impact each platoon

as equally as possible. Possible subjects shall include special management training sessions, current departmental information and a forum for new ideas and recommendations.

These meetings shall be designed to foster improved communications between management and fire supervisory personnel.

Off-duty Captains are encouraged to attend these meetings so as to provide maximum participation and benefit to the Fire Department. Off-duty Captains who choose to attend, if attending off-duty and not on a paid leave, shall be paid overtime.

Article 12 Staffing

The Fire Department shall assign three (3) Fire Personnel to operate each engine dispatched for emergency service and four (4) Fire Personnel to operate each of the JPA's currently designated front line aerial trucks.

Should the Fire Department add temporary additional aerial truck companies, staffing shall be at least three (3) for any additional aerial truck(s).

The Fire Department shall have a minimum of 5 Fire Personnel on duty for Hazmat Responses.

Article 13 Promotions / Certifications

Promotional examinations shall be conducted on order of the Fire Chief or his/her designee whenever practical and consistent with the best interest of the service. Employees are encouraged to prepare for, and compete in, promotional examinations. Only candidates who meet the requirements set forth in the promotional announcement and Section 13.2 may compete in promotional examinations.

13.1 Minimum Qualifications

Any employee within the firefighter/engineer classification in order to participate in the Captain's promotional testing process must meet the following:

- Must have a minimum of 6 years of tenure (a combination of service with San Mateo, Foster City, Belmont and/or the JPA) in the Firefighter/Engineer classification;
- Must have completed and maintained all training and certification's (including task books) to be recognized as an acting captain by the Department.

These qualifications must be attained prior to the close of the application period for the promotional examination process in order to be eligible to participate in the promotional examination.

13.2 Promotions for Fire Captain will be restricted to:

Regular employees who meet the requirements set forth in the promotional announcement.

The Fire Captain promotional examination will include elements that evaluate the candidate's ability to perform the duties of the higher position and to evaluate the skill and experience pertinent to the Fire Department. Prior to the testing process, labor will provide a representative to meet with the Chief (or designee) to review the structure of the testing process as described in the MOU. This review does not suggest a need for approval from

labor prior to proceeding with the process. It is meant to help avoid complaints that the structure of the testing process was inconsistent with the language in the MOU. The Fire Captain's promotional process shall consist of the following components:

- a. **Written Examination:** A written examination will be administered to all qualifying applicants. The instrument will be used to qualify candidates based on a minimum passing grade of seventy percent (70%). Successful candidates will proceed on to the assessment phase. Individual test scores will account for fifteen (15%) of the final score.
- b. **Assessment Components:** (seventy percent (70%) of the final score.) There shall be an assessment component used to rank individuals on a hiring list. Each individual segment weight shall be predetermined and disclosed on the official job announcement. Candidates shall be assessed as to their ability to effectively function within a participative management structure during this phase of the examination. The assessment component, among other things, will include a tactical exercise. A minimum passing score of seventy percent (70%) is required.
- c. **Staff Review:** (fifteen percent (15%) of the final score) The DVPs' shall select 5 Fire Department staff (supervisors/line personnel) who represent all portions of the organization, who will evaluate applicants in a structured process. A minimum passing score of seventy percent (70%) is required.
- d. Applicants will be required to successfully complete all phases of the promotional examination to secure a position on the hiring list. The Fire Chief shall have the rule of three (3) (number of promotions plus two (2), plus any ties when considering applicants for promotion).

If Fire Chief chooses to deviate from the order of the list, and the passed over employee requests an explanation, the Fire Chief will meet in a timely fashion with the employee and provide an explanation.

If there is a minimum of three qualified applicants within the Department, the Department will conduct an internal promotional exam.

Article 14 Seniority for Other Than Layoffs

The Department shall keep an up-to-date seniority list of all employees covered by this agreement and post the seniority list in a conspicuous place. The posted list will show the date of hire and/or promotion date for Captains, for each employee if the dates are different.

Date of hire shall be based on the employee's starting date in the Department.

If more than one firefighter has the same entry date, the following criteria in order will be used to establish seniority:

1. Lateral firefighters will be placed on the seniority list by order of their ranking in the hiring process, following the Chief's interview.
2. Entry level firefighters will be placed on the seniority list by order of their ranking in the hiring process, following the Chief's interview.

Promotion date will be based on an employee's date of promotion to Captain and is not subject to adjustment for any leaves without pay. The entry date and promotional date shall only be used to determine seniority for internal Fire Department procedures where selection is based on seniority such as annual vacation and station/platoon selections. When more than one captain is promoted on the same day, the order of their ranking in the hiring process, following the Chief's interview shall determine placement on the seniority list.

This provision is for the convenience of the parties and in case of any disputes concerning the accuracy of the posted list, the grievance procedure may be utilized (up to and including Step 2 of the grievance procedure); however, such grievance must be filed within thirty (30) days after the posting of the seniority listing.

Appendix B is the initial seniority for the combination of Belmont Fire Protection District, City of San Mateo Fire Department and City of Foster City/Estero Municipal Improvement District.

Article 15 Pay Rates

Effective September 4, 2022, the pay rates for all classifications in the Unit are established as follows.

Effective September 4 2022, base pay rates shall be increased by four point five percent (4.5%) for all classifications in the Unit.

Effective July 9, 2023, base pay rate shall be increased by three point five percent (3.5%) for all classifications in the Unit.

Effective July 7, 2024, base pay rates shall be increased by three percent (3.0%) for all classifications in the Unit.

Effective September 4, 2022 the classification of Captain shall receive a \$1,500 equity adjustment that shall be added to their annual base wage and paid per pay period. This equity adjustment shall be applied to all steps of the salary range prior to any scheduled salary increases.

Effective July 9, 2023, the classification of Captain shall receive a \$1,500 equity adjustment that shall be added to their annual base wage and paid per pay period. This equity adjustment shall be applied to all steps of the salary range prior to any scheduled salary increases.

Article 16 Compensation Survey

The Department and Local 2400 will establish a labor/management committee to jointly work together to create a compensation survey. The purpose of the compensation survey is to assist the parties in negotiating a successor MOU.

The committee will consist of two members appointed by Management and two members appointed by Local 2400. The first meeting of the committee will be held at least eight months prior to the expiration of the MOU (For this case MOU November 2024).

The Committee is assigned to determine how the survey data will be collected.

Survey data will be collected from comparable positions in agencies providing fire related services (with a minimum service population of 75,000 and a maximum service population of 250,000) within San Mateo, Alameda and Santa Clara Counties. Data will be collected for the Firefighter/Engineer and Fire Captain classifications. If an agency does not have a Firefighter/Engineer classification, data will be collected for the Firefighter and Engineer classifications. To determine market median for Firefighter/Engineer, the Department will use top step Engineer and top step Firefighter classifications. The top step salaries will be put into the following formula to determine the salary figure to be used in the compensation survey.

- $((\text{top step Engineer salary} + \text{top step Firefighter salary})/2 + \text{top step Engineer salary}) / 2$

The cutoff date for the collection of data will be the first of the month, 5 months prior to the expiration of the MOU (in this case February 1, 2025). All future negotiated salary increases, known on the first of the month, 5 months prior to the expiration of the MOU and effective prior to 2 months after the expiration of the MOU (in this case February 1, 2025 and effective prior to September 1, 2025) shall be included in base top step salary for all comparable classifications. Any increases negotiated beyond 2 months after the expiration of the MOU (in this case September 1, 2025) shall not be included in the compensation survey. If an agreement has a salary/benefit increase effective prior to two months after the expiration of the MOU (in this case September 1, 2025), but is not adopted by the governing body until after the first of the month five months prior to the expiration of the MOU (in this case February 1, 2025), those increases will not be included in the compensation survey.

The compensation survey will at least include the following:

- Top Step Base Salary
- EMT Pay
- Employer Health and Welfare Contribution (Medical, Dental, Vision, Life Insurance)
- Holiday Pay/Holiday Time (if not included in base salary)
- Employee contribution to retirement

In addition to the data collected above, data regarding the following will also be collected:

- Paramedic Pay
- Uniform Allowance
- Education Incentive
- Any other item the Committee determines appropriate to be collected
- Employer contribution to retirement

Article 17 EMT / Fire Prevention Pay (Educational Incentive Pay)

17.1 Emergency Medical Technician

The possession of an Emergency Medical Technician Certificate will enhance ability to serve the community. This enhancement creates additional job responsibilities for the employees. The Department shall provide the continuous opportunity for all employees covered by this MOU to become EMT certified and re-certified, as necessary, while on duty.

- a. EMT Incentive Pay
 - 1) Employees that earn an Emergency Medical Technician Certificate shall receive incentive pay of five percent (5%) of base salary per month. The Department will continue to report EMT Pay at five percent (5%) as PERS-

able income. EMT pay will be considered as part of base pay for purposes of calculations for overtime.

17.2 Fire Prevention Incentive Pay (Educational Incentive Pay)

This Special Compensation is paid to Deputy Fire Marshals and Fire Inspectors covered by this MOU for completing education courses and certificates which enhance their ability to do their job. For Fire Prevention employees possessing State Certification as a Fire Inspector II or have attained an ICC Certification in the Uniform Fire Code, the Department will provide a two and one-half percent (2.5%) differential.

Fire Prevention employees must complete twenty-four (24) hours of continuing education in the California Fire Code or fire prevention field every twenty four (24) months to maintain the certification. Employees will be allowed to attend training classes on duty.

Fire Prevention employees who attain a State Fire Training Plan Examiner Certification shall receive a two and one-half percent (2.5%) differential.

Article 18 Salary Step on Appointment

The entrance salary for any employee shall be at the minimum salary for the class, except when in the opinion of the Fire Chief circumstances warrant appointment at a higher step.

Article 19 Salary Advancement

Salary advancements to succeeding steps within an established range shall be based on merit and normally be granted at intervals of twenty-six (26) pay periods except as stated in a through d below.

- a. An employee who is promoted shall have his/her salary adjusted to the first step of the salary range for the higher class that is at least four and one half per cent (4.5%) greater than the employee's salary and certification pays before promotion, except that under no circumstance shall the employee receive a salary that is greater than the maximum salary established for the class to which he/she is promoted.
- b. All employees who have been granted a military leave may upon their return to the Fire Department service, be entitled to the normal salary advancements within the range scale of the established wage schedule of their classifications that occurred during the period they were in the military service.
- c. The date of a scheduled salary increase may be advanced up to thirteen (13) pay periods, which shall be the new anniversary date for computation of salary adjustments, based on merit as evidenced by an evaluation of the ability of the employee to meet established standards in view of time in grade on the approval of the Fire Chief.
- d. The date of a scheduled salary increase may be delayed up to twenty-six (26) pay periods as evidenced by a written performance improvement plan that details deficient performance and objectives to meet Department expectations. Delay of step advancement may be reviewed by the Fire Chief or his/her designee, at

employee request. Delay of step is not otherwise appealable or grievable under this MOU. The decision of the Fire Chief relative to delay of step shall be final.

Article 20 Pay Rate Step When Range Changed

- a. Upon promotion, the pay rate of an employee shall be set in accordance with Article 19 a.
- b. An employee who is demoted shall have his/her salary reduced to a rate not higher than the maximum rate for the new class.
- c. An employee who is transferred to a position in a class with the same entrance base salary shall be paid at his/her present rate, or at the next higher rate in case there is not exact conformity between the two intervening rates in the salary ranges of the classes.

Article 21 Paydays

Payday shall be every other Friday.

Article 22 Educational Incentive Pay

22.1 Eligibility

The educational incentive program is open to all employees in the Fire Unit that are not on probationary status. The maximum amount of educational incentive payment to be provided shall be two hundred dollars (\$200) per month, paid biweekly.

22.2 Qualifications

Minimum qualifications for the one hundred fifty dollars (\$150) per month rate shall be any of the following:

- Associate of Arts Degree

or

- Officer Certification.

or

- Sixty college level units

Minimum qualifications for the two hundred dollars (\$200) per month rate shall be any of the following:

- Bachelor's Degree

or

- One hundred twenty (120) college level units

22.3 General Provisions

- a. Upon qualification an employee shall be entitled to educational incentive pay from the first full pay period of the month following the date of submittal and acceptance. Educational incentive pay will be paid on a biweekly basis.
- b. Evidence of satisfactory completion of qualifications for any step incentive as outlined in this section, shall be submitted to the Human Resources Department and must consist of a grade "C" or better (if taken for a letter grade), or a "pass" (if taken for pass/fail).

Article 23 Base Pay Calculation

The annual hourly factor used to calculate the hourly rate is 2,912 hours for personnel assigned to a 56 hour work week, and 2,080 for personnel assigned to a 40 hour work week.

Article 24 Bilingual Differential

Effective January 13, 2019, the Department shall provide all employees who received bilingual differential as of December 31, 2018 at the rate of one hundred eighty-one dollars and ninety-six cents (\$181.96) per pay period. If an employee is off work for over 30 consecutive calendar days, he/she will not receive the bilingual differential for the remainder of the leave; this will not take effect if the employee is out on 4850 disability leave. No employees can qualify for bilingual differential after January 13, 2019.

In order to ensure that employees retain bilingual proficiency, a periodic requalification may be required, and shall be administered by the Fire Chief or his/her designee. In addition to English speaking skills, an individual must possess other speaking skills as deemed appropriate by the Fire Chief.

Article 25 Hazardous Material Team

25.1 Joining the San Mateo County Hazardous Materials Response Team

New Members will be added to the Team only when vacancies occur due to resignation, retirement, or if additional positions are created or funded. Employees will be trained in accordance with Title 19 CFR 1910.120 (q) and Title 8 CCR 5192 and shall maintain annual training and competencies as outlined in the Hazardous Materials Policy Manual to maintain assignment to the Team. Hazardous Materials Technicians wishing to join the Team shall submit their request in writing through their Supervisor to the Deputy Chief. The Hazmat Chief shall maintain a Hazmat Team Eligibility List. Qualified employees will have their name added to the Hazmat Team Eligibility List. Seniority in Rank and date of completion of training will be used to determine an employees' position on the list. When vacancies occur on the Hazmat team, employees will be selected to join the team based upon their position on the Hazmat Team Eligibility List.

25.2 Assignment to the San Mateo County Hazardous Materials Response Team

Once an employee has received certification as a Hazardous Materials Technician, completed the Hazardous Materials Team Task Book, and has been assigned to the San Mateo County

Hazardous Materials Response Team, the employee shall receive a differential equal to four percent (4%) of Base Pay.

Hazmat Technicians who complete Hazmat Specialist certification, Hazmat Assistant Safety Officer certification, and Weapons of Mass Destruction Training shall receive an additional two- and one-half percent (2.5%) of base pay for a total of six- and one-half percent (6.5%) of base pay.

Team members who are currently receiving any hazmat differential pay at the beginning of the contract term shall remain receiving the same differential amount, regardless of certification level.

25.3 Continuing Education and Hazardous Materials Trainings

Hazmat Team members shall maintain competency in the skills, equipment and assigned trainings as outlined in NFPA 472, 1072 and Title 8 CCR 5192(q). Failure to maintain competency or complete assigned trainings may result in the removal from the Hazmat Team and any associated incentives. The agency will make attempts to bring in outside training or courses to educate and improve the team. Additionally, the agency will make attempts to provide hazmat technician, hazmat specialist and other hazmat trainings to new and existing members. The department will cover the cost of the course, while any additional associated costs will be evaluated by the Hazmat Chief Officer and the Deputy Fire Chief on a case-by-case basis.

25.4 Hazmat Team Staffing

There shall be a minimum of twenty-Seven (27) hazardous materials technicians, or higher certification, assigned to the hazmat team. There shall be a maximum of 15 Hazmat Captains assigned to the Team. During the annual station bidding, the hazmat captains as well as hazmat firefighters will be balanced across the three platoons. Seniority on the Team will be according to cumulative years of assignment to the Team. -Cumulative years of assignment is intended to be used only in the event that positions, or availability of positions are adjusted.

In the event that there are 15 Captains assigned to the Hazmat Team and a FF/Hazmat team member is promoted to Captain, that newly promoted Captain has first right of refusal to the next available Hazmat Captain position on the Team. There shall be one chief officer assigned to oversee the hazmat team operations. The Hazmat Chief Officer shall have the rank of battalion chief or higher. The selection of the Hazmat Chief Officer will be determined by the Deputy Fire Chief and/or the Fire Chief.

25.5 Daily Hazmat Team Staffing

The minimum daily staffing shall be five (5) hazardous materials technicians, one of which is required to be trained to the level of Assistant Safety Officer. Additionally, there needs to be one (1) hazardous material technician who is either a consultation trained company officer or acting company officer who is consultation trained.

A Hazmat Team Captain shall be assigned to the Hazmat dedicated fire station on each platoon during the annual bid. In the event of a long-term vacancy, a Hazmat Team Captain shall be moved to the Hazmat dedicated station for the duration of the vacancy.

25.6 Leaving the San Mateo County Hazardous Materials Response Team

Any team member that wishes to leave the Hazmat Team shall submit their name in writing through their Supervisor to the Hazmat Chief Officer by the 1st of April each year. Employees authorized to leave the program, based on Team seniority, will be effective at annual station bidding shift change in the following calendar year. Employees leaving the Team will no longer receive the applicable assignment pay. Upon written request, the Fire Chief may allow a member to leave the Team at any time. If the total number of Hazmat Team positions are reduced by the Department and/ or funding is reduced, placement back on the team shall be by previous team seniority.

Article 26 ALS Program

26.1 Assignment (Primary Paramedic)

Once an employee has received an EMT-P license and is being used by the Fire Department as a primary paramedic, the employee will receive a differential equal to ten percent (10%) of their base pay. Firefighter Paramedics assigned as Primary Paramedics prior to September 4, 2022 will continue to receive the ten percent (10%) of top step firefighter pay differential. In addition, employees receiving EMT-P/Paramedic Pay shall receive the EMT Pay of five percent (5%) in accordance with Article 17.1. The Department will pay the full agreed upon ALS differential for no fewer than forty two (42) firefighter primary paramedics and no more than forty eight (48) firefighter primary paramedics.

26.2 Assignment (Secondary Paramedic)

All employees who have received an EMT-P license and are able to be used by the Fire Department as a secondary paramedic, will receive a differential equal to five percent (5%) of their base pay. In addition, secondary paramedics receiving EMT-P/Paramedic Pay shall receive the EMT Pay of five percent (5%) in accordance with Article 17.1.

Secondary Medics working as a stand-alone paramedic will receive a differential equal to ten percent (10%) of their base pay for all hours worked as a stand-alone paramedic, in lieu of receiving a differential equal to five percent (5%) of their base pay.

26.3 Leaving the ALS Program

The minimum number of functioning San Mateo County accredited (stand-alone) paramedics required to operate our program is forty two (42). Paramedics wishing to leave the Program shall submit their name in writing through their Battalion Chief to the Deputy Fire Chief of the Department by the 1st of August each year. Employees will be authorized to leave the program, based upon seniority, on September 1, effective at shift change the following calendar year. Employees leaving the program will no longer receive an ALS differential.

26.4 Continuing Education

Paramedic continuing education will be eligible to fulfill educational incentive requirements. The Department and the Union have collaboratively developed an in-service training program to provide continuing education to the Department Paramedics. The Department will maintain an in-service continuing education training program capable of maintaining State Paramedic License and San Mateo County accreditation requirements. The in-service training program will schedule at least 72 hours of classroom instruction every two-year cycle. Paramedics will receive CE pay equal to sixteen (16) hours over-time upon recertification every two years. The sixteen (16) hours of CE pay requires the paramedic to be responsible for completing classes and certification, whether in-service or outside training.

It is the intent of the Department to maintain the existing training practices and schedule. However, in the event that the in-service training program is unable to meet the need of the paramedic due to lack of educational opportunities, and at no fault of the paramedics will receive compensation equal to the cost of registration for needed classes and their overtime wage to attend the classes until the in-service program is able to meet those needs again. If at any time the current in-service CE training program is modified to the extent that the required CE hours and classes cannot be delivered as part of the in-service training, the Department shall meet and confer over the impacts with the Union.

26.5 Fire Captain Paramedics

Fire Captain rank employees will be allowed to continue to serve the Department as a paramedic under the following guidelines;

- Shall not be pre-scheduled to work as a stand-alone paramedic.
- Shall be allowed to work as a stand-alone paramedic for up to 24 hours, if not enough Firefighter medics are on duty that day.
- Shall be allowed to act as a mentor/Field Training Officer (FTO) for newly accredited paramedics.
- Will assist firefighter/paramedics with treatment of patients on all incidents as needed.
- Will assume role of a treating paramedic as necessary on incidents where multiple patients are present.
- Will assist with patient care report writing

Fire Captains under this section criteria shall receive secondary paramedic compensation in accordance with Section 26.2.

26.6 Classic Medics - Captains Paramedics

Classic Captains Paramedics as listed in Appendix B shall receive a paramedic differential equal to ten percent (10%) of the top step base pay of the Firefighter/Engineer classification and will continue to receive that differential until they leave the ALS program. They will be referred to as 'Classic Medics'.

- Shall not be pre-scheduled to work as a stand-alone paramedic.
- Shall be allowed to work as a stand-alone paramedic for up to 24 hours, if not enough firefighter medics are on duty that day.
- Shall be allowed to act as a mentor/Field Training Officer (FTO) for newly accredited paramedics.

- Will assist firefighter/paramedics with treatment of patients on all incidents as needed.
- Will assume role of a treating paramedic as necessary on incidents where multiple patients are present.
- Will assist with patient care report writing

Article 27 Hours of Work

The regular workweek for employees occupying full-time positions in classifications other than for personnel assigned to fifty-six (56) hours per week shall consist of eighty (80) hours in each two-week pay period. In this Agreement, the term "Forty-hour employee" or references to forty (40) hour employees shall include personnel assigned to an eighty (80) hour schedule in each two (2) week pay period. The typical work week for a "forty-hour employee" is five (5) consecutive days of eight (8) hours per day beginning at 8:00 am. Alternate work schedules and starting times may be provided with the approval of the Fire Chief or his/her designee. Thus, vacation accruals and sick leave, for example, shall be governed by rules applicable to forty (40)-hour employees.

- Nothing in this section shall require an employee to accept compensatory time off in lieu of overtime pay for overtime hours worked.
- No employee shall be permitted to work more than three hundred and thirty-six (336) cumulative hours without a minimum break period of twenty-four (24) consecutive hours.
- The regular workweek for employees working suppression duty in the classifications of Firefighter-Engineer and Captain shall be fifty-six (56) hours. A normal work schedule shall consist of two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, followed by ninety-six (96) consecutive hours off within a six-day cycle, the subject to other provisions outlined in this section.

A typical work period shall be twenty-four (24) days containing four (4) such six (6)-day cycles in accordance with the following chart:

XXOOOXXOOOXXOOOXXOOO

X= 24-HOUR DAY WORK DAY
O= 24-HOUR OFF-DUTY DAY

The regular work day for Firefighters/Engineer and Fire Captains who are assigned to suppression duties shall commence at 8:00 am and end at 8:00 am the next day for a total period of 24 consecutive hours.

The Fire Department shall have the right to modify the starting/stopping dates of the work period for Firefighter-Engineers and Captains as different work or shift assignments are made in order to minimize overtime under FLSA or to accommodate the Christmas Eve/Christmas Day alternative schedule.

December 2023:

B Platoon will work December 22 and December 24
A Platoon will work December 23 and December 25

December 2024:

B Platoon will work December 22 and December 24

A Platoon will work December 23 and December 25

December 2025:

No Changes

December 2026:

C Platoon will work December 22 and December 24

B Platoon will work December 23 and December 25

Article 28 Light Duty Assignments

28.1 Light Duty Assignments

An employee, who is on industrial disability leave or on non-industrial injury or illness leave and not able to perform the full responsibilities of his/her regular classification, but who is able to perform all or part of the responsibilities in Fire Prevention or other alternative assignments in the Fire Department, shall be so assigned if the Fire Chief determines that an assignment is available and the employee is able to perform the assignment. Department may require a medical examination to implement this provision.

28.2 Limited Duty Schedule

In the interest of flexibility to accommodate both the desires of the employer and the employee, the parties agree to work out a schedule agreeable to both parties.

The parties agree that when there is a limited duty assignment they shall attempt to come to a mutual agreement on the type of schedule to be worked; whether it is to be 5 - 8's, 4 - 10's or any other schedule that meets the needs of both parties.

28.3 Forty (40)-Hour Assignments

Assignments to Fire Prevention or Training shall be on a forty (40) work week in accordance with the schedules set forth in this Agreement. No more than a total of four (4) Captains and/or Firefighter-Engineers shall be on forty (40)-hour assignments at any one time, with the exception of light duty assignments.

28.4 Training Captain

Captains assigned to the Training Unit shall maintain eligibility for all current applicable incentives (HM, EMT) as well as receive Paramedic Incentive at the Primary Paramedic rate for current Paramedic Certification. Training Captains will also receive a Training Premium of ten percent (10%) of base pay, and also will be provided a Department vehicle and fuel card. All accruals will also be converted to the appropriate 40-hour rates.

Article 29 Trades Exchange of On-Duty Time

- a. Members may be permitted to trade work shifts when entered into the designated computer system (currently Telestaff).
- b. Members may be permitted unlimited trades. The Battalion Chief may deny excessive trades based on the impact of either party's ability to adequately participate in shift activities. Any denial of a trade request shall include a written explanation as well as any action an employee may take to get the trade approved if any such alternative exists.
- c. No trades will be permitted that would require any employee to work more than three hundred and thirty-six (336) cumulative hours. Minimum break time must be twenty-four (24) hours.
- d. Probationary personnel shall be allowed to work trades with permanent employees with the understanding that this may displace the junior operator on duty that day.
- e. Denial of a trade can be appealed through the grievance procedure up to and including Step 2 only; however, if the grievance cannot be finalized prior to the date of the requested trade, resolution of the grievance is limited to the employee's desire to avoid situations in the future.
- f. The person requesting the trade shall work with the Battalion Chief and Training Chief to make up any required training that is missed, and shall be responsible for any mistakes or misunderstanding related to the trade. Telestaff documentation of the authorized trade shall be used to decide any discrepancies.
- g. The person agreeing to work, and for any reason does not show up for work at the designated time, will be charged appropriate sick leave or some other type of leave as may be appropriate for the circumstances. That employee may also be subject to any personnel action deemed necessary and appropriate, as though the person has missed one of their own shifts.
- h. Employees on Workers' Comp Leave (Disability) will not be allowed to trade a shift until they have worked at least one of their own regularly scheduled shifts.
- i. Rank for Rank Trades:
 1. Captain
Captains can trade with Acting Captains down to 8 Captains; below 8 Captains, then trades are rank-for-rank.
 2. Paramedics
A minimum of 12 paramedics must be maintained for each shift.

If a paramedic trades with a non-paramedic the shift trade is not guaranteed.
 3. Firefighter/Engineer Truck Operator
A minimum of 2 Firefighter/Engineer Truck Operators must be maintained for each shift.

- 4 Firefighter/Engineer Tiller Operators
A minimum of 2 Firefighters/Engineer Tiller Operators must be maintained for each shift.
5. Firefighter/Engineer or Fire Captain Hazardous Materials Technicians/Specialist
A minimum of 5 Hazardous Material Technicians/Specialist must be maintained for each shift.

In accordance with Section 7(p)(3) of the Fair Labor Standards Act, traded or substituted time will not be considered by the Department when calculating hours for which an employee is entitled to additional overtime compensation as a part of his/her regular schedule under the FLSA.

When an employee trades or exchanges hours of work with another employee, each employee shall be credited as if he/she had worked his/her normal schedule for that shift. In effect, even though a substitution has taken place, each employee will be considered to have worked his/her normally scheduled hours.

Article 30 Overtime

30.1 Definitions

- a. Regular overtime is authorized time worked, except emergency overtime, by an employee in excess of his/her regular work schedule.

Both management and labor acknowledge that unforeseen circumstances may require the Battalion Chief to deviate from this policy. When such circumstances exist, the Battalion Chief shall consult with an elected union representative, or designee, to explore possible options in a shared agreement. If the Union representative defers the issue back to the Battalion Chief it would be considered a shared agreement. In the event no shared agreement is reached, the Battalion Chief may take whatever action he deems necessary with the understanding that the employee may have grounds for grievance.

- b. Emergency overtime is authorized time worked by an employee when contacted outside of regular working hours and requested to report to duty because of an emergency. Emergency, within the meaning of this Section, means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.
- c. A specific advance authorization must be obtained from the Fire Chief, or his/her authorized representative in his/her absence.
- d. Mandatory Overtime.
When the voluntary system fails to provide enough volunteers, the Battalion Chief or their designee shall implement the mandatory overtime hiring procedure as maintained by the Union.
- e. MOU Overtime

MOU overtime is received for hours worked beyond the employee's scheduled work schedule. MOU overtime will be paid regardless if the hours qualify for payment under the FLSA. MOU overtime will be paid bi-weekly. MOU overtime will be paid at the base hourly rate plus some premiums at one and one half times the base hourly rate and qualifying premiums. Premiums included in the MOU overtime rate are

- Temporary Upgrade Pay (Acting Pay)
- Primary Paramedic Pay
- Secondary Paramedic Pay
- Classic Medic- Captain Paramedic Pay
- EMT Pay
- Educational Incentive Pays
- Hazardous Materials Technician/Specialist Compensation
- Hazardous Materials Assistant Safety Officer Certification Pay

f. FLSA Overtime

FLSA overtime for 56 hour employees is calculated after the 24-day FLSA cycle ends. FLSA overtime for 40 hour employees is calculated on a 7-day cycle. FLSA overtime will only be paid on work hours in excess of 182 during the FLSA cycle. FLSA overtime will be paid at the base hourly rate plus all qualifying premiums at one and one half times. Qualifying premiums are:

- Holiday Pay
- Bilingual Pay
- Standby
- Temporary Upgrade Pay (Acting Pay)
- Primary Paramedic Pay
- Secondary Paramedic Pay
- Classic Medic- Captain Paramedic Pay
- EMT Pay
- Educational Incentive Pays
- Hazardous Materials Technician/Specialist Compensation
- Hazardous Materials Assistant Safety Officer Certification Pay

30.2 Practice

30.2.1 Regular Staffing

- a. Overtime worked shall be paid for at one and one-half (1½) times the employee's regular rate of pay. Fair Labor Standards Act (FLSA) overtime will be calculated according to FLSA requirements, while MOU overtime will include incentives that have been negotiated to be incorporated into the calculation.
- b. Overtime shall be of at least six (6) minutes at any one time in order to be compensable, with the following exceptions:

Emergency Overtime. Any employee who is called in for emergency overtime of any duration shall be compensated for a minimum of three (3) hours overtime.

Court Time. Any employee who is required to appear in court as part of his official duties on one of their regularly scheduled days off or one of his regularly scheduled days of vacation, shall be compensated for a minimum of three (3) hours overtime.

c. When the Fair Labor Standards Act (FLSA) is in effect, the following shall apply:

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

In the event that the standards of the FLSA or its regulations are modified to create overtime obligations when less than fifty-three (53) hours are worked by Firefighter-Engineers or Captains within a workweek, Department may adjust the work period of twenty-four (24) days; provided, however, that if the work hours creating overtime in a workweek are decreased to below fifty (50) hours Department shall meet and confer if requested prior to adjusting the work period.

- 2) In as much as hours WORKED (vs. being on pay status via vacation, sick leave, comp. time, etc.) is the criteria for determining if an overtime obligation exists, the Department will determine overtime obligations at the conclusion of each twenty-four (24)-day period and will provide overtime payment as soon as practicable after the conclusion of the employee's twenty-four (24)-day work period.
- 3) Exempt and non-exempt positions shall be established by the Department in accordance with the definitions and regulations of the Fair Labor Standards Act (FLSA). Unless changes in FLSA occur, based upon present working responsibilities, Firefighter-Engineers, Captains and Deputy Fire Marshal are non-exempt positions.
- 4) Overtime for Forty (40) Hour Work Week Employees

a. Definitions

1. Regular overtime is authorized time worked, except emergency overtime, by an employee in excess of his/ her normal workday (except for b.2. below). Forty (40) Hour employees receive overtime after forty (40) hours in a week.

Normal workdays exceeding eight (8) hours per day but not exceeding forty (40) hours in a work cycle must be approved by the department and the Union prior to implementation.

2. Changes to the work day. For employee convenience and with their supervisor's approval, minor changes to the work day may be arranged on an hour-for-hour basis providing

hours worked do not exceed forty (40) hours for the work cycle.

3. Emergency Overtime is authorized time worked by an employee when he/she is contacted outside of his/her regular working hours and is requested to report to duty because of an emergency. Emergency, within the meaning of this Section, means an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate action.
- b. An employee shall work at least six (6) minutes in excess of their regular schedule to be entitled to overtime payment. Exceptions are as outlined:
 1. Emergency Overtime. Any employee who is called in for emergency overtime of any duration shall be compensated for a minimum of three (3) hours overtime.
 2. Return to Work. An employee required to return to work after the completion of his/her normally assigned shift shall receive a minimum of two (2) hours work, or if two (2) hours of work is not provided, a minimum of two (2) hours pay at the overtime rate.
 - c. A specific advance authorization must be obtained from the Fire Chief or his/her authorized representative.

30.2.2 Voluntary Overtime Staffing Procedure

- a. The Department shall utilize the designated computer program (currently Telestaff). Employees may access the program via computer in the fire stations, or from home via Internet from their personal computers. It is the responsibility of the employees who wish to be available for overtime to make sure the computer program has properly recorded their availability on all or part of the specific date. Employees may access the computer program at any time to make modifications to their availability or the phone number they can be contacted at. The Battalion Chief or designee will be available to assist employees who are unable to access the computer program. The back-up for the computer program will be a telephone call to the Battalion Chief office. Training will be provided for all employees on the computer program's operations prior to implementing any new features of the program.
- b. Staffing will be performed through use of the computer program. It will contact identified voluntary employees by their listed phone number. Employees who receive an automated contact will follow the procedures for accepting or rejecting overtime.
- c. If an employee accepts a voluntary overtime assignment, the number of voluntary overtime hours worked will be added to the total hours the employee has worked that year. Employees may only reject a voluntary overtime assignment when another employee is signed up and willing to cover the vacancy. Voluntary

overtime assignments may not be rejected when the rejection would cause a mandatory overtime assignment to another employee. If an employee rejects any voluntary overtime assignment with in rank of over four hours that is within the time window the employee had declared themselves available, the computer program will add 24 hours to the total number of hours the employee has worked that year. Failure of an employee to accept or acknowledge a voluntary overtime in Telestaff or by direct contact with the duty BC, shall result in the employee having 24 hours added to the total hours the employee has worked that year. Overtime notifications not received due to technological difficulties with the department staffing software or hardware will be grounds for waiving of the 24 hour penalty. Personal technological issues are not reason for wavier of the 24 hour penalty.

- d. The voluntary overtime list will be according to total hours and seniority. January 1st of each year the total number of hours worked will be reset to zero and the computer program will arrange the list according to seniority by job classification. Hours worked, or the refusal penalty, will be added to the overtime account of each employee throughout the year. Employees with the least number of hours worked will get the first opportunity to accept an overtime assignment. If two employees have the same numbers of hours worked, the senior employee will have the first opportunity to accept an overtime assignment.
- e. Overtime worked by holding over for less than for (4) hours, or approved special projects, OES or FEMA assignment, or officer meetings will be coded and entered as overtime department business, and will not be calculated to the total overtime worked for purpose of determining placement on the voluntary overtime list.
- f. Personnel changing platoons or job classifications shall be placed on the overtime list based on their total hours overtime worked that year.
- g. No trades are allowed while working overtime.
- h. Personnel hired first for less than 24 hours for voluntary overtime on a given day shall have first right to receive additional continuous hours due to schedule changes, up to the end of that shift.
- i. Every effort will be made to staff between the window of 1700 and 2000.

30.2.3 Mandatory Overtime Staffing Procedure

- a. When the voluntary system (outlined above) fails to provide enough volunteers, the Battalion Chief shall implement the following mandatory staffing procedure.
- b. Every attempt shall be made to avoid mandating **ANYONE** to work within the requirements of the staffing rules.
- c. When the Battalion Chief or designee has completed the attempt to contact any available volunteer, the mandatory overtime mode is initiated. If the shift being filled for is a designated holiday identified in the Holiday Mandatory Overtime Staffing Procedure Section 30.2.4 a. of this procedure, the holiday mandatory overtime system shall be followed. No employee can be ordered to work mandatory overtime out of their job classification. The principle of rank for rank will

be used when mandating overtime. This provision does not apply to employees assigned on an interim basis as Acting Battalion Chief or Acting Fire Captain. The Battalion Chief or their designee will follow the staffing rules for mandatory overtime.

- d. Employees mandated to work overtime are responsible to work the assigned shift unless they are able to find another qualified employee, of any rank, to work in their place. The replacement employee shall have the hours worked added to their total overtime hours in the computer program. Mandated employees who find their own replacement shall be exempt from any additional occurring mandatory overtime for that date. Mandated employees who actually work four or more hours of mandatory overtime shall have their name moved to the bottom of the mandatory overtime list.
- e. A mandatory overtime list shall be maintained in the computer program, that determines the order in which the employees will be mandated (by reverse seniority and most recent hours) to work overtime. The mandatory list is located in the computer staffing program (Telestaff) for use when mandatory overtime is required.
- f. No employee will be mandated to work overtime if they are on an approved vacation of 12 hours or greater prior to, or their next regular duty day following the mandated shift. No employee can be mandated to work overtime, or their regular duty shift, if the order would require that employee to work more than 96 hours without a 24 consecutive hour break. Employees exercising the vacation exemption from mandatory overtime must utilize the leave.
- g. No employee shall be mandated to work beyond ninety six (96) hours without a break of twenty-four (24) consecutive hours except on a voluntary basis to avoid mandatory overtime hiring or under emergency conditions declared by the Fire Chief or designee. Employees volunteering to work beyond ninety-six (96) hours will be responsible to work their regular scheduled shifts and shall not be allowed to work beyond a maximum three hundred thirty six (336) hours without a minimum break of twenty-four (24) consecutive hours. Due regard shall be given to employee safety and mental health.

30.2.4 Holiday Mandatory Overtime Staffing Procedure

- a. This procedure shall be used to hire mandatory overtime for Thanksgiving, Christmas Eve, and Christmas Day. Notification of those being mandated for overtime will be as far in advance as possible. For these holidays, notification of those being ordered to work mandatory overtime shall be done 96 hours in advance. The number of people notified will be determined by the actual number of vacancies on those holidays for which it is anticipated that overtime will be needed to fill, plus two in each job classification, including paramedics if not included in the other classifications. Any employee notified twice in the same calendar year for mandatory overtime on a holiday, but not used for either day, will have the second date assigned as a date worked and move to the bottom of the mandatory overtime list. If personnel needed exceeds the number of personnel notified, the Battalion Chief shall invoke the Emergency Overtime procedure utilizing the mandatory overtime list as the first means of staffing. Should the

mandatory overtime list be exhausted, vacancies shall be filled by the first person contacted.

- b. All employees who are not on vacation the last 12 hours of their normal duty day prior to the mandated holiday or the first 12 hours of their next normal duty day after the holiday (referred to as “bracketed days”), will be considered available for holiday mandatory overtime. All employees not on vacation, sick leave, workers compensation, or other recognized leave, will be available to be mandated to work overtime on the three holidays listed in 30.2.4a. Employees exercising the vacation exemption from holiday mandatory overtime must utilize the leave. Bracketed days cannot be traded. Employees denied vacation leave for Thanksgiving, Christmas Eve, or Christmas Day due to a lack of overtime volunteers will have their names placed at the bottom of the mandatory overtime list.
- c. When one platoon is responsible for both holidays, i.e., Christmas Eve and Christmas Day the following will take place:

For example, employees will be notified according to the existing procedure. Once employees are notified, the person at the bottom of the list of employees notified will have first choice picking either Christmas Eve or Christmas Day. The next person from the bottom of the list will have the next choice for either Christmas Eve or Christmas Day. This procedure will take place until all slots are filled for both days. (Group the needs of those notified for both days together on one list, then have the personnel choose.)

An example of the above procedure is as follows:

1	Last Choice
2	Eleventh Choice
3	Tenth Choice
4	Ninth Choice
5	Eighth Choice
6	Seventh Choice
7	Sixth Choice For Either Day
8	Fifth Choice For Either Day
9	Fourth Choice For Either Day
10	Third Choice For Either Day
11	Second Choice For Either Day
12	First Choice For Either Day

- d. No employee shall be mandated to work overtime, except emergency overtime, if it requires them to work a minimum of four (4) hours on each shift of Christmas Eve and Christmas Day. No employee will be mandated to work to replace another who is working out of rank for a short term Temporary Upgrade (acting) assignment.
- e. Mandated employees who find their own replacement shall be exempt from any additional occurring overtime for that date.

Article 31 Comp Time

56 Hour Work Week Employees

Employees assigned to a fifty-six (56) hour work week schedule can request Compensatory Time in lieu of overtime pay while working overtime. Compensatory Time shall be earned at the overtime rate of one and one half (1.5) hours for every one (1) hour of overtime worked. The maximum accrual balance shall be seventy-two (72) hours per employee, at which point the employee will receive overtime pay for overtime hours worked. Once an employees' Compensatory Time balance falls below seventy-two (72) hours the employee will then become eligible for Compensatory Time accrual again.

Compensatory Time shall be scheduled similarly to vacation time in twelve (12) hour or twenty-four (24) hour periods, beginning or ending at 0800 hours. Compensatory Time shall count as one of eight (8) daily available vacation spots but shall not be scheduled during the annual Station/Vacation Selection process. Employees may cancel scheduled Compensatory Time a minimum of forty (40) hours in advance.

40 Hour Work Week Employees

Upon an employee's request, the Fire Chief or his/her designee may approve at his/her discretion, compensatory time off for forty (40)-hour-per-week employees at the rate of time-and-one-half (1 ½ in lieu of cash for overtime worked), up to a maximum of forty (40) hours for forty (40) hour-per-workweek employees. The employee may utilize his/her accrued compensatory time just as he/she would any other paid time off.

All Employees

In the first pay period of every April employees will be paid for any compensatory balance of more than twenty (20) hours for forty (40) hour-per-workweek employees and thirty-six (36) hours for fifty-six (56) hour per workweek employees. Case by case exceptions to this April pay-down provision may be granted on a limited basis at the sole discretion of the Fire Chief or his/her designee. Such determinations are not subject to grievance or appeal.

Once time off has been approved, it will be guaranteed by the Department.

Article 32 Temporary Upgrade Pay (Acting Pay)

Compensation to employees who are assigned by the Department to work in an upgraded position/classification for a limited duration.

32.1 Fire Captain Temporary Upgrade Pay

Whenever a Firefighter-Engineer is assigned the regular duties of a Fire Captain, he/she shall be paid at the step on the Captain pay scale that provides for at least a five percent (5.0%) increase in the employee's base pay.

There will be no compensation for out of rank Trades.

32.2 Eligibility for Temporary Upgrade Assignments

Employees are eligible to be assigned if they are on the Captain promotional eligibility list and have successfully completed the Acting Fire Captain Qualifications as outlined in the Department Procedures Manual. Temporary Acting Captain assignments shall be filled by employees within the shift, priority shall be given to regular duty then overtime.

In the absence of an eligibility list for Captains, acting in a higher classification shall be assigned from those employees who have completed Acting Fire Captain Qualifications.

32.3 Order of Assignment for Short Term Temporary Upgrade Captain Assignments

Whenever a Captain is needed to fill out the approved complement of a shift and a person must be hired back to fill such approved complement, a reasonably available Captain shall be hired back rather than appointing a Firefighter-Engineer as Acting Captain.

For temporary upgrade Captain assignments, as long as there are on-duty volunteers, no non-volunteering employee will be assigned to a higher classification. Employees shall be assigned in order of placement on the eligibility list or in the event there is no list, in order of seniority. The use of personnel out of sequence or for partial shifts shall be at the discretion of the Battalion Chief. The Department may elect not to assign an employee to a temporary upgrade assignment if the employee has a documented performance issue. In such case, the employee will be notified in advance of such decision.

32.4 Long Term Temporary Upgrade Captain Assignments

Employees will be assigned Long Term Temporary Upgrade Captain Assignments in accordance with the meet and confer process with the Department and the DVP's. 'Long Term' is defined as ten (10) or more shifts.

32.5 Temporary Upgrade Battalion Chief Assignment

Whenever a Fire Captain is assigned to serve in a Temporary Upgrade Battalion Chief Assignment, he/she shall be paid at the step on the Battalion Chief pay scale that provides for at least a five percent (5.0%) increase in the employee's base pay. A Fire Captain in a Temporary Upgrade Battalion Chief Assignment will remain covered by all provisions of the Fire Unit MOU.

Article 33 Leaves

33.1 Holiday Benefit for Forty (40) Hour Workweek Employees

The holidays to be observed are as follows and employees who work a forty (40) hour workweek schedule shall not be required to be on duty unless the Department has so indicated:

- New Year's Day, January 1st.
- Martin Luther King's Birthday, the 3rd Monday in January.
- President's Day, 3rd Monday in February.
- Memorial Day, last Monday in May.
- Independence Day, July 4th.
- Labor Day, 1st Monday in September.
- Veteran's Day, November 11.
- Thanksgiving Day, 4th Thursday in November.

- The day after Thanksgiving.
- Christmas Eve, December 24th.
- Christmas Day, December 25th.
- New Years' Eve, December 31.
- Every day approved by the JPA Board of Directors as a public holiday, public fast, thanksgiving or a day of mourning.

When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed.

With regards to the holidays on Christmas Eve and New Years' Eve 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.

If the holiday falls on an employee's regularly scheduled time off, eight (8) hours of compensatory time off shall be granted. In the event one (1) or more holidays fall within an annual vacation leave of an employee who receives holiday time off, such holidays shall not be charged as vacation leave.

If a forty (40) hour workweek employee is required by the Department to work on any of the above holidays, he/she shall be paid at the appropriate overtime rate for the hours worked and shall be granted equivalent time off for holiday compensation under the following conditions:

- a. Such time off shall be taken at the discretion of the Fire Chief or his/her designee, with due regard for the desires of the employee and the workload of the department.
- b. Such equivalent time off shall never accumulate to more than forty (40) hours.

33.2 Holiday-in-lieu Pay for Fifty-Six (56) Hour Workweek Employees

Employees working a fifty-six hour workweek shall not accrue paid leave for the Department's designated holidays. In recognition of this, employees shall receive Holiday-in-lieu pay at the rate of 5.25% of employee's base pay each pay period. Nothing in this section shall be construed to change department practice regarding the number of vacation spots available per day for usage.

Employees who regularly work a 56-hour per week schedule who are temporarily assigned to a 40 hour per week schedule on a short term basis (i.e., for light duty assignment), but who are anticipated to return to the 56 hours per week schedule will continue to receive the 5.25% differential. Those employees will not be entitled to paid time off for any of the Department's recognized holidays (as defined in Section 37.1 "Holiday Benefit for Forty (40) Hour Workweek Employees"). 56-hour employees temporarily working a 40 hour week will be required to work on Department holidays and will not receive a paid holiday for those work days. Employees who desire those days off must use their own discretionary leave and have departmental approval. Additionally, the Department and employee may mutually agree to establish an alternate work schedule for the week in which a holiday falls.

Article 34 Vacation

34.1 Policy

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.

All full-time regular employees shall be entitled to annual leave with pay as provided below.

34.2 Vacation Allowance

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:

Minimum Continuous Service	56-Hour Week			Max. Accumulation
	Hrs.	Shifts	BW Accrual	
End of 1 st Year	144			
13-47 months	144	6	5.54	288 hrs.
48-95 months	204	8.5	7.85	408 hrs.
96-143 months	224	9.33	8.62	448 hrs.
144-191 months	264	11	10.15	528 hrs.
192-239 months	300	12.5	11.54	600 hrs.
240+ months	312	13	12	624 hrs.

Each 40-Hour Week employee shall be granted ninety-six (96) 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:

Minimum Continuous Service	40-Hour Week			Max. Accumulation
	Days	BW Accrual		
End of 1 st Year	96	12		
13-47 months	96	12	3.69	192
48-95 months	146	18.25	5.62	292
96-143 months	160	20	6.15	320
144-191 months	188	23.5	7.23	376
192-239 months	200	25	7.69	400
240+ months	208	26	8	416

The above allowance shall be pro-rated for employees leaving employment with the Department during a biweekly pay period.

Employees shall accrue vacation credit at the end of each biweekly pay period. During the annual vacation selection process each year, an employee may select at the maximum accrual rate of vacation time earned during the coming calendar year. After the selection process an employee may then use any other accrued time selecting open vacation slots on a first-come, first-served basis with the approval of the Battalion Chief. After annual vacation selection process vacation time will be approved in order of submission/request.

Once an employee selections vacation time, the days/shifts selected cannot be traded to another employee.

For 56 hour employees a maximum of eight (8) vacation spots per shift has been authorized by the Department.

Employees signed up for vacation on Thanksgiving, Christmas Eve, and Christmas Day will only be granted vacation when staffing allows for their vacancy to be filled by swing or voluntary overtime personnel. Vacation will be approved by order of selection in rank, coinciding with the rank of available replacement. Employees granted approved vacation will be notified by 20:00 the night before. Once vacation is approved it cannot be canceled, unless done so voluntarily to prevent mandatory overtime.

No employee may use vacation in excess of hours accrued.

34.3 Vacation Accumulation

- a. The Department will provide each employee a bi-weekly written accounting of vacation accumulation and vacation earned and used during the previous pay period. The report may be included on the bi-weekly wage and earnings statement. Employees may not accrue more than two times their annual vacation leave.
- b. Employees are responsible to schedule their vacation during the annual vacation signups to ensure that their maximum accrual does not exceed their two (2) year accrual. Employees who are unable to take their vacation due to the Fire Department's service needs, and reach their maximum permissible vacation accumulation will be required to accept cash payment, in twenty-four (24)-hour increments, for enough time to reduce the accumulation below the maximum.

34.4 Vacation Accumulation Maximums

When switching between shift and non-shift work schedules:

34.4.1 Shift Employees:

When a shift employee accepts an alternate work assignment as a non-shift employee, the maximum accumulation applicable from the shift schedule shall be factored into an equivalent temporary balance in the non-shift schedule, which shall apply for a two (2) year period. If the assignment extends beyond two (2) years, the employee must begin reducing the temporary balance to meet the balance that is formalized in the MOU that relates to a permanent assignment on a non-shift schedule. At the end of three (3) years in the alternate assignment, the employee will be paid for any excess balance above the

formalized maximum in the MOU that relates to the non-shift schedule as a permanent assignment.

34.4.2 Non-Shift Employees:

When a non-shift employee accepts an alternate assignment as a shift employee, the employee shall be allowed to accumulate leave time under maximum accumulation ceilings applicable to shift employees. When the assignment ends and the employee returns to non-shift work, the employee will be allowed one (1) year to reduce the balance or be paid for the excess at the end of that one-year period.

34.5 Continuous Service

- a. As used in this Section, year of completed continuous service shall include, but not be limited to, all time while the employee is on sick leave and/or vacation pay, whether or not he/she is receiving benefits under Section 4850 of the Labor Code.
- b. Absences of one (1) day or more (one (1) shift for fifty-six (56)-hour employees) resulting from disciplinary action shall cause an adjustment to service date. Neither military leave, family care leave, nor leave of absence without pay less than two (2) pay periods shall constitute an interruption in computing continuous service. However, leaves of absence without pay of more than two (2) pay periods shall constitute an interruption when computing length of continuous service.

34.6 Vacation Scheduling

The time at which an employee may take vacation shall be determined by the Fire Chief or designee, with due regard for the wishes of the employee and the needs of the service. Denial of vacation may be appealed through the grievance procedure up to and including Step 2 only; however, if a final decision is not made prior to the date of requested vacation, resolution of the grievance is limited to the employee's desire to avoid similar situations in the future and will not include any financial reimbursement. Any other violations of the express provisions of this article may be appealed through the grievance procedure up to and including Step 3.

Vacation scheduling shall be done in accordance with the Departments vacation scheduling procedure.

34.7 Amount of Vacation Time

An employee may use the vacation to his credit with the following exceptions:

During the initial vacation selection process each year, an employee may only select the amount of vacation time scheduled to be earned during the calendar year. After the selection process, an employee may then use any other accrued time by selecting open vacation slots on a first-come first-served basis.

34.8 Vacation Sellback

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 the first pay period in June of each year and the employee may receive a cash payment for up to 72 hours of accumulated vacation during the first pay period in November of each year for a maximum of 144 hours.

40 Hour 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 the first pay period in June of each year and the employee may receive a cash payment for up to 40 hours of accumulated vacation during the first pay period in November of each year for a maximum of 80 hours.

34.9 Vacation Allowance for Terminated Employees

Employees who terminate with the Department shall receive all accrued vacation leave earned in accordance with Article 39 Separation Pays.

34.10 Platoon/Station/Vacation Selection (Bidding Procedure)

The platoon, and station sign-up will be held in the fall of each year and completed by December 1 of each year. Bidding for platoon, station and vacation shall be done in accordance with Department platoon, station and vacation bidding procedure (See Appendix D).

Article 35 Sick Leave

35.1 Purpose

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.

35.2 Sick Leave Accrual

For full-time regular and probationary employees on a forty (40) hour workweek schedule, sick leave shall be accrued at the rate of 3.7 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.

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.

The Department will provide a biweekly written accounting to all employees of accumulated sick leave balance and sick leave earned and used during the previous pay period. The report may be included on the biweekly wage and earnings statement.

35.3 Doctor's Certification

The Fire Chief or his/her 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 his/her 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.

35.4 Protected Sick Leave and Bereavement 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 48 hour for a 40 hour employee or four (4) shifts or 96 hours for a 56 hour employee 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 his/her designee, a reasonable extension of the six (6) days or 48 hour for a 40 hour employee or four (4) shifts or 96 hours for a 56 hour employee limit may be granted. Any additional leave so granted shall be charged against the employee's accumulated sick leave.

In the event of a death in the immediate family, a 40 hour employee may take up to three days or 24 hours a 56 hour employee may take up to two (2) shifts or 48 hours 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.

Bereavement leave shall not be accumulated and is in addition to sick leave and vacation benefits.

35.5 Extended Sick Leave

After one year of continuous merit system 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 his/her 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.

Article 36 Leaves of Absence

36.1 Industrial Accident Leave

Industrial accident leave means the absence from duty of an employee because of a work-related disability incurred in the course and scope of employment with the Fire Department. When such absence has been accepted for coverage under the provisions of the Workers' Compensation laws of the State of California, such leave shall not be deducted from the employee's sick leave balance. As a condition of receiving pay under this rule, the employee shall be required to assign or endorse to the Fire Department any temporary disability compensation received as a result of the Workers' Compensation insurance program during such period of pay by the Fire Department. Safety employees shall be provided benefits pursuant to Section 4850 of the Labor Code of the State of California and applicable State Law.

36.2 Military Leave

Military leave shall be granted by the Fire Department in accordance with the provisions of State and Federal laws.

36.3 Jury Duty/Subpoena

Employees called for jury service shall be excused from all assigned duties until released by the court when: (1) not placed on a jury, (2) the case is recessed for three days or more other than for a weekend or a holiday, or (3) the case is completed and the jury dismissed. Employees released by the court while scheduled to be on duty shall have up to three hours to report for duty; however, an employee dismissed after 5:00 p.m. shall not be required to return to duty, provided the employee has served three (3) consecutive days of jury service.

Employees who are placed on phone standby, by a court, for jury duty shall immediately inform their BC of the jury duty requirements. The employee and the BC shall work out the appropriate release time arrangements including sufficient time to travel to court and return to work.

Employees that are under subpoena to appear as a witness, or for a deposition, in any legal proceeding that is not part of the employee's official duties, where the employee is

not the initiating party, shall be released from duty for sufficient time to fulfill the legal requirements of the subpoena. Employees shall return to duty as soon as is reasonably possible after the completion of the requirements of the subpoena.

36.4 Leave of Absence without Pay

Leaves of absence without pay may be granted for a period not to exceed one (1) year in cases of illness not covered by sick leave; in cases of personal emergencies, including childbirth; for temporary employment by the Union; for education and training; or when such absences would not be contrary to the best interests of the Fire Department. Any authorization for leave of absence without pay shall be made in writing by the Fire Chief or his/her designee.

The employee may elect to use earned sick leave (provided eligible for sick leave) and vacation prior to commencement of the leave or retain the earned sick leave and vacation for use upon return to employment.

Absence from duty without pay for a period not exceeding fifteen (15) calendar days for satisfactory reasons may be granted by the Fire Chief or his/her designee.

Any employee who does not return to his employment on or before the date of expiration of his leave shall be deemed separated from the service as of such date of expiration, subject to due process. An employee who is on leave without pay shall not accrue vacation or sick leave.

36.5 Family Medical Leave Act (FMLA)

In accordance with the Federal Family and Medical Leave Act, and the California Family Rights Act, the Fire Department will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks per rolling twelve-month (12) period. An eligible employee is one that has worked twelve hundred and fifty hours in the twelve months preceding application for such leave.

The Fire Department will adhere to applicable Federal and State laws regarding Family and Medical Leave. For specific conditions governing Family Medical Leave please refer to the Fire Department Policy. Such Family Medical leave shall run concurrent with any usage of paid leave.

Article 37 Benefits

37.1 Health Insurance

The Department shall make contributions on behalf of those employees eligible for Group Medical Coverage under the various plans available to the Department in the amounts necessary to a maximum contribution of one hundred sixty dollars (\$160.00) per employee per month or the MEC as required by CalPERS, whichever is greater.

The Department shall make available to eligible current and retired employees benefits equal to the State Employees' Medical and Hospital Care Act and may self-insure after meeting and conferring and agreeing with the Union.

37.2 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 2023	Effective January 2024	Effective January 2025
No Plan	\$380	\$380	\$380
Employee Only	\$1,044	\$1,107	\$1,173
Employee +1	\$2,087	\$2,212	\$2,345
Family	\$2,717	\$2,880	\$3,052

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.

If the full MOU negotiations between the JPA and Local 2400 are not settled prior to November 30, 2025, the fix dollar amounts in the Monthly Flexibly Benefit Contribution shall increase by 6.0%.

Local 2400 may provide the Department with written notice, by August 1, of any year, to reopen and meet and confer regarding Section 37.2 Flexible Benefit Plan contributions if the fix dollar amount above, requires an employee who selects Kaiser to make a contribution that exceeds 10% of the monthly premium for Kaiser (at employee only, employee + 1 or Family).

- If Local 2400 reopens this Section, an employee who selects Kaiser shall not contribute more than 10% of the Kaiser premium unless the parties mutually agree to an amount that requires an employee contribution to exceed 10% or the Kaiser rate.

If an employee selects a plan, 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 payroll deduction.

During the term of this MOU, 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 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 maximum contribution shall be up to 10% of the selected plan's monthly premium. For example: if the Departments contribution is \$2,100 per month and the employee selects a plan whose cost is \$2,500 a month the employee

contribution will be \$400 per month. If the Departments contribution is \$2,100 per month, but Kaiser premium is \$3,000 per month then the employee maximum contribution would be \$300 per month or 10% of the Kaiser premium.

37.3 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.

37.4 Life Insurance/Accidental Death Insurance (AD&D Insurance)

The Department shall provide the following benefits or their equivalents:

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

37.5 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.

37.6 Retirement Health Savings Account

Eligibility and Plan Design

All employees in the Unit will be enrolled in the RHS Account.

Contribution

Months of Service	Department Contribution	Employee Contribution
1 – 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 for the calculation of the RHSA contributions 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.

37.7 457 Plan – Deferred Compensation Plan

The Department shall make available voluntary deferred compensation plan(s) for all employees.

37.8 Internal Revenue Code Section 125 Plan

The Department shall offer an Internal Revenue Code Section 125 Plan (the 'Plan'), which contains the components of premium conversion, healthcare reimbursement account and dependent care reimbursement account.

It is understood that during the term of this contract, the Department may seek expert opinion as to the parameters of this Plan and all contributions to the flexible benefits plan outlined below are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer if any part of this structure is found to be noncompliant. Administration of the Plan is pursuant to IRS regulations. The Department makes no representations regarding taxation of money deferred by employees under the Plan.

Article 38 Retirement

Retirement benefits shall be provided under applicable legislation pertaining to the Public Employees' Retirement System.

The Department currently provides the following retirement benefits:

38.1 Safety

- 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service for all local safety members hired on or after January 13, 2019 and all "new" members hired on or after January 1, 2013.
- Classic employees, as defined by Section 7522.05 of the Government Code, are responsible to pay the entire employee share (9.0%)

Effective January 1, 2019, employees shall pay 4.0% of the PERS employer rate (for a total PERS contribution of 13.0%), in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

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

Effective July 12, 2020, classic members and new members hired on or after January 1, 2013 shall pay 50% of the total normal cost rate, with a cap of 14% for Classic members, in accordance with Government Code 7522.30. The contributions toward employer rate will be pre-tax under 414(h)2.

The contributions toward employer rate shall not be credited to the employee account at PERS and shall not be reimbursed to the contributor by the Department at any time for any reason. The contributions toward employer rate will be pre-tax under 414(h)2. In the event the Internal Revenue Service determines these contributions cannot be done pre-tax, the Department will move forward with a PERS contract amendment under Government Code Section 20516(a) as soon as administratively feasible. If the agreement to cost share under Government Code 20516(f) reduces or limits an

employee's benefit base or reportable compensation to PERS during the term of this MOU, the Department agrees to reopen on this item upon the Unit's request.

38.2 Military Buy Back

The Department has adopted administrative provisions that allow employees to pay for prior military service credit on a pretax basis utilizing the IRS 414(h)(2) provision.

38.3 PERS Reopener

After April 1, 2019, Local 2400 can provide written notice to the Department to reopen the MOU regarding employee retirement contributions. Specifically, the reopener would address Section 20516 Employee Sharing Additional Cost of the PERS Optional Benefits Listing. If any modifications are agreed upon they shall be in accordance with PERS rules and regulations.

Article 39 Separation Pays

Any employee separating within the term of this contract will have all eligible accrued leave balances paid out into his/her Retirement Health Savings account in accordance with the Plan design.

Article 40 Uniform Allowance

40.1 Initial Uniform Allowance

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

40.2 Uniform Allowance

Employees in the Fire Unit 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.

40.3 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.

The standard uniform items are as follows:

- a. Shirt: Dark blue San Mateo Consolidated Fire Department uniform shirt, two pockets, 100% wool, long or short sleeve. Personnel shall be permitted to wear one Department-issued or Association pin on their uniform pocket. No patches are to be worn on the shirt unless authorized by the San Mateo Consolidated Fire Department Administration.

- b. Trousers: Dark blue uniform style pants, 100% wool, 16-oz. serge.
- c. T-shirts: Short sleeve, official dark blue crew neck with San Mateo Fire Consolidated Department logo on the left breast portion of the shirt.
- d. Socks: Solid colors, black, blue or white.
- e. Belt: Plain black, 1½" width, single row buckle holes, with San Mateo Fire Consolidated Department buckle.
- f. Hat: Official San Mateo Fire Department soft hat with San Mateo Fire Consolidated Department hat badge.
- g. Name tag.
- h. Boots: Black high top with steel shank and steel toe. Approved for the fire service by CAL OSHA.
- i. Jacket: Dark blue, approved by the Fire Chief, may be worn with the station uniform.

For Physical Fitness Program and after workday hours within the fire station grounds only:

- j. Sweatshirt: Dark blue, long or short sleeves that are hemmed, and have the official Fire Department logo on the left breast area, with or without "San Mateo Consolidated Fire Department" on the back; NO cut-out or cut-off type sleeves.
- k. Sweatpants: Dark blue with the official Fire Department logo on the left front.
- l. Gym shorts: Dark blue.

For Deputy Fire Marshal only:

- m. Dark blue San Mateo Consolidated Fire Department uniform shirt, two pockets, 100% wool, long or short sleeve.
- n. Black shoes or boots.
- o. Black or dark blue socks.
- p. White T-shirt with crew neck.
- q. Pants and belt the same as Captains and Firefighter-Engineers.
- r. Jacket, dark blue, approved by the Fire Chief, may be worn with the station uniform.

40.4 Damage Reimbursement

Employees of the Fire Department shall be reimbursed the reasonable value of any personal equipment or clothing damaged or destroyed in the discharge of duties under stress or strain where normal caution cannot be exercised.

The amount to be reimbursed for the damaged article(s) will be determined by the employee(s) and the Battalion Chief and will require Fire Chief approval. Disputes on reimbursements are grievable through the grievance procedure up to and including Step 2 only. The following applies:

- a. The amount of reimbursement will be based on the remaining percentage of use, the estimated repair, or the replacement cost of the article(s).
- b. When watches are concerned, reimbursement will not exceed one hundred dollars (\$100) replacement or repair unless prior approval has been obtained from the Fire Chief.
- c. If there is partial or total reimbursement from other sources this will be deducted from the Fire Department's reimbursement.
- d. If the employee receives reimbursement from outside sources after Fire Department payment is made, the employee shall reimburse the Fire Department up to the amount received from the Fire Department.

Article 41 Mileage Allowance

Mileage reimbursement: Fire Department employees who must use their private vehicles for official business shall be compensated at the established Federal rate.

Article 42 Mandatory Medicare/Social Security

The Fire Department reserves the right to reopen this contract in the event that Congress imposes a mandatory obligation upon the Fire Department to compensate members of the Unit for Medicare assistance or Social Security coverage during the term of this Agreement.

In the event the Fire Department and its employees are required to participate in either the Federal Social Security Program or the Mandatory Medicare Program the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the Fire Department shall not be obligated to pay any portion thereof. Likewise, those contributions designated by Federal law to be the sole obligation of the Fire Department shall remain the obligation of the Fire Department.

Article 43 Grievance Procedure

43.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of the Memorandum of Understanding, excluding, however, those provisions of the Memorandum of Understanding, which specifically provide that the decision of any Department official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Step 2 shall be utilized to provide an administrative appeal of a written reprimand. Such appeals shall not be processed beyond Step 2.

43.2 Procedure

A grievance shall be filed according to the following steps:

43.3 Step 1. Immediate Supervisor.

A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the Union.

Within fifteen (15) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the Battalion Chief. Grievances not presented within the time period shall be considered resolved.

The Battalion Chief shall meet with the grievant to settle the grievance and give a written response to the grievant within fifteen (15) calendar days from the receipt of the grievance.

43.4 Step 2. Fire Chief.

If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may, within fifteen (15) calendar days from receipt of the Battalion Chief's response, advance the grievance in writing to the Fire Chief for consideration. A written response to the grievance shall be made in writing by the Fire Chief, after conferring with the grievant, within fifteen (15) calendar days from receipt of the grievance.

43.5 Step 3. Mediation.

If the parties are unable to reach a mutually satisfactory resolution on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the parties may mutually agree to participate in mediation in an effort to resolve the grievance at this Step. The parties may agree upon a mediator or utilize the services of a mediator assigned through State Mediation and Conciliation Service.

43.6 Step 4. Arbitration.

In the event Mediation is unsuccessful in securing a settlement, either the Union or the Department may require that the grievance be referred to an impartial arbitrator within fifteen (15) calendar days of receipt of the Fire Chief's response (if mediation is not utilized) or the completion of mediation. The parties may select by mutual agreement or by requesting a list of seven (7) arbitrators from State Mediation and Conciliation Service (SMCS). If a list from SMCS is utilized, the parties shall determine by lot which party is to strike the first name from the list. The parties shall alternately strike names from the list until one name remains. The fees and expenses of the arbitrator and of a Court Reporter (if mutually agreed upon) shall be shared equally by the Union and the Department. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of the arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union and unless such dispute falls within the definition of a grievance.

Neither any Mediator nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

43.7 Extension of Time Limits

The above specified time limits may be extended in writing by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended and mutually agreed upon in writing, shall dismiss and nullify the grievance. Failure by the Department to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

43.8 Compensation Complaints.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances.

43.9 Suspension and Discharge Grievances.

If the parties, in pursuance of the procedures outlined above resolve a grievance which involves suspension, demotion, reduction in step or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the Department had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management, and if he/she finds that the Department had such right, he may not order reinstatement and may not assess any penalty upon the Department.

43.10 Interpretation of Memorandum

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Mediation or arbitration proceedings hereunder) will be recognized unless agreed to by the Fire Chief and the Union.

Article 44 Disciplinary Procedure

Employees shall only be disciplined for cause. The Department shall conduct discipline consistent with the Firefighters Procedural Bill of Rights Act (Government Code section 3250).

44.1 Discharge, Suspension or Demotion For Cause

The Fire Chief may discharge, suspend, reduction in salary, or demote an employee for cause. An employee who has completed his/her probationary period may appeal such discharge, suspension, reduction in salary or demotion.

44.2 Cause For Disciplinary Actions

Employees may be subject to disciplinary action for cause, including, but not limited to, the following:

- a. Commission of a criminal offense.
- b. Willful or negligent damage or loss of Department property.
- c. Neglect of duty.
- d. Insubordination.
- e. Dishonesty including failure to report truthfully when ordered.
- f. Excessive, unexcused and/or unreported absenteeism or tardiness.

- g. Violation of Department policies, rules or procedures.
- h. Incompetence or nonperformance of duty.
- i. Alcohol intoxication on duty.
- j. Under influence of or use of drugs not prescribed by doctor while on duty.

44.3. Penalties

The following penalties may be assessed against any employee as disciplinary action:

- a. Written reprimand
- b. Reduction in salary
- c. Suspension
- d. Demotion
- e. Transfer
- f. Dismissal

Written reprimands are appealable under the disciplinary appeal procedure but only to Step 2. The Fire Chief's decision shall be final.

Performance evaluations are not appealable in Section 43.5 or Section 42 Grievance Procedure.

44.4. Predisciplinary Procedure

Prior to the discharge, demotion, or reduction in salary for disciplinary purpose, or suspension of any regular employee, the following procedure shall be complied with:

a. Written Notice.

Written notice of the proposed disciplinary action shall be given to the employee.

Such notice shall include:

A statement of the disciplinary action to be taken against the employee;

A statement of the facts upon which the disciplinary action is based which shall set forth the facts and charges so that the employee can understand said charges;

A statement indicating the cause for the disciplinary action;

A statement which generally describes any actions taken against the employee during the last five (5) years and which relates to the current disciplinary action;

A statement advising the employee that the written notice is to be placed in his/her personnel file and that the employee has a right to appeal.

b. Employee Review.

The employee shall be given the opportunity to review the documents or materials upon which the proposed disciplinary action is based and he/she shall be supplied with a copy/electronic copy of the documents.

c. Employee Response (Skelly Hearing).

Within five (5) business days after the employee has had the review opportunity provided above, he/she shall have the right to respond, orally or in writing, or both, at the employee's option. The five (5) day time limit may be extended by mutual agreement.

44.5. Appeal Procedure

- a. If the employee is not in agreement with the Skelly Officer's decision (above), he/she may present an appeal in writing to the Fire Chief within ten (10) business days. Failure of the employee to take further action within ten (10) business days after receipt of the decision of the Skelly Officer will constitute withdrawal of the issue. If the employee files an appeal, the Fire Chief shall meet with the employee and/or his/her representative within twenty (20) business days. The Fire Chief shall provide the employee and/or his/her representative a decision in writing within the twenty (20) business days' time period.

- b. **Appeal to the Authority's Board of Directors:** If the employee is not in agreement with Fire Chiefs decision, he/she may appeal the matter to the Authority's Board of Directors. The employee or his/her representative shall file the appeal with the Fire Chief within 10 business days of the Fire Chief's decision. The Authority's Board of Directors shall direct the Fire Chief to schedule the matter to be heard by a hearing officer within 45 calendar days of the filing of the appeal. The parties may select the hearing officer by mutual agreement or by requesting a list of seven (7) arbitrators from State Mediation and Conciliation Service (SMCS). If a list from SMCS is utilized, the parties shall determine by lot which party is to strike the first name from the list. The parties shall alternately strike names from the list until one name remains. The fees and expenses of the arbitrator and of a Court Reporter (if mutually agreed upon) shall be shared equally by the Union and the Department. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

The decision of the arbitrator shall be final and binding on the parties.

- c. **Extension of Time Limitations:** Any or all of the time limitations mentioned above with reference to filing and response may be extended by mutual agreement between the parties at the appropriate level.

44.6 Time and Designee

The term "day(s)" shall mean calendar days unless otherwise stated to specifically be "business day(s)". No appeal shall be accepted unless it is timely filed and no appeal may be considered unless it is timely taken. If the appeal is not timely filed, it shall be deemed waived.

44.7 Judicial Review

Final decisions, after exhausting administrative remedies, shall be pursuant to Code of Civil Procedures Section 1094.5.

Article 45 Layoff and Reinstatement

45.1 Layoff Rights

Whenever, in the sole and unfettered judgment of the Board of Directors, it becomes necessary in the interests of economy or lack of work or because the necessity for the position no longer exists the Board of Directors may abolish any position(s). Employees displaced shall be deemed to be laid off without the right to appeal the Board of Directors decision. The rights of employees affected by the abolishment of positions by the Board of Directors shall be as hereafter set forth in this Section.

45.2 Seniority for Purposes of Layoff

Seniority for the purpose of layoff is determined by Appendix B for employees listed, for employees hired on or after January 1, 2019 seniority for the purpose of layoff shall be determined by the employee's last date of hire.

In case of ties, the order of the employee's ranking in the hiring process, following the Chief's interview will determine the employee's seniority rank.

45.3 Order of Layoffs

Layoffs in the Fire Department shall be by job classification according to reverse order of seniority as determined by an employee's date of promotion with the City of San Mateo, Foster City, Belmont or the Department in the classification of Captain or Fire Inspector with the Department for an employee laid off in the classification of Captain or Fire Inspector and by seniority as defined in Section 51.2 for an employee laid off in the classification of Firefighter-Engineer. For purposes of this Article, in the event that a Battalion Chief is laid off, that employee shall have the same rights as Captains, including the right to have service as a chief with the City of San Mateo, Foster City, Belmont or the Department be calculated as service in the Captain classification.

An employee subject to layoff, must have had tenure in a lower classification with the City of San Mateo, Foster City, Belmont or the Department in order to be able to return to that classification.

Prior to any layoff within this Unit, all employees who are not full-time, regular employees shall be laid off first. None of these laid off employees shall be reinstated until all full-time, regular employees are reinstated or offered reinstatement from the appropriate recall list.

45.4 Reassignment (on layoff)

Employees laid off may elect to be reassigned to a classification in which they had tenure to a former classification held by an employee of less service with the City of San Mateo, Foster City, Belmont or the Department or be reassigned to a classification of equal or lower rate of pay held by an employee of less service with the Department provided the employee is capable by virtue of prior training or experience of performing such work. The reassigned employee shall serve a one (1) year probationary period in a new position but not in a former classification.

45.5 Notification

The Department shall notify, in writing, the employee by personal service, or by certified mail (at his/her address as shown on personnel records) and Local 2400 at least thirty (30) calendar days prior to the effective date of layoff and shall indicate the reason or reasons for the layoff. Such notice shall contain the layoff procedure and recall rights of the employee.

45.6 Right of Appeal

An employee who is laid off may file an appeal to the Fire Chief within fifteen (15) calendar days of the personal service or date of mailing of notice of the layoff action. Appeal shall be limited to the issue of whether the reassignment/bumping rights are properly applied but shall not include any appeal of the Board of Directors decision or the decision of the Fire Chief to layoff. Time is of the essence and the failure to timely file an appeal shall be deemed to be a waiver of appeal and the layoff decision shall be final and conclusive.

45.7 Termination Allowance

All employees with one (1) year of continuous service with the Department, whose employment is terminated because of layoff or death, shall be granted one (1) working day termination allowance at their basic pay rate for each year of completed service with the City of San Mateo, Foster City, City of Belmont or the Department, in addition to other compensation due them..

Article 46 Recall and Reinstatement Rights

Employees laid off or demoted in lieu of layoff shall be placed on recall lists in order of total cumulative length of service and shall remain on such lists for a period of two (2) years.

An employee will be called back to work on the basis of ranking on the recall list for any vacancy which occurs in those classes requiring basically the same qualifications, duties and responsibilities.

It is the responsibility of the employee who has been laid off to keep the Department informed as to his/her address and telephone number. The Department shall send a registered notice to the last address of record, but has no responsibility to attempt to trace an employee if such a notice is not delivered by the Post Office.

An employee must notify the Department regarding his intention to accept the position offered. If at the end of twenty (20) calendar days from the date of mailing of the notice no response has been received from the employee in line for selection, the Department will be entitled to consider the laid-off employee next in line for recall. A former employee who declines an offer shall forfeit the right to reinstatement through recall.

Recalled employees who have not completed their probationary period will be required to do so. Credit will be given for the time served prior to layoff.

Employees recalled after layoff shall be treated as if they have been on leave of absence in computing salary, vacation, sick leave, seniority and other benefits.

The right to reinstatement through recall is contingent upon the ability of the employee to meet the current qualification requirements of the position to which the employee is being returned.

Article 47 Miscellaneous Work Assignments

Commitments Regarding Assignment of Work

Recognizing the agreement of the parties to strive toward a partnership based on trust and mutual regard and in order to facilitate an environment of open and constructive communication, in lieu of the grievance procedures, any disputes regarding assignments made pursuant to this section shall be referred to the Fire Action Consensus Team (FACT) for resolution. If no resolution is achieved at FACT, it shall be referred to the Fire Facilitation Steering Committee and processed in accordance with their procedures. The parties acknowledge that fire services may be provided in the areas of fire suppression, fire prevention, emergency medical services, disaster preparedness and response, hazardous materials management and response, fire training, and public education related to the previously mentioned areas. The Department commits that assignments will be within the scope of these services and employees commit to accepting and undertaking assignments within the scope. The assignment shall be undertaken during any

dispute; however, the dispute will be referred to the FACT for review and discussion at their next meeting.

Article 48 Fire Department Rights

Rights Defined

The rights of the Fire Department include, but are not limited to, the exclusive right to determine the mission of its constituents' departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; and exercise complete control and discretion over its organization and the technology of performing its work.

Changes in scheduling and assignment of personnel are the right of the Fire Department, and nothing in the establishment of a working schedule, or alternative schedules, indicates any vesting in the schedule by employees. Local 2400 acknowledges the Fire Department's right to change scheduling practices and procedures, as the Fire Department deems appropriate to the mission and concerns of operations. The Fire Department will make reasonable efforts to give appropriate notice of changes to scheduling.

The parties agree that all subjects not specifically listed herein are retained by the Fire Department, and Local 2400 further agrees to waive its rights to grieve concerning the contemplation, approval, application and implementation or adoption of any management rights whether hereto listed or not.

With concurrence of both parties, disputes over matters under this section may be referred to FACT or FACT Steering Committee for discussion only. The parties understand that FACT and the FACT Steering Committee cannot bind the Fire Department on issues that may properly be within the discretion of the Board of Directors without consultation and concurrence of the Board of Directors and thus FACT's consideration of matters under this section will be recommendations only.

Article 49 Employee Rights

Nothing contained in these rules shall prohibit the employee or the Union from meeting and conferring on matters within the scope of representation as provided by Law. The Fire Department acknowledges the employees and the Union retain all rights under Section 3500 et. seq. of the Government Code. Nothing in these rules shall be construed to be a waiver of any employee rights provided by law.

Article 50 Reemployment

Any past, present or future regular employee of the Department, City of San Mateo, City of Foster City or City of Belmont, separated from a position through resignation and without fault of delinquency on his part may be reemployed to the former position, or to another position in the same class, within two (2) years, provided there is an authorized vacancy and the employee meets the conditions of employment, upon the approval of the Fire Chief.

Employees reemployed under this Section shall be subject to a probationary period and may receive credit for former employment in determining the amount of vacation allowance, sick leave, other benefits and their step in the salary range upon the approval of the Fire Chief.

Any former employee of the Department, City of San Mateo, City of Foster City or Belmont reemployed in the Fire Unit shall retain no seniority rights for choice of vacation or choice of station.

Article 51 Concerted Activities

No Strike Clause

The provisions of Labor Code Section 1962 shall apply to employees covered by these rules. Section 1962 states in part that employees "shall not have the right to strike, or to recognize a picket line of a labor organization while in the course of the performance of their official duties."

Article 52 Safety Committee

The Fire Safety Committee will be structured as follows:

- a. A functional safety committee will be established consisting of representation from each platoon and a designated representative of Local 2400, IAFF.
- b. The Committee will meet at least quarterly at a pre-assigned Fire Station.
- c. Copies of First Reports of Injury will be reviewed for the purpose of determining how a repetition of the accident can be avoided.
- d. Minutes shall be taken which indicate the recommendations made and their ultimate outcome. Minutes are to be retained for three (3) years.
- e. Any recommendations made to the Fire Chief or his/her designee will be reviewed and appropriate responses will be made as soon as practicable to the Safety Committee.

Article 53 Meals

The provisions of this section are adopted to assure that all employees of fire companies will be available at all times to respond to emergency calls as quickly and efficiently as possible. All members on each shift and each station are required to attend a common mess at that station and contribute an equal share to the cost of meals.

Article 54 Separability of Provisions

In the event that any provision(s) of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be null and void but such nullification shall not affect any other provision of this MOU, all of which other provisions shall remain in full force and effect.

Provided, however, in the event the State or Federal law prevents the Department from granting the salaries specified in Article 16 of this agreement, the parties shall meet and confer on the subject of providing other benefits to compensate the loss of such wages.

Article 55 Fire Prevention

55.1 Eligible Candidates

"When a vacancy occurs in the Fire Prevention Bureau, the Fire Department, as part of the recruitment process, shall solicit interest from personnel assigned to Fire Suppression. A Fire Suppression Captain may request a lateral transfer to Fire Prevention, per Department Personnel Rules.

- a. Eligible personnel shall be defined as: Firefighters and/or Captains who are not in a probationary status at the time of application for the Fire Prevention Bureau.
- b. Selection Process. A written and/or oral test shall be used to qualify candidates.
- c. Duration of Assignment for Internal Candidates. Employees shifting from suppression to prevention are expected to commit to a minimum of a two (2) year assignment. Moving from a Fire Prevention Bureau assignment may occur after two (2) years to a vacant position at a permanent classification the employee possessed prior to Fire Prevention for the internal candidates. An employee who leaves to accept a promotion is exempted from the two (2) year assignment.
- d. Probation. For Fire Suppression candidates appointed to a Fire Inspector, there will be a probationary period of six (6) months review. If performance during probation is unsatisfactory, the employee will return to the formerly held classification
- e. Fire Inspector Premium. Fire Suppression candidates appointed to Fire Inspector shall be paid at the forty (40) hour Captain's rate of pay plus the five percent (5%) Fire Inspector Premium in lieu of suppression overtime.

55.2 Fire Prevention Schedule

- a. In the interest of increasing flexibility to accommodate both the public's varied schedule needs and the employee's work schedule desires, the parties agree to work a flexible work schedule.

The Deputy Fire Marshal and Fire Prevention Inspector I/II work schedule shall adequately provide the needed service to the General Public and Fire Suppression.

A sample of a typical work schedule;

Mon	Tues	Wed	Thur	Fri	Sat	Sun
1&2 off 3&4 on duty	1,2,3,4 on duty	1,2,3,4 on duty	1,2,3,4 on duty	3&4 off 1&2 on duty	XXXX	XXXX

- b. Both the Deputy Fire Marshal and the Fire Marshal shall measure the success of the prevention work schedule by the fulfillment of prevention commitments, productivity, public opinion, and the availability of prevention staff during regular

working business hours. Should the schedule fail to meet acceptable service standards the Fire Marshal shall take steps to make appropriate modifications.

c. Telephone Standby

When an employee is placed on telephone standby related to the employee's duties and if said standby is not during regularly scheduled hours, said employee shall receive three (3) hours of straight time pay, at base salary rate, for twenty-four (24) hours of standby. If the employee is called into work, they will receive the appropriate overtime compensation and are not eligible for the standby pay.

If Standby is needed on an on-going basis, standby pay may be calculated on a weekly cumulative basis (i.e. 126 hours divided by 24 hours x 3 hours = 15.75 hours of pay).

Article 56 Term

This agreement shall be effective upon approval of Local 2400 and the Board of Directors and for the period from July 1, 2022 through June 30, 2025.

SIGNATURE PAGE

IAFF LOCAL 2400

John Wurdinger, President
San Mateo County Firefighters, IAFF, Local 2400

Tony Panacci
SMCFD District Vice President, San Mateo County
Firefighters, IAFF, Local 2400

Joseph Rupena
SMCFFA President, San Mateo County Firefighters,
IAFF, Local 2400

Rich Seguine
SMCFFA Vice President, San Mateo County
Firefighters, IAFF, Local 2400

Sean Sims
San Mateo County Firefighters, IAFF, Local 2400

Kirk Steers
San Mateo County Firefighters, IAFF, Local 2400

Mark Volkman
San Mateo County Firefighters, IAFF, Local 2400

Evan Berbano
San Mateo County Firefighters, IAFF, Local 2400

Tim Cantillon
Goyette & Associates

**San Mateo Consolidated Fire
Department**

Kent Thrasher
Fire Chief

Matthew Turturici
Deputy Fire Chief

Chuck Flesher
IEDA

Dated: _____

APPENDIX A

SAN MATEO CONSOLIDATED FIRE DEPARTMENT CLASSIC FIRE CAPTAIN/PARAMEDICS

Greg Campbell	(Date of Promotion 10/23/1994)
Kevin McCullough	(Date of Promotion 1/29/1995)
Steve DiMauro	(Date of Promotion 10/28/2003)
Jason Emmett	(Date of Promotion 5/16/2007)
Paul Henretty	(Date of Promotion 4/20/2008)
Anthony Campana	(Date of Promotion 6/1/2008)
Gary Jacobs	(Date of Promotion 12/8/2008)
Casey Engler	(Date of Promotion 9/1/2011)
Trevor Kelly	(Date of Promotion 10/30/2012)
Brian Banks	(Date of Promotion 8/1/2014)
Rob Aranda	(Date of Promotion 1/3/2016)

APPENDIX B

CATASTROPHIC LEAVE DONATION POLICY

I. PURPOSE

This policy has been developed to assist employees who have exhausted paid leave balances due to a serious/catastrophic or debilitating illness, injury or condition, affecting their own ability to work or requiring the employee's absence to provide care for an immediate family member (spouse, children of either spouse, either parent, brother or sister, employee's grandparents, grandchildren, mother or father-in-law or brother or sister-in-law). Other relatives and significant persons may be included with the approval of the Fire Chief.

II. DEFINITION

A catastrophic illness or injury is defined as an illness or injury that has been diagnosed by a licensed physician, requiring an extended period of treatment or recuperation or which has a significant risk to life or life expectancy. This policy may be used in conjunction with the Federal and State Family Leave laws.

III. CRITERIA FOR DONATING AND RECEIVING LEAVE DONATIONS

Employee Receiving Donated Leave

An employee is eligible to receive donated leave under the following conditions:

- a) employee must be a regular full or part time employee;
- b) employee must have exhausted all paid leave balances;
- c) employee must have a catastrophic illness as previously defined;
- d) employee must be prevented from returning to work for at least 30 calendar days and be eligible for long-term disability benefits or family leave;
- e) employee cannot receive leave when his/her employment status would prevent continuation of active leave benefits;
- f) the medical prognosis for the condition includes a reasonable expectation that proper care and rehabilitation will result in the return of the employee to full duties.

Employee(s) Donating Leave

An employee is eligible to donate accrued sick or vacation leave under the following conditions:

- a) employee must be a regular full or part time employee;
- b) employee must retain a minimum balance of 100 hours of sick leave and 100 hours of vacation after donating;
- c) employee must donate a minimum of four (4) hours.

IV. CONDITIONS

- a) participation by regular employees (both donating or receiving) shall be voluntary;
- b) leave may be donated only when there is a catastrophic illness as defined above;
- c) once the leave is donated and posted to the receiving employee, the employee donating such leave shall irrevocably lose all rights and privileges to the leave hours donated;
- d) donated leave cannot be used for longer than twelve (12) months, when donated leave is exhausted, or a change in employment status occurs whichever comes first.

V. PROCEDURES

a) For donating employees:

- 1) A donating employee completes the donation form and sends it through the approval process to Human Resources. Once approved, Payroll will use the date and time approved to track the donation. Donated leave will be credited to the receiving employee from donating employees in chronological order by the date submitted for approval and used only as needed. If there are simultaneous requests to donate, the hours needed will be evenly divided between donating parties.
- 2) The Human Resources and the Fire Chief or designee must approve the donation prior to submission to Payroll for final processing.

b) For receiving employees:

- 1) The receiving employee must be eligible and willing to receive the donated sick or vacation leave. The medical details of the need for the donated leave are up to the receiving employee to share and will be kept confidential, unless otherwise advised in writing by the receiving employee.
- 2) Once the employee's own leave balances have been exhausted and/or the family leave period has expired, the employee may receive donated leave in lieu of long term disability benefits to remain on paid status. While on paid status, Department benefits will continue.

3) A receiving employee may not receive donated leave that allows a continuing leave of absence status if a decision would have otherwise been made concerning the employment status of the employee.

APPENDIX C

PLATOON/STATION/VACATION BID PROCEDURE

The Platoon/Station/Vacation sign-ups will be done using the following guidelines:

- The sign-ups will start October 1st of each year and the results will be posted by December 15th of each year. Employees will be given a two week prior notice to the beginning of sign-ups by Department email.
- Captains will sign up first, followed by Firefighter/Engineers. The order of the selection process will be by seniority in rank.
- Each employee will be notified by email of their date and time for selection.
- Each employee will have a designated two-hour time frame to make their selections.
- The selection process shall commence at 8:00 am and conclude at 8:00 pm each day.
- If an employee fails to make their selection during their designated time, the selection process will move to the person next on the list. Employees who fail to make their selection during their assigned time will be able to make their selections after all other non-probationary employees have completed their selections. Exception to this for extreme circumstances can be approved by the SMCDFDA E-Board.

Firefighter Paramedics

- The number of stand-alone firefighter paramedics shall be balanced between the platoons. The total number of stand-alone paramedics shall be divided by three to determine the number of paramedic slots per platoon.
- Station selections shall provide for a minimum of one stand-alone paramedic firefighter for every engine and truck company.

Hazmat Tech/Specialist

- The number of Captain hazmat tech/specialist and Firefighter hazmat tech/specialist shall be balanced between the platoons. The total number of Captain hazmat tech/specialist and Firefighter hazmat tech/specialist shall be divided by three to determine the number of hazmat tech/specialist per rank slots per platoon.
- There shall be a minimum of two (2) Hazmat Consult Specialists per platoon.
- Station #14 shall have a minimum of one Captain Hazmat Tech/Consult Specialist and one (1) Firefighter Hazmat Tech/Specialist.

Truck Operators

- There shall be at least one (1) Aerial Ladder Truck Tractor Operator and one (1) Aerial Ladder Truck Tiller Operator per platoon at each of the stations where the trucks are assigned.

Vacancies

- Permanent Vacancies on a platoon during the year shall be filled from the swing personnel assigned to that platoon, by seniority. If needed, swing personnel from another platoon can be reassigned to help fill vacancies and balance the platoons.
- Members with the lowest seniority in each classification are subject to platoon reassignment for balancing staffing levels as needed.

Probationary Employees

- After the last non-probationary firefighter has completed their selections the bidding process will be terminated. Management and the DVP's will meet and collectively work to determine any needed changes to the completed sign-ups and determine the assignment of probationary personnel. Considerations will be given to Departmental staffing needs, training needs, and employee seniority. Probationary personnel who have completed the first twelve (12) months of probation will be able to select vacation after their platoon assignments have been finalized.
- After successful completion of the Firefighter Academy, the following guidelines shall be followed to provide the probationary firefighters forty (30) shifts of consistent supervision and orientation.
 - When long term vacancies exist at a station a probationary fire fighter shall be assigned to that station for a maximum of forty (30) shifts.
 - In the event no long-term vacancies exist, the probationary firefighter shall assume the permanent station assignment of the least senior firefighters on that platoon for a minimum of twenty (30) shifts. Consideration will be given to apparatus staffing needs when assigning probationary personnel, i.e., Paramedics and Operators.)
 - Company officers shall provide probationary firefighters adequate opportunities to familiarize and train with truck company equipment.

Nothing herein shall be construed to erode the authority of the Fire Chief set forth in Article 34 (Vacation) and Article 46 (Miscellaneous Work Assignments) to schedule, assign, approve vacations, platoons, or stations.

Vacation Selection

- During the annual Platoon/Station/Vacation selection process, vacation shall be selected in forty-eight (48) hour blocks each. (Complete tours.)
- After the annual vacation process is completed and all vacations have been approved by the Fire Chief or designee, additional available vacation spots will be available to be selected on a first come first served basis.

- All vacation shall be taken in either twelve (12) hour or twenty-four (24) hour increments beginning at 8:00 am or 8:00 pm for twelve (12) hour vacation and 8:00 am for twenty-four (24) hour vacation.
- Vacation may be banked a minimum of forty (40) hours in advance.
- There shall be three (3) Captain vacation spots and five (5) Firefighter/Engineer vacation spots per day for the annual vacation selection.

APPENDIX D

FIRE ACTION CONSENSUS TEAM

The Fire Action Consensus Team (FACT), in accordance with the FACT Charter, will be the participative management model used by the San Mateo Consolidated Fire Department.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: Kent Thrasher, Fire Chief

Meeting Date: April 12, 2023

Subject: FY 2022-23 Budget Update & Proposed FY 2023-24

RECOMMENDATION

Receive fiscal year 2022-23 budget update, adopt a resolution approving a supplemental budget appropriation of \$0.7 million of mutual aid reimbursement revenues, \$0.2 million of fund balance in the Benefits Fund, \$0.3 million of fund balance in the Workers' Compensation and General Liability Fund, and provide feedback on proposed fiscal year 2023-24 budget.

BACKGROUND & ANALYSIS

General Fund

Based on February 2023 year-to-date results, total revenues in the General Fund are expected to end fiscal year (FY) 2022-23 at \$47.0 million, while total expenditures are projected to be \$45.9 million, which would result in an increase of \$1.1 million in fund balance from \$0.5 million to approximately \$1.6 million. The projected favorable variance in revenues of \$0.7 million is largely due to mutual aid deployment reimbursements and grants. Total expenditures are projected to be over budget by \$0.7 million, largely due to the cost of overtime, which was mostly incurred to meet minimum staffing requirements and respond to mutual aid requests.

The proposed 2023-24 budget for the General Fund estimates \$47.0 million in requirements (projected expenditures), which by design, are offset by \$47.0 million in revenues, largely from member agency contributions. Compared to the adopted 2022-23 budget, the proposed budget is an increase of 5.1%.

The operating contributions, which are split 60%/20%/20% between the member agencies, are projected to be \$27,509,727 for the City of San Mateo, and \$9,169,909 each for the cities of Belmont and Foster City, which is a 5.1% increase compared to the current fiscal year. The primary factors that contribute to the increased operating costs are discussed below:

Employee Compensation

Salaries, wages, and benefits represents over 86% of the total General Fund proposed 2023-24 budget, which is consistent with SMC Fire's operations provision of services to the member agencies' communities. Employee compensation is projected to increase by \$1.7 million, or 4.3% over the adopted 2022-23 budget, accounting for negotiated salary increases as well as increases in healthcare costs as projected in SMC Fire's actuarial valuation for other postemployment benefits (OPEB).

Operating

SMC Fire's fuel and electric costs are expected to increase by about 45% from FY 2021-22 to FY 2022-23 as a result of inflation. Despite the current inflationary environment, SMC Fire has made a great effort to cut other operating costs in order to remain within budget. The possibility of future fuel and electric price increases has been considered in the FY 2023-24 budget.

Capital Outlay

SMC Fire's practice is to charge its operating funds (the General Fund and the Fire Protection and Life Safety Fund) a replacement charge throughout the useful life of its vehicles and equipment. Replacement charges for 2023-24 are increasing by \$0.3 million compared to the current fiscal year as a result of the following material contributing factors:

- Purchase of three fire engines totaling \$2.4 million in January 2021
- Purchase of one fire engine and one fire truck totaling \$2.7 million in April 2022
- \$1.0 million for SMC Fire's share of the Workday ERP costs
- Decision to forgo year 3 of 3 of payments from the member agencies of accumulated equipment replacement funds of approximately \$2.1 million in fiscal year 2020-21
- Increase of replacement value to present day replacement costs
- Replenish fund balance in the Equipment Replacement Fund to reach \$5.0 million by 2027-28

Fire Protection and Life Safety Fund

Based on year-to-date results through February 2023, total revenues are expected to end FY 2022-23 at \$2.5 million, while total expenditures are projected to be \$2.2 million which would result in an increase of \$0.3 million in fund balance from \$0.5 million to approximately \$0.8 million. The favorable results are largely due to vacancy savings.

For the FY 2023-24, total resources (projected revenues) are projected to be \$2.7 million and total requirements are projected to be \$2.7 million. In order to present a balanced budget, one Fire Inspector position has been defunded until expected revenues improve to a point sufficient to fund the position.

FISCAL IMPACT

If the FY 2022-23 year-end estimates come to fruition, the General Fund would end the year with \$47.0 million in total revenues and \$45.9 million in total expenditures, resulting in an increase of \$1.1 million in fund balance from \$0.5 million to \$1.6 million. The proposed 2023-24 budget projects \$47.0 million in total revenues and \$47.0 million in total expenditures.

The Fire Protection and Life Safety Fund is projected to end FY 2022-23 with \$2.5 million in total revenues and \$2.2 million, which would increase fund balance from \$0.5 million to \$0.8 million. The proposed 2023-24 budget estimates \$2.7 million in total revenues and \$2.7 million in expenditures.

Adopt a resolution approving a supplemental budget appropriation of \$0.7 million of the mutual aid reimbursement revenues, \$0.2 million of fund balance in the Benefits Fund, \$0.3 million of fund balance in the Workers' Compensation and General Liability Fund.

ATTACHMENTS

- A. Proposed Resolution

RESOLUTION NO. RES-2023-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION OF \$0.7 MILLION OF MUTUAL AID REIMBURSEMENT REVENUES, \$0.2 MILLION OF AVAILABLE FUND BALANCE IN THE BENEFITS FUND AND \$0.3 MILLION OF FUND BALANCE IN THE WORKERS' COMPENSATION AND GENERAL LIABILITY FUND

WHEREAS, the Board of Directors received an update on the budget performance for the General Fund. Based on February 2023 year-to-date results, expenditures are projected to end the fiscal year at \$45.9 million, which would exceed budgeted appropriations by \$0.7 million, largely due to the cost of overtime incurred to meet minimum staffing requirement and respond to mutual aid requests; and,

WHEREAS, Benefits Fund expenditures are projected to end the fiscal year at \$8.8 million, which would exceed budgeted appropriations by \$0.2 million, largely due to increases in healthcare costs.

WHEREAS, Workers' Compensation and General Liability Fund expenditures are projected to end the fiscal year at \$3.0 million which would exceed budgeted appropriations by \$0.3 million largely due to increases in insurance premiums; and,

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

1. Authorize a supplemental budget appropriation of \$0.7 million of mutual aid reimbursement revenues to increase the General Fund overtime budget.
2. Authorize a supplement budget appropriation of \$0.2 million of available fund balance in the Benefits Fund to increase the Benefits Fund healthcare budget.
3. Authorize a supplemental budget appropriation of \$0.3 million of available fund balance in the Workers' Compensation and General Liability Fund to increase the Fund's insurance premiums budget.

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 12th day of April, 2023, 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: April 12, 2023

Subject: OPEB Trust - Approval

RECOMMENDATION

Adopt a resolution authorizing participation in the PARS Post-Employment Benefits Trust Program to be administered by Public Agency Retirement Services (PARS) and U.S. Bank, appointing the Treasurer as the Agency's Plan Administrator, and authorizing the Treasurer to execute the documents to implement the Program.

BACKGROUND

In October 2021, the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors formally accepted the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2021. One of the highlights from the ACFR was an increase in the unfunded liability for other post-employment benefits (OPEB), which increased from \$1.6 million to \$3.3 million. The Board directed staff to work with the finance directors from the other member agencies (Belmont and Foster City) to evaluate OPEB prefunding strategies, which took place on December 21, 2022.

In January 2023, the Fire Board approved staff's recommendation to invest the \$1.5 million accumulated in the Benefits Fund to address SMC Fire's OPEB liability. Staff subsequently evaluated the following OPEB trust funds solutions:

ANALYSIS

California Employers' Retiree Benefit Trust (CERBT)

CERBT is administered by the California Public Employees' Retirement System (CalPERS). CERBT has approximately \$16 billion in assets under management and 590 participating public agencies. There are three investment strategies available to choose from that provide a range of risk, asset allocation, and corresponding discount rates.

Public Agencies Retirement Services (PARS) Benefits Trust Program

PARS administers its OPEB trust and partners with Highmark Capital Management and US Bank for investment management and discretionary trustee services, respectively. PARS has approximately \$3.3 billion in assets under management and 388 participating public agencies. PARS offers five investment strategies that provide a rank of risk, asset allocation, and corresponding discount rates. It also provides the option to customize an investment portfolio.

CERBT and PARS both offer flexibility with funding their OPEB trusts. SMC Fire can contribute ad hoc, or based on the actuarially-determined contribution (ADC), or based on year-end financial results. Both entities offer a comparable level of customer service.

The differentiating factor in evaluating both trusts is their historical performance, net of fees. The tables below analyze performance over the 1-year, 3-year, 5-year, and 10-year periods net of fees for CERBT’s Strategy 1 and PARS’ Capital Appreciation strategies and CERBT’s Strategy 2 and PARS’ Moderate strategies, as they offer comparable asset allocations of equities and fixed income investments:

Table 1 – Comparison of CERBT Strategy 1 and PARS Capital Appreciation strategies

Description	1-year	3-year	5-year	10-year
PARS gross return	-16.08%	3.37%	4.99%	7.50%
Less fees	-0.60%	-0.60%	-0.60%	-0.60%
Net return	-16.68%	2.77%	4.39%	6.90%
CERBT gross return	-17.79%	1.97%	3.74%	5.90%
Less fees	-0.07%	-0.09%	-0.09%	-0.10%
Net return	-17.86%	1.88%	3.65%	5.80%
Difference	1.18%	0.89%	0.74%	1.10%

Table 2 – Comparison of CERBT Strategy 2 and PARS Moderate strategies

Description	1-year	3-year	5-year	10-year
PARS gross return	-14.63%	1.76%	3.55%	5.46%
Less fees	-0.60%	-0.60%	-0.60%	-0.60%
Net return	-14.03%	1.16%	2.95%	4.86%
CERBT gross return	-17.62%	0.63%	2.83%	4.66%
Less fees	-0.07%	-0.09%	-0.09%	-0.10%
Net return	-17.69%	0.54%	2.74%	4.56%
Difference	3.66%	0.62%	0.21%	0.30%

FISCAL IMPACT

Investment of the \$1.5 million in accumulated resources in an OPEB trust will allow SMC Fire to directly address its OPEB liability. From an accounting basis, the assets in an OPEB trust are netted against the OPEB liability on SMC Fire’s entity-wide financial statement.

ATTACHMENTS

- A. Proposed Resolution

RESOLUTION NO. RES-2023-

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT
APPROVING THE ADOPTION OF THE
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)**

WHEREAS, the San Mateo Consolidated Fire Department (SMC Fire) has a net other post-employment benefits (OPEB) liability of \$2.8 million; and,

WHEREAS, the Fire Board directed staff to invest \$1.5 million in accumulated resources to address its OPEB liability and evaluate OPEB trusts; and,

WHEREAS, the Public Agencies Retirement Services (PARS) provides a variety of investment options with its OPEB Trust Program; and,

WHEREAS, SMC Fire is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the Department's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the Department's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the Department reserves the right to make contributions, if any, to the Program.

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

1. The Board of Directors hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective April 12, 2023; and
2. The Board hereby appoints the Treasurer, or their successor or their designee as the Department's Plan Administrator for the Program; and
3. The Department's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the Department and to take whatever additional actions

are necessary to maintain the Department's participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the Department's Program.

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 12th day of April, 2023, 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: April 12, 2023

Subject: Master Fee Schedule Revisions

RECOMMENDATION

Adopt a resolution approving revisions to the San Mateo Consolidated Fire Department's Master Fee Schedule effective July 1, 2023.

BACKGROUND

In July 2021, the Board adopted the SMC Fire Master Fee Schedule. The schedule was the first step in balancing Fund 37 (Now fund 310), the Fire Protection and Life Safety Fund. While the overall fees increased in 2021, a substantial change in the approach resulted in the hourly rate dropping for the activities done by the Department. Given inflationary pressure on the cost to provide services, the fees will need to be evaluated periodically to ensure that Fund 310 continues its recovery.

ANALYSIS

The current Master Fee Schedule (MFS) is comprehensive, but staff recommends the following primary revisions to the MFS to make it clearer for the public and staff to understand.

- An across the board 6% increase in most fees.
- A change in some language to address errors from the original adoption.
- Adding a fee to cover the cost of a previously uncollected regulatory activity.

The Department has typically increased fees up to the change in CPI less energy services. That change is 5.5% according to the Bureau of Labor Statistics. At this time, we are recommending a 6% increase effective July 1, 2023. This would result in an overall increase of 8% for the past year, which coincides with the latest negotiated wage increases for the fire inspectors represented by the International Association of Firefighters (IAFF) Local 2400 for fiscal years 2022-23 and 2023-24. The intent is now to only come to the Board to increase fees based on the fiscal year.

RECOMMENDATION

Staff recommends the Board adopt a 6% increase in April 2023 to become effective July 1, 2023. This will ensure that the fee for services aligns with the cost of providing services. Should the Board approve a fee increase of less than 6%, this would result in revenue being less than the actual cost of providing services and would be unsustainable for Fund 310. This would necessitate additional increases to fees prior to July 1, 2024 to keep the fund solvent.

FISCAL IMPACT

Fund 310 is projected to end the fiscal year with approximately \$0.3 million in fund balance, so the proposed increase in fees will help to position the fund for long-term fiscal sustainability.

ATTACHMENTS

- A. Resolution
- B. Proposed Master Fee Schedule

RESOLUTION NO. RES-2023-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED
FIRE DEPARTMENT APPROVING REVISIONS TO ITS SCHEDULE OF FEES FOR
RECOVERING THE DIRECT COSTS OF SERVICES PROVIDED**

The Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”) resolves as follows:

WHEREAS, under applicable law and pursuant to the authority of the Department’s JPA member agencies, the Department is authorized to adopt a schedule of fees to recover its direct and indirect costs for services;

WHEREAS, in July 2021, the Board adopted a Master Fee Schedule for the Department;

WHEREAS, consistent with applicable law and the existing Maser Fee Schedule, the Board may, based on changes in the costs of Department services , increase fees and charges on July 1 of each year based on the annual change in the Consumer Price Index for All Urban Consumers (“CPI-U”), San Francisco-Oakland-Hayward, minus food and energy as of February 2023, as well as any other necessary adjustments to Department fees and charges as needed from time to time, and that such future adjustment may be performed either by Resolution or by Ordinance;

WHEREAS, such adjustments are necessary so that the fees set forth in the Master Fee Schedule continue to appropriately reflect the costs incurred by the District in providing its fire protection, fire prevention, emergency response, and related services;

WHEREAS, The fiscal year 2023-24 service fees are as set forth in the Schedule of Department Service Fees, attached as Attachment B and incorporated by this reference;

WHEREAS, the fees and charges set forth in this Resolution are based on the Department’s review of the NBS study on what constitutes its reasonable and actual costs for performing such services; and,

WHEREAS, this Board held a properly noticed public hearing in accordance with and as required by Government Code section 6066, and has published notice twice in the San Francisco Examiner.

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

1. The foregoing recitals are hereby incorporated by reference;
2. This Resolution shall become effective July 1, 2023;
3. Upon the effective date of this Resolution, the fees and charges set forth in Attachment B, attached and incorporated by this reference, shall become effective, and the Department is authorized to take necessary and incidental actions to charge and collect such fees and charges;
4. Upon the effective date of this Resolution, Resolution No. 2022-032 shall be repealed;

5. The fees/charges set forth in this Resolution may be revised from time to time, including but not limited to an annual inflationary adjustment based on the Consumer Price Index (CPI) and additional fees/charges may be added or altered based the Department's associated costs, and such changes may be performed either by Resolution or Ordinance of the Board of Directors; and,
6. Within fifteen (15) days of the adoption of this Resolution, Department Staff shall cause to be published once in a newspaper of general circulation in the Department's service area a summary of the Resolution with the names of the members of the Board voting for or against the Resolution.

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 12th day of April, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

William D. Ross, General Counsel

San Mateo Consolidated Fire Department

Bureau of Fire Protection and Life Safety

Estimation of Average Cost of Providing Activities and Services based on User Fee Study FY 21

Fire Code Fee Schedule

Fee No.	Fee Description	Notes	Fee Unit Type	Current Fee	New Fee (2% increase)	6% increase	Comments
A. ANNUAL OPERATIONAL PERMITS W/ CFC PERMITS		[1]					
1	New Business Inspection		each	\$ 257	\$ 263	\$ 278	
2	Annual Operational Permit w/ CFC Permits						
	First Permit		each	\$ 257	\$ 263	\$ 278	
	Additional Permits		each	\$ 106	\$ 108	\$ 114	
	List of Required Operational Permits <i>(See CFC Section 105 for conditions)</i>						
	Aerosol Products (in excess of 500 lbs.)						
	Amusement Buildings						
	Aviation Facilities						
	Carnivals and Fairs						
	Cellulose Nitrate Film						
	Combustible Dust Producing Operations						
	Combustible Fibers						
	Compressed Gases						
	Covered and Open Mall Buildings						
	Cryogenic Fluids						
	Cutting and Welding						
	Dry Cleaning						
	Explosives						
	Fire Hydrants and Valves						
	Flammable and Combustible Liquids						
	Mobile Fueling of Hydrogen-Fueled Vehicles						
	Floor Finishing						
	Fruit and Crop Ripening						
	Fumigation and Insecticidal Fogging						
	HPM Facilities						
	Hot Work Operations						

	Industrial Ovens					
	Lumber Yards & Woodworking Plants					
	Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings					
	LP Gas					
	Magnesium					
	Miscellaneous Combustible Storage					
	Mobile Food Preparation Vehicles					
	Motor Fuel-Dispensing Facilities					
	Open Burning					
	Open Flames and Torches					
	Open Flames and Candles					
	Organic Coatings					
	Outdoor Assembly Event					
	Places of Assembly					
	Plant Extraction Systems					
	Private Hydrants					
	Pyroxylin Plastics					
	Refrigeration Equipment					
	Repair Garages and Motor Fuel-Dispensing Facilities					
	Rooftop Heliports					
	Spraying or Dipping					
	Storage of Scrap Tires and Tire Byproducts					
	Tire-Rebuilding Plants					
	Waste Handling					
	Wood Products					
3	Exhibits and Trade Shows					
	During Business Hours					
	First 2 hours	flat	\$ 515	\$ 525	\$ 557	
	Each additional hour	hourly	\$ 257	\$ 263	\$ 278	
	After Business Hours					
	First 2 hours	flat	\$ 592	\$ 604	\$ 640	
	Each additional hour	hourly	\$ 296	\$ 302	\$ 320	
4	Hazardous Materials- Paperwork Review (SDS, other regulatory paperwork)					
	Dispense, Use, Storage and Handling					
	Up to 5 chemicals	flat	\$ 322	\$ 328	\$ 348	
	Each additional chemical	each	\$ 41	\$ 42	\$ 45	
5	High Pile Storage Review (Not including fire sprinklers)	Hourly	\$ 257	\$ 263	\$ 278	

6	Pyrotechnic Special Effects Material					
	During Business Hours					
	First 4 hours		flat	\$ 1,030	\$ 1,050	\$ 1,114
	Each additional hour		hourly	\$ 257	\$ 263	\$ 278
	After Business Hours					
	First 4 hours		flat	\$ 1,184	\$ 1,208	\$ 1,280
	Each additional hour		hourly	\$ 296	\$ 302	\$ 320
7	Temporary Membrane Structures and Tents	[2]				
	400 - 1,000 s.f.		each	\$ 257	\$ 263	\$ 278
	1,001 - 5,000 s.f.		each	\$ 322	\$ 328	\$ 348
	5,000 s.f. and above		each	\$ 451	\$ 460	\$ 487
8	Emergency Responder Communication Enhancement System (ERCES- Maintenance)		each	\$ 257	\$ 263	\$ 278
	<i>For construction of ERRC systems, see Construction Fee Schedule</i>					
B. ANNUAL OPERATIONAL PERMITS W/O CFC PERMITS		[1]				
1	Group A - Assembly related occupancies (50+ persons)		base fee	\$ 257	\$ 263	\$ 278
2	Group B - Businesses/Commercial (multiple story commercial building over four stories - public areas only; high rise building - over 75 feet in height; shopping center, business center, or storage center over six units - public areas only)		base fee	\$ 257	\$ 263	\$ 278
3	Group E - Education occupancies (public/private)		base fee	\$ 579	\$ 591	\$ 626
4	Group F - Factories/Fabrication		base fee	\$ 322	\$ 328	\$ 348
5	Group H - Hazardous (labs, semi-conductors)		base fee	\$ 579	\$ 591	\$ 626
6	Group I - Institutions (Hospitals)		base fee	\$ 837	\$ 854	\$ 905
6	Group L - Lab		base fee	\$ 579	\$ 591	\$ 626
7	Group M - Mercantile		base fee	\$ 322	\$ 328	\$ 348
7	Group R - Residential (Other than MRIP)		base fee	\$ 386	\$ 394	\$ 418
8	Group S - Storage/Warehouse		base fee	\$ 322	\$ 328	\$ 348

9	Group U - Misc. Occupancy		base fee	\$ 193	\$ 197	\$ 209
10	Hotels, Motels, Apartments and Condominiums					
	3-4 units per building		base fee	\$ 266	\$ 271	\$ 288
	5-10 Units per Building		base fee	\$ 579	\$ 591	\$ 626
	11-100 Units per Building		base fee	\$ 966	\$ 985	\$ 1,044
	101-200 Units per Building		base fee	\$ 1,738	\$ 1,773	\$ 1,879
	201-300 Units per building		base fee	\$ 2,510	\$ 2,561	\$ 2,714
	300+ Units per Building		base fee	\$ 3,283	\$ 3,348	\$ 3,549
11	High-Rise					
	Base Fee (Plus per floor fee below)		base fee	\$ 471	\$ 481	\$ 509
	Per Floor		each	\$ 129	\$ 131	\$ 139
12	State 850 Inspections					
	State Licensing Inspection 1-6 Capacity					
	Pre-Inspection	[4]	per occurrence / trip	\$ 322	\$ 328	\$ 348
	RCF State Licensed Facility Inspection	[3]	per occurrence / trip	\$ 193	\$ 197	\$ 209
	State Licensing Inspection 7-25 Capacity		per occurrence / trip	\$ 386	\$ 394	\$ 418
	State Licensing Inspection 26-50 Capacity		per occurrence / trip	\$ 451	\$ 460	\$ 487
	State Licensing Inspection 50+ Capacity		per occurrence / trip	\$ 579	\$ 591	\$ 626

[Notes]

- [1] All fees in this section are minimum base fees and include an initial inspection and one reinspection. Failure to comply with inspection program or second re-inspection will result in additional inspection fees per Section D, Item 1 of this fee schedule.
- [2] Fee is assessed based on cumulative permittable tent square footage at a single site.
- [3] Inspections not allowed to be charged to RCFE's per Health and Safety Code Section 1569.84
- [4] Inspections allowed to be charged per Health and Safety Code Section 13235

San Mateo Consolidated Fire Department

Bureau of Fire Protection and Life Safety

Estimation of Average Cost of Providing Activities and Services based on User Fee Study FY 21

Construction Fee Schedule

Fee No.	Fee Description	Fee Unit	Notes	Fee of Service Per Activity	2% from 2022 increase	6% increase	Notes
C. DEVELOPMENT PLAN REVIEW AND INSPECTION							
1	Building Construction - New and Tenant Improvement						
	Single Family Residential / Duplex	each		\$ 407	\$ 263	\$ 279	
	Commercial / Industrial / Multi-Family						
	0-2,500 s.f.	each		\$ 600	\$ 612	\$ 649	
	2,501-5,000 s.f.	each		\$ 600	\$ 612	\$ 649	
	5,001-10,000 s.f.	base		\$ 793	\$ 809	\$ 857	
	10,001-50,000 s.f.	base		\$ 986	\$ 1,006	\$ 1,066	
	each additional 10,000 s.f. or fraction thereof	each add'l		\$ 197	\$ 201	\$ 213	
2	Sprinkler Systems						
2.1	New Construction						
	NFPA 13 System*						
	Under 100 heads	each		\$ 922	\$ 940	\$ 997	
	Per additional inspection (phasing)	each		\$ 342	\$ 349	\$ 370	
	Per additional plan type	each		\$ 922	\$ 940	\$ 997	
	Over 100 heads-includes one riser	each		\$ 1,050	\$ 1,071	\$ 1,136	
	Each additional riser	each		\$ 1,050	\$ 1,071	\$ 1,136	
	Per additional inspection (phasing)	each		\$ 342	\$ 349	\$ 370	
	Per additional plan type	each		\$ 922	\$ 940	\$ 997	
	NFPA 13D Single Family System	each		\$ 579	\$ 591	\$ 626	
	Per additional inspection (phasing)	each		\$ 193	\$ 197	\$ 209	
	Per additional plan type	each		\$ 579	\$ 591	\$ 626	
	Underground Piping						
	Up to 4 hydrants/risers	each		\$ 708	\$ 722	\$ 766	
	Per additional hydrant	each		\$ 129	\$ 131	\$ 139	
	<i>*NFPA 13R not allowed per ordinance</i>						
2.2	Tenant Improvement						
	NFPA 13 System - Without Calculations						
	Up to 10 heads	each		\$ 451	\$ 460	\$ 487	
	11-100 heads	each		\$ 644	\$ 657	\$ 696	

	Per additional inspection (phasing)	each		\$ 342	\$ 349	\$ 370
	Per additional plan type	each		\$ 515	\$ 525	\$ 557
	Over 100 heads	each	[4]	\$ 772	\$ 788	\$ 835
	Per additional inspection (phasing)	each		\$ 342	\$ 349	\$ 370
	Per additional plan type	each		\$ 644	\$ 657	\$ 696
	NFPA 13 System - With Calculations					
	Up to 10 heads	each		\$ 515	\$ 525	\$ 557
	11-100 heads	each		\$ 708	\$ 722	\$ 766
	Per additional inspection (phasing)	each		\$ 342	\$ 349	\$ 370
	Per additional plan type	each		\$ 322	\$ 328	\$ 348
	Over 100 heads	each	[4]	\$ 772	\$ 788	\$ 835
	Per additional inspection (phasing)	each		\$ 342	\$ 349	\$ 370
	Per additional plan type	each		\$ 772	\$ 788	\$ 835
2.3	Other Extinguishing Systems					
	Fire Pump					
	First pump	each		\$ 1,030	\$ 1,050	\$ 1,114
	Each additional pump	each		\$ 644	\$ 657	\$ 696
	Gas Systems (Med Gas, Industrial Gas, LPG)	each		\$ 644	\$ 657	\$ 696
	Hood & Duct Extinguishing System	each		\$ 644	\$ 657	\$ 696
	Each additional system	each		\$ 386	\$ 394	\$ 418
	Pre-Action System with Alarm	each		\$ 901	\$ 919	\$ 974
	Refrigeration Systems					
	Under 500 lbs.	each		\$ 644	\$ 657	\$ 696
	500 lbs. and over	each		\$ 772	\$ 788	\$ 835
	Special Equipment (Ovens, Dust, Battery)	each		\$ 644	\$ 657	\$ 696
	Special Extinguishing System	each		\$ 685	\$ 699	\$ 740
	Spray Booths	each		\$ 837	\$ 854	\$ 905
	Standpipe Systems	per system		\$ 644	\$ 657	\$ 696
	Water Tanks	per tank		\$ 901	\$ 919	\$ 974
	Hydrant Flow (Test and Inspection)	per hydrant		\$ 322	\$ 328	\$ 348
3	Alarm Systems					
3.4	Plan Review					
	Up to 10 devices	flat		\$ 322	\$ 328	\$ 348
	11-100 devices	flat		\$ 451	\$ 460	\$ 487
	Over 100 devices	flat		\$ 579	\$ 591	\$ 626
3.2	Inspection					
	Up to 10 devices	flat		\$ 322	\$ 328	\$ 348
	Each additional device	each		\$ 21	\$ 21	\$ 22
3.3	Other Alarm Systems					
	Smoke Control (smoke & heat vents, barriers, enclosures, etc.)	per system		\$ 1,159	\$ 1,182	\$ 1,253
	Emergency Radio Coverage Enhancement System Coverage (ERCES)	each		\$ 644	\$ 657	\$ 696

D. MISCELLANEOUS (Including non-construction related fees)						
1	Additional Inspection / Re-Inspection Fee for Development , Annual Mandated inspections, Fire Code Permit Inspections, and validated complaint inspections)					
	During Business Hours	hourly		\$ 257	\$ 263	\$ 278
	After Business Hours	Hourly (2 hr min)		\$ 296	\$ 302	\$ 320
2	Incident Reports	per page	[5]	\$ 0.12	\$ 0.12	\$ 0.12
3	Fire Search (Providing Research, Reports, etc.)	per half hour		\$ 129	\$ 131	\$ 139
4	Fire Code Variance Application / AMMR	hourly		\$ 257	\$ 263	\$ 278
5	USB	each		\$ 60	\$ 61	\$ 65
6	Key Box Administration	each unit		\$ 407	\$ 415	\$ 440
7	Staff Time Consultation (Regular Business Hours)	hourly per person		\$ 257	\$ 263	\$ 278
8	Emergency Response		[1]			
	Command Vehicle	hourly		\$ 115	\$ 117	\$ 124
	Engine	hourly		\$ 156	\$ 159	\$ 169
	Truck	hourly		\$ 196	\$ 200	\$ 212
	Three (3) Personnel	hourly		\$ 377	\$ 385	\$ 408
	Each additional 1/2 hour or fraction thereof	per half hour		\$ 268	\$ 273	\$ 290
9	Patient Assist (Doctor on Scene)	hourly		\$ 533	\$ 544	\$ 576
11	Driving Under the Influence (DUI)	actual cost	[2]	actual cost	actual cost	actual cost
12	Emergency Preparedness Planning and Education	Per Course Hour		\$ 257	\$ 263	\$ 278
13	CPR / First Aid	per course hour		\$ 257	\$ 263	\$ 278
14	Complaint Investigation and Follow-Up	each occurrence / trip / verified complaint		\$ 386	\$ 394	\$ 418
15	Penalty Fees					

	False Alarm	per occurrence		\$ 598	\$ 610	\$ 647	
	Failure to Obtain Permit	each		Double Fees	Double Fees	Double Fees plus administrative violation per day	
	Reactivation of Expired Permit	each initial		50% of Inspection Fees	\$ 263	\$ 279	
16	Hourly Fee (Everything not covered elsewhere)	Per hour		-	\$ 263	\$ 279	
17	Administrative Violations						
	1st violation	Per Violation, Per Day			\$ 130	\$ 130	Statutory fine, not subject to fee increase
	2nd violation	Per Violation, Per Day			\$ 700	\$ 700	Statutory fine, not subject to fee increase
	3rd and subsequent violations	Per Violation, Per Day			\$ 1,300	\$ 1,300	Statutory fine, not subject to fee increase
18	Inspection, Testing and Maintenance Filing Fee	Per report				\$ 30	New fee for 2023- assessed through 3rd party
19	Collection Referrtal Charge	Each				\$ 25	Left off previous schedules
20	Returned Check Processing Charge	Per Occurence				\$ 25	Left off of previous schedules

[Notes]

- [1] Rates calculated and provided by Department. NBS did not evaluate.
- [2] Per Government Code Sections 53150-58. Billing upon conviction.
- [3] Fee based on 30 minutes of an engine company
- [4] Base fee. Additional time charged per the hourly rate.
- [5] Subject to Public Records Request Act