



## Agenda

**San Mateo Consolidated Fire Department  
Board of Directors  
Regular Meeting  
Tuesday, November 19, 2024 – 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](mailto:nmorales@smcfire.org)

### **To Attend in-person**

Foster City EOC, 1040 East Hillsdale Blvd., Foster City, CA 94404

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

Register in advance for this Zoom webinar:

[https://us06web.zoom.us/webinar/register/WN\\_630bVqD4TceGmTN6kYAkWg](https://us06web.zoom.us/webinar/register/WN_630bVqD4TceGmTN6kYAkWg)

#### **1. OPENING**

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

#### **2. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

#### **3. CLOSED SESSION**

- 3.1 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:** Dan Bull

**Agency Designated Representative(s):** Jennifer Crims, Senior Human Resource Analyst, William D. Ross, Attorney, and Mark R. Peterson, Attorney

- 3.2 Conference with Legal Counsel: Anticipated Litigation – Authorized pursuant to Government Code Section 54956.9(d)(2) - *Two (2) Matters*

#### **4. RETURN FROM CLOSED SESSION**

- 4.1 Report from Closed Session

#### **5. AGENDA CHANGES**

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

#### **6. PUBLIC COMMENT**

Public Comment is limited to 15 minutes, with a maximum of three (3) minutes per speaker. If you wish to address the hearing body, please notify the Department as soon as practical by emailing the Board Clerk of the Fire Board at [nmorales@smcfire.org](mailto:nmorales@smcfire.org). If you are addressing the Board of Directors on a non-agenda item, the Board of Directors may, but is not required to, briefly respond to statements made or questions posed as allowed

by the Brown Act (GC 54954.2). The Board of Directors may refer items to staff for attention, or have a matter placed on a future Board of Directors Meeting, for more comprehensive action or report.

## **7. CONSENT**

[7.1](#) Approval of Fire Board Meeting Minutes from September 23, 2024.

[7.2](#) Report from Closed Session of September 23, 2024.

## **8. NEW BUSINESS**

[8.1](#) Adopt a resolution approving cost of living increases and compaction adjustment for the Business Manager position effective November 24, 2024, and increases for July 6, 2025.

## **9. OLD BUSINESS**

[9.1](#) Adopt a resolution amending the Executive Group of Fire Chief, Deputy Fire Chief, and Business Manager Compensation and Benefits Plan to align with CalPERS requirements.

## **10. REPORTS AND ANNOUNCEMENTS**

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

10.2 Proposed six dates for 2025 Regular meetings: January 15, March 19, May 21, July 16, September 17, and November 19 at 4:00 p.m.

10.3 Operations Update (verbal only)

10.4 Community Risk Reduction Update (verbal only)

10.5 Fire Chief update (*verbal only*)

## **11. ADJOURNMENT**

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

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

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



**Meeting Minutes**  
**San Mateo Consolidated Fire Department**  
**Board of Directors Regular Meeting**  
**Monday, September 23, 2024 – 4:00 P.M.**  
**Hybrid Remote Teleconference Meeting**  
**Foster City EOC**

**1. OPENING**

The meeting was called to order at 4:04 p.m. by Board Chair Mates

**1.1. Call to Order & Determination of a Quorum**

**1.2. Pledge of Allegiance**

**1.3. Roll Call**

**Board Members Present:** Mates, Newsom, Froomin

**Board Members Absent:** None

**2. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

None

**3. CLOSED SESSION**

The Fire Board adjourned to Closed Session at 4:10 p.m.

**4. RETURN FROM CLOSED SESSION**

The Board returned from Closed Session at 4:33 p.m. General Counsel Schwarz reported out from Closed Session, indicating that a written report describing any reportable action will be prepared and will be included in the meeting packet for the next Board meeting.

**5. AGENDA CHANGES**

None

**6. PUBLIC COMMENT**

Board Member Froomin wanted to take this time to apologize to staff for comments he made at the last meeting regarding the contract for Finance and HR services, stating that he truly appreciates the relationships that make SMC Fire a success and would not do anything to harm that.

**7. CONSENT**

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

**8. NEW BUSINESS**

**Item 8.1 Adopt a resolution approving a hiring plan for selection of a new Fire Chief and directing Legal Counsel to prepare materials for future Board consideration that would authorize the Chief**

**to work as Interim Chief if recruitment efforts for a new Fire Chief is still ongoing.**

Chief Administrative Officer Khojikian provided an overview of the staff report.

Board Members discussed the pros and cons of the hiring options consisting of an internal-only recruitment, an open recruitment, and appointing a Chief without a recruitment process. All Board Members agreed to an internal-only recruitment process for the position of Fire Chief understanding that the Board has the ability to initiate an open recruitment at any time. The Board also approved the ability to use the current Fire Chief as a retired annuitant should it be necessary.

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 8.2 Adopt a resolution authorizing the Fire Chief to amend the current Finance/Human Resource contract and allocate funding to support the reclassification of San Mateo's Senior Human Resources Analyst position to Human Resources Manager.**

Fire Chief Thrasher provided an overview of the staff report.

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.

**9. REPORTS AND ANNOUNCEMENTS**

Board Chair Mates asked about the time and schedule of Board meetings and if they could be modified. Chief Thrasher stated Wednesday's at 4pm have historically worked but we can discuss this topic further to be finalized at our October meeting.

Fire Chief Thrasher provided a brief organizational update:

- We've responded to over 16,000 calls this year and continue to average under 5 minutes and 30 seconds in response time.
- Department has deployed to an estimated 18,000 hours assisting with wildfires.
- 10/5/24 Open House event in Foster City Station 28.
- Badge Pinning ceremony to take place on 9/24/24.

**10. ADJOURNMENT**

The Board meeting was adjourned at 4:59 p.m.

William D. Ross  
David Schwarz  
Kypros G. Hostetter  
Christina Bellardo

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File No: 19/55

October 18, 2024

**VIA E-MAIL**

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

Re: Report Upon Return from Closed Session; San Mateo Consolidated Fire  
Department Regular Board Meeting of September 23, 2024

Dear Chair Mates and Board Members:

This communication sets forth reportable action of the Board of Directors (“Board”) of the San Mateo Consolidated Fire Department (“Department”), consistent with the provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 *et seq.*) resulting from the Department’s Closed Session of the September 23, 2024, Regular Board Meeting, consistent with Government Code Section 54957.1.

Board Chair Mates called the Meeting to order at 4:04 p.m. Having convened the Meeting in Open Session and receiving no public comments on Closed Session matters, the Board adjourned the Open Session and convened in Closed Session at 4:10 p.m.

There were two matters agendized for Department Closed Session consideration:

- 3.1 Consideration of a public employment – Personnel matter pursuant to Government Code Section 54957(b): Department Fire Chief Position
- 3.2 Conference with Legal Counsel: Anticipated Litigation – Authorized Pursuant to Government Code Section 54956.9(d)(2)  
Two Matters

With respect to Department Closed Session Agenda Item No. 3.1., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54957(b).

With respect to matters considered under Department Closed Session Agenda Item No.

The Honorable Julia Mates, Chair  
and Members of the Fire Board  
San Mateo Consolidated Fire Department  
October 18, 2024  
Page 2

3.2., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 4:33 p.m., where it was indicated by Department General Counsel that a written report upon return consistent with Government Code Section 54957.1 would be prepared.

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read "William D. Ross", with a stylized flourish at the end.

William D. Ross  
Department Counsel

WDR:DPS



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** November 19, 2024

**Subject:** Business Manager Salary Increase

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## **RECOMMENDATION**

Adopt a resolution approving a 4% cost of living increase and a 5% compaction adjustment for the Business Manager position effective November 24, 2024, and a 3% salary plus a 2% compaction adjustment increase July 6, 2025, and approve an appropriation for \$10,000 for Fiscal Year 2024-25 for the impact of the proposed increases.

## **BACKGROUND**

The Business Manager position is part of the Executive Command Staff Compensation & Benefit Plan.

For succession planning and to encourage promotion, compaction for the positions of the Business Manager and Management Analyst II has historically been between 22% and 27%. With the July 2024 cost of living and equity adjustment increases negotiated by the AFSCME group, the separation between Business Manager and Management Analyst II has decreased to 15%.

## **ANALYSIS**

The last salary increase to the Business Manager was 5% in December 2022 as a stop gap until after the AFSCME negotiations were completed. Prior to that, it had not been increased since July 2019. The delay in our coming to the Board to request a salary adjustment is in large part due to a commitment by the Executive Command Staff to complete negotiations with American Federation of State, County and Municipal Employees (AFSCME) prior to any salary adjustments for the Business Manager, who oversees the majority of the AFSCME employees.

Based on a salary survey of similar positions, the Business Manager position is currently 8.7% below median as compared to total compensation. The current recommended increase would bring the position to median as well as the appropriate level of compaction that is needed to encourage interest in promoting into higher positions, and to minimize the need to bring those newly promoted into the rank at a step higher than step one.

With the Management Analyst II scheduled for 3% salary increase plus a 2% compaction adjustment effective July 6, 2025 per the AFSCME MOU, it is further recommended that the Business Manager receive a 3% salary plus 2% compaction increase July 6, 2025 to avoid future compaction issues.

## **FISCAL IMPACT**

The Fiscal Year 2024-25 operating budget includes a 3% cost of living adjustment for the Business Manager position. The total budget impact for Fiscal Year (FY) 2024-25 for the increases effective November 24, 2024, is approximately \$10,000 to the General Fund. A supplemental budget appropriation to the General Fund is needed to cover the increase in FY2024-25. If approved, all increases effective July 6, 2025 will be included in future budget planning.

**ATTACHMENTS**

A. Resolution



**RESOLUTION NO. RES-2024-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A 4% COST OF LIVING INCREASE AND A 5% COMPACTION ADJUSTMENT FOR THE BUSINESS MANAGER POSITION EFFECTIVE NOVEMBER 24, 2024, AND A 3% SALARY PLUS A 2% COMPACTION ADJUSTMENT INCREASE JULY 6, 2025, AND APPROVE AN APPROPRIATION OF \$10,000 FOR FISCAL YEAR 2024-25**

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WHEREAS, the Business Manager position is part of the Executive Command Staff Compensation & Benefit Plan; and,

WHEREAS, with the July 2024 cost of living and equity adjustment increases negotiated by the AFSCME group, the separation between Business Manager and Management Analyst II has decreased to 15%; and,

WHEREAS, based on a salary survey of similar positions, the Business Manager position is currently 8.7% below median as compared to total compensation; and,

WHEREAS, the recommended increase would bring the position to median as well as the appropriate level of compaction that is needed to encourage interest in promoting into higher positions, and to minimize the need to bring those newly promoted into the rank at a step higher than step one.

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

1. Authorize a 4% cost of living increase and a 5% compaction adjustment for the Business Manager position effective November 24, 2024, and a 3% salary plus a 2% compaction adjustment increase July 6, 2025.
2. Approve an appropriation of \$10,000 for Fiscal Year 2024-25 for the impact of the proposed increases.

\*\*\*

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 19<sup>th</sup> day of November, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel



# STAFF REPORT

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

**From:** Kent Thrasher, Fire Chief

**Meeting Date:** November 19, 2024

**Subject:** **Clarifying and Restating the Compensation and Benefits Plan for the Fire Chief, Deputy Chief, and Business Manager Positions**

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## **RECOMMENDATION**

Adopt a Resolution clarifying and restating the “Special Pay and Allowances” set forth in the Compensation and Benefits Plan for the Fire Chief, Deputy Fire Chiefs, and Business Manager.

## **BACKGROUND**

On April 12, 2023, Board of Directors of the San Mateo Consolidated Fire Department (SMC Fire) Board of Directors adopted the current Compensation and Benefits Plan for the Fire Chief, Deputy Fire Chiefs, and Business Manager (Compensation Plan).

Certain job classifications within SMC Fire are provided incentive compensation and other benefits, such as educational incentive pay, hazardous materials educational incentive pay, management incentive pay, and uniform allowances. These benefits are articulated in Section 4 (Special Pay and Allowances) of the Compensation Plan, attached.

On December 4, 2023, the SMC Fire Board of Directors raised the Fire Chief’s Management Incentive Pay from 6% to 10%. By comparison, the Deputy Chief positions receive 6% Management Incentive Pay.

On February 22, 2024, the California Public Employees’ Retirement System (“CalPERS”) notified SMC Fire of the results of a “Retirement Compliance Review” CalPERS conducted of the Compensation Plan. The Retirement Compliance Report set forth CalPERS’ position that certain aspects of the Compensation Plan concerning incentive pay needed to be revised to comply with technical elements of existing retirement regulations.

CalPERS stated that, under California Code of Regulations, Title 2, Section 571, the “Special Pay and Allowances” in the Compensation Plan must directly set forth the rates, conditions of payment, and eligibility for the incentive pay, in one document without referencing separate materials.

CalPERS also indicated its position that the “Haz-Mat Pay” provided to SMC Fire’s designated Chief Haz-Mat Officer should be recategorized as “Educational Incentive Pay,” consistent with the purpose and facts of the incentive pay. SMC Fire has a contract with San Mateo County to conduct emergency responses where hazardous materials are involved. Consistent with that agreement, SMC Fire must designate a Chief Haz-Mat Officer, who is appointed based on their experience, training, and education

to oversee SMC Fire's hazardous materials response operations. Due to the qualifications of the Chief Haz-Mat Officer and the duties that they perform, SMC Fire provides that individual with incentive pay.

CalPERS also indicated that the Fire Chief and Deputy Chiefs should receive the same amount of Management Incentive Pay, since those positions are all classified as safety-members belonging to the same bargaining group.

### **ANALYSIS**

Upon receiving the Retirement Compliance Report from CalPERS, SMC Fire General Counsel and Human Resources Staff met with CalPERS staff multiple times to clarify the Compensation Plan to be consistent with CalPERS' interpretation of Section 571.

CalPERS' review of this matter was limited to Section 4 of the Compensation Plan (Special Pay and Allowances, located on pages 5-8 of the Compensation Plan).

Based on discussions with CalPERS, SMC General Counsel and Staff have modified the Compensation Plan to address the issues raised by CalPERS, by:

1. Encapsulating the relevant rates, conditions, and eligibility of incentive pay, uniform allowance, and other benefits and special compensation within a single document, instead of referencing separate materials;
2. Recategorizing the Haz-Mat Pay provided to the Chief Haz-Mat Officer as Educational Incentive Pay, without changing the existing rate of pay;
3. Establishing the same 6% Management Incentive Pay rate for the Fire Chief and Deputy Chief positions; and
4. Establishing a review procedure for Human Resources Staff to evaluate and confirm the validity and appropriateness of the certifications, training, and/or educational courses that form the basis for incentive pay.

The effective date of those revisions to the Compensation Plan will be retroactive to April 12, 2023.

Additionally, because the modification of the Fire Chief's Management Incentive Pay from 10% to 6% (a reduction of 4%), would have the unintended consequence of reducing the net pay provided to the Fire Chief, that reduction will be correspondingly offset by an increase to the Fire Chief's *base pay* by retroactively increasing it by the same amount (4%). That change will be retroactive to December 10, 2023, which was the effective date of Board Resolution 2023-031, which increased the Fire Chief's Management Incentive Pay from 6% to 10%.

### **FISCAL IMPACT**

The restated Compensation Plan does not change the total compensation paid to any SMC Fire employee. Rather, the clarifications address technical, regulatory interpretations by CalPERS, such as reclassifying the "Haz-Mat Pay" provided to the Chief Haz-Mat Officer as "Educational Incentive Pay." Further, adjustment of the 10% Management Incentive Pay previously provided to the Fire Chief will be offset by corresponding adjustments to the base salary of that position, so that the net result of income that is reportable to CalPERS will remain unchanged. Accordingly, there is no fiscal impact for SMC Fire.

**ATTACHMENTS**

- A. Resolution
- B. Restated Compensation and Benefits Plan for the Fire Chief, Deputy Chiefs, and Business Manager

**RESOLUTION NO. RES-2024-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO  
CONSOLIDATED FIRE DEPARTMENT TO APPROVE AND ADOPT THE  
COMPENSATION AND BENEFITS PLAN FOR FIRE CHIEF, DEPUTY FIRE CHIEFS,  
AND BUSINESS MANAGER**

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WHEREAS, at its meeting on April 12, 2023, the Board of Directors ("Board") of the San Mateo Consolidated Fire Department ("SMC Fire") approved and adopted the current Compensation and Benefits Plan for the Fire Chief, Deputy Fire Chiefs, and Business Manager (the "Compensation Plan"); and,

WHEREAS, the Compensation Plan provides that certain job classifications within SMC Fire receive items of compensation in addition to base salary, including but not limited to educational incentive pay, management incentive pay, hazmat educational incentive pay, and uniform allowance; and,

WHEREAS, SMC Fire contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits to its employees; and,

WHEREAS, under statutes and regulations applicable to CalPERS retirement benefits, certain items of compensation in addition to employees' base salary are reportable to CalPERS as "special compensation," including educational (and hazmat educational) incentive pay, management incentive pay, and, for "classic members" only, uniform allowance; and,

WHEREAS, on February 22, 2024, CalPERS notified SMC Fire of the results of a "Retirement Compliance Review" CalPERS conducted of the Compensation Plan, which included required revisions to the description of certain items of special compensation provided under the Compensation Plan in order to comply with CalPERS' statutes and regulations; and,

WHEREAS, SMC Fire's General Counsel and Human Resources Staff subsequently received from CalPERS staff several recommended revisions to the Compensation Plan to ensure that special compensation pay items described therein comply with CalPERS' statutes and regulations; and,

WHEREAS, based on discussions with CalPERS, General Counsel and SMC Fire Staff have revised the Compensation Plan so that it incorporates revisions recommended by CalPERS to ensure compliance with CalPERS' statutes and regulations; and,

WHEREAS, as requested by CalPERS, the effective date of the revisions will be retroactive to April 12, 2023; and,

WHEREAS, the restated Compensation Plan is enclosed as **Exhibit A** and is incorporated herein; and,

WHEREAS, because the restated Compensation Plan modifies the Management Incentive Pay provided to the Fire Chief, those modifications will be correspondingly offset by equivalent adjustments to the Fire Chief's base pay, so that the amount of aggregate compensation provided for that position is not altered.

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

1. Approve and adopt the revised *Compensation and Benefits Plan for Fire Chief, Deputy Fire Chiefs, and Business Manager*, attached as Exhibit A and incorporated by reference.

\*\*\*

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 19<sup>th</sup> day of November, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Board Secretary

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Board President

APPROVED AS TO FORM:

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William D. Ross, General Counsel

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

**Effective April 12, 2023**

**Restated as of November 19, 2024**



**COMPENSATION AND BENEFITS PLAN  
FOR  
THE FIRE CHIEF, DEPUTY FIRE CHIEFS, AND BUSINESS MANAGER  
Rev. November 19, 2024**

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**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 provided under applicable legislation pertaining to the Public Employees' Retirement System (PERS).

The Department currently provides the following retirement benefits:

*Safety (Fire Chief and Deputy Fire Chiefs)*

- 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 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.

*Miscellaneous (Business Manager)*

The Department contracted with the Public Employees Retirement System (PERS) to provide employees with a retirement formula that conforms to the Public Employees' Pension Reform Act (PEPRA). The retirement formula for new employees is 2% @ 62 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This retirement tier applies to a) all local miscellaneous members hired after January 13, 2019, and b) new members. A new member is (a) someone who has never been in PERS or a reciprocal retirement system or (b) someone previously in PERS or a reciprocal retirement system, but who has a gap of at least six (6) months since being covered by any of those pension systems. PERS refers to employees hired before January 1, 2013 as classic members.

Miscellaneous Employees Hire Date	Retirement Benefit Formula
"Classic Member" as defined by Section 7522.05 of the Government Code hired before 1/13/2019	2.0% @ 55
All members hired by Department after 1/13/19 or "New Members" hired on or after 1/1/2013	2.0% @ 62

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

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

The Department has contracted with PERS to provide the Military Service Credit.

The Department has contracted with PERS for sick leave conversion to service credit upon retirement.

**Section 3 - Probationary Period for Business Manager**

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 Allowances**

Uniform Allowance

*Initial Uniform Allowance*

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

*Uniform Allowance*

Fire Chief and Deputy Chiefs shall receive a uniform allowance of thirty-eight dollars and forty-six cents (\$38.46) per pay period.

The Department has an interest in requiring all safety employees to have a Class A 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.

*Miscellaneous (Business Manager)*

The Department, upon request, will provide an employee with an initial set of logo wear consisting of one polo shirt, one t-shirt, one jacket and one hat. The Department will consider requests for replacements as needed.

Educational Incentive Pay

As set forth below, a qualifying employee shall be entitled to educational incentive pay for completing and becoming certified in qualifying educational courses and topics.

Educational Incentive pay is paid on a biweekly basis, beginning the first full pay period of the month following the date of submittal or certification and acceptance by the Department.

*Eligibility*

The maximum amount of educational incentive payment to be provided shall be two hundred sixty dollars (\$260) per month, paid biweekly (Deputy Chiefs) and two hundred dollars (\$200) per month, paid biweekly (Business Manager).

As a pre-requisite for an employee to receive Educational Incentive Pay, the Department's Human Resources Staff must first evaluate and approve the courses, certifications, degrees, and other educational units that form the basis for the Educational Incentive Pay. The courses, certifications, degrees, and other educational units must be related to the employee's position or duties.

*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 sixty dollars (\$260) per month rate for the Deputy Chiefs and two hundred dollars (\$200) per month rate for the Business Manager shall be any of the following:

- Bachelor's degree
- or
- One hundred twenty (120) college level units

### Hazardous Materials Chief Officer Educational Incentive Pay

Effective January 13, 2019 (the date the Department began operations) qualifying employees were compensated for education, training, and expertise in preventing, responding to, and overseeing emergencies involving hazardous materials, which the Department previously referred to as “Haz-Mat” pay. The training and expertise for those duties is classified as Educational Incentive Pay.

#### *Duties & Eligibility*

The Department is the designated provider of hazardous material (haz-mat) emergency response and preparedness services across all of San Mateo County. San Mateo County requires the Department to designate a “Chief Haz-Mat Officer” who oversees the Department’s haz-mat response operations in resulting from accidents, natural disasters, acts of terrorism, or other catastrophic events. The Chief Haz-Mat Officer responds to and provides incident management at a scene, develops emergency management drills and training, and assists with implementing emergency preparedness and planning policies, among other duties.

The Chief Haz-Mat Officer’s duties require specialized education and training. The Chief Haz-Mat officer must possess the appropriate training and skills related to hazardous material response operations, and shall achieve certification in educational courses on those topics.

The Chief Haz-Mat Officer will have the ability to work within parameters set forth by the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

As a pre-requisite for an employee to receive Hazardous Materials Chief Officer Educational Incentive Pay, the Fire Chief or their designee must first evaluate and approve the courses, certifications, degrees, and other educational units that form the basis for the incentive pay. The courses, certifications, degrees, and other educational units must be related to the employee’s position or duties as Hazardous Materials Chief Officer.

Examples of educational certifications may include, but are not limited to, the following. The Fire Chief may accept alternative/equivalent certifications.

- Hazardous Materials – Technician/Specialist
- Hazardous Materials – Weapons of Mass Destruction
- Safety Officer Course – Haz-Mat
- S-215 – Fire Operations in Wildland/Urban Interface
- S-219 Firing Operations
- S-290 – Intermediate Wildland Fire Behavior
- S-330 – Task Force/Strike Team Leader
- S-404 - Safety Officer for Haz-Mat Response
- Fire Management 1 – Management/Supervision for Company Officers

- Fire Command 1A – Command Principals for the Company Officer
- Fire Command 1B – Incident Management for Company Officers
- Fire Command 2A – Command Tactics at Major Fires
- Fire Command 2B - Management of Major Hazardous Materials Incidents
- Fire Command 2C – High Rise Fire Fighting Tactics
- Fire Command 2D – Planning For Large Scale Disasters
- Fire Command 2E – Wildland Fire Fighting Tactics

The Chief Haz-Mat Officer shall receive educational incentive pay at the rate of 6% of base pay, paid biweekly.

#### Deployment Pay for Deputy Chiefs

At the discretion of the Fire Chief, a Deputy Chief may be deployed on Out of County Assignments as part of the California Master Mutual Aid Agreement. If deployed, a Deputy Chief would be paid “portal-to-portal” (beginning at time of initial dispatch from home base to time of return to home base). For those portal-to-portal hours, the Deputy Chief will be paid straight time for regularly scheduled work hours and 1.5 times their hourly rate for hours in addition to their regularly scheduled hours.

#### Management Incentive Pay (MIP)

In addition to their classification as safety employees, the Fire Chief and Deputy Chief positions are managerial positions that oversee the Department’s administration, operations, and personnel.

Due to the unique nature of these positions and the supervisory and administrative duties they involve, which are in addition to duties involving emergency response, the Department provides these positions a 6% MIP rate.

#### Cell Phone

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

If a Department cell phone is not provided, a monthly stipend of \$30 a month will be paid bi-weekly.

### **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.

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**

*Safety (Fire Chief and Deputy Fire Chiefs)*

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	Effective January 2026
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$1,044	\$1,107	\$1,173	\$1,243
Employee +1	\$2,087	\$2,212	\$2,345	\$2,486
Family	\$2,717	\$2,880	\$3,052	\$3,235

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 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 \$4,000 per month then the employee maximum contribution would be \$400 per month or 10% of the Kaiser premium.

*Miscellaneous (Business Manager)*

The Department shall contribute up to the amounts listed below (inclusive of the \$160 maximum Department contribution or CalPERS PEMHCA Minimum Employer Contribution, whichever is greater) towards group medical insurance or No Plan:



As of the first full pay period of each January during the term of this Agreement, the Department's contribution to the Plan will be adjusted to 100% of the Kaiser Region One health plan Single rate, 100% of the Kaiser Region One health plan Two-Party rate, and 100% of the Kaiser Region One health plan Family rate offered under the PEMHCA contract. The Department's contribution toward No Plan (to be deposited into employee's 457 Deferred Compensation Plan account) will be \$160 per month and will remain at that amount during the term of this Agreement. Minimum contribution to be set at \$160 per month or the CalPERS MEC (Minimum Employer Contribution), whichever is greater. (This establishes minimum retiree medical contribution at \$160 per month.) If an employee selects a plan, whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the monthly premium that exceeds the amounts listed above through payroll deduction.

#### *No Plan Eligibility*

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, or through a parent's insurance, the employee may waive the Department's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the Department's plan. The Department's No Plan contribution shall be made to the employee's deferred compensation account. Employees who opt out of health plan coverage through the Department must annually provide proof of insurance through a spouse, parent or state-registered domestic partner in order to be eligible for the "no plan" contribution amount above. Family members include state-registered domestic partners and their dependents as recognized by the State of California. The Department's contribution for part-time merit employees working less than forty hours per week shall be prorated. The Department's payment for No Plan will be similarly prorated for part-time merit employees working less than forty hours per week.

### **Section 8 – Dental/Vision Insurance**

#### **Dental Insurance**

##### *Safety (Fire Chief and Deputy Fire Chiefs)*

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.

##### *Miscellaneous (Business Manager)*

The Department will provide dental coverage for employees and eligible dependents.

#### **Vision Insurance**

The Department shall provide vision insurance for the eligible employees and eligible dependents.

### **Section 9 - Long Term Disability**

##### *Miscellaneous (Business Manager)*

The Department shall provide long-term disability insurance providing for a sixty (60) day elimination period, subject to prior exhaustion of accrued sick leave or other applicable benefits, and payment of a monthly benefit equivalent to sixty-six and two-thirds percent (66 2/3%) of full basic monthly salary up to a maximum salary allowed by the plan, less any deductible benefits.

**Section 10 - Life Insurance**

The Department shall provide life insurance and accidental death and dismemberment insurance without regard to membership in any health plan.

*Safety (Fire Chief and Deputy Fire Chiefs)*

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.

*Miscellaneous (Business Manager)*

The Department shall pay the full premium amount necessary to provide \$50,000 term life insurance policy plus the same amount of Accidental Death and Dismemberment (AD&D).

**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**

*Safety (Fire Chief and Deputy Fire Chiefs)*

Retirement Health Savings Account

Eligibility and Plan Design:

The Fire Chief and Deputy Fire Chiefs will be enrolled in the RHS Account.

<b>Contribution Months of Service</b>	<b>Department Contribution</b>	<b>Employee Contribution</b>
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.

**Separation Pay**

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.

### **Section 14 – Health and Wellness (Business Manager)**

Physical fitness classes may be provided through the City of Belmont, City of Foster City, or the City of San Mateo Parks and Recreation Departments to employees at no cost or reduced cost. The Department will provide interested employees with resources for the classes and registration.

## **ARTICLE II HOLIDAYS**

### **Section 1 - Official Department Holidays**

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.
- Juneteenth, June 19<sup>th</sup> (Business Manager only)
- 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 holiday leave shall be granted on a regularly scheduled time worked. 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 Special Command Pay rate for the hours worked.

**Floating Holiday**

*Miscellaneous (Business Manager)*

In addition to the above listed holidays, after completing one (1) years of continuous merit full time service, employees shall earn one (1) Floating Holiday (eight (8) hours) each calendar year. Floating holiday hours shall be included in the holiday hour accruals, shall be used in the same manner as vacation and shall be paid out on the last pay period of each calendar year.

**ARTICLE III VACATION AND OTHER LEAVES**

**Section 1 - Vacation Leave**

*Safety (Fire Chief and Deputy Fire Chiefs)*

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.

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. Lateral employees may be granted a prorated amount when necessary. Thereafter, for each additional biweekly pay period of service, the employee shall accrue vacation with pay as follows:

Minimum Continuous Service	Hours	Days	Bi-weekly Accrual	Maximum Accumulation
End of 1st 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
192-237 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.

No employee may use vacation in excess of hours accrued.

### Vacation Accumulation

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.

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.

#### *Miscellaneous (Business Manager)*

Vacation Accrual - Employees shall accrue vacation as follows:

Years of Service	Hours per Pay Period	Maximum Hours	Days per Year
0 through 3	3.39	176	11 working days
4th through 9th	4.93	256	16 working days
10th through 15	6.47	336	21 working days
16 through 25	7.08	368	23 working days
26+	7.70	400	25 days

Employees shall accrue vacation leave only as it is earned. Employees may use accrued vacation in no less than one half hour (1/2 hour) increments, subject to the Fire Chief or designee approval.

### Vacation Accumulation

Employees shall not accumulate more than the equivalent of two annual vacation accruals. An Employee who accumulates vacation in excess of two annual vacation accruals shall not accrue additional hours until the balance is below maximum amount pursuant to this section.

Vacation use may be deferred by the written approval of the Fire Chief or designee when in the best interests of Department and the Employee. Requests for deferring vacation use must be presented to the Fire Chief or designee 60 days before the maximum accrual is reached.

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

The Fire Chief or his/her designee may grant a new Management Employee a starting accrual rate of 16 days up to 4 years of service at which time normal accrual shall begin. This does not apply to promotional Employees.

## Vacation Sell Back

### *Safety (Fire Chief and Deputy Fire Chiefs)*

In addition to the Department's right to pay employees who reach their maximum accruals, employees shall have the option to make an irrevocable election to receive cash payment for up to eighty (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 employees 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.

### *Miscellaneous (Business Manager)*

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

## **Section 2 – Executive Leave and Sell Back**

### Executive Leave Accumulation

Employees shall be credited with executive leave on a pay period basis (the accrual rate shall be 3.7 hours per pay period). An employee shall not accumulate more than 80 hours of executive leave. Executive leave shall be taken at the discretion of the employee contingent upon approval by the Fire Chief or his/her designee.

### Executive Leave Sell Back

#### *Safety (Fire Chief and Deputy Fire Chiefs)*

Employees may make an irrevocable election to receive cash payment for up to eighty (80) hours of accrued executive leave. Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than eighty (80) hours of executive leave. An employee must have the designated number of accumulated executive leave hours available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated executive leave during June of each year and the employee may receive a cash payment for up to 40 hours of accumulated executive leave vacation during November of each year for a maximum of 80 hours.

#### *Miscellaneous (Business Manager)*

Employees may cash out up to a maximum of forty (40) hours of accrued, but unused executive leave per calendar year. In order for an employee to receive pay in lieu of time

off an employee must submit their request for pay by December 31, of the year prior to the year in which the compensation will be received. Employees can receive compensation for up to twenty (20) hours of Executive leave in first full pay period in June and up to twenty (20) hours of Executive leave in first full pay period in November.

### **Section 3 – Sick Leave and Bereavement Leave**

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.

#### *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.

#### *Protected Sick Leave and Bereavement Leave*

In accordance with California Family Right Act (CFRA), 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.

Family members under CFRA are defined as parent, spouse, registered domestic partner, child, or registered domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren. Additionally, an employee may use this leave to care for a "designated person" (employees will be required to designate this person at time of request for leave and employees will be limited to designating no more than one person per 12-month period.)

Not more than six (6) days or 48 hours for a 40-hour employee or four (4) shifts of such family sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist, at the discretion of the Fire Chief and or his/her designee, a reasonable extension of the six (6) days or 48 hours for a 40-hour employee. 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. 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.

#### **Section 4 – Recognition Leave**

##### **Performance Component**

###### *Miscellaneous (Business Manager)*

Employees are eligible to receive a maximum of five (5) days of paid leave per fiscal year in recognition of exemplary performance.

Leave may be granted in any increment between one (1) day and five (5) days to individuals or to work teams for such reasons as a single outstanding achievement, consistently above standard job performance, or other extraordinary efforts on behalf of the Department and approved by the Fire Chief.

This leave must be taken as paid time off in the fiscal year in which it is granted. This leave has no cash value and is not compensable upon termination of employment with the Department.

#### **Section 5 - Discipline**

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

#### **Section 6 - Grievances**

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