

COMPENSATION AND BENEFITS PLAN FOR MANAGEMENT EMPLOYEES

Effective July 1, 2020

AND

Expires June 30, 2023

Revised and Adopted by Fire Board on October 14, 2020

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**COMPENSATION AND BENEFITS PLAN FOR
MANAGEMENT EMPLOYEES**
July 1, 2020 through June 20, 2023

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

ARTICLE I. WAGES AND BENEFITS

Section 1.01 - Wages

There are no salary increases scheduled in 2020 or 2021.

Effective July 10, 2022, wages for all classifications covered by this Plan shall be increased by 0-3.0%. The amount of the increase will be determined by the Fire Board no later than June 17, 2022 and will be based on the Department's ability to pay.

Section 1.02 - Step Increases

Employees should have the opportunity to move through their salary ranges based on acceptable performance and length of service. Toward this end, employees who maintain acceptable performance levels shall be eligible for step increases as follows:

Upon the satisfactory completion of the required probationary period, a merit increase to the next higher step in the salary range shall be granted to eligible employees. Each twelve (12) months thereafter upon the anniversary of such first merit increase, and until the maximum pay range established for their job class has been reached, each employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step. Provided, however, that the employee shall not receive annual merit increases beyond the maximum step of the salary range for the established job class.

Section 1.03 - Retirement

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 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

Miscellaneous Management Employees PERS contributions 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 1.04 - Probationary Period

The initial probationary period for new employees shall be for a period of not less than twelve (12) months of actual service, unless an employee has already served a twelve (12) month probationary period in another class in this employee unit. In such case, the probationary period shall be for a period of not less than six (6) months of actual service.

Section 1.05 - Flexible Benefits Plan

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:

	Effective January 2020	Effective January 2021	Effective January 2022 and until first full pay period July 2022
No Plan	\$380	\$380	\$380
Employee Only	\$860	\$929	\$985
Employee +1	\$1720	\$1,858	\$1,969
Family	\$2240	\$2,418	\$2,563

As of the first full pay period in July 2022 and each subsequent January during the term of this Plan, the Department's contribution to the Plan will be adjusted to 100% of the Kaiser Region One health plan Single rate, 90% of the Kaiser Region One health plan Two-Party rate, and 90% of the Kaiser Region One health plan Family rate offered under the PEMHCA contract. As of the first full pay period in July 2022, the Department's contribution toward No Plan (to be deposited into employee's 457 Deferred Compensation Plan account) will be adjusted to \$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 PEHMCA Minimum Employer Contribution, whichever is greater. (This establishes the minimum retiree medical contribution at \$160 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 pay roll 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. The No Plan contribution will be \$380 per month until the first full pay period of July 2022. As of first full pay period of July 2022, and throughout the term of this Plan, the No Plan contribution will be \$160 per month.

The Department's contribution for part-time merit employees working less than forty hours per week shall be prorated. The Department's contribution for No Plan will be similarly prorated for part-time merit employees working less than forty hours per week.

The Department shall assume the third-party administration costs for participation in the health and/or dependent reimbursement plans. A plan participant is defined as any employee for whom the third-party administrator charges a fee.

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.

Section 1.06 - Dental Insurance

The Department will provide employees in the bargaining unit dental coverage for themselves and eligible dependents.

Section 1.07 - Vision Insurance

The Department will provide employees in the bargaining unit a Vision Care Plan for themselves and eligible dependents.

Section 1.08 - Long Term Disability

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 $\frac{2}{3}$ %) of full basic monthly salary up to maximum salary allowed by the plan, less any deductible benefits.

Section 1.09 - Life Insurance

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) insurance for each employee.

Section 1.10 - State Disability Insurance

Within ninety (90) days of the effective date of this Plan, the Department will enroll this group in the State Disability Insurance program (SDI). The cost to participate will be paid by the employees. Any benefits received under this program will be automatically integrated with any available sick leave. Once sick leave is exhausted, employees may integrate the SDI benefits with unused vacation leave, holiday leave or executive leave. Integrated payments shall not exceed the employee's base rate of pay.

Section 1.11 - Deferred Compensation Plan

Employees shall be eligible to participate in the Department voluntary deferred compensation program in accordance with Internal Revenue Code Section 457 (457 Plan). Information about the 457 Plan options is available on the Department's Shared Drive or SharePoint. The plan year for employee contributions to the 457 Plan is the calendar year, January 1 to December 31. The maximum voluntary contribution to any employee's account shall be that amount established by law.

Section 1.12 - Temporary Upgrade Pay

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 1.13 - Employee Assistance Program (EAP)

The Department will provide employees with an Employee Assistance Program (EAP) at no cost to the employee.

Section 1.14 - Professional Development

Within ninety (90) days of adoption of this Plan, the Department will finalize a Tuition Reimbursement Policy to assist employees in attending accredited college courses, formally approved short courses or training, or courses to obtain certificates and/or licenses, which relate to their current duties or otherwise increase their potential for advancement in the Department. Employees will be eligible for up to \$1,000 per fiscal year.

ARTICLE II. HOLIDAYS

Section 2.01 - Department Holidays

The following holidays are observed by the Department:

New Year's Day, January 1
Martin Luther King, Jr. Day, January 15 or its legal substitute (third Monday in January)
President's Day, February 22 or its legal substitute (third Monday in February)
Memorial Day, May 31 or its legal substitute (last Monday in May)
Independence Day, July 4
Labor Day, first Monday in September
Veteran's Day, November 11
Thanksgiving Day, fourth Thursday in November
Day after Thanksgiving, fourth Friday in November
Christmas Eve, December 24
Christmas Day, December 25
New Years' Eve, December 31

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. With regard to the holidays on Christmas Eve (December 24) and New Years' Eve (December 31), should either date fall on a Saturday or Sunday, the preceding Friday shall be observed. In the case where Christmas Day and/or New Years' Day are observed on Friday, the corresponding Eve holiday shall be observed on Thursday.

If a holiday falls on an employee's regularly scheduled day off, holiday time of eight (8) hours shall be granted, regardless of the employee's regularly scheduled hours for that day. Depending on their work schedule, employee may need to utilize hours of discretionary leave to make up the difference between eight (8) hours and their regularly scheduled hours for that day.

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

In addition to the above listed holidays, after completing one (1) year of continuous merit full time service, employees shall earn one (1) Floating Holiday each year to be used at any time convenient to the Department and the employee. Once employee has designated the date, they choose to use this floating holiday, employee will notify the HR and Payroll staff by email. Floating Holidays will only be usable as time off and may not be paid out upon separation from the Department. Floating Holidays must be used within one year of being earned.

ARTICLE III. VACATION AND OTHER LEAVES

Section 3.01 - Vacation Accrual & Use

Employees eligible for vacation shall accrue vacation leave in accordance with the following schedule.

Vacation Accrual

Years of Service	Hours per Pay Period	Maximum Hours	Days per Year
0 months through 3	3.39	176	11 working days
4 through 9th	4.93	256	16 working days
10 through 15th	6.46	336	21 working days
16 through 25th	7.08	368	23 working days
26 +	7.69	400	25 days

Employees shall accrue vacation leave only as it is earned.

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

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 the maximum amount pursuant to this section.

Employees may cash out up to a maximum of eighty (80) hours of accrued vacation leave per calendar year. Employees may designate to cash out up to forty (40) hours in first full pay period in June and up to forty (40) hours in first full pay period in November. Vacation cash out requests must be submitted prior to December 31 in the year prior to the calendar year in which the vacation cash out is received. An employee is eligible for this cash out option only if he/she has used at least forty eight (48) hours of vacation leave in the twelve (12) month period immediately preceding the cash out request, retains a minimum accrued vacation leave balance of eighty (80) hours after the requested cash out. Payroll records will be used to determine whether an Employee has taken the required forty-eight (48) hours of vacation leave.

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.

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

Employees may use accrued vacation in one (1) hour increments, subject to Fire Chief or designee approval.

Section 3.02 - Executive Leave

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 eighty (80) hours of Executive Leave.

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.

Executive leave shall be taken at the discretion of the Employee contingent upon approval by the Fire Chief or designee.

Section 3.03 - Recognition Leaves

Performance Component

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

Leave may be granted in any increment between one (1) day and five (5) days to individuals or to work teams for such reasons as a single outstanding achievement,

consistently above standard job performance, or other extraordinary efforts on behalf of the Department 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 3.04 - Funeral/Bereavement Leave

Regular and probationary employees shall be entitled to up to three (3) working days of funeral/bereavement leave for each occurrence of death of an immediate family member. Requests for funeral/bereavement leave of up to three (3) working days and for any additional time beyond the standard leave of three (3) working days must be approved by the Fire Chief or designee. Immediate family shall mean spouse (including state-registered domestic partners), children of either spouse, either parent, brother or sister, Employee's grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law or sister-in-law. Other relatives and significant persons may be included with the approval of the Fire Chief or designee. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.

Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

Section 3.05 - Sick Leave Accrual & Use

Management employees shall accrue sick leave at a rate of 3.7 hours per pay period for each pay period that the employee is in paid status. There shall be no maximum accumulation of sick leave.

Employees may utilize unused sick leave to care for members of the immediate family and/or household members who have suffered an illness or injury in accordance with State law.

Family sick leave may be taken and if taken, shall be charged to sick leave or, with the concurrence of the Fire Chief or designee, to vacation or executive leave where the presence of the employee elsewhere is essential because of illness, or disability of immediate members of his/her family. Immediate family member means parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. No more than half of the employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, executive leave, etc.).

Employees may be entitled to request additional leave pursuant to Federal and State Family Leave laws.

The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each employee will be periodically reviewed by the Fire Chief or designee. Department standards will be communicated and applied to evaluate the individual use of this benefit. An improvement plan may be developed and implemented by the Fire Chief or designee, considering factors such as Employee circumstances, the operational impact of unscheduled absences, the obligation to provide consistency within the department, and the responsibility of managers to set a good example for other employees of the Department.

Employees covered by this Plan are eligible to participate in a catastrophic leave donation program in accordance with the Department's Catastrophic Leave Donation program in Appendix B.

Section 3.06 - Industrial Disability Leave

The Department will provide full pay for the initial sixty (60) workdays to employees who suffer industrial disabilities and are on authorized disability leave. During this period, the employee will accrue benefits and the Department will continue to contribute to benefits as usual. The employee shall pay their usual portion of the benefits. Workers' Compensation benefits will be integrated, and checks endorsed to the Department by the Employee. No use of sick leave will be required during the first sixty (60) workdays months.

After the first sixty (60) work days of Industrial Disability Leave, until the employee is determined to be able to return to work or permanent and stationary and unable to return to work, the employee may integrate Workers' Compensation benefits with unused sick leave to assure no loss of compensation. The continuing eligibility for employee benefits will be determined in accordance with insurance contracts, State and Federal law, and Department policy after the first sixty (60) workdays.

Section 3.07 - Educational Release Time

Employees shall be permitted to take job-related educational classes during on-duty hours within reasonable limits with approval of the Fire Chief or designee.

Section 3.08 - Personal Leave of Absence

Regardless of the combination of paid and unpaid leave used, a leave of absence shall not exceed twelve (12) months in duration.

Leaves of absence may be granted in cases of illness; in cases of personal emergencies, including childbirth; for education and training; or when such absences would not be contrary to the best interests of the Department. Any request for leave of absence shall be made in writing and approved by the Fire Chief.

State Disability Insurance Leave of Absence

For approved leaves of absence covered by the State Disability Insurance (SDI) Program, employees shall integrate their accrued sick leave with SDI. Upon exhaustion of accrued sick leave, employees may elect to use accrued executive leave, holiday leave, and vacation leave or retain said accrued leave time for use upon return to employment.

Non-State Disability Insurance Leave of Absence

For all other approved leaves of absence, employees may elect to use accrued sick leave (provided eligible for sick leave), executive leave, holiday leave, and vacation leave, or retain their accrued leave time for use upon return to employment.

Employees who do not return to their employment on or before the date of expiration of their leave shall be deemed separated from the Department as of such date of expiration, subject to due process.

Section 3.09 - Jury Duty

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay, provided, however, the employee must remit to the Department all fees received except those specifically allowed for mileage and expenses.

Section 3.10 - Military Leave

Military leave shall be granted in accordance with the provisions of state and federal law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

Section 3.11 – Catastrophic Leave

Catastrophic leave program is in Appendix B.

APPENDIX A

Classifications covered by this Plan:

**Business Manager
Emergency Services Manager
EMS Clinical Education Specialist
Fleet & Facilities Manager
Management Analyst I/II**

APPENDIX B

Catastrophic Leave Donation

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 (may also be sustained by a family member including a spouse, child or parent);
- 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) donated leave shall be converted in the following manner: the donating employee's hours shall be converted to a dollar amount using base salary, then re-converted to the receiving employees' hours using base salary;
- d) 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;
- e) 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.