



Agenda

San Mateo Consolidated Fire Department
Board of Directors Regular Meeting
Thursday, November 1, 2018 – 5:30 P.M.
San Mateo City Hall, Room C, 330 W. 20th Ave., San Mateo

Teleconference Location: 400 County Center, 3rd Floor Lobby, Redwood City, 94065

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 completing a speaker's slip and presenting it to the Board Clerk 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 complete a "Speaker's Card" and give it to the Secretary of the Fire Board. If you are addressing the Board of Directors on a non-agenda item, the Board of Directors may briefly respond to statements made or questions posed as allowed by the Brown Act (GC 54954.2). The Board of Directors may refer items to staff for attention, or have a matter placed on a future Board of Directors Meeting, for more comprehensive action or report.

4. CONSENT

- 4.1. [Fire Board Meeting Minutes Approval from October 10, 2018.](#)
- 4.2. [Resolution approving an agreement with the City of San Mateo for Finance, Human Resources and Information Technology \(IT\) services.](#)
- 4.3. [Resolution authorizing the investment of funds in the Local Agency Investment Fund \(LAIF\).](#)
- 4.4. [Resolution approving an agreement with American Alternative Insurance Corporation via VFIS for Liability Insurance coverage.](#)
- 4.5. [Approving a Lease Agreement template with the City of San Mateo, Foster City/Estero Municipal Improvement District and Belmont Fire Protection District.](#)
- 4.6. [Resolution approving Compensation and Benefit Plans for: Unrepresented Employees; Firefighters and Fire Captains; General Employees; Part-time Employees; Management Employees and Deputy Fire Chiefs & Battalion Chiefs, including salary schedules.](#)
- 4.7. [Resolution adopting the Employer-Employee Relations Resolution.](#)

4.8. [Resolution approving Departmental Personnel Rules & Regulations.](#)

4.9. [Accept Report on Asset Transfer Plan.](#)

5. OLD BUSINESS

5.1. [Adopt a Resolution approving a contract with the California Public Employee Retirement System \(CalPERS\) for Pension Benefits.](#)

5.2. [Work Plan Update](#)

- a. Workers Compensation Insurance
- b. CalPERS Health Benefits Update

ACTION: Receive an update on San Mateo Consolidated (SMC) Fire's Worker's Compensation Insurance and CalPERS Health Benefits plan.

6. NEW BUSINESS

6.1. [Adoption of 2016 California Fire Code with Local Amendments](#)

ACTION: Introduce an Ordinance adopting by reference to title only the 2016 California Fire Code with Local Amendments, adopt a Resolution containing findings of the Fire Code, and open a public hearing.

6.2. [Adoption of San Mateo Consolidated Fire Schedule of Fees Ordinance](#)

ACTION: Introduce an Ordinance adopting the SMC Fire Fees Schedule and open a public hearing.

6.3. [Adoption of San Mateo Consolidated Fire Department Fire Action Consensus Team \(FACT\) Charter](#)

ACTION: Adopt a resolution approving the San Mateo Consolidated Fire Department FACT Charter.

6.4. [Approval of JPA Budget and Commencement of Department Operations](#)

ACTION: Adopt a resolution authorizing the San Mateo Consolidated Fire Department's budget for the period of January 13, 2019-June 30, 2019 and setting a commencement date of department operations of Sunday, January 13, 2019.

7. REPORTS AND ANNOUNCEMENTS

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

8. ADJOURNMENT

I, Matt Lucett, 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 (650) 593-3117 x221 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 interim website at <https://www.cityofsanmateo.org/3930/Fire-Board>.



Meeting Minutes

**San Mateo Consolidated Fire Department
Board of Directors Regular Meeting
Monday, October 10, 2018 – 5:15 P.M.
Fire Station 23, 31, 27th Avenue, San Mateo**

OPENING

The meeting was called to order at 5:20pm.

CONSENT CALENDAR

Fire Board Meeting Minutes Approval

Director Goethals requested approval of the minutes for the July 16, 2018 Regular Meeting and the September 12, 2018 Special Meeting. Board Member Bronitsky moved to approve, Board Member Lieberman seconded and the minutes were approved as written.

PUBLIC COMMENT

Director Goethals reviewed the Public Comment process and there were no requests for public comment.

OLD BUSINESS

Work Plan Update

Preliminary Budget:

Chief Healy provided an update that staff has been working on a preliminary budget and we have a transition team in place. The anticipated start date for commencement of operations is January 13, 2019. Staff's built a 5 ½ month preliminary budget to get us to July 1, 2019. Update included personnel costs, operating expenses, capital outlay, contract costs and station maintenance costs, with the most significant start-up costs anticipated being for IT services. The Fire Prevention Bureau will have a separate budget as it is a full cost recovery model. Board member Bronitsky asked about personnel costs and when we will have "unified contracts". Full labor contracts will be blended within 18 months, July 2020. Upon implementation of the JPA, all employees will be under one pay scale.

Lease Agreements:

Chief Healy updated the Board that we need to have lease agreements finalized in order for the JPA to commence operations. The JPA's legal counsel has developed a "template" which will be shared with the three City Attorneys for their review. The template covers all the necessary terms and what the member agencies vs. the JPA are responsible for and this will be brought back to the board in November for approval.

Workers Compensation & Liability Insurance:

Chief Healy and Brian Kelly provided update that we've received proposals from three carriers. Our legal counsel will review these to ensure all standard coverages are addressed for all three agencies and to identify the differences between the proposals. Board Member Bronitsky asked that our JPA legal counsel consider whether each city needs to be additionally named insured to cover against any potential future litigation. The JPA will be insuring everything that exists inside the fire stations and equipment, and the buildings themselves will still remain with each member agency.

With respect to Workers Compensation, staff has gathered the necessary data and we're having companies work up final quotes and asking that they have everything back to us by 10/25. We will likely not have a vendor selected by the November 1st meeting but will have a cost range by that date with final approval going to the Board at the November 29th meeting.

NEW BUSINESS

CalPERS Resolution of Intention to Approve Contract for Pension Benefits

Ann Ritzma introduced the draft contract, which is the first contract being issued to a JPA since 2012, and one that brings over current benefits to a new plan. Tonight's process includes adopting a notice of intent, giving the public and staff twenty (20) days or more to look at the provision of the draft contract, to understand the initial impact associated with the rates of the new contract and for staff to move forward with having prospective employees, by secret balloting, agree to moving the provisions of the current contracts their under over and to make election to participate in the 1959 Survivors Benefit. The Board needs to review the contract and bring forth any concerns.

Additionally, today CalPERS provided their final proposed rates, which were provided to the Board for review. These are the "blended rates" that will apply moving forward. Rates are lower because this is a new contract and the unfunded liabilities of previous years are not carrying over. Each city will carry their unfunded liabilities from previous years of service.

Board Member Bronitsky asked and staff confirmed that at some point the JPA will start accruing unfunded liabilities. Board Member Bronitsky suggested having agendized discussions at some point on the policy of dealing with future unfunded liabilities and how we want to address the issue. Board Member Lieberman suggested that the discussions include whether there are any issues with choices to make on how fast we pay down the unfunded liabilities and if the member agencies want to take different policy approaches, is that possible and how will we separate that out. Board Member Lieberman asked and staff confirmed that no preliminary city staff or legal review of the information we received from CalPERS today has occurred as of yet, and staff clarified that we are required by law to give at least 20 days for review of the contract, and should our staff or legal team need additional time for review, this would delay the commencement of JPA operations.

Staff further clarified that with respect to the issue of unfunded liabilities, the JPA will start off without any, and since there's a lot to be done with commencing operations, it was suggested to defer these discussions until Spring, 2019. A motion was made to 1) adopt the resolution of intention to approve the contract, 2) to approve the certification of compliance, and 3) to direct staff to complete employee balloting, employee survivor benefit selection and noticing of a board meeting at least 20 days from now. Board Director Goethals moved, Board Member Bronitsky seconded and the motion was approved.

Scheduling of Regular Fire Board Meeting

Chief Healy discussed the need to review the current schedule of the Regular Fire Board meetings and to revise the schedule based on future actions that will need to be taken. Following discussion, Board Director Goethals made a motion to approve the proposed meeting schedule for the remainder of 2018 and 2019, Board Member Bronitsky seconded and the following meeting schedule was approved; **2018-** 11/1 & 11/29, **2019-** 1/9, 4/10, 5/8, 7/10 & 10/9.

REPORTS & ANNOUNCEMENTS

Board Member Lieberman requested that going forward we make sure that the Board Meeting packets go to our legal team and City Managers first for their review and he requested that he receive a hard copy of the packet sent to his home.

The meeting was adjourned at 5:48pm.

CLOSED SESSION

The Board convened to Closed Session.

RETURN TO OPEN SESSION

The Fire Board was called back to order at 6:34pm and reported that they conferenced with labor negotiators. They adjourned at 6:35pm.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

**Subject: Agreement for Finance, Human Resources and Information Technology Consulting Services
with the City of San Mateo**

RECOMMENDATION

Adopt a resolution authorizing an agreement with the City of San Mateo for Finance, Human Resources and Information Technology consulting services.

EXECUTIVE SUMMARY

As part of the formation of the San Mateo Consolidated Fire Department (SMC Fire) it was required that the new agency provide independent support services for the proper operation of the Fire Department. All necessary agreements and contracts that are required to support the Fire department must be adopted by the SMC Fire Board. We are presenting the contract for Financial, Human Resources (HR), and IT digital mapping related services to the Fire Board.

The City of San Mateo Finance and HR Department's presented SMC Fire with a proposal to provide a full scope of services in those two areas, and the Information Technology (IT) Department has offered to provide limited services on an Ad Hoc basis.

Proposed Finance services will include; General Ledger, accounts payable and receivable, purchasing; payroll, cashiering, business licensing – which includes monitoring and collecting information on new business that will require fire inspections and billing for fees, banking & treasury and budgeting.

Proposed Human Resources services will include: Recruitment, classification and compensation, benefits, leave of absence, workers compensation, Americans with Disabilities(ADA), employee transactions, employee relations, training, compliance and contract management.

The City of San Mateo Information Technology Service Department will provide the following services, as needed and requested by the administration of SMC Fire; maintenance and production of Fire Response/Runbook mapping system, Ad Hoc GIS spatial analysis of emergency call response time, apparatus response routing, insurance Risk Analysis, deployment and training for GIS software and Ad Hoc requests for GIS data layers.

BACKGROUND

SMC Fire was created by the action of the Joint Powers Authority (JPA), which was formed by Foster City/Estero Municipal Improvement District, the City of Belmont/Belmont Fire Protection District and the City of San Mateo. SMC Fire is required to provide all services needed to support the operations of the Fire department. SMC Fire will provide integrated and comprehensive emergency response services to all three communities. The department will be responsible to provide Emergency Medical Services, and will respond to a wide variety of fires, rescues and Hazardous Materials incidents. The Department will provide coordinated emergency preparedness and CERT programs, and will provide a comprehensive Fire Prevention program including conducting annual Fire Safety inspections, new development code compliance and Fire Investigations.

FISCAL IMPACT

The City of San Mateo will provide the full scope of Finance and Human resources services for \$345,000 in fiscal year 2018-2019, and \$690,000 in Fiscal year 2019-2020. SMC Fire will pay \$85.00 per hour for services provided by the City of San Mateo Information Technology Division, on an as needed basis.

ATTACHMENTS

- A. Resolution
- B. Draft Agreement for Finance, Human Resources and Information Technology Consulting

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING AN AGREEMENT WITH THE CITY OF SAN MATEO FOR FINANCE, HUMAN RESOURCES & IT SERVICES

WHEREAS, in November, 2017, the San Mateo Consolidated Fire Department (SMC Fire) was created by the action of the Joint Powers Authority (JPA), which was formed by Foster City/Estero Municipal Improvement District, the City of Belmont/Belmont Fire Protection District and the City of San Mateo; and,

WHEREAS, as part of the formation of SMC Fire it is required that the new agency provide independent support services for the proper operation of the department; and,

WHEREAS, the City of San Mateo's Finance, Human Resources and Information Technology (IT) Departments presented a proposal for Finance, Human Resources and IT services for SMC Fire; and,

WHEREAS, the City of San Mateo will provide Finance and Human Resources services for \$345,000 in FY19 and \$690,000 in FY20; and,

WHEREAS, the City of San Mateo will provide Information Technology services at a rate of \$85/hr. on an as needed basis.

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

SECTION 1. The Fire Chief is authorized to execute an amendment with the City of San Mateo for Finance, Human Resources and Information Technology services.

* * *

ADOPTED November 1, 2018, by the Board of Directors of the San Mateo Consolidated Fire Department by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

General Counsel

**AGREEMENT WITH THE CITY OF SAN MATEO
FOR FINANCE, HUMAN RESOURCES, AND INFORMATION TECHNOLOGY SERVICES**

This Agreement, made and entered into this day of _____, by and between the **SAN MATEO CONSOLIDATED FIRE DEPARTMENT** ("SMCFD") a joint powers authority existing under the laws of the State of California ("SMCFD"), and the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), whose address is 330 W. 20th Avenue, San Mateo, California 94403.

RECITALS:

A. SMCFD desires certain Finance, Human Resources, and Information Technology services hereinafter described.

B. SMCFD desires to engage CITY to provide these services by reason of its qualifications and experience for performing such services and CITY has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CITY under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

SECTION 2 - DUTIES OF CITY

CITY shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CITY under this Agreement. CITY shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CITY represents that it is qualified to furnish the services described under this Agreement.

CITY shall be responsible for employing or engaging all persons necessary to perform these consultant services.

SECTION 3 - DUTIES OF SMCFD

SMCFD shall provide pertinent information regarding its requirements for Finance and Human Resources services from the CITY.

SMCFD shall examine documents submitted by CITY and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the CITY'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on January 1, 2019 and be completed on or about June 30, 2020.

SECTION 5 - PAYMENT

Payment shall be made by SMCFD only for services rendered and upon submission of a payment request upon completion and SMCFD approval of the work performed as set forth in Exhibit B.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as either party shall otherwise have by law, either party shall have the right to terminate this Agreement or suspend work for any reason, upon sixty (60) days' written notice to CITY. CITY agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon SMCFD'S payment of the amount required to be paid, documents become the property of SMCFD, and CITY shall transfer them to SMCFD upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CITY in the performance of this Agreement, although instruments of professional service, are and shall be the property of SMCFD, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CITY in connection with the performance of this Agreement are confidential until released by SMCFD to the public or as required by law. CITY shall not make any such documents or information available to any individual or organization not employed by CITY or SMCFD without the written consent of SMCFD before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CITY covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - INDEMNITY

SMCFD agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CITY'S performance of this Agreement, except those claims arising out of CITY's sole negligence or willful misconduct. SMCFD agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims.

To the fullest extent allowed by law, CITY hereby agrees to defend, indemnify, and save harmless the SMCFD, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, the SMCFD, its boards, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CITY, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CITY to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CITY to indemnify the SMCFD, its boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CITY's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

SECTION 11 - NON-ASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CITY and cannot be transferred, assigned, or subcontracted by CITY without the prior written consent of SMCFD.

SECTION 12 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CITY is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that SMCFD relies upon the skill of CITY to do and perform the work with the care and skill ordinarily used by professionals practicing under similar conditions and consistent with generally accepted practices of such professions, and CITY agrees to thus perform the work. The acceptance of CITY'S work by SMCFD does not operate as a release of CITY from said obligation.

SECTION 13 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 14 - SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 15 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 16 - NON-DISCRIMINATION

CITY warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither SMCDFD nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 17 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 18 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To SMCFD: Fire Chief John Healy
San Mateo Consolidated Fire Department
1040 East Hillsdale Blvd
Foster City CA 94404

To CONSULTANT: Casey Echarte, Human Resources Director
City of San Mateo Human Resources Department
330 West 20th Ave
San Mateo CA 94403

SECTION 19 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between SMCFD and CITY and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both SMCFD and CITY.

SECTION 20 - AUTHORITY TO ENTER INTO AGREEMENT

SMCFD has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 21 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, SAN MATEO CONSOLIDATED FIRE DEPARTMENT and CITY OF SAN MATEO have executed this Agreement the day and year first above written.

SAN MATEO CONSOLIDATED FIRE DEPT

CITY OF SAN MATEO

Joe Goethals, Chair
Board of Directors

Rick Bonilla, Mayor

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Payment Schedules

EXHIBIT A

SCOPE OF SERVICES

FINANCE

- **General Ledger**
 - Month-end closing and reconciliations
 - Record and monitor fixed assets
 - Review and analyze revenue/expenditure accounts prior to year-end closing
 - Interface with independent auditors – prepare CAFR, State Controller’s reporting and other required reporting
- **Accounts Payable**
 - Regular vendor processing of vendor checks
 - Vendor master file maintenance
 - Annual 1099 issuance
- **Purchasing**
 - Requisitioning/purchase order issuance
 - Change orders
 - Contracts/RFP
 - Credit Card issuance/monitoring
 - Office Depot account setup (if necessary)
- **Payroll**
 - Bi-weekly payroll processing – issue checks/direct deposits
 - CalPERS reporting
 - Bi-weekly accounts payable associated with benefits and deductions
 - Maintain and report benefit plans to contracted benefit providers, including but not limited to 457, RHS, 401(a), union dues.
 - Quarterly federal/state tax filing
 - State Controller’s reporting
 - Public records requests as related to earnings
 - Employee change requests and records maintenance
 - EDEN time keeping and shift/FLSA maintenance
 - Annual W-2 issuance
- **Accounts Receivable**
 - Issue/monitor billings for inspection and other fire services
 - Monitor and manage collection of unpaid bills
 - Process payments received
- **Cashiering**
 - Maintain deposits for all over the counter payments
 - Manage uncollected fees (Non-Sufficient Funds)
- **Business Licensing**
 - Collect/monitor incoming businesses for fire inspection fees

- **Treasury/Banking**
 - Maintain liquidity and general cash management needs
 - Invest/monitor any available funds as necessary
 - Maintain bank account functionality

- **Budget**
 - Personnel costing (interpretation of MOUs, PERS calculations, assumptions)
 - Internal service collections and financial plans
 - Building maintenance allocations
 - Indirect cost allocations
 - Replacement funding and financial plan
 - Fire Prevention Special Revenue Fund financial plan
 - Budget monitoring and appropriation support
 - Budget development planning; coordination of budget training, budget entries, performance metrics, additional service level impacts and inclusion into the budget; budget document presentation

HUMAN RESOURCES

- **Recruitment**
 - Oversee recruitments (e.g., sourcing, posting, advertising, receiving applications, coordinating the testing process in accordance with the SMCFD Personnel Rules & Regulations)
 - Coordinate hiring (e.g., receive conviction history; review convictions information with the Fire Chief for a determination; assist the SMCFD with scheduling medical exams; preparing offer letters; completing new hire paperwork)

- **Classification & Compensation**
 - Create new classifications and recommend compensation
 - Update job specifications
 - Conduct compensation surveys

- **Benefits**
 - Oversee SMCFD employee enrollment in benefits plans, and process employee changes
 - Educate new and ongoing SMCFD employees about their benefits and answer questions
 - Reconcile vendor bills for SMCFD payment
 - Compile and send census reports to vendors
 - Confirm SMCFD employee eligibility to providers as needed
 - Implement changes to benefit plans as negotiated by the SMCFD
 - Handle Affordable Care Act compliance and annual reports
 - Administer COBRA claims

- **Leave of Absence**
 - Educate SMCFD employees about the process and answer questions
 - Ensure medical certifications are received and acted upon
 - Ensure FMLA paperwork is processed timely
 - Track Leaves of Absence for status updates

- **Workers' Compensation**
 - Assist SMCFD employees / retirees with obtaining resources and resolving problems
 - Communicate with SMCFD administration regarding the status of work restrictions
 - Liaison with Third Party Administrator
 - Review vendor bills for SMCFD payment

- **Americans with Disabilities (ADA) Act**
 - Oversee the medical certification process for potentially eligible SMCFD employees
 - Determine eligibility for coverage under the ADA
 - Conduct the interactive process between SMCFD and an eligible employee to determine if reasonable accommodations are possible
 - Document the decision and communicate the outcome to appropriate parties

- **Employee Transactions**
 - Process Human Resources Information Systems transactions (e.g., new hires, promotions, MOU salary increases, salary step increases, temporary upgrade pay, differentials, separations)

- **Employee Relations**
 - Provide guidance to SMCFD administration regarding:
 - performance management
 - corrective / disciplinary action
 - workforce planning / employee engagement

- **Training**
 - Monitor SMCFD employee compliance with required training (e.g. AB1825 Harassment, Blood-Borne Pathogens, work-specific courses)
 - Inform SMCFD administration of training opportunities available to employees for a fee from the cities served by the SMCFD (e.g., Interest-Based Negotiations)

- **Compliance**
 - Ensure required employment posters are displayed in every SMCFD location, and are updated as required
 - Review all HR-related SMCFD Policies on an annual basis and recommend revisions
 - Consult with the SMCFD contracted attorney as needed on HR-related issues

- **Contract Management**
 - Conduct Requests for Proposals in accordance with SMCFD policy for vendors that support the above human resources-related functions
 - Confirm that the chosen vendors are meeting their performance measures
 - Communicate to the SMCFD administration if vendors are not adequately performing

INFORMATION TECHNOLOGY DIGITAL MAPPING SERVICES

- **Maintenance and production of**
 - Fire Runbook map pages

- Fire Station wall maps
- Target hazard – site pre plans
- First-in station response maps
- CERT district maps and annual response exercise
- Fire fighter street names test maps

- **Ad hoc GIS spatial analysis**
 - e.g. Fire station response times 3/5 minute response
 - e.g. engine response routing
 - Insurance RISK analysis

- **Deployment and training as requested for GIS desktop software**

- **Ad hoc requests for downloads of specified GIS data layers**

- **GIS services, including onsite services and printed mapping products to incident managers and to the EOC upon request.**

EXHIBIT B

PAYMENT SCHEDULES

In consideration for the full performance of the Finance and Human Resources services set forth in Exhibit A, SMCFD agrees to pay CITY a fee in an amount of \$345,000 in 2018-19 and \$690,000 in 2019-20. The City will invoice SMCFD on a quarterly basis for 25 percent of the annual fee amount on or about July 1, October 1, January 1, and April 1 in each fiscal year. Payment will be due within 30 days of the invoice date.

SMCFD agrees to pay CITY for Information Technology services on an hourly basis billed at a rate of \$85 per hour, in ½ hour increments.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)
Ann Ritzma, Human Resources Director, Foster City

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Enrollment in Local Agency Investment Fund (LAIF)

RECOMMENDATION

Adopt a resolution authorizing the San Mateo Consolidated (SMC) Fire Department to invest the department's idle funds in the Local Agency Investment Fund (LAIF) of the California State Treasurer's Office.

BACKGROUND

The Local Agency Investment Fund was established by the State of California in 1977 to enable California local government treasurers to place idle funds in a pool for investment. The investment pool is highly liquid, allowing local governments to deposit and withdraw funds on a daily basis, while earning competitive investment yield. The proposed resolution allows the City of San Mateo's Finance Department staff to deposit or withdraw SMC funds in LAIF accounts and to execute and deliver any documentation required by LAIF in the management of the account under the direction of the Fire Chief.

FISCAL IMPACT

There are no direct costs related to the adoption of this Resolution.

ATTACHMENTS

A. Resolution

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING THE INVESTMENT OF FUNDS IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under government Code Section 16429.1 et. Seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and,

WHEREAS, the San Mateo Consolidated Fire Board hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interest of the Agency.

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

SECTION 1. The Board of Directors hereby authorizes the deposit and withdrawal of Agency funds in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided therein.

SECTION 2. The City of San Mateo officers holding the titles specified below, or their successors in office, are each hereby authorized to order the deposit or withdrawal of funds in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

- a) Assistant City Manager/Finance Director/City Treasurer/Successor Agency Treasurer
- b) Treasury and Debt Manager

SECTION 3. This Resolution shall remain in full force and effect until rescinded by the Fire Board of Directors, by resolution and a copy of the resolution rescinding this Resolution is filed with the State Treasurer's Office.

* * *

ADOPTED November 1, 2018, by the Board of Directors of the San Mateo Consolidated Fire Department by the following vote:

Ayes:

Noes:

Absent:

Abstain:

I hereby certify this to be a full, true and correct copy of the document it purports to be as the same is on file in my office.

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

General Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo

Via: Jeff Moneda, City/District Manager Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Liability Insurance

RECOMMENDATION

Accept the recommendation of the Department General Counsel Willian Ross, to enter into a contract with VFIS, a Division of Glatfelter Insurance Group, for General Liability, Management Liability, Property, Crime, Auto, Portable Equipment and Excess Liability insurance.

The annual premium for this level of insurance for 2019 will be \$117,680 dollars.

EXECUTIVE SUMMARY

In accordance with Section 2.10 of the JPA agreement and prior to commencement of operations, SMC Fire must obtain liability insurance in amounts approved by the Fire Board.

At the November 29, 2017 meeting of the SMC Fire Board Fire Chief presented the Board with a work plan, that included procurement of liability insurance.

We were able to obtain proposals from three insurance firms for the provisions liability insurance for SMC Fire. After review of the proposals our General Counsel conducted a peer review to determine if all the proposals met the requirements of SMC Fire and he based his recommendation on all the information available to him, at that time.

Not included in any of the final proposals from the three insurance carriers, is coverage for the Fire Stations and other Fire facilities. Each of the member agencies will be retaining ownership of all fire facilities and they are responsible to provide insurance coverage as they deem appropriate.

VFIS, the carrier we have are recommending to the Board, is the only carrier to include insurance for terrorism event.

The funds for this expense have been included in the proposed Budget for SMC Fire.

BACKGROUND

The City of San Mateo, Estero Municipal Improvement District/City of Foster City and the Belmont Fire Protection District have been working to bring together fire services for the past 7 years with the goal of providing a high level of shared fire, rescue and emergency medical services to all three communities.

The three firms which offered proposal were: Allied World Assurance Corp, via Allied Public Risk; American Alternative Insurance Corp, via VFIS and Arch Insurance Company via McNeil and Company, Each of the carriers offered several different deductible options which affected the annual premiums.

The example below is two of the areas of insurance coverage proposed by VFIS.

GENERAL LIABILITY

This coverage contains the following four sections:

Coverage A. Bodily Injury and Property Damage.

Coverage B. Personal and Advertising Injury Liability.

Coverage C. Professional Health Care Liability.

Coverage D. Medical Expense

Coverages Limits

Each Occurrence or Medical Incident	\$1,000,000
Personal and Advertising Injury (each offense)	\$1,000,000
Fire Damage Legal Liability (any one fire)	\$1,000,000
Medical Expense (each accident)	\$10,000
General Aggregate	\$10,000,000
Products / Completed Operations Aggregate	\$10,000,000

Policy Type: Excess Liability Limits

EXCESS LIABILITY

The Excess Liability policy will automatically take the place of primary liability policies whose aggregate limits have been exhausted.

Each Occurrence	\$10,000,000
Annual Aggregate	\$20,000,000

If you would like additional information we have attached the electronic version of the entire proposal we received from VFIS.

The letter below is from General Counsel Ross with his recommendation:

Law Offices of William D. Ross A Professional Corporation
File No.19/55

TO: John Healy, Fire Chief San Mateo Consolidated Fire Dept.

DATE: October 23, 2018

FROM: William D. Ross, General Counsel

CC: Brian Kelly, JPA Specialist

RE: Recommendation for San Mateo Consolidated Fire Department Liability Insurance

This memorandum analyzes insurance proposals for liability coverage for the San Mateo Consolidated Fire Department (the "Department"). Several insurance proposals were submitted following the issuance of a Department Request for Proposals ("RFP"). All responding parties were also requested to supplement or modify their responses to recognize that the JPA member agencies would retain ownership of all involved fire stations. The final proposals are referenced in summary form as "Options" in the Excel spreadsheet attached as Exhibit "A".

The recommendation is based upon responses to the Department RFP, further written to qualifications concerning those responses, publicly available information concerning the responding entities, as well as an independent investigation that included past experience with both individuals and some of the responding entities and is how the proposed providers would handle requests from the Department for selection of defense counsel in specific areas of coverage for resulting claims and litigation. Our recommendation has been Peer reviewed.

Our recommendation would be Option #7, American Alternative Insurance Corporation via VFIS (highlighted in yellow), with a total annual premium of \$117,680.00. This recommendation is contingent upon confirmation that the limits provided in the coverage proposed would be equal to or exceed the known requirements of the three agency members, who will also be listed as insureds, and that the provider will consider a higher deductible or self-insurance retention options during the coverage period. We have been informed orally that each of these contingencies will be met.

Should there be questions, we are prepared to respond before, or during, the November 1, 2018 meeting of the Department Board of Directors.

W.D.R.

ATTACHMENTS

- A. Proposal
- B. Quote Summary



**A PROPERTY & CASUALTY PROPOSAL
PREPARED FOR:**

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

PRESENTED BY: ISU INSURANCE SERVICES OF SAN FRANCISCO
201 CALIFORNIA STREET
SAN FRANCISCO, CA 94111 - 5098
(949) 349-9857

DATE PREPARED: October 08, 2018

This proposal is valid for 90 days

TABLE OF CONTENTS

TABLE OF CONTENTS	2
FOREWORD	3
BACKGROUND OF VFIS	3
EDUCATION AND TRAINING SERVICES	4
YOUR QUOTE:	
GENERAL INFORMATION	5
RISK CONTROL SERVICES and RISK MANAGEMENT	6
PROPERTY	8
PROPERTY - Optional	10
CRIME	19
PORTABLE EQUIPMENT	20
PORTABLE EQUIPMENT - Optional	21
AUTO	24
AUTO - Optional	27
GENERAL LIABILITY	36
MANAGEMENT LIABILITY	40
EXCESS LIABILITY	46
OTHER VFIS PRODUCTS	47
PREMIUM SUMMARY	48
PROPOSAL NOTES	49
VFIS ORDER FORM	51
STATE-SPECIFIC FRAUD WARNING NOTICES	52

FOREWORD

This proposal is prepared from information supplied to VFIS on the application submitted by your insurance representative.

The proposal format has evolved over the many years we have been working with emergency service organizations. It describes coverages in some detail and provides some claim examples, which may be helpful to your understanding of the coverages. However, this proposal is not a policy, nor is it intended as such. Actual coverage is provided only by the policy.

Please remember that your exposure to loss changes over time. It's necessary to keep your insurance representative informed about any changes, so your policies can be revised. We strongly recommend frequent reviews of your operations and coverages with your insurance representative.

BACKGROUND OF VFIS

In 1969, VFIS pioneered specialized insurance coverages designed to meet the unique needs of America's emergency service organizations. Neglected and misunderstood by many insurance companies, the emergency service industry was in need of an innovative approach to insurance products and services. VFIS accepted the challenge, and today insures more than 12,000 emergency service clients in 49 states and Canada.

Service to clients is the cornerstone of the VFIS program. That means prompt, fair and responsive claim service. It means investing the energy, experience and funds necessary to develop valuable education programs, like driver training, to assist emergency service clients in operating more safely, more efficiently and more effectively.

Over the years, VFIS has forged a partnership with fire and emergency medical service leaders, which fosters the continuing development of policy and program enhancements. VFIS is committed to protecting the resources of emergency service organizations and promoting the health and interests of their members. Wherever and whenever the welfare of our clients is at stake, VFIS is there to lead or support their efforts with a level of dedication no imitator can duplicate.

In 1969, VFIS was first on the scene. Today, VFIS is **Here to Help.**

EDUCATION AND TRAINING SERVICES

In this rapidly changing world, emergency service organizations are continually faced with new challenges, issues and risks, as well as an array of new opportunities. Meeting these challenges and taking advantage of opportunities often requires assistance that may not be available through traditional channels.

That is why VFIS is here to help. As the leader in emergency service insurance for more than 30 years, we have made it a point to provide our customers with quality education, risk control and management programs. We also recognize how valuable these resources are in helping emergency service organizations improve their ability to serve their communities.

In tandem with our quality insurance coverages, VFIS customers benefit from the following programs and services, *which are available to them at little or no cost*:

- **Education and Training** - Timely and innovative, these safety, loss-control and skills-enhancement programs are designed to keep clients current with the fast-paced changes in equipment and techniques. Each is accompanied by appropriate print and/or video materials.
- **Workshops and Seminars** - Conducted on a regional basis throughout the year, these information-packed sessions are offered at instructor and participant levels and cover everything from grant-writing to community relations.

From training to troubleshooting, VFIS helps emergency service organizations become better prepared for every call, reducing the risk of injury or loss to the people they serve, the property they protect and their most valuable asset - their own members. Above all, our knowledgeable, nationally recognized professionals are here to help our customers prepare for the years ahead and the changing world that lies just around the corner.

GENERAL INFORMATION

First Named Insured: SAN MATEO CONSOLIDATED FIRE DEPARTMENT

Mailing Address: 1040 EAST HILLSDALE BOULEVARD
FOSTER CITY,CA 94404 - 0000

RISK CONTROL SERVICES and RISK MANAGEMENT

As a valuable service to your organization, VFIS provides risk control services. Employing risk control techniques will accomplish two major objectives. The first is to reduce or eliminate the loss producing conditions and exposures of your organization.

This in turn will achieve the second objective of risk control, which is to help you control the costs of your insurance program and reduce uninsured losses. While insurance coverages should take care of the majority of covered losses, you should understand that claims often contain hidden costs, known as indirect losses, which are not covered by insurance. Some examples of indirect losses are deductibles that must be paid, downtime of equipment or apparatus, temporary or permanent reductions in staffing, costs of overtime, fines, lowered morale and poor public image.

VFIS Risk Control Services can provide your organization with a number of resources to assist you in accomplishing these objectives. While we cannot eliminate all of your exposures, we can help you reduce the potential for losses through consistent and ongoing risk control and risk management efforts.

Risk Control Services

Our experienced technical staff of professionals can assist you in your risk control efforts in many ways. VFIS is proud to offer these valuable services at no cost to your organization. The following are just some of the services available to VFIS clients:

- Mutual Aid by VFIS - An emergency services self audit and resource identification guide which highlights known loss producing exposures and directs you to available VFIS resources to assist your organization in addressing them.
- Communique's - Technical reference bulletins addressing specific areas of operation and offering suggested management controls in SOG/SOP language. Available by contacting VFIS Risk Control Services or by visiting our website at www.vfis.com.
- Direct Contact - Risk control professionals are available to answer questions regarding codes, laws and standards; technical issues; and management and operational policies and procedures.
- On-Site Services - VFIS clients, meeting certain eligibility requirements, will benefit from having an on-site loss control survey conducted by one of our risk control professionals. The purpose of these surveys is to evaluate your existing policies and procedures to determine their effectiveness in controlling your organization's specific exposures. If necessary, VFIS will then provide you with recommendations and resources to enhance or support current practices.
- Professional Referrals - VFIS Risk Control Services has a nationwide network of resources in many aspects of emergency services work. If we cannot assist you directly, we will be happy to put you in contact with an agency or individual who can provide you with the needed assistance.

Risk Management

The practice of risk management will allow your organization to identify and evaluate your exposures to loss. To evaluate your exposures, you'll need to understand some basic risk management principles:

1. **Never risk more than you can afford to lose.** If a given loss would cripple your organization, then you need to transfer the risk to someone else.
2. **Do not risk too much for too little return.** For example, accepting a higher level of deductible on your vehicle coverage may provide only marginal premium savings.
3. **Know the odds.** If the potential for a given loss is very remote, then you may be able to address the exposure a different way than if the potential is more common.

In summary, you need to know how much money, time and equipment is at risk. Then determine if you can afford to assume the risk of losses yourself or transfer them to someone else. Lastly, know where frequent or serious losses are more likely to come from and address them accordingly.

Once you understand this, there are four risk management methods you may employ:

1. **Eliminate the exposure.** Stopping the sale or distribution of alcoholic beverages in your social hall is an easy way to eliminate your liquor law liability exposure.
2. **Assume the risk yourself.** Insurance deductibles are an example of assuming risk. If you don't believe you will have a frequency of losses or if your organization has enough financial resources, you may want to take on a larger deductible, such as \$1,000 or \$2,500 as opposed to a \$250 deductible.
3. **Reduce the exposure.** When backing up, use a spotter whenever possible. This practice does not eliminate the possibility of an accident, but it reduces the chances.
4. **Transfer the risk.** If an exposure cannot be reduced or eliminated and assuming it is too risky, then transfer the exposure to a third party. Although insurance is the most common method of transfer of risk, it is not the only method. Another commonly used method is a hold harmless agreement or indemnification clause in a contract.

VFIS risk control professionals are always available to assist you with your risk control and risk management needs.

PROPERTY

Schedule of Locations

<u>Premises/Item</u>	<u>Address</u>	<u>Occupancy</u>
1 / 1	911 GRANADA ST	FIRE STATION
2 / 1	2701 CIPRIANI BLVD	FIRE STATION
3 / 1	120 S ELLSWORTH AVE	FIRE STATION
4 / 1	31 W 27TH AVE	FIRE STATION
5 / 1	319 S HUMBOLDT ST	FIRE STATION
6 / 1	545 BARNESON AVE	FIRE STATION
7 / 1	1500 MARINA CT	FIRE STATION
8 / 1	1801 DEANZA BLVD	FIRE STATION
9 / 1	1040 E HILLSDALE BLVD	FIRE STATION

Schedule of Limits

<u>Premises/Item</u>	<u>Building</u>	<u>Building Valuation</u>	<u>Contents</u>	<u>Contents Valuation</u>	<u>Deductible</u>
1 / 1	\$5,445,204	GRC	\$105,747*	RC	\$1,000
2 / 1	\$1,147,342	GRC	\$0		\$1,000
3 / 1	\$7,510,000	GRC	\$60,000*	RC	\$1,000
4 / 1	\$7,130,000	GRC	\$60,000*	RC	\$1,000
5 / 1	\$3,330,000	GRC	\$60,000*	RC	\$1,000
6 / 1	\$630,000	GRC	\$60,000*	RC	\$1,000

<u>Premises/Item</u>	<u>Building</u>	<u>Building Valuation</u>	<u>Contents</u>	<u>Contents Valuation</u>	<u>Deductible</u>
7 / 1	\$3,050,000	GRC	\$60,000*	RC	\$1,000
8 / 1	\$1,410,000	GRC	\$60,000*	RC	\$1,000
9 / 1	\$7,000,000	GRC	\$70,000*	RC	\$1,000

Blanket Contents Limit: \$535,747 *Indicates Contents included in Blanket Limit

Special deductibles apply to loss caused by earthquake or flood and may, in some cases apply to wind as well. See the coverage highlights and any Property notes in the following pages.

PROPERTY - Optional

Schedule of Locations

<u>Premises/Item</u>	<u>Address</u>	<u>Occupancy</u>
1 / 1	911 GRANADA ST	FIRE STATION
2 / 1	2701 CIPRIANI BLVD	FIRE STATION
3 / 1	120 S ELLSWORTH AVE	FIRE STATION
4 / 1	31 W 27TH AVE	FIRE STATION
5 / 1	319 S HUMBOLDT ST	FIRE STATION
6 / 1	545 BARNESON AVE	FIRE STATION
7 / 1	1500 MARINA CT	FIRE STATION
8 / 1	1801 DEANZA BLVD	FIRE STATION
9 / 1	1040 E HILLSDALE BLVD	FIRE STATION

Schedule of Limits

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Blanket Contents Limit: \$535,747 *Indicates Contents included in Blanket Limit

Special deductibles apply to loss caused by earthquake or flood and may, in some cases apply to wind as well. See the coverage highlights and any Property notes in the following pages.

PROPERTY

Valuation Basis

VFIS insures property on a *guaranteed replacement cost (GRC)*, *replacement cost (RC)*, *actual cash value (ACV)* or *functional replacement cost (FRC)* basis. The Schedule of Limits shows how your property was quoted.

Guaranteed replacement cost pays to replace your property, without deduction for depreciation, even if the replacement cost is greater than the limit on the policy. Here's an example:

	<u>With GRC</u>	<u>Without GRC</u>
Policy limit:	\$100,000	\$100,000
Actual cost to replace:	\$125,000	\$125,000
Policy pays:	\$125,000	\$100,000
You would have to pay:	\$ 0	\$ 25,000

Replacement cost pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.

Actual cash value pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.

Functional replacement cost pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.

PROPERTY

Coverage Highlights

The following apply unless noted otherwise in this proposal:

- Loss of Income**
- Protects your organization's loss of income if your operations are interrupted because of a covered loss to your buildings or contents.
 - Includes increased time due to enforcement of an ordinance or law.
 - No dollar limit; covers the actual loss of income you sustain during the period of restoration for up to 24 months.

Example: Because of serious wind damage to the roof of the fire station, a volunteer fire company is unable to hold the twice-weekly bingo games they count on to fund their operations. This coverage would pay for the lost income until the roof is repaired and the bingo games can resume.

- Extra Expense**
- Protects your organization from extra expense you incur if your operations are interrupted because of a covered loss to your buildings or contents, provided the extra expense is necessary to minimize your down-time and continue operations.
 - Includes increased time due to enforcement of an ordinance or law.
 - No dollar limit; covers the extra expense (over and above your normal operating expense) incurred during the period of restoration for up to 24 months.

Example: An ambulance squad suffers a total loss to their main garaging location due to a fire. In order to continue responding to calls, they must lease space from the local municipality for the time it takes to rebuild their garage. This coverage would pay for the extra costs (rent, phone installation, furniture leasing and so forth) needed to do so.

- Utility Service Interruption**
- Loss of Income and extra expense is extended to cover an interruption in utility services to your premises, if utility interruption occurs as a result of a covered cause of loss.
 - Subject to a 72 hour waiting period.

PROPERTY

Coverage Highlights

Ordinance Coverage

- Applies to buildings insured on a guaranteed replacement cost basis or on a replacement cost basis.
- Will pay for the loss of value of the undamaged portion of a building that must be torn down, following a covered loss, because of applicable local, state or federal building codes. If the building is written on a replacement cost basis, the amount paid for such loss is included in your building limit and does not increase it.
- Will pay for the cost to demolish the undamaged portion of the building, clear the site, and repair or rebuild according to code. These costs are covered up to 100% of the amount paid for the initial direct physical loss or damage to the building.

Examples of costs covered by this extension include updated electrical systems to comply with local building codes, or improved rest room facilities that are accessible to disabled people.

Earthquake

- Applies to the full amount of coverage you carry on buildings and contents (no sub-limit).
- Includes volcanic action.
- A special 5% deductible applies to the value of the building and personal property for each item.

Flood

- Applies to the full amount of coverage you carry on buildings and contents (no sub-limit).
- A special \$1,000 deductible applies per premises.

PROPERTY

Coverage Highlights

Equipment Breakdown

- Covers the mechanical breakdown of equipment or the explosion of pressure vessels at your premises. Covered equipment includes such things as refrigeration equipment, air conditioners, cascade units and boilers.
- Covers the mechanical breakdown of certain types of portable equipment (mobile cascade units, mobile generators, portable pumping units, jaws-of-life) away from your premises.
- Covers loss of income or extra expense your organization may suffer if your utilities are interrupted as a result of an accident to covered equipment owned by your landlord or utility company.
- No dollar limit.

Other Perils (not covered by many property policies)

- Damage caused by the back-up of sewers and drains.
- Damage caused by artificially generated electrical currents.
- Damage caused by changes in temperature or humidity.

Arson Reward

- Limit of \$25,000.
- For the reimbursement of your payment of rewards that provides information related to arson fire.
- No deductible.

Crisis Incident Response Coverage

- We will pay up to \$25,000 for any one crisis incident that results in crisis management expenses (to restore your public image) or post-crisis counseling services.

Debris Removal

- Covered without limit if the expense is incurred as a result of a covered cause of loss.

Contents Off-Premises

- Pays the greater of \$25,000 or your highest contents limit at any location.
- Does not apply to portable equipment.

PROPERTY

Coverage Highlights

- | | |
|--|--|
| Newly Acquired Property | <ul style="list-style-type: none">• Automatically covers newly acquired buildings, buildings under construction, and contents at newly acquired locations.• The automatic feature lasts for 90 days or the end of the policy period, whichever is later.• Limits are \$2,500,000 for buildings and \$500,000 for contents. |
| Fine Arts | <ul style="list-style-type: none">• Limit of \$50,000 when there is a certified appraisal; otherwise the limit is \$25,000 subject to \$1,500 limit per item. |
| Money & Securities | <ul style="list-style-type: none">• Covers theft, disappearance or destruction on-premises or off-premises.• Automatic \$30,000 limit; higher limits are available. |
| Trees, Shrubs, Plants & Lawns | <ul style="list-style-type: none">• Covered against loss by fire, lightning, explosion, civil commotion, aircraft, vehicles and vandalism.• No dollar limit. |
| Glass Deductible Waiver | <ul style="list-style-type: none">• Property deductible is waived when loss only involves building glass. |
| Personal Effects | <ul style="list-style-type: none">• Applies on-premises only.• Primary coverage (not excess over a homeowners policy, for example).• For members, full replacement cost with no dollar limit.• For non-members, a limit of \$1,500 per person applies.• No deductible. |
| Member's Property (other than personal effects) | <ul style="list-style-type: none">• Limit of \$5,000 (for items such as computers, all-terrain vehicles, snowmobiles, golf carts, personal watercraft, tools and firearms).• Primary Coverage and not excess over a homeowners policy.• No deductible. |
| Member's Real Property Deductible Reimbursement | <ul style="list-style-type: none">• We will provide up to \$1,000 deductible reimbursement for damage to members residence when responding to an emergency on your behalf.• No deductible. |
| Pollution Clean-Up | <ul style="list-style-type: none">• Applies on-premises only.• Limit of \$100,000 for remediation expense you incur resulting from fire, lightning, windstorm, hail, explosion, civil commotion, vehicles, aircraft, smoke, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, the weight of ice / snow / sleet, or water damage.• Limit of \$25,000 for all other covered causes of loss. |

PROPERTY

Coverage Highlights

Sirens & Antennas

- Sirens, antennas, towers and similar structures and their associated equipment are automatically covered away from your scheduled premises, if you have building coverage with VFIS.
- No sub-limit applies.

Permanently Installed Property Off Premises

- Limit of \$125,000.
- Applies to outdoor property permanently installed away from your premises.
- Includes traffic control devices, statues, signs, monuments and fire hydrants.

Commandeered Property of Others

- Replacement cost coverage for any commandeered property other than autos.
- Includes the owner's loss of use.
- No dollar limit.
- No deductible if commandeered property belongs to volunteer, employee, director, officer or trustee.

Computer Software

- Automatic coverage for the cost of restoring or replacing your organization's data and the media on which it is stored.
- Covered causes of loss include computer virus and the breakdown of computer hardware.
- Applies on-premises or off-premises.
- Automatic limit of \$250,000; higher limits are available.

Unintentional Errors & Omissions

- Limit of \$500,000.
- Covers for unintentionally omitting real property at the time of application or unintentionally failing to report all real property prior to the beginning of the policy period.

Vehicle Parts

- Limit of \$25,000.
- Automatically covers vehicle stock owned by you and stored inside a building or at your location.

PROPERTY

Coverage Highlights

- Valuable Papers & Records**
- Pays the costs you incur to restore or replace any such documents following a covered loss.
 - No dollar limit.
 - Applies on-premises or off-premises.
- Accounts Receivable**
- Pays the costs you incur in restoring your accounts receivable records following a covered loss.
 - Also pays amounts you can't collect if your accounts receivable records can't be restored.
 - No dollar limit.
 - Applies on-premises or off-premises.
- Lock and Key Replacement**
- Limit of \$25,000 to reimburse you for lock and key replacement after theft at your location.
 - No deductible.
- Recharge Costs**
- Will pay the cost to recharge fire extinguishing equipment at your premises regardless of whether the discharge was accidental or was the result of a covered cause of loss.
 - No dollar limit.
 - No deductible.
- Limited Coverage for Fungus, Wet Rot, Dry Rot or Bacteria**
- A standard exclusion applies to loss or damage caused by fungus, wet rot, dry rot or bacteria.
 - However, the exclusion doesn't apply if the fungus, wet rot, dry rot or bacteria results from fire or lightning.
 - An extension has been added to provide a \$25,000 sub-limit if the fungus, wet rot, dry rot or bacteria arises from flood or from a specified cause of loss, as defined in the policy. This sub-limit is the most that will be paid in any policy term regardless of the number of occurrences.
- Deductible Waiver**
- If a Property claim occurs in conjunction with a claim under a VFIS Auto Physical Damage or Portable Equipment coverage, the various deductibles will not be stacked.
 - Only one deductible, the largest, will apply.
- Coinsurance**
- Does not apply to your buildings if they're insured on a guaranteed replacement cost basis.
 - Does not apply to your contents if they're insured on a replacement cost basis or on a guaranteed replacement cost basis.

CRIME

VFIS offers a broad range of fidelity coverages which are customized to meet the needs of emergency service organizations including the following.

- **Employee Dishonesty** provides reimbursement for the loss of your organization's money or other property resulting from dishonest acts of your volunteers or employees.
- **Computer and Funds Transfer Fraud** will pay for loss the insured sustains arising directly out of the loss of or damage to money, securities, and property other than money and securities. This loss must result directly from the use of any computer to fraudulently cause transfer of that property from inside the premises or banking premises to a person outside those premises, or to a place outside those premises.
- **Fraudulent Impersonation** will pay for loss the insured sustains arising directly from having, in good faith, transferred money, securities or other properties in reliance upon a transfer instruction purportedly issued by an employee, customer or vendor, but which proves to have been fraudulently issued by an imposter.
- **Identity Fraud Expense** is the compensation of expense sustained that was incurred by the insured or any employee as a result directly from identity fraud.

Your selections are indicated below.

Covered Entity:

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

<u>Public Employee Dishonesty - Blanket Per Employee</u>	<u>Limit</u>	<u>Deductible</u>	<u>Faithful Performance</u>
	\$250,000	None	Yes
<u>Public Employee Dishonesty - Blanket Per Loss</u>	<u>Limit</u>	<u>Deductible</u>	<u>Faithful Performance</u>
	\$750,000	None	Yes
<u>Forgery or Alteration</u>	<u>Limit</u>	<u>Deductible</u>	
	\$1,000,000	None	
<u>Computer and Funds Transfer Fraud</u>	<u>Limit</u>	<u>Deductible</u>	
	\$100,000	None	
<u>Fraudulent Impersonation</u>	<u>Limit</u>	<u>Deductible</u>	
	\$100,000	None	
<u>Identity Fraud Expense</u>	<u>Limit</u>	<u>Deductible</u>	
	\$25,000	None	

PORTABLE EQUIPMENT
Blanket Portable Equipment Coverage

<u>Covered For</u>	<u>Limit</u>	<u>Deductible</u>
All causes of physical loss unless excluded	Guaranteed Replacement Cost	\$1,000

If Portable Equipment coverage is provided on a blanket basis, coverage is provided for all portable firefighting, ambulance and rescue related equipment owned or furnished for your regular use. Note that boats over 100 horsepower are not covered under blanket; they must be scheduled.

Scheduled Portable Equipment Coverage

***** *Coverage Not Requested* *****

PORTABLE EQUIPMENT - Optional
Blanket Portable Equipment Coverage

<u>Covered For</u>	<u>Limit</u>	<u>Deductible</u>
All causes of physical loss unless excluded	Guaranteed Replacement Cost	\$5,000

If Portable Equipment coverage is provided on a blanket basis, coverage is provided for all portable firefighting, ambulance and rescue related equipment owned or furnished for your regular use. Note that boats over 100 horsepower are not covered under blanket; they must be scheduled.

Scheduled Portable Equipment Coverage

***** Coverage Not Requested*****

PORTABLE EQUIPMENT

Coverage Highlights

The following apply unless noted otherwise in this proposal:

Personal Effects

- Applies on and off premises while on authorized duty.
- Primary coverage (not excess over a homeowners policy, for example).
- Full replacement cost with no dollar limit.
- No deductible.

Non-Owned Portable Equipment

- Coverage for portable equipment of others temporarily in your possession.
- Automatic \$50,000 limit.

Unmanned Aircraft (Drones)

- Pays to repair or replace your lost or damaged unmanned aircraft.
- Coverage does not apply when the unmanned aircraft is:
 - rented, leased or loaned to others without an operator who is your employee or volunteer
 - used in any professional or organized racing, demolition or stunting activity. This includes practicing for such activity.
- \$500 deductible applies.
- Pays up to \$25,000 in any one occurrence.

Deductible Waiver

- If a Portable Equipment claim occurs in conjunction with a claim under a VFIS Auto Physical Damage or Property coverage, the various deductibles will not be stacked.
- Only one deductible, the largest, will apply.

Coverage to Replace Obsolete Chargers

- We will pay for new compatible mobile or stationary chargers when associated covered portable equipment is damaged and replaced.

Theft of Portable Equipment by Member

- At your request we will pay up to \$5,000 for portable equipment taken by a volunteer or employee no longer affiliated with your organization provided the equipment is reported as stolen.
- The most we will pay in one year is \$10,000.

PORTABLE EQUIPMENT

Coverage Highlights

Trailers Used to Transport Covered PE

- Physical damage coverage is provided automatically if the primary use of the trailer is to provide mobility to other covered portable equipment.

Example: A portable generator is installed on a small trailer that can be pulled to an emergency scene by a number of vehicles; both the generator and its trailer would be covered under Blanket Portable Equipment.

Blanket Coverage

Applies to:

- All boats up to 100 horsepower, and
- All jet skis and waverunners regardless of horsepower.

Scheduled Coverage

- Required for boats in excess of 100 horsepower.

Reporting

- No need to determine equipment values if you select blanket coverage.
- VFIS will rate the coverage based on the number and type of vehicles you use.
- If you have properly reported all such vehicles, your portable equipment is covered up to its full replacement cost.

AUTO

<u>Coverage</u>	<u>Symbol</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection		Not Included
Medical Payments	7	\$10,000
Uninsured Motorists	2	\$1,000,000
Underinsured Motorists Insurance	2	\$1,000,000
Hired & Borrowed Vehicles		Included
Commandeered Vehicles		Included
Volunteers/Employees as Insureds Under Non-Owned Autos		Included (Primary)
Temporary Substitute Vehicles		Included
Fellow Member Liability		Included
Incidental Garage Liability		Included
Physical Damage Comprehensive	7,8	see schedule below
Physical Damage Collision	7,8	see schedule below

Schedule of Covered Vehicles

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Classification</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
0001	1990	TYPE 3	RESCUE HVY				
0002	1998	LTI	QUINT LDH		\$1,210,000	\$250	\$250
0003	1998	LTI	QUINT LDH		\$1,210,000	\$250	\$250
0004	2000	SPARTAN	PUMPER LDH		\$635,000	\$250	\$250
0005	2000	WESTATE	PUMPER				
0006	2001	SPARTAN	PUMPER		\$635,000	\$250	\$250
0007	2001	WATER RESCUE	TRAILER		\$10,000	\$250	\$250
0008	2001	HAZMAT	TRAILER		\$10,000	\$250	\$250
0009	2003	AMERICAN CUSTOME	PUMPER LDH		\$635,000	\$250	\$250
0010	2003	CERT	TRAILER		\$11,000	\$250	\$250
0011	2003	CERT	TRAILER		\$11,000	\$250	\$250
0012	2003	CERT	TRAILER		\$11,000	\$250	\$250
0013	2003	CERT	TRAILER		\$11,000	\$250	\$250
0014	2003	BOAT TRAILER	TRAILER		\$2,000	\$250	\$250
0015	2005	FORD	BRUSH VEH		\$45,000	\$250	\$250

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Classification</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
0016	2006	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0017	2006	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0018	2007	FORD	BRUSH VEH		\$45,000	\$250	\$250
0019	2007	FORD	BRUSH VEH		\$45,000	\$250	\$250
0020	2007	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0021	2007	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0022	2007	SEAGRAVE	PUMPER LDH		\$635,000	\$250	\$250
0023	2008	FORD	FIRST RESPONDER		\$75,000	\$250	\$250
0024	2009	TOYOTA	SERVICE	X		\$250	
0025	2009	FORD	SERVICE	X		\$250	
0026	2009	CERT	TRAILER		\$6,330	\$250	\$250
0027	2009	CERT	TRAILER		\$6,330	\$250	\$250
0028	2009	CERT	TRAILER		\$6,330	\$250	\$250
0029	2009	CERT	TRAILER		\$6,330	\$250	\$250
0030	2010	EVI	HAZMAT		\$635,000	\$250	\$250
0031	2011	FORD	BRUSH VEH		\$55,000	\$250	\$250
0032	2013	CHEV	SERVICE	X		\$250	\$250
0033	2013	CERT	TRAILER		\$6,888	\$250	\$250
0034	2014	FORD	SERVICE	X		\$250	\$250
0035	2014	FORD	SERVICE	X		\$250	\$250
0036	2014	FORD	SERVICE	X		\$250	\$250
0037	2014	FORD	SERVICE	X		\$250	\$250
0038	2015	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0039	2015	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0040	2015	FORD	BRUSH VEH		\$45,000	\$250	\$250
0041	2015	TOYOTA	SERVICE	X		\$250	\$250
0042	2015	TOYOTA	SERVICE	X		\$250	\$250
0043	2015	PIERCE	AERIAL		\$1,210,000	\$250	\$250
0044	2015	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0045	2015	PIERCE	AERIAL		\$1,210,000	\$250	\$250
0046	2015	FORD	SERVICE	X		\$250	\$250
0047	2016	FORD	SERVICE	X		\$250	\$250
0048	2016	SEAGRAVE	PUMPER TANKER		\$635,000	\$250	\$250
0049	2016	ISUZU	HAZMAT		\$87,000	\$250	\$250
0050	2016	FORD	CHIEFS VEH		\$45,000	\$250	\$250
0051	2016	FORD	BRUSH VEH		\$94,000	\$250	\$250

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Classification</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
0052	2016	CERT	TRAILER		\$21,244	\$250	\$250
0053	2016	CERT	TRAILER		\$21,244	\$250	\$250
0054	2016	SHELTER	TRAILER		\$30,300	\$250	\$250
0055	2016	SIERRA	TRAILER		\$2,560	\$250	\$250
0056	2016	JET SKI TRAILER	TRAILER		\$1,595	\$250	\$250
0057	2017	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0058	2017	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0059	2017	FORD	BRUSH VEH		\$55,000	\$250	\$250
0060	2017	PIERCE	PUMPER LDH		\$635,000	\$250	\$250
0061	2017	TOYOTA	SERVICE	X		\$250	\$250
0062	2017	TOYOTA	SERVICE	X		\$250	\$250
0063	2018	SEAGRAVE	PUMPER TANKER		\$635,000	\$250	\$250
0064	2018	HOSE TENDER	TANKER				
0065	2018	FORD	BRUSH VEH		\$110,000	\$250	\$250

AUTO - Optional

<u>Coverage</u>	<u>Symbol</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection		Not Included
Medical Payments	7	\$10,000
Uninsured Motorists	2	\$1,000,000
Underinsured Motorists Insurance	2	\$1,000,000
Hired & Borrowed Vehicles		Included
Commandeered Vehicles		Included
Volunteers/Employees as Insureds Under Non-Owned Autos		Included (Primary)
Temporary Substitute Vehicles		Included
Fellow Member Liability		Included
Incidental Garage Liability		Included
Physical Damage Comprehensive	7,8	see schedule below
Physical Damage Collision	7,8	see schedule below

Schedule of Covered Vehicles

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Classification</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
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0044	2015	PIERCE	PUMPER LDH		\$635,000	\$500	\$500
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0051	2016	FORD	BRUSH VEH		\$94,000	\$500	\$500

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Classification</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
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0057	2017	PIERCE	PUMPER LDH		\$635,000	\$500	\$500
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0060	2017	PIERCE	PUMPER LDH		\$635,000	\$500	\$500
0061	2017	TOYOTA	SERVICE	X		\$500	\$500
0062	2017	TOYOTA	SERVICE	X		\$500	\$500
0063	2018	SEAGRAVE	PUMPER TANKER		\$635,000	\$500	\$500
0064	2018	HOSE TENDER	TANKER				
0065	2018	FORD	BRUSH VEH		\$110,000	\$500	\$500

AUTO LIABILITY

Coverage Highlights

The following apply unless noted otherwise in this proposal:

Non-Owned Automobile

- Covers your liability for vehicles hired, borrowed, or otherwise used on your behalf on an *excess basis*.
- Covers your liability for commandeered vehicles used on your behalf on a *primary basis*.

Volunteers/Employees as Insureds Under Non-Owned Automobiles

- Volunteers/employees are covered while operating their own personal vehicle on behalf of the emergency service organization.
- Coverage is on a *primary basis*.

Example: A firefighter responds in his personal vehicle on his department's behalf. Upon rounding a curve, he sees a disabled vehicle partially blocking the road. He swerves and accidentally strikes the motorist who was trying to flag down the firefighter. Non-owned vehicle liability would be provided to the firefighter on a primary basis up to the policy limit; not excess over the firefighter's personal auto policy.

Additional Insured-Automatic

- Any person or organization for which you have agreed in writing in a contract to be added as an additional insured.

Expected or Intended Injury

- Included for Bodily Injury or Property Damage when resulting from actions taken to protect persons or property.

Temporary Substitute Vehicle

- Coverage is provided when a replacement vehicle is loaned to you while a covered vehicle is temporarily out of service.
- Coverage is on a *primary basis*.

Example: A department is temporarily loaned an ambulance while their covered ambulance is being serviced. The loaner is involved in an intersection accident injuring civilians. Liability coverage would be provided to the department on a primary basis up to the policy limit.

Owner of Commandeered Auto as an Insured

- The owner of a commandeered auto in your temporary care, custody or control that is being used as part of an emergency operation is an insured.
- Coverage is on a *primary basis*.

Uninsured Motorist/Underinsured Motorist

- Covers your organization for bodily injury and/or property damage sustained by an eligible party caused by a negligent uninsured/underinsured motorist or hit-and-run motorist, based on your state laws.

AUTO LIABILITY

Coverage Highlights

Fellow Member Liability

- Covers your volunteers and employees should they accidentally injure a co-volunteer or co-employee arising out of the use of a covered vehicle.
- Note that the protection applies to the *individual* against whom the claim is made, whether or not a claim is made against you (the insured organization).

Example: A fire truck is responding to an emergency call with lights and sirens activated. The vehicle operator fails to see a civilian vehicle resulting in a collision, injuring several passenger firefighters. Fellow member auto liability coverage would be provided to the fire truck driver up to the limit of the policy for claims arising from the injured passenger firefighters.

Incidental Garage Liability

- Provides liability arising from autos used in connection with an insured's garage operations.
- Coverage is primary.
- Provides coverage for your organization if you service or store vehicles owned by others.

AUTO PHYSICAL DAMAGE

Coverage Highlights

Agreed Value

Physical damage coverage on emergency vehicles is provided on an *Agreed Value* basis. In the event of a loss, you will receive the **lesser of**:

1. The **cost to repair** the covered vehicle; or
2. The **cost to replace** the part with a part of like kind and quality, *without deduction for depreciation*; or
3. The **cost to replace the entire vehicle with a comparable new vehicle**, manufactured to current specifications set by the NFPA, the U. S. Department of Transportation, or similar organization; or
4. The **agreed value** shown in the policy.

Note: If the estimated repair costs for a damaged vehicle covered on an *Agreed Value* basis exceed 75% of the *Agreed Value*, and you choose not to accept payment under paragraph 1. or 2. (above), VFIS will pay the lesser of paragraph 3. or 4. (above). Under this arrangement, VFIS has the rights to all recovery and salvage.

Furthermore, for repairs or replaced parts under paragraph 1. or 2. (above), VFIS will pay up to an additional 25% of the amount of the loss to cover the costs you incur in bringing the repaired or replaced parts into compliance with the latest safety standards. If recertification is required, we will also pay those costs.

Example: A fire department has a 1976 Mack pumper with an Agreed Value of \$50,000. While responding during an ice storm they lose control and slide into a tree. Damages are appraised at \$40,000. The replacement cost of the truck at the time of the loss is \$100,000. Since the Agreed Value selected by the insured is \$50,000 and 75% of the Agreed Value is \$37,500, the insured has the option to either repair the vehicle, taking the \$40,000 settlement, or be reimbursed the Agreed Value of \$50,000 with VFIS having the rights to the salvage.

We use this method for emergency vehicles and, at the insured's option, for private passenger vehicles less than five years old.

Actual Cash Value Settles the claim based on the current market value of the damaged vehicle or part (old for old).

We use this method for most private passenger vehicles, service vehicles, some trailers and other non-emergency vehicles.

Stated Amount Settles the claim by paying the lesser of:

- The current market value of the damaged vehicle or part (old for old).
- or*
- The amount stated in the policy.

We do not offer stated amount coverage because it is less advantageous to your organization than other methods.

AUTO PHYSICAL DAMAGE

Coverage Highlights

Deductible Waiver

- If an Automobile Physical Damage claim occurs in conjunction with a claim under a VFIS Portable Equipment or Property coverage, the various deductibles will not be stacked.
- Only one deductible, the largest, will apply.
- Additionally, regardless of the number of covered autos suffering a physical damage loss while engaged in a single firefighting, ambulance and/or rescue emergency, only one deductible, the largest, shall apply to the entire event.

Example: A fire department's rescue truck is responding with lights and siren when it is struck by another vehicle in an intersection and flipped over on its side. The rescue truck sustains \$20,000 of damages and the equipment inside the vehicle is broken and strewn across the roadway. The Waiver of Deductible clauses in the Automobile Physical Damage coverage and the Portable Equipment coverage provide that only one deductible, the largest, would be applied to the loss settlement.

Collision

- Damages from overturn or collision with another object.

Comprehensive

- Damages from causes other than collision or overturn.

Freezing

- Coverage for permanently attached special equipment for loss caused by freezing, unless caused by failure to maintain the equipment.
- Includes, but is not limited to, pumps, gauges and tanks.
- No freezing coverage for loss to vehicle engines.

Volunteers' or Employees' Personal Automobiles

- Covers damage to a member's personally owned vehicle:
 - while enroute to, during, or returning from an emergency or other activity on behalf of your organization, and
 - resulting from a covered cause of loss.
- Reimburses the members deductible up to \$1,000 if insurance is carried or actual cash value if no insurance is carried. Member is required to maintain minimum state liability coverage.

Airbag Coverage

- Covers loss caused by accidental discharge of an airbag.

AUTO PHYSICAL DAMAGE

Coverage Highlights

- | | |
|--|---|
| Hired, Borrowed or Commandeered Vehicles | <ul style="list-style-type: none">• Coverage for hired, borrowed or commandeered vehicles on an actual cash value basis.• Comprehensive deductible - \$50.• Collision deductible - \$100.• Coverage is primary. |
| Temporary Substitute Vehicles | <ul style="list-style-type: none">• Coverage for fire trucks and ambulances with loss to be settled based on the valuation method of the owner's policy, up to \$1,000,000. Subject to the insured's deductible. |
| Customized Vehicle Extension | <ul style="list-style-type: none">• Applies to vehicles, such as chief's cars, insured on an actual cash value basis.• Cost to replace custom features such as gold leaf lettering, light bars, sirens and radios on a <i>replacement cost basis</i>.• Extended to equipment owned by the organization that's permanently installed in non-owned autos. |
| Towing and Labor | <ul style="list-style-type: none">• Coverage is provided for vehicles carrying comprehensive coverage.• Labor must be performed at the disablement location.• No mileage limit. Includes the cost to tow the disabled auto to multiple facilities as necessary, prior to delivery to the final repair facility.• \$2,500 limit applies. |
| Recertification | <ul style="list-style-type: none">• Included in claims settlement for covered losses.• No limit applies. |
| Removal of Apparatus from Environmentally Sensitive Areas | <ul style="list-style-type: none">• Following a covered loss, the cost of uprighting, retrieving or towing the vehicle is part of the claim adjustment expense.• No sub-limit applies. |
| Rental Reimbursement coverage for Fire Trucks | <ul style="list-style-type: none">• If no spare or reserve units are available, we provide automatic coverage for rental expenses for firefighting and rescue vehicles.• Limit of \$250 any one day for up to 40 days. |

AUTO PHYSICAL DAMAGE

Coverage Highlights

Rental Reimbursement for member's personally owned vehicles

- Coverage provided when loss occurs while enroute, during, returning from an emergency or while at the direction and knowledge of an officer of the insured.
- Limit of \$30 per day for up to 30 days.

Full Glass Coverage

- No glass deductible for vehicles with comprehensive coverage.

Garagekeepers Insurance

- \$50,000 coverage for vehicles while left with an insured's garage operation.
- Comprehensive deductible - \$250.
- Collision deductible - \$500.
- Coverage is primary.
- Provides coverage for your organization if you service or store vehicles owned by others.

GENERAL LIABILITY

This coverage contains the following four sections:

- **Coverage A. Bodily Injury and Property Damage Liability** protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- **Coverage B. Personal and Advertising Injury Liability** protects you when claims are made against you because of offenses such as false arrest, wrongful eviction or slander.
- **Coverage C. Professional Health Care Liability** protects you when claims are made against you as a result of your handling of patients, or providing, or failing to provide, medical services.
- **Coverage D. Medical Expense** protects you when claims are made against you as a result of injuries suffered by the public (not your volunteers or employees) because of your premises or operations. These expenses are payable even if the injury occurred through no fault of your own.

<u>Coverages</u>	<u>Limits</u>
Each Occurrence or Medical Incident	\$1,000,000
Personal and Advertising Injury (each offense)	\$1,000,000
Fire Damage Legal Liability (any one fire).....	\$1,000,000
Medical Expense (each accident).....	\$10,000
General Aggregate.....	\$10,000,000
(the total payable in any policy term)	
Products / Completed Operations Aggregate.....	\$10,000,000
(the total payable in any policy term)	

<u>Optional Coverages (apply only if checked)</u>
<input type="checkbox"/> Employer's (Stop Gap) Liability <ul style="list-style-type: none"> • Provides General Liability and Auto Liability coverage to you (the insured organization) if a volunteer or employee alleges they were injured on the job and are entitled to sue the organization and seek damages beyond the benefits available under the applicable Workers' Compensation statute. • Needed when the insured's Workers' Compensation policy provided for your volunteers and/or employees does not contain Part Two — Employer's Liability.
<input type="checkbox"/> Owned Watercraft Liability (boats exceeding 100 horsepower)

GENERAL LIABILITY

Coverage Highlights

The following apply unless noted otherwise in this proposal:

Volunteers and Employees as Insureds

- Covers all volunteers (whether or not they are members of your organization) and employees are covered while acting on behalf of your organization.
- Other insureds include your officers, directors, commissioners or trustees.
- Also included are the owners of any property you commandeer.
- VFIS coverage is primary for all of the above insureds, not excess of any personal insurance that may apply.
- Your medical director (if any) is an insured for actions taken on your behalf, with these stipulations:
 - Coverage doesn't apply to liability arising from any physician's providing or failing to provide on-line medical direction or medical command via a telecommunications device, and
 - Hands-on treatment of a patient by a physician is excess of any medical malpractice insurance carried by the physician.

Blanket Additional Insureds

- Automatically covers any person or organization required by contract to be an additional insured, but only for their liability arising out of your premises or operations.
- The contract must be in effect before the injury or damage occurs.

Fellow Member Liability

- Covers your volunteers and employees should they accidentally injure a co-volunteer or co-employee while working on your behalf.
- Note that the protection applies to the *individual* against whom the claim is made, whether or not a claim is made against you (the insured organization).

"Good Samaritan" Liability

- Covers your volunteer members and employees for liability arising from actions on their own to render services at the scene of an emergency requiring immediate action.
- Applies to professional health care or any other services.
- To qualify as a "Good Samaritan", the individual must act independently of your organization or any other organization.

Unlimited Defense Costs

- The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.

GENERAL LIABILITY

Coverage Highlights

Intentional Acts

- Provides liability protection if, in an attempt to save lives or protect property, your volunteers or employees intentionally cause bodily injury or property damage.

Example (bodily injury): A distraught relative of a heart attack victim must be restrained in order for you to administer care to the patient, and in the process the relative is injured.

Example (property damage): In order to gain access to a small fire in one apartment unit, a firefighter breaks down a door to a different unit that is not in imminent danger.

Pollution Liability

- Covers you for bodily injury or property damage arising out of a pollution incident resulting from any of the following:
 - emergency operations away from your premises,
 - training activities, or
 - water runoff from the cleaning of equipment.
- Covers you for bodily injury or property damage arising out of an asbestos incident resulting from either of the following:
 - emergency operations away from your premises, or
 - training activities away from your premises.

Liquor Liability

- Covers you for bodily injury or property damage arising out of the serving or selling of alcoholic beverages.
- If alcoholic beverages are sold, VFIS requires that you obtain the proper license or permit, comply with our liquor loss control recommendation, and pay the applicable premium charge.

Contractual Liability

- Covers you for the liability you agreed to assume of another party, either orally or in writing.
- The claim must be otherwise covered (not excluded).

Example: Farmer Brown agrees to allow a fire department to use his pasture to hold a flea market, as long as any injuries to the public are agreed to be the responsibility of the fire department and not of Farmer Brown.

GENERAL LIABILITY

Coverage Highlights

- Watercraft Liability**
- Automatic coverage for injury or damage arising from your use of the following:
 - non-owned boats,
 - owned boats that are not powered by motors,
 - owned boats that are powered by motors of not more than 100 horsepower, and
 - jet skis and waverunners regardless of horsepower.
- Unmanned Aircraft (Drones)**
- Covers you for unmanned aircraft owned, operated, rented or loaned to you.
 - Unmanned aircraft means an aircraft weighing 15 pounds or less that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.
 - Unmanned aircraft includes equipment used with the unmanned aircraft, provided such equipment is attached to or essential for its operation.
- Fire Damage Legal Liability**
- Covers you for liability for fire damage to buildings your organization may rent or otherwise occupy with the permission of the owner.
 - A similar provision covers your liability for *other than fire damage* to buildings or contents rented or loaned to you for not more than 30 consecutive days.
- Damage to Property of Persons Receiving Services**
- Covers you for liability for a personal property loss suffered by a member of the public receiving services from you, provided the loss is caused by theft, physical damage or disappearance.
 - Subject to a \$100 deductible each occurrence.
- Example:** A patient transported by ambulance to the hospital notices shortly after arrival that his wallet and Rolex watch are missing; he files a claim against the ambulance squad alleging theft of the property.
- Expanded Aggregate Limit**
- The General Aggregate Limit shown in the schedule applies separately to:
 - each named insured (unless you have selected a \$10,000,000 aggregate limit), and
 - each location you own or rent.

MANAGEMENT LIABILITY

	<u>Limits</u>
Each Offense or Wrongful Act	\$1,000,000
Aggregate (the total payable in any policy term).....	\$10,000,000
Defense Expense for Injunctive Relief	\$50,000

"Claims made" basis

- This means that coverage is provided only for claims that are reported during the policy period, regardless of when the incident giving rise to a claim occurred. VFIS covers claims arising from incidents that occurred prior to the initial policy period as long as you had no reason to suspect that a claim might be presented as a result of the incident.
- If you are aware of any such incidents, be sure to report them to your agent immediately.

A signed and dated application is required before coverage can be bound.

"Occurrence" basis

- This means that coverage is provided only for claims arising out of incidents that occur during the policy period, regardless of when the claim is eventually reported.
- You should not purchase occurrence coverage unless:
 - You are currently insured on an occurrence basis, or
 - You are currently insured on a claims made basis and you have decided to purchase a supplemental extended reporting period from your current carrier.

Cyber Liability and Privacy Crisis Management Expense

- Cyber Liability protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- Privacy Crisis Management Expense reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.
- Cyber Extortion Expense reimburses for expenses you incur as a result of a cyber extortion threat first made against you during the policy period.

Cyber Liability

Each Event Limit: \$1,000,000 Each Electronic Information Security Event
 Retroactive Date: 7/13/2018

Privacy Crisis Management Expense

Each Event Limit: \$250,000 Each Privacy Event
 Retroactive Date: 7/13/2018
 Deductible: \$0 Each Privacy Event

Cyber Extortion Expense

Each Event Limit: \$20,000 Each Cyber Extortion Threat
 Deductible: \$0 Each Cyber Extortion Threat

Privacy Crisis Management Expense and Cyber Extortion Expense

Aggregate Limit: \$250,000 Aggregate

MANAGEMENT LIABILITY

Coverage Highlights

Management Liability coverage protects you against claims for monetary damages arising out of:

- **Employment-related practices**, such as wrongful termination, failure to promote or sexual harassment.

Example: A paid firefighter is terminated in July of 1999, and she is unable to find other similar employment until January of 2001. At a trial held later that year, she is successful in proving that she was wrongfully terminated and is awarded lost wages for the eighteen months she was unemployed. The organization's liability for these wages would be covered; liability for back wages, overtime or similar damages required by law or regulation are the obligation of the organization and would not be covered. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

- Errors in the **administration of employee benefit plans**, such as Accident and Sickness coverage, Group Life or Workers' Compensation.

Example: A paramedic covered under an Accident & Sickness policy gives instructions to the squad's insurance administrator to name his daughter as his beneficiary. Following his death from an on-the-job traffic accident, his daughter learns that she is not entitled to any benefits under the policy because the change of beneficiary card was misplaced and never processed. She brings suit to recover the money she would have received had the change of beneficiary been handled properly. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

- Other **wrongful acts** not specifically excluded.

Example: A taxpayer group brings suit against their fire district and its commissioners, alleging the improper spending of public funds. They argue that the commissioners have wasted their tax money by purchasing a state-of-the-art aerial device for \$750,000 even though there are no structures in the district more than two stories tall. This coverage would provide you and your commissioners with the cost of your legal defense, and pay an award up to the limit of liability.

Example: Bids are solicited from outside contractors to build a new ambulance garage. The lowest bid is not accepted, even though it was made by a fully qualified contractor of good reputation. The contractor sues the ambulance district, arguing that his bid was rejected for no good reason and alleging favoritism in the awarding of the contracts. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

MANAGEMENT LIABILITY

Coverage Highlights

The following apply unless noted otherwise in this proposal:

Defense Expense for Injunctive Relief

A plaintiff may sue your organization not for money but to require action of some type. They're seeking injunctive relief; they want your organization to do something or to stop doing something.

This automatic coverage will reimburse your organization up to \$50,000 for reasonable legal fees incurred in your defense.

Example: A person who was denied volunteer membership by you brings legal action to be admitted as a member.

Example: A resident seeks an injunction to stop the fire department's installation of a siren directly behind her house.

Outside Directorship Liability

- Automatically covers your volunteers or employees who choose to serve on the board of directors of an outside organization as long as that organization:
 - is not-for-profit, and
 - is related to the emergency services.
- Coverage is excess of any insurance.

Volunteers and Employees as Insureds

- Covers all volunteers (whether or not they are members of your organization) and employees while acting on behalf of your organization.
- Other insureds include your officers, directors, commissioners or trustees.
- Also included is your medical director (if any).
- VFIS coverage is primary for all of the above insureds, not excess of any personal insurance that may apply.

Estates, Heirs, and Legal Representatives

- Included as insureds.

Spousal Liability

- Included, but only for acts within the course and scope of your operations.

Unlimited Defense Costs

- The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.

Fair Labor Standards Act Suit Defense Coverage

- Limit of \$100,000 each claim incurred provided for the defense of any claim for violation of the Fair Labor Standards Act.

MANAGEMENT LIABILITY

Coverage Highlights

Blanket Additional Insureds

- Automatically covers any person or organization that may be liable for your employment practices, your administration of employee benefit plans or other wrongful acts, but only to the extent of that liability.

Unintentional Release of HIPAA Information

- Limit of \$100,000 provided for the payment of fines and penalties assessed upon the insured for HIPAA violations.

Expanded Aggregate Limit

- The Aggregate Limit shown in the schedule applies separately to each named insured (unless you have selected a \$10,000,000 aggregate limit).

MANAGEMENT LIABILITY

Cyber Liability and Privacy Crisis Management Expense Coverage Highlights

Cyber Liability

- Coverage applies to each electronic information security event which includes:
 - Transmission of malware from your computer system to a third party;
 - The inability of an authorized user to access your web site or your computer system because of a denial of service attack;
 - A personal identity event or corporate privacy event caused by information that is obtained or released directly from your computer system.

As used in this definition, a denial of service attack means an intentional attack directly on your computer system that prevents or slows down access to your web site or your computer network. However, a denial of service attack which affects the internet at large and is not directed at your computer system is not an electronic information security event.

Personal Identity Event or Corporate Privacy Event

- What is a personal identity event or corporate privacy event?
 - Unauthorized disclosure of or failure to protect identifiable or confidential corporate information from misappropriation;
 - The failure to disclose or warn of an actual or potential disclosure of misappropriation of personally identifiable or confidential corporate information;
 - Violation of any federal or state privacy statute pertaining to the disclosure or misappropriation of personally identifiable or confidential corporate information.

Privacy Crisis Management Expense Coverage

- Pays on behalf applicable reasonable and necessary fees because of a privacy event which includes:
 - To conduct a computer forensic analysis to determine the cause and extent of the privacy event;
 - Provide a crisis management review and advice by an approved independent crisis management or legal firm;
 - Notification to affected parties for printing, advertising, mailing of materials or other costs;
 - Travel expenses by directors and employees to mitigate damages;
 - Call center services for credit monitoring as well as identity theft education and assistance for affected individuals.
- Privacy crisis management expenses shall not include:
 - Compensation, fees, benefits or overhead of any insured or "employee" of any insured;
 - Costs or expenses that would have been incurred in the absence of the "privacy event";
 - Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any "computer system", procedures, services or property as a result of a "privacy event".

MANAGEMENT LIABILITY

Cyber Liability and Privacy Crisis Management Expense Coverage Highlights

Privacy Event

- What is a privacy event?
 - Unauthorized disclosure by you of personally identifiable or confidential corporate information or your failure to protect personally identifiable or confidential corporate information from misappropriation;
 - Failure to disclose or warn of an actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information;
 - Violation of any federal or state privacy statute pertaining to the disclosure or misappropriation of personally identifiable or confidential corporate information.

Cyber Extortion Expense

- Reimburses you for expenses paid in response to a cyber extortion threat.

Cyber Extortion Threat

- What is a cyber extortion threat?

A cyber extortion threat is a demand for monetary payment based on a credible threat directly involving your computer system (not the internet at large) to:

 - Launch a denial of service attack;
 - Steal, release or publish personally identifiable information or confidential corporate information;
 - Alter, damage or destroy electronic data;
 - Cause you to transfer, pay or deliver any funds or property without your authorization.

Coverage Territory

For cyber liability, privacy crisis management expense and cyber extortion expense coverage, the coverage territory means worldwide, but the event and suit must take place in the U.S., Puerto Rico or Canada.

EXCESS LIABILITY

Excess Liability coverage protects you with the following:

1. It provides excess coverage over your primary liability insurance stated on a schedule of underlying insurance.
2. The Excess Liability policy will automatically take the place of primary liability policies whose aggregate limits have been exhausted.

Policy Type: Excess Liability

	<u>Limits</u>
Each Occurrence	\$10,000,000
Annual Aggregate	\$20,000,000
Retained Limit on Uninsured / Self-Insured Exposures	\$0

Coverage Highlights

The following apply unless noted otherwise in this proposal:

- Liquor Liability** • Follows form with underlying coverages.
- Pollution Liability** • Follows form with underlying coverages.
- Management Liability** • Follows form with underlying coverages.
- Employer's Liability** • Follows form with underlying coverages.
- Unlimited Defense Costs** • The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.
- Expanded Aggregate Limit** • The aggregate limit shown in the schedule applies separately to each location.
- Unmanned Aircraft (Drones)** • Coverage is included for unmanned aircraft that is owned, operated, rented or loaned to you.
• \$1,000,000 each occurrence/aggregate sublimit applies.

OTHER VFIS PRODUCTS

Accident & Sickness Coverage - provides "on duty" coverage for members, auxiliary members, junior members, members in training, officers, deputized by-standers, trustees and board members, and volunteers asked by the organization to help with non-emergency events. Coverage listed below is provided when a member performs any normal duty of the department, whether it is an emergency or not. Insurance coverage underwritten by National Union Fire Insurance Company of Pittsburgh, PA.

- Death Benefit
- Lump Sum Living Benefit
- Disability Income Benefit
- Medical Benefit

Group Term Life Insurance - available for all members which includes active, retired, volunteers, career or auxiliary members. Underwritten by AIG, American General. Coverage includes:

- 24-hour, On and Off Duty Coverage
- Accidental Death and Dismemberment
- Guaranteed Issue Life Insurance for Any Age

Length of Service Award Program (LOSAP) - an incentive program to effectively retain existing volunteers, increase their level of participation and recruit new members. Life insurance underwritten by AIG Life Insurance Company and American Life Assurance Company of New York (Maine and New York). Group annuity contracts underwritten by Hartford Life Insurance Company. Coverage provided:

- 24-hour, On and Off Duty Death Benefit
- Monthly Income During Retirement Years
- Disability Benefit

Critical Illness Insurance Program - a lump sum cash benefit is available to emergency service personnel, when diagnosed with a heart attack, stroke or life threatening cancer. Underwritten by ACE American Insurance Company, Philadelphia, PA. Coverage includes:

- 24-hour, On and Off Duty Coverage
- Lump Sum Living Benefit (for qualifying illnesses)

PREMIUM SUMMARY

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT
(CA) C75168**

	<u>Premium</u>	<u>Optional Version</u>
Property	\$43,847	\$35,188 (Decrease of \$8,659)
Crime	\$946	Not Requested
Portable Equipment.....	\$2,045	\$1,139 (Decrease of \$906)
Auto.....	\$36,139	\$35,562 (Decrease of \$577)
General Liability.....	\$23,143	Not Requested
Management Liability	\$27,484	Not Requested
Excess Liability	\$27,199	Not Requested
Total Estimated Annual Premium	\$160,803	\$150,661

PROPOSAL NOTES

Crime

Note: Public Employee Dishonesty Blanket Bond coverage is requested. Please note this coverage form excludes the treasurer and anyone required by statute to be bonded (possibly board members). A Public Employee Dishonesty Position Schedule Bond may be used to cover excluded positions.

Auto

Note: The Medical Payments limit of \$10,000 applies to vehicles: All Covered Autos

Excess Liability

Note: Coverage is quoted excess of Auto Liability and General Liability and Management Liability.

General

Note: This quote requires that you submit copies of all written agreements, including mutual aid, to us for review. If you did not submit copies along with the application, please include them with the order form.

Note: You must supply us with valid serial numbers for all vehicles before the Auto policy will be issued.

Note: Please have the insured complete, sign and date the enclosed UM/UIM selection/rejection form(s) required in your state. Return them to us along with the VFIS order form. If we don't receive them, we may have to issue the policy with different UM/UIM limits than were quoted, in order to comply with statutory or regulatory requirements.

IMPORTANT: As a condition of accepting this quote, the applicant agrees to comply with the enclosed requirement regarding vehicle(s) # 2, 1998 LTI AD, #43 2015 Pierce AD, #45, 2015 Pierce AD. If the needed documentation indicating successful inspection and testing is not submitted within 120 days, coverage for that vehicle (those vehicles) will be deleted at that time.

Aerial Device Requirements

The factfinder indicates that your organization owns or operates an aerial device. VFIS' claims history shows that aerial devices may collapse or malfunction if they are damaged or not properly maintained. There are two primary causes for aerial device failures. First is metal fatigue due to age, misuse or undetected damage. The second is improper maintenance. Both of these causes of loss are identifiable and the results are largely preventable.

VFIS requires that as part of your maintenance program, aerial devices be inspected annually and subjected to non-destructive testing and certified at least every five years.

In general terms the maintenance and testing program should include:

- **Annual Visual Inspection** - A documented inspection by qualified department personnel or a third party, for the detection of any visible defects, damage, leakage, improper maintenance or improperly secured parts. Components to be inspected are the ladder/bucket, turntable, stabilizers/outriggers, and hydraulic systems.
- **Annual Operational Tests** - These should verify all moving parts and components are in good working order.
- **Load Testing** - Conducted in conjunction with the manufacturers' specifications and NFPA Standard 1911, a load test determines if there is any unacceptable deflection or drifting of the aerial device or hydraulic systems.
- **Non-Destructive Testing** - A qualified third party must conduct the non-destructive testing. The term is a general classification for one of several methods that can be used to inspect structural components without physically altering or damaging the apparatus. These could include but are not limited to liquid penetrant inspection, magnetic particle inspection, and radiography and ultrasonic tests.

If your organization has a test certificate for a non-destructive test that is not more than 4 years old, please forward a copy of the certificate to your VFIS agent within the next **60 days**.

If your current test certificate is more than 4 years old, or if your aerial device has never been tested, VFIS requires that you have the aerial device tested to NFPA Standard 1911 requirements. The test certificate and/or the detailed written results of the test should be forwarded to your VFIS agent within **120 days** from the date your coverage is bound.

Failure to properly test or maintain your aerial device could lead to damage to your equipment and injury to your personnel. **It will also result in loss of insurance coverage on the vehicle.**

STATE-SPECIFIC FRAUD WARNING NOTICES

Alabama Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Arkansas Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information on an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Fraud Warning

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

Florida Fraud Warning

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas Fraud Warning

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Kentucky Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland Fraud Warning

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Hampshire Statement of Residency

To procure automobile insurance, I hereby attest that I am, and each named insured is, a resident of the State of New Hampshire. I understand that if I falsely claim for myself or any named insured to be a resident of the State of New Hampshire, I am subject to prosecution, imprisonment of up to one year, a fine of \$2,000 and the denial of coverage for any loss, not occurring in New Hampshire, under the automobile insurance policy for which I am applying. I also understand that this statement will be relied upon in connection with future renewals of the automobile insurance policy for which I am applying, and that it is my responsibility to inform my insurance company before my next renewal after I or any named insured ceases to be a New Hampshire resident and that I will be subject to the penalties listed above if I fail to do so.

New Jersey Fraud Warning

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York Fraud Warning

Commercial Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

Ohio Fraud Warning

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Warning

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Warning

Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

Pennsylvania Fraud Warning

All Types of Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Motor Vehicle Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.

Rhode Island Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Tennessee Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Vermont Fraud Warning

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Virginia Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Washington Fraud Warning

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

West Virginia Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CALIFORNIA UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Applicant/Named Insured:
Company:

California law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

A. Mandatory Offer Of Bodily Injury Uninsured Motorists Coverage

Please indicate your choices by initialing next to the appropriate item(s) below.

1. Selection Of Bodily Injury Uninsured Motorists Coverage

<p>(Initials)</p> <p>_____</p>	<p>I select Bodily Injury Uninsured Motorists Coverage at limits equal to the limits of my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage.</p>
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2. Rejection Of Bodily Injury Uninsured Motorists Coverage

The California Insurance Code requires that we provide you with the following information:

"The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to delete the coverage completely or to delete the coverage when a motor vehicle is operated by a natural person or persons designated by name. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, which the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code".

(Initials)	
_____	I reject Bodily Injury Uninsured Motorists Coverage entirely.
_____	I delete Bodily Injury Uninsured Motorists Coverage only with respect to the following individuals:
	(Name of Excluded Driver(s))

3. Lower Limit(s) For Bodily Injury Uninsured Motorists Coverage

The California Insurance Code requires that we provide you with the following information:

"The California Insurance Code requires an insurer to provide uninsured motorists coverage in each bodily injury liability insurance policy it issues covering liability arising out of the ownership, maintenance, or use of a motor vehicle. Those provisions also permit the insurer and the applicant to agree to provide the coverage in an amount less than that required by subdivision (m) of Section 11580.2 of the Insurance Code but not less than the financial responsibility requirements. Uninsured motorists coverage insures the insured, his or her heirs, or legal representatives for all sums within the limits established by law, which the person or persons are legally entitled to recover as damages for bodily injury, including any resulting sickness, disease, or death, to the insured from the owner or operator of an uninsured motor vehicle not owned or operated by the insured or a resident of the same household. An uninsured motor vehicle includes an underinsured motor vehicle as defined in subdivision (p) of Section 11580.2 of the Insurance Code".

(Initials)

I reject Bodily Injury Uninsured Motorists Coverage at limits equal to my Bodily Injury Liability Coverage (split limits) or Combined Single Limit for Liability Coverage and I select the following lower limits.

(Choose one):

(Initials)	Split Limits	OR	(Initials)	Combined Single Limit
_____	\$ 15,000/30,000		_____	\$ 30,000
_____	20,000/40,000		_____	40,000
_____	25,000/50,000		_____	50,000
_____	30,000/60,000		_____	60,000
_____	50,000/100,000		_____	100,000
_____	100,000/300,000		_____	250,000
_____	250,000/500,000		_____	300,000
_____	500,000/1,000,000		_____	500,000
_____	\$ _____		_____	1,000,000
	(Other)		_____	\$(Other)

B. Mandatory Offer Of Property Damage Uninsured Motorists Coverage

Uninsured Motorists Coverage may also include Property Damage Uninsured Motorists Coverage. Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages for injury to or destruction of a covered auto caused by an automobile accident which an insured is legally entitled to recover from the owner or operator of certain types of uninsured motor vehicles. However, Property Damage Uninsured Motorists Coverage is available only:

1. If you have not rejected Bodily Injury Uninsured Motorists Coverage; and
2. For autos for which you have not purchased Collision Coverage.

Please indicate your choices by initialing next to the appropriate item(s) below.

<p>(Initials) _____</p>	<p>I select Property Damage Uninsured Motorists Coverage at a limit of \$3,500 for each accident for the following vehicle(s):</p> <p>(Specify Year/Make/Model)</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>(Initials) _____ _____</p>	<p>I reject Property Damage Uninsured Motorists Coverage entirely.</p> <p>I delete Property Damage Uninsured Motorists Coverage only with respect to the following individuals:</p> <p>(Name of Excluded Driver(s))</p> <p>_____</p> <p>_____</p>

Applicant's/Named Insured's Signature

Date

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT
AMERICAN ALTERNATIVE INSURANCE CORP. via VFIS QUOTES SUMMARY
2018 - 2019**

	PREMIUM		PREMIUM		PREMIUM
OPTION #1 -		OPTION #4 -		OPTION #7 - <i>No Buildings coverage</i>	
Property (Bldgs. & Contents) - \$1,000 ded.	\$ 43,847	Property (Bldgs. & Contents) - \$5,000 ded.	\$ 35,188	Property (Contents) - \$1,000 ded.	\$ 724
Crime	\$ 946	Crime	\$ 946	Crime	\$ 946
Portable Equip. - \$1,000 ded.	\$ 2,045	Portable Equip. - \$5,000 ded.	\$ 1,139	Portable Equip. - \$1,000 ded.	\$ 2,045
Auto - \$250 Comp/Collision ded.	\$ 36,139	Auto - \$500 Comp/Collision ded.	\$ 35,562	Auto - \$250 Comp/Collision ded.	\$ 36,139
General Liability	\$ 23,143	General Liability	\$ 23,143	General Liability	\$ 23,143
Management Liability	\$ 27,484	Management Liability	\$ 27,484	Management Liability	\$ 27,484
Excess Liability	\$ 27,199	Excess Liability	\$ 27,199	Excess Liability	\$ 27,199
TOTAL ANNUAL PREMIUM -	\$ 160,803	TOTAL ANNUAL PREMIUM -	\$ 150,661	TOTAL ANNUAL PREMIUM -	\$ 117,680
OPTION #2 -		OPTION #5 -		OPTION #8 - <i>No Buildings coverage</i>	
Property (Bldgs. & Contents) - \$1,000 ded.	\$ 43,847	Property (Bldgs. & Contents) - \$5,000 ded.	\$ 35,188	Property (Contents) - \$1,000 ded.	\$ 724
Crime	\$ 946	Crime	\$ 946	Crime	\$ 946
Portable Equip. - \$1,000 ded.	\$ 2,045	Portable Equip. - \$5,000 ded.	\$ 1,139	Portable Equip. - \$1,000 ded.	\$ 2,045
Auto - \$1,000 Comp/Collision ded.	\$ 34,654	Auto - \$1,000 Comp/Collision ded.	\$ 34,654	Auto - \$1,000 Comp/Collision ded.	\$ 34,654
General Liability	\$ 23,143	General Liability	\$ 23,143	General Liability	\$ 23,143
Management Liability	\$ 27,484	Management Liability	\$ 27,484	Management Liability	\$ 27,484
Excess Liability	\$ 27,199	Excess Liability	\$ 27,199	Excess Liability	\$ 27,199
TOTAL ANNUAL PREMIUM -	\$ 159,318	TOTAL ANNUAL PREMIUM -	\$ 149,753	TOTAL ANNUAL PREMIUM -	\$ 116,195
OPTION #3 -		OPTION #6 -		OPTION #9 - <i>No Buildings coverage</i>	
Property (Bldgs. & Contents) - \$1,000 ded.	\$ 43,847	Property (Bldgs. & Contents) - \$5,000 ded.	\$ 35,188	Property (Contents) - \$1,000 ded.	\$ 724
Crime	\$ 946	Crime	\$ 946	Crime	\$ 946
Portable Equip. - \$1,000 ded.	\$ 2,045	Portable Equip. - \$5,000 ded.	\$ 1,139	Portable Equip. - \$1,000 ded.	\$ 2,045
Auto - \$2,000 Comp/Collision ded.	\$ 33,304	Auto - \$2,000 Comp/Collision ded.	\$ 33,304	Auto - \$2,000 Comp/Collision ded.	\$ 33,304
General Liability	\$ 23,143	General Liability	\$ 23,143	General Liability	\$ 23,143
Management Liability	\$ 27,484	Management Liability	\$ 27,484	Management Liability	\$ 27,484
Excess Liability	\$ 27,199	Excess Liability	\$ 27,199	Excess Liability	\$ 27,199
TOTAL ANNUAL PREMIUM -	\$ 157,968	TOTAL ANNUAL PREMIUM -	\$ 148,403	TOTAL ANNUAL PREMIUM -	\$ 114,845
VFIS premiums are INCLUDING Terrorism.					



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Lease Agreements – Fire Facilities

RECOMMENDATION

Receive update on the development of the lease agreements for San Mateo Consolidated Fire Department (SMC Fire) from the City of Foster City, the Belmont Fire Protection District and the City of San Mateo.

EXECUTIVE SUMMARY

Attorney Bill Ross and his staff have been working with the attorneys for the three JPA member agencies to develop lease agreements for the use of each agencies Fire facilities. The facilities subject to the proposed leases are required by San Mateo Consolidated Fire department to provide Fire, rescue, emergency medical, fire prevention and emergency preparedness services to the three communities. Separate agreements providing SMC Fire for access to the fueling systems located within the jurisdiction of each member agency will be developed as well

The following Fire Facilities are subject to the lease agreements:

Belmont Fire Protection District:

Fire Station 14 - Granada St.
Fire Station 15 - Cipriani Blvd

City of Foster City

Fire Station 28 - 1040 E. Hillsdale Blvd (Administrative Offices included)

City of San Mateo

Fire Station 21 - S. Ellsworth St
Fire Station 23 - 27th Ave
Fire Station 24 - E. 4th Ave
Fire Station 25 - Barneson Ave
Fire Station 26 - Marina Ct.
Fire Station 27 - De Anza Blvd

BACKGROUND

Pursuant to Sections 2.10 and 2.18 of the JPA agreement the Department has substantially agreed to the terms of the draft lease agreement attached to this report.

The member agencies will continue to pay for insurance and maintenance of the grounds, buildings and required systems, such as plumbing, electrical and HVAC. SMC Fire will pay for personal property insurance and will maintain the interior of the buildings.

FISCAL IMPACT

Facilities will be leased to SMC Fire by the member agencies for \$1 dollar annually. Insurance and maintenance of the buildings and grounds will continue to be an expense of the member agencies.

ATTACHMENTS

- A. Draft lease agreement between SMC Fire and each of the member agencies for the use of the Joint Facilities per Sec. 2.18 of the JPA agreement.

**LEASE AGREEMENT BETWEEN THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AND CITY
OF _____ FOR FIRE STATION _____**

This Lease Agreement (“Agreement”) is entered into as of _____, 2018, by and between the _____ (the “Owner”), and the San Mateo Consolidated Fire Department (“Department”). Owner and Department may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. On November 22, 2017, the City of San Mateo, City of Foster City/Estero Municipal Improvement District, and the Belmont Fire Protection District (collectively, the “Member Agencies”) entered into a Joint Powers Agreement establishing the Department, and that agreement was subsequently amended by the Member Agencies on September 11, 2018 (“JPA Agreement”).
- B. Department is the Joint Powers Authority (“JPA”) authorized to provide fire protection, prevention, and emergency response services within its jurisdiction.
- C. Owner is a Member Agency participating in the JPA that comprises the Department and receives fire services from the Department.
- D. To perform its functions, Department requires fire stations and other capital facilities and equipment.
- E. As a member of JPA, Owner seeks to lease certain facilities to the Department for use in providing fire protection services within the Department’s jurisdiction.

NOW, THEREFORE, in consideration of the provision of fire service and the recitals and the mutual promises contained herein, Owner and Department agree as follows:

**ARTICLE 1
DESCRIPTION OF PREMISES**

1.1 Premises. Owner hereby leases to Department, and Department leases from Owner, the certain fire stations and the parcels upon which the fire stations are located at the addresses shown in Exhibit A (the “Premises”). The Premises are further described in the Legal Description included in Exhibit A, which is incorporated fully by this reference.

1.2 Relocation. Owner anticipates moving Fire Station No. 25 to a new location. In the event that Owner relocates an existing fire station, Owner shall have the right upon at least 180 days’ prior written notice to Department to relocate Department and to substitute for the Premises other space in the vicinity containing at least as much square footage as the leased Premises. Owner shall improve such substituted space, at its expense, with improvements at

least equal to those in the Premises as of the date of the proposed relocation. Owner shall pay all reasonable third-party expenses incurred in connection with, and caused by, such relocation. In the event of relocation, the parties agree to amend Exhibit A to this Lease.

1.3 Authorized Uses. Department may, in its sole discretion, use all of the Premises for any and all purposes reasonably related to and/or incidental to the provision of fire protection, fire prevention, and emergency response services, or other such legally-authorized activities within the scope of the Department's activities, goals, or administration.

ARTICLE 2 TERM AND TERMINATION

2.1 Effective Date. This Agreement is effective January 13, 2018 ("Effective Date").

2.2 Term. The term of this Agreement shall be coterminous with the term of the Joint Powers Agreement, unless terminated earlier or extended consistent with the provisions of this Agreement.

2.3 Termination. This Agreement shall remain in effect until the earliest of the following:

- (a) The Expiration and non-renewal of the Agreement's Term;
- (b) The Agreement is Terminated by written mutual agreement by the Parties;
- (c) A Party materially defaults on the terms of the Agreement and fails to timely cure the default after being given written notice; or

2.4 Owner withdraws from the JPA comprising the Department, consistent with the terms of the JPA Agreement between the participating agencies, as amended.

ARTICLE 3 CONDITION OF PREMISES

3.1 Maintenance and Repair.

- (a) Department shall, at all times during the lease, clean, keep, and maintain in good order, condition, and repair, the Premises, including, but not limited to: (i) all plumbing and sewage facilities located within the Premises (including all sinks, toilets, faucets, and drains), and all fixtures, interior walls, floors, carpets, and ceilings; (ii) all windows, doors, entrances, and plate glass located within the Premises but not including the exterior building windows; and (iii) any automatic fire extinguisher equipment in the Premises. Department shall: (i) maintain and repair (but not replace), when necessary, all HVAC equipment installed by Owner which serves only the Premises, and shall keep the same in good condition

through regular inspection and servicing; and (ii) maintain continuously throughout the lease term a service contract for the maintenance of all such HVAC equipment, when installed by Department, with a licenses HVAC repair and maintenance contractor. Department shall maintain the landscaping in good and sightly condition, shall promptly replace any plantings which are dead or otherwise in need of replacement, and shall cause any accumulated trash debris to be removed on a regular basis. Department shall be responsible for periodic maintenance, to include window washing with reasonable frequency; janitorial services; toilet room supplies; and elevator service consisting of non-attended automatic elevators. Department shall repair any damage to the Premises caused by the negligent or wrongful conduct of Department's employees or contractors.

- (b) Owner shall repair and maintain the roof, exterior, and structural parts of the building and utility facilities (to the extent Department is not required to so maintain)..
- (c) Department shall give Owner access to the station interiors for inspections when requested by Owner.

3.2 Installation of Equipment and Fixtures. During the term of this Agreement, Department may install any equipment or fixtures that are necessary and incidental to the authorized uses stated in Agreement Section 1.3.

3.3 Utilities. Department shall pay for all utilities it consumes at the Premises, including water, electricity, gas, and telecommunications.

ARTICLE 4 HAZARDOUS MATERIALS

Department shall not release or dispose of any hazardous material on the Premises or the property of which the Premises are a part. However, Department is permitted to make use of such hazardous materials that are required to be used on the normal course of Department's operations provided that Department complies with all applicable Laws related to the hazardous materials. Department is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Department.

ARTICLE 5 TAXES

Taxes on Department's Property. Department shall pay, before delinquency, any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed against Department or the Department's property situated within the Premises, which become due during the lease term as a result of the Department's use of the Premises. Department acknowledges and understands that the property and building may be exempt from property

taxation, because the Owner is a public entity, but that a property tax on Department's possessory interest, if any, in the Premises may be levied directly on the Department.

ARTICLE 6 INDEMNIFICATION

6.1 Indemnity. Department shall indemnify, defend, and hold harmless Owner, its elected and appointed officials, officers, employees, agents, contractors, and attorneys from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the proportional extent directly or proximately resulting from Department's use of the Premises pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Owner, its elected and appointed officials, officers, employees, agents, or contractors. Owner shall promptly notify Department of any claim, action or proceeding covered by this Section. Department will in no event be liable for indirect, punitive, special, or consequential damages.

6.2 Indemnity. Owner shall indemnify, defend, and hold harmless Department, its elected and appointed officials, officers, employees, agents, contractors, and attorneys from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the proportional extent directly or proximately resulting from Owner's obligations undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the Department, its elected and appointed officials, officers, employees, agents, or contractors. Department shall promptly notify Department of any claim, action or proceeding covered by this Section. Owner will in no event be liable for indirect, punitive, special, or consequential damages.

ARTICLE 7 INSURANCE

7.1 Liability Insurance. Department shall obtain and maintain during the duration of this Agreement at its sole cost and expense insurance the insurance set forth in Exhibit B to this Lease.

7.2 Property Insurance. Owner shall obtain and maintain during the duration of this Agreement at its sole cost and expense property insurance for the Premises, the terms and amounts of which shall be to the reasonable satisfaction of the Parties.

ARTICLE 8 DEFAULT

8.1 Default and Right to Cure. Should Department default in the performance of any obligation to be performed under this Agreement, Owner shall give written notice of such default

and Department shall have thirty (30) days from the date that notice is received to cure and correct such default. In the event of any default which continues for 30 days after notice from Owner to Department, or if Department abandons the Premises prior to the expiration of the term provided for in this Lease, the Owner may at its option pursue the Default Remedies contained in this Lease.

8.2 Default Remedies. If a default shall occur and continue, then in addition to any other remedies available to Owner at law or in equity, Owner shall have the immediate option to terminate this Lease and bring suit against Department and recover as an award in such suit the following:

(a) any amount necessary to compensate Owner for all the detriment proximately caused by Department's failure to perform its obligations under this Lease; and

(b) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Mediation. Should any dispute arise out of this Agreement, either party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

9.2 Non-assignability. Both parties recognize that this Agreement cannot be transferred, assigned, or subleased by Department without the prior written consent of Owner, which shall not be unreasonably withheld.

9.3 Department's Obligations Upon Vacating Premises. Upon termination of this Agreement, Department shall: (a) give Owner copies of all keys or opening devices to the Premises; (b) vacate Premises and surrender it to Owner empty of all persons and personal property; (c) vacate all parking and storage spaces; (d) deliver Premises to Owner in its original condition; and (e) clean Premises. All improvements installed by Department, with or without Owner's consent, become the property of Owner upon termination. Owner may nevertheless require Department to remove any such improvement that did not exist at the time possession was made available to Department.

9.4 Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

Owner: _____

Permittee: San Mateo Consolidated Fire Department
Attn: Fire Chief

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

9.5 Attorneys' Fees. If legal action is brought by either Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to recover reasonable attorneys' fees and court costs in an amount not to exceed \$5,000. The above \$5,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5,000 for attorneys' fees arising out of an action, or actions, to enforce this Lease.

9.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, assigns and transferees.

9.7 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either Party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the Party making the waiver.

9.8 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

9.9 Binding on Successors. This Lease shall be binding upon, and inure to the benefit of, the assignees and successors to the parties.

9.10 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the California Superior Court of San Mateo County for actions brought in state court, and the United States District Court for the Northern District of California if brought in federal court.

9.11 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination, indemnification, limits of liability, attorneys' fees and waiver shall survive termination of this Agreement.

9.12 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

9.13 Exhibits. All Exhibits referenced in this Agreement are hereby incorporated as though set forth in full herein.

9.14 Drafting. The Parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting Party in accordance with California Civil Code Section 1654, and that each Party to this Agreement waives the effect of such statute.

9.15 Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

[OWNER]

**SAN MATEO CONSOLIDATED FIRE
DEPARTMENT**

By: _____

By: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Department Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
William D. Ross, Department Counsel

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

Attached behind this page are addresses and Assessor Parcel Numbers (APN's) indicating the location of the Premises covered by this Agreement.

Station #21

120 South Ellsworth Avenue
San Mateo, CA 94401

APN: 034-151-090

Station #23 / Battalion Chief's Office

31 W. 27th Ave
San Mateo, CA 94403

APN: 039-381-010

Battalion Chief's Office

31 West 27th Avenue
San Mateo CA 94403

APN: 039-381-010

Station #24

319 South Humboldt St
San Mateo, CA 94403

APN: 033-135-040 (319 S. Humboldt)

****Note: 319 S. Humboldt Street did not pull up but I was able to find an old PA# which included the APN. When I do a search using the APN, still nothing pulls up. I do not know if this APN is active/valid. I will do additional research and will get back to you.**

Station #25

545 Barneson Avenue
San Mateo, CA 94402

APN: 034-391-210

Station #26

1500 Marina Court
San Mateo, CA 94403

APN: 040-150-100

Station #27

1801 DeAnza Boulevard
San Mateo, CA 94402

APN: 041-442-020

EXHIBIT B:

Insurance Requirements for Departments

Department shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Department's operation and use of the leased premises. The cost of such insurance shall be borne by the Department.

- **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and a general aggregate limit of no less than **\$10,000,000**. Department shall also maintain an excess liability or umbrella policy of at least **\$10,000,000** per occurrence and an annual aggregate of **\$20,000,000**.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for Departments with employees).
3. **Property Insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Department maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

- **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status**

The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Department including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Department's insurance (at least as broad as ISO Form CG 20 10.)

- Primary Coverage

For any claims related to this contract, the Department's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Department's insurance and shall not contribute with it.

- Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Owner.

- Waiver of Subrogation

Department hereby grants to Owner a waiver of any right to subrogation which any insurer of said Department may acquire against the Owner by virtue of the payment of any loss under such insurance. Department agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

- Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Owner.

- Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Department shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Department shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.

- Verification of Coverage

Department shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Department's

obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- Special Risks or Circumstances

Owner reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, San Mateo (Shared Fire Services)
Ann Ritzma, Foster City Human Resources Director

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Compensation and Benefit Plans, Memorandum of Understanding and Employee Resolution
for the San Mateo Consolidated Fire Department and Salary Schedule for all positions

RECOMMENDATION

Approve the Compensation and Benefit Plans, Memorandum of Understanding and Employee Resolution for the San Mateo Consolidated Fire Department for the Unrepresented Employees; Firefighters and Fire Captains; General Employees; Part-time Employees; Management Employees; Deputy Fire Chiefs and Battalion Chiefs and corresponding Salary Schedule for all positions.

EXECUTIVE SUMMARY

Over the past two years, staff and IEDA have been working with prospective employees to develop master compensation and benefit plans. The compensation and benefit plans are the base document for both salary and benefits (medical, dental, vision, life insurance) as well as leaves, seniority and other provisions of employment provided by the Fire Department. The documents represent a blend of the three member agencies contracts, memorandums of understanding and benefit plans. IEDA concluded meetings with all of the prospective employee groups in August and the presented the final compensation and benefit plans for their review in September.

The firefighters and fire captains, represented by members of three member agencies and IAFF Local 2400, met thirty-three times over the past two years to finalize the provisions of a Memorandum of

Understanding. With IAFF representation, the tentative provisions of the MOU were reviewed and approved by a majority vote of the fire fighters and fire captains.

The SMC Fire Board met in closed session on October 10, 2018 to review the proposed compensation and benefit plans and the tentative MOU for firefighters and fire captains. Per Board direction, the final compensation and benefit plans and the tentative MOU are being recommended for Board approval.

The labor group, association or individual employees representing all current employees of the current San Mateo, Foster City and Foster City were fully briefed on the provisions of the salary and benefits associated with their position.

The salary ranges for each of the positions in the compensation and benefit plans and Memorandum of Understanding have been compiled into the Department's Salary Schedule for approval by the Fire Board. With the approval of the compensation and benefit plans, MOU and salary schedule, the Department can provide offer letters to prospective employees with salary and benefit information.

BACKGROUND

An integral part of the successful creation of the San Mateo Consolidated Fire Department was the ability of staff and labor to effectively merge the existing salary and benefits of three different agencies without adversely impacting individuals or the new Department's budget. Key to the merging of benefits was securing legislation that allowed the JPA to keep the pension provisions of each employee transferring to the new JPA and to blend the labor contracts from the existing agencies. Staff, IEDA (the JPA's negotiator) and labor have worked over the past two years to develop documents that reflect the input from prospective employees and provide the new JPA with longer term salary and benefit agreements that provide stability and financial predictability.

The blended compensation and benefit plans were developed for prospective employees who may or may not decide to be represented once they become an employee of the JPA. If they elect to be represented, per the Employer-Employee Relations Resolution process, the compensation and benefit plan provides the base for the negotiation of a future labor agreement. For firefighters and fire captains, who are currently represented by IAFF Local 2400 in all three member agencies, there was agreement to develop a Memorandum of Understanding (MOU) for the new JPA. The MOU is the product of thirty-three meetings, a three day retreat and extensive work by labor to combine salaries, benefits and other terms and conditions of employment.

Each of the compensation and benefit plans includes a salary schedule for the positions represented in that plan as well as the MOU for firefighters and fire captains. All agencies in the CalPERS pension system must have a single salary schedule that is approved and adopted by the governing board in a public meeting and then posted for public review. The SMCFD salary schedule will be effective on January 1, 2019. The position of Fire Chief will be added to the salary schedule when the Board approves an employment agreement/resolution.

FISCAL IMPACT

The cost of benefits and salaries in the compensation and benefit plans and the MOU are reflected in the budget for the SMCFD.

ATTACHMENTS

Resolution & Salary Schedule Exhibit

- A. Deputy Fire Chief Resolution
- B. Fire Battalion Chief Compensation and Benefit Plan
- C. Memorandum of Understanding, San Mateo County Firefighters, Local 2400
- D. Management Compensation and Benefit Plan
- E. General Employee Compensation and Benefit Plan
- F. Firefighter Trainee
- G. Part-Time (Hourly, Per Diem) Compensation and Benefit Plan
- H. Salary Schedule SMCFD January 1, 2019

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING THE COMPENSATION AND BENEFIT PLANS, MEMORANDUM OF UNDERSTANDING AND DEPUTY FIRE CHIEF RESOLUTION AND SALARY SCHEDULE FOR ALL POSITIONS

WHEREAS, the San Mateo Consolidate Fire Department has met with prospective employees and the San Mateo County Firefighters, Local 2400 to develop compensation and benefit plans and a Memorandum of Understanding that blends the existing benefits and salaries of the three member agencies; and

WHEREAS, prospective employees have reviewed the compensation and benefit plans, Memorandum of Understanding and Employee Resolution and a summary of each was reviewed by the San Mateo Consolidate Board of Directors on October 10, 2018; and

WHEREAS, the San Mateo Consolidated Fire Department must establish a salary schedule for each position in the San Mateo Consolidated Fire Department per the established compensation and benefit plans, Memorandum of Understanding and Employee Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Mateo Consolidated Fire Department hereby approves the:

- Deputy Fire Chief Resolution
- Fire Battalion Chief Compensation and Benefit Plan
- Memorandum of Understanding, San Mateo County Firefighters, Local 2400
- Management Compensation and Benefit Plan
- General Employee Compensation and Benefit Plan
- Firefighter Trainee Compensation and Benefit Plan
- Part-Time (Hourly, Per Diem) Compensation and Benefit Plan

and approves the salary schedule that incorporates the salary ranges identified in the plans, MOU and employee resolution hereto as an "Exhibit" and by this reference made a part hereof.

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 1st day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JOE GOETHALS, CHAIR

ATTEST:

MATTHEW LUCETT, SECRETARY

Exhibit

**San Mateo Consolidated Fire Department – Salary Schedule – Fulltime
Effective January 13, 2019**

Title	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Deputy Fire Chief	NA	\$16,682.51	\$17,516.63	\$18,392.47		
Fire Battalion Chief	NA	\$13,180	\$13,839	\$14,531	\$15,257	\$16,020
Fire Marshall	NA	\$12,472.73	\$13,027.58	\$13,616.21	\$14,228.02	\$14,869.38
Firefighter	\$7,969.50	\$8,307.29	\$8,672.28	\$9,066.21	\$9,480.40	\$9,906.18
Fire Captain	NA	\$10,589.79	\$11,073.50	\$11,571.70	NA	NA
Fire Prevention Inspector I		\$8,201.36	\$8,960.68	\$8,569.66	\$9,364.12	\$9,784.12
Fire Prevention Inspector II		\$9,022.76	\$9,850.34	\$9,428.27	\$10,293.09	\$10,758.60
Deputy Fire Marshall		\$10,377.92	\$10,837.23	\$11,335.84	\$11,844.81	\$12,374.47
Business Manager		\$9,252.42	\$9,668.00	\$10,103.77	\$10,557.93	\$11,032.50
Management Analyst I		\$6,488.82				\$ 8,281.65
Management Analyst II		\$7,062.41				\$ 9,020.04
Management Coordinator		\$5,925	\$6,221	\$6,532	\$ 6,859	\$ 7,202
Administrative Assistant		\$5,236	\$5,473	\$5,716	\$5,973	\$6,243
Administrative Technician		\$6,335	\$6,616	\$6,916	\$7,232	\$7,553
Office Assistance I		\$3,975	\$4,152	\$4,333	\$4,532	\$4,735
Office Assistance II		\$4,793	\$5,032	\$5,284	\$5,548	\$5,826
Firefighter Trainee (56)			\$6,972.01	\$7,287.70		
Firefighter Trainee (40)			\$6,972.40	\$7,286.89		

**San Mateo Consolidated Fire Department – Salary Schedule – Parttime/Hourly
Effective January 13, 2019**

Hourly/Part-time/Seasonal	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Central Services Worker/Per Diem		\$19.03				
Fire Chief Specialist/Per Diem		\$101.74	\$106.83	\$112.17		
Fire Marshall/Per Diem		\$59.86	\$62.52	\$65.41	\$68.34	\$71.38
Fire Prevention Inspector I/Per Diem		\$47.31	\$49.45	\$51.70	\$54.03	\$56.44
Intern		\$15.00				\$30.00
Office Assistant I/Per Diem		\$22.93	\$22.95	\$25.00	\$26.14	\$27.33
Office Assistant II/Per Diem		\$25.20	\$26.37	\$27.54	\$28.77	\$30.06

**SAN MATEO CONSOLIDATE FIRE DEPARTMENT
RESOLUTION NO. ____ (2018)**

APPROVING DEPUTY FIRE CHIEFS COMPENSATION PLAN

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

WHEREAS, a consolidated compensation plan specific to the Deputy Fire Chiefs is being set forth in this resolution; and

WHEREAS, this is within the amount budgeted for salary increases for Deputy Fire Chiefs in the fiscal year 2018/2019 adopted budget;

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

The Deputy Fire Chief Compensation Plan are approved as follows, and salaries as set forth in Exhibit A attached hereto.

SALARY

Successful employee performance is a key factor in determining compensation.

A three step salary range has been established for the Deputy Fire Chief classification. The current salary ranges are listed in Exhibit A. Salary placement is based upon performance review and experience.

TEMPORARY UPGRADE PAY

In the event the Fire Chief determines that it is necessary to assign a Deputy Fire Chief to perform all of the duties of a higher paid classification for two or more consecutive workweeks, he/she shall receive payment for the higher classification for the entire duration of the assignment. The Fire Chief shall set the salary within the established salary range. Except with the approval of the Fire Chief, a temporary upgrade assignment shall not continue for longer than one year.

When an employee performs a significant portion but not all of the duties of a higher paid classification, the employee may petition the Fire Chief for a differential in pay of up to 10%, to be determined by duties assigned for this work out of class.

EDUCATIONAL INCENTIVE PAY

A Deputy Fire Chief in possession of a BA Degree shall receive one hundred twenty dollars (\$120) per pay period. To be eligible for educational incentive pay, the Deputy Fire Chief must

also complete a minimum of 24 hours of approved Level II or Level III California Fire Service Training and Educational System training or other equivalent formal training each year. Equivalent formal training is defined as training pre-approved by the Fire Chief. Training must be designed to enhance the management skills of the Deputy Fire Chief. The failure of an individual to obtain the required training during a fiscal year shall then terminate educational incentive payment for that person in the following fiscal year. If the employee is unable to complete the training within the fiscal year due to situations clearly beyond his/her control, the Fire Chief may waive the requirement.

PERSONAL TRAINING

Deputy Fire Chiefs are encouraged to attend instructional programs, conferences and seminars as available in the Department's budget. If the cost to attend exceeds \$2,000, attendance must be pre-approved by the Fire Chief.

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.

HOLIDAYS

The holidays to be observed are as follows:

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

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

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

Realizing that not all Deputy Fire Chiefs are able to take holidays when they fall, as determined by the Fire Chief, such managers shall be compensated for thirteen (13) holidays a year by being placed on a bi-weekly holiday factor. Holiday leave shall never accumulate to more than eighty (80) hours.

VACATION

Vacations are essential to the employee's welfare and they are granted by the Department to allow employees relaxation and rest from their duties. It is the policy of the Department not to allow the excess accumulation of vacation leave. All full-time employees shall be entitled to vacation leave with pay as provided below after completion of continuous service with the Department. The time at which an employee may take vacation shall take into consideration the needs of the Department.

Employees shall accrue a vacation allowance at the rate of 20 days per year for the first 12 years of service, 22.5 days per year for 13 through 23 years of service, and 25 days per year at the beginning of 24 years of service. The above allowances shall be pro-rated for employees beginning employment or leaving employment with the Department during a biweekly pay period.

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

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

Employees who leave employment shall be paid the straight-time salary equivalent in a lump sum for all accrued vacation leave earned. Such compensation for prorated vacation of separated employees shall be paid by adding or deducting from his or her final paycheck.

VACATION SELL BACK

An employee may make an irrevocable election to sell back to the City eighty (80) hours of accumulated vacation at the employee's established rate of pay per calendar year. At the time of election, the employee must already have taken a minimum of two (2) weeks' vacation in the preceding twelve (12) months.

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. Elected hours not

requested for distribution (sell back) by December 1 will be automatically distributed in the next pay period (sell back cannot be more than the hours available at time of distribution).

SICK LEAVE

The purpose of sick leave is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege which employees can exercise in the event of his/her bona fide illness or disability or in the event their presence away from work is essential because of illness, death or disability of their immediate family.

For full-time employees, leave shall be accrued at the rate of 3.7 hours for each biweekly pay period (12 days per year). Unused sick leave shall be accumulated. Any employee who is on paid leave shall continue to earn sick leave. An employee who is on leave without pay shall not accrue sick leave. Sick leave shall accrue during an absence due to a work related disability.

The Fire Chief new Deputy Fire Chiefs with up to 80 hours of sick leave upon hire. The Fire Chief is responsible for determining that only bona fide personal or family sick leave is taken, consistent with standards established by the Department. This may include the submission of a doctor's certificate with prior notice.

Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave, vacation, holiday, or executive leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee's family member.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Employee family member means parent, spouse, domestic partner, son, daughter, domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.

Not more than six (6) days of such protected sick leave shall be granted in any one (1) calendar year. However, if extenuating circumstances exist in the opinion of the Fire Chief, a reasonable extension of the six (6) day limit may be granted. Any additional leave so granted shall be charged against the worker's sick leave accumulation.

Family Care Leave

In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the Department will grant job protected unpaid family and medical leave to eligible workers for up to 12 weeks per rolling 12-month period.

Bereavement

In the event of a death in the immediate family, employees may take up to three (3) paid days (two (2) shifts for 56-hour employees). Bereavement Leave shall be tracked separately from Protected Sick Leave. In this context, immediate family 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.

DISABILITY LEAVE

The purpose of this Section is to continue the compensation of employees who must remain off their jobs as a result of disability occasioned or injury received as a result of the discharge of their duties as employees of the Department. The Fire Chief is responsible for determining that only bona fide disability leave is taken.

For each disability, employees shall be allowed disability leave up to and including sixty (60) working days. Such disability leave shall be at full pay, less the amount paid by Workers' Compensation. Disability in excess of that provided in this Section shall be compensated for only under the provisions of the Workers' Compensation Act of the State of California

If the sixty (60) working days is exhausted, additional time off may be charged to sick leave with the following exception; employees shall not be charged sick leave for that portion of their salary for which temporary disability payments are received under the State Worker's Compensation Law.

Additional compensation may be awarded by Resolution of the Board of Directors to employees disabled or injured in line of duty, if recommended by the Fire Chief.

JURY LEAVE

Employees required to report for jury duty shall be granted a leave of absence with pay from their assigned duties until released by the court, provided the employee notifies their Fire Chief immediately of the notice of jury duty.

MILITARY LEAVE

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

LEAVE OF ABSENCE WITHOUT PAY

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

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

LONG TERM DISABILITY INSURANCE

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 (66⅔%) of full basic monthly salary less any deductible benefits.

SOCIAL SECURITY

Social Security for miscellaneous employees is paid equally by the Department and the employee at 6.2% on the Social Security Wage Base,

Safety employees hired on or after April 1, 1986 pay 1.45% as the Medicare cost of Social Security.

RETIREMENT

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

Classic members with the 3% @ 50 Formula or 3% @ 55 Formula pay 50% of the total normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)2. New members of PERS hired after January 1, 2013 with the 2.7% @ 57 Formula pay 50% of the normal cost rate. The contributions toward employer rate will be pre-tax under 414(h)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 2019	Effective January 2020	Effective January 2021	Effective January 2022
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$827	\$876	\$929	\$985
Employee +1	\$1,654	\$1,753	\$1,858	\$1,969
Family	\$2,152	\$2,281	\$2,418	\$2,563

Attachment A

- 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 City plan. If an employee selects the No Plan option the Department's contribution shall be deposited to the employees deferred compensation account.
- Minimum contribution to be set at \$160 per month or the PERS MEC, whichever is greater. (this establishes the minimum retiree medical contribution at \$160 month)
- The maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family).
- If Local 2400 reopens the section regarding medical contributions, the Fire Chief or designee will meet with the Deputy Chief's to inform them of any modifications to the Local 2400 Flexible Benefit Department contributions and discuss the impacts of the modifications.
- If an employee selects a plan, other than Kaiser whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through pay roll deduction.
- If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's contribution shall be 10% of the selected plan's monthly premium.

Employees who opt out of health plan coverage through the Department must annually provide proof of insurance through a spouse, parent or state-registered domestic partner in order to be eligible for the "no plan" contribution amount.

LIFE INSURANCE

The City shall provide \$200,000 life insurance and \$200,000 accidental death and dismemberment insurance without regard to membership in any health plan.

DENTAL INSURANCE

The Department shall provide dental care benefits for employees and their dependents including domestic partners.

VISION INSURANCE

Vision Benefits include an annual exam, lenses, and frames with an annual deductible of twenty-five dollars (\$25).

MONTHLY AUTO ALLOWANCE OR MILEAGE ALLOWANCE

Upon Fire Chief approval certain Deputy Fire Chief shall receive a \$300.00 monthly auto allowance.

Employees that do not receive a monthly auto allowance and must use their private vehicles for official city business shall be reimbursed at the IRS established rate.

UNIFORM ALLOWANCE

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

DAMAGE REIMBURSEMENT

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

DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)

Employees are eligible to participate in the City-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.

Effective September 10, 2017, the RHSA Plan was modified regarding contributions and separation pay to reflect the following:

- 2% Employee contribution to RHSA
- 1% Department contribution to deferred compensation
- 100% of vacation leave, to RHSA upon separation from Department Service

PROFESSIONAL DUES

Upon request, the Department shall pay a reasonable amount for membership dues for one professional organization for each employee.

PERFORMANCE EVALUATIONS

Employee performance goals are set early in the evaluation year. A mid-year review of the employee's progress towards completing the performance goals should occur. A written evaluation shall be completed by the supervisor and reviewed with the employee at the end of the evaluation year.

PROBATIONARY PERIOD

The probationary period is the length of time required for an employee to become proficient in his/her position, and for the Fire Chief to adequately judge the proficiency. The standard probationary period shall be twelve months, but the Fire Chief may shorten or lengthen it by up to six months depending on the proven proficiency of the probationer.

CONTINUOUS SERVICE

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

EXECUTIVE LEAVE

Deputy Fire Chiefs shall accrue forty-eight (48) hours per year of executive leave, on a pay period basis. Executive leave shall have a maximum balance of eighty (80) hours. Deputy Fire Chiefs may sell back up to forty (40) hours per calendar year, following the procedures outlined in 'VACATION SELL BACK'.

The Fire Chief may authorize an up to an additional forty (40) hours of executive leave. This additional leave may be granted based on excessive hours, the value of the extraordinary effort, and the performance of the employee. The Fire Chief has full discretion in deciding whether to grant additional leave. In the event that the additional hours take the employee over the eighty (80) hour maximum, they must sell back any hours above the maximum accumulation allowable.

REEMPLOYMENT

Any permanent employee, separated from a position through resignation and without fault of delinquency on their 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 requirements for employment. Reemployed employees shall be subject to a probationary period, and may receive credit for former employment in the determination of the amount of vacation allowance, sick leave, other benefits and their salary step.

DISCIPLINARY ACTION

Employees who are safety personnel covered by the Firefighter Bill of Rights (FBOR) shall continue to have those rights afforded them.

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

Attachment A

Exhibit A: Salary

Effective September 9, 2018, the Deputy Fire Chiefs shall receive monthly salaries for their respective positions at a step within the monthly ranges indicated below.

JOB CODE	TITLE	STEPS	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL
2410	DEPUTY FIRE CHIEF	STEP 1	96.25	7,699.62	16,682.51	200,190.10
		STEP 2	101.06	8,084.60	17,516.63	210,199.60
		STEP 3	106.11	8,488.83	18,392.47	220,709.59

Salary is based on a 40-hour work week.

**SAN MATEO CONSOLIDATE FIRE DEPARTMENT
RESOLUTION NO. ____ (2018)
APPROVING DEPUTY FIRE CHIEFS COMPENSATION PLAN**

Table of Contents

SALARY	1
TEMPORARY UPGRADE PAY	1
EDUCATIONAL INCENTIVE PAY	1
PERSONAL TRAINING	2
LEAVE ACCRUALS	2
HOLIDAYS	2
VACATION	3
VACATION SELL BACK	3
SICK LEAVE	4
Protected Sick Leave	4
Family Care Leave	4
Bereavement	5
DISABILITY LEAVE	5
JURY LEAVE	5
MILITARY LEAVE	5
LEAVE OF ABSENCE WITHOUT PAY	5
LONG TERM DISABILITY INSURANCE	6
SOCIAL SECURITY	6
RETIREMENT	6
FLEXIBLE BENEFITS PLAN	6
LIFE INSURANCE	7
DENTAL INSURANCE	7
VISION INSURANCE	7
MONTHLY AUTO ALLOWANCE OR MILEAGE ALLOWANCE	8
UNIFORM ALLOWANCE	8
DAMAGE REIMBURSEMENT	8
DEFERRED COMPENSATION AND RETIREMENT HEALTH SAVINGS ACCOUNT (RHSA)	8
PROFESSIONAL DUES	8
PERFORMANCE EVALUATIONS	8
PROBATIONARY PERIOD	9
CONTINUOUS SERVICE	9
EXECUTIVE LEAVE	9
REEMPLOYMENT	9
DISCIPLINARY ACTION	9

Attachment A

Exhibit A: Salary 11

COMPENSATION AND BENEFITS PLAN
FOR
BATTALION CHIEFS

Effective January 13, 2019

AND

Expires June 30, 2022

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

TABLE OF CONTENTS

Contents

ARTICLE I WAGES AND BENEFITS	1
Section 1 - Wages	1
Section 2 - Retirement	1
2.1 Employee Retirement Contributions	2
2.2 Retirement Reopener	2
2.3 Merit Increases.....	2
Section 3 - Probationary Period	2
Section 4 - Special Pay and Allowance	3
4.1 Initial Uniform Allowance	3
4.2 Uniform Allowance	3
4.3 Standard Uniform	3
4.4 Educational Incentive Pay	3
4.5 Administrative Differential.....	3
4.6 Hazardous Materials Technician/Specialist/Assistant Safety Officer.....	4
Section 5 - City Provided Vehicles and Vehicle Allowances.....	4
Section 6 - Sick Leave	4
6.1 Sick Leave.....	4
6.2 Sick Leave Accrual.....	4
6.3 Doctor's Certification	4
6.4 Protected Sick Leave.....	5
6.5 Extended Sick Leave.....	5
Section 7 - Flexible Benefits Plan	5
Section 8 – Dental/Vision Insurance.....	6
8.1 Dental Insurance	6
8.2 Vision Insurance.....	7
Section 9 - Long Term Disability.....	7
Section 10 - Life Insurance.....	7

Attachment B

Section 11 - Deferred Compensation Plan 7

Section 12 - Pay for Temporary Assignment 7

Section 13 – Special Command Pay 7

Section 14 - Vision Care/Professional Development/Fitness Club (Gym) Memberships 8

Section 15 – Retiree Health Saving Plan 8

 15.2 Contribution 8

 15.3 Separation Pays 8

ARTICLE II HOLIDAYS 9

Section 1 - Official Department Holidays 9

Section 2 – Holiday In-Lieu Pay 9

ARTICLE III VACATION AND OTHER LEAVES10

Section 1 - Vacation Accrual & Use10

 1.1 Vacation Accrual for Fire Battalion Chiefs.....10

 1.1.1 Vacation Leave – 56 hour10

 1.1.2 Vacation Leave – 40 hour10

 1.2 Vacation Sell Back10

 1.2.1 Employees 56 Hour employees11

 1.2.1 40 Work employees11

Section 2 - Administrative Leave12

 2.1 Sell Back12

Section 3 – Recognition Leaves.....12

 3.1 Performance Component12

 3.2 Service Component.....12

Section 5 - Sick Leave Accrual & Use.....13

Section 6 - Leaves of Absence.....15

 6.1 Job Incurred Disability Leave15

 6.2 Leave of Absence without Pay15

 6.3 Jury Duty Leave15

 6.4 Military Leave.....16

Section 7 - Educational Release Time16

Section 8 - Dues Deduction.....16

Section 9 - Discipline16

Section 10 - Grievances.....17

Section 11 - Duration17

Attachment B

Attachment A.....18

Salary Chart.....18

**COMPENSATION AND BENEFITS PLAN
FOR
Battalion Chiefs**

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

**ARTICLE I
WAGES AND BENEFITS**

Section 1 - Wages

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

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

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

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

Section 2 - Retirement

Public safety Management Employees P.E.R.S. contributions shall be administered in accordance with Internal Revenue Code Section 414(h)(2).

The Department shall contract with P.E.R.S. to provide the 4th Level of 1959 Survivor Benefits.

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

"Classic Employees" (as defined by CalPERS) shall receive the 3.0% @ 55 retirement tier with pension calculated based on the average highest annual compensation over a

Attachment B

consecutive 36-month period, if they are hired by the Department between January 14, 2019 and May 13, 2019.

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

2.1 Employee Retirement Contributions

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

2.2 Retirement Reopener

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

2.3 Merit Increases

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

Section 3 - Probationary Period

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

Section 4 - Special Pay and Allowance

4.1 Initial Uniform Allowance

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

4.2 Uniform Allowance

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

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

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

4.3 Standard Uniform

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

4.4 Educational Incentive Pay

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

- Possession of a BA Degree shall entitle an employee to one hundred twenty dollars (\$120) per pay period.
- To be eligible for educational incentive pay, a Battalion Chief must complete a minimum of 24 hours of approved Level II or Level III California Fire Service Training and Educational System training or other equivalent formal training each year. Equivalent formal training is defined as training pre-approved by the Fire Chief. Training must be designed to enhance the management skills of the Battalion Chief. The failure of an individual to obtain the required training during a fiscal year shall then terminate educational incentive payment for that person in the following fiscal year. If the employee is unable to complete the training within the fiscal year due to situations clearly beyond his/her control, the Fire Chief may waive the requirement. Battalion Chiefs who attend training will receive \$70 per hour for training hours provided by an outside agency. The employees will receive the monies as a stipend after reimbursement is received by the JPA. The training stipends will be paid on June 1 of each year.

4.5 Administrative Differential

Employees in this unit that are assigned to a 40 hour Administrative Battalion Chief assignment shall receive a differential of 5.0% of base pay.

Attachment B

4.6 Hazardous Materials Technician/Specialist/Assistant Safety Officer

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

Section 5 - City Provided Vehicles and Vehicle Allowances

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

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

Section 6 - Sick Leave

6.1 Sick Leave

The purpose of this Section is to continue the compensation of employees who must remain off their jobs because of illness or disability. Such sick leave is a privilege, which the employee can exercise in the event of his/her bona fide illness or disability or in the event his/her presence away from work is essential because of illness, death or disability of immediate members of his/her family.

6.2 Sick Leave Accrual

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

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

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

6.3 Doctor's Certification

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

A doctor's certification may be required in all cases where the period of absence

Attachment B

exceeds five (5) consecutive working days or three (3) consecutive shifts.

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

6.4 Protected Sick Leave

Protected sick leave may be taken and if taken, shall be charged to sick leave for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Employee family means parent, spouse, domestic partner, son, daughter, or domestic partner's child, sibling, stepchildren, mother-in-law, father-in-law, grandparents and grandchildren.

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

6.5 Extended Sick Leave

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

Section 7 - Flexible Benefits Plan

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

	Effective January 2019	Effective January 2020	Effective January 2021	Effective January 2022
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Attachment B

No Plan	\$380	\$380	\$380	\$380
Employee Only	\$827	\$876	\$929	\$985
Employee +1	\$1,654	\$1,753	\$1,858	\$1,969
Family	\$2,152	\$2,281	\$2,418	\$2,563

- 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 City plan. If an employee selects the No Plan option the JPA contribution shall be deposited to the employees deferred compensation account.
- Minimum contribution to be set at \$160 per month or the PERS MEC, whichever is greater. (this establishes the minimum retiree medical contribution at \$160 month)
- The maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family).
- If Local 2400 reopens the section regarding medical contributions, the Fire Chief or his/her designee will meet with the BC's to inform them of any modifications to the Local 2400 Flexible Benefit JPA contributions and discuss the impacts of the modifications.
- If an employee selects a plan, other than Kaiser whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through pay roll deduction.
- If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's contribution shall be 10% of the selected plan's monthly premium.

Employees who opt out of health plan coverage through the Department must annually provide proof of insurance through a spouse, parent or state-registered domestic partner in order to be eligible for the "no plan" contribution amount above.

Section 8 – Dental/Vision Insurance

8.1 Dental Insurance

The Department shall provide for one hundred percent (100%) coverage on routine maintenance and eighty percent (80%) on minor and major dental work with a maximum payment of three thousand dollars (\$3,000) per eligible employee and covered dependent per year. A lifetime orthodontic benefit of three thousand five hundred dollars (\$3,500) shall be provided to eligible employee and dependents. The Department may self-insure to provide equal or better benefits.

Attachment B

8.2 Vision Insurance

The Department shall provide vision insurance for the eligible employee and covered dependents. Vision coverage shall provide annual exams, lenses and frames with a twenty-five dollars (\$25.00) annual deductible.

Section 9 - Long Term Disability

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

Section 10 - Life Insurance

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

Section 11 - Deferred Compensation Plan

The Department shall offer a voluntary deferred compensation plan available to all employees in accordance with Internal Revenue Code section 457. Information about the 457 Plan options is available on the Department's intranet. The plan year for Employee contributions to the 457 Plan is the calendar year, January 1 to December 31. The maximum voluntary contribution to any Employee's account shall be that amount established by law.

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

Section 12 - Pay for Temporary Assignment

An Employee appointed to a higher paid classification on an acting basis shall be paid at the first step of the higher pay range or at the step which is not less than 5% more than his/her current pay, provided the duration of the assignment is for 30 days or more and for purposes other than vacation relief and all of the duties of the higher paid class are performed.

Section 13 – Special Command Pay

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

Effective Date	Flat Amount for a full 24 hour Shift	Flat Amount for 18 hours	Flat Amount for 12 hours	Flat amount for 6 hours	Flat amount for 2 hours
July 2019	\$2,300	\$1,725	\$1,150	\$575	\$190

Attachment B

July 2020	\$2,400	\$1,800	\$1,200	\$600	\$200
July 2021	\$2,500	\$1,875	\$1,250	\$625	\$208

Section 14 - Vision Care/Professional Development/Fitness Club (Gym) Memberships

The Department will reimburse, upon presentation of the proper documentation as outlined below, up to \$200 per fiscal year (July 1 through June 30 of the following year) for the following items:

Professional Development: appropriate receipts for professional development expenses which may include the following: the cost of certificate programs, seminars, workshops, conferences; professional, civic, or community organizations; management-related books, tapes, or training programs. Reimbursement for such expenses must be approved in advance by the Fire Chief.

Fitness Club (Gym) Membership: appropriate receipts for fitness club (gym) membership expenses including membership fees and monthly dues, class fees or any other fees paid to the fitness club (gym) or any other provider. Reimbursement of any fitness club (gym) expense under this Section 14 is subject to Federal, State and Medicare taxes in accordance with IRS regulations.

Section 15 – Retiree Health Saving Plan

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

15.2 Contribution

Months of Service	Department Contribution	Employee Contribution
1 – 72	2.0%	1.0%
73 – 131	2.0%	1.0%
132 – 191	2.5%	2.0%
192 – 239	3.0%	2.0%
240 – 299	3.5%	2.5%
300+	4.0%	2.5%

Months of Service is defined as continuous service with the Department only. It does not include service time with City of San Mateo, Belmont Fire Protection District or City of Foster City/Estero Municipal Improvement District.

15.3 Separation Pays

Separation pay shall be contributed to this account in accordance with the Plan

Attachment B

design. Any employee separating within the term of this contract will have all of his/her eligible accrued leave balances paid out into his/her RHS account. The administration costs of maintaining this RHS account will be borne by the Department.

**ARTICLE II
HOLIDAYS**

Section 1 - Official Department Holidays

The following holidays are observed by the Department:

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

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

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

Section 2 – Holiday In-Lieu Pay

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

**ARTICLE III
VACATION AND OTHER LEAVES**

Section 1 - Vacation Accrual & Use

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

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

1.1 Vacation Accrual for Fire Battalion Chiefs

1.1.1 Vacation Leave – 56 hour

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

1.1.2 Vacation Leave – 40 hour

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

Employees shall accrue vacation leave only as it is earned. New Employees shall not be eligible to use any vacation leave, however, until after completion of their initial twelve months of employment.

1.2 Vacation Sell Back

Attachment B

1.2.1 Employees 56 Hour employees

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

Requests must be received by Payroll no later than December 31 for the following year elections. No employee can elect to sell back more than their annual vacation accrual. An employee must have the designated number of accumulated vacation available for sell back at the designated time frame. Employees may receive a cash payment for up to 72 hours of accumulated vacation during June of each year and the employee may receive a cash payment for up to 72 hours of accumulated vacation during November of each year for a maximum of 144 hours.

1.2.1 40 Work employees

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

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

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

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

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

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

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

Attachment B

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

Section 2 - Administrative Leave

Battalion Chiefs shall be credited with 80 hours of administrative leave annually. Administrative leave will be credited on December 1 and shall not be carried over past November 30 of the following year.

Administrative leave shall be prorated at the rate of 6.67 hours per month and may be used in advance subject to deduction from final paycheck should the Employee not complete the full year (12/1 - 11/30). Upon appointment, new Employees shall receive this leave on the same prorated basis.

Administrative leave shall be taken at the discretion of the Employee contingent upon approval by the Fire Chief or his/her designee.

2.1 Sell Back

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

Requests must be received by Payroll no later than November 1 for the following year elections. No employee can elect to sell back more than eighty (80) hours of administrative leave. An employee must have the designated number of accumulated administrative leave hours available for sell back at the designated time frame. Employees may receive a cash payment for up to 40 hours of accumulated administrative leave during June of each year and the employee may receive a cash payment for up to 40 hours of accumulated administrative leave vacation during November of each year for a maximum of 80 hours.

Section 3 – Recognition Leaves

3.1 Performance Component

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

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

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

3.2 Service Component

Attachment B

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

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

Section 4 - Funeral/Bereavement Leave

In the event of a death in the immediate family, employees may take up to two (2) shifts of paid time off. At the discretion of the Fire Chief or his/her designee, the employee may be granted additional shifts of accrued sick leave. Bereavement Leave shall be tracked separately. In the context of bereavement leave only, immediate family member shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren.

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

Section 5 - Sick Leave Accrual & Use

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

Employees may utilize up to 56 hours of unused sick leave to care for members of their immediate family and/or household members who have suffered an illness or injury in accordance with State law.

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

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

Attachment B

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

Employees covered by this Plan are eligible to participate in a catastrophic leave donation program.. A regular full-time employee may be eligible to receive donations of vacation hours, to be included in the recipient employee's sick leave balance if he or she has a catastrophic illness or injury which prevents the employee from being able to work for an extended period of time. Catastrophic illness or injury is defined as a critical medical condition, diagnosed by a licensed physician, considered terminal or causing long-term major physical impairment or disability.

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

Attachment B

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

Section 6 - Leaves of Absence

6.1 Job Incurred Disability Leave

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

6.2 Leave of Absence without Pay

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

6.3 Jury Duty Leave

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

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

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

Attachment B

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

6.4 Military Leave

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

Section 7 - Educational Release Time

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

Section 8 - Dues Deduction

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

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

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

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

Section 9 - Discipline

Definition

The Fire Chief or designee may demote, suspend or discharge any employee for just cause. Any regular employee who is demoted, suspended or discharged shall be

Attachment B

furnished a written notice of such action in compliance with the requirements of Firefighter Bill of Rights (FBOR).

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

Section 10 - Grievances

A grievance is any dispute which involves the interpretation or application of any of the provisions of this document, existing Department Personnel Rules, or other existing ordinances, resolutions, policies or practices which directly relate to a regular Employee's wages, hours and other terms and conditions of employment, including but not limited to such disciplinary actions as discharge, suspension and demotions.

The following matters are specifically excluded from consideration under the grievance procedure:

- A. Determination and application of the procedures, qualifications, and standards of employment;
- B. Budget and capital expenditures;
- C. Items not subject to meet and confer;
- D. Performance evaluations;
- F. Any items that are a managerial right;
- E. Items that are expressly designated in this document as not subject to grievance.

Employees are encouraged to use the problem resolution processes as a first step in resolving disputes ; however, should Employees choose to pursue a formal grievance, the Grievance Procedure outlined in Department Personnel Rules, Rule shall apply

Section 11 - Duration

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

Attachment B

Attachment A

Salary Chart

Effective January 13, 2019

	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Battalion Chief	\$13,180	\$13,839	\$14,531	\$15,257	\$16,020
Fire Marshall	\$12,472.73	\$13,027.58	\$13,616.21	\$14,228.02	\$14,869.38

Effective July 14, 2019

	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Battalion Chief					
Fire Marshall					

Effective July 12, 2020

	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Battalion Chief					
Fire Marshall					

Effective July 11, 2021

	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Battalion Chief					
Fire Marshall					

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

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

January 13, 2019 to June 30, 2022

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MATEO CONSOLIDATED FIRE DEPARTMENT
AND
SAN MATEO COUNTY FIREFIGHTERS, LOCAL 2400
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
January 13, 2019 to June 30, 2022**

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	3
3.1	Probationary Period	3
3.2	Firefighter-Engineer	3
3.3	Probationary Period Extension	3
3.4	Promotional Position	3
Article 4	Personnel Files	3
Article 5	Release of Information	4
Article 6	Performance Evaluations	4
Article 7	Special Industrial Injuries/Illnesses.....	4
Article 8	Rehabilitation	4
Article 9	Fire Department Function	5
Article 10	Physical Fitness	6
Article 11	Officers' Meetings	6
Article 12	Staffing.....	6
Article 13	Promotions / Certifications.....	7
13.1	Minimum Qualifications	7
13.2	Promotions for Fire Captain will be restricted to:	7

Article 14	Seniority for Other Than Layoffs	8
Article 15	Pay Rates	9
Article 16	Compensation Survey	9
Article 17	EMT / Deputy Fire Marshal Pay (Educational Incentive Pay)	10
17.1	Emergency Medical Technician	10
17.2	Deputy Fire Marshal Incentive Pay (Educational Incentive Pay)	11
Article 18	Salary Step on Appointment	11
Article 19	Salary Advancement	11
Article 20	Pay Rate Step When Range Changed	12
Article 21	Paydays	12
Article 22	Educational Incentive Pay	12
22.1	Eligibility	12
22.2	Qualifications	12
22.3	General Provisions	13
Article 23	Base Pay Calculation	13
Article 24	Bilingual Differential	13
Article 25	Hazardous Material Compensation	14
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	16
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
Article 29	Trades Exchange of On-Duty Time	18
Article 30	Overtime	19
30.1	Definitions	19
30.2	Practice	21

Attachment C - MOU

30.2.1	Regular Staffing	21
30.2.2	Voluntary Overtime Staffing Procedure	23
30.2.3	Mandatory Overtime Staffing Procedure	24
30.2.4	Holiday Mandatory Overtime Staffing Procedure.....	25
Article 31	Comp Time.....	27
Article 32	Temporary Upgrade Pay (Acting Pay)	27
32.1	Fire Captain Temporary Upgrade Pay	27
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.....	28
32.5	Temporary Upgrade Battalion Chief Assignment.....	28
Article 33	Leaves.....	28
33.1	Holiday Benefit for Forty (40) Hour Workweek Employees	28
33.2	Holiday-in-lieu Pay for Fifty-Six (56) Hour Workweek Employees	29
Article 34	Vacation	30
34.1	Policy	30
34.2	Vacation Allowance.....	30
34.3	Vacation Accumulation.....	31
34.4	Vacation Accumulation Maximums.....	32
34.4.1	Shift Employees:.....	32
34.4.2	Non-Shift Employees:	32
34.5	Continuous Service.....	32
34.6	Vacation Scheduling	32
34.7	Amount of Vacation Time.....	33
34.9	Vacation Allowance for Terminated Employees.....	33
34.10	Platoon/Station/Vacation Selection (Bidding Procedure).....	33
Article 35	Sick Leave	34
35.1	Purpose.....	34
35.2	Sick Leave Accrual.....	34
35.3	Doctor's Certification.....	34
35.4	Protected Sick Leave and Bereavement Leave	35
35.5	Extended Sick Leave	35
Article 36	Leaves of Absence.....	36

Attachment C - MOU

36.1	Industrial Accident Leave	36
36.2	Military Leave	36
36.3	Jury Duty/Subpoena	36
36.4	Leave of Absence without Pay	36
36.5	Family Medical Leave Act (FMLA)	37
Article 37	Benefits	37
37.1	Health Insurance	37
37.2	Internal Revenue Code Section 125 Plan	37
37.4	Dental Insurance	39
37.5	Life Insurance/Accidental Death Insurance (AD&D Insurance)	39
37.6	Vision Insurance:	39
37.7	Retirement Health Savings Account	39
37.8	457 Plan – Deferred Compensation Plan	40
Article 38	Retirement	40
38.1	Safety	40
38.2	Military Buy Back	41
38.3	PERS Reopener	41
Article 39	Uniform Allowance	41
39.1	Initial Uniform Allowance	41
39.2	Uniform Allowance	41
39.3	Standard Uniform	41
39.4	Damage Reimbursement	43
Article 40	Mileage Allowance	43
Article 41	Mandatory Medicare/Social Security	44
Article 42	Grievance Procedure	44
42.1	Definition	44
42.2	Procedure	44
42.3	Step 1. Immediate Supervisor	44
42.4	Step 2. Fire Chief	44
42.5	Step 3. Mediation	45
42.6	Step 4. Arbitration	45
42.7	Extension of Time Limits	45
42.8	Compensation Complaints	46

Attachment C - MOU

42.9	Suspension and Discharge Grievances.....	46
42.10	Interpretation of Memorandum.....	46
Article 43	Disciplinary Procedure.....	46
43.1	Discharge, Suspension or Demotion For Cause.....	46
43.2	Cause For Disciplinary Actions	46
43.3.	Penalties	47
43.4.	Predisciplinary Procedure	47
43.5.	Appeal Procedure	48
43.6	Time and Designee.....	48
43.7	Judicial Review.....	49
Article 44	Layoff and Reinstatement	49
44.1	Layoff Rights	49
44.2	Seniority for Purposes of Layoff.....	49
44.3	Order of Layoffs.....	49
44.4	Reassignment (on layoff).....	50
44.5	Notification.....	50
44.6	Right of Appeal	50
44.7	Termination Allowance	50
Article 45	Recall and Reinstatement Rights	50
Article 46	Miscellaneous Work Assignments.....	51
Article 47	Fire Department Rights	51
Article 48	Employee Rights	52
Article 49	Reemployment.....	52
Article 50	Concerted Activities	53
Article 51	Safety Committee.....	53
Article 52	Meals.....	53
Article 53	Separability of Provisions.....	53
Article 54	Fire Prevention	54
54.1	Eligible Candidates	54
54.2	Fire Prevention Schedule.....	54
Article 55	Term	55
APPENDIX A.....		57
Salary Schedule		57

Attachment C - MOU

APPENDIX B..... 61
 CLASSIC FIRE CAPTAIN/PARAMEDICS 61
APPENDIX C 62
 CATASTROPHIC LEAVE DONATION POLICY 62
APPENDIX D 64
 PLATOON/STATION/VACATION BID PROCEDURE 64

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MATEO CONSOLIDATED FIRE DEPARTMENT
AND
SAN MATEO COUNTY FIREFIGHTERS, LOCAL 2400
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
January 13, 2019 to June 30, 2022**

Article 1 Administration

1.1 Union Recognition

The Department has recognized the Union 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 union membership 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 sponsored trainings or Union sponsored meetings.

Local 2400 shall provide the Fire Chief or designee by November 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 January 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 submitted release time requests in accordance with the Departments backfill procedures.

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 deposits
- An accounting of all withdrawals

- The current 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 appointment authority to adequately judge the proficiency. The probationary period for all positions shall be twelve (12) months, except as noted in Section 3.2 below.

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. 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 concerning employees will be limited to creditors or other persons outside of the Fire Department 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

Two representatives of Local 2400 employed by the Fire Department 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, 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 Physical Fitness

All employees are encouraged to participate in the Fire Department 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 Wellness Committee adopts fitness goals consistent with the functions of the firefighting profession, which are reviewed and approved by the Union's DVP's.

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;
- Meet the qualifications to work as an Acting Captain

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) 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 District, the District 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 (except as noted in e. below).

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.

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 on the formation of the JPA, the pay rates for all classification shall be established in accordance with Appendix A.

Effective July 14, 2019, base pay rates shall be increased by three point five percent (3.5%) for all classifications in the Unit.

Effective July 12, 2020, base pay rate shall be increased by three point five percent (3.5%) for all classifications in the Unit.

Effective July 11, 2021, base pay rates shall be increased by three percent (3.0%) for all classifications in the Unit.

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 2021).

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, 2022). 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, 2022 and effective prior to September 1, 2022) 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, 2022) 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, 2022), 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, 2022), 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 / Deputy Fire Marshal 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 Deputy Fire Marshal Incentive Pay (Educational Incentive Pay)

This is Special Compensation is paid to Deputy Fire Marshals for completing education courses and certificates which enhance their ability to do their job. For the Deputy Fire Marshal possessing State Certification as a Fire Inspector II or have Attained ICBO certification in the Uniform Fire Code, the Department will provide a two and one-half percent (2.5%) differential.

The Deputy Fire Marshal must complete twenty-four (24) hours of continuing education in the Uniform Fire Code or fire prevention field every twenty four (24) months to maintain the certification. The department shall schedule the classes while the employee is on duty.

In no case will an employee be eligible for both EMT and Deputy Fire Marshal incentive pay.

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 evaluation of the ability of the employee to meet established standards. 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 classified as safety employees by the Public Employees' Retirement System. The maximum amount of educational incentive payment to be provided shall be two hundred dollars (\$200) per month, paid biweekly.

22.2 Qualifications

The following qualifications must be met in order for a Firefighter-Engineer, Fire Captain, or Deputy Fire Marshal to receive education incentive payment.

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

- Associate of Arts Degree with a minimum of thirty (30) vocational units.

or

- Officer Certification.

or

- Sixty college level units - thirty (30) of the sixty (60) units may be vocational.

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

- Bachelor's Degree and thirty (30) vocational units.

or

- Chief Officer Certificate issued by the State of California.

or

- One hundred twenty (120) college level units - thirty (30) of the one hundred twenty (120) units must be vocational.

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 as outlined in this section, shall be submitted to the Fire Chief's office 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 1, 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 1, 2019.

In order to ensure that employees retain bilingual proficiency, a periodic requalification shall 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 Compensation

The Department will provide the following compensation to all employees functioning as a Hazardous Materials Technician or Specialist and assigned to the San Mateo County Hazardous Materials Team:

Hazardous Materials Technician or Specialist – 6.0% of Base Pay
Hazardous Materials Assistant Safety Officer Certification - 0.5% of Base Pay

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 top step Firefighter/Engineer pay. 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 top step Firefighter/Engineer 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 the top step Firefighter/Engineer for all hours worked as a stand-alone paramedic, in lieu of receiving a differential equal to five percent (5%) of top step Firefighter/Engineer 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 for any duration on an engine. They may be assigned to work as stand-alone paramedic only when the Department has made every effort to avoid assigning them as a stand-alone paramedic.
- Shall be allowed to work as a stand-alone paramedic for up to 24 hours, if not enough medics 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.

Fire Captains assigned as the primary paramedics on the Aerial Truck, shall receive a differential equal to ten percent (10%) of the top step Firefighter/Engineer for all hours worked as a stand-alone paramedic, in lieu of receiving secondary paramedic compensation.

26.6 Classic Medics - Captains Paramedics

Captains Paramedics who receive a differential equal to ten percent (10%) of the top step Firefighter/Engineer pay on August 28, 2016, 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 for any duration on an engine. They may be assigned to work as stand-alone paramedic only when the Department has made every effort to avoid assigning them as a stand-alone paramedic.
- Shall be allowed to work as a stand-alone paramedic for up to 24 hours, if not enough medics 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.

- a. Nothing in this section shall require an employee to accept compensatory time off in lieu of overtime pay for overtime hours worked.
- b. No employee shall be permitted to work more than ninety-six (96) hours in succession without a minimum break period of ten (10) consecutive hours except to prevent mandatory overtime or under emergency conditions declared by the Fire Chief or designee.
- c. 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.

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 shall be on eighty (80) hours in each two-week pay period schedule; those to Training shall be on a forty (40) or fifty-six (56)-hour 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, excepting therefrom light duty assignments.

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). Trades exceeding twelve (12) hours must be entered into the designated computer system as soon as possible and are subject to Battalion Chief approval.
- 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 ninety-six (96) hours in succession. 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. Short trades of twelve (12) hours or less must be entered into the designated computer system in advance of the time, but do not require formal approval of the Battalion Chief.
- g. 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.
- h. 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.
- i. 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.

- j. 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.

A Captain can take an open vacation slot even if it results in the number of Captains on duty falling below the targeted 8.
 2. Paramedics
A minimum of 13 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. FLSA Overtime
FLSA overtime is calculated after the 24-day FLSA cycle ends. 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:
 - Cash in Lieu Pay
 - 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
- f. 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

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 the overtime assignment, the number of hours worked will be added to the total hours the employee has worked that year. If an employee rejects any overtime assignment within a range 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. If no contact is made, the overtime hours worked total remains the same.

- 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 project, 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 will be filed with the Battalion Chief office 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 72 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 seventy-two (72) 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 one hundred twenty (120) 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. Vacation associated with these holidays cannot be traded. 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

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. The employee may utilize his/her accrued compensatory time just as he/she would any other paid time off. CTO is not available for accrual or use for fifty-six hour work week employees.

In the first pay period of every April employees will be paid for any compensatory balance of hours in excess of twenty (20) for forty (40) hour-per-workweek. Case by case exceptions to this April pay-down provision may be waived 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.

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		288 hrs.
48-95 months	204	8.5		408 hrs.
96-143 months	224	9.33		448 hrs.
144-191 months	264	11		528 hrs.
192-239 months	300	12.5		600 hrs.
240+ months	312	13		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		192

48-95 months	146	18.25		292
96-143 months	160	20		320
144-191 months	188	23.5		376
192-239 months	200	25		400
240+ months	208	26		416

The above allowance shall be pro-rated for employees beginning employment or 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. Any scheduled vacation time on Easter, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day cannot be traded.

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 granted by seniority 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 under one (1) month shall constitute an interruption in computing continuous service. However, leaves of absence without pay of over one (1) month 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 June of each year and the employee may receive a cash payment for up to 72 hours of accumulated vacation during November of each year for a maximum of 144 hours.

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

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

34.9 Vacation Allowance for Terminated Employees

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

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

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 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) day or four (4) shifts 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, employees may take up to two (2) shifts of paid time off. At the discretion of the Fire Chief or his/her designee, the employee may be granted additional shifts of accrued sick leave. Bereavement Leave shall be tracked separately. In the context of bereavement leave only, immediate family member shall be defined as: spouse, domestic partner, child, foster child who resided with the employee at the time of his/her death, stepchild, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, son-in-law, daughter-in-law, or grandchildren.

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 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.

37.3 Flexible Benefits Plan

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

	Effective January 2019	Effective January 2020	Effective January 2021	Effective January 2022
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$827	\$876	\$929	\$985
Employee +1	\$1,654	\$1,753	\$1,858	\$1,969
Family	\$2,152	\$2,281	\$2,418	\$2,563

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 City 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, 2022, 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 37.3 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 pay roll 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.

37.4 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.

37.5 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.

37.6 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.

37.7 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 – 72	2.0%	1.0%
73 – 131	2.0%	1.0%

132 – 191	2.5%	2.0%
192 – 239	3.0%	2.0%
240 – 299	3.5%	2.5%
300+	4.0%	2.5%

- Months of Service is defined as continuous service with the Department only. It does not include service time with City of San Mateo, Belmont Fire Protection District or City of Foster City/Estero Municipal Improvement District.

Separation 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.

37.8 457 Plan – Deferred Compensation Plan

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

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**

- 3% @ 55 with highest average annual pensionable compensation earned during 36 consecutive months of service for “classic” members hired between January 14, 2019 and May 13, 2019.
- 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service for “new” members hired on or after January 1, 2013.
- Classic employees 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 City 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 Uniform Allowance

39.1 Initial Uniform Allowance

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

39.2 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.

39.3 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. White shirt, long or short sleeves, two pockets, white buttons, shoulder epaulets.
- 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.

39.4 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 40 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 41 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 42 Grievance Procedure

42.1 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.

42.2 Procedure

A grievance shall be filed according to the following steps:

42.3 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.

42.4 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.

42.5 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.

42.6 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.

42.7 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.

42.8 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.

42.9 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.

42.10 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 43 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).

43.1 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.

43.2 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.

43.3. 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.

43.4. 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.

43.5. 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.
- d. **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.

43.6 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.

43.7 Judicial Review

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

Article 44 Layoff and Reinstatement

44.1 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.

44.2 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 purposed of layoff shall be determined by the employees 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.

44.3 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.

44.4 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.

44.5 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.

44.6 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.

44.7 Termination Allowance

All employees with one (1) year of continuous service with the City of San Mateo, Foster City, City of Belmont or 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 45 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 46 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 47 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 48 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 49 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 50 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 51 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 52 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 53 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 54 Fire Prevention

54.1 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.

54.2 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 55 Term

This agreement shall be effective upon approval of Local 2400 and the Board of Directors and for the period from January 1, 2019 through June 30, 2022.

SIGNATURE PAGE

IAFF LOCAL 2400	San Mateo Consolidated Fire Department
_____ John Wurdinger, President San Mateo County Firefighters, IAFF, Local 2400	_____ John Healy Fire Chief
_____ Matt Turturici, Secretary San Mateo County Firefighters, IAFF, Local 2400 District Vice President, District 7	_____ Glenn Berkheimer IEDA
_____ Andy Martinez San Mateo County Firefighters, IAFF, Local 2400 District Vice President, District 7	_____ Ann Ritzma
_____ Mark Volkman	
_____ Sean Sims	
_____ Kirk Steers	
_____ Christian Olazar	
_____ Gary Jacobs	
_____ Sean Reardon	
_____ Tony Blackman	
_____ Robert Aranda	
_____ Joe Rupena	
_____ David Swim, Goyette & Associates	Dated: _____

APPENDIX A

**Salary Schedule
Effective January 13, 2019**

Job Code	Title	E=Exempt NE- Non EX	Steps	Hourly	Bi-weekly	Monthly	Annual
	Firefighter	NE	Step 0			\$7,969.50	
			Step 1			\$8,307.29	
			Step 2			\$8,672.28	
			Step 3			\$9,066.21	
			Step 4			\$9,480.40	
			Step 5			\$9,906.18	
	Fire Captain	NE	Step 1			\$10,589.79	
			Step 2			\$11,073.50	
			Step 3			\$11,571.70	
	Fire Prevention Inspector I	NE	Step 1			\$8,201.36	
			Step 2			\$8,569.66	
			Step 3			\$8,960.68	
			Step 4			\$9,364.12	
			Step 5			\$9,784.12	
	Fire Prevention Inspector II	NE	Step 1			\$9,022.76	
			Step 2			\$9,428.27	
			Step 3			\$9,850.34	
			Step 4			\$10,293.09	
			Step 5			\$10,758.60	
	Deputy Fire Marshall	NE	Step 1			\$10,377.92	
			Step 2			\$10,837.23	
			Step 3			\$11,335.84	
			Step 4			\$11,844.81	
			Step 5			\$12,374.47	

Salary Schedule
Effective July 14, 2019

Job Code	Title	E=Exempt NE- Non EX	Steps	Hourly	Bi-weekly	Monthly	Annual
	Firefighter	NE	Step 0				
			Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Fire Captain	NE	Step 1				
			Step 2				
			Step 3				
	Fire Prevention Inspector I	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Fire Prevention Inspector II	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Deputy Fire Marshall	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				

Salary Schedule
Effective July 12, 2020

Job Code	Title	E=Exempt NE- Non EX	Steps	Hourly	Bi-weekly	Monthly	Annual
	Firefighter	NE	Step 0				
			Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Fire Captain	NE	Step 1				
			Step 2				
			Step 3				
	Fire Prevention Inspector I	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Fire Prevention Inspector II	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Deputy Fire Marshall	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				

Salary Schedule
Effective July 11, 2021

Job Code	Title	E=Exempt NE- Non EX	Steps	Hourly	Bi-weekly	Monthly	Annual
	Firefighter	NE	Step 0				
			Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Fire Captain	NE	Step 1				
			Step 2				
			Step 3				
	Fire Prevention Inspector I	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Fire Prevention Inspector II	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				
	Deputy Fire Marshall	NE	Step 1				
			Step 2				
			Step 3				
			Step 4				
			Step 5				

APPENDIX B

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT
CLASSIC FIRE CAPTAIN/PARAMEDICS**

BELMONT– Classic Captain Medics

Gary Jacobs	(Date of Promotion 12/8/2008)
Casey Engler	(Date of Promotion 9/1/2011)
Brian Banks	(Date of Promotion 8/1/2014)

SAN MATEO – Classic Captain Medics

Greg Campbell	(Date of Promotion 10/23/1994)
Kevin McCullough	(Date of Promotion 1/29/1995)
Jerry Neves	(Date of Promotion 3/8/1998)
Dave Eitel	(Date of Promotion 11/25/2001)
Paul Henretty	(Date of Promotion 4/20/2008)
Anthony Campana	(Date of Promotion 6/1/2008)
Anthony Agresti	(Date of Promotion 6/27/2010)
Trevor Kelly	(Date of Promotion 10/30/2012)
Eric Macintosh	(Date of Promotion 12/21/2015)

FOSTER CITY– Classic Captain Medics

Scott Lipperd	(Date of Promotion 1/14/2000)
Steve DiMauro	(Date of Promotion 10/28/2003)
Jason Emmett	(Date of Promotion 5/16/2007)
Tony Blackman	(Date of Promotion 3/4/2013)
Rob Aranda	(Date of Promotion 1/3/2016)

APPENDIX C

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) 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.

APPENDIX D

PLATOON/STATION/VACATION BID PROCEDURE

(to be inserted at a later date)

COMPENSATION AND BENEFITS PLAN
FOR
MANAGEMENT EMPLOYEES

Effective January 13, 2019

AND

Expires June 30, 2020

TABLE OF CONTENTS

Table of Contents

ARTICLE I. WAGES AND BENEFITS 1

 Section 1.01 - Wages 1

 Section 1.02 - Step Increases 1

 Section 1.03 - Retirement 1

 Section 1.04 - Probationary Period 2

 Section 1.05 - City Provided Vehicles and Vehicle Allowances 2

 Section 1.06 - Flexible Benefits Plan 2

 Section 1.07 - Dental Insurance 4

 Section 1.08 - Vision Insurance 4

 Section 1.09 - Long Term Disability 4

 Section 1.10 - Life Insurance 4

 Section 1.11 - State Disability Insurance 4

 Section 1.12 - Deferred Compensation Plan 4

 Section 1.13 - 401(a)(h) Plan 4

 Section 1.14 - Pay for Temporary Assignment 5

 Section 1.15 - Employee Assistance Program (EAP) 5

 Section 1.16 - Professional Development/Fitness Club (Gym) Memberships 5

ARTICLE II. HOLIDAYS 5

 Section 2.01 - Department Holidays 5

ARTICLE III. VACATION AND OTHER LEAVES 6

 Section 3.01 - Vacation Accrual & Use 6

 Section 3.02 - Administrative Leave 7

 Section 3.03 - Recognition Leaves 8

 Section 3.04 - Funeral/Bereavement Leave 8

 Section 3.05 - Sick Leave Accrual & Use 8

 Section 3.06 - Industrial Disability Leave 9

 Section 3.07 - Educational Release Time 10

 Section 3.08 - Personal Leave of Absence 10

 Section 3.09 - Jury Duty 10

 Section 3.10 - Military Leave 10

 Section 3.11 - Catastrophic Leave 10

ARTICLE IV. DURATION 10

Attachment A - FY 2017 – 2018 PAY PLAN 11

Appendix B - CATASTROPHIC LEAVE DONATION POLICY 12

FISCAL YEARS 2018 – 2020
COMPENSATION AND BENEFITS PLAN
FOR
MANAGEMENT EMPLOYEES

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

Effective January 13, 2019, wages for the Management classes and the monthly pay ranges and steps shall be as established in Attachment A

Effective the first full pay period in July 2019, wages for the Management classes and the monthly pay ranges and steps shall increase by an amount equal to two and one half percent (2.5%) of the January 2019 wages.

Section 1.02 - Step Increases

Employees should have the opportunity to move through their salary ranges based on 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 six (6) months of the required probationary period, a merit increase to the next higher step in the salary range shall be granted to eligible Employees. Each twelve (12) months thereafter upon the anniversary of such first merit increase, and until the maximum pay range established for their job class has been reached, each Employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step. Provided, however, that the Employee shall not receive annual merit increases beyond the maximum step of the salary range for the established job class.

Section 1.03 - Retirement

The Department contracted with the Public Employees Retirement System (P.E.R.S.) to

Attachment D

new miscellaneous Employees a retirement formula in accordance with the Public Employees' Pension Reform Act (PEPRA) to enroll in the 2% @ 62 retirement tier with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This new retirement tier applies only to a new member. A new member is (a) someone who has never been in P.E.R.S. or a reciprocal retirement system or (b) someone previously in P.E.R.S. 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. P.E.R.S. refers to employees hired before January 1, 2013 as classic members.

Miscellaneous Employees Hire Date	Retirement Benefit Formula
"Classic Member" on or after 5/13/2019	2.0% @ 62
"New Member" on or after 1/1/2013	2.0% @ 62

Miscellaneous Management Employees P.E.R.S. contributions shall be administered in accordance with Internal Revenue Code Section 414(h)(2).

The Department shall contract with P.E.R.S. to provide the 4th Level of 1959 Survivor Benefits.

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

Section 1.04 - Probationary Period

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 - City Provided Vehicles and Vehicle Allowances

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

Employees required to use their personal vehicle for Department business shall be reimbursed for all miles driven at the rate set for automobile use by the IRS.

Section 1.06 - Flexible Benefits Plan

The City/District shall offer a Flexible Benefits Plan and make monthly contributions as

Attachment D

an Employee benefits allowance for allocation to a health plan, dental plan, optional vision plan, health and/or dependent care reimbursement account as follows:

Monthly Flexibly Benefit Contribution
(Includes MEC)

	Effective January 2019	Effective January 2020	Effective January 2021	Effective January 2022
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$819	\$860	\$929	\$985
Employee +1	\$1638	\$1720	\$1,858	\$1,969
Family	\$2132	\$2240	\$2,418	\$2,563

- Minimum contribution to be set at \$160 per month or the PERS MEC, whichever is greater. (this establishes the minimum retiree medical contribution at \$160 month)
- The maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family).
- If an employee selects a plan, other than Kaiser whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through pay roll deduction.
- If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's contribution shall be 10% of the selected plan's monthly premium.
- 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 defer compensation account.

Flexible Benefit Plan participants shall assume the third party administration costs of the plan. A plan participant is defined as any person for whom the third party administrator charges a fee.

Attachment D

Employees who opt out of health plan coverage through the Department must annually provide proof of insurance through a spouse, parent or state-registered domestic partner in order to be eligible for the “no plan” contribution amount above.

Section 1.07 - Dental Insurance

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

Section 1.08 - Vision Insurance

The Department will provide a Vision Care Plan for each member of the bargaining unit and eligible dependents.

Section 1.09 - Long Term Disability

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

Section 1.10 - Life Insurance

The Department shall provide a term life insurance and accidental death and dismemberment insurance in the amount of \$75,000 for each employee in the bargaining unit.

Section 1.11 - State Disability Insurance

The Department, if requested by the employees shall participate 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 or administrative leave. Integrated payments shall not exceed the employee’s base rate of pay.

Section 1.12 - Deferred Compensation Plan

The Department shall offer a voluntary deferred compensation plan available to all Management Employees in accordance with Internal Revenue Code section 457. 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 1.13 - 401(a)(h) Plan

All Management Employees may participate in a voluntary 401(a) plan.

The maximum voluntary contribution to any Employee's account shall be that amount established by law.

Section 1.14 - 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 1.15 - Employee Assistance Program (EAP)

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

Section 1.16 - Professional Development/Fitness Club (Gym) Memberships

The Department will reimburse, upon presentation of the proper documentation as outlined below, up to \$200 per fiscal year (July 1 through June 30 of the following year) for the following items:

Professional Development: appropriate receipts for professional development expenses which may include the following: the cost of certificate programs, seminars, workshops, conferences; professional, civic, or community organizations; management-related books, tapes, or training programs. Reimbursement for such expenses must be approved in advance by the Fire Chief and/or designee. These expenses must be career/job related, and not provided through any other budgetary means such as the City-wide training fund or departmental travel/meeting funds.

Fitness Club (Gym) Membership: appropriate receipts for fitness club (gym) membership expenses including membership fees and monthly dues, class fees or any other fees paid to the fitness club (gym) or any other provider. Reimbursement of any fitness club (gym) expense under this Section 1.16 is subject to Federal, State and Medicare taxes in accordance with IRS regulations.

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)

Attachment D

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.

In addition to the above listed holidays, employees shall receive one (1) Floating Holiday to be taken after one (1) year of service, at any time convenient to the Department and the employee. 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 in the calendar year in which they are accrued and may not be carried over into a subsequent calendar year.

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
6 month through 3	3.39	176	11 working days
4 through 9th	4.93	256	16 working days
10 through 15th		336	21 working days
16 through 25 th		368	23 working days
26 +	7.69	400	25 days

Attachment D

Employees shall accrue vacation leave only as it is earned. New Employees shall not be eligible to use any vacation leave, however, until after completion of their initial six months of employment.

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.

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

Employees may cash out accrued vacation leave in June (up to a maximum of 80 hours) and/or November (up to a maximum of 80 hours) per calendar year. Vacation cash out requests must be submitted prior to December 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 or not 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 three accrual years unless deferment is requested and obtained from the Fire Chief as provided.

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

Section 3.02 - Administrative Leave

Employees shall be credited with eighty (80) hours of administrative leave annually. Administrative leave will be credited on December 1 and shall not be carried over past November 30 of the following year. Employees may receive pay in lieu of time off for up to forty (40) hours of accrued, but unused administrative leave. In order for an employee to receive pay in lieu of time off an employee must submit their request for pay by December 1, of the year prior to the year in which the compensation will be received. Employees can receive compensation for up to 20 hours of Administrative leave in June and up to 20 hours of Administrative leave in November.

Administrative leave shall be prorated at the rate of 6.67 hours per month and may be

Attachment D

used in advance subject to deduction from final paycheck should the Employee not complete the full year (12/1 - 11/30). Upon appointment, new Employees shall receive this leave on the same prorated basis.

Administrative 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 Group Employees shall accrue sick leave at a rate of eight (8) hours per calendar month for each month that the Employee has worked regularly scheduled hours. There shall be no maximum accumulation of sick leave.

Attachment D

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

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

The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each Employee will be periodically reviewed by the Fire Chief or 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 Policy.

Section 3.06 - Industrial Disability Leave

The Department will provide full pay for the initial three (3) months 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. Worker's 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 three (3) months.

After the first three (3) months 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 Worker's 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 three (3) months.

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

The Fire Chief may grant a permanent employee a leave of absence without pay or benefits for a period not to exceed ninety (90) days. Requests for such leave shall be in writing and shall be approved in advance by the Fire Chief in writing.

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.

ARTICLE IV. - DURATION

This Plan shall take effect on January 13, 2019, and remain in effect until June 30, 2020.

Attachment A

FY 2017 – 2018 Pay Plan

Effective July 1, 2018, wages for classes represented by the Management Group shall be listed below:

	Step 1	Step 2	Step 3	Step 4	Step 5
Business Manager	\$9,252.42	\$9,668.00	\$10,103.77	\$10,557.93	\$11,032.50
Management Analyst I	\$6,488.82				\$ 8,281.65
Management Analyst II	\$7,062.41				\$ 9,020.04
Management Coordinator	\$5,925	\$6,221	\$6,532	\$ 6,859	\$ 7,202

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 (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.

**SAN MATEO CONSOLIDATED FIRE
DEPARTMENT**

GENERAL EMPLOYEE

Compensation and Benefits Plan

January 13, 2019

SAN MATEO CONSOLIDATED FIRE DEPARTMENT
GENERAL EMPLOYEE
Compensation and Benefits Plan
January 13, 2019

Contents

WAGES AND OTHER COMPENSATION..... 1

 Section 1 - Wages and Retirement..... 1

 Section 2 - Merit Increases 2

 Section 3 – Probationary Period 2

 Section 4 - Pay for Work in Higher Class 2

 Section 5 - Work Week..... 3

 Section 6 - Premium / Additional Pays..... 3

 Section 7 - Flexible Benefits Plan 5

 Section 8 - Dental Insurance 6

 Section 9 - Vision Insurance..... 6

 Section 10 - Long Term /Accident Disability Insurance..... 6

 Section 11 - Life Insurance Premium 6

 Section 12 - Employee Assistance Program (EAP) 6

 Section 13 - Voluntary Deferred Compensation Program 6

 Section 14 – Professional Development Reimbursement 7

HOLIDAYS 7

 Section 15 - Official Department Holidays..... 7

 Section 16 - Vacation Accrual 8

 Section 17 – Funeral / Bereavement Leave..... 9

 Section 18 - Sick Leave Accrual and Use 9

 Section 19 - Industrial Disability Leave 10

 Section 20 - Jury Duty 10

 Section 21 - Military Leave 11

 Section 22 – Leave of Absence without Pay..... 11

 Section 23 – State Disability Insurance (SDI)..... 11

 Section 24 - Other Leave Provisions..... 11

GRIEVANCE PROCEDURE 11

Attachment E

Section 25 - Grievance Procedure	11
LAYOFF PROCEDURE	12
Section 26 - Definition	12
Section 27 - Notice to Employees.....	12
Section 28 - Layoff Order and Procedure.....	12
Section 29 - Priority Employment Rights	13
Section 30 - Reemployment Lists	13
Section 31 - Status of Laid Off Employees	13
Section 32 - Fringe Benefits	13
Section 33 - Reemployment	14
Section 34 - Status of Rehired Employees	14
Section 35 - Anniversary Date of Rehired Employees	14
Section 36 - Pay of Rehired Employees.....	15
Section 37 - Medical Examination for Rehires.....	15
MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT	15
Section 38 - Access to Personnel Files	15
Section 39 - Job Specifications.....	15
Section 40 - Transfer, Promotion, Demotion.....	15
Section 41 – Discipline, Discharge	15
Section 42 - Seniority.....	15
Section 43 - Education and Career Development.....	16
Section 44 - Temporary Employees	16
Section 45 - Duration	16
Appendix A	17
2019 Salary Schedule	17
Appendix B	18
CATASTROPHIC LEAVE DONATION POLICY	18

**COMPENSATION AND BENEFIT PLAN
FOR
GENERAL EMPLOYEES**

January 13, 2019 to June 30 2020

The Department provides the following wages, hours, and other terms and conditions of employment to the General Employees as described in this Compensation and Benefit Plan (hereinafter called the "Plan").

WAGES AND OTHER COMPENSATION

Section 1 - Wages and Retirement

Effective the first full pay period in July 2019, wages for all classification, in Attachment A, shall be increased by 2.5%.

Wage increases for each year will be as set forth in Attachment A.

1.1 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 miscellaneous Employees is 2% at 62 with pension calculated based on the average highest annual compensation over a consecutive 36-month period. This new retirement tier applies only to a new member. A new member is (a) someone who has never been in P.E.R.S. or a reciprocal retirement system or (b) someone previously in P.E.R.S. 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.

PERS Retirement Formulas

Miscellaneous Employees Hire Date	Retirement Benefit Formula
"Classic Member" hired on or after 1/1/2019	2.0% @ 55
"New Member" hired on or after 1/1/2013	2.0% @ 62

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

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

1.4 The Department shall continue to contract with PERS to provide the Military Service Credit.

Section 2 - Merit Increases

Upon satisfactory completion of six (6) months of the required probationary period, a merit increase to the next higher step in the salary range shall be granted to eligible Employees. Each twelve (12) months thereafter, upon the anniversary of such first merit increase, and until the maximum pay range established for the job class has been reached, each Employee receiving a satisfactory performance evaluation shall receive a merit increase to the next higher step. Provided, however, that the Employee shall not receive annual merit increases beyond the maximum step of the salary range for the established job class.

Section 3 – Probationary Period

The probationary period for new Employees shall be for a period of not less than twelve (12) months of actual service. The length of the promotional probationary period shall be for a period of not less than six (6) months of actual service. If a promotional probationary Employee is rejected at any time, the Employee will maintain the ability to return to his/her previous job if the position is still vacant, as provided in the Department Personnel Rules and Regulations (hereinafter referred to as Department Personnel Rules).

Section 4 - Pay for Work in Higher Class

4.1 In order to receive additional compensation for performing duties assigned to a higher job class, all the following conditions must be met:

- a. The higher job class must be vacant or filled by another Employee who is absent;
- b. The Employee must receive prior written approval from the Fire Chief or his/her designee before performing such duties;
- c. The Employee must be assigned to perform all the duties of the higher job class; and
- d. The duration of the assignment shall be for a minimum of five (5) consecutive full working days in that higher job class. Pay shall be retroactive to the first day.

4.2 An Employee who believes he/she is performing all the duties of a vacant position or an absent Employee in a higher class, but has not received prior written approval from the Fire Chief or his/her designee shall immediately notify the Fire Chief or his/her designee in writing.

4.3 Compensation for performing duties assigned to a higher job class shall be paid at the first step of that higher class or at a step which is not less than 5% more than the Employee's current rate, whichever is more, provided the maximum pay step is not exceeded. The pay rate established for work in a higher class shall be considered the straight rate of pay for an Employee so assigned.

- 4.4 The maximum amount of time required to work out of class shall not exceed three (3) months. No Employee shall be required regularly to perform the duties of another classification except in an emergency situation.

Section 5 - Work Week

- 5.1 The work week shall be forty (40) hours within seven (7) consecutive days. Employees shall be scheduled to work on regular work shifts, with regular starting and quitting times. The standard work week consists of eight (8) hour days five (5) days per week. Alternatively and at the discretion of the Fire Chief, eligible Employees may work a 9/80 work schedule under which Employees work nine (9) hour days four (4) days per week, plus one eight (8) hour day once every two weeks. The work week under the 9/80 schedule is defined as 40 hours per week and will begin four (4) hours after the start time of each employee's eight (8) hour day
- 5.2 An Employee who is required to work in excess of a regularly scheduled work day shall not be required to reduce another regularly scheduled work week in whole or in part to compensate for that additional time worked
- 5.3 Hours Off Between Shifts Nothing herein shall prohibit department management from occasionally adjusting regular shift work hours by up to four hours earlier or later or days of a regular shift due to a special event or circumstance with at least 48 hours advance notice to the affected Employee(s). For example, the 7:00 am to 4:30 pm regular shift could be adjusted to 5:00 am to 2:30 pm or 10:00 am to 7:30 pm.

When Employees are scheduled to work shifts which have been changed, to accommodate business needs of the Department eight hours of off-duty time will be scheduled between shifts. If eight (8) hours of time between shifts cannot be granted, all time worked on the second shift shall be paid at the overtime rate of time-and-one-half. Any off-duty time necessary to provide eight (8) hours between shifts will be paid at straight time.

Hours off between shifts shall also apply to Employees attending training, meetings, conferences or any other job related event in which an Employee is required to be present.

Section 6 - Premium / Additional Pays

- 6.1 Overtime and Compensatory Leave - An Employee who is required to work in excess of the regular working hours during any one work day or who is required to attend a meeting not held during regular working hours (e.g., Board of Director meeting), shall be compensated by overtime pay at the rate of one and one-half times the Employee's straight rate of pay or by compensatory time off at the rate of one and one-half times the hours worked.
- 6.2 All work in excess of regular working hours shall be subject to prior approval of the Fire Chief or his/her designee.

6.3 Compensatory Leave Accrual - No Employee shall be allowed to accumulate more than 120 hours of compensatory leave (80 straight hours worked).

6.4 Work on a Holiday - An Employee who is required to work on an authorized holiday shall be compensated at the rate of one and one-half times the hours worked in addition to the usual straight time pay for the holiday.

For purposes of determining eligibility for premium pay for work on a holiday, the authorized holiday shall be defined as the day observed by the Department as an official holiday in accordance with Section 15, or as the actual date of the holiday, but not both.

6.5 Callback Pay – An Employee recalled to work outside of and not continuous with an Employee's regularly scheduled hours of work shall be paid a minimum of two hours at the rate of one and one-half times the Employee's regular straight-time rate of pay. An Employee shall not receive additional two-hour payments for multiple callbacks that occur within one two-hour period. Pay shall include hours worked only and shall exclude any travel time.

6.6 Court-Time Pay - Employees subpoenaed to court in their capacity as an Employee of the Department during off-duty hours shall receive a minimum of four (4) hours paid at a rate of time and one-half. However, if the scheduled court appearance falls within one hour prior to the commencement of his/her scheduled shift, or within one hour after the end of his/her scheduled shift, the Employee shall receive a maximum of two (2) hours paid at a rate of time and one-half.

6.7 Special Assignment Pay – An Employee who performs a substantial portion of specially assigned work that includes lead worker duties including supervising staff, special projects, or other work which may be deemed to be working outside of one's specified job classification, that is otherwise not considered to be working in a higher class as specified in Section 4, shall be eligible to receive up to a 10% differential above the Employee's regular base pay rate, subject to the prior approval of the Fire Chief or his/her designee. The special assignment must be for a period of not less than two weeks.

6.8 Bilingual Pay – Employee who are receiving Bilingual Pay prior to January 13, 2019, shall continue to receive Bilingual Pay of \$90.00 per pay period as long as they continue to meet the criteria below.

6.8.1 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.

6.8.2 In order to ensure that employees retain bilingual proficiency, a periodic requalification shall be required, and shall be administered by the Fire Chief or his/her designee.

6.8.3 In addition to English speaking skills, an individual must possess other speaking skills as deemed appropriate by the Fire Chief.

6.9 Each premium pay shall be based on the Employee's straight time rate of pay per hour.

Section 7 - Flexible Benefits Plan

7.1 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.

Monthly Flexibly Benefit Contribution - (Includes MEC)

	Effective January 2019	Effective January 2020	Effective January 2021	Effective January 2022
No Plan	\$380	\$380	\$380	\$380
Employee Only	\$827	\$876	\$929	\$985
Employee +1	\$1,654	\$1,753	\$1,858	\$1,969
Family	\$2,152	\$2,281	\$2,418	\$2,563

- Minimum contribution to be set at \$160 per month or the PERS MEC, whichever is greater. (This establishes the minimum retiree medical contribution at \$160 month).
- The maximum monthly out of pocket premium payment of an employee who selects Kaiser will not exceed 10% of the monthly premium for Kaiser at the level selected (employee only, employee + 1 or Family).
- If an employee selects a plan, other than Kaiser whose monthly premium exceeds the amounts listed above, the employee will be responsible for payment of the month premium that exceeds the amounts listed above through pay roll deduction.
- If the Kaiser monthly premium exceeds the negotiated flat dollar monthly contribution above, and an employee selects a plan whose monthly premium is less than the Kaiser premium, then the employee's contribution shall be 10% of the selected plan's monthly premium.
- 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 defer compensation account.

7.2 The Department will 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 plan administrator charges a fee.

- 7.3 Family members include state-registered domestic partners and their dependents as recognized by the State of California.

Section 8 - Dental Insurance

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

Section 9 - Vision Insurance

The Department will provide a Vision Care Plan for each member of the bargaining unit and eligible dependents.

Section 10 - Long Term /Accident Disability Insurance

The Department shall pay the full premium amount necessary to provide Long Term Disability LTD) insurance for Employees.

Section 11 - Life Insurance Premium

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 12 - Employee Assistance Program (EAP)

The Department will provide employee with an Employee Assistance Program. The Department bears the full cost of the program and reserves the right to modify benefits and change providers of the EAP at its discretion, based on cost and service considerations. The Department will give notice and seek input and feedback from the employees prior to implementing changes in providers or benefits. State-registered domestic partners and their dependents as recognized and allowable by the EAP provider are considered eligible family members for EAP benefits.

Section 13 - Voluntary Deferred Compensation Program

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 intranet. The plan year for Employee contributions to the 457 Plan is the calendar year, January 1 to December 31. The maximum voluntary contribution to any Employee's account shall be that amount established by law.

Section 14 – Professional Development Reimbursement

14.1 The Department shall reimburse, upon presentation of proper documentation as outlined below, up to \$200 per fiscal year (July through June of the following year) for the following items:

- a) Professional Development – Professional development expenses including the following: the cost of certificate programs, seminars, workshops, conferences; job-related books, tapes, or training programs. Reimbursement for such expenses must be approved by the Fire Chief or his/her designee. These expenses must be career/job related, and not provided through any other budgetary means such as the Department wide training fund, or departmental travel/meeting funds.

HOLIDAYS

Section 15 - Official Department Holidays

15.1 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.

15.2 Everyday approved by the JPA Board of Directors as a public holiday, public fast, thanksgiving or day of mourning.

- 15.3 In addition to the above listed holidays, employees shall receive one (1) Floating Holiday to be taken after one (1) year of service, at any time convenient to the Department and the employee. 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 in the calendar year in which they are accrued and may not be carried over into a subsequent calendar year.
- 15.4 Holidays shall have a compensatory value of eight (8) hours for each full holiday. Other provisions regarding official City/District holidays are found in the Department Personnel Rules.

Section 16 - Vacation Accrual

16.1 Employees shall accrue vacation in accordance with the following schedule; such accrual shall not be credited until completion of the initial six (6) months of employment:

16.2 Vacation Accrual

Months of Service	Hours per Pay Period	Maximum Hours	Days per Year
6 through 36	3.39	176	11 working days
37 through 108	4.93	256	16 working days
109 through 180		336	21 working days
181 through 300 ^h		368	23 working days
301+	7.69	400	25 days

- 16.3 Employees shall accrue vacation leave only as it is earned. New Employees shall not be eligible to use any vacation leave, however, until after completion of their initial six months of employment.
- 16.4 Employees may use accrued vacation in no less than one half hour (1/2 hour) increments, subject to the Fire Chief or designee approval.
- 16.5 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.

Employees may cash out up to a maximum of eighty (80) hours of accrued vacation leave per fiscal year. Employees may designate to cash out up to forty (40) hours in June and up to forty (40) hours in December. 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 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 November 30 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 17 – Funeral / Bereavement Leave

- 17.1 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 his/her designee. Immediate family shall mean spouse (including state-registered domestic partners), 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. Other relatives and significant persons may be included with the approval of the Fire Chief. This leave shall not be accumulated and is in addition to sick leave and vacation benefits.
- 17.2 Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.

Section 18 - Sick Leave Accrual and Use

- 18.1 Sick leave shall be accrued at a rate of 8 hours per calendar month for each month that a probationary or regular Employee has worked regularly scheduled hours. There shall be no maximum accumulation of sick leave. Sick leave shall be allowed and used only in cases when the Employee is too sick or disabled to safely and effectively perform his/her duties, for medical or dental treatment, or as authorized for funeral/emergency leave, family illness and injury (including state-registered domestic partners) as outlined in Section 18.2; and as an income supplement to worker's compensation benefits. In order to receive sick leave compensation while absent, an eligible Employee who is unable to report to work due to illness or injury shall notify his/her supervisor, either in person or by voice mail, prior to or within one (1) hour after the time set for reporting to work.
- 18.2 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 discretionary leave where the presence of the Employee elsewhere is essential because of illness, or disability of immediate members of his/her family. Immediate family means parent, spouse, state-registered domestic partner, dependent child, parent, parent-in-law, sibling, grandparent or grandchild. No more than half of the Employee's annual accrual may be granted for family sick leave in any one calendar year. Any additional absences due to family illness or for other family members shall be charged to discretionary leave balances (e.g., vacation, compensatory time off, etc.).

- 18.3 Employees may be entitled to additional leave upon request, pursuant to Federal and State Family Leave laws.
- 18.4 The patterns of use, frequency of occurrence, total hours used, and hours available compared to hours accrued for each Employee will be periodically and routinely reviewed by management. Department standards will be communicated and applied to evaluate the individual use of this benefit. An improvement plan may be developed and implemented with approval of the Fire Chief or designee, considering factors such as Employee's circumstances, the operational impact of the unscheduled absences and the obligation to provide consistency within the department.
- 18.5 Employees are eligible to participate in a catastrophic leave donation program (See Appendix B).

Section 19 - Industrial Disability Leave

- 19.1 The Department will pay full pay for the initial three (3) months to non-Safety 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. Employee will pay the usual portion of benefits.

Worker's Compensation benefits will be integrated and checks endorsed to the Department by Employee. No use of sick leave will be required during the first three (3) months.

- 19.2 After the first three (3) months 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 Worker's 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 three months.

Section 20 - 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 City all fees received except those specifically allowed for mileage and expenses.

Section 21 - 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 22 – Leave of Absence without Pay

Leaves of absence without pay will be granted in accordance with the Department's Personnel's Rules and Regulations.

Section 23 – State Disability Insurance (SDI)

The Department, if requested and approved by the employees in conformance with the State of California Employment Development Department procedures, shall participate in the State Disability Insurance (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. Integrated payments shall not exceed the employee's base rate of pay.

Section 24 - Other Leave Provisions

Other provisions regarding leaves are found in the Department Personnel Rules.

GRIEVANCE PROCEDURE

Section 25 - Grievance Procedure

- 25.1 A grievance is any dispute which involves the interpretation or application of any of the provisions of this document, existing Department Personnel Rules, or other existing ordinances, resolutions, policies or practices which directly relate to a regular Employee's wages, hours and other terms and conditions of employment, including but not limited to such disciplinary actions as discharge, suspension and demotions.
- 25.2 The following matters are specifically excluded from consideration under the grievance procedure:
- A. Determination and application of the procedures, qualifications, and standards of employment;
 - B. Budget and capital expenditures;
 - C. Items not subject to meet and confer;

- D. Performance evaluations;
- F. Any items that are a managerial right;
- E. Items that are expressly designated in this document as not subject to grievance.

Employees are encouraged to use the problem resolution processes as a first step in resolving disputes ; however, should Employees choose to pursue a formal grievance, the Grievance Procedure outlined in Department Personnel Rules, Rule shall apply

LAYOFF PROCEDURE

Section 26 – Definition

Layoff shall mean the separation of employees from the active work force due to lack of work or funds, organization or duty changes, or the abolition of positions by the Board of Directors. The Fire Chief shall approve the number Department work force in which layoffs shall occur.

Section 27 - Notice to Employees

Regular full-time, regular part-time and probationary employees shall receive written notice stating the reason for a layoff a minimum of sixty (60) days prior to the date of expected layoff. With such notice, the Employee shall be informed of the procedure to be followed and the rights to which he/she is entitled. The Fire Chief or designee shall make every effort to allow Employees who will be laid off reasonable time to seek other employment.

Section 28 - Layoff Order and Procedure

28.1 In the event of the need for layoffs, employees will be laid off in the following order:

- a) Seasonal
- b) Temporary
- c) Part-time
- d) Probationary
- e) Regular Part-time
- f) Regular Full-time

28.2 Layoff shall be based on seniority of initial hire/anniversary date as defined in the Department Personnel Rules and/or this Compensation and Benefit Plan. An Employee shall have the right to displace an Employee in a classification in his/her unit, for which he/she meets the minimum qualifications and over whom he/she has seniority.

The laid off Employee who has successfully displaced another Employee shall be placed in his/her chronological position of seniority in the new class. Employees identified for layoff who have seniority (displacement) rights to equal or lower

paying classifications must declare their intention to exercise these rights at least twenty-five (25) days prior to layoff, otherwise displacement rights will automatically terminate. Employees of another representation unit may not be displaced. (An Employee who declares seniority rights may not also claim priority employment rights for other vacant positions pursuant to Section 29 Priority Employment Rights.) Employees laid off as a result of another Employee's exercise of seniority rights shall not be entitled to an additional thirty (30) days' notice, but the minimum notice shall be fourteen (14) days.

Section 29 - Priority Employment Rights

- 29.1 After all Employees have exhausted their displacement rights pursuant to Section 28 above, any vacant positions remaining in the unit may be filled by Employees meeting the minimum qualifications of such positions on the basis of total Department seniority, except that no Employee may fill a vacant position which is at a higher salary range than that from which he/she was originally laid off.
- 29.2 When all laid off Employees within a unit have fully exercised their priority employment rights under 29.1 above, Employees remaining on layoff shall be entitled to transfer into positions outside the representation unit for which they possess the minimum qualifications pursuant to Department Personnel Rules.

Section 30 - Reemployment Lists

- 30.1 An Employee shall be placed on the Reemployment List for any classification from which laid off and any classification previously held in the unit. Employees shall be ranked on such lists in order of total Department seniority.
- 30.2 A laid off Employee who has fully exercised his/her rights pursuant to 29.1 above shall be entitled to be placed on the Reemployment Lists for classifications outside the representation unit, only pursuant to Department Personnel Rules.

Section 31 - Status of Laid Off Employees

Layoff for regular and probationary Employees is considered a leave of absence without pay (See Section 34) until an Employee resigns. Termination occurs at the end of the life of a reemployment list. Layoff is not the same as termination unless the Employee chooses to terminate in lieu of being placed on a reemployment list.

Section 32 - Fringe Benefits

In the event of layoff, a regular full-time or probationary Employee may continue to participate in the Employee insurance plans until termination of reemployment lists or resignation if premiums are paid in full by Employee and the contract permits. Agreement to pay premiums must be in writing.

Other fringe benefits such as worker's compensation and unemployment insurance will

cease on the last day on payroll. Sick leave and vacation accruals will cease on the last day on payroll. Any unused discretionary leave should be used within the thirty (30) day notice period as it cannot be paid or carried as an accrual.

Contributions to PERS will cease on the last day on payroll. Employees should request options for their PERS contributions from the PERS Office.

Payment for unused vacation time will be made in a lump sum at this time or at a later date if desired.

Section 33 – Reemployment

The Department will send notice of reemployment by certified mail to the last address of record, but has no responsibility to attempt to trace an Employee if such notice is not delivered by the Post Office. It is the responsibility of the Employee who has been laid off to keep the Department informed as to his/her current address and telephone number. Employee has ten (10) working days in which to notify the Department by mail, telephone or otherwise, regarding intention to return to position offered. If at the end of ten (10) working days from date of notice, no response has been received from Employee on layoff, Department will be entitled to fill positions in the following order: (a) the laid off Employee next in line for recall, if available for work, until the reemployment list is exhausted, and then; (b) by the normal recruiting process. An Employee on layoff shall have the right to refuse an offer of reemployment without forfeiting the right to reemployment or his/her place on the list. If the Employee on layoff fails to respond within ten (10) working days of mailing of two separate written offers of reemployment sent by certified mail, the Employee shall forfeit the right to reemployment pursuant to the terms of this Layoff Procedure and his/her name shall be removed from the reemployment list.

In order to expedite the reemployment process, the Department may notify more than one Employee simultaneously, indicating the order of priority to each person.

The right to reemployment is contingent upon the ability of the Employee to meet the physical and other requirements of the position to which the employee is being returned.

Section 34 - Status of Rehired Employees

Regular and probationary Employees rehired within 12 months following layoff shall be considered as having been on leave of absence without pay. If rehired within 12 months, the Employee shall be credited with prior service for purposes of vacation accrual and seniority. This means the Employee will return to his/her previous status for accruing benefits but does not accrue benefits during the layoff period. Employees rehired to a regular position shall retain the sick leave balance at time of layoff unless he/she received payoff for said sick leave.

Section 35 - Anniversary Date of Rehired Employees

Layoff time which exceeds 30 days shall cause the anniversary date of the Employee to

be adjusted commensurate with the length of absence from work.

Section 36 - Pay of Rehired Employees

An Employee rehired into the classification from which originally laid off shall be paid at the current rate for that classification and at the pay step held at the time of layoff.

An Employee rehired into a classification previously held but not that from which originally laid off shall be paid at the current rate for that classification and at the pay step which most closely approximates, but does not exceed, the pay step held in the classification from which originally laid off.

An Employee rehired into a classification not previously held shall be paid at the current rate for that classification and at a pay step approved by the Fire Chief.

Section 37 - Medical Examination for Rehires

An Employee, to be rehired, must pass a medical examination. At the time of layoff, exit interviews will be conducted, which will include a medical checklist for the Employee to complete; complete recovery from worker's compensation injuries must be testified to.

MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT

Section 38 - Access to Personnel Files

Employees have the ability to access their personnel file and request removal of documents, pursuant to Department Personnel Rules.

Section 39 - Job Specifications

An Employee may request a copy of his/her job description from Department. Job descriptions are also available on the Department website.

Section 40 - Transfer, Promotion, Demotion

Provisions regarding transfer, promotion, and demotion are found in the Department Personnel Rules.

Section 41 – Discipline, Discharge

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

Section 42 – Seniority

42.1 Seniority is based on hire/anniversary date as defined in the Department Personnel Rules.

42.2 Seniority will be a factor in determining promotions and vacations.

42.3 Employees who separate from employment due to a catastrophic leave illness, in accordance with the Catastrophic Leave Policy, and after having exhausted their FMLA leave, who are subsequently rehired by the Department in the same or equivalent position within 12 months of separation from employment, will have their previous seniority reinstated to the time which they stopped accruing seniority.

Section 43 - Education and Career Development

Department has interest in providing and supporting training and career development opportunities for its Employees. To this end, the Department has an Educational Reimbursement Program Policy.

Section 44 - Temporary Employees

Provisions regarding temporary Employees are found in the Department Personnel Rules.

Section 45 - Duration

This Plan shall take effect on January 13, 2019, and remain in effect until June 30, 2020.

Appendix A

2019 SALARY SCHEDULE

Effective January 13, 2019, wages for classes shall be listed below:

	Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Assistance	\$5,236	\$5,473	\$5,716	\$5,973	\$6,243
Administrative Technician	\$6,335	\$6,616	\$6,916	\$7,232	\$7,553
Office Assistance I	\$3,975	\$4,152	\$4,333	\$4,532	\$4,735
Office Assistance II	\$4,793	\$5,032	\$5,284	\$5,548	\$5,826

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 (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.

SAN MATEO CONSOLIDATED FIRE DEPARTMENT
Firefighter Trainee
Compensation and Benefits Plan

Effective January 13, 2019 to June 30, 2022

FIREFIGHTER TRAINEE Compensation and Benefits Plan

The San Mateo Consolidated Fire Department (hereinafter called “Department”) provides the following wages, hours, and other terms and conditions of employment to Firefighter Trainees – as described in this San Mateo Consolidated Fire Department Firefighter Trainee Compensation and Benefits Plan (hereinafter called the “Plan”).

1. Definitions

As used in this Plan, an employee is an employee working “at will” on a full time basis. An “at will” employee is defined as an employee who is not in the competitive service, serves at the pleasure of the Fire Chief and may be removed from service at any time, with or without cause. “At will” employees are not entitled to a hearing upon termination.

2. Salary and Classification

Salary Rates

The salary rates for all classifications are listed in Appendix A.

Starting Salary

Employees are normally hired at the bottom of the salary range unless they are exceptionally qualified and a higher starting salary approved by the Fire Chief.

Step or Salary Increases

A salary increase is based upon a review and evaluation of the Employee’s job performance as specified in Section 6. Employees must receive at least a satisfactory rating, as indicated on the Evaluation Form, in order to be considered for a salary increase.

Step increases may be granted when incumbent Employees are assigned additional responsibilities and/or when they have obtained additional knowledge/coursework pertaining to the job responsibilities.

All changes in compensation will become effective on the first payroll following the effective date of the compensation change.

3. Work Week

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. Alternate work schedules may be provided with the approval of the Fire Chief or his/her designee.

4. Overtime Pay

40 Hour Work Week - Employees are eligible for overtime pay at time and one-half their regular rate of pay when required to work more than a 40-hour week. An employee's workweek shall begin at 12:01 a.m. Sunday and ends at 11:59 p.m. the following Saturday, unless otherwise designated by the Fire Chief.

56 Hour Work Week - "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.

5. Benefits

A. CalPERS Retirement Benefits - Retirement benefits shall be provided under applicable legislation pertaining to the Public Employees' Retirement System. The Department currently provides the following retirement benefits:

- a. 2.7% @ 57 with highest average annual pensionable compensation earned during 36 consecutive months of service for "new" members hired on or after January 1, 2013.
- b. Classic employees are responsible to pay the entire employee share (9.0%)

B. Employee Contributions - Effective January 13, 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 City agrees to reopen on this item upon the Unit's request.

C. PERS Health Benefits

CalPERS Eligible Employees may participate in the CalPERS health programs and will receive the minimum contribution required under the Public Employees' Medical Care and Hospital Act (PEMCHA) and Affordable Care Act (ACA). In addition, if a CalPERS Eligible Employee elects to enroll in a CalPERS health plan, the employee will receive a monthly group benefit allowance equal to one hundred percent (100%) of the current monthly group benefit allowance established for full-time Department employees set forth in Compensation and Benefit Plan which covers the employee's job classification. However, if a CalPERS Eligible Employee does not enroll in a CalPERS health plan, the employee is not eligible for and will not receive any of the "No Plan" group benefit allowance.

D. Sick Leave

Eligibility:

Employees who work for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked (including overtime), paid at the Employee's regular wage rate. Accrual begins on the first day of employment up to a maximum accrual of twenty-four (24) hours per twelve (12) month fiscal year (July 1 to June 30).

Accrued sick leave may be carried over to the following fiscal year. The maximum accrual is forty-eight (48) hours.

Usage:

An Employee may use accrued paid sick leave in one-half hour increments beginning on the 90th day of employment for himself/herself or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an Employee who is a victim of domestic

violence, sexual assault or stalking. Family member includes a child, parent, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. An Employee may use a maximum of twenty-four (24) hours or three (3) days of accrued paid sick leave per fiscal year.

If the need for paid sick leave is foreseeable, the Employee shall provide reasonable advance notice to his/her supervisor. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for the leave as soon as practicable. Fire Chief or designee may require employees to support the use of paid sick leave with a physician's note for each absence regardless of the leave duration. Fire Chief or designee shall certify all approved or unapproved paid sick leave and maintain accurate records of paid sick leave use to determine the possible abuse of leave.

An employee will not be paid or otherwise compensated for any unused, accrued sick leave at the end of his/her employment relationship with the Department. If an employee is rehired within one (1) year of his/her termination date, his/her previously unused, accrued sick leave bank will be reinstated.

6. Performance Evaluations

Employees who regularly work are to be given a performance evaluation six months after the date of hire and annually thereafter. Continued improvement and efficient and effective service will warrant a salary step increase.

Upon written justification and Fire Chief or designee approval, an Employee who demonstrates EXCEPTIONAL leadership ability and job performance may be given a merit raise before meeting the time requirements set forth above, if he/she displays outstanding job performance.

7. Duration:

This Plan shall take effect on January 13, 2019 and remain in effect until June 30, 2022.

Appendix A

Salary Schedule
Effective January 13, 2019

	Step 1	Step 2
Firefighter Trainee (40)	\$6,972.40	\$7,286.89
Firefighter Trainee (56)	\$6,972.01	\$7,287.70

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT
PART-TIME EMPLOYEE**

Compensation and Benefits Plan

January 13, 2019

SAN MATEO CONSOLIDATED FIRE DEPARTMENT PART-TIME EMPLOYEE

Compensation and Benefits Plan

January 13, 2019

Contents

1. Definitions 1

2. Salary and Classification..... 1

3. Overtime Pay 2

4. Benefits..... 2

 A. Part-Time CalPERS Eligible Employees..... 2

 B. Casual Part-Time Employees..... 3

 C. Part-Time CalPERS Eligible Employees..... 5

5. Performance Evaluations 5

6. Duration..... 5

Appendix A - Salary Schedule 6

**PART-TIME EMPLOYEE
Compensation and Benefits Plan**

The San Mateo Consolidated Fire Department (hereinafter called “Department”) provides the following wages, hours, and other terms and conditions of employment to two categories of Part-Time Employees – Casual Employees and Part-Time CalPERS Eligible Employees (hereinafter called “Part-Time Employees” or “Employees”) – as described in this San Mateo Consolidated Fire Department Part-Time Employee Compensation and Benefits Plan (hereinafter called the “Plan”).

1. Definitions

As used in this Plan, a Part-Time Employee is an employee working “at will” and not on a full time basis. An “at will” employee is defined as an employee who is not in the competitive service, serves at the pleasure of the Fire Chief and may be removed from service at any time, with or without cause. “At will” employees are not entitled to a hearing upon termination.

Casual Employees

Casual Employees are defined as those employees who work on a per diem, seasonal or temporary basis, and do not work sufficient hours to meet the mandated CalPERS benefits criteria. Casual Employees are not eligible for benefits under any portion of Sections 4.A and/or 4.C of this Plan.

Part-Time CalPERS Eligible Employees

Part-Time CalPERS Eligible Employees are those employees who qualify for participation as an “employee” as defined by the Public Employees’ Retirement Law in the Department’s CalPERS defined benefit plan. Part-Time CalPERS Eligible Employees are eligible to participate in CalPERS pension and health insurance programs and other benefit programs as provided in Sections 4.A and 4.C.

2. Salary and Classification

Salary Rates

The salary rates for all classifications are listed in Appendix A.

Starting Salary

Part-Time Employees are normally hired at the bottom of the salary range unless they are exceptionally qualified and a higher starting salary approved by the Fire Chief.

Step or Salary Increases

A salary increase is based upon a review and evaluation of the Employee's job performance as specified in Section 5. Employees must receive at least a satisfactory rating, as indicated on the Evaluation Form, in order to be considered for a salary increase.

Casual Employees who work on a seasonal basis must receive an evaluation rating of "above average" or higher during the last seasonal appointment to receive a step increase upon reemployment to the same seasonal classification. When Casual Employees who work on a seasonal basis are re-hired to fill a seasonal position in a classification previously held, step increases are not automatic. Step increases are determined by the Supervisor based on the above criteria.

Step increases may be granted when incumbent Employees are assigned additional responsibilities and/or when they have obtained additional knowledge/coursework pertaining to the job responsibilities.

All changes in compensation will become effective on the first payroll following the effective date of the compensation change.

3. Overtime Pay

Part-Time Employees are eligible for overtime pay at time and one-half their regular rate of pay when required to work more than a standard 40-hour week. A Part-Time Employee's workweek shall begin at 12:01 a.m. Sunday and ends at 11:59 p.m. the following Saturday, unless otherwise designated by the Fire Chief.

4. Benefits

A. Part-Time CalPERS Eligible Employees

Retirement – PERS Membership

Eligibility:

1. Persons who are already members of CalPERS.
2. Persons whose appointment fixes a term of full-time, continuous service in excess of six months or the position requires regular, full-time service for at least an average of 20 hours per week for one year or longer.
3. "Monitored" qualification
 - No length of appointment is specified, but full-time employment continues longer than six months.

- Person works more than 125 days in a fiscal year if paid on a “per diem” basis.
- Person works 1,000 hours in a fiscal year if paid on other than a per diem basis. Any overtime hours worked is counted as qualifying time.
- Employees hired on or before December 31, 2012 will be enrolled in the 2.5% @ 55 retirement benefit formula. P.E.R.S. refers to employees hired before January 1, 2013 as classic members.
- Effective January 1, 2013, the Public Employees Pension Reform Act (PEPRA) provides new miscellaneous employees the 2% @ 62 retirement benefit formula with final pension calculated on the average highest annual compensation over a consecutive 36-month period.
- A new member is (a) someone who has never been in P.E.R.S. or a reciprocal retirement system or (b) someone previously in P.E.R.S. 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 Health Benefits

Part-Time CalPERS Eligible Employees may participate in the CalPERS health programs and will receive the minimum contribution required under the Public Employees’ Medical Care and Hospital Act (PEMCHA) and Affordable Care Act (ACA). In addition, if a Part-Time CalPERS Eligible Employee elects to enroll in a CalPERS health plan, the employee will receive a monthly group benefit allowance equal to seventy five percent (75%) of the current monthly group benefit allowance established for full-time Department employees set forth in Compensation and Benefit Plan which covers the employee’s job classification. However, if a Part-Time CalPERS Eligible Employee does not enroll in a CalPERS health plan, the employee is not eligible for and will not receive seventy five percent (75%) of the “No Plan” group benefit allowance.

B. Casual Part-Time Employees

Sick Leave

Eligibility:

Part-Time Employees who work for 30 or more days within a year from the beginning of employment are entitled to paid sick leave. Paid sick leave accrues at the rate of one (1) hour for every thirty (30) hours worked (including overtime), paid at the Employee’s regular wage rate. Accrual begins on the first day of employment up to a

maximum accrual of twenty-four (24) hours per twelve (12) month fiscal year (July 1 to June 30).

Accrued sick leave may be carried over to the following fiscal year. The maximum accrual is forty-eight (48) hours.

Usage:

A Part-Time Employee may use accrued paid sick leave in one-half hour increments beginning on the 90th day of employment for himself/herself or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault or stalking. Family member includes a child, parent, spouse, registered domestic partner, parent-in-law, sibling, grandparent or grandchild. A Part-Time Employee may use a maximum of twenty-four (24) hours or three (3) days of accrued paid sick leave per fiscal year.

If the need for paid sick leave is foreseeable, the Employee shall provide reasonable advance notice to his/her supervisor. If the need for paid sick leave is unforeseeable, the Employee shall provide notice of the need for the leave as soon as practicable. Fire Chief or designee may require Part-Time Employees to support the use of paid sick leave with a physician's note for each absence regardless of the leave duration. Fire Chief or designee shall certify all approved or unapproved paid sick leave and maintain accurate records of paid sick leave use to determine the possible abuse of leave.

A Part-Time Employee will not be paid or otherwise compensated for any unused, accrued sick leave at the end of his/her employment relationship with the Department. If a Part-Time Employee is rehired within one (1) year of his/her termination date, his/her previously unused, accrued sick leave bank will be reinstated.

No Other Benefits for Casual Part-Time Employees

Casual Part-Time Employees are not eligible for any benefits other than the sick leave benefits specified in Section 4.B. Casual Part-Time Employees are not Regular Part-Time Employees as defined in the Department Personnel Rules and Regulations and are not eligible for any benefits provided to Regular Part-Time Employees under the Department Personnel Rules and Regulations.

C. Part-Time CalPERS Eligible Employees

This Plan creates a separate class of Regular Part-Time Employees. Persons whose appointment fixes regular part-time service for at least an average of 30 hours per week for one year or longer shall accrue sick leave, vacation leave and holiday pay at seventy five percent (75%) of the accrual rate established for full time employees in the same job classification set forth in the Compensation and Benefit Plan which covers the job classification. Part-Time CalPERS Eligible Employees may also participate in flexible spending accounts and the 457(b) deferred compensation plan. Part-Time CalPERS Eligible Employees shall accrue sick leave as set forth in this Section 4.C. and not as stated in Section 4.B. above.

5. **Performance Evaluations**

Part-Time Employees who regularly work 25 hours or more per week are to be given a performance evaluation six months after the date of hire and annually thereafter. Continued improvement and efficient and effective service will warrant a salary step increase.

Part-Time Employees who work on a seasonal basis are evaluated at the end of each seasonal appointment prior to the last day of the assignment. Additional evaluations may be conducted at the supervisor's discretion.

Supervisors who work with all other Casual Employees are encouraged to evaluate performance informally on an as-needed basis.

Upon written justification and Fire Chief or designee approval, an Employee who demonstrates EXCEPTIONAL leadership ability and job performance may be given a merit raise before meeting the time requirements set forth above, if he/she displays outstanding job performance.

6. **Duration**

This Plan shall take effect on January 13, 2019 and remain in effect until June 30, 2022.

**Appendix A
Part-Time Employees
Salary Schedule**

Hourly / Part-Time / Seasonal	Step 1	Step 2	Step 3	Step 4	Step 5
Central Services Worker/Per Diem	\$19.03				
Fire Chief Specialist/Per Diem	\$101.74	\$106.83	\$112.17		
Fire Marshall/Per Diem	\$59.86	\$62.52	\$65.41	\$68.34	\$71.38
Fire Prevention Inspector I/Per Diem	\$47.31	\$49.45	\$51.70	\$54.03	\$56.44
Intern	\$15.00				\$30.00
Office Assistant I/Per Diem	\$22.93	\$22.95	\$25.00	\$26.14	\$27.33
Office Assistant II/Per Diem	\$25.20	\$26.37	\$27.54	\$28.77	\$30.06

For other job classifications, please see the current pay plan for hourly rates.

San Mateo Consolidated Fire Department – Salary Schedule

Effective January 13, 2019

Title	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Deputy Fire Chief	NA	\$16,682.51	\$17,516.63	\$18,392.47		
Fire Battalion Chief	NA	\$13,180	\$13,839	\$14,531	\$15,257	\$16,020
Fire Marshall	NA	\$12,472.73	\$13,027.58	\$13,616.21	\$14,228.02	\$14,869.38
Firefighter	\$7,969.50	\$8,307.29	\$8,672.28	\$9,066.21	\$9,480.40	\$9,906.18
Fire Captain	NA	\$10,589.79	\$11,073.50	\$11,571.70	NA	NA
Fire Prevention Inspector I		\$8,201.36	\$8,960.68	\$8,569.66	\$9,364.12	\$9,784.12
Fire Prevention Inspector II		\$9,022.76	\$9,850.34	\$9,428.27	\$10,293.09	\$10,758.60
Deputy Fire Marshall		\$10,377.92	\$10,837.23	\$11,335.84	\$11,844.81	\$12,374.47
Business Manager		\$9,252.42	\$9,668.00	\$10,103.77	\$10,557.93	\$11,032.50
Management Analyst I		\$6,488.82				\$ 8,281.65
Management Analyst II		\$7,062.41				\$ 9,020.04
Management Coordinator		\$5,925	\$6,221	\$6,532	\$ 6,859	\$ 7,202
Administrative Assistant		\$5,236	\$5,473	\$5,716	\$5,973	\$6,243
Administrative Technician		\$6,335	\$6,616	\$6,916	\$7,232	\$7,553
Office Assistance I		\$3,975	\$4,152	\$4,333	\$4,532	\$4,735
Office Assistance II		\$4,793	\$5,032	\$5,284	\$5,548	\$5,826
Firefighter Trainee (56)			\$6,972.01	\$7,287.70		
Firefighter Trainee (40)			\$6,972.40	\$7,286.89		

San Mateo Consolidated Fire Department – Salary Schedule

Effective January 13, 2019

Hourly/Part-time/Seasonal	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Central Services Worker/Per Diem		\$19.03				
Fire Chief Specialist/Per Diem		\$101.74	\$106.83	\$112.17		
Fire Marshall/Per Diem		\$59.86	\$62.52	\$65.41	\$68.34	\$71.38
Fire Prevention Inspector I/Per Diem		\$47.31	\$49.45	\$51.70	\$54.03	\$56.44
Intern		\$15.00				\$30.00
Office Assistant I/Per Diem		\$22.93	\$22.95	\$25.00	\$26.14	\$27.33
Office Assistant II/Per Diem		\$25.20	\$26.37	\$27.54	\$28.77	\$30.06



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)

Via: Jeff Moneda, City/District Manager Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Employer-Employee Relations Resolution of the San Mateo Consolidated Fire Department

RECOMMENDATION

Approve the Employer-Employee Relations Resolution of the San Mateo Consolidated Fire Department (SMC Fire), which will implement Chapter 10, Division 4, of the Government Code of the State of California.

EXECUTIVE SUMMARY

As part of the formation of SMC Fire it was required that the new Department provide independent, support services for the proper operation of the Fire Department. All necessary agreements, resolutions and contracts that are required to support the fire department's must be adopted by the SMC Fire Board of Directors.

The purpose of this Resolution is to implement Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 and following) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer-employee relations between the Department and its employee organizations and for resolving disputes regarding wages, hours, and other terms and conditions of employment. It is also the purpose of this Resolution to provide procedures for meeting and conferring in good faith with recognized employee organizations regarding matters that directly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law.

This Resolution was developed with the assistance of Cepideh Roufouger, an attorney who specializes in labor and employment law, Ann Ritzma, Human Resources Director for Foster City and Fire Chief John Healy. The labor group, or association leaders representing all current employees of the current San Mateo, Foster City and Belmont Fire Departments were fully briefed on this Resolution and the associated Personnel Rules and Regulations.

BACKGROUND

The efficient operations for SMC Fire requires a work force that is focused on the delivery of outstanding emergency services and which is highly trained and qualified to perform its assigned duties. A competitive compensation and benefit plan is an important element in the recruitment and retention of a quality workforce.

SMC Fire was created by the action of the Joint Powers Authority (JPA), which was formed by Foster City/Estero Municipal Improvement District, the City of Belmont/Belmont Fire Protection District and the City of San Mateo. SMC Fire is required to provide all services needed to support the operations of the fire department. SMC Fire will provide integrated and comprehensive emergency response services to all three communities. The department will be responsible to provide Emergency Medical Services, and will respond to a wide variety of fires, rescues and Hazardous Materials incidents. The Department will provide coordinated emergency preparedness and CERT programs, and will provide a comprehensive Fire Prevention program including conducting annual Fire Safety inspections, new development code compliance and Fire investigations.

This Employer-Employee Relations Resolution is necessary to assist in the development of effective communications and a respectful relationship between all employees and the leadership of the San Mateo Consolidated Fire Department.

FISCAL IMPACT

There are no direct costs related to the adoption of this Resolution.

ATTACHMENTS

A. Resolution

SAN MATEO CONSOLIDATED FIRE DEPARTMENT
RESOLUTION NO. _____
EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

ARTICLE I. GENERAL PROVISIONS

Section 1. TITLE:

This Resolution shall be known as the “Employer-Employee Relations Resolution of the San Mateo Consolidated Fire Department.”

Section 2. STATEMENT OF PURPOSE

The purpose of this Resolution is to implement Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 and following) captioned “Local Public Employee Organizations,” by providing orderly procedures for the administration of employer-employee relations between the Department and its employee organizations and for resolving disputes regarding wages, hours, and other terms and conditions of employment. However, nothing contained herein shall be deemed to supersede the provisions of applicable federal or state law, ordinances, resolutions and rules which establish and regulate the civil service system, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen the personnel system and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the Department.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 3. DEFINITIONS

As used in this Resolution, the following terms shall have the meanings indicated:

- (A) APPROPRIATE UNIT or UNIT -- means a unit of employee classifications or positions established pursuant to Section 10 of this Resolution.

- (B) DEPARTMENT -- means the San Mateo Consolidated Fire Department, a joint powers authority, and where appropriate herein, "Department" refers to the Board of Directors, the governing body of the San Mateo Consolidated Fire Department, or any duly authorized management employee as herein defined.
- (C) CONFIDENTIAL EMPLOYEE - means an employee who, in the course of his or her duties, has access to confidential information relating to the Department's administration of employer-employee relations.
- (D) CONSULT OR CONSULTATION IN GOOD FAITH – means to communicate orally or in writing with an affected recognized employee organization for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the scope of representation as it does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor it subject to Article IV herein.
- (E) DAY – means calendar day unless expressly stated otherwise.
- (F) EMPLOYEE -- means any person holding a regular full-time or regular part-time position with the Department. The term "employee" does not included those persons elected by popular vote.
- (G) EMPLOYEE RELATIONS OFFICERS – means the Fire Chief or his or her duly authorized representative.
- (H) EXCLUSIVELY RECOGNIZED EMPLOYEE ORGANIZATION – means an employee organization which has been formally acknowledged by the Department as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees.
- (I) FACT-FINDING – means the process contained in Government Code section 35050.4 and 3505.5 whereby a three-member panel, one appointed by the Department, one appointed by the recognized employee organization, and one selected by the Public Employment Relations Board (PERB) or appointed by mutual agreement of the Department and the recognized employee organization, make findings of fact and recommend terms for resolving an impasse to the parties. The recommendations of the fact-finding panel are advisory only.
- (J) IMPASSE -- Means that representatives of the Department and a recognized employee organization have reached a point in their meeting and conferring in good faith where their difference on matters to be included in a Memorandum of Understanding, and

concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

- (K) **MANGAMENT EMPLOYEYEE** – means an employee having significant responsibility for formulating, administering or managing the implementation of Department policies and programs.
- (L) **PROOF OF EMPLOYEE SUPPORT** – means (1) an authorization card recently signed and personally dated by an employee, or (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder, shall be the authorization last signed by an employee. The words “recently signed” shall mean within sixty (60) days prior to the filing of a petition.
- (M) **SUPERVISORY EMPLOYEE** – means any employee having authority, in the interest of the Department, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or responsibility to direct them, or to adjust their grievances, or evaluate their performance, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

ARTICLE II – REPRESENTATION PROCEEDINGS

Section 4. FILING OF PETITION FOR RECOGNITION BY EMPLOYEE ORGANIZATION

An employee organization which seeks to be formally acknowledged as an Exclusive Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documents:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names or employee organization representatives who are authorized to speak on behalf of its members.
4. A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the Department.
5. A statement whether the employee organization is a chapter or local of, or affiliated directly or indirectly in any manner with, a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.
6. Certified copies of the employee organization's constitution and by-laws.

7. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on race, color, creed, sex, national origin, age, sexual orientation, mental or physical disability or medical condition.
9. The job classifications or titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession written proof of support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the Department. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.
11. A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusive Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The Petition, including proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury by the duly authorized officer(s) of the employee organization executing it.

Section 5. DEPARTMENT RESPONSE TO RECOGNITION PETITION

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

1. There has been compliance with the requirements of the Recognition Petition, and
2. The proposed representation unit is an appropriate unit in accordance with Section 10 of this Article II.

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing.

The petitioning employee organization may appeal such determination in accordance with Section 13 of this Resolution.

Section 6. OPEN PERIOD FOR FILING CHALLENGING PETITION

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 4 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Section 10 of this Article II. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Section 13 of this Article II.

Section 7. GRANTING RECOGNITION WITHOUT AN ELECTION

If the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

Section 8. ELECTION PROCEDURE

The Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Article II shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the Department.

Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the Department in the same unit on the date of the election. An employee organization shall be formally acknowledged

as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service. In the event that the California State Mediation and Conciliation Service declines to conduct the election, the election shall be conducted by third-party appointed by the Department.

The cost of conducting elections shall be borne in equal shares by the Department and by each employee organization appearing on the ballot.

Section 9. PROCEDURE FOR DECERTIFICATION OF EXCLUSIVELY RECOGNIZED
EMPLOYEE ORGANIZATION

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
4. Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon

disinterested third party within the time limits specified in the first paragraph of this Section 9.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section 9 in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under paragraph 3 of this Section 9, and otherwise conforms to the requirements of Section 9 of this Article.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 13 of this Article II. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section 8 of this Article II.

During the "open period" specified in the first paragraph of this Section 9, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Section 9, which the Employee Relations Officer shall act on in accordance with this Section 9.

If, pursuant to this Section 9, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 10. POLICY AND STANDARD FOR DETERMINATION OF APPROPRIATE UNITS

The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on: (1) the efficient operations of the Department and its compatibility with the primary responsibility of the Department and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized

community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. The following factors, among others, shall be considered in making such determination, not necessarily in, the order listed:

1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
2. The history of representation in the Department and similar employment; except however, that no unit shall be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
3. Consistency with the organizational patterns of the Department.
4. Effect of differing legally mandated impasse resolution procedures.
5. Number of employees and classifications, and the effect on the administration of employer-employee relations created by fragmentation of classifications and proliferation of units.
6. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section 10, professional employees shall not be denied the right to be represented separately from non-professional employees.

Notwithstanding the foregoing provisions of this Section 10, the confidential, management or supervisory status of a group of employees is crucial for purposes of Department operations and, accordingly, is a determinative factor in the assessment of community of interest facts. Confidential, management or supervisory employees may be confined to bargaining units consisting solely of confidential, management or supervisory employees respectively.

Notwithstanding the foregoing provisions of this Section 10, management and confidential employees who are included in the same unit with non-management or non-confidential employees may not represent such employees on matters within the scope of representation.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section 10. The decision of the Employee Relations Officer shall be final.

Section 11. PROCEDURE FOR MODIFICATION OF ESTABLISHED APPROPRIATE UNITS

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section 9 of this Article II. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section 4 of this Article, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 10 hereof. The Employee Relations Officer shall process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may by his own motion propose that an established unit be modified. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Section 10 of this Article II, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 13 of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units pursuant to Section 4 hereof.

Section 12. PROCEDURE FOR PROCESSING SEVERANCE REQUESTS

An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Section 11 for modification requests.

Section 13. APPEALS

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Section 4), Challenging Petition (Section 6), Decertification Petition (Section 9), Unit Modification Petition (Section 11), or Severance Request (Section 12) -- or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Section 9) or Severance Request (Section 12) -- has not been filed in compliance with the applicable provisions of this Article, may, within ten (10) days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Board of Directors for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the Board of Directors shall be filed in writing with the Board Clerk, and a copy thereof served on the Employee Relations Officer. The Board of Directors shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Board of Directors may, in its discretion, refer the dispute to a third party hearing process. Any decision of the Board of Directors on the use of such procedure, and/or any decision of the Board of Directors determining the substance of the dispute shall be final and binding.

ARTICLE III – ADMINISTRATION

Section 14. SUBMISSION OF CURRENT INFORMATION BY RECOGNIZED EMPLOYEE

All changes in the information filed with the Department by an Exclusively Recognized Employee Organization under items 1 through 11 of its Recognized Petition under Section 4 of this Resolution shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Section 15. EMPLOYEE ORGANIZATION ACTIVITIES – USE OF DEPARTMENT RESOURCES

Access to Department work locations and the use of Department paid time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for by law or in a Memoranda of Understanding and/or administrative procedures of the Department, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and shall not interfere with the efficiency, safety and security of Department operations.

Section 16. ADMINISTRATIVE RULES AND PROCEDURES

The Fire Chief is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

ARTICLE IV – IMPASSE PROCEDURES

Section 17. INITIATION OF IMPASSE PROCEDURES

If the meet and confer process has reached impasse as defined in Section 2 of this Resolution, either party may request the initiation of impasse procedures. The party initiating impasse procedures must sent written notice containing the following information: (1) a list of all issues in dispute; (2) the party's position regarding each issue; (3) a written description containing the party's last offer on each issue; and (4) a list of all issues on which there is a tentative agreement.

After notice of impasse is sent, a meeting shall then then be scheduled promptly by the Employee Relations Officer. The purpose of such impasse meeting shall be: (1) to review the position of all parties in a final effort to reach agreement on a Memorandum of Understanding; and (2) if the impasses is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

Section 18. IMPASSE PROCEDURES

Impasse procedures are as follows:

A. Mediation

If the impasse meeting does not resolve the dispute between the parties, both parties may agree to participate in mediation. The costs of mediation shall be borne equally. Mediation shall be conducted by a mutually agreed upon mediator, or a mediator supplied by the California State Mediation and Conciliation Service. Prior to the mediation, each party will submit to the mediator a statement of its position on all issues. This statement may be the same in the same form as the notice of impasse.

All mediation proceedings shall be private and confidential. The mediator shall make no public recommendations, nor take any public position at any time concerning the issues.

B. Fact-Finding

If after the impasse meeting, the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation, the exclusively recognized employee organization may request that the parties' dispute be submitted to a fact-finding panel. The request shall be accompanied by a statement that the parties have been unable to effect a settlement. Such request may be filed:

1. Not sooner than thirty (30) days, but no more than forty-five (45) days, following the appointment or selection of a mediator under this Section 17; or
2. If the dispute was not submitted to mediation, not later than thirty (30) days following the date the party provided the other written notice of a declaration of impasse.

Within five (5) days after receipt of the written request, each party shall select a person to serve as its member of the fact-finding panel. Within five (5) days after the selection of panel members by the parties, the Public Employment Relations Board ("PERB") shall be asked to select a chairperson of the fact-finding panel. Within five (5) days after PERB selects a chairperson, the parties may mutually agree upon a person to serve as chairperson in lieu of the person selected by PERB.

Within ten (10) days of its appointment, the panel shall meet with the parties or their representatives, either jointly or separately, and make inquiries and investigations, hold hearings, and take any other steps it deems appropriate. All fact finding panel procedures and any findings

and recommendations by the fact finding panel shall comply with the requirements of Government Code sections 3505.4 and 3505.5.

C. Determination by the Board of Directors

If the parties did not agree to submit the dispute to mediation or if the dispute was not resolved in mediation and fact-finding was not requested, the Board of Directors may, after holding a public hearing regarding the impasse, implement its last, best and final offer but shall not implement a memorandum of understanding.

If fact-finding is requested and the dispute remains unresolved, then no earlier than ten (10) days after the fact finders' written findings and advisory recommendations have been submitted to the parties, the Board of Directors may, after holding a public hearing regarding the impasse, implement its last, best and final offer but shall not implement a memorandum of understanding.

Any legislative action by the Board of Directors on the impasse shall be binding.

D. Costs of Impasse Procedures

The cost for the services of a mediator and/or chairperson of a fact-finding panel utilized by the parties, and any other mutually incurred costs of mediation and/or fact-finding, shall be borne equally by the Department and by the employee organization or employee organizations. The cost for the fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by that party.

ARTICLE V – MISCELLANEOUS PROVISIONS

Section 19. CONSTRUCTION

This Resolution shall be administered and construed as follows:

1. Nothing in this Resolution shall be construed to deny any person, employee, the Department, or any authorized officer, body or other representative of the Department, the rights, powers and authority granted by federal or state laws.
2. This Resolution shall be interpreted so as to carry out its purpose as set forth in Article I.
3. Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to Department employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by the Department, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by legally preemptive state or

contrary local law. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit rights accorded them under Department resolution, law or contract.

Section 20. SEPARABILITY

If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Personnel Rules and Regulations of the San Mateo Consolidated Fire Department

RECOMMENDATION

Approve the Personnel Rules and Regulations of the San Mateo Consolidated Fire Department as submitted.

EXECUTIVE SUMMARY

As part of the formation of the San Mateo Consolidated Fire Department (SMC Fire), it was required that the new Department provide independent support services for the proper operation of the Fire Department. All agreements, resolutions, contracts, policies, rules and regulations that are required to support SMC Fire must be adopted by the SMC Fire Board of Directors.

The purpose of the Personnel Rules and Regulations are to facilitate efficient and economical services to the public and to provide for a fair and equitable system of personnel management in the municipal government. To this extent, the following Rules and Regulations reflect the principles and standards of the Department's personnel system and describe other terms and conditions of employment.

These Rules set forth in detail those procedures which ensure similar treatment for those who compete for original employment and promotion, and define the obligations, rights, privileges, benefits, and prohibitions which are placed upon all employees in the regular service of the Department.

At the same time, within the limits of administrative feasibility, latitude shall be given to the Fire Chief, or his/her designee, in the interpretation of these Rules and Regulations. In the event of a conflict between these rules and a Memorandum of Understanding that is in effect, the Memorandum of Understanding shall prevail.

The Personnel Rules and Regulations were developed with the assistance of Cepideh Roufouger, an attorney who specializes labor and employment law, Ann Ritzma, Human Resources Director for Foster City and Fire Chief John Healy. The labor group, or association, leaders representing all current employees of the current San Mateo, Foster City and Belmont Fire Departments were fully briefed on the Personnel Rules and Regulations.

BACKGROUND

The efficient operations for SMC Fire requires a work force that is focused on the delivery of outstanding emergency services and is highly trained and qualified to perform its assigned duties. A fair system for administering the Departments rules and regulation is an important element in the recruitment and retention of a quality workforce.

In order to establish an equitable and uniform procedure for dealing with personnel matters; to attract to Department's service the best and most competent persons available; to assure that appointments and promotions of employees will be based on merit and fitness; and to provide a reasonable degree of security for qualified employees, the Department adopts a personnel system as provided by these rules.

All positions of employment in the service of the Department except for those specifically excluded by these rules shall be included in the competitive service. The competitive service shall include all offices, positions and employments in the service of the Department except:

- (a) The Fire Chief and his/her Assistant/Deputy Chiefs;
- (b) Elective officers;
- (c) Members of appointive boards, commissions, and committees;
- (d) All department heads;
- (e) Persons engaged under contract to supply expert, professional, technical or any other services;
- (f) Volunteer personnel, such as volunteer firefighters;
- (g) General Counsel;
- (h) Emergency employees who are hired to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, or earthquake which threatens life or property;
- (i) Employees, other than those listed elsewhere in this section, who are not regularly employed in permanent positions (e.g., limited-term or temporary employees);
- (j) Any position excluded from the competitive service by the Board of Directors.

All employees who are not in the regular or competitive service are considered to be at-will employees who serve at the pleasure of the appointing authority and may be removed from service at any time, with or without cause, and, unless provided by law, without any right of appeal.

Unless otherwise specifically provided, these Personnel Rules shall apply to all positions of the Department.

The San Mateo Consolidated Fire Department (SMC Fire) was created by the action of the Joint Powers Authority, which was formed by Foster City/Estero Municipal Improvement District, the City of Belmont/Belmont Fire Protection District and the City of San Mateo. SMC Fire is required to provide all services needed to support the operations of the Fire department. SMC Fire will provide integrated and comprehensive emergency response services to all three communities. The department will be responsible to provide Emergency Medical Services, and will respond to a wide variety of Fires, Rescues and Hazardous Materials incidents. The Department will provide coordinated emergency preparedness and CERT programs, and will provide a comprehensive Fire Prevention program including conducting annual Fire Safety inspections, new development code compliance and Fire investigations.

FISCAL IMPACT

There are no direct costs related to the adoption of the Personnel Rules and Regulations.

ATTACHMENTS

- A. Resolution
- B. Personnel Rules and Regulations of the San Mateo Consolidated Fire Department

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT AUTHORIZING STAFF TO ESTABLISH DEPARTMENTAL PERSONNEL RULES AND REGULATIONS

WHEREAS, in November, 2017, the San Mateo Consolidated Fire Department (SMC Fire) was created by the action of the Joint Powers Authority (JPA), which was formed by Foster City/Estero Municipal Improvement District, the City of Belmont/Belmont Fire Protection District and the City of San Mateo; and,

WHEREAS, as part of the formation of SMC Fire it is required that the new agency provide independent support services for the proper operation of the department, including the development of personnel rules and regulations; and,

WHEREAS, the purpose of Personnel Rules and Regulations are to facilitate efficient and economic services to the public and to provide for a fair and equitable system of personnel management within the department; and,

WHEREAS, the proposed rules and regulations developed by staff reflects the principles and standards of the department's personnel system and describes other terms and conditions of employment; and,

WHEREAS, these rules set forth in detail procedures which ensure similar treatment for those who compete for employment and promotion, and define the obligations, rights, privileges, benefits and prohibitions which are placed upon all employees in the regular service of the department.

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

SECTION 1. The Fire Chief is authorized to establish the proposed Personnel Rules and Regulations for the San Mateo Consolidated Fire Department.

* * *

ADOPTED November 1, 2018, by the Board of Directors of the San Mateo Consolidated Fire Department by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

Department Counsel

**SAN MATEO CONSOLIDATED
FIRE DEPARTMENT**

Personnel Rules and Regulations

TABLE OF CONTENTS

SECTION 1 - GENERAL PROVISIONS	1
1.01 The Competitive Service	1
1.02 Personnel Administration	1
1.03 Purpose of the Personnel Rules	2
1.04 No Contract Formed	3
1.05 Amendments or Revisions to the Personnel Rules	3
1.06 Severability	3
1.07 Employee Responsibility	3
SECTION 2 - DEFINITIONS	4
SECTION 3 - PERSONNEL RECORDS	8
3.01 Personnel File	8
3.02 References and Release of Information in Personnel Files	8
3.03 Access to Personnel File.....	8
3.04 Changes in Personal Information	9
3.05 Medical Information	9
3.06 Recruitment Records	9
3.07 Payroll Records.....	9
3.08 Destruction of Records	9
SECTION 4 - APPLICATIONS AND EXAMINATIONS	11
4.01 Announcements	11
4.02 Applications.....	11
4.03 Character of Examinations	11
4.04 Promotional Examinations	11
4.05 Conduct of Examinations	11
4.06 Disqualification	12
4.07 Shared Recruitment and Examinations.....	12
4.08 Notification of Examination Results and Review of Examination Records ..	13
SECTION 5 - EMPLOYMENT LISTS	14
5.01 Establishment of Employment Lists.....	14
5.02 Request for Employment List.....	14
5.03 Order of Certification	14
5.04 Duration of Employment Lists	14

5.05	Removal of Names From Employment Lists	15
5.06	No Guarantee of Employment.....	15
SECTION 6 - APPOINTMENTS		16
6.01	Interview and Selection	16
6.02	Background Investigation.....	16
6.03	Documentation of Authorization to Work in the United States	16
6.04	At-Will Employment	16
6.05	Types of Appointments	17
SECTION 7 - MEDICAL STANDARDS		19
7.01	Post-Offer, Pre-Employment Medical Examination	19
7.02	Fitness for Duty Examinations	19
7.03	Standards for All Medical Examinations.....	19
SECTION 8 - PROBATIONARY PERIOD.....		21
8.01	Nature, Purpose and Duration	21
8.02	Extension of Probationary Period.....	21
8.03	Recommendation for Permanent Status	21
8.04	Rejection of Probationary Employee.....	22
8.05	Promotional Probationary Period	22
8.06	Promotional Period Following Reemployment	22
SECTION 9 - PERFORMANCE EVALUATIONS		23
9.01	Purpose and Policy	23
9.02	Timing of Evaluations	23
9.03	Performance Evaluation Process	23
SECTION 10 - TRANSFERS AND VOLUNTARY DEMOTIONS		25
10.01	Transfers	25
10.02	Voluntary Demotions	25
SECTION 11 - RESIGNATIONS, JOB ABANDONMENT AND REINSTATEMENTS		26
11.01	Resignation	26
11.02	Failure to Report to Work (Job Abandonment).....	26
11.03	Reinstatement	26
SECTION 12 - MEDICAL SEPARATIONS		28
12.01	Medical Separation Procedures	28
12.02	Right to Use Accrued Leaves	28
12.03	Rehire of Employee Retired or Separated for Disability.....	28

SECTION 13 - CALPERS DISABILITY RETIREMENT APPLICATION.....	29
BY SAFETY MEMBERS.....	29
13.01 Initial Determination.....	29
13.02 Appealing an Initial Determination	29
13.03 Hearing on Appeal.....	29
SECTION 14 DISCIPLINARY ACTION	31
14.01 Disciplinary Action.....	31
14.02 Types of Disciplinary Action	31
14.03 Causes for Discipline.....	31
14.04 Reprimands.....	32
14.05 Disciplinary Action Other Than a Reprimand.....	32
14.06 Appeal of a Disciplinary Action.....	33
14.07 Firefighters' Procedural Bill of Rights	34
SECTION 15 - LAYOFFS AND REDUCTIONS IN FORCE.....	35
15.01 Layoff Policy	35
15.02 Notification.....	35
15.03 Order of Layoff.....	35
15.04 Employee Options	35
15.05 Reinstatement List	36
15.06 Reinstatement	36
15.07 Layoff of At-Will Employees.....	37
SECTION 16 - CLASSIFICATION PLAN.....	38
16.01 Purpose of the Plan.....	38
16.02 Administration of Classification Plan.....	38
16.03 Class Specifications	38
16.04 Interpretation of Class Specifications.....	39
16.05 Reclassifications	40
SECTION 17 - COMPENSATION	41
17.01 Salary Plan.....	41
17.02 Salary Upon Initial Appointment	41
17.03 Advancement through the Salary Plan	41
17.04 Salary Upon Promotion	41
17.05 Salary Upon Transfer.....	42
17.06 Salary Upon Demotion	42

17.07	Salary Upon Reclassification.....	42
17.08	Salary Upon Reinstatement or Reemployment	42
17.09	Timing of Salary Adjustments.....	42
17.10	Conversion Factors	43
SECTION 18 - HOURS OF WORK AND OVERTIME		44
18.01	Work Week or Work Period Defined	44
18.02	Overtime Policy	44
18.03	Overtime Defined	44
18.04	Attendance Records	45
SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY AND REASONABLE ACCOMMODATIONS		46
19.01	Equal Employment Opportunity.....	46
19.02	Reasonable Accommodations.....	46
SECTION 20 - HARASSMENT, DISCRIMINATION AND RETALIATION		47
PREVENTION		47
20.01	General Policy	47
20.02	Definitions	47
20.03	Reporting Procedures	48
20.04	Investigation Procedures.....	48
20.05	Violations of this Rule.....	49
SECTION 21 - LEAVES OF ABSENCES		50
21.01	General.....	50
21.02	Family Medical Leave	50
21.03	Pregnancy Disability Leave or Accommodation.....	50
21.04	Military Leave.	50
21.05	Sick Leave	50
21.06	Jury or Witness Duty	51
21.07	Unpaid Personal Leave.....	52
21.08	Other Leaves.....	53
SECTION 22 - EMPLOYEE ETHICAL STANDARDS		54
22.01	General Policy	54
22.02	Expectations.....	54
22.03	Gifts on Behalf of the Department	55
22.04	Use of Public Property.....	55
22.05	Political Activities	55

22.06	Outside Employment	55
22.07	Procedures	57
SECTION 23 - ANTI-NEPOTISM POLICY		58
23.01	Policy	58
23.02	Definitions	58
23.03	Employees Who Are Spouses and Registered Domestic Partners	58
23.04	Employees Who Are Immediate Family Members	59
23.05	Policy Exceptions	59
23.06	Appeals	59
23.07	Immediate Family Members of Elected Officials	59
SECTION 24 - STANDARDS OF CONDUCT		60
24.01	Drug and Alcohol Free Workplace.....	60
24.02	Tobacco Prohibited.....	60
24.03	Mandated Reporting	60
24.04	Anti-Fraternization	60
24.05	Department Computers, Telephones and Electronic Media.....	61
24.06	Workplace Violence	61
24.07	Use of Department Property and Vehicles	61
24.08	Other Conduct.....	61
SECTION 25 - SAFETY		62
25.01	General Statement.....	62
25.02	Employee Responsibilities	62
25.03	Incident Reporting	62
SECTION 26 - GRIEVANCES.....		63
26.01	Grievance Definition	63
26.02	Grievance Procedure.....	63
26.03	General Conditions of Grievances.....	65

SECTION 1 - GENERAL PROVISIONS

1.01 The Competitive Service

In order to establish an equitable and uniform procedure for dealing with personnel matters; to attract to Department's service the best and most competent persons available; to assure that appointments and promotions of employees will be based on merit and fitness; and to provide a reasonable degree of security for qualified employees, the Department adopts a personnel system as provided by these rules.

All positions of employment in the service of the Department except for those specifically excluded by these rules shall be included in the competitive service. The competitive service shall include all offices, positions and employments in the service of the Department except:

- (a) The Fire Chief and his/her Assistant/Deputy Chiefs;
- (b) Elective officers;
- (c) Members of appointive boards, commissions, and committees;
- (d) All department heads;
- (e) Persons engaged under contract to supply expert, professional, technical or any other services;
- (f) Volunteer personnel, such as volunteer firefighters;
- (g) General Counsel;
- (h) Emergency employees who are hired to meet the immediate requirements of an emergency condition, such as extraordinary fire, flood, or earthquake which threatens life or property;
- (i) Employees, other than those listed elsewhere in this section, who are not regularly employed in permanent positions (e.g., limited-term or temporary employees);
- (j) Any position excluded from the competitive service by the Board of Directors.

All employees who are not in the regular or competitive service are considered to be at-will employees who serve at the pleasure of the appointing authority and may be removed from service at any time, with or without cause, and, unless provided by law, without any right of appeal.

Unless otherwise specifically provided, these Personnel Rules shall apply to all positions of the Department.

1.02 Personnel Administration

The Fire Chief is the Personnel Officer. The Fire Chief shall administer the Department's personnel system and may delegate any of the responsibilities and authorities to another designee. The Fire Chief or designee shall:

- (a) Interpret and administer all provisions of these Rules and Regulations and all related Board actions, resolutions, policies and procedures concerning personnel matters of the Department.
- (b) Prepare and recommend to the Board personnel rules and regulations, including revisions and amendments thereto.
- (c) Prepare or cause to be prepared a position classification plan, including classification specifications, a compensation plan, and recommended revisions of the plans.
- (d) Manage and implement the recruitment and selection process for employee selection.
- (e) Manage the Department's compensation policy.
- (f) Provide for the publishing or posting of notices of tests for positions in the classified service; the receipt and evaluation of applications thereof; the conducting and grading of tests; the certification of a list of persons eligible for appointments to the appropriate position in the competitive service; and the performance of any other duty that may be required to administer the personnel system.

The Personnel Officer shall issue such additional administrative policies and procedures as he/she deems necessary to effect these Rules and Regulations. Such additional administrative policies and procedures shall be in writing and shall be made available to employees and employee organizations.

Departmental rules and regulations, if not in conflict with these rules or applicable laws, ordinances, resolutions or relevant Memoranda of Understanding, shall become effective upon the Personnel Officer's approval. Employees and recognized employee organizations shall be informed of and have an opportunity to discuss proposed policies and procedures that are within the scope of representation, within a reasonable time prior to the proposed effective date, unless an emergency or urgent situation requires enactment without prior notice. In that event, organizations shall still be informed and may meet within a reasonable time thereafter.

1.03 Purpose of the Personnel Rules

The objectives of these Rules are to facilitate efficient and economical services to the public and to provide for a fair and equitable system of personnel management in the municipal government. To this extent, the following Rules and Regulations reflect the principles and standards of the Department's personnel system and describe other terms and conditions of employment.

These Rules set forth in detail those procedures which ensure similar treatment for those who compete for original employment and promotion, and define the obligations, rights, privileges, benefits, and prohibitions which are placed upon all employees in the regular service of the Department.

At the same time, within the limits of administrative feasibility, latitude shall be given to the Fire Chief, or his/her designee, in the interpretation of these Rules and Regulations. In the event of a conflict between these rules and a Memorandum of Understanding that is in effect, the Memorandum of Understanding shall prevail.

1.04 No Contract Formed

These Rules do not create any contract of employment express or implied, or any rights in the nature of a contract.

1.05 Amendments or Revisions to the Personnel Rules

The Department's Personnel Officer shall prepare and present proposed amendments or revisions to these Rules to the Board for their consideration. Except in cases of emergency, reasonable advance written notice shall be given to employees and affected recognized employee organizations when proposed changes and amendments directly relating to matters within the scope of representation as defined by the Meyers-Milias-Brown Act, Government Code Sec. 3500, *et seq.*, are being considered for presentation to the Board for adoption. Such affected employee organizations shall have an opportunity to meet and confer. In emergency situations, organizations shall still be informed and may meet within a reasonable time thereafter. At the time of the Board's consideration, any interested party may appear and be heard. All proposed amendments or revisions shall become effective only upon approval by resolution of the Board.

1.06 Severability

If any provision of these rules, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of these rules, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

1.07 Employee Responsibility

Each employee is responsible for reading and complying with these Rules.

SECTION 2 - DEFINITIONS

The following definitions apply throughout these Rules unless the context clearly requires another meaning.

- (1) “APPOINTING AUTHORITY” shall mean the Fire Chief for all positions with the Department, except that the appointing authority for the position of Fire Chief shall be the Board of Directors.
- (2) “APPOINTMENT” shall mean the offer to and acceptance by a person to a position of employment with the Department.
- (3) “BANDING” shall mean a scoring method used to group test scores in a specific range. Candidates whose scores fall within the same range are grouped together and are considered to have the same score.
- (4) “BASE PAY” shall mean the monthly pay range and salary established by the Department salary plan for each classification.
- (5) “BOARD” used alone shall mean the Board of Directors for the Department.
- (6) “BREAK IN SERVICE” shall refer to the period of time when an employee was separated from employment with the Department before the individual was re-hired by the Department.
- (7) “CLASS” or “CLASSIFICATION” shall refer to a position or group of positions that are sufficiently similar in duties, responsibilities, authority and qualifications that the same descriptive title and rate of pay can be applied.
- (8) “CLASS SPECIFICATION” shall refer to a written description of duties, responsibilities and desirable knowledge, skills and qualifications for employment in a classification.
- (9) “COMPENSATION” shall refer to the salary, wage, allowances and all other forms of valuable consideration paid to any employee by reason of service in any position.
- (10) “COMPETITIVE SERVICE” means all positions of employment in the service of the Department, except those specifically excluded by Section 1.01 of these Rules.
- (11) “CONTINUOUS EXAMINATION” refers to an open competitive examination which is administered periodically and as a result of which names are placed on an employment eligibility list.
- (12) “CONTINUOUS SERVICE” shall mean service in the employment of the Department in any classification since original regular appointment, excluding any time

prior to a break in service. Time spent in a temporary or limited term position shall not be considered as part of an employee's continuous service. An employee's length of continuous service shall be adjusted by the entire period of any authorized unpaid leave of absence except military leave, and by the employee's full-time equivalency.

(13) "DAY" shall mean a calendar day unless otherwise stated.

(14) "DEMOTION" shall mean the movement of an employee from a position in one class to a position in another class having a lower maximum salary. A demotion may be voluntary or involuntary.

(15) "DEPARTMENT" shall mean the San Mateo Consolidated Fire Department.

(16) "DISMISSAL" shall mean the termination of employment of an employee for cause.

(17) "DOMESTIC PARTNER" or "REGISTERED DOMESTIC PARTNER" shall have the same meaning as defined in California Family Code section 297.

(18) "ELIGIBLE" shall mean any applicant who receives a final passing rating and whose name appears on the employment list.

(19) "EMPLOYEE" means any person in the employ of the Department who is engaged on a full or part-time or per diem basis in the service of the Department.

(20) "EMPLOYMENT LIST" means a list of qualified persons who are eligible for potential employment with the Department.

(21) "EXAMINATION" refers to the process of recruitment for employment with the Department, including the testing, selection and evaluation process used to measure the relative fitness of persons applying for positions with the Department.

(22) "EXEMPT POSITION" means a position exempted from the competitive service.

(23) "FULL-TIME EMPLOYEE" means an employee who works at least forty (40) hours per week or the minimum number of hours determined by the Board to constitute full-time employment for a position or classification.

(24) "MINIMUM QUALIFICATIONS" shall mean the qualifications of education and experience, and other qualifications to be measured by written tests, practical tests, and qualifications appraisal interviews, or a combination of such as prescribed for a given class in the Department's classification plan.

(25) "PART-TIME MERIT EMPLOYEE" refers to an employee who works less than full-time.

(26) “PERMANENT EMPLOYEE” shall mean an employee who has permanent status in the competitive service.

(27) “PERMANENT STATUS” shall mean the status of an employee who is lawfully retained in a position after completion of any applicable probationary period provided in these Rules.

(28) “PERSONNEL OFFICER” shall mean the Fire Chief or his/her designee.

(29) “POSITION” shall mean a group of current duties and responsibilities assigned or delegated by competent authority and requiring the employment of one person on either a part-time or full-time basis. A position may be occupied or vacant.

(30) “PROBATIONARY PERIOD” shall refer to a working testing period that is considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position.

(31) “PROBATIONER” shall mean an employee who has not completed the probationary period associated with his/her position.

(32) “PROMOTION” shall mean the movement of an employee from a position in one class to an existing vacant position in another class which has a higher maximum rate of pay.

(33) “RECLASSIFICATION” refers to the change in the assignment of a position from an existing class to a new class, resulting in a change in the classification plan. The change in assignment may be done by raising the position to a higher class, reducing the position to a lower class, or by moving the position to another class at the same level as measured by the change in the kind, difficulty and responsibility of the work performed.

(34) “REEMPLOYMENT” refers to the reappointment, without examination, of a former employee who was laid off or demoted in lieu of being laid off and whose name appears on a reinstatement list.

(35) “REEMPLOYMENT LIST” shall mean a list of persons in a particular class who have probationary or permanent status, and who have been legally laid off.

(36) “REINSTATEMENT” refers to the reappointment, without examination, of a former employee of the Department who resigned in good standing to the last class the employee previously held. To be eligible for reinstatement, the individual must have completed any probationary period associated with the position held.

(37) “RESIGNATION” shall mean the termination of employment of an employee made at the request of the employee.

(38) “SALARY ADVANCEMENT” shall mean an increase in salary within the salary range prescribed for the class by the Department salary plan.

(39) “SALARY RANGE” refers to the minimum, maximum and intermediate salary steps that are assigned to a class and the positions within a class.

(40) “SENIORITY” refers to the employee’s most recent length of continuous service with the Department in a regular position, adjusted for any periods during which the employee was on unpaid status as provided by these Rules.

(41) “SEPARATION” refers to any termination of employment including but not limited to death, dismissal, lay-off, resignation, or retirement.

(42) “SUSPENSION” refers to the temporary loss of pay and loss of work of an employee for disciplinary purposes.

(43) “TRANSFER” refers to either: (a) the movement of an employee from a position in one class to a position in the same class, but on another shift or to another station; or (b) the movement of an employee from one position to a position in another class with the same salary range and with the same minimum qualifications.

(44) “WAIVER” shall mean the relinquishing of any right for consideration to appointment and assignment to a particular position.

(45) “WEEK” refers to a period of seven consecutive calendar days.

SECTION 3 - PERSONNEL RECORDS

3.01 Personnel File

A personnel file shall be established and maintained in the Personnel Division for each employee. An employee's personnel file will contain only material that is necessary and relevant to the administration of the Department's personnel program. Personnel files are the property of the Department, and access to the information they contain is restricted.

In accordance with the Firefighter Procedural Bill of Rights Act, an employee will be given notice of any adverse comment to be placed in a firefighter's personnel file. An employee will be given thirty (30) days to respond in writing to the adverse comment. Any written response must be provided to the Personnel Division, which will attach the response to the adverse comment for inclusion in the personnel file.

Personnel files shall be confidential and access to the file or specific information therein shall not be available to the general public or unauthorized employees without the written approval of the subject of the file. Access to personnel files shall be strictly limited to only those with a legitimate need to have such information for Department business reasons or as required by laws.

3.02 References and Release of Information in Personnel Files

Upon request, the Department will release to the public information about its employees as required by the Public Records Act. The Department will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.

Responses to credit or employment references shall be limited to verification of name, position title, and dates of employment unless the employee authorizes in writing the release of additional information. The home address and phone number of an employee shall not be released except on the written authorization of the employee.

3.03 Access to Personnel File

An employee may submit a request to review his/her own personnel files (with the exception of investigative data pertaining to a possible criminal offense and letters of reference or other items which may be withheld from review as provided by law). Upon receiving a request, the Personnel Division will make arrangements for the employee to review documents. Any review must be done under supervision of Personnel Division staff. Any employee may also, by his/her written authorization, permit his/her representative to review his/her personnel file under the supervision of Personnel Division staff.

An employee may request in writing that the Personnel Officer remove erroneous data from his/her file. The Personnel Officer shall give his/her decision as to the removal of such data within 10 calendar days, subject to approval of the Personnel Officer. Under no circumstances is the employee or the employee's representative permitted to add to or remove any document or other item from the employee's personnel file during the inspection.

3.04 Changes in Personal Information

Each employee is responsible for promptly notifying the Personnel Division of any changes in relevant personal information, including mailing address, telephone number, persons to contact in an emergency, and number and names of dependents.

3.05 Medical Information

All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state or federal law.

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Department business reasons. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

The Department will not provide employee or applicant medical information to a third party, except as authorized by law (e.g., in response to a subpoena or as necessary in the event of a medical emergency), unless authorized by the employee or applicant in writing.

3.06 Recruitment Records

Records gathered during any recruitment process shall be filed and maintained in confidentiality by the Personnel Division. Access to recruitment records shall be strictly limited to only those with a legitimate need to have such information for Department business reasons or as required by law.

3.07 Payroll Records

The Finance department shall maintain such records that are necessary for payroll and retirement system reporting purposes. Access to payroll and retirement system records shall be limited to those with a legitimate need to have such information for Department business reasons or as required by law.

3.08 Destruction of Records

All records relating to personnel, including correspondence, applications, examination reports, and all other personnel records, may be destroyed pursuant to the laws of the State

of California and the Department's Retention Policy as it may be adopted and amended by the Department's Board.

SECTION 4 - APPLICATIONS AND EXAMINATIONS

4.01 Announcements

Whenever an examination is to be given for a position, the Personnel Manager shall prepare a job announcement that specifies the position title, essential functions of the job, nature of duties, minimum qualifications, rate of compensation, application procedure and other pertinent information for the position. All announcements for examinations shall be publicized by such methods as the Personnel Manager deems appropriate.

4.02 Applications

Applications for a Department position shall be made only in the format as provided by the Personnel Division. All applications must be completed and signed by the person applying, unless otherwise provided for in the job announcement.

4.03 Character of Examinations

The selection techniques used in the examination process shall be impartial and relate to those subjects which, in the opinion of the Fire Chief or designee measure the relative capabilities of the persons examined to execute the duties and responsibilities of the class to which they seek appointment. Examinations shall consist of selection techniques which will test the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, review of work history and/or education, written tests, personal interviews, performance tests, physical ability tests, skill tests, evaluation of daily work performance, work samples, medical tests, psychological tests, successful completion of prescribed training, or any combination of these or other tests. Applicants meeting the minimum qualifications are not guaranteed advancement through any portion or phase of the selection process. Examinations shall be designed to provide equal opportunity to all candidates by being based on an analysis of the essential requirements of the class and covering only factors related to such requirements.

4.04 Promotional Examinations

Promotional examinations shall be conducted on order of the Personnel Officer whenever practical and consistent with the best interest of the Department. Employees are encouraged to prepare for, and compete in, promotional examinations. Only permanent employees who meet the requirements set forth in the announcement for the promotional examination may apply. The promotional examination may include any of the selection techniques mentioned in Section 4.03, or any combination of them.

4.05 Conduct of Examinations

The Department may contract with any competent agency or individual for the preparing and/or administering of examinations. In the absence of such a contract, the Fire Chief or

designee shall see that such duties are performed. The Fire Chief or designee shall arrange for the use of buildings and equipment for the conduct of examinations.

4.06 Disqualification

The Personnel Officer or designee may reject any application that is incomplete or was not submitted by the specified filing date. Applications may also be rejected if the applicant:

- a. Is found to lack one or more of the minimum qualifications established for the examination or position for which he or she applies.
- b. Has been dismissed from employment for reasons which indicate unfitness for performing the duties and responsibilities of the class or position;
- c. Has used or attempted to use political pressure or bribery to secure an advantage in the examination or appointment.
- d. Has directly or indirectly obtained, or attempted to obtain, information regarding examinations to which an applicant he or she was not entitled.
- e. Does not satisfactorily complete any element of the examination process.
- f. Has made false statements of any material fact, or practiced, or attempted to practice, any deception or fraud in his or her application, on the examination or in securing eligibility.
- g. Is unable to perform the essential functions of the class or position, with or without reasonable accommodation if disabled.
- h. Has otherwise violated provisions of these Rules.
- i. For any material cause which in the judgment of the Fire Chief or designee would render the applicant unsuitable for the position, including but not limited to a prior resignation from the Department, termination from the Department, or prior disciplinary action.

When an application is rejected, the applicant may be notified of the rejection. At the discretion of the Fire Chief or designee, an applicant may be asked to correct an application that is missing required information; provided, however, that all filing deadlines are met by the applicant.

4.07 Shared Recruitment and Examinations

The Department may use eligibility lists established as a result of a shared recruitment or testing process with one or more agencies to substitute for any of all of the process that would otherwise be administered by the Department. In any case where the Personnel Officer or designee determines that such action is in the best interest of the Department, such eligibility lists provided may be treated as partially prepared eligibility lists with the applicants, whose names are on such lists, subject to further testing before the resulting eligibility lists are used to make an appointment to Department service.

4.08 Notification of Examination Results and Review of Examination Records

Each applicant shall be given notice of his or her final band or score and, if successful, his or her placement on the employment eligibility list.

A candidate shall have the privilege of inspecting a copy of his/her test answers for any written examination, except that inspection shall be permitted of standardized or copyrighted tests or of a test not scored by an absolute standard.

Written examinations subject to inspection shall be made available for inspection by candidates for three (3) days after notice of written examination results are mailed or delivered, for the purposes of detecting whether any clerical or other error has been made in the scoring of papers. No further inspection of written examination results shall be permitted after such period of time.

Any error in scoring, if called to the attention of the Fire Chief or designee within three (3) days after notification of examination results, shall be corrected. Such corrections shall not, however, require invalidation of appointments previously made.

Regulations concerning the giving of notice, the type of inspection, who may inspect, and the time, place, manner and frequency of inspection may be established to prevent the abuse of this privilege.

SECTION 5 - EMPLOYMENT LISTS

5.01 Establishment of Employment Lists

After each examination, the Personnel Officer shall prepare an employment eligibility list consisting of the names of candidates who qualified in the selection process. Multiple employment lists for a single class are permitted. When multiple employment lists exist, an eligible shall be considered based on his/her overall rating as opposed to when he/she was placed on an employment eligible list.

5.02 Request for Employment List

Whenever a vacancy is to be filled other than by transfer or demotion, the appointing authority shall make a request to the Personnel Division for the names of eligibles on a certified employment list for the applicable classification to which the vacant position belongs. The Personnel Division will provide the appointing authority with an appropriate certified list.

5.03 Order of Certification

Whenever a vacancy is to be filled in the competitive service from an employment list, the proper name or names of eligibles shall be certified from such lists in the following order:

- a. Reemployment list
- b. Promotional list
- c. Open competitive list

5.04 Duration of Employment Lists

Open competitive employment lists shall remain in effect for six months, unless sooner exhausted or abolished by the Personnel Officer or designee. The list may be extended by action of the Personnel Officer or designee for a period of up to twelve months. In no event shall an open competitive employment list remain in effect for more than one and one-half years.

Promotional employment lists shall remain in effect for one year, unless sooner exhausted or abolished by the Personnel Officer or designee. The list may be extended by action of the Personnel Officer, but in no event shall a promotional employment list remain in effect for more than one and one-half years.

In cases where open competitive examinations are held continuously, names resulting from such examinations shall remain on the employment lists for a period of two years.

5.05 Removal of Names From Employment Lists

The Personnel Officer may remove the name of an eligible from an employment list:

- a. On evidence that the eligible cannot be located; or
- b. On receipt of statement from the eligible in writing that he or she no longer desires consideration for the position with the Department; or
- c. If the eligible fails to respond within 72 hours after any notice sent to him or her requiring an answer, or fails to keep the Personnel Division advised of his or her correct address and telephone number; or
- d. If an offer of probationary appointment to the class for which the employment list was established has been declined by the eligible; or
- e. If the eligible is on a promotional list and has resigned or has been terminated from Department employment; or
- f. If the eligible is disqualified on the medical examination or another portion of the examination process; or
- g. Other good and sufficient reason.

An eligible shall be notified in writing of any decision to remove his or her name from an employment list. Notice will be mailed to the eligible's last known address. It shall be the sole responsibility of those on an eligibility list to provide the Department with information regarding any change of address or telephone number.

5.06 No Guarantee of Employment

No person whose name appears on an eligibility list is guaranteed employment with the Department. The Fire Chief or designee may opt not to hire any and/or all persons whose names appear on an eligibility list.

SECTION 6 - APPOINTMENTS

6.01 Interview and Selection

The appointing authority or designee to whom a list of eligibles is provided shall interview eligibles as he/she deems necessary. The appointing authority shall make the selection from the names certified and shall notify the appointing authority and the Personnel Division of his/her selection for potential appointment.

Any eligible on the certified employment list for a classification may be considered for appointment. Such consideration of eligibles shall be termed "rule of the list" such that any individual on the list may be appointed. However, no person on an employment list shall be considered for appointment unless all other eligibles with a higher or equal employment list ranking have been interviewed by the appointing authority or designee.

6.02 Background Investigation

As part of the examination process and in the process of considering any eligible on the employment list for appointment, it shall be Department policy to obtain as much job-related/pre-employment information as possible, within the confines of the law, from current and/or former employers of potential new Department employees before a formal employment offer is extended. The Personnel Officer or designee may conduct such investigation of an eligible's training, experience, and mental, physical and personal fitness as may be necessary to determine suitability for appointment. Eligibles may be required to submit fingerprints as part of any background investigation conducted by the Department.

6.03 Documentation of Authorization to Work in the United States

Any person appointed to a position will be required to submit documentation of his/her authorization to work in the United States.

6.04 At-Will Employment

Except as defined as being within the competitive service or as defined in an employment agreement, all appointments, regardless of type, are at-will appointments which may be terminated with or without cause and with or without notice at any time by either the employee or the Department. Nothing in these Personnel Rules or in any document or statement shall limit the right to terminate employment at-will. Only the Board of Directors may approve or authorize an employment agreement and any such employment agreement must be in writing.

6.05 Types of Appointments

Appointments shall be in the categories established below:

- A. Regular Appointments – Appointment to a position which works an on-going schedule, whether part-time or full-time. Regular appointments that are included in the competitive service must serve a probationary period as provided in these Rules.
- B. Provisional Appointments - The appointing authority, on recommendation of the Personnel Officer, may make a provisional appointment of a person who possesses the minimum qualifications established for a particular class, in the absence of an available employment list. Such appointment may be in effect until an employment list is established and an appropriate hire is made. A provisional employee is an at-will employee who may be removed at any time without the right of appeal or hearing. If a provisional employee is selected for a full time position with the Department in the same classification, the time served as the provisional appointee may be counted as time toward the fulfillment of the required probationary period, provided there is no break in service. A provisional employee must compete for the position to which he/she was provisionally appointed in order to secure the regular position. No special credit shall be given to a provisional employee in competing for a regular position for the service rendered under a provisional appointment.
- C. Temporary Appointments - The Personnel Officer may authorize a temporary appointment for when personnel services are required to be rendered for a limited term, in a non-regular position. The Personnel Officer shall further have the authority to terminate any temporary employee at any time without cause and to alter or modify any of the previously prescribed terms, conditions and time period of such employment. Temporary employees shall not have the right to appeal decisions made by the Department affecting their employment. Temporary employees are not entitled to earn, accrue, or participate in any Department employee benefit plans or receive paid or unpaid leave, except as required by law. A temporary employee may be terminated at any time without right of appeal or recourse to the grievance procedure. No person shall achieve probationary or regular status as a result of appointment to a temporary position and such service shall not be counted as fulfillment of any part of probationary requirements in the event of subsequent appointment to a permanent position by the Department.
- D. Limited Term Appointment - Appointment of a person to a position that is to perform a specific assignment or a position that is necessary for a limited period of time that does not exceed three (3) years. Circumstances under which a limited term appointment may be made include, but are not limited, to: (a) a position that is created for a project(s) or work that is expected to be completed within three (3) years; (b) a position that is funded by grant funds of three (3) or less years in

duration; (c) a position that is funded by moneys from capital or enterprise funds that may be unavailable after three (3) years; or (d) a time-limited trainee position. A limited term appointment may also be made when there is a temporary vacancy due to the long-term approved leave of a regular employee. For the purposes of this provision, "long-term approved leave" shall mean a leave of absence expected to be at least three (3) months in duration. Individuals employed in a limited term appointment are serving in an at-will capacity and may be removed at any time without the right of appeal or hearing. Limited term appointments shall be considered exempt from the competitive service.

SECTION 7 - MEDICAL STANDARDS

7.01 Post-Offer, Pre-Employment Medical Examination

A post-offer, pre-employment medical examination may be required for applicants for certain positions. Any such examination will be administered by, or approved by, a physician, or physicians, designated by the Department prior to appointment. Applicants shall be entitled to only one medical examination, unless further medical examinations have been recommended in writing to the Personnel Division by the approving physician designated by the Department.

Any pre-employment physical will be done in accordance with the standards set forth in the Americans with Disabilities Act or other applicable law to determine whether the employee can perform the essential duties of the position, with or without reasonable accommodation. If the results of a pre-employment examination will result in the disqualification of an applicant, the applicant will be notified and given an opportunity to submit an independent medical opinion for consideration before a final decision on disqualification is made.

No appointment may be made official until a positive determination is made that the applicant can perform the essential functions of the position, with or without reasonable accommodation.

7.02 Fitness for Duty Examinations

An employee may be required to undergo a physical and/or mental evaluation (i.e., a medical examination) to determine his/her capacity to perform the duties of his/her position.

An employee may be required to submit to an examination by a competent medical practitioner whenever there is a reasonable suspicion that an employee is physically or mentally unfit to perform the duties of his/her position, may subject others to infection or may subject the employee or third persons to the risk of injury.

The Department also may require a medical examination and/or medical release before an employee may return to work following an absence due to illness, injury, or surgery.

A standard medical examination also may be required before an employee is appointed to a classification with more rigorous medical standards.

7.03 Standards for All Medical Examinations

Any medical examinations done pursuant to this rule will be done in accordance with the standards set forth in the Americans with Disabilities Act or other applicable law to determine whether the employee can perform the essential duties of the position, with or

without reasonable accommodation. Applicants and employees appointed to or seeking appointment to positions assigned fire suppression duties may be required to demonstrate that they can safely and efficiently perform the essential functions of the position, with or without reasonable accommodation, by meeting National Fire Protection Association Standards, as those standards may be amended from time to time.

SECTION 8 - PROBATIONARY PERIOD

8.01 Nature, Purpose and Duration

The probationary period shall be an essential part of the examination process, and shall be utilized to determine whether an individual appointed to a position in the competitive service is able to effectively perform the duties of the position. The probationary period is designed to encourage the most effective adjustment of an employee newly appointed to a position in the competitive service, and specifically for dismissing any employee on probationary status whose performance does not meet the required standards.

The initial length of probation for full-time and part-time employees appointed to positions in the competitive service shall be for a period of not less than twelve (12) months of actual service. For sworn Fire employees, probation shall be not less than eighteen (18) months of actual service. The probationary period after a promotion shall begin on the date the employee is appointed to the new class. The need for a probationary period following transfer, reinstatement, reemployment or demotion, shall be in accordance with these Rules.

The probationary period of an employee who is absent from work, temporarily reassigned to perform work in another classification, or temporarily assigned to perform modified or light duty will be automatically extended by the same amount of time as the absence or reassignment, so as to result in a probationary period of active working duty performing the full scope of duties of the regular position for the required 12 months (or 18 months for sworn Fire personnel) of active duty service.

8.02 Extension of Probationary Period

The appointing authority or designee may extend the probationary period of an employee up to, and not to exceed, an additional six (6) months to provide for additional time to determine the suitability of the employee for continued employment in the regular position. In the event that an extension of initial or promotional probation is required, an employee shall be evaluated and counseled monthly by the process set forth in Section 8 below. Notice of any extension will be provided in writing to the employee in advance of completion of the probationary period.

8.03 Recommendation for Permanent Status

An employee will attain permanent status on the day following the date ending the probationary period, provided that the Personnel Division has received from the Fire Chief or designee a statement in writing that the services of the employee during the probationary period have been satisfactory and that the employee is recommended to be continued in the service. An employee whose appointment is to be made permanent shall be so notified. No probationary employee shall achieve status as a permanent employee until permanent status is authorized by the Fire Chief.

8.04 Rejection of Probationary Employee

During the probationary period, an employee may be rejected at any time without the right of appeal or recourse to the grievance procedure. Delivery in person or depositing of a postage-paid, first-class letter in the U.S. mail addressed to the employee's address of record shall constitute notice. Unless an appointment is made permanent at the close of the probationary period, the services of the employee shall be terminated.

8.05 Promotional Probationary Period

The serving of a probationary period shall not, of itself, prevent an employee from being appointed to a position in a higher class, provided he is certified from an appropriate employment list for such higher class. If an appointment is made in this manner during a probationary period, the probationary period for the new class or position to which he is appointed shall begin with the date of appointment to such latter class of position.

An employee who has previously completed the requisite probationary period associated with his/her initial appointment with the Department and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed; except that if the employee is dismissed for cause during the promotional probationary period, the employee shall not be entitled to such reinstatement rights.

An employee who has not previously completed the requisite probationary period before seeking promotion and who is rejected during the probationary period for the promotional appointment shall be released from Department service. The employee will have no right to reinstatement to the former position from which the employee was appointed.

8.06 Promotional Period Following Reemployment

A probationer who is laid off during the probationary period shall, in the event of reemployment, be required to complete the balance of the probationary period.

SECTION 9 - PERFORMANCE EVALUATIONS

9.01 Purpose and Policy

Evaluation of work performance provides the employee and management of the Department with an assessment of the individual's development over the employee's entire period of employment. Performance evaluations also establish performance expectations and development plans for future performance.

It is the policy of the Department that regular reports shall be made on all employees regarding efficiency, competency, conduct and merit. The responsibility shall be borne by the Fire Chief and his/her subordinate managers and supervisors. It shall be the responsibility of the Personnel Division to provide and prescribe the forms and procedures to be used in performance evaluations and to assist in the training of supervisor personnel so that performance evaluations will be carried out in a sound, effective and timely manner.

9.02 Timing of Evaluations

Performance evaluation reports should be rendered at least once annually for all regular employees, except that those employees serving in a probationary status should be evaluated at least quarterly during the probationary period. An employee may be evaluated at more frequent intervals at the discretion of the Fire Chief or designee.

All performance evaluations shall be submitted in writing to the Personnel Division and reviewed by the Personnel Officer. The performance evaluation, a copy of which is to be provided to the employee, shall indicate the progress, capacity, and suitability of the employee. An employee who receives an overall rating of anything less than satisfactory should be re-evaluated within three (3) months of receiving such rating.

Nothing in this section shall preclude the Department from rejecting an employee serving in a probationary status at any time, with or without cause for such rejection.

9.03 Performance Evaluation Process

Each employee evaluation shall be discussed by the supervisor with the employee and signed by the employee being evaluated at the time of counseling and evaluation. The employee's signature on the evaluation does not indicate agreement with its contents. If an employee refuses to sign, such refusal shall be noted, initialed by the employee, and witnessed. Appropriate department management shall review and sign the form before routing it to the Personnel Officer for review. The original evaluation shall be filed in the employee's official personnel file. A copy of the approved performance evaluation form shall be provided to the employee.

An employee who disagrees with his/her evaluation may file a written rebutting statement within thirty (30) calendar days after the evaluation. The rebutting statement shall be

placed in the employee's official personnel file with the performance evaluation to which it refers. Performance evaluations shall not be subject to grievance or appeal.

SECTION 10 - TRANSFERS AND VOLUNTARY DEMOTIONS

10.01 Transfers

A transfer of an employee from a position in one department, division or assignment of the Department to a position of the same class in another department, division or assignment of the Department may be made at any time by the appointing authorities concerned. No increase or advance in salary shall be made unless the regulations governing salary advancement are complied with.

Whenever possible, an employee being transferred from one position to another position in the same class or a comparable class will receive five business days' notice. The transfer process shall not be used to effectuate a promotion or demotion, each of which may be accomplished only as provided in these Rules. No person shall be transferred to a position for which he/she does not possess the minimum qualifications. Probationary employees transferred from one department to another in the same classification will continue their original probation period. A change from a lower to a higher classification shall not be considered a transfer but shall be considered a promotion and shall be subject to appropriate examination procedures.

At the request of an employee who has one year of continuous service in the competitive service, and with the approval of the Personnel Officer, an employee may be transferred from a position in one class to a position in another class with the same salary range involving substantially the same level of duties and responsibilities but requiring additional or different special requirements. The Personnel Officer may require the employee to demonstrate in an examination that he/she possesses the additional or special requirements. A transfer from one class to another class shall require the service of a new probationary period unless such probationary period is waived by the appointing authority.

The decision as to whether or not to transfer an employee shall be at the sole discretion of the appointing authority and is not subject to any grievance or appeal procedure.

10.02 Voluntary Demotions

At the request of an employee who has one year of continuous service with the Department, and with the approval of the Personnel Officer, an employee may be demoted from a position in one class to a position in another class with a lower salary range involving the same type of duties and responsibilities. The Personnel Officer may require the employee to demonstrate in an examination that he or she possesses any additional or special requirements. A demotion from one class to another shall require the service of a new probationary period unless such probationary period is waived by the appointing authority.

**SECTION 11 - RESIGNATIONS, JOB ABANDONMENT AND
REINSTATEMENTS**

11.01 Resignation

An employee who wishes to resign in good standing shall submit notice of his or her resignation in writing to the appointing authority or their supervisor at least two weeks prior to the separation date. Resignations are irrevocable and shall be promptly forwarded to and recorded by the Personnel Division. Resignations shall become effective upon receipt by the Department, with the necessity of any written acceptance, unless the employee is notified otherwise.

Failure of an employee to provide notice as described in this section shall be entered on the service record of an employee and may be cause for denying future employment with the Department.

11.02 Failure to Report to Work (Job Abandonment)

An employee will be deemed to have voluntarily resigned employment through job abandonment if the employee is absent without authorized leave, fails to report to work when directed, and/or fails to return following the conclusion of an authorized leave of absence. If the employee has attained permanent status, the employee will receive notice of the Department's intent to terminate for job abandonment, an opportunity to respond, and a final notice of termination for job abandonment before being separated under this provision. Employees separated from employment for job abandonment automatically waive all rights of appeal under these Rules.

At the discretion of the Fire Chief or designee, an employee who is separated from service for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence, such as severe accident, severe illness, false arrest, or mental or physical impairment, within three (3) days of the effective date of his/her separation.

11.03 Reinstatement

A regular employee who resigns in good standing, upon written request and the submission of a current employment application, may be considered for reinstatement to a vacant position in the same or comparable class in the Department service without examination within twelve (12) months of the effective date of such resignation. A comparable position is one with the same or similar duties and/or requires substantially the same basic qualifications. Reemployment lists shall take precedence over reinstatements. Final approval of any reinstatement shall reside with the Fire Chief; it shall not be mandatory to reinstate a former employee. Reinstatement may be contingent upon successfully passing a medical examination as required by these rules. If reinstatement is to a position other than previously occupied, a probationary period may be required as set forth in these Rules.

Reinstated employees shall not receive credit for former employment in computing pay, benefits or seniority.

SECTION 12 - MEDICAL SEPARATIONS

12.01 Medical Separation Procedures

An employee who becomes unable to perform the essential functions of his or her position due to a disability or other medical condition may be medically separated from employment.

Prior to medical separation, the Department will determine what accommodations, if any, can be reasonably provided to the employee in accordance with Department policy and any applicable law. In addition, if appropriate, the Department may consider an employee's potential eligibility for disability retirement benefits.

Before medically separating a regular employee in the competitive service who has completed his/her probationary period, the Personnel Officer or designee will provide the affected employee with notice of the proposed decision to medically separate. The notice shall: (1) inform the employee of the action intended, the reason for the action and the proposed effective date; and (2) inform the employee of the right to respond to the proposed action and to whom to respond. After review of any timely response, the Personnel Manager or designee shall notify the employee of any final action to be taken and the effective date of that action.

A medical separation of an employee in the competitive service who has completed his/her probationary period may be appealed pursuant to the disciplinary appeals procedures contained in these Rules. An at-will employee, or an employee who has not completed the probationary period for his/her regular appointment has no right to appeal or grieve a medical separation.

12.02 Right to Use Accrued Leaves

Vacation, sick leave, administrative leave, compensatory time off, holiday, paid time off or other accrued leave may not be used to extend an employee's employment separation date beyond the employee's last day of actual work, unless approved by the Fire Chief. Use of sick leave shall be authorized only upon proper medical verification that the use of such leave complies with the rules pertaining to the use of sick leave.

12.03 Rehire of Employee Retired or Separated for Disability

An employee who is retired or otherwise separated on account of disability may apply for reinstatement pursuant to Section 11.03 with the Department if the medical condition causing the disability improved such that the employee may perform the essential functions of the position for which he/she is applying, with or without reasonable accommodation.

SECTION 13 - CALPERS DISABILITY RETIREMENT APPLICATION
BY SAFETY MEMBERS

13.01 Initial Determination

The Board of Directors has delegated responsibility for making initial determinations on an application for disability retirement benefits for a safety member to the Fire Chief. In accordance with that delegation, upon receipt of an application for disability retirement benefits from a safety member, an initial determination will be made by the Fire Chief upon medical and other available evidence. The applicant may be required to submit to a medical examination in order for the Fire Chief to obtain sufficient information to make a determination.

The Fire Chief's determination will address the following: (1) whether the applicant is incapacitated from the performance of duty pursuant to the standard for disability retirement under the Public Employees' Retirement Law (PERL); and (2) if the applicant is determined to be incapacitated, whether the cause of such incapacitation was industrial or non-industrial.

The Fire Chief's determination shall be made within six (6) months of the date of the request for such determination from CalPERS unless this time requirement is voluntarily waived in writing by the applicant. The Department will provide written notice of its determination to CalPERS and applicant.

13.02 Appealing an Initial Determination

An applicant may appeal the Fire Chief determination on the issue of incapacity by requesting a written request for a hearing on this issue directly to the Fire Chief. An applicant may appeal the Fire Chief's determination as to the issue of causation by filing an appeal with the Workers' Compensation Appeals Board (WCAB) for a Finding of Fact determination as to causation. Any appeal of the Department's initial determination on an application must be filed within thirty (30) calendar days of the date on the notice of determination. The Fire Chief's determination shall not be subject to review under the grievance procedure.

13.03 Hearing on Appeal

If the applicant requests a hearing on the issue of incapacity, the hearing shall be held in conformity with the Administrative Procedures Act. When an applicant requests a hearing, the Department will notify CalPERS. The Department will also notify the Office of Administrative Hearings and will request a hearing date and a pre-hearing conference with an Administrative Law Judge. The applicant will be informed of the hearing date, time and location. The hearing shall be conducted before the Administrative Law Judge. The hearing shall be recorded. The burden of proof is on the applicant to demonstrate incapacity.

Following the hearing the Administrative Law Judge will issue a written proposed decision. The proposed decision will include a determination of issues, findings and summary of facts. The proposed decision will be reviewed and acted upon by the Board. The Board will either:

1. Adopt the proposed decision as its own decision.
2. Make changes in the proposed decision and adopt it as its own decision.
3. Reject the proposed decision and in doing so either:
 - a. Make its own decision without hearing additional evidence; or
 - b. Make its own decision following the acceptance of additional evidence; or
 - c. Remand the case back to the administrative law judge to take additional evidence and to issue a new or revised proposed decision.

The Board's decision and findings shall be served by the Department on the applicant and the applicant's designated representative, if any, by U.S. Postal Service mail (with at least mail delivery confirmation) or by personal service. The Department shall also notify CalPERS of the decision. The Board's decision shall be final and is not subject to review under the grievance procedure.

SECTION 14 DISCIPLINARY ACTION

14.01 Disciplinary Action

The Fire Chief or designee may discipline any employee in the Department service; provided however, that no employee in the competitive service who has attained permanent status will be disciplined except for cause. Employees who are excluded from the competitive service or who have not completed probation are considered at-will employees, serving at the pleasure of the Fire Chief and are not entitled to appeal or grieve any disciplinary action taken against them.

14.02 Types of Disciplinary Action

Disciplinary action may take the form of a verbal reprimand, written reprimand, reduction in pay, demotion, suspension or dismissal.

14.03 Causes for Discipline

Employees in the Department service may be disciplined for reasons that include, but are not limited to:

- a. Absence without leave, or excessive absenteeism or tardiness.
- b. Abuse of leave, which includes taking sick leave without a medical certification when required or using sick leave for unauthorized purposes.
- c. Upon conviction of any criminal act.
- d. Conduct unbecoming of any employee in public service.
- e. Dishonesty involving employment, including falsifying time sheets or any other official Department record, or making untruthful statements orally or in writing.
- f. Incompetence, which is an inability to comply with the minimum standards for an employee's position for a significant period of time or unsatisfactory job performance.
- g. Inefficiency or neglect of duty, including the failure to perform duties required of an employee's position.
- h. Insubordination, including violation of any lawful or reasonable regulation or order made and given by a superior officer or encouraging an employee to violate any such order.
- i. Violating the Department's policy against alcohol or drugs in the workplace.
- j. Negligence or willful damage to public property or waste of public supplies or equipment.
- k. Discourteous or disrespectful treatment of the public, other employees or Department officials.
- l. Working overtime without authorization.
- m. Outside employment not specifically authorized by the Department.

- n. The conviction of a crime having a nexus to Department employment. The record of conviction shall be conclusive evidence of the conviction. The Personnel Division may inquire into the circumstances surrounding the commission of the crime in order to fix or assist in fixing the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere, is deemed to be a conviction within the meaning of this provision.
- o. Violation of any of the provisions of these Rules, or any Department resolution, ordinance, code, administrative procedure, operating procedure, or safety rule or regulation.
- p. Willful and/or intentional acts of fraud or misrepresentation in obtaining benefits from the Department or under any Department sponsored plan, including workers' compensation benefits
- q. Violation of any conflict of interest resolution or policy.
- r. Violation of the Department's policy against harassment, discrimination or retaliation in the workplace.
- s. Possession of weapons on Department property, unless authorized.

14.04 Reprimands

An employee whose work or conduct is unsatisfactory may be verbally reprimand and/or provided a written reprimand. A written summary of a verbal reprimand or a written reprimand may be placed in the employee's personnel file. The employee will be asked to acknowledge receipt of or sign the written confirmation of verbal reprimand or the written reprimand. An employee's refusal to acknowledge receipt or to sign shall be noted, initialed, and witnessed before filing in the personnel file. The notice, hearing and appeal processes provided in this Rule shall not apply to a written confirmation of a verbal reprimand or to a written reprimand. An employee who disagrees with the contents of the summary of a reprimand or a written reprimand may file a written rebuttal statement within thirty (30) days. Such written rebuttal shall be placed in his/her personnel file with the written confirmation of the verbal reprimand or the written reprimand.

14.05 Disciplinary Action Other Than a Reprimand

A. Notice of Proposed Discipline and Opportunity to Respond

Written notice of any proposed suspension, demotion, reduction in pay, or discharge shall be given to a regular employee in the competitive service. Such notice shall include all of the following:

1. A statement of the level of discipline proposed;
2. The charge(s) upon which the proposed discipline is based;
3. A summary of the facts upon which the charges are based;
4. A copy of all written materials, reports or documents upon which the proposed discipline is based;

5. Notice of the employee's right to respond to the charges within 7 calendar days from the date of the notice, either in person during an informal conference or by providing a written response or both;
6. Notice of the employee's right to have a representative of his/her choice at the informal conference should he/she chose to respond orally; and
7. Notice that the failure to respond by the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

If the employee exercises his/her right to respond to the notice, the individual proposing the discipline or his/her designee shall consider the employee's response before taking any final disciplinary action. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice of proposed disciplinary action, constitutes a waiver of the employee's right to respond prior to the imposition of discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

B. Final Disciplinary Action

After receiving the employee's timely written or oral response, or after expiration of the time to provide a written or oral response, the individual who proposed discipline will either: (1) dismiss the notice of proposed disciplinary action; (2) modify the notice of intended disciplinary action; or (3) impose the proposed disciplinary action. The individual who proposed disciplinary action will provide notice of his/her decision. This notice shall include all of the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline;
2. The specific charges upon which the discipline is based;
3. A summary of the facts upon which the charges are based;
4. A copy of all written materials, reports or documents upon which the discipline is based; and
5. A statement of the nature of the employee's right to appeal.

In all cases in which discipline is imposed, a copy of the final notice shall be placed in the employee's personnel file.

14.06 Appeal of a Disciplinary Action

An employee in a position in the competitive service who has attained permanent status may appeal a suspension, demotion, disciplinary reduction in pay, or discharge by requesting an administrative hearing before the Board. The provisions of this section shall not apply to reductions in pay which are part of a general plan to reduce salaries and wages or to eliminate positions.

A disciplinary appeal must be submitted, in writing, to the Fire Chief or designee within seven (7) days after the date of the final notice of discipline. When an appeal is received,

it shall be the duty of the Fire Chief or designee to inform each member of the Board, as well as all other affected persons, of the appeal.

The Board may either hear the appeal or assign the appeal to be heard by a hearing officer. If the Board designates a hearing officer to hear the grievance, the fees and expenses of the hearing officer will be borne by the Department. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Any decision by the hearing officer will be advisory to the Board.

If the Board has heard the matter, the Board shall render a decision within sixty (60) calendar days of the close of the hearing process. If the hearing is conducted by a hearing officer, the Board shall either affirm, set aside or modify the decision within sixty (60) calendar days of receipt of the hearing officer's advisory decision, except that if the Board takes no action within sixty (60) calendar days of receipt of the advisory decision, the advisory decision shall become final and binding. Any decision by the Board shall be final and binding on the parties.

All hearings shall be conducted in accordance with the Administrative Procedures Act. Any hearing conducted under this Rule shall be recorded. Whenever a hearing on a disciplinary appeal is to be held, unless incapacitated, the person submitting the appeal shall appear personally at the hearing.

Whenever any person who has requested a hearing resigns from Department employment or withdraws the appeal before final action has been taken, no further action shall be taken.

14.07 Firefighters' Procedural Bill of Rights

Nothing in these rules is intended to supersede the Department's obligations under the Firefighters' Procedural Bill of Rights Act.

SECTION 15 - LAYOFFS AND REDUCTIONS IN FORCE

15.01 Layoff Policy

Whenever the Fire Chief and/or Board determines in his/her/their sole discretion that it is necessary to abolish any position of employment, the employee holding that position may be laid off, transferred, or demoted without disciplinary action and without the right of appeal.

15.02 Notification

An employee being laid off shall be given at least fourteen (14) days prior notice.

15.03 Order of Layoff

In each class in the competitive service, employees shall be laid off in the inverse order of their seniority and according to employment status in the following order: temporary, regular part-time, probationary full-time, and regular full-time. In this section, probationary status means the probationary period required upon the initial employment with the Department leading to a regular position.

For purposes of layoff, seniority shall be defined as an employee's tenure in a class. When an employee retreats to a lower class, seniority for that class shall include the tenure of all higher classes.

Seniority includes time accrued in regular full-time and regular part-time service. In this chapter, length of service for regular part-time employment is calculated on a pro-rata basis. Employment in an appointment other than a regular position does not count in calculating seniority.

In cases where there are two or more employees with the same employment status and the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on the file at least ninety (90) days and no more than twelve (12) months prior to lay off, as follows:

- First, all employees having ratings of less than minimum requirements;
- Second, all employees having ratings of meeting minimum standards; and
- Third, all employees having ratings of exceeds minimum standards.

15.04 Employee Options

Whenever a regular or probationary employee has been notified that he/she will be laid off from his/her current position, the employee shall have the following options:

1. If an employee has held status in a lower classification, he/she may retreat to

that lower classification if the employee has more seniority than at least one of the incumbents in the lower class. If an employee has not held status in a lower class, then no retreat rights accrue to the employee. An employee exercising retreat rights must provide written notice to the Personnel Officer or designee within seven (7) days of receipt of notice of layoff. An employee retreating to a lower class shall be placed on the salary step representing the least loss of pay. An employee who does not timely exercise retreat rights will forfeit the ability to retreat to a lower class and will be laid off.

2. If an employee has not held status in a lower classification, or if such lower classification is occupied by a more senior employee, the employee may be eligible for transfer to a vacant position if the employee is qualified and capable of performing the duties of the vacant position as determined by the Fire Chief or designee. Employees who are transferred in lieu of layoff will be paid at the rate of pay for the new position at a step to be determined by the Fire Chief and shall serve a new probationary period. Any employee who does not accept a transfer within seven (7) days after receipt of notice of layoff will forfeit the ability to transfer and will be laid off.
3. Accepting layoff.

15.05 Reinstatement List

The names of all regular and probationary employees laid off or demoted (either through a transfer or exercise of retreat rights) in lieu of layoff shall be placed on a reinstatement list, provided their performance has been satisfactory. Said reinstatement list shall remain in effect for twelve (12) months, unless exhausted sooner.

Reinstatement lists shall take precedence over all other employment lists except that employees on such lists shall not have the right to displace working employees.

Failure to promptly respond to and accept a reinstatement offer within seven (7) days of the date of the offer shall result in removal from the reinstatement list. It shall be the employee's responsibility to advise the Department of the employee's current contact information.

Reinstatement will result in removal from the reinstatement list except when reinstatement is in a lower class.

15.06 Reinstatement

A former employee appointed from a reinstatement list shall be reinstated to the salary range and step held at the time of layoff and have the following benefits restored:

1. Accrued but unused sick leave.

2. Seniority at the time of layoff for vacation accrual and future reduction in force.

A former employee shall not accrue any benefits during the period of time he/she was on layoff.

15.07 Layoff of At-Will Employees

By definition, employment at-will may be terminated by either the employee or the Department at any time with or without cause and with or without notice. Nothing in this Rule shall require the Fire Chief to allow a displaced at-will employee to displace an employee in a lower class or require the Fire Chief to place the displaced at-will employee on a reinstatement list.

SECTION 16 - CLASSIFICATION PLAN

16.01 Purpose of the Plan

The classification plan provides a systematic arrangement and inventory of all Department positions. The classification plan shall consist of all classifications in the Department and a written job specification for each class. Positions with similar duties, authority, responsibility, and qualifications shall be grouped together in common classes for purposes of equity of standards in selection, transfer, demotion, promotion, and pay.

16.02 Administration of Classification Plan

The Personnel Officer or designee shall ascertain and record the duties and responsibilities of all positions in the Department and shall recommend to the Board a classification plan for such positions, including any revisions or amendments to that plan. The classification plan or any revisions or amendments to that plan shall become effective upon adoption by the Board.

The classification plan shall consist of classes of positions defined by a written class specification that contains an appropriate title, examples of the duties and responsibilities involved, and the desirable qualifications of applicants for such positions. The classification plan shall be developed and maintained so that all positions which are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same class and that the same salary range may be made to apply to all positions in the same class. No person shall be appointed to a position under a title not contained in the classification plan.

16.03 Class Specifications

For each class established, official class specifications shall be maintained, including:

- a. The official class title.
- b. A definition of the class indicating, in terms of duties, responsibilities and/or place in the organization, the positions to be included in and excluded from the class.
- c. A statement of the minimum qualifications for determining the fitness and qualifications of employees for each class of position and for applicants for examinations, which may include education, experience, knowledge, skills, abilities, and personal and physical traits and characteristics.
- d. A statement of typical tasks to be performed by those holding positions allocated to the class.

- e. Any additional qualifications considered so desirable that any person considered for employment who possesses them may be given additional credit in the evaluation of his or her qualifications but shall not be considered a prerequisite to consideration for employment.

16.04 Interpretation of Class Specifications

The following principals shall be applied when interpreting specifications for the various classes of positions:

1. The specifications are descriptive only and not restrictive. They are intended to indicate the kinds of positions that should be allocated to the respective classes as determined by their duties, responsibilities and qualification requirements. Use of a particular expression or illustration shall not be held to exclude others not mentioned if such others are similar in kind or quality.
2. In determining the allocation of any position to a class, the specification shall be considered as a whole. Consideration is to be given to the general duties, the specific tasks, the responsibilities, the minimum and desirable qualifications and the relationships to other classes in order to obtain an inclusive picture of the kinds of positions that the class is intended to include.
3. The duties statement shall be construed as a general description of a kind of work usually performed by the incumbent of a position that is properly allocated to the class, and not as prescribing what the duties of any position shall be, nor as limited the expressed or implied power of the authority now or hereafter vested with the right to prescribe or alter the duties of any positions.
4. The typical tasks shall be construed as examples only, illustrative of the duties as outlined by the general statement. These examples are not intended to be complete or exclusive and the fact that the actual task performed by the incumbent of a position does not appear therein shall not be taken to mean that the position is necessarily excluded from the class, provided that the tasks constituting the main work or employment are duly covered by the general statement of duties. On the other hand, any one example of a typical task without relation to the general statement of duties and all other parts of the specification shall not be construed as determining whether a position should be allocated to the class.
5. The statement of minimum qualifications constitutes a part of the description of the kind of employment included within the class and expresses the minimum qualifications expected of an appointee. Such personal character qualifications as honesty, sobriety, and industry are deemed to be included in the statement of minimum qualifications and need not be specifically mentioned.

6. Nothing in the class specification is to be interpreted as restricting a supervisor in temporarily assigning an employee of one class to perform the duties of a higher class.

16.05 Reclassifications

Whenever the duties and responsibilities of an existing position are so changed or suggested to be changed, or when it otherwise becomes questionable whether a position should be allocated to a different class from the one to which it is currently allocated, a request may be made to the Personnel Division to investigate. Any employee or employee organization may also submit a request, in writing, to the Personnel Division that the work of the employee's position be reviewed. In addition, the Personnel Division may direct that certain positions be investigated from time to time.

In all cases, the Personnel Division shall make a recommendation as to whether the present allocation is correct or whether a reallocation to another class is appropriate. The Fire Chief may grant or deny any such recommendation. Before any such reallocation becomes final, the former position shall be abolished by the Board and the new position shall be created.

When a position is reallocated from one existing class to another existing class, the employee occupying the position shall be retained in the position after it has been allocated without further competitive examination provided the employee has permanent status in the class to which the position was formerly allocated and is certificated by the Personnel Manager and the appointing authority involved as possessing the knowledge, skills and abilities necessary to perform the duties of the class to which the position is reallocated, as long as such change does not involve a promotion. If however, the reallocation results in a higher maximum salary for the position, this constitutes a promotion and the rules governing promotions shall apply.

SECTION 17 - COMPENSATION

17.01 Salary Plan

The current salary plan adopted by the Board shall establish the pay range and steps assigned to each classification in the Department. The purpose of the salary plan is to provide fair and equitable rates of pay for Department employees. The salary for each class shall be consistent with the work as outlined in the class specification and shall be based on the principle that comparable salaries shall be paid for comparable duties and responsibilities. No person may be paid less than the minimum, nor more than the maximum of the salary range established for the class in which employed. No change in the salary range of a class may be made without Board approval.

17.02 Salary Upon Initial Appointment

Initial pay for an employee in the Department service shall be at the first step of the salary range in effect for the class to which appointed, except that the Fire Chief may authorize appointment at a higher step within the salary range of the class when he/she determines that interests of the Department will best be served.

17.03 Advancement through the Salary Plan

Advancement within a salary range is based on performance and requires the approval of the Fire Chief. Advancement through the steps of a salary range are not automatic. Employees are eligible to be considered for a salary range advancement after twelve (12) months following initial appointment/promotion to a classification and a determination of satisfactory service. Thereafter, an employee with satisfactory service may advance one step within the salary range every twelve (12) months. Employees who receive an overall performance rating of less than satisfactory, are placed on an improvement plan, or who receive disciplinary action (a written reprimand or more) are not eligible for consideration for a salary increase until they have served at least twelve (12) months of satisfactory performance or without further disciplinary incidents. Based upon meritorious service, the Fire Chief may provide an employee with a salary range advancement of greater than one (1) salary step.

17.04 Salary Upon Promotion

An employee who is promoted from a position in one class to a position in a higher class, shall have his/her salary adjusted to the first step on the salary range for the higher class that is at least five percent (5%) greater than the employee's salary 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 promoted.

17.05 Salary Upon Transfer

An employee who transfers to another position in the same classification or to another classification with the same pay range shall retain the same rate of base pay. A merit increase shall not be applicable at the successful completion of any probation or evaluation period required as a result of a transfer.

17.06 Salary Upon Demotion

Whenever an employee is demoted, whether such demotion is voluntary or otherwise, the employee's salary shall be adjusted to be within the salary range for the class to which the employee is demoted. The specific rate of pay within the range shall be determined by the Fire Chief, whose decision shall be final. An employee who is demoted to a position that he/she previously held shall not be placed at a step that is lower than the step held by the employee before the promotion.

17.07 Salary Upon Reclassification

When an employee's position is reclassified, the employee's salary shall be determined as follows:

1. If the position is reclassified to a class with a higher salary range than the previous class, the employee's salary shall be determined in the same manner as if the employee had been promoted.
2. If the salary of the employee is the same or less than the maximum of the salary range of the new class, the salary of the employee shall not change; provided, however, that the employee shall not receive less than the minimum salary established for the class to which reclassified.
3. If the salary of the employee is greater than the maximum of the range of the new class, the salary of the employee shall be designated as a "Y-Rate" and shall not change during continuous Department service until the maximum of the salary range to which the class is assigned exceeds the "Y-Rate" salary of the employee.

17.08 Salary Upon Reinstatement or Reemployment

An employee reinstated or reemployed shall be placed at no lower than the same salary step he/she held at the time of separation from Department service.

17.09 Timing of Salary Adjustments

The date of changes to employee salary shall be effective the first day of the payroll period following the date of approval of the change. Exceptions to effective dates of change require approval by the Fire Chief.

17.10 Conversion Factors

Hourly rates for positions assigned to a 40-hour per week schedule shall be computed by multiplying the monthly salary by 12 and dividing by 2080 hours.

Hourly rates for employees assigned to work 24-hour shifts shall be computed by multiplying the monthly salary by 12 and dividing by 2912 hours.

SECTION 18 - HOURS OF WORK AND OVERTIME

18.01 Work Week or Work Period Defined

The workweek for the Department begins at 12:00 a.m. on Sunday and ends 7 days later at 11:59 p.m. on the following Saturday. Employees assigned to work an alternative work schedule may have an alternative workweek as designated by the Fire Chief or designee.

Effective July 1, 2018, the work period for employees engaged in fire protection activities shall be a 24-day consecutive period.

The Fire Chief or designee shall determine the work hours to be worked by Department employees. Employees shall be in attendance at work during their regular hours of work and shall not absent themselves during working hours for any reason without prior approval of their supervisor.

18.02 Overtime Policy

It is the policy of the Department that overtime work is kept to a minimum and shall be authorized in advance by the employee's Chief Officer or Manager. Overtime eligible employees are not permitted to work overtime except as authorized and approved. Overtime shall be assigned by the Fire Chief or designee to meet essential operating needs.

Working overtime without advance approval is a violation of these rules and grounds for discipline, up to and including termination. Employees are expected to report all hours worked in a work-reporting period.

18.03 Overtime Defined

For an employee on a 7-day work week, overtime is defined as all hours an overtime-eligible employee actually works in excess of 40 hours in the workweek. For an employee engaged in fire protection activities, overtime is defined as all hours the overtime-eligible employee actually works in excess of 182 hours in the 24-day work period.

Overtime is compensated at 1.5 times the employee's regular rate of pay, as defined under the Fair Labor Standards Act ("FLSA"). All overtime entitlements shall be computed to the nearest tenth of an hour (6 minute increments).

An employee's eligibility to receive overtime compensation for services performed shall be determined in accordance with the FLSA. Those employees who are classified as "exempt" under the FLSA shall not be eligible to receive overtime. Notwithstanding this exemption, the Fire Chief or designee may authorize the payment of overtime to exempt personnel at the employee's established rate of pay, who are required to work for extensive periods beyond their normal work schedule because of emergency conditions.

18.04 Attendance Records

All employees are required to submit accurate and complete attendance records. Attendance records are due as directed by the Fire Chief or designee. Each employee shall sign his/her time sheet verifying the hours worked. It is the responsibility of the employee to make certain his time sheet has been filled out correctly before submitting. The employee's supervisor shall verify and approve each employee's accumulated hours of work prior to submitting to the Payroll Division for payment. Records of hours worked, vacation time, compensatory time, sick leave, and holiday accumulated and used, shall be kept by the Payroll Division.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY AND REASONABLE ACCOMMODATIONS

19.01 Equal Employment Opportunity

The Department is an equal opportunity employer. The Department prohibits discrimination against employees or applicants for employment on the basis of race, religious creed, color, ancestry, national origin, sex, age, political opinion, physical disability, medical condition, sexual orientation, marital status or religious affiliation or any other basis protected by law. The Department will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline and termination. Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure in Section 19.

19.02 Reasonable Accommodations

The Department recognizes and supports its obligation to reasonably accommodate job applicants and employees with disabilities who are able to perform the essential functions of the position, with or without reasonable accommodation. The Department also recognizes and supports its obligation to reasonably accommodate job applicants and employees with religious beliefs or practices who are able to perform the essential functions of the position, with or without reasonable accommodation.

The Department will provide reasonable accommodation to otherwise qualified job applicants and employees, unless doing so would impose an undue hardship on the Department or pose a direct threat of substantial harm to the employee or others.

An applicant or employee who believes he or she needs a reasonable accommodation of a disability should discuss the need for possible accommodation with the Personnel Officer or designee. Upon receiving an accommodation request, the Department shall engage in a timely interactive process with the employee to identify possible reasonable accommodations.

SECTION 20 - HARASSMENT, DISCRIMINATION AND RETALIATION PREVENTION

20.01 General Policy

The Department has a strict policy against and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, employees, or officials by another employee, supervisor, vendor, customer, official or any third party on the basis of race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military service and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as “protected characteristics”. The Department also prohibits retaliation as defined in this rule.

The Department is committed to a workplace free of discrimination, harassment and retaliation. The Department does not tolerate harassment, discrimination and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Department sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party.

20.02 Definitions

A. Discrimination

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual’s protected characteristic.

B. Harassment

Harassment is defined in this policy as unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone’s way) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

C. Sexual Harassment

Sexual harassment can include all of the above actions, as well as other conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations

regarding sexual activities and other verbal or physical conduct of a sexual nature. Other examples of conduct that violates this policy include:

- Obscene or vulgar gestures, posters, or comments.
- Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies.
- Propositions, or suggestive or insulting comments of a sexual nature.
- Derogatory cartoons, posters, and drawings.
- Sexually-explicit e-mails or voicemails.
- Leering, whistling, uninvited touching of a sexual nature, assault, blocking normal movement.
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual.
- Teasing or other conduct directed toward a person because of the person's gender.

D. Retaliation Defined

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to: shunning and avoiding an individual who reports harassment, discrimination or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; and denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process described below.

20.03 Reporting Procedures

The following steps have been put into place to ensure the work environment at the Department is respectful, professional, and free of discrimination, harassment and retaliation. If an employee believes someone has violated this Rule or the Equal Employment Opportunity Rule, the employee should promptly bring the matter to the immediate attention of the Personnel Division or the Fire Chief. If either of these individuals is the person toward whom the complaint is directed you should contact the President of the Board of Directors.

Every supervisor who learns of any employee's concern about or witnesses conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Personnel Officer or designee.

20.04 Investigation Procedures

Upon receiving a complaint, the Department will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this rule or the

Equal Employment Opportunity Rule. To the extent possible, the Department will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Department generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Department shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Department will inform the complainant and the accused of the results of the investigation.

20.05 Violations of this Rule

The Department will take corrective measures against any person who it finds to have engaged in conduct in violation of this rule, if the Department determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Department determines has engaged in conduct that violates this Rule will be subject to discipline, up to and including termination.

In addition to being a violation of this Rule, harassment, discrimination or retaliation can also be against the law. Employees and officials who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

SECTION 21 - LEAVES OF ABSENCES

21.01 General

The Department will provide employees with those leaves that are required by law. The Fire Chief or designee is responsible for developing and administering procedures to be followed by employees in requesting or using any leaves provided by applicable statutes.

21.02 Family Medical Leave

The Family Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”) provide eligible employees with a right to leave, health insurance benefits and with some limited exceptions, job restoration. To be eligible for FMLA/CFRA leave, an employee must have worked for the Department for at least 12 months, worked at least 1,250 hours in the 12-month period immediately preceding the commencement of leave, and work at a location where there are 50 or more Department employees within a 75-mile radius. The amount of leave available is based on the reason for which leave is taken. The Fire Chief or designee is responsible for preparing procedures which describe an employee’s rights to FMLA/CFRA leave.

21.03 Pregnancy Disability Leave or Accommodation

A female employee who is disabled due to pregnancy, childbirth or related medical condition is eligible to take pregnancy disability leave (PDL) as provided under State law. A female employee who is disabled due to pregnancy or related medical condition is also entitled to a reasonable accommodation as provided under State law. The Fire Chief or designee is responsible for preparing procedures which describe a female employee’s rights to PDL or a reasonable accommodation under this Rule.

21.04 Military Leave.

Authorized leaves of absence for military duty shall be granted in accordance with the provisions of State and federal law. An employee entitled to military leave shall give the Fire Chief or designee an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

21.05 Sick Leave

Except as provided under any resolution or Board action providing for employee sick leave benefits, Department employees will be provided sick leave as described in this Rule.

Employees will accrue sick leave at the rate of one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum accrual of 48 hours of sick leave. Accrual shall begin

on the first day of employment. Once an employee reaches the accrual cap of 48 hours, the employee will not accrue any further sick leave hours until some paid sick time is used.

An employee is eligible to use accrued sick leave beginning on the ninetieth (90th) day of employment. Employees may use a maximum of twenty-four (24) hours of sick leave in a fiscal year (measured from July 1 through June 30). Employees using sick leave must use a minimum of at least 2 hours of sick leave. Sick leave may be used for the following reasons:

- a. The employee's own illness, injury or medical condition;
- b. Visits to a medical doctor, chiropractor, acupuncturist, dentist, optometrist, optician, psychiatrist or psychologist, medical or clinical laboratory on order of a doctor, or other licensed medical provider for the employee or the employees family member;
- c. To attend to the illness of the employee's family member; or
- d. To seek medical treatment, counseling, social services or relief when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of this sick leave policy, the term "family member" means an employee's spouse, registered domestic partner, child (including biological, adopted or foster child, step child, legal ward or a child to whom the employee stands in loco parentis), parent (including biological, adoptive or foster parent, step parent or legal guardian of an employee, parent of the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild or sibling.

An employee requesting to use sick leave should notify his/her immediate supervisor prior to the beginning of any work shift that the employee is unable to report for work and the employee requests to use sick leave. An employee is to request prior authorization for any absence due to attendance at any medical appointment. For purposes of this section, "request prior authorization" shall mean that the employee has notified his/her supervisor as soon as reasonable practicable.

The Department will not pay employees for unused sick leave upon termination of employment. Employees who are rehired by the Department within one year from the date of separation will have any previously unused and accrued sick leave hours reinstated.

21.06 Jury or Witness Duty

A. Jury Duty

An employee who is summoned to serve on a jury must notify his/her Chief Officer or Manager as soon as possible after receiving notice of both possible and actual jury service. A leave of absence with pay will be granted to all regular employees for the period of any actual service, including any time during which the employee must be away from work to be present in court as a result of such a summons. Other employees will receive an unpaid

leave of absence. While on jury duty, any payment except travel pay, meals and lodging receiving by the employee as a juror shall be remitted to the Department. Time spent on jury duty is not work time for purposes of calculating overtime compensation.

B. Subpoenas.

An employee who is subpoenaed to appear in court will be given leave to appear in response to the subpoena. If the subpoena is for the employee to appear in a matter regarding an event or transaction which he/she witnessed or investigated in the course of performing his/her official Department job duties, the leave will be without loss of compensation and the time spent responding to the subpoena shall be considered work time. Any payment except travel pay, meals and lodging received by the employee for such service shall be remitted to the Department.

If the subpoena is for the employee to appear in a matter regarding an event or transaction that does not involve the employee's performance of official Department job duties, the leave will be unpaid and shall not be considered work time.

C. Exception for Employee-Initiated or Non-Department Related Matters.

An employee who is a named party or a witness in an action unrelated to the Department and its activities, who is a named party in an action against the Department, or who is serving as a paid expert witness is not eligible to receive compensation for time spent related to those proceedings. In such cases, an employee may request to receive time off without pay, or may use accrued vacation or compensatory time off for time related to those proceedings. The time spent in employee-initiated or non-Department related matters is not considered work time.

21.07 Unpaid Personal Leave

An employee who needs a leave of absence from work without pay shall file a written request with the Personnel Division, stating the title of the employee's position, the beginning and ending dates of the requested leave and a full statement for such a request. A request for personal leave shall be made on forms prescribed from the Department. The request shall normally be initiated by the employee, but may be initiated by the employee's Chief Officer or Manager.

A personal leave may be granted for the following reasons:

- a. Illness or non-job related disability including pregnancy, beyond or in lieu of that covered by sick or other available leave;
- b. Education or training which will benefit the Department; or
- c. Other personal reasons provided the needs of the Department are considered.

Upon written request of an employee setting forth the reasons for the request, and upon the recommendation of the Personnel Division, the Fire Chief may grant an employee holding a regular position appointment a leave of absence for a period not to exceed six (6) months. Absences of more than six (6) months require the approval of the Board.

An authorized leave of absence without pay shall not be construed as a break in service. Rights accrued at the time leave is granted shall be retained by employee. However, seniority, vacation leave, sick leave, holidays, increases in salary, or other Department paid benefits will not be provided during the period of leave.

Unless otherwise required by law, the Department will not maintain contribution toward group insurance programs or retirement benefits for any employee on an unpaid leave of absence. Instead, the employee will be permitted to continue coverage as allowed under law.

An employee returning from a personal leave may be required to provide medical documentation indicating the employee's fitness to return. Failure to provide requested medical documentation may delay an employee's return to work. If an employee requests to return to work prior to the scheduled end of his/her leave, the employee must first request approval from the Personnel Division at least three (3) days prior to the date of returning to work. The Personnel Division may request substantiating evidence (e.g., medical examination or doctor's written release).

Upon expiration of a regularly approved leave, the employee shall be reinstated to the same or similar position held at the time leave was granted or to an equivalent position, except that an employee on leave shall have no greater right to return to a position than if the employee had not been on leave. Failure on the part of an employee on leave to report to work promptly at the expiration of leave may be deemed to be a voluntary resignation.

21.08 Other Leaves

The Department will provide eligible employees with any leaves required by State and federal law. The Fire Chief or designee is responsible for preparing procedures which describe the reasons for which employees may take leave and process by which employees may request the use of leave.

SECTION 22 - EMPLOYEE ETHICAL STANDARDS

22.01 General Policy

Employees and officials of the Department are required to discharge the duties and responsibilities of the positions with professional integrity, regardless of personal considerations. Employees are expected to recognize that the public interest, as articulated by Department policy, is their primary concern. The conduct of Department employees and officials in their official capacity must be beyond reproach.

22.02 Expectations

No Department employee or official shall engage in any act which is in conflict, or creates an appearance of unfairness or conflict with the performance of official duties. To meet the standards set forth in this policy, employees and officials must:

1. Disclose all financial interests which may constitute a conflict of interest with official duties, and disclose the nature and extent of personal interest in any business entity engaging in any transaction with the Department as required under the Department's conflict of interest resolution.
2. Refuse to accept gifts, gratuities, favors, services or promise of future benefit from any person, firm, entity or corporation doing business with the Department, where such gift, gratuity favor, service or promise could compromise independence of judgment or action as a public official or employee. Employees should disclose any offer of gift, favor, service or promise to their Chief Officer or Manager immediately.
3. Refrain from engaging in activities or employment that may appear to be, or are incompatible with public duties, whether on or off duty. Employees of the Department should not become involved or affiliated with any agency or entity that receives funds from the Department, either directly or indirectly, whether that association or affiliation may create a conflict of interest, or an appearance of a conflict of interest or impropriety.
4. Refrain from disclosing, promulgating, using, or validating information concerning Department operations or other employees and officials which is confidential, or protected without prior authorization, confidential information concerning property or affairs of the Department to advance a private interest with respect to any contract or transaction which is or may be the subject of official action of the Department.
5. Refrain from using any Department funds or property for personal or private gain. Employees must be absolutely honest in all dealings, in whatever capacity, with Department funds, properties or facilities.

6. Refuse to represent private interests before government agencies in any matter in which the Department is a party, or in which the employee's official position with the Department is, or may be, a consideration in or influence the decision of such agency on the matter before it.
7. Comply with the provisions of the Political Reform Act, as regulated by the Fair Political Practices Commission, or any other state or federal laws governing conflict of interest matters.

22.03 Gifts on Behalf of the Department

The Fire Chief and his/her designee is permitted to accept a gift, gratuity, or favor on behalf of the Department and may distribute such gift, gratuity, and favor as he/she deems appropriate to Department employees and elected officials in accordance with Fair Political Practices Commission regulations. (Examples may include sporting events tickets or cultural events tickets.)

22.04 Use of Public Property

No employee of the Department shall request, use, or permit the use of Department-owned vehicles, clothing, equipment, materials, or other property for unauthorized personal convenience, for profit, for private use, or as part of secondary employment. Department property is to be used solely for the purpose of conducting official Department business.

22.05 Political Activities

Employees are prohibited from using Department time or property in any manner for any of the following reasons: to promote any political issue or candidate; to solicit funds for any political purpose; or to influence the outcome of any election.

No employee shall be eligible for appointment or election to any public office (including appointment to a Board, Commission or Committee) when the holding of such office or position would be incompatible or would substantially interfere with the discharge of official duties.

22.06 Outside Employment

A. Incompatible Outside Employment Prohibited

No employee of the Department shall engage in any employment, activity or enterprise that would detract from his or her effectiveness as a Department employee or that is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an employee of the Department. An individual's outside employment, activity or enterprise is inconsistent, incompatible, in conflict with, or inimical to an employee's duties, functions or responsibilities set forth above if it:

1. Involves the use for private gain or advantage of the Department's time, facilities, equipment, or supplies; or the badge, uniform, prestige or influence of the Department;
2. Involves receipt or acceptance by an employee of any money or other consideration from anyone other than the Department for the performance of an act which the employee would otherwise be required or expected to perform in the regular course of his or her duties as a Department employee;
3. Involves the performance of an act in other than his or her capacity as an employee of the Department, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other Department employee, Department official or Department officer;
4. Involves such time demands as would render performance of duties as a Department employee less efficient.

B. Reporting Outside Employment

Employees seeking to engage in outside employment, whether it be accepting a second job, self-employment or otherwise, must submit written requests to engage in such employment to their Chief Officer or Manager. The request shall include:

1. The name and address of the employer;
2. A summary of the nature of employment;
3. The number of hours to be worked by day, week, month, and/or quarter as appropriate;
4. Whether the outside employment will utilize any Department owned/controlled facilities, equipment, information, records, supplies, and/or uniforms;
5. Whether the outside employer will provide workers' compensation and liability insurance during said outside employment; and
6. The phone number of the employer in the event that the Department should need to contact the employee under emergency or relief situations.

It is the responsibility of each Chief Officer or Manager to notify the Personnel Division of outside employment request so that such requests can be considered. The Personnel Division, in consultation with the Chief Officer or Manager, will consider all requests and provide written notice to an employee of the determination on that employee's request. An employee may request review of that determination by the Fire Chief.

All employees holding or considering second jobs must obtain permission from the Personnel Division in order to ensure that the job will not create a conflict of interest or interfere with the proper performance of their duties. An employee who engages in any outside employment without written authorization from the Personnel Division, or who

performs work that exceeds the scope of a written authorization, is subject to discipline, up to and including termination.

Outside employment is defined to mean any employment, activity or enterprise outside of an employee's normal Department working hours wherein the employee is compensated for specific hours or duties on a regular basis. Outside employment does not include sporadic employment or occasional employment unless the employee is required to perform work related to his/her position with the Department or utilize any Department owned/controlled facilities, equipment, information, records, supplies, and/or uniforms.

C. General Terms

During the workday, employees are expected to devote their full time to the performance of their assigned duties as Department employees. Any approved outside employment must be performed during off-duty, unpaid hours.

Employees who have accepted outside employment are prohibited from using sick leave time to work on the outside job or as a result of an injury sustained while performing outside employment. Any employee who engages in outside employment while on sick leave shall be subject to discipline up to and including dismissal.

All provisions of this section 22.06 shall apply to any outside employment held by an employee or officer on the effective date of this section, as well as any outside employment sought after such effective date. In the event the employee refuses to comply, disciplinary action may be taken. Employees engaged in outside employment in violation of the Department's Conflict of Interest Code shall be required to immediately termination such employment, or they may be subject to disciplinary action by the Department, up to and including the termination of their Department employment.

22.07 Procedures

Interpretations of this policy shall be referred to the Fire Chief. The Fire Chief or designee shall investigate, or refer the matter to an outside agency for an investigation, all allegations and written complaints of unethical conduct.

Complaints or allegations that may be criminal in nature may be referred to an appropriate outside agency for investigation.

SECTION 23 - ANTI-NEPOTISM POLICY

23.01 Policy

It is Department policy not to discriminate in its employment or personnel actions with respect to its employees and applicants on the basis of marital or registered domestic partner status. Notwithstanding this policy, the Department reserves the right to reasonably regulate, for reasons of supervision, safety, security or morale, the assignment of spouses and registered domestic partners within the same division, work location or shift. The Department further reserves the right to decline to hire or promote the immediate family member of any employee for any reason. Promotional advancement may also be denied if the promotion places one spouse, registered domestic partner, or immediate family member under the supervision of another. Exceptions to this policy require the written approval of the Fire Chief and the Personnel Division.

23.02 Definitions

For purposes of this policy, the following definitions shall apply:

- a. Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or annulment.
- b. Immediate family member means an individual's parent, stepparent, parent-in-law, grandparent, child, stepchild, grandchild, brother, sister, stepbrother, stepsister, aunt, uncle or first cousin. The term "immediate family member" also includes an individual who falls within one of these categories by a previous marriage, adoption or registered domestic partnership.
- c. Registered domestic partner is as defined in Family Code section 297.

23.03 Employees Who Are Spouses and Registered Domestic Partners

The Department will investigate to determine if there are any reasonable modifications or changes in procedure that can be made to minimize operational concerns regarding supervision, safety, security or morale whenever the employment status of two employees results in either:

- a. One spouse or registered domestic partner directly supervising another; or
- b. Two or more spouses or registered domestic partners working within the same division or unit.

In the event that no reasonable modifications or changes in procedure are available, or that any modifications or changes would affect safety, security, supervision or morale, the Department reserves the right to transfer or reassign one of the employees. While the wishes of the involved parties will be considered, the controlling factor in determining which relative shall be transferred shall be the positive operation, efficiency, and needs of

the Department. There can be no guarantee that the new position will be within the same classification or at the same salary level.

If an employee does not accept a transfer or reassignment, or in situations where no transfer or reassignment is available, the Department may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the Department will retain one employee and terminate the other. Factors the Department might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

23.04 Employees Who Are Immediate Family Members

The Department need not make reasonable modification or changes in procedure when the relationship between two or more employees is that of immediate family members and not that of spouses or registered domestic partners. In addition, the Department need not transfer or reassign immediate family members and can move to retain one immediate family member and terminate the other. Factors the Department might use in evaluating which employee to retain include, for example, performance, tenure, position within the organization, or other factors deemed relevant by the appointing authority or designee.

23.05 Policy Exceptions

Spouses or registered domestic partners, or immediate family members employees may continue to work in the department subject to approval by the Fire Chief and the Personnel Division.

23.06 Appeals

Any permanent employee who was employed in a position within the competitive service who is separated from Department service under this rule may utilize the grievance procedure as identified under the applicable collective bargaining agreement or, if none, the Grievance Procedure as described in these rules. Other actions (for example, a transfer, demotion or lost opportunity for overtime or supplemental pay) are not subject to appeal.

23.07 Immediate Family Members of Elected Officials

No person who is the spouse, registered domestic partner, or immediate family member of a current Department elected official shall be eligible for regular position appointment.

The spouse, registered domestic partner or immediate family member of an official currently employed as of the date the elected official assumes office shall not be subject to automatic exclusion of employment. The Fire Chief may, however, utilize the provisions of this policy to transfer, reassign, or terminate the employee, if necessary, for the efficient operation of Department business.

SECTION 24 - STANDARDS OF CONDUCT

24.01 Drug and Alcohol Free Workplace

The Department is committed to providing a safe and healthy work environment for employees. It is also the Department's goal to provide the best service possible to the public. To achieve these goals, the Department is committed to providing an alcohol and drug-free workplace. The Department prohibits the manufacture, use, possession, distribution, trade, and/or offer for sale alcohol, illegal drugs (including recreational and/or medicinal marijuana) or intoxicants.

The Department's policy is intended to apply whenever anyone is representing or conducting business for the Department. This policy applies during all working hours, lunch hours, while on-call, on-standby, and on or off Department property including vehicles. The Department's drug-free workplace policy applies to any individual who conducts business for the Department, is applying for a position with the Department, or conducts business on the Department's property. This policy applies to all Department employees, appointed and elected officials, volunteers, interns, consultants, contractors, and those under the control of contractors.

To effectuate this policy, the Department reserves the right to conduct pre-employment, reasonable suspicion, and post-accident testing of employees and applicants. The Department will also comply with any applicable regulations issued by the Department of Transportation. The Fire Chief is responsible for preparing administrative procedures to give effect to the Department's Drug and Alcohol Free Workplace policy.

24.02 Tobacco Prohibited

Smoking, including the use of electronic cigarettes, is prohibited in all Department-owned or leased buildings and in any Department vehicle. Smoking is also prohibited within 20 feet of entrances, exits, or operable windows of Department-owned or leased buildings.

24.03 Mandated Reporting

The Department recognizes the importance of the safety and well-being of the children entrusted to its care. In support of this responsibility, the Department shall take all necessary steps to comply with its obligations under the Child Abuse and Neglect Reporting Act ("the Act") (Cal. Pen. Code §§ 11164 – 11174.3). The Fire Chief or designee is responsible for developing and disseminating procedures which describe rights and obligations of individuals who constitute mandated reporters under the Act.

24.04 Anti-Fraternization

The Department reserves the right to reasonable regulate, for reasons of supervisor, safety, security or morale, the assignment of employees involved in a romantic or sexual

relationship within the same department, division, facility or unit. The Department discourages, but does not forbid, fraternization between managers or supervisors and subordinate employees or between co-workers. The Fire Chief or designee is responsible for developing and disseminating procedures which describe the obligations of employees who become involved in romantic or sexual relationships.

24.05 Department Computers, Telephones and Electronic Media

Access to Department owned computers, telephones, and other electronic media is provided to Department employees for their use in performing Department business. Department owned computers, telephones and electronic media may not be used for any prohibited purpose, including illegal activities, messages that may constitute discrimination or harassment under Department policy or state or federal law, or other inappropriate purposes as defined by Department policy. The Fire Chief or designee is responsible for developing and disseminating a policy which describes permitted and prohibited use of Department computers, telephones and electronic media.

24.06 Workplace Violence

The Department is committed to providing a safe and secure workplace for employees. The Department will not tolerate intimidating behavior, bullying, or acts or threats of violence in the workplace or while on Department business. The Fire Chief is responsible for developing and disseminating standards of conduct and procedures for reporting intimidating behavior, bullying, or acts or threats of violence.

24.07 Use of Department Property and Vehicles

Department employees may be required to drive Department-owned, Department-leased or personal vehicles in conducting Department business. The Fire Chief or designee is responsible for developing and disseminating a policy which describes permitted and prohibited use of Department vehicles and standards of conduct for employees required to drive vehicles in the performance of their duties.

24.08 Other Conduct

The Fire Chief or designee is authorized to issue policies and procedures which detail the standards of conduct expected of Department employees in the performance of their job duties.

SECTION 25 - SAFETY

25.01 General Statement

The Department recognizes the necessity of maintaining safe working conditions and practices in order to ensure employee safety.

The Department has adopted an Injury and Illness Prevention Plan. This Plan describes the Department's overall safety commitment as well as the safety responsibilities of all employees. A copy of the Injury and Illness Plan shall be made available to all employees.

25.02 Employee Responsibilities

Each employee is required to follow all established safety rules, procedures and practices, necessary to minimize risk of injury to themselves and others, including those rules and procedures described in the Injury and Illness Prevention Plan.

Unsafe acts by employees shall be immediately pointed out by the supervisor and proper procedure discussed. Employees shall report all unsafe conditions to their Chief Officer, Manager or the Fire Chief. Unsafe acts by employees or failure to report an unsafe condition may result in disciplinary action.

25.03 Incident Reporting

Employees are required to report all work related injuries, accidents, and property damage to their Chief Officer, Manager or the Fire Chief.

In the case of a vehicle accident involving another vehicle, the employee is required to obtain: the driver's license number, vehicle license number, names of the insurance company covering the other driver and, if the accident is investigated by a law officer, the name and title of the officer. All of this information will be given to the employee's supervisor, Chief Officer or Manager the same day of the accident.

SECTION 26 - GRIEVANCES

26.01 Grievance Definition

A grievance is any dispute which involves the claimed violation, misinterpretation or misapplication of these Personnel Rules, excluding those provisions of these Personnel Rules which are specifically excluded from the grievance procedure or which provide that the decision of the Board, Fire Chief or their designee shall be final.

In the event that an alternative complaint procedure is applicable to an employee's claim (e.g., harassment complaint procedure), the grievance shall be treated as having been submitted under that alternative procedure and will be processed accordingly. Any matter addressed through an alternative procedure may not also be raised as a grievance under this rule. A grievant may be an employee, or any group of employees, or a represented bargaining unit.

The following are some of the matters that are excluded from the definition of "grievance" and are not subject to the grievance procedure:

1. Challenges to any disciplinary action;
2. Challenges to or requests for changes in the content of employee evaluations or performance reviews, verbal or written warnings or reprimands, or counseling memorandums;
3. Challenges to a reclassification, layoff, transfer, denial of reinstatement or denial of step or merit increase;
4. Requests for changes in wages, hours or working conditions, including any impasses or dispute in the meet and confer process or matter within the scope of representation as defined by the Meyers Milias Brown Act;
5. Challenges to examination or appointment to positions; and
6. Challenges to a rejection from probation.

26.02 Grievance Procedure

A grievance shall be processed in the following manner:

Step 1 – Informal Step

Within fourteen (14) days of when the grievant knew or should have known of the event giving rise to the grievance, the grievant will first try to resolve the grievance through discussion with the grievant's Chief Officer or Manager. During this discussion, the grievant must clearly state that a grievance is being initiated. Within fourteen (14) days of this discussion, the immediate supervisor shall give the grievant his/her decision or response to the informal grievance. This response may be provided orally or in writing. If the employee is not satisfied with the reply, he or she may file a formal grievance.

Step 2 – Formal Step

If the grievance is not resolved in Step 1, or if it is determined, for good and sufficient reason, that the grievant may initiate the grievance at Step 2, the grievant may file a formal, written grievance. The written grievance shall contain the following:

1. Name of grievant(s)
2. Class title(s)
3. Mailing address(es)
4. A clear statement of the nature of the grievance (citing applicable sections of rules, regulations, resolutions, ordinances or existing practices)
5. The date(s) on which the event(s) giving rise to the grievance occurred
6. A proposed solution to the grievance
7. The date of execution of the grievance form
8. The signature of the grievant(s)
9. The signature of the bargaining unit representative, if such a representative is representing the grievant(s)
10. The date of the discussion meeting in Step 1 and the name of the supervisor involved

Any formal grievance must be filed within fourteen (14) days after either the response to the informal grievance is given or the time to provide a response to the informal grievance has expired if no response is given. If the grievance is initiated at Step 2, it must be filed within fourteen (14) days of when the grievant knew or should have known of the event giving rise to the grievance.

Upon receipt of a formal written grievance, the Deputy Chief will investigate the grievance and may, in his/her discretion, schedule a meeting with the grievant in an attempt to resolve the grievance. The Deputy Chief will issue his/her decision regarding the grievance in writing within fourteen (14) days of receipt of the written grievance, except that if the Deputy Chief conducts a meeting with the grievant, the Deputy Chief will issue his/her decision in writing within fourteen (14) days of that meeting.

Step 3 – Review of Deputy Chief Decision

If the grievance is not resolved by the decision of the Deputy Chief in Step 2, or if the time for the Deputy Chief to provide a decision under Step 2 has expired, the grievant(s) may appeal the written grievance to the Fire Chief within fourteen (14) days of receipt of the decision in Step 2.

The Fire Chief may either hear the grievance or assign the grievance to be heard by his/her designee. If the Fire Chief designates a hearing officer to hear the grievance, the fees and expenses of the hearing officer will be borne by the Department. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any. Any decision by designee will be advisory to the Fire Chief.

If the Fire Chief has heard the matter, the Fire Chief shall render a decision within forty-five (45) calendar days of the close of the hearing process. If the hearing is conducted by a designee, the Fire Chief shall either affirm, set aside or modify the decision within forty-five (45) calendar days of receipt of the designee's advisory decision, except that if the Fire Chief takes no action within forty-five (45) calendar days of receipt of the advisory decision, the advisory decision shall become final and binding. Any decision by the Fire Chief shall be final and binding on the parties.

26.03 General Conditions of Grievances

The Personnel Division will act as a central repository for all Step 2 and Step 3 grievance records.

Any time limit may be extended only by mutual agreement in writing.

An aggrieved employee may be represented by another individual at any stage of the proceedings at his/her request. Both employee and representative (if employed by Department) will be entitled to attend proceedings without loss of compensation, should such proceeding conflict with employee's and/or representative's normal working hours.

Proposals to add to or change these rules shall not be considered under this section, and no proposal to modify, amend, or terminate any Memorandum of Understanding between the Department and an employee organization may be considered under this section.

Failure by the grievant or grievant's representative to initiate or appeal a grievance within the prescribed time limits shall waive the right of the grievant, the grievant's representative, and the grievant's bargaining unit (if any) to initiate or appeal a grievance. In the case of an appeal, the last answer to the grievance shall be deemed to be the resolution to the grievance.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)

Via: Jeff Moneda, City/District Manager Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Asset Transfer Plan

RECOMMENDATION

Approve the attached Asset Transfer Agreements between SMC Fire and the City of San Mateo, Estero Municipal Improvement District/City of Foster City and the Belmont Fire Protection District.

EXECUTIVE SUMMARY

The City of San Mateo, Estero Municipal Improvement District/City of Foster City and the Belmont Fire Protection District have been working to bring together fire services for the past 7 years with the goal of providing a high level of shared fire, rescue and emergency medical services to all three communities. Prior to full implementation of the joint powers authority (JPA) SMCFD, in accordance with Sec 2.10 of the JPA agreement, we must reach agreement with the Member agencies for the transfer of Fire Equipment and other assets to San Mateo Consolidated.

In addition to the transfer of the physical assets, each member agency will, upon the commencement date of the Department, transfer a 1/3 portion of the funds, equal to the agreed upon standardized replacement value of its physical assets which are being transferred to the Department.

One year after the commencement date of the Department an additional 1/3 amount of the funds equal to the agreed upon standardized replacement value of the assets shall be transferred to the Department, by each member agency.

Prior to the second anniversary of the commencement date of the Department, the Fire Chief will provide an accounting of the Departments replacement fund balance to, and meet with, the Finance Directors, of the member agencies to determine the amount each agency should transfer to the Department on the second anniversary date.

This asset transfer plan and funding plan has been agreed upon by the City Managers and Finance Directors of all member agencies.

BACKGROUND

We have three categories of assets to transfer:

Category 1-

Apparatus, vehicles, watercraft and trailers are included in a spreadsheet with all the vehicles to be transferred. In addition to the physical asset it was agreed upon by the member agencies, to transfer the agreed upon replacement value of these assets to fund their replacement in the future.

This category of assets and the corresponding reserve funds are not subject to the future cost apportionment allocation described in Section 14.2 of the JPA agreement.

Category 2-

There are another group of assets, that have been identified in each of the three-member agencies capital replacement programs, in one form or another. Each of the Cities has a different method of reserving funds to pay for anticipated replacement of more expensive items. After discussions with the Finance staff of SMC Fire – we are recommending the development of a list of the equipment, appliances and furnishing valued at more than \$5,000 dollars, that are being transferred to the Department. In addition to the transfer of the physical asset, the member agencies agreed to transfer the replacement value of these assets to fund their replacement in the future.

This category of assets and the corresponding reserve funds are not subject to the future cost apportionment allocation described in Section 14.2 of the JPA agreement.

Category 3-

This Category includes the group of assets identified in Section 2.15, of the JPA agreement as, “all other equipment commonly in use by the department, together with replacements thereof and additions thereto.”

This category of assets will be replaced as needed through the annual operating budget of the Department, and the cost allocation of expenses will comply with Section 14.2 of the JPA agreement.

FISCAL IMPACT

Each member agency will have responsibility to transfer 1/3 of the amount of the funds equal to the agreed upon standardized replacement value of the assets shall be transferred to the Department.

ATTACHMENTS

- A. Asset Transfer Agreements between San Mateo Consolidated Fire and:
- The City of San Mateo
 - The Estero Municipal Improvement District/City of Foster City
 - The Belmont Fire Protection District

**ASSET TRANSFER AGREEMENT BETWEEN THE CITY OF SAN MATEO AND
THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

This Asset Transfer Agreement (“Agreement”) is entered into as of _____, 2019, by and between the City of San Mateo (“City”) and the San Mateo Consolidated Fire Department (“Department”). City and Department may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. On November 22, 2017, the City of San Mateo, City of Foster City/Estero Municipal Improvement District, and the Belmont Fire Protection District (collectively, the “Member Agencies”) entered into a Joint Powers Agreement establishing the Department, and that agreement was subsequently amended by the Member Agencies on May 8, 2018 and on September 11, 2018 (“JPA Agreement”).
- B. Department is authorized to provide fire protection, prevention, and emergency response services within its jurisdiction.
- C. To perform its functions, Department requires apparatus, vehicles, supplies, equipment, and other assets.
- D. As a member of the JPA and in accordance with JPA Agreement, City seeks to transfer ownership of certain assets to the Department for its use in providing fire protection and emergency response, and the Department seeks to accept ownership of those assets.
- E. The Department’s anticipated date for commencing operations is January 13, 2019 (the “Commencement Date”).
- F. The Parties have identified three categories of physical assets to be transferred. Category 1 assets consist of vehicles and apparatus; Category 2 assets consist of equipment, supplies, furnishings, appliances, and fixtures identified to be valued above \$5,000; and Category 3 assets are miscellaneous assets valued below \$5,000 that are located at, on, or within the capital facilities, vehicles, and apparatus used by Department and are incidental to the Department’s day-to-day operations.
- G. In addition to transferring certain physical assets, the Parties also seek to periodically transfer to the Department portions of the replacement value of those assets.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, City and Department agree as follows:

AGREEMENT

1. Assets to be Transferred. City fully transfers all ownership and title of the following assets, the ownership of which is accepted by the Department:
 - a. Category 1 – Apparatus and Vehicles. Category 1 assets consist of apparatus and vehicles. City transfers and Department accepts only those Category 1 assets listed in Exhibit A.
 - b. Category 2 – Assets valued above \$5,000. Category 2 assets consist of equipment, appliances, furnishings, supplies, and other assets valued above \$5,000. The City transfers and Department accepts only those Category 2 assets contained in Exhibit B.
 - c. Category 3 – Miscellaneous Fire Equipment valued at less than \$5,000. Unless specifically exempted under this Agreement, the City transfers and the Department accepts all other assets valued below \$5,000 which are located at or within the City's fire station facilities or included on Category 1 assets transferred under this Agreement, if such assets are commonly used in administering the Department's daily operations.

2. Transfer of Replacement Value. In addition to transferring the assets described in Agreement Section 1, the City agrees to transfer to the Department a portion of the replacement value of the assets that are subject to this Agreement, as follows:
 - a. Upon the Commencement Date, the City shall transfer funds equal to 1/3 of the agreed-upon standardized replacement value of the assets it transfers to the Department.
 - b. Within one year of the Commencement Date (by January 13, 2020), the City shall transfer additional funds equal to 1/3 of the agreed-upon standardized replacement value of the assets transferred to the Department.
 - c. Within two years of the Commencement Date (by January 13, 2021), the Department will provide an accounting of the Department's replacement fund balance to the City and other JPA member agencies, and the City and Department shall meet to determine what additional funds the City shall transfer to the Department for asset replacement. Any transfer of funds subject to this Section 2.c shall occur within 30 days of January 13, 2021.

3. Exempted Assets. City shall retain full ownership to the assets contained in Exhibit C, which are exempt from transfer to the Department and not subject to transfer of replacement value.

4. Effective Date of Change in Ownership. Ownership of the assets subject to this Agreement shall transfer to the Department on or before the Department's Commencement Date.
5. Records of Ownership. City shall provide the Department with executed titles or other records and documentation, where applicable, evidencing the ownership of the transferred assets.
6. As-Is Condition. Department acknowledges and agrees that the assets transferred under this Agreement are in an "As-Is" condition and are being accepted by Department in their current physical condition and City has made no representation or warranty as to their physical characteristics. Department shall have to right, prior to the accepting assets, to inspect any and all assets subject to this Agreement.
7. Upkeep, Maintenance, and Insurance. Upon the Commencement Date, the City shall no longer be responsible for any upkeep, maintenance, or insurance of the transferred assets.
8. Mediation. Should any dispute arise out of this Agreement, either party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.
9. Non-assignability. Both Parties recognize that this Agreement cannot be transferred or assigned without the prior written consent of both Parties, and this Agreement shall be binding on all successors or assigns.
10. Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of San Mateo

Department: San Mateo Consolidated Fire Department
Attn: Fire Chief

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

11. Attorneys' Fees. If legal action is brought by either Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to recover reasonable attorneys' fees and court costs in an amount not to exceed \$5,000. The above \$5,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5,000 for attorneys' fees arising out of an action, or actions, to enforce this Agreement.
12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, assigns and transferees.
13. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either Party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the Party making the waiver.
14. Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.
15. Governing Law. This Agreement shall be interpreted and enforced according to, and the parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the California Superior Court of San Mateo

County for actions brought in state court, and the United States District Court for the Northern District of California if brought in federal court.

16. Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination, indemnification, limits of liability, attorneys' fees and waiver shall survive termination of this Agreement.
17. Exhibits. All Exhibits referenced in this Agreement are hereby incorporated as though set forth in full herein.
18. Drafting. The Parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting Party in accordance with California Civil Code Section 1654, and that each Party to this Agreement waives the effect of such statute.
19. Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

CITY OF SAN MATEO

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

By: _____

By: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Department Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Shawn Mason, City Attorney

By: _____
William D. Ross, General Counsel

EXHIBIT A

“Category 1” Assets Transferred to the Department

The list of assets attached behind this page identifies the apparatus, vehicles, and other “Category 1” assets subject to this Agreement.

Exhibit A - Vehicles Only (SM)

Item Description	Service Year	Estimated	Next Year of	Item	Total Purchase Cost	SOURCE LIST	FUND	DEPT	Amount	Amount
		Service Life	Scheduled						Quantity	
		Years	Replacement						ANNUAL RATE	2017-18)
F100 - FORD FUSION HYBRID SE	2014	10	2024	1	\$ 32,595.17	Vehicles	Prevention	Fire	3,259.52	13,038.07
F101 - FORD FUSION HYBRID SE	2014	10	2024	1	\$ 32,595.17	Vehicles	Prevention	Fire	3,259.52	13,038.07
F80 - TOYOTA TACOMA	2018	8	2026	1	\$ 32,328.86	Vehicles	Prevention	Fire	4,041.11	-
F90 - TOYOTA TACOMA	2018	8	2026	1	\$ 32,328.86	Vehicles	Prevention	Fire	4,041.11	-
F91 - FORD FUSION HYBRID SE	2014	10	2024	1	\$ 28,479.17	Vehicles	Prevention	Fire	2,847.92	11,391.67
F99 - FORD FUSION HYBRID SE	2014	10	2024	1	\$ 32,595.17	Vehicles	Prevention	Fire	3,259.52	13,038.07
E-2915 - PIERCE ARROW XT PUMPER (E124)	2015	15	2030	1	\$ 635,500.00	Vehicles	SM Fund 10	Fire	42,366.67	127,100.00
E-3015 - PIERCE ARROW XT PUMPER (E26)	2015	15	2030	1	\$ 635,500.00	Vehicles	SM Fund 10	Fire	42,366.67	127,100.00
E-3118 - PIERCE ENFORCER 1750 GPM PUMPER new E24	2018	15	2033	1	\$ 639,286.80	Vehicles	SM Fund 10	Fire	42,619.12	42,619.12
E-3218 - PIERCE ENFORCER 1750 GPM PUMPER new E21	2018	15	2033	1	\$ 639,286.80	Vehicles	SM Fund 10	Fire	42,619.12	42,619.12
F102 - FORD EXPLORER-INTERCEPTOR UTILITY 4	2017	8	2025	1	\$ 40,464.00	Vehicles	SM Fund 10	Fire	5,058.00	5,058.00
F103 - FORD F350	2007	10	2017	1	\$ 39,900.00	Vehicles	SM Fund 10	Fire	3,990.00	39,900.00
F104 - FORD F350	2007	10	2017	1	\$ 39,900.00	Vehicles	SM Fund 10	Fire	3,990.00	39,900.00
F105 - FORD EXPLORER-INTERCEPTOR UTILITY 4	2016	8	2024	1	\$ 40,114.01	Vehicles	SM Fund 10	Fire	5,014.25	10,028.50
F-2300 - SPARTAN HITEC (E124)	2000	15	2012	1	\$ 635,500.00	Vehicles	SM Fund 10	Fire	-	-
F-2401 - SPARTAN PUMPER ENGINE (E127)	2001	15	2013	1	\$ 635,500.00	Vehicles	SM Fund 10	Fire	-	-
F-2506 - PIERCE PUMPER ENGINE (E121)	2006	15	2021	1	\$ 635,500.00	Vehicles	SM Fund 10	Fire	42,366.67	508,400.00
F-2606 - PIERCE PUMPER ENGINE (E27)	2006	15	2018	1	\$ 635,500.00	Vehicles	SM Fund 10	Fire	42,366.67	635,500.00
F26-BC5 - FORD F250 4X4 CREW CAB PICK -UP TRUCK	2017	8	2025	1	\$ 93,952.00	Vehicles	SM Fund 10	Fire	11,744.00	11,744.00
F-2707 - PIERCE PUMPER ENGINE (E23)	2007	15	2019	1	\$ 635,500.00	Vehicles	SM Fund 10	Fire	42,366.67	466,033.33
F-2807 - PIERCE PUMPER ENGINE (E25)	2007	15	2019	1	\$ 635,500.00	Vehicles	SM Fund 10	Fire	42,366.67	466,033.33
F92 - FORD ESCAPE	2009	8	2017	1	\$ 29,278.00	Vehicles	SM Fund 10	Fire	3,659.75	29,278.00
F93 - TOYOTA TACOMA (U21)	2015	10	2025	1	\$ 31,532.19	Vehicles	SM Fund 10	Fire	3,153.22	9,459.66
F97 - TOYOTA TACOMA	2015	10	2025	1	\$ 29,957.90	Vehicles	SM Fund 10	Fire	2,995.79	8,987.37
OES0616 - CARGO MATE CERT TRAILER-MODEL ORBL714TA3	2017	15	2032	1	\$ 11,553.19	Vehicles	SM Fund 10	Fire	770.21	770.21
OES0716 - CARGO MATE CERT TRAILER-MODEL ORBL714TA3	2017	15	2032	1	\$ 11,553.19	Vehicles	SM Fund 10	Fire	770.21	770.21
OES0816 - CARGO MATE SHELTER TRAILER-MODEL ORBL822TA4	2017	15	2032	1	\$ 13,008.95	Vehicles	SM Fund 10	Fire	867.26	867.26
OES0916 - SIERRA SINGLE TOILET TRAILER	2017	10	2027	1	\$ 2,589.23	Vehicles	SM Fund 10	Fire	258.92	258.92
T-0998 - LTI Ladder Truck (1/2 Value of reserve)	1998	25	2023	1	\$ 600,000.00	Vehicles	SM Fund 10	Fire	37,500.00	400,000.00
T-1115 - PIERCE ARROW XT AERIAL TRUCK	2015	16	2030	1	\$ 1,114,737.11	Vehicles	SM Fund 10	Fire	69,671.07	209,013.21
					\$ 8,652,035.77					3,231,946.13

EXHIBIT B

“Category 2” Assets Transferred to the Department

The list of assets attached behind this page identifies the supplies, equipment, furnishings, fixtures, and other “Category 2” assets subject to this Agreement.

Exhibit B - Over 5k (no vehicles) SM

Item Description	Service Year	Estimated	Next Year of	Item	Total Purchase Cost	SOURCE LIST	FUND	DEPT	BASELINE	Amount
		Service Life	Scheduled						Quantity	ANNUAL RATE
Tablet - Fire Department - BC105CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - BC5CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - CIP	2016	5	2021	1	\$ 629.00	Tablets	Prevention	Fire	125.80	251.60
Tablet - Fire Department - daSilva	2016	5	2021	1	\$ 629.00	Tablets	Prevention	Fire	125.80	251.60
Tablet - Fire Department - DFM Henderson	2015	5	2020	1	\$ 629.00	Tablets	Prevention	Fire	125.80	377.40
Tablet - Fire Department - DFM Iverson	2016	5	2021	1	\$ 629.00	Tablets	Prevention	Fire	125.80	251.60
Tablet - Fire Department - E21CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - E23CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - E24CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - E25CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - E26CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - E27CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - FC Healy	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - FM Leong	2016	5	2021	1	\$ 629.00	Tablets	Prevention	Fire	125.80	251.60
Tablet - Fire Department - Martin	2015	5	2020	1	\$ 629.00	Tablets	Prevention	Fire	125.80	377.40
Tablet - Fire Department - Orque	2015	5	2020	1	\$ 629.00	Tablets	Prevention	Fire	125.80	377.40
Tablet - Fire Department - Spare (E123)	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - Spare (E128)	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - Spare-Prev	2016	5	2021	1	\$ 629.00	Tablets	Prevention	Fire	125.80	251.60
Tablet - Fire Department - T21CP	2016	5	2021	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	251.60
Tablet - Fire Department - Training	2017	5	2022	1	\$ 729.99	Tablets	SM Fund 10	Fire	146.00	146.00
Tablet - Fire Department - Training	2017	5	2022	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	125.80
Tablet - Fire Department - Training	2017	5	2022	1	\$ 629.00	Tablets	SM Fund 10	Fire	125.80	125.80
Tablet - Fire Department - Zambrana	2016	5	2021	1	\$ 629.00	Tablets	Prevention	Fire	125.80	251.60
Kenwood TK5210GK2 Portable Radio	2013	5	2018	1	\$ 1,430.20	Radios	SM Fund 10	Fire	286.04	1,430.20
Kenwood TK5210GK2 Portable Radio (yellow)	2016	5	2021	12	\$ 13,010.32	Radios	SM Fund 10	Fire	2,602.06	5,204.13
Kenwood TK5710 Mobile Radio	2011	5	2016	17	\$ 35,295.06	Radios	SM Fund 10	Fire	7,059.01	35,295.06
Motorola APX6000 Portable Radios	2019	5	2023	44	\$ 184,927.16	Radios	SM Fund 10	Fire	36,985.43	-
MST Mobile Kenwood Radios	2011	5	2016	15	\$ 7,185.94	Radios	SM Fund 10	Fire	1,437.19	7,185.94
FD-21-HPM401dn - Station 21	2017	5	2022	1	\$ 300.00	Printers	SM Fund 10	Fire	60.00	60.00
FD-21-HPM451dn-Color - Station 21	2017	5	2022	1	\$ 600.00	Printers	SM Fund 10	Fire	120.00	120.00
FD-23-HPM401dn - Station 23	2017	5	2022	1	\$ 300.00	Printers	SM Fund 10	Fire	60.00	60.00
FD-23-XeroxScanner - Station 23	2017	5	2022	1	\$ 2,500.00	Printers	SM Fund 10	Fire	500.00	500.00
FD-24-HPM476dw - Station 24	2017	5	2022	1	\$ 800.00	Printers	SM Fund 10	Fire	160.00	160.00
FD-24-P3005 - Station 24	2017	5	2022	1	\$ 900.00	Printers	SM Fund 10	Fire	180.00	180.00
FD-25-HPM425dn - Station 25	2017	5	2022	1	\$ 700.00	Printers	SM Fund 10	Fire	140.00	140.00
FD-26-HP4250 - Station 26	2017	5	2022	1	\$ 1,800.00	Printers	SM Fund 10	Fire	360.00	360.00
FD-27-HPM2727 - Station 27	2017	5	2022	1	\$ 900.00	Printers	SM Fund 10	Fire	180.00	180.00
FD-27-HPM401dn - Station 27	2017	5	2022	1	\$ 300.00	Printers	SM Fund 10	Fire	60.00	60.00
FD-AD Ray Iverson - Fire Prevention	2017	5	2022	1	\$ 300.00	Printers	Prevention	Fire	60.00	60.00
FD-AD-HPM451dn-Color - Fire Administration	2017	5	2022	1	\$ 700.00	Printers	SM Fund 10	Fire	140.00	140.00
FD-FP-HPM602n - Fire Prevention	2017	5	2022	1	\$ 899.00	Printers	Prevention	Fire	179.80	179.80
Fire: Admin	2012	5	2017	1	\$ 6,000.00	Printers	SM Fund 10	Fire	1,200.00	6,000.00
Fire: Station #21	2012	5	2017	1	\$ 1,500.00	Printers	SM Fund 10	Fire	300.00	1,500.00
Fire: Station #23	2012	5	2017	1	\$ 6,000.00	Printers	SM Fund 10	Fire	1,200.00	6,000.00
Auto Extrication Tool set	2007	15	2022	1	\$ 24,562.52	Fire	SM Fund 10	Fire	1,637.50	18,012.51
Auto Extrication Tool set	2015	15	2030	1	\$ 19,061.73	Fire	SM Fund 10	Fire	1,270.78	3,812.35
Auto Extrication Tool set	2016	15	2031	1	\$ 8,060.55	Fire	SM Fund 10	Fire	537.37	1,074.74
Blower	2015	8	2023	1	\$ 3,547.95	Fire	SM Fund 10	Fire	443.49	1,330.48
Blower	2015	8	2023	1	\$ 3,547.95	Fire	SM Fund 10	Fire	443.49	1,330.48
Blower	2009	8	2017	1	\$ 2,344.78	Fire	SM Fund 10	Fire	293.10	2,344.78
Body Armor (enforcer classic ballistic vests)	2015	5	2020	75	\$ 32,022.06	Fire	SM Fund 10	Fire	6,404.41	19,213.24
Body Armor (enforcer classic ballistic vests) PREVENTION	2018	5	2023	7	\$ 4,283.85	Fire	Prevention	Fire	856.77	-
Chainsaw (Rotary Rescue Cut-Off Saw)	2017	6	2023	1	\$ 1,834.78	Fire	SM Fund 10	Fire	305.80	305.80
Chainsaw (Rotary Rescue Cut-Off Saw)	2016	6	2022	2	\$ 3,237.30	Fire	SM Fund 10	Fire	539.55	1,079.10

Item Description	Service Year	Estimated	Next Year of	Item	Total Purchase Cost	SOURCE LIST	FUND	DEPT	BASELINE	Amount
		Service Life	Scheduled						Replacement	Quantity
		Years	Replacement	Quantity					ANNUAL RATE	2017-18)
Lenovo M900z - Fire Prevention Desktop	2017	4	2021	1	\$ 1,478.00	Computers	Prevention	Fire	369.50	369.50
Lenovo M900z - Fire Prevention Desktop	2017	4	2021	1	\$ 1,478.00	Computers	Prevention	Fire	369.50	369.50
Lenovo M93z - Administrative Assistant Desktop	2015	4	2019	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,074.75
Lenovo M93z - Deputy Fire Chief Laptop	2016	4	2020	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	716.50
Lenovo M93z - Fire Administration Desktop	2014	4	2018	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,433.00
Lenovo M93z - Fire Administration Desktop	2014	4	2018	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,433.00
Lenovo M93z - Fire Administration Desktop	2014	4	2018	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,433.00
Lenovo M93z - Fire Administration Desktop	2014	4	2018	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 21 Desktop	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Fire Dept. 21 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 21 Desktop Captain	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Fire Dept. 21 Desktop Captain	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Fire Dept. 23 Desktop	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Fire Dept. 23 Desktop	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Fire Dept. 23 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 23 Desktop BC	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 23 Desktop Captain	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Fire Dept. 24 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 24 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 25 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 25 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 26 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 26 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 27 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Dept. 27 Desktop	2014	4	2018	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,433.00
Lenovo M93z - Fire Prevention Desktop	2016	4	2020	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	716.50
Lenovo M93z - Fire Prevention Desktop	2015	4	2019	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,074.75
Lenovo M93z - Fire Prevention Desktop	2015	4	2019	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,074.75
Lenovo M93z - Fire Prevention Desktop	2015	4	2019	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,074.75
Lenovo M93z - Fire Prevention Desktop	2015	4	2019	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,074.75
Lenovo M93z - Fire Prevention Desktop	2015	4	2019	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,074.75
Lenovo M93z - Station 21 Desktop Training PC	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Station 24 Desktop Training PC	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Station 25 Desktop Training PC	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Station 26 Desktop Training PC	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo M93z - Station 27 Desktop Training PC	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo P310 - Office Assistant II Desktop	2018	4	2022	1	\$ 1,622.00	Computers	Prevention	Fire	405.50	-
Lenovo T440s - Fire Dept. 23 Laptop Captain	2015	4	2019	1	\$ 1,500.00	Computers	SM Fund 10	Fire	375.00	1,125.00
Lenovo T440s - Fire Prevention Laptop	2015	4	2019	1	\$ 1,433.00	Computers	Prevention	Fire	358.25	1,074.75
Lenovo T470s - Fire Marshal Desktop	2018	4	2022	1	\$ 1,700.00	Computers	Prevention	Fire	425.00	-
Lenovo Tiny M900 - Fire Prevention Conference Room Desktop	2017	4	2021	1	\$ 1,100.00	Computers	Prevention	Fire	275.00	275.00
Lenovo X1 - Department Laptop	2015	4	2019	1	\$ 1,433.00	Computers	SM Fund 10	Fire	358.25	1,074.75
Lenovo X1 Tablet - Department Laptop	2017	3	2020	1	\$ 1,783.00	Computers	Prevention	Fire	592.36	592.36
					\$ 1,655,955.75					669,389.32

EXHIBIT C

City Assets Exempt from Transfer to the Department

The list of assets attached behind this page identifies the assets of the City that are not to be transferred to the Department, and for which the City shall retain full ownership.

**ASSET TRANSFER AGREEMENT BETWEEN
THE CITY OF FOSTER CITY/ESTERO MUNICIPAL IMPROVEMENT DISTRICT AND
THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

This Asset Transfer Agreement (“Agreement”) is entered into as of _____, 2019, by and between the City of Foster City/Estero Municipal Improvement District (“City”) and the San Mateo Consolidated Fire Department (“Department”). City and Department may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. On November 22, 2017, the City of San Mateo, City of Foster City/Estero Municipal Improvement District, and the Belmont Fire Protection District (collectively, the “Member Agencies”) entered into a Joint Powers Agreement establishing the Department, and that agreement was subsequently amended by the Member Agencies on May 8, 2018 and on September 11, 2018 (“JPA Agreement”).
- B. Department is authorized to provide fire protection, prevention, and emergency response services within its jurisdiction.
- C. To perform its functions, Department requires apparatus, vehicles, supplies, equipment, and other assets.
- D. As a member of the JPA and in accordance with JPA Agreement, City seeks to transfer ownership of certain assets to the Department for its use in providing fire protection and emergency response, and the Department seeks to accept ownership of those assets.
- E. The Department’s anticipated date for commencing operations is January 13, 2019 (the “Commencement Date”).
- F. The Parties have identified three categories of physical assets to be transferred. Category 1 assets consist of vehicles and apparatus; Category 2 assets consist of equipment, supplies, furnishings, appliances, and fixtures identified to be valued above \$5,000; and Category 3 assets are miscellaneous assets valued below \$5,000 that are located at, on, or within the capital facilities, vehicles, and apparatus used by Department and are incidental to the Department’s day-to-day operations.
- G. In addition to transferring certain physical assets, the Parties also seek to periodically transfer to the Department portions of the replacement value of those assets.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, City and Department agree as follows:

AGREEMENT

1. Assets to be Transferred. City fully transfers all ownership and title of the following assets, the ownership of which is accepted by the Department:
 - a. Category 1 – Apparatus and Vehicles. Category 1 assets consist of apparatus and vehicles. City transfers and Department accepts only those Category 1 assets listed in Exhibit A.
 - b. Category 2 – Assets valued above \$5,000. Category 2 assets consist of equipment, appliances, furnishings, supplies, and other assets valued above \$5,000. The City transfers and Department accepts only those Category 2 assets contained in Exhibit B.
 - c. Category 3 – Miscellaneous Fire Equipment valued at less than \$5,000. Unless specifically exempted under this Agreement, the City transfers and the Department accepts all other assets valued below \$5,000 which are located at or within the City's fire station facilities or included on Category 1 assets transferred under this Agreement, if such assets are commonly used in administering the Department's daily operations.

2. Transfer of Replacement Value. In addition to transferring the assets described in Agreement Section 1, the City agrees to transfer to the Department a portion of the replacement value of the assets that are subject to this Agreement, as follows:
 - a. Upon the Commencement Date, the City shall transfer funds equal to 1/3 of the agreed-upon standardized replacement value of the assets it transfers to the Department.
 - b. Within one year of the Commencement Date (by January 13, 2020), the City shall transfer additional funds equal to 1/3 of the agreed-upon standardized replacement value of the assets transferred to the Department.
 - c. Within two years of the Commencement Date (by January 13, 2021), the Department will provide an accounting of the Department's replacement fund balance to the City and other JPA member agencies, and the City and Department shall meet to determine what additional funds the City shall transfer to the Department for asset replacement. Any transfer of funds subject to this Section 2.c shall occur within 30 days of January 13, 2021.

3. Exempted Assets. City shall retain full ownership to the assets contained in Exhibit C, which are exempt from transfer to the Department and not subject to transfer of replacement value.

4. Effective Date of Change in Ownership. Ownership of the assets subject to this Agreement shall transfer to the Department on or before the Department's Commencement Date.
5. Records of Ownership. City shall provide the Department with executed titles or other records and documentation, where applicable, evidencing the ownership of the transferred assets.
6. As-Is Condition. Department acknowledges and agrees that the assets transferred under this Agreement are in an "As-Is" condition and are being accepted by Department in their current physical condition and City has made no representation or warranty as to their physical characteristics. Department shall have to right, prior to the accepting assets, to inspect any and all assets subject to this Agreement.
7. Upkeep, Maintenance, and Insurance. Upon the Commencement Date, the City shall no longer be responsible for any upkeep, maintenance, or insurance of the transferred assets.
8. Valuation. For purposes of this Agreement, an asset shall be valued at its local fair market value as agreed to by the Parties. Assets may be valued individually or, for items typically purchased in together or in multiple units, as a group.
9. Mediation. Should any dispute arise out of this Agreement, either party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.
10. Non-assignability. Both Parties recognize that this Agreement cannot be transferred or assigned without the prior written consent of both Parties, and this Agreement shall be binding on all successors or assigns.
11. Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Foster City

Department: San Mateo Consolidated Fire Department
Attn: Fire Chief

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

12. Attorneys' Fees. If legal action is brought by either Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to recover reasonable attorneys' fees and court costs in an amount not to exceed \$5,000. The above \$5,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5,000 for attorneys' fees arising out of an action, or actions, to enforce this Agreement.
13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, assigns and transferees.
14. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either Party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the Party making the waiver.
15. Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

16. Governing Law. This Agreement shall be interpreted and enforced according to, and the parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the California Superior Court of San Mateo County for actions brought in state court, and the United States District Court for the Northern District of California if brought in federal court.
17. Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination, indemnification, limits of liability, attorneys' fees and waiver shall survive termination of this Agreement.
18. Exhibits. All Exhibits referenced in this Agreement are hereby incorporated as though set forth in full herein.
19. Drafting. The Parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting Party in accordance with California Civil Code Section 1654, and that each Party to this Agreement waives the effect of such statute.
20. Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

**THE CITY OF FOSTER CITY/ESTERO
MUNICIPAL IMPROVEMENT DISTRICT**

**SAN MATEO CONSOLIDATED FIRE
DEPARTMENT**

By: _____

By: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Department Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
William D. Ross, General Counsel

EXHIBIT A

“Category 1” Assets Transferred to the Department

The list of assets attached behind this page identifies the apparatus, vehicles, and other “Category 1” assets subject to this Agreement.

Exhibit A - Vehicles Only (FC)

Item Description	Service Year	Estimated	Next Year of	Item	Total Purchase Cost	SOURCE LIST	FUND	DEPT	BASELINE	Amount
		Service Life	Scheduled						Replacement	Quantity
10 TOYOTA PRIUS (pool)	2009	9	2018	1	\$ 30,406.00	Vehicles	FC	Fire	3,378.44	-
15 FORD EXPLORER (Admin BC)	2015	7	2022	1	\$ 41,616.00	Vehicles	FC	Fire	5,945.14	17,835.43
E-28 PIERCE Engine	2015	15	2030	1	\$ 635,500.00	Vehicles	FC	Fire	42,366.67	127,100.00
E-29 Americana Custom Fire Engine	2003	20	2023	1	\$ 635,500.00	Vehicles	FC	Fire	31,775.00	476,625.00
E-29 PIERCE Engine	2018	15	2033	1	\$ 639,286.80	Vehicles	FC	Fire	42,619.12	-
Ford F-250 (BC6)	2018	10	2028	1	\$ 110,000.00	Vehicles	FC	Fire	11,000.00	-
FORD F-250 (CERT)	2017	12	2029	1	\$ 36,000.00	Vehicles	FC	Fire	3,000.00	3,000.00
FORD F-250 (U28)	2011	12	2023	1	\$ 48,623.00	Vehicles	FC	Fire	4,051.92	28,363.42
Funding for Reserve Truck (Quarter Value)		16	2023		\$ 300,000.00	Vehicles	FC	Fire	18,750.00	200,000.00
T-23 - PIERCE ARROW XT AERIAL TRUCK	2016	16	2032	1	\$ 1,200,000.00	Vehicles	FC	Fire	75,000.00	75,000.00
CERT Large Trailer (1)	2013	20	2033	1	\$ 8,000.00	Vehicles	FC	Fire	400.00	2,000.00
CERT Small Trailers (4)	2009	20	2029	1	\$ 13,200.00	Vehicles	FC	Fire	660.00	5,940.00
Watercraft 1	2003	17	2020	1	\$ 20,000.00	Vehicles	FC	Fire	1,176.47	17,647.06
Watercraft 2 - PWC	2016	5	2021	1	\$ 70,000.00	Vehicles	FC	Fire	14,000.00	28,000.00
					\$ 3,788,131.80					981,510.90

EXHIBIT B

“Category 2” Assets Transferred to the Department

The list of assets attached behind this page identifies the supplies, equipment, furnishings, fixtures, and other “Category 2” assets subject to this Agreement.

Exhibit B - Over 5k (no vehicles) FC

Item Description	Service Year	Estimated	Next Year of	Item	Total Purchase Cost	SOURCE LIST	FUND	DEPT	BASELINE	Amount
		Service Life	Scheduled						Years	Replacement
FD Mobile Radios Pool A	2014	8	2022	1	\$ 10,300.00	Radios	FC	Fire	1,287.50	5,150.00
FD Mobile Radios Pool B	2017	8	2025	1	\$ 10,300.00	Radios	FC	Fire	1,287.50	1,287.50
FD Mobile Radios Pool C	2011	8	2019	1	\$ 10,300.00	Radios	FC	Fire	1,287.50	9,012.50
FD Mobile Radios Pool D	2013	8	2021	1	\$ 10,300.00	Radios	FC	Fire	1,287.50	6,437.50
FD Portable Radios Pool A	2015	8	2023	1	\$ 12,400.00	Radios	FC	Fire	1,550.00	4,650.00
FD Portable Radios Pool B	2017	8	2025	1	\$ 12,400.00	Radios	FC	Fire	1,550.00	1,550.00
FD Portable Radios Pool C	2011	8	2019	1	\$ 12,400.00	Radios	FC	Fire	1,550.00	10,850.00
FD Portable Radios Pool D	2013	8	2021	1	\$ 12,400.00	Radios	FC	Fire	1,550.00	7,750.00
4-Gas Atmosphere Monitors (5) and testing equipment	2015	6	2021	1	\$ 7,000.00	Fire	FC	Fire	1,166.67	3,500.00
Air Bags	2015	12	2027	1	\$ 10,600.00	Fire	FC	Fire	883.33	2,650.00
Air Fill System	2007	18	2025	1	\$ 30,000.00	Fire	FC	Fire	1,666.67	18,333.33
Auto Extrication Tool (T23)	2015	15	2030	1	\$ 52,900.00	Fire	FC	Fire	3,526.67	10,580.00
Chainsaw (Cut Off Saw)	2017	9	2026	1	\$ 1,200.00	Fire	FC	Fire	133.33	133.33
Dayroom Chairs (10)	2016	7	2023	1	\$ 7,000.00	Fire	FC	Fire	1,000.00	2,000.00
Defibrillators (2)	2006	16	2022	1	\$ 93,000.00	Fire	FC	Fire	5,812.50	69,750.00
Defibrillators (AED's) (2)	2017	10	2027	1	\$ 3,000.00	Fire	FC	Fire	300.00	300.00
Extractor	2003	30	2033	1	\$ 7,000.00	Fire	FC	Fire	233.33	3,500.00
FD Headsets Pool A	2013	6	2019	1	\$ 7,500.00	Fire	FC	Fire	1,250.00	6,250.00
FD Headsets Pool B	2015	6	2021	1	\$ 7,500.00	Fire	FC	Fire	1,250.00	3,750.00
FD Headsets Pool C	2017	6	2023	1	\$ 7,500.00	Fire	FC	Fire	1,250.00	1,250.00
Fire Hose E28	2013	16	2029	1	\$ 17,000.00	Fire	FC	Fire	1,062.50	5,312.50
Fire Hose E29	2003	15	2018	1	\$ 17,000.00	Fire	FC	Fire	1,133.33	17,000.00
Fire RMS software	2015	5	2020	1	\$ 32,000.00	Fire	FC	Fire	6,400.00	19,200.00
Fit Tester	2013	15	2028	1	\$ 10,000.00	Fire	FC	Fire	666.67	3,333.33
Kitchen Stove	2002	23	2025	1	\$ 8,000.00	Fire	FC	Fire	347.83	5,565.22
Konica 35PPM Copier (Fire 2nd Floor)	2017	5	2022	1	\$ 7,500.00	Fire	FC	Fire	1,500.00	1,500.00
Lucas Device (2)	2011	10	2021	1	\$ 35,000.00	Fire	FC	Fire	3,500.00	24,500.00
Mattresses Pool A	2016	3	2019	1	\$ 1,500.00	Fire	FC	Fire	500.00	1,000.00
Mattresses Pool B	2017	3	2020	1	\$ 1,500.00	Fire	FC	Fire	500.00	500.00
Mattresses Pool C	2015	3	2018	1	\$ 1,500.00	Fire	FC	Fire	500.00	1,500.00
Night Vision Goggles	2013	5	2018	1	\$ 5,000.00	Fire	FC	Fire	1,000.00	5,000.00
SCBA Packs and Cylinders (Combined starting 7/1/2006)	2006	15	2021	1	\$ 185,000.00	Fire	FC	Fire	12,333.33	148,000.00
Shore Compressor	2006	15	2021	1	\$ 6,000.00	Fire	FC	Fire	400.00	4,800.00
Smoke Blowers (2)	2014	15	2029	1	\$ 8,000.00	Fire	FC	Fire	533.33	2,133.33
Station Alerting System (2)	2016	10	2026	1	\$ 35,000.00	Fire	FC	Fire	3,500.00	7,000.00
Technical Rescue Equipment	2016	12	2028	1	\$ 24,000.00	Fire	FC	Fire	2,000.00	4,000.00
Technical Rescue Equipment - Water Rescue	2016	4	2020	1	\$ 5,000.00	Fire	FC	Fire	1,250.00	2,500.00
Thermal Imagers (4)	2016	7	2023	1	\$ 60,000.00	Fire	FC	Fire	8,571.43	17,142.86
Turnout Racks	2009	15	2024	1	\$ 7,500.00	Fire	FC	Fire	500.00	4,500.00
Turnouts Pool A (12)	2016	5	2021	1	\$ 35,000.00	Fire	FC	Fire	7,000.00	14,000.00
Turnouts Pool B (12)	2017	5	2022	1	\$ 35,000.00	Fire	FC	Fire	7,000.00	7,000.00
Turnouts Pool C (12)	2013	5	2018	1	\$ 35,000.00	Fire	FC	Fire	7,000.00	35,000.00
Water Rescue Suits (3) - Pool A	2013	5	2018	1	\$ 5,500.00	Fire	FC	Fire	1,100.00	5,500.00
Water Rescue Suits (3) - Pool B	2016	4	2020	1	\$ 5,500.00	Fire	FC	Fire	1,375.00	2,750.00
Water Rescue Suits (3) - Pool C	2013	6	2019	1	\$ 5,500.00	Fire	FC	Fire	916.67	4,583.33
Water Rescue Suits (3) - Pool D	2016	5	2021	1	\$ 5,500.00	Fire	FC	Fire	1,100.00	2,200.00
Wildland Turnouts	2013	10	2023	1	\$ 17,000.00	Fire	FC	Fire	1,700.00	8,500.00
Desktop - Admin BC	2015	4	2019	1	\$ 800.00	Computers	FC	Fire	200.00	600.00
Desktop - Apparatus Bay	2018	4	2022	1	\$ 800.00	Computers	FC	Fire	200.00	-
Desktop - Capt. 1	2015	4	2019	1	\$ 800.00	Computers	FC	Fire	200.00	600.00
Desktop - FD Mgmt Coordinator	2018	4	2022	1	\$ 800.00	Computers	FC	Fire	200.00	-
Desktop - FD Sec	2015	4	2019	1	\$ 800.00	Computers	FC	Fire	200.00	600.00
Desktop - Front Office P/T(Desk)	2017	4	2021	1	\$ 800.00	Computers	FC	Fire	200.00	200.00
Desktop - PT Fire Prevention	2018	4	2022	1	\$ 800.00	Computers	FC	Fire	200.00	-
Desktop - Study Room #3	2018	4	2022	1	\$ 800.00	Computers	FC	Fire	200.00	-

Item Description	Service Year	Estimated	Next Year of	Item	Total Purchase Cost	SOURCE LIST	FUND	DEPT	BASELINE	Amount
		Service Life	Scheduled						ANNUAL RATE	Collected (up til
		Years	Replacement	Quantity						2017-18)
Desktop - Study Room #4	2017	4	2021	1	\$ 800.00	Computers	FC	Fire	200.00	200.00
Desktop - Study Room 1 (MEDIC 1)	2017	4	2021	1	\$ 800.00	Computers	FC	Fire	200.00	200.00
Desktop - Study Room 2 (MEDIC 2)	2017	4	2021	1	\$ 800.00	Computers	FC	Fire	200.00	200.00
Desktop- Capt. 2	2015	4	2019	1	\$ 800.00	Computers	FC	Fire	200.00	600.00
Desktop- SCBA (Breathing apparatus testing)	2015	4	2019	1	\$ 800.00	Computers	FC	Fire	200.00	600.00
Laptop - CERT Intern Laptop Precision	2018	4	2022	1	\$ 1,200.00	Computers	FC	Fire	300.00	-
Laptop - Eng29 Laptop for Diagnostics 5440	2014	5	2019	1	\$ 1,000.00	Computers	FC	Fire	200.00	800.00
Laptop - FD Dpt Laptop 5440	2018	4	2022	1	\$ 1,000.00	Computers	FC	Fire	250.00	-
Laptop - FD Training Laptop	2016	4	2020	1	\$ 1,000.00	Computers	FC	Fire	250.00	500.00
Laptop -Dell - Radio Programming	1999	4	2003	1	\$ 1,200.00	Computers	FC	Fire	300.00	1,200.00
					\$ 951,300.00					529,004.74

EXHIBIT C

City Assets Exempt from Transfer to the Department

The list of assets attached behind this page identifies the assets of the City that are not to be transferred to the Department, and for which the City shall retain full ownership.

**ASSET TRANSFER AGREEMENT BETWEEN THE BELMONT FIRE PROTECTION DISTRICT AND
THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT**

This Asset Transfer Agreement (“Agreement”) is entered into as of _____, 2019, by and between the Belmont Fire Protection District (“District”) and the San Mateo Consolidated Fire Department (“Department”). District and Department may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

- A. On November 22, 2017, the City of San Mateo, City of Foster City/Estero Municipal Improvement District, and the Belmont Fire Protection District (collectively, the “Member Agencies”) entered into a Joint Powers Agreement establishing the Department, and that agreement was subsequently amended by the Member Agencies on May 8, 2018 and on September 11, 2018 (“JPA Agreement”).
- B. Department is authorized to provide fire protection, prevention, and emergency response services within its jurisdiction.
- C. To perform its functions, Department requires apparatus, vehicles, supplies, equipment, and other assets.
- D. As a member of the JPA and in accordance with JPA Agreement, District seeks to transfer ownership of certain assets to the Department for its use in providing fire protection and emergency response, and the Department seeks to accept ownership of those assets.
- E. The Department’s anticipated date for commencing operations is January 13, 2019 (the “Commencement Date”).
- F. The Parties have identified three categories of physical assets to be transferred. Category 1 assets consist of vehicles and apparatus; Category 2 assets consist of equipment, supplies, furnishings, appliances, and fixtures identified to be valued above \$5,000; and Category 3 assets are miscellaneous assets valued below \$5,000 that are located at, on, or within the capital facilities, vehicles, and apparatus used by Department and are incidental to the Department’s day-to-day operations.
- G. In addition to transferring certain physical assets, the Parties also seek to periodically transfer to the Department portions of the replacement value of those assets.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, District and Department agree as follows:

AGREEMENT

1. Assets to be Transferred. District fully transfers all ownership and title of the following assets, the ownership of which is accepted by the Department:
 - a. Category 1 – Apparatus and Vehicles. Category 1 assets consist of apparatus and vehicles. District transfers and Department accepts only those Category 1 assets listed in Exhibit A.
 - b. Category 2 – Assets valued above \$5,000. Category 2 assets consist of equipment, appliances, furnishings, supplies, and other assets valued above \$5,000. The District transfers and Department accepts only those Category 2 assets contained in Exhibit B.
 - c. Category 3 – Miscellaneous Fire Equipment valued at less than \$5,000. Unless specifically exempted under this Agreement, the District transfers and the Department accepts all other assets valued below \$5,000 which are located at or within the District's fire station facilities or included on Category 1 assets transferred under this Agreement, if such assets are commonly used in administering the Department's daily operations.

2. Transfer of Replacement Value. In addition to transferring the assets described in Agreement Section 1, the District agrees to transfer to the Department a portion of the replacement value of the assets that are subject to this Agreement, as follows:
 - a. Upon the Commencement Date, the District shall transfer funds equal to 1/3 of the agreed-upon standardized replacement value of the assets it transfers to the Department.
 - b. Within one year of the Commencement Date (by January 13, 2020), the District shall transfer additional funds equal to 1/3 of the agreed-upon standardized replacement value of the assets transferred to the Department.
 - c. Within two years of the Commencement Date (by January 13, 2021), the Department will provide an accounting of the Department's replacement fund balance to the District and other JPA member agencies, and the District and Department shall meet to determine what additional funds the District shall transfer to the Department for asset replacement. Any transfer of funds subject to this Section 2.c, shall occur within 30 days of January 13, 2021.

3. Exempted Assets. District shall retain full ownership to the assets contained in Exhibit C, which are exempt from transfer to the Department and not subject to transfer of replacement value.

4. Effective Date of Change in Ownership. Ownership of the assets subject to this Agreement shall transfer to the Department on or before the Department's Commencement Date.
5. Records of Ownership. District shall provide the Department with executed titles or other records and documentation, where applicable, evidencing the ownership of the transferred assets.
6. As-Is Condition. Department acknowledges and agrees that the assets transferred under this Agreement are in an "As-Is" condition and are being accepted by Department in their current physical condition and District has made no representation or warranty as to their physical characteristics. Department shall have to right, prior to the accepting assets, to inspect any and all assets subject to this Agreement.
7. Upkeep, Maintenance, and Insurance. Upon the Commencement Date, the District shall no longer be responsible for any upkeep, maintenance, or insurance of the transferred assets.
8. Mediation. Should any dispute arise out of this Agreement, either party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.
9. Non-assignability. Both Parties recognize that this Agreement cannot be transferred or assigned without the prior written consent of both Parties, and this Agreement shall be binding on all successors or assigns.
10. Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through first class United States mail, or by private delivery systems, postage prepaid, to the following address or such other address of which a party may give written notice:

District: Belmont Fire Protection District

Department: San Mateo Consolidated Fire Department
Attn: Fire Chief

Any notice required or provided for under this Agreement shall be deemed served at the time of personal service. Mailed notices will be deemed served as of the day of receipt.

11. Attorneys' Fees. If legal action is brought by either Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to recover reasonable attorneys' fees and court costs in an amount not to exceed \$5,000. The above \$5,000 limit is the total of attorneys' fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5,000 for attorneys' fees arising out of an action, or actions, to enforce this Agreement.
12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, assigns and transferees.
13. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either Party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the Party making the waiver.
14. Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.
15. Governing Law. This Agreement shall be interpreted and enforced according to, and the parties rights and obligations governed by, the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement shall occur in the California Superior Court of San Mateo

County for actions brought in state court, and the United States District Court for the Northern District of California if brought in federal court.

16. Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination, indemnification, limits of liability, attorneys' fees and waiver shall survive termination of this Agreement.
17. Exhibits. All Exhibits referenced in this Agreement are hereby incorporated as though set forth in full herein.
18. Drafting. The Parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting Party in accordance with California Civil Code Section 1654, and that each Party to this Agreement waives the effect of such statute.
19. Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

BELMONT FIRE PROTECTION DISTRICT

SAN MATEO CONSOLIDATED FIRE DEPARTMENT

By: _____

By: _____

ATTEST:

ATTEST:

By: _____
District Clerk

By: _____
Department Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
District Counsel

By: _____
William D. Ross, General Counsel

EXHIBIT A

“Category 1” Assets Transferred to the Department

The list of assets attached behind this page identifies the apparatus, vehicles, and other “Category 1” assets subject to this Agreement.

Exhibit A - Vehicles Only (BEL)

Item Description	Service Year	Estimated Service Life Years	Next Year of Scheduled Replacement	Item Quantity	Total Purchase Cost	SOURCE LIST	FUND	DEPT	BASELINE ANNUAL RATE	Amount Collected (up til 2017-18)
2016 Ford Explorer	2016	8	2024	1	\$ 45,000.00	Vehicles	BLM	Fire	5,625.00	11,250.00
BC4 Ford Pick-Up	2008	10	2018	1	\$ 75,000.00	Vehicles	BLM	Fire	7,500.00	75,000.00
E-115 Seagrave	2008	15	2023	1	\$ 635,500.00	Vehicles	BLM	Fire	42,366.67	423,666.67
E-14 Seagrave	2016	15	2031	1	\$ 635,500.00	Vehicles	BLM	Fire	42,366.67	84,733.33
E-15 Seagrave	2018	15	2033	1	\$ 635,500.00	Vehicles	BLM	Fire	42,366.67	-
Reserve Truck One-time Buy-In (Quarter Value)		16	2023		\$ 300,000.00	Vehicles	BLM	Fire	18,750.00	200,000.00
					\$ 2,326,500.00					794,650.00

EXHIBIT B

“Category 2” Assets Transferred to the Department

The list of assets attached behind this page identifies the supplies, equipment, furnishings, fixtures, and other “Category 2” assets subject to this Agreement.

Exhibit B - Over 5k (no vehicles) BEL

Item Description	Service Year	Estimated Service Life Years	Next Year of Scheduled Replacement	Item Quantity	Total Purchase Cost	SOURCE LIST	FUND	DEPT	BASELINE ANNUAL RATE	Amount Collected (up til 2017-18)
Air Fill System	2008	18	2026	1	\$ 30,000.00	Fire	BLM	Fire	1,666.67	16,666.67
Body Armor	2015	5	2020	24	\$ 14,687.52	Fire	BLM	Fire	2,937.50	8,812.51
Chainsaw (Rotary Rescue Cut-Off Saw)	2015	6	2021	4	\$ 6,184.00	Fire	BLM	Fire	1,030.67	3,092.00
Chainsaws	2013	6	2019	6	\$ 11,652.00	Fire	BLM	Fire	1,942.00	9,710.00
Dayroom Chairs	2016	7	2023	8	\$ 6,400.00	Fire	BLM	Fire	914.29	1,828.57
Defibrillators (2)	2006	16	2022	2	\$ 60,000.00	Fire	BLM	Fire	3,750.00	45,000.00
EMS Coats	2015	8	2023	24	\$ 14,400.00	Fire	BLM	Fire	1,800.00	5,400.00
Fire Hose	2008	10	2018	1	\$ 18,187.00	Fire	BLM	Fire	1,818.70	18,187.00
Fire Hose	2016	10	2026	1	\$ 18,187.00	Fire	BLM	Fire	1,818.70	3,637.40
Fire Hose	2018	10	2028	1	\$ 18,187.00	Fire	BLM	Fire	1,818.70	-
Lucas Device (2)	2011	10	2021	2	\$ 35,000.00	Fire	BLM	Fire	3,500.00	24,500.00
SAFETY TURNOUT CLOTHING (24 sets)*	2015	10	2025	24	\$ 48,000.00	Fire	BLM	Fire	4,800.00	14,400.00
SAFETY TURNOUT CLOTHING (24 sets)*	2010	10	2020	24	\$ 48,000.00	Fire	BLM	Fire	4,800.00	38,400.00
SCBA Packs	2016	15	2031	20	\$ 100,000.00	Fire	BLM	Fire	6,666.67	13,333.33
Thermal Imagers (5)	2018	7	2025	5	\$ 36,890.00	Fire	BLM	Fire	5,270.00	-
Wildland Gear (coats & pants)	2015	10	2025	24	\$ 10,019.76	Fire	BLM	Fire	1,001.98	3,005.93
					\$ 475,794.28					205,973.41

EXHIBIT C

District Assets Exempt from Transfer to the Department

The list of assets attached behind this page identifies the assets of the District that are not to be transferred to the Department, and for which the District shall retain full ownership.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)
Ann Ritzma, Human Resources Director, Foster City

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Resolution to Approve a Contract with CalPERS

RECOMMENDATION

Staff recommends that the San Mateo Consolidate Fire Department Board:

1. Receive the results of the employee balloting to confirm that a majority vote has approved participation in the CalPERS retirement contract with SMCFD
2. Adopt the attached Resolution to Approve a Contract Between the Board of Administration of the California Public Employees Retirement System and the San Mateo Consolidated Fire Department and direct the Chair of the Board to execute the contract
3. Approve the Certification of Final Action of Governing Board
4. Direct staff to complete and submit to CalPERS the following documentation:
 - a. Employee balloting and certification
 - b. Survivor benefit election forms and certification
 - c. Certification of final action the Fire Board and signed pension contract
 - d. Completed employee data forms that will assign prospective employees to the new contract

EXECUTIVE SUMMARY

The City of San Mateo, Estero Municipal Improvement District/City of Foster City and the Belmont Fire Protection District have been working to bring together fire services for the past 7 years with the goal of providing a high level of shared fire, rescue and emergency medical services to all three communities.

Prior to full implementation of a new fire joint powers authority (JPA), SMCFD must enter into a pension contract with CalPERS (California Public Employees Retirement System). The Fire Board approved a resolution of intent to enter into a pension contract per Government Code Section 7507 on October 10, 2018. State law requires 20 days of public review prior to adoption of a final resolution to contract with CalPERS. The Board is considering a final resolution twenty-two days after the notice of intent.

It is proposed that the SMCFD Board review the results of the employee balloting to confirm that a majority of prospective employees of the SMCFD approved participation in the CalPERS pension contract. The pension contract provides the same benefit provisions of each of the member agencies and allows employees to transfer to the SMCFD with the pension benefits they currently receive. All new employees hired after the consolidation or commencement of the SMCFD will be enrolled in PEPRA pension benefits. The new contract provides benefits for both employee groups – fire and miscellaneous and with an effective date of January 13, 2018 or upon commencement of the SMCFD.

The final contract also provides sick leave credit for the San Mateo “Classic” Fire Formulas, 3% @ 50 and 3% @55 to provide the same sick leave credit benefit Foster City and Belmont “Classic” Fire Formulas are bringing to the new contract. The cost for the Sick Leave Credit for these two San Mateo formulas is 0.2% of San Mateo “classic” fire safety payroll.

BACKGROUND

The SMCFD has worked for the past two years to complete the contracting process with CalPERS. The final steps in the contracting process are:

1. Adoption of a Resolution of Intention in a public meeting (Completed on October 10, 2018)
2. Certification of the Adoption of the Resolution of Intention (Completed on October 10, 2018)
3. Review the fiscal impacts of a new contract at a public meeting at least two weeks prior to adoption of the final Resolution and provide CalPERS with Certification of Compliance (Gov. Code Section 7507) (Completed on October 10, 2018)
3. Schedule adoption of the final Resolution 20 days after the Resolution of Intention as a regular business item on a Board agenda. (Noticed on October 10, 2018 for the November 1, 2018 Board Meeting)
4. Provide all future employees of the SMCFD an employee election ballot to express by secret ballot their approval or disapproval of the retirement proposal pursuant to Government Code Section 20469. The proposal must be approved by a majority of the affected members. (Ballots were provided on Monday, October 15, 2018 and must be returned by October 29, 2018. The results will be provided to the Board. Board meeting on November 1, 2018)
5. The Secretary of the Board will certify the results of the election (CON-15N) (If there is a majority approval, the Board Secretary will provide certification to CalPERS on November 1, 2018)
6. Employees must also elect participation in 1959 Survivor Benefits (Gov. Code Section 21574) – either indexed or Fourth Level depending on current pension provisions that are not contributing to social security. Election forms (Con-24c and Con-24d) and Secretary of Board certification (Con-18 4th level and Indexed level) must be provided as part of the contracting process. (Results will be provided to CalPERS after November 1, 2018)

7. The Board, with an employee majority approval, can adopt a final Resolution to contract with CalPERS for pension benefits after October 31, 2018. The Fire Board meeting of November 1, 2018 was scheduled for this action.

As required by law, the CalPERS draft contract, summary of benefits for each provision in the contract and rate projections regarding the cost of each of the benefits have been available to the public for at least 20 days and the Board may now take final action. Staff has reviewed the contract and actuarial reports and recommends that the Board approve the contract with CalPERS for pension benefits for the San Mateo Consolidated Fire Department and direct staff to submit to CalPERS the:

- a. Employee balloting and certification
- b. Survivor benefit election forms and certification
- c. Certification of final action the Fire Board and signed pension contract
- d. Completed employee data form to assign prospective employees to the new contract

FISCAL IMPACT

San Mateo Consolidated Fire Department is a new agency and the contract has been valued as if it is just starting with CalPERS. There is no unfunded liability for prior employee service and the cost associated with each pension benefit reflects the individuals and provisions in each portion of the new contract. The rates have been incorporated into the new budget for the Department. The CalPERS Actuarially Division has discussed the new rates with staff and they are consistent with the independent actuarially analysis that was done in the financial analysis for the formation of the Department.

The final contract also provides sick leave credit for the San Mateo “Classic” Fire Formulas, 3% @ 50 and 3% @55 to provide the same sick leave credit benefit Foster City and Belmont “Classic” Fire Formulas are bringing to the new contract. The cost for the Sick Leave Credit for these two San Mateo formulas is 0.2% of San Mateo “classic” fire safety payroll.

San Mateo Consolidated Fire Department is a new contracting agency with 0% prior service. Therefore, there is no unfunded liability costs associated to the members of the Fire Department as of 1/1/2019. The Fire Department will have three pool plans for the miscellaneous members and one non-pool plan for the Fire members. As presented at the October 10, 2018 meeting, the rates for the new agency are:

Miscellaneous Pooled Plans	Employer Normal Cost Rate	
	1/1/2019 - 6/30/2019	7/1/2019 - 6/30/2020
2.7% at 55	11.6%	12.5%
2% at 55 Final Average Comp 1	9.4%	10.2%
2% at 62 (PEPRA)	6.8%	7.0%

Fire Non-Pooled Plans	Employer Normal Cost Rate	
	1/1/2019 - 6/30/2019	7/1/2019 - 6/30/2020
Blended Normal Cost Rate	18.525%	19.216%

ATTACHMENTS

- A. SMCFD Resolution
- B. CalPERS Resolution (Con-321 New Agency)
- C. Final Contract
- D. Certification of Governing Body's Action (Con-21)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING A FINAL CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies in the Public Employees' Retirement System, making their employees members of said System, and sets forth the procedure by which participation may be accomplished; and

WHEREAS, the Board of Directors of San Mateo Consolidated Fire Department on October 10, 2018, adopted a Resolution giving notice of intention to approve a contract providing for participating in the Public Employees' Retirement System; and

WHEREAS, the employees of SMCFD, whose membership in CalPERS are contemplated, have approved said participation, by majority vote; and

WHEREAS, the final action is the adoption by the governing body of the public agency of a resolution approving a contract for such participation of said agency in the Public Employees' Retirement System; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Mateo Consolidated Fire Department hereby approve a contract between the City of Foster City and the Board of Administration of the Public Employees' Retirement System, providing for participation of the San Mateo Consolidated Fire Department in said retirement system, is hereby authorized, a copy of such contract being attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board Chairman is hereby authorized, empowered and directed to execute the contract for and on behalf of the 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 1st day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JOE GOETHALS, CHAIR

ATTEST:

MATTHEW LUCETT, SECRETARY

SAN MATEO CONSOLIDATED FIRE DEPARTMENT
RESOLUTION AUTHORIZING A CONTRACT

No. _____

WHEREAS, the Public Employees' Retirement Law provides for the participation of a Public Agency in the California Public Employees' Retirement System, making its employees members of said System; and

WHEREAS, the Board of Directors of the San Mateo Consolidated Fire Department on _____, _____, adopted a Resolution giving notice of intention to approve a contract providing for such participation; and

WHEREAS, the employees of said public agency, whose memberships in said Retirement System are contemplated, have approved said participation, by majority vote;

NOW, THEREFORE, BE IT RESOLVED, that a contract between the Board of Directors of the San Mateo Consolidated Fire Department and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said contract being attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said contract for and on behalf of said public agency.

Adopted this _____ day of _____, _____.

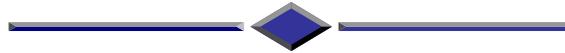
Presiding Officer

Attest:

Clerk or Secretary

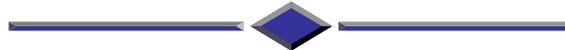


California
Public Employees' Retirement System



CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
San Mateo Consolidated Fire Department



In consideration of the covenants and agreement hereafter contained and on the part of both parties to be kept and performed, the governing body of above public agency, hereafter referred to as "Public Agency", and the Board of Administration, California Public Employees' Retirement System, hereafter referred to as "the Board", hereby agree as follows:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 or 55 for classic local safety members, and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after _____ making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency's participation in the Public Employees' Retirement System is based on the Board's reasonable, good faith interpretation of current Internal Revenue Service Guidance that Public Agency as constituted at the time of this Agreement is eligible to participate in a governmental plan within the meaning of Internal Revenue Code Section 414(d). Public Agency's continued participation shall be subject to the Board's determination of Public Agency's status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d), upon publication of final Treasury Regulations pursuant to such Section (the "Final Regulations"). If upon publication of the Final Regulations, the Board determines that Public Agency would not qualify as an agency or instrumentality of the state or political subdivision of a State, Public Agency shall take all necessary and applicable steps to comply with the Final Regulations, including making any necessary amendments to Public Agency's governing documents. If Public Agency fails to timely comply with the Final Regulations, the Board shall take any remedial corrections required under the Final Regulations, which may include the termination of Public Agency's participation in the Public Employees' Retirement System, and the cancellation of all benefits and any service credit accrued for Public Agency employees and retirees.

4. Public Agency agrees to indemnify, defend and hold harmless the Public Employees' Retirement System and its trustees, agents and employees, the Board, and the Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under Public Agency's prior non-Public Employees' Retirement System retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than the Public Employees' Retirement System to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the Public Employees' Retirement Law.

5. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
6. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

a. POLICE EMPLOYEES

7. Public Agency is a joint powers authority formed on or after January 1, 2013, by Belmont Fire Protection District, City of Foster City, and City of San Mateo, hereinafter referred to as "member agencies", pursuant to the provisions of the Joint Exercise of Powers Act (Article 1 (commencing with Section 6500) of Chapter 5). As defined in Section 7522.05 of the Government Code, Public Agency shall provide employees the defined benefit plan or formula that those employees received from their respective employer prior to the exercise of a common power where that employee was not a new member with that employer and subsequently is employed by Public Agency within 180 days of the member agency providing for the exercise of a common power and as follows:
 - a. The percentage of final compensation to be provided for classic local miscellaneous members employed by City of Foster City for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354.5 (2.7% at age 55 Full).
 - b. The percentage of final compensation to be provided for classic local miscellaneous members employed by City of San Mateo on or before December 6, 2012, for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354 (2% at age 55 Full), Section 20042 (Final Compensation 1 Year), and Section 21023.5 ("Public Service"—Time as Volunteer).

- c. The percentage of final compensation to be provided for classic local miscellaneous members employed by City of San Mateo after December 6, 2012, for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21354 (2% at age 55 Full) and Section 21023.5 ("Public Service"—Time as Volunteer).
- d. The percentage of final compensation to be provided for classic local safety members employed by Belmont Fire Protection District on or before September 16, 2012, for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21363.1 (3% at age 55 Full), Section 21022 (Public Service Credit for Periods of Layoff), and Section 21027 (Military Service Credit for Retired Persons).
- e. The percentage of final compensation to be provided for classic local safety members employed by Belmont Fire Protection District after September 16, 2012, or each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21362 (2% at age 50 Full), Section 21022 (Public Service Credit for Periods of Layoff), and Section 21027 (Military Service Credit for Retired Persons).
- f. The percentage of final compensation to be provided for classic local safety members employed by City of Foster City on or before January 1, 2012, for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21362.2 (3% at age 50 Full), Section 21022 (Public Service Credit for Periods of Layoff), and Section 21027 (Military Service Credit for Retired Persons).
- g. The percentage of final compensation to be provided for classic local safety members employed by City of Foster City after January 1, 2012, for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 21362 (2% at age 50 Full), Section 21022 (Public Service Credit for Periods of Layoff), and Section 21027 (Military Service Credit for Retired Persons).

12. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous and safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
SAN MATEO CONSOLIDATED
FIRE DEPARTMENT

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

NEW AGENCY CalPERS ID #44941749027
PERS-CON-702N



California Public Employees' Retirement System
 P.O. Box 942703 Sacramento, CA 94229-2703
 888 CalPERS (or 888-225-7377)
 TTY: (877) 249-7442 | Fax: (916) 795-4673
 www.calpers.ca.gov

**CERTIFICATION
 OF
 FINAL ACTION OF GOVERNING BODY**

I hereby certify that the

_____ of the
 (governing body)

_____ (public agency)

considered and adopted on _____, _____, by an affirmative vote of a
 (date)
 majority of the members of said Governing Body, **Ordinance / Resolution No.** _____
 approving the attached contractual agreement between the Governing Body of said Agency and
 the Board of Administration of the California Public Employees' Retirement System, a certified
 copy of said **Ordinance / Resolution** in the form furnished by said Board of Administration
 being attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent calendar.

 Clerk/Secretary

 Title

Date _____



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)
Ann Ritzma, Human Resources Director, Foster City

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: WORK PLAN UPDATE

RECOMMENDATION

San Mateo Consolidate Fire Department Board of Directors receives update from Staff on work plan and next steps.

BACKGROUND

Staff has been working on numerous tasks over the past several months to complete transition to SMC Fire. Worker Compensation Insurance has been one of the tasks identified as a top priority. Staff expects to complete that task during November. The process is currently in the hands of the two prospective vendors, who are approving terms at their meeting on November 1st. In the next few weeks staff will select a provider and make a final recommendation to the Fire Board to approve at our November 29th Meeting. Staff is also working on an agreement to purchase fuel at the three member agencies' corporation yards. Staff expects that agreement to be a simple letter between SMC and the member agency. Staff will also be working with SM County to update our agreement for Administrative BC Services and Hazardous Material Response Services.

Staff has also been working with Cal PERS on Health Benefits and will ask the Fire Board to approve that contract at our November 29, 2018 meeting.

FISCAL IMPACT

None



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)

Via: Jeff Moneda, City/District Manager Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: San Mateo Consolidated Fire Ordinance

RECOMMENDATION

Introduce an Ordinance to adopt the 2016 California Fire Code with Local Amendments.

BACKGROUND

With the formation of the San Mateo Consolidated Fire Department (SMC Fire) as a new governmental agency it shall be necessary to adopt the 2016 California Fire Code with Local Amendments. The state fire code is reviewed and updated every three years; this is an ordinance adopting the 2016 California Fire Code with Local Amendments. Additionally, SMC Fire recently entered into an agreement with the Cities of Belmont, Foster City and San Mateo, a result of which has been the need to establish fire codes where appropriate.

A summary of the newly proposed Local Amendments include:

- * Section 101.1 Title; title changed to "Fire Code".
- * Section 101.6 Policy Manual; added supplemental instruction and interpretation manual
- * Section 503.1.1 Buildings and Facilities; added local requirements for fire department access roads and vehicle specifications.

- * Section 505.1 Address Identification; increased address and number sizes progressively based on building distance from the street.
- * Section 903.2 Automatic Sprinkler Systems – Where required; defined exceptions.
- * Section 903.3.1.2 NFPA 13R Sprinkler Systems; “NFPA” replaced with “NFPA 13”
- * Section 907.1.6 Fire Alarm Certification; added requires fire alarms systems to be certified.
- * Section 909.1.1 Midrise Smoke Control Systems; added requires passive smoke control for building greater than four stories.
- * Appendix C Number and distribution of fire hydrants; fire hydrant spacing between hydrants changed to 250 feet.

FISCAL IMPACT

No significant impact to the budget

NOTICE PROVIDED

This Ordinance shall be published in summary in the San Francisco Examiner, posted in the San Mateo Fire Administrative Office, the Fire Prevention Office, all in accordance with Section 2.15 of the Charter and shall be effective 30 days after the date of adoption.

ATTACHMENTS

- A. Ordinance
- B. Facts and Findings

**SAN MATEO
CONSOLIDATED FIRE
DEPARTMENT
FIRE CODE ORDINANCE
NO. 2018-1**

**AMENDING CHAPTER 23.28 OF THE
SAN MATEO CONSOLIDATED FIRE CODE TO
ADOPT THE
2015 INTERNATIONAL FIRE CODE WITH THE 2016 CALIFORNIA AMENDMENTS**

NOW, THEREFORE THE FIRE BOARD OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT, CALIFORNIA, HEREBY ORDAINS THAT:

**Chapter 23.28
FIRE CODE**

Sections

23.28.010	Adoption
23.28.020	Applicability
23.28.030	Section 101.1 Title. Amended
23.28.040	Section 101.6 Policy Manual. Added
23.28.050	Section 108 Board of Appeals. Amended
23.28.060	Section 202 General Definitions. All Weather Driving Surface. Added
23.28.090	Section 503.1.1 Buildings and Facilities. Amended
23.28.100	Section 503.3.1 Fire Lane Designation. Added
23.28.110	Section 505.1 Address Identification. Amended
23.28.120	Section 505.1.1 Address Identification - Multi-Tenant Buildings. Added
23.28.130	Section 505.1.2 Address Identification - Rear Addressing. Added
23.28.140	Section 506.1.1.1 Key Box contents requirements. Added
23.28.145	Section 506.1.1.2 Gates. Added
23.28.150	Section 901.6.2.2 Records Reporting. Added
23.28.160	Section 903.2 Automatic Sprinkler Systems - Where required. Amended
23.28.170	Section 903.3.1.2 NFPA 13R Sprinkler Systems. Amended
23.28.180	Section 903.2.20 Automatic Sprinkler Systems - Existing Buildings and Structures. Added
23.28.190	Section 903.4.4 Fire Control Room. Added
23.28.200	Section 905.3 Standpipe Systems – Required installation. Amended
23.28.210	Section 907.1.6 Fire Alarm Certification. Added
23.28.220	Section 909.1.1 Midrise Smoke Control Systems. Added
23.28.230	Section 1009.3.1 Convenience Stair. Added
23.28.240	Section 5601.1.3.1 Fireworks – Seizure. Added
23.28.250	Appendix C Number and distribution of fire hydrants. Amended
23.28.260	Violations
23.28.270	Fire and Life Safety Inspections

23.28.010 ADOPTION. (a) The 2016 California Fire Code (CFC), California Code of Regulations, Title 24, Part 9, adopting the 2015 International Fire Code of the International Code Council with necessary California amendments, together with the non-building standards reproduced therein except otherwise provided by this ordinance, are adopted by reference as the Fire Code of SAN MATEO

CONSOLIDATED FIRE DEPARTMENT. This Code including all amendments thereto, shall hereafter be called the “Fire Code,” and/or this “Code” and are adopted as and for the rules, regulations, and standards within the Jurisdiction as to all matters therein, except otherwise provided. (b) 2016 California Fire Code section 103.2, Appointment is not adopted. (c) The Appendix Chapters A, D, E, F, I and J contained in the 2016 California Fire Code are not adopted unless adopted by the state. (e) No section of the Fire Prevention Code shall impose a mandatory duty of enforcement on the Jurisdiction, or on any officer, official, agent, employee, board, council, or commission thereof. Instead, if any section purports to impose a mandatory duty of enforcement, said section shall be deemed to invest the Jurisdiction, and the appropriate officer, official, agent, employee, board, council, or commission with discretion to enforce the section, or not to enforce it. (f) A copy of the Fire Code, as defined herein, shall be kept on file on the office of the Board Clerk.

23.28.020 APPLICABILITY. (a) All sections of this Chapter shall apply to all buildings, structures and portions thereof, and to all appurtenances and fixtures thereto, and anything connected with, or by, or in, or on, any premise or building. (b) Whenever any provision of this Chapter or in any other law, ordinance, or resolution of any kind, impose overlapping or contradictory regulations, or contain any restrictions covering the same subject matter, the provision that is more restrictive or imposes higher standards or requirements shall govern.

23.28.030 SECTION 101 GENERAL. AMENDED.

SECTION 101.1 Title

101.1 Title. These regulations shall be known as the 2016 CALIFORNIA FIRE CODE, and with amendments adopted by the SAN MATEO CONSOLIDATED FIRE DEPARTMENT, will be referred to herein as this “CODE,” and/or “FIRE CODE.”

23.28.040 SECTION 101.6 POLICY MANUAL. ADDED

101.6 Policy Manual. The Bureau of Fire Protection and Life Safety Policy Manual shall serve as a supplemental instruction and interpretation manual for the Fire Code and is hereby adopted by reference. The Fire Marshal is responsible to amend this manual as necessary to maintain current instructions and interpretations.

23.28.050 SECTION 108 BOARD OF APPEALS. AMENDED.

Section 108.1 Board of Appeals. Pursuant to Section 108 of the California Fire Code, all decisions and rulings of the Fire Chief are final any appeals shall be made through the legal process.

23.28.060 SECTION 202 GENERAL DEFINITIONS. ADDED

All Weather Driving Surface. A roadway designed to carry the imposed weight loads of fire apparatus (Minimum load of 68,000 pounds) and a minimum surface finish of one layer of asphalt or concrete or road pavers.

Driveway. Access road from the public way to a structure that is used for public vehicular access, including fire and emergency vehicles.

Midrise. A building 4 or more stories and/or occupied floors more than 40 feet above the lowest level of exit discharge.

23.28.090 SECTION 503.1.1 BUILDINGS AND FACILITIES. AMENDED

503.1.1 Buildings and Facilities. Every building and facility shall be accessible to Fire Department apparatus by way of all-weather access roadways prior to combustible construction. The fire apparatus access roads shall comply with the requirements of this section and extend with 150’ of all portions of the

facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. The access road shall have a minimum unobstructed width of 20' and shall be required to have a minimum 'first lift' of pavement applied which shall support the imposed load of a fire apparatus which is a minimum 68,000 pounds. The developer shall be required to provide the Fire Chief with a site plan showing the location, width, grades, and cross section of the proposed access roads to be used during construction. Building construction permits shall not be issued and combustible construction shall not be allowed on the site until this site plan is reviewed and approved and stamped by the Fire Department.

Exceptions:

1. The Fire Chief is authorized to increase the dimension of 150 feet where any of the following conditions occur:
 - 1.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
 - 1.2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
 - 1.3. There are not more than two Group R-3 or Group U occupancies.
2. Where approved by the Fire Chief, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

23.28.100 SECTION 503.3.1 FIRE LANE DESIGNATION. ADDED

503.3.1 Fire Lane Designation. Designation of fire lanes shall be by one of the following means:

1. By a white sign measuring at least twelve inches by eighteen inches (12" x 18") posted immediately adjacent thereto and clearly visible. It should clearly state in red letters not less than one inch (1") in height, that the space is a fire lane and parking is prohibited. Fire lane signs shall be spaced at a minimum of 50 feet apart.
2. By outlining and hash marking the area in contrasting colors clearly marking it with the words "Fire Lane - No Parking."
3. By identifying the space with a red curb upon which the words "Fire Lane - No Parking" are stenciled every 15 feet.
 - a. Both sides of fire lanes shall be red curbed when the fire lane is twenty (20) feet to twenty-eight (28) feet in width.
 - b. At least one side of a fire lane shall be red curbed and stenciled when the fire lane is over twenty-eight (28) and up to thirty-six (36) feet in width.
 - c. Curbs need not be painted red nor stenciled when the fire lane is more than thirty-six (36) feet in width.

23.28.110 SECTION 505.1 Address Identification. AMENDED

505.1 Address Identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Said numbers shall be either internally or externally illuminated in all new construction. Numbers shall be as follows:

1. Minimum of one-half inch (1/2") stroke by six inches (6") high.
2. When the structure is thirty-six (36) to fifty (50) feet from the street or fire department access a

minimum of one-half inch (1/2") stroke by nine inches (9") high is required.

3. When the structure is more than fifty (50) feet from the street or fire apparatus access, a minimum of one inch (1") stroke by twelve inches (12") high is required.

23.28.120 SECTION 505.1.1 Multi-Tenant Buildings. ADDED

505.1.1 Multi -Tenant Buildings. Numbers or letters shall be designated on all occupancies within a building. Size shall be one-half inch (1/2") stroke by four inches (4") high and on a contrasting background. Directional address numbers or letters shall be provided. Said addresses or numbers shall be visible from the street posted at a minimum height of 5 feet, 6 inches (5' 6") above the finished floor, shall be visible from the street and shall be either internally or externally illuminated in all new construction.

23.28.130 SECTION 505.1.2 Rear Addressing. ADDED

505.1.2 Rear Addressing. When required by the chief, approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the fire apparatus road at the back of a property or where rear parking lots or alleys provide an acceptable vehicular access. Number stroke and size shall comply with 505.1.

23.28.140 SECTION 506.1.1.1 Key Box contents requirements. ADDED

506.1.1.1 Key box contents requirements. The keys provided shall be a master key to all spaces including multi-tenant spaces. Additional keys shall be included for card access, elevator control, fire alarm control panels, and fire sprinkler control valve access. If the business/operation is required to have a Hazardous Material Inventory Statement (HMIS), the HMIS shall be included in the key box.

Exceptions:

1. Multi-tenant spaces which provide a key box for each tenant and installed per Section 506.1. Electronic card keys and codes may not be utilized as a substitute for manual keys.
2. When electronic locks release upon loss of electrical power or fire alarm activation a manual key need not be provided.

23.28.145 SECTION 506.1.1.2 Gates. ADDED

506.1.1.2 Gates. Where a new gate or barrier is installed on a fire access roadway, the fire department shall have emergency access. Gates or barriers shall have a wireless option for motorized gates or an approved key switch.

Exception:

1. R-3 occupancies

23.28.150 SECTION 901.6.2.2 RECORDS REPORTING. ADDED

901.6.2.2 Records Reporting. Fire detection, alarm and extinguishing systems, shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested, and maintained or removed. All inspection, testing and maintenance reports shall be forwarded to the Fire Department using electronic media no paper (hard copy) reports shall be permitted.

23.28.160 SECTION 903.2 AUTOMATIC SPRINKLER SYSTEMS - Where required. AMENDED

903.2 Where required. Approved automatic sprinkler systems shall be installed throughout all new buildings unless the structure does not require a building permit.

Exception: Detached Group U occupancies or carports less than 400 square feet.

23.28.170 SECTION 903.3.1.2 NFPA 13R SPRINKLER SYSTEMS. AMENDED

903.3.1.2 NFPA 13 sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be installed throughout in accordance with NFPA 13 as amended in Chapter 80.

Exception: R-3 occupancies shall have an automatic sprinkler system installed in accordance with NFPA 13D

23.28.180 SECTION 903.2.20 AUTOMATIC SPRINKLER SYSTEMS - Existing Buildings and Structures. ADDED

903.2.20 Existing Buildings and Structures. Proposed addition, alterations or repairs in existing non-sprinklered buildings over a three-year period exceeding 50% of the original gross floor area square footage shall require the entire building to be installed with an automatic fire sprinkler system. Buildings in existence as of January 1, 2017 shall install an automatic fire sprinkler system in existing buildings and structures, as follows;

1. Any additions that increase the existing gross floor area by more than 50% require the entire building to be installed with an automatic fire sprinkler system.
2. Any combination of additions, alterations and/or repairs to more than 50% of the existing gross building area requires the entire existing building to be installed with an automatic fire sprinkler system.
3. Any alteration and/or repair within a building that contains an automatic fire sprinkler system shall have the automatic fire sprinkler system extended/modified to the area of proposed work.
4. Any change in use or occupancy creating a more hazardous fire/life safety condition, as determined by the Fire Chief requires that an automatic fire sprinkler system be installed.

Exceptions:

1. Seismic or accessibility improvements
2. Any exemption otherwise allowable under the Fire Code, as adopted by the City of Foster City at the discretion of the Fire Chief.
3. Exterior improvements and work not requiring permits as provided in the Building Code.
4. Detached Group U occupancies or detached carports less than 400 square feet.
5. Work requiring only a mechanical, electrical, plumbing and/or demolition permit.
6. Group R-3.1 occupancies.

23.28.190 SECTION 903.4.4 Fire Control Room. ADDED

903.4.4 Fire control room. An approved fire control room shall be provided for all new buildings or occupancies with a change of use, requiring protection by an automatic fire sprinkler system. The room shall only contain all main system control valves, fire alarm control panels and other fire equipment required by the Fire Chief. Fire control rooms shall be located within the building at a location approved by the Fire Chief, and shall be provided with a means to access the room directly from the exterior. Durable signage shall be provided on the exterior side of the access door to identify the fire control room. Fire Control Rooms shall not be less than 35 square feet.

Exceptions:

1. Group R, Division 3 Occupancies.
2. Occupancies with a fire pump shall have a fire control room that is a minimum of 200 square feet.
3. In high-rise buildings, the fire control room shall not be less than 200 square feet.

23.28.200 SECTION 905.3 Standpipe Systems – Required installation. AMENDED

905.3 Required installations. Standpipe systems shall be installed throughout buildings two or more

stories and/or in basements and as required in Sections 905.3.1 through 905.3.11.2. Standpipe systems shall be combined with automatic sprinkler system and provided 2½” caps fitted with 1½” reducers. The Fire Chief shall determine the requirements for additional outlets.

23.28.210 SECTION 907.1.6 FIRE ALARM CERTIFICATION. ADDED

907.1.6 Fire Alarm Certification. Commercial fire alarm systems shall be certified by an approved certifying agency.

23.28.220 SECTION 909.1.1 MIDRISE SMOKE CONTROL SYSTEMS. ADDED

909.1.1 Midrise Smoke Control Systems. The requirements of this section are intended to establish basic requirements for controlling the movement of smoke within a midrise building (smoke management system). Additional requirements for high-rise buildings shall be as specified in the CBC. This section shall apply to all buildings housing A, B, E, I and R and occupancies which meet any of the following conditions:

1. Four (4) or more stories in height.
2. Having occupied floors located more than 40 feet above grade at the lowest floor level of exit discharge.

Exception: 1. Open parking garages.

23.28.230 SECTION 1009.3.1 CONVENIENCE STAIR. ADDED

1009.3.1 Convenience Stair. Convenience stairs (in buildings 4 or more stories in height) that are not required as exits shall be limited to connect only two (2) floors.

23.28.240 Section 5601.1.3.1 FIREWORKS - Seizure. ADDED

320.1 Seizure. The Chief shall seize, remove or cause to be removed at the expense of the owner all stocks of fireworks offered or exposed for sale, stored or held in violation of this code.

23.28.250 Appendix C NUMBER AND DISTRIBUTION OF FIRE HYDRANTS

Table C102.1 of Appendix C is amended to read as follows:

TABLE NO. C102.1

NUMBER AND DISTRIBUTION OF FIRE HYDRANTS

FIRE FLOW REQUIREMENT (gpm)^c	MINIMUM NUMBER OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS^{a, b, d, e} (Ft.)	MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE (Ft.)
1750 or less	1	250	150
2000-2250	2	250	150
2500-3250	3	250	150
3500-4250	4	250	150
4500-5250	5	250	150
5500-5750	6	250	150
6000-6250	6	250	150
6500-7250	7	250	150
7500 or more	8 or more ^b	200	120

Q. Footnotes to Table C102.1 are amended to read as follows:

- a. Reduce by 100 feet for dead-end streets or roadways.
- b. Hydrants shall be required on both sides of the street whenever one or more of the following conditions exist:
 - i. Street has a median center divider that makes access to hydrants difficult, causes a time delay or creates an undue hazard;
 - ii. There are four or more lanes of traffic;
 - iii. Width of the street is in excess of 88 feet; or
 - iv. The existing street will be widened or will have a raised median center divider installed in the future pursuant to the General Plan Roadway Improvement Plans.
- c. One hydrant for each 1,000 gpm or fraction thereof.
- d. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants should be provided every 1,000 feet of street to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.
- e. Average spacing between hydrants may be extended to 500 feet on streets serving one- and two-family dwellings.

23.28.260 VIOLATIONS. It is unlawful to violate or fail to comply with any provisions of this Code, or violate or fail to comply with any order made under this Code or to build in violation of any detailed statement of specification or plans submitted and approved under this Code, or any certificate or

permit issued under this Code.

23.28.270 FIRE AND LIFE SAFETY INSPECTIONS. Inspections by the Fire Department shall periodically be made of buildings and structures that are used for residential or non-residential purposes as follows:

- a) The time and frequency of inspections shall be determined by the Fire Chief. No buildings shall be inspected for a fee more than annually except for re-inspections to assure that code corrections have been made or hazards have been corrected.
- b) A fee for inspections shall be established in the adopted Master Fee Schedule to offset costs of the regulatory inspection program and shall be collected upon inspection from each property subject to this ordinance. Revenues shall be used for the inspection and enforcement program.
- c) All properties shall be subject to inspection fees.
- d) Nothing in this section is intended to prevent inspections of property under nuisance abatement or other laws.

Section 2: ENVIRONMENTAL DETERMINATION. The modifications to California building standards, adopted by reference by the proposed ordinance, are enacted to provide a safer, more protected environment in response to local conditions. As such, the adoption of this ordinance is exempt under Section 15061(b)(3) and Section 15308.

Section 3: NOTICE PROVIDED. This Ordinance shall be published in summary in the San Francisco Examiner, posted in the City Clerk's Office and posted on the agency's Website, and shall be effective 30 days after the date of adoption or date stipulated.

ATTACHMENT 2
to
San Mateo Consolidated Fire Ordinance No. 2018-1

NECESSARY MODIFICATION TO THE 2016 CALIFORNIA FIRE CODE DUE TO LOCAL CONIDITONS

INTRODUCTION

San Mateo Consolidated Fire Ordinance 2018-1 contains attachments, deletions and additions to provisions reproduced in the 2016 California Fire Code. The modifications to the building standards contained in Fire Code are reasonable necessary because of the climatic, geologic, and topographic conditions found within the jurisdiction. In accordance with Health and Safety Code Sections 13689.7, 17958, 19758.5, 17958.7, and 18941.5, this document describes the climatic, geologic, and topographic conditions in the jurisdiction and the specific modifications to building standards by the San Mateo Consolidated Fire Department to be necessary due to local conditions.

PART I:
LOCAL CONDITIONS

A. Profile of The Cities

The San Mateo Consolidated Fire Department is located in San Mateo County in an area identified as being in the southern region of the County. The City of Burlingame is to the north, the bay and Hayward are to the east, and San Carlos and Redwood City are to the south. The San Mateo Consolidated Fire Department encompasses all of Belmont, Foster City, San Mateo and small portions of unincorporated Belmont and San Mateo. The City of Belmont is roughly 4.6 miles and a resident population of 27,000. Foster City has an area of about 20 miles and a resident population of 34,000. The City of San Mateo has an area of roughly 15.8 miles and a resident population of 104,000. The combined areas include large tracks of open space found in the steep forested ridges and foothills in the western portions. Highway 101 passes between Foster City and San Mateo and Interstate 280 is along the western edge.

B. Local Conditions

The climatic, geologic, and topographic conditions found in the jurisdiction necessitate making modifications to the building standards in the 2016 California Fire Code to provide a reasonable degree of fire and life safety in this community. These conditions are discussed in detail below.

1. Climatic Conditions

The San Mateo Consolidated Fire Department, on average, experiences an annual rainfall between 18 to 25 inches. This rainfall can be expected between October and April of each year and is based on the 100-year weather almanac. However, during summer and early fall months there is little, if any, measurable precipitation. During this dry period, the temperatures are usually between 70-90 degrees with light to gusty westerly winds. These drying winds, mixed with the natural vegetation, which further create extensive grass and

brush land fire risk. With residential developments encroaching into these wooded and grass, or brush covered areas, wind and terrain-driven fires could have severe consequences and place lives and properties at risk.

2. Geologic Conditions

- (a) Earthquakes. Seismically, San Mateo Consolidated Fire Department's service area sits along the San Andreas Fault, and is rated as a Seismic Zone D. The relatively young geological processes that have created the San Francisco Bay region are still active today.
- (b) Soil Conditions. The San Mateo Consolidated Fire Department's service area lies in the southern end of San Mateo County. The areas closest to the Bay are overlain by unconsolidated fine silty clay, known as Bay Mud, which varies in thickness from a few feet to as much as thirty (30) feet. Bedrock lies beneath the area at depths generally three hundred (300) feet or more. The topography is essentially flat, dropping from an elevation of eight hundred (800) feet to sea level. The slope of the San Mateo Consolidated Fire Department extends upwards on the western side. Slopes range from (0) degrees to more than twenty (20) degrees on some streets.

3. Topographic Conditions

- (a) Hills. Much of the San Mateo Consolidated Fire Department service area is located in hills. The hilly terrain has influenced developments to follow the path of least resistance, creating a meandering pattern. The development pattern includes lots of inconsistent size, and development is often set deeply back from the street. The development pattern also does not lend itself to a good systematic street and road layout, which would promote easy traffic flow. It has, in fact, resulted in few major cross-town thoroughfares, which tend to be heavily congested, primarily during commute hours and seasonal periods of the year. "Pass-through" vehicular traffic in the San Mateo Consolidated Fire Department service area, such as the areas of Alameda de las Pulgas, Ralston Ave., and El Camino Real, increase commute time traffic for East and West bound vehicular movement to US 101 and Interstate 280. This creates barriers, which increases the response time of fire apparatus and other emergency vehicles. The topography of the San Mateo Consolidated Fire Department service area is also burdened by major structures. Employment areas are throughout the service area, and people who work in these complexes have added to the traffic congestion, thereby increasing fire apparatus response times.
- (b) Vegetation. The hilly portions of the San Mateo Consolidated Fire Department service area contain trees, dense brush vegetation and a heavy growth of natural grasses that contribute to fuel-loading. The surrounding areas suffer several wildland fires each year.

- (c) Roads and Streets. The number of vehicle miles driven is steadily increasing despite limited growth. Many older streets are narrow and steep. The impact of additional planned developments and increased traffic flow will continue to affect the delivery of fire protection services.

**PART II:
FINDINGS FOR SPECIFIC MODIFICATIONS TO BUILDING STANDARD**

A. 2016 California Fire Code

1. Section 503 (Fire Apparatus Access Roads) – Local Conditions 1.2. (a), 2(b), 3(a), (b), & (c)

Residential development in hilly terrain with narrow and meandering streets result in delay of fire personnel in accessing those in need of emergency services. Additionally, these areas are prone to increased risk of storm runoff and landslides during periods of increased precipitation in the winter months. Lastly, these areas, which make up a majority of the jurisdiction’s wildland urban interface (WUI) will be particularly challenging in combating wild fires. Clearly defined fire access roads are imperative to allow vehicle access into these residential development areas for response of equipment and personnel.

2. Section 505 (Premises Identification) – Local Conditions 3(a), (b), & (c)

Residential development in hilly terrain with meandering street patterns has led to inconsistent lot sizes and structure placement combined with significant vegetation. These conditions can often make identification of correct address when responding to requests for emergency services. This amendment responds to these conditions by making address numbers larger for easier identification.

3. Section 506 (Key Boxes) – Local Conditions 1, 2(a), 2(b), 3(a), 3(b), & (c)

The key box provides access to all spaces including multi-tenant spaces, elevator controls, fire alarm control panels and sprinkler valve access. If the occupancy has hazardous materials on site documentation detailing the types, amounts, and locations of those materials will be contained in the key box. Secure Fire Department access only Key Boxes provide a secure means of emergency access. Emergency personnel having to access a business or secure multi-dwelling residential complex have secure means of access without having to utilize forcible entry. The proximity of occupancies to the San Andreas Fault, and the high probability of an earthquake resulting in damage to structures and fire suppression systems can be significant. Early access can assist in minimizing damage from water, fire, or other hazardous by having access to the systems that control them.

4. Section 903 (Automatic Sprinkler Systems) and Section 905 (Standpipes) – Local Conditions 1, 3(a), (b), & (c)

The experiences of several disastrous wildland-urban interface fires within Alameda, Santa Clara, Monterey and Contra Costa Counties have demonstrated the need for other fire protection features/regulations. While it is clearly understood that the adoption of such regulations may not prevent the incidence of fire, their implementation reduces the severity and potential loss of life and property from those fires that do occur.

Automatic Fire Extinguishing Systems (AFES) and standpipe systems are effective in confining, extinguishing, or aiding in the extinguishment of a fire, as well as reducing the amount of toxic gases and smoke generated by fire. They also allow people to safely evacuate the building and can confine the fire until emergency resources arrive at the scene. An AFES throughout a structure serves to limit loss of life and property. Inherent delays caused by the traffic patterns throughout the San Mateo Consolidated Fire Department service area make it necessary to mitigate this risk by requiring additional built-in automatic fire protection and detection systems that provide early detection and initial control of fires until arrival of the fire department.

5. Section 909 (midrise Smoke Control System) and Section 1009 (Convenience Stair) – Local Conditions 3 (a), (b), & (c)

The experiences of several major multi-story building fires within Alameda, Santa Clara, Monterey and Contra Costa Counties have demonstrated the need for other fire protection features/regulations. While it is clearly understood that the adoption of such regulations may not prevent the incidence of fire, their implementation reduces the severity and potential loss of life and property from those fires that do occur.

Passive Smoke Control Systems (PSCS) and limiting convenience stairs are effective in confining, extinguishing, or aiding in the extinguishment of a fire as well as reducing the amount of toxic gases and smoke generated by fire. They also allow people to safely evacuate the building and can confine the fire until emergency resources arrive at the scene. A PSCS throughout a structure serves to limit the loss of life and property. Inherent delays caused by the traffic patterns throughout the jurisdiction make it necessary to mitigate this risk by requiring additional built-in automatic fire protection and detection systems that provide early detection and initial control of smoke until the arrival of the fire department.

6. Appendix C (Hydrant Locations and Distribution) – Local Conditions 1, 3(a), (b), & (c)

The experiences of several major multi-story building fires within Alameda, Santa Clara, Monterey and Contra Costa Counties have demonstrated the need for other fire protection features/regulations. While it is clearly understood that the adoption of such regulations may not prevent the incidence of fire, their implementation reduces the severity and potential loss of life and property from those fires that do occur.

Proper hydrant spacing in densely populated areas is critical to the successful containment of large commercial fires. Increased vehicular traffic causing congestion and parking challenges create an excessive number of obstructed hydrants. Larger commercial buildings may require more than one fire hydrant to establish adequate water supply for fire suppression. This

amendment responds to these conditions by providing additional hydrants to combat fires in large commercial buildings.



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)

Via: Jeff Moneda, City/District Manager Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Fire Protection Fees Ordinance for San Mateo Consolidated Fire Department

RECOMMENDATION

Introduce an Ordinance to adopt the San Mateo Consolidated Fire Department Fee Schedule.

BACKGROUND

In 2018 the cities of San Mateo, Foster City and Belmont entered into a shared services agreement with the City of San Mateo to provide fire prevention services. Fire prevention services are currently provided by the City of San Mateo through our shared services agreement.

Effective January 13, 2019, Fire prevention services will be provided by the San Mateo Consolidated Fire Department. In the on-going evaluation to recover costs for providing services and to effectively manage the administrative duties of programs, staff has analyzed several different components of fire department operations for fee adjustments in FY 2018-2019. Based on this evaluation and the April 30, 2018 User Fee Study by NBS Government Finance Group, there are necessary cost recovery fees recommended.

FISCAL IMPACT

The Fire Protection and Life Safety Division can provide services under the agreement with existing staff. The agreement is expected to be cost neutral but has the potential to be revenue producing, depending on the development activity and volume of services required.

ATTACHMENTS

- A. Draft Ordinance
- B. Fee Schedule
- C. NBS Fee Study

Ordinance No. 2018-002
Fire Fees

**SAN MATEO CONSOLIDATED FIRE DEPARTMENT
FIRE CODE ORDINANCE
NO. 2018-002**

SETTING THE 2018-2019 FIRE DEPARTMENT MASTER FEE SCHEDULE

The Fire Board of the San Mateo Consolidated Fire Department, California, ordains as follows:

WHEREAS, this Board held a public hearing in accordance with and as required by Government Code 6020. The 2018-2019 Fire Department service fees are as set forth in the Comprehensive Fee Schedule, Fire Department Service Fees, attached hereto as Exhibit A.

Section 2. PUBLICATION. This Ordinance shall be published once in the San Francisco Examiner and shall be effective upon January 13, 2019.

I hereby certify this to be a correct copy of Ordinance 2018-2 of the San Mateo Consolidated Fire Department, California, introduced on November 1, 2018 and adopted on November 29, 2018, by the following vote of the Fire Board:

Ayes:

Noes:

Absent:

Recused:

ATTEST:

MATTHEW LUCETT, SECRETARY

JOE GOETHALS

San Mateo Consolidated Fire Fees

2018-2

Master Revenue Schedule

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
Documents	Incident Reports	Per page		\$0.10
Documents	Fire Search (Providing Research, Reports, etc.)	Per hour		\$262.00
	Fire Code Variance Application / AMMR	Per hour		\$262.00
	USB	Each		\$50.00
	Key Box Administration	Each Unit		\$196.00
Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
	Staff Time Consultation	Per hour	2 hour minimum. \$262/hour	\$524.00
	Command Vehicle	Per hour		\$96.00
	Engine	Per hour		\$130.00
	Three (3) Personnel	Per hour		\$316.00
	Each additional ½ hour or fraction thereof			\$224.00
	Truck	Per hour		\$163.00
	Driving Under the Influence (DUI). Government Code Sections 53150-58. (Billing upon conviction).			
	Apparatus	Per hour		\$129.00
	Emergency Preparedness Planning and Education	Per hour		\$408.00
	CPR/First Aid	Per Student		\$50.00
	Patient Assist (Doctor on Scene)	Per Occurrence		\$408.00

Fee is for initial inspection and one reinspection per year. Fee for additional reinspections of legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof.

San Mateo Consolidated Fire Fees
2018-2

**Inspection Fees: State of California Mandated Annual Fire Inspection

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
	Group A - Assembly related occupancies (50+ persons) Group I - Institutions (hospitals)	Annual	*Base fee, plus \$0.0.0212 per square foot	\$131.00 *Base Fee
	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) Group E - Education occupancies (public/private) Group M - Mercantile Group II - Utilities	Annual	*Base fee, plus \$0.0243 per square foot	\$131.00 *Base Fee
	Group F - Factories/fabrication Group S - Storage/warehouse	Annual	*Base fee, plus \$0.0282 per square foot	\$131.00 *Base Fee
	Group H - Hazardous (labs, semi conductors)	Annual	*Base fee, plus \$0.0338 per square foot	\$131.00 *Base Fee
	Hotels, Motels, Apartments and Condominiums	Annual		
	3-10 Units	Annual		\$204.00
	11-100 Units	Annual		\$544.00
	101-200 Units	Annual		\$816.00
	201-300 Units	Annual		\$1,088.00
	> 300 Units	Annual		\$1,632.00
	High-Rise Inspections	Annual	Each Floor	\$262.00
Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
State 850 Inspections	State Licensing Inspection 1-6 Capacity	Per Occurrence / Trip	Pre-Inspection Only	\$131.00
	State Licensing Inspection 7-25 Capacity	Per Occurrence / Trip		\$262.00
	State Licensing Inspection 26-50 Capacity	Per Occurrence / Trip		\$393.00
	State Licensing Inspection >50 Capacity	Per Occurrence / Trip		\$523.00
	State Licensing Inspection - Annual Licensed Care Inspection 7-25 beds	Per Occurrence / Trip		\$262.00
	State Licensing Inspection - Annual Licensed Care Inspection 26-50 beds	Per Occurrence / Trip		\$393.00
	State Licensing Inspection - Annual Licensed Care Inspection > 50 beds	Per Occurrence / Trip		\$523.00

Fee is for initial inspection and one reinspection per year. Fee for additional reinspections of legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof.

San Mateo Consolidated Fire Fees 2018-2

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
	Emergency Responder Radio Coverage	Per Occurrence / Trip		\$262.00
	Hydrant Flow Test and Inspection	Each Hydrant		\$262.00
	New Business Inspection	Each		\$196.00
	Complaint Investigation and Follow-Up	Each Occurrence / Trip Verified Complaint	Initial Inspection/investigation and one re-inspection. Additional administrative work and reinspections see Penalty Fees, Reinspection.	\$523.00
Required Operational Permits	New Operational Permits		Required by Fire Code Section 105.6	\$523.00
	Annual Operational Permit, Existing	Annual	Required by Fire Code Section 105.6	\$131.00
Amusement Buildings	Plan Review and one site inspection. Additional inspections may be charged Penalty inspection fee.	Each Occurrence		\$523.00
	Carnivals & Fairs	Each Occurrence	One (1) Plan Review and one (1) Inspection. Additional plan reviews and reinspections will be charged at the specified plan review and reinspection rates. Additional Operational Permits may be required. Each additional permit will be charged the appropriate fee.	\$523.00
	Exhibits & Trade Shows		One (1) Plan Review and one (1) Inspection. Additional plan reviews and reinspections will be charged at the specified plan review and reinspection rates. Additional Operational Permits may be required. Each additional permit will be charged the appropriate fee.	
	Business Hours	Per hour	2 hour Minimum	\$393.00
	Each Additional Hour	Per hour		\$262.00
	After Hours	Per hour	2 hour Minimum	\$439.00
	Each Additional Hour	Per hour		\$292.00
Fireworks		Each Occurrence	One Plan review and one site inspection	\$523.00
	Stand by Personnel at time of show			
	Fire Inspector, two (2) hour minimum	Each Occurrence	2 hour Minimum, \$585/hour	\$1,170.00
	Each Additional Hour	Each Hour		\$292.00
	Engine Company, one (1) hour minimum	Each Occurrence		\$272.00
Hot Works Operations	Temporary public exhibits and demonstrations	Each Occurrence		\$262.00
	Portable hot work equipment inside structure	Annual		\$262.00
	Fixed-site hot work equipment	Annual Per Building		\$262.00
	Hot work conducted in a Wildlife risk area	Each Occurrence		\$262.00
	Portable hot work equipment during roofing work	Each Occurrence		\$262.00

Fee is for initial inspection and one reinspection per year. Fee for additional reinspections of legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof.

San Mateo Consolidated Fire Fees

2018-2

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
Temporary Membrane Structure & Tents			Plan Review and one (1) site inspection. Additional inspections may be charged Penalty Reinspection Fee.	
	401-1000 Square Feet			\$393.00
	1001-5000 Square Feet			\$523.00
	>5001 Square Feet			\$654.00
Penalty Fees	False Alarm		Per Occurrence	\$500.00
	Failure to Obtain Permit	Each	Double plan review and inspection fees	Double Fees
	Reinspections	Per hour	Additional inspections and/or administrative follow-up not included in specific fee category. Hour or fraction thereof.	\$262.00
	Reactivation of Expired Permit	Each Initial	Fire Protection Systems	50% of Inspection Fees

Fee is for initial inspection and one reinspection per year. Fee for additional reinspections of legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof.

San Mateo Consolidated Fire Fees

2018-2

Construction Inspection Plan Check and Fees: Development Service Plan Check

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
Development Service Plan Check	Fire / Life Safety Review 0-10,000 Square Feet		Per Occurrence / Trip	\$523.00
Development Service Plan Check	Fire / Life Safety Review 10,001-35,000 Square Feet		Per Occurrence / Trip	\$784.00
Development Service Plan Check	Fire / Life Safety Review 35,001-75,000 Square Feet		Per Occurrence / Trip	\$1,047.00
Development Service Plan Check	Fire / Life Safety Review 75,001-120,000 Square Feet		Per Occurrence / Trip	\$1,309.00
Development Service Plan Check	Fire Final		Per Hour	\$262.00

Fee is for initial inspection and one reinspection per year. Fee for additional reinspections of legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof.

San Mateo Consolidated Fire Fees 2018-2

Construction Inspection Plan Check and Fees: Sprinkler Systems & Special Systems

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
Sprinkler / Overhead Sprinkler - Final 0-10,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$262.00
Sprinkler / Overhead Sprinkler - Final 10,001-35,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$393.00
Sprinkler / Overhead Sprinkler - Final 35,001-75,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$523.00
Sprinkler / Overhead Sprinkler - Final 75,001 - 120,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$785.00
Sprinkler / Overhead Sprinkler - Rough/Hydro 0-10,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$262.00
Sprinkler / Overhead Sprinkler - Rough/Hydro 10,001-35,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$393.00
Sprinkler / Overhead Sprinkler - Rough/Hydro 35,001-75,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$523.00
Sprinkler / Overhead Sprinkler - Rough/Hydro 75,001-120,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$785.00
Sprinkler / Underground - Hydro Test / Flush 0-10,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$262.00
Sprinkler / Underground - Hydro Test / Flush 10,001-35,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$393.00
Sprinkler / Underground - Hydro Test / Flush 35,001-75,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$523.00
Sprinkler / Underground - Hydro Test / Flush 75,001-120,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$785.00
Sprinkler / Underground -Pre-pour 0-10,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$262.00
Sprinkler / Underground -Pre-pour 10,001-35,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$393.00
Sprinkler / Underground -Pre-pour 35,001-75,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$523.00
Sprinkler / Underground -Pre-pour 75,001-120,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$785.00
Sprinkler / Underground - Weld 0-10,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$262.00
Sprinkler / Underground - Weld 10,001-35,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$393.00
Sprinkler / Underground - Weld 35,001-75,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$523.00
Sprinkler / Underground - Weld 75,001-120,000 Square Feet	Plan Check or Inspections		Per Occurrence / Trip	\$785.00
Sprinkler / All Inspections on Projects > 120,000 Square Feet; 4 hour minimum	Plan Check or Inspections		Per Occurrence / Trip	\$1,047.00
Each additional hour	Plan Check or Inspections		Per Hour	\$262.00
Commercial Cooking Hood & Duct Systems	Plan Check or Inspections		Per System	\$523.00
Water Systems (fire hydrants, water mains, sprinkler risers)	Plan Check or Inspections		Per System	\$1,309.00
Pre-Engineered Fire Suppression Systems (Clean Agent, Dry Chem Systems)			Per System	\$1,039.00
Commercial Fire Sprinklers	Sprinkler / Overhead Sprinkler - Final 0-10,000 square feet		Per Occurrence / Trip	\$262.00
	Sprinkler / Overhead Sprinkler - Final 10,001-35,000 square feet		Per Occurrence / Trip	\$393.00
	Sprinkler / Overhead Sprinkler - Final 35,001-75,000 square feet		Per Occurrence / Trip	\$523.00
	Sprinkler / Overhead Sprinkler - Final 75,001-120,000 square feet		Per Occurrence / Trip	\$785.00
	Sprinkler / Overhead Sprinkler -Rough / Hydro 0-10,000 square feet		Per Occurrence / Trip	\$262.00
	Sprinkler / Overhead Sprinkler - Rough / Hydro 10,001-35,000 square feet		Per Occurrence / Trip	\$393.00
	Sprinkler / Overhead Sprinkler - Rough / Hydro 35,001-75,000 square feet		Per Occurrence / Trip	\$523.00
	Sprinkler / Overhead Sprinkler - Rough / Hydro 75,001-120,000 square feet		Per Occurrence / Trip	\$785.00
	Sprinkler / Underground - Hydro Test / Flush 0-10,000 square feet		Per Occurrence / Trip	\$262.00
	Sprinkler / Underground - Hydro Test / Flush 10,001-35,000 square feet		Per Occurrence / Trip	\$393.00
	Sprinkler / Underground - Hydro Test / Flush 35,001-75,000 square feet		Per Occurrence / Trip	\$523.00
	Sprinkler / Underground - Hydro Test / Flush 75,001-120,000 square feet		Per Occurrence / Trip	\$785.00

Fee is for initial inspection and one reinspection per year. Fee for additional reinspections of legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof.

San Mateo Consolidated Fire Fees 2018-2

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
	Sprinkler / Underground - Pre-pour 0-10,000 square feet		Per Occurrence / Trip	\$262.00
	Sprinkler / Underground - Pre-pour 10,001-35,000 square feet		Per Occurrence / Trip	\$393.00
	Sprinkler / Underground - Pre-pour 35,001-75,000 square feet		Per Occurrence / Trip	\$523.00
	Sprinkler / Underground - Pre-pour 75,001-120,000 square feet		Per Occurrence / Trip	\$785.00
	Sprinkler / Underground - Weld 0-10,000 square feet		Per Occurrence / Trip	\$262.00
	Sprinkler / Underground - Weld 10,001-35,000 square feet		Per Occurrence / Trip	\$393.00
	Sprinkler / Underground - Weld 35,001-75,000 square feet		Per Occurrence / Trip	\$523.00
	Sprinkler / Underground - Weld 75,001-120,000 square feet		Per Occurrence / Trip	\$785.00
	Sprinkler / All Inspections on Projects > 120,000 Square Feet; 4 hour minimum		Per Occurrence / Trip	\$1,047.00
	Each additional Hour		Per Hour	\$262.00
	Fire Pumps		Per System	\$1,309.00
	Fire Standpipe Systems		Per System	\$654.00
	Fire Sprinkler System Supervision & Alarms		Per System	\$654.00
	Smoke Controls (smoke & heat vents, barriers, enclosures, etc.)		Per System	\$1,309.00
	Fire Water Tanks		Per Tank	\$785.00
Automatic Fire Alarm Systems	Fire Alarm System Up to 10 Devices - base fee			\$785.00
	Additional Devices		Per Device	\$7.00
	Alterations/ Repairs that include replacing the main control panel is considered a new system.		Per Hour	\$262.00

Fee is for initial inspection and one reinspection per year. Fee for additional reinspections of legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof.

San Mateo Consolidated Fire Fees 2018-2

Construction Inspection Plan Check and Fees: Sprinkler Systems & Special Systems (continued)

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
Additional Inspection Fees	Outside of normal Inspection Hours: Minimum 2 hr Charge	per hour	Inspection. Outside normal business hours (before 8am or after 5pm). 2-hour minimum. \$292/hour	\$585.00

Hazardous Material Permit Fees and Incident Cost Recovery

Fee Group	Fee Description	Unit	Notes	FY 2019 Fee
Hazardous Material Fees (in accordance with CFC Table 105.6.20)	Dispense, Use and Handling 1-5 Chemicals	Annual		\$727.00
Hazardous Material Fees (in accordance with CFC Table 105.6.20)	Dispense, Use and Handling each additional 5 chemicals	Annual		\$291.00
Hazardous Material Fees (in accordance with CFC Table 105.6.20)	Storage 1-5 Chemicals	Annual		\$436.00

The Finance Director has the authority to charge actual cost incurred including time, material, and overhead if a fee does not approximate actual cost incurred.

The Finance Director may establish procedures for evaluation of hardship requests for certain fees, where identified.

All permit fees are the minimum due at the time of application and includes the permit and one inspection. An additional fee may be charged at the standard inspection fee rate for an inspection time exceeding one hour.

**Fee is for initial inspection and one reinspection per year. Fee for additional reinspections of legal actions by inspector to abate hazards will be charged at the current hourly inspection rate of a fraction thereof.



San Mateo Bureau of Fire Protection and Life Safety

Fire Prevention Fee Study

FINAL REPORT

April 30, 2018

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TABLE OF CONTENTS

Executive Summary.....	3
Section 1 – Introduction and Fundamentals.....	4
Methods of Analysis.....	4
Cost of Service Analysis.....	4
Fee Establishment.....	6
Cost Recovery Evaluation.....	7
Data Sources	8
Section 2 – Fee Study Results	9
Cost of Service Analysis.....	9
Fee Establishment.....	9
Cost Recovery Evaluation.....	10
Section 3 – Conclusion	11
Attachment A- Cost of Service Analysis (Fee Tables)	A

Executive Summary

NBS performed a Fee Study (Study) for the City of San Mateo's Bureau of Fire Protection and Life Safety (Bureau). The purpose of this report is to describe the Study's findings and recommendations, which intend to defensibly update and/or establish the user and regulatory fees for service.

California cities are granted the authority to impose user fees and regulatory fees for services and activities they provide through provisions of the State Constitution. First, cities are granted the ability to perform broad activities related to their local policing power and other service authority as defined in Article XI, Sections 7 and 9. Second, cities are granted the ability to establish fees for service through the framework defined in Article XIII C, Section 1. Under this latter framework, a fee may not exceed the estimated reasonable cost of providing the service or performing the activity. For a fee to qualify as such, it must relate to a service or activity under the control of the individual/entity on which the fee is imposed. For example, the individual/entity requests service of the municipality or his or her actions specifically cause the municipality to perform additional activities. In this manner, the service or the underlying action causing the municipality to perform service is either discretionary and/or is subject to regulation. As a discretionary service or regulatory activity, the user fees and regulatory fees considered in this study fall outside requirements that must otherwise be followed by to impose taxes, special taxes, or fees imposed as incidences of property ownership.

The Bureau had two primary purposes in conducting this Study. First, the Bureau wished to ensure that existing fees were defensibly calibrated to the costs of providing services. Second, the Bureau provides fire prevention regulation services for the cities of San Mateo, Foster City, and Belmont, and each City currently charges for their services using a different list of fees. This Study sought to combine all fees for service into one consolidated fee list for efficiency.

This Study examined fees charged by the Bureau for regulation of fire protection systems, fire and life safety inspection of construction, annual inspection of businesses as required by the State of California or local regulatory authority, complaint investigations, California Fire Code operational permits, and various other miscellaneous fees for services. Overall, the results of the Fee Study shown in Attachment A indicate some fees would need to increase, some would need to decrease, and others would stay the same, if all fee amounts were aligned with the full cost of providing services. This is a typical outcome of any Fee Study.

Because the Study focused on combining three different fee schedules, little information was available to model the Bureau's workload or the impacts of any potential recommended increases or decreases in fees. These aspects of a Study's process are important to include whenever possible. As such, NBS recommends each City Council consider adopting the uniform fee schedule as a primary objective, and require another comprehensive analysis of the cost basis and projected impacts of the fee table after the Bureau collects one year of data using the consolidated fee schedule.

The Study approximates the current level of cost recovery achieved from existing fees by comparing each current fee amount to the total estimated cost of providing the services for which the fee is charged. Section 1 of the report outlines the foundation of the Study and general approach. Section 2 discusses the results of the cost of service analysis, including sub-studies of fully burdened hourly rate(s), calculation of the costs of providing service, and cost recovery performance. Section 3 provides the cumulative scope conclusions of the analysis provided in the preceding sections. Attachment A includes detailed results of fee calculation for each fee item on the proposed fee list.

Section 1 – Introduction and Fundamentals

The following categories of fees were considered within the scope of this Study:

- **Protection Systems Permits and Inspections:** The Bureau performs plan review and inspection services on all new and retrofitted sprinkler and alarm systems, as well as other types of fire protection systems such as commercial hood and duct systems, smoke control systems, standpipe systems, etc.
- **Occupancy Inspections:** The Bureau performs inspections related to the fire and life safety aspects of construction permits. Additionally, the Bureau performs annual inspections of apartment buildings, hotels, residential occupancies, and selected commercial occupancies as required by State law and/or local authority. Primarily the Bureau’s staff perform these inspections, with some assistance from the Fire Department’s engine companies.
- **Required Operational Permits:** The Bureau charges annual and one-time fees for activities regulated or permitted per the California Fire Code and/or local municipal codes.
- **Document Fees:** The Bureau provides specific file review and research upon request, and processes variance applications and key box services. Additionally, the Bureau charges for photocopies, photographs, and other copies of digital media.
- **Penalty Fees:** The Bureau charges fees for false alarms, failure to obtain a permit, re-inspections, and reactivation of an expired permit.
- **Reimbursement Fees:** Fees in this section of the fee table recover for emergency responses such as Driving Under the Influence, or negligent actions causing Fire Department response. Patient assist and emergency preparedness planning and education services may also incur a fee.

The fees examined in this Study specifically excluded any development impact fees or special assessments, all of which fall under distinct analytical and procedural requirements different from the body of user/regulatory fees analyzed in this effort. Additionally, this Study excluded facility and equipment rental rates, as well as most fines and penalties imposed for violations to local requirements or code. (The amount of a penalty is not limited to the costs of service.)

Methods of Analysis

The following three phases of analysis are completed for every NBS Fee Study:

- 1) Cost of service analysis
- 2) Fee establishment
- 3) Cost recovery evaluation

Cost of Service Analysis

A cost of service analysis is a quantitative effort that compiles the full cost of providing governmental services and activities. There are two primary types of costs considered: direct and indirect costs. Direct costs are those that specifically relate to the activity in question, including the real-time provision of the service. Indirect costs are those that support provision of services in general, but cannot be directly assigned to the fee for service in question.

Components of the full cost of service include direct labor costs; indirect labor costs, specific direct non-labor costs where applicable, allocated non-labor costs, and allocated agency-wide overhead. Definitions of these cost components are as follows:

- **Labor costs** – Salary, wages and benefits expenses for personnel specifically involved in the provision of services and activities to the public.
- **Indirect labor costs** – Personnel expenses supporting the provision of services and activities. This can include line supervision and departmental management, administrative support within a department, and staff involved in technical activities related to the direct services provided to the public.
- **Specific direct non-labor costs** – Discrete expenses incurred due to a specific service or activity performed, such as contractor costs, third-party charges, and very specific materials used in the service or activity.
- **Allocated indirect non-labor costs** – Expenses other than labor involved in the provision of services. In most cases, these costs are allocated across all services provided, rather than directly assigned to fee categories.
- **Allocated indirect organization-wide overhead** – These are expenses, both labor and non-labor, related to agency-wide support services. Support services typically include general administrative services such as City Council, City Manager, City Clerk, City Attorney, Human Resources, Finance, etc. An agency’s support services departments assist the direct providers of public service. The amount of costs included in this Study were sourced from the City of San Mateo’s budget for the Bureau, as the City has a practice of including these costs in the accounting ledger.

All cost components in this Study use annual (or annualized) figures, representing a twelve-month cycle of expenses incurred in the provision of all services and activities agency-wide.

Nearly all of the fees under review in this Study require specific actions on the part of City staff to provide the service or conduct the activity. Because labor is the primary underlying factor in these activities, the Study expresses the full cost of service as a fully burdened cost per labor hour. NBS calculated a composite, fully burdened, hourly rate for the Bureau of Fire Protection and Life Safety. The rate serves as the basis for further quantifying the average full cost of providing individual services and activities.

Deriving the fully burdened labor rate requires two figures: the full costs of service and the number of hours available to perform those services. The full costs of service are quantified through the earlier steps described in this analysis. NBS derived the hours available from a complete listing of Bureau personnel.

A full-time employee equates to 2,080 hours per year of regular time. Using this as an initial benchmark of labor time, the Study removes the average employee’s eligible annual leave from the total number of regular paid hours to generate the total number of available labor hours. These available hours represent the amount of time available for providing both fee-recoverable and non-fee recoverable services and activities. The productive labor hours divided into the annual full costs of service equals the composite fully burdened labor rate. Some agencies also use the resulting rates for other purposes than setting fees, such as when the need arises to calculate the full cost of general services, or structure a cost recovery agreement with another agency or third party.

Fully burdened labor rates applied at the individual fee level estimate an average full cost of providing each service or activity. This step required the development of staff time estimates for the services and activities listed in the

Bureau's fee schedule. In some fee studies, time tracking records are useful in identifying time spent providing general categories of service (e.g. plan review, inspection, public assistance, etc.). However, the Bureau does not systematically track activity service time for fee services provided. Consequently, interviews and questionnaires were used to develop the necessary data sets describing estimated labor time. In most cases, staff estimated the average amount of time (in minutes and hours) it would take to complete a typical occurrence of each service or activity considered.

It should be noted that the development of these time estimates was not a one-step process: estimates received were carefully reviewed by both consultant and Bureau management to assess the reasonableness of such estimates. Based on this review, the Bureau reconsidered its time estimates until both parties were comfortable that the fee models reasonably reflected the average service level provided. Then, staff's time estimates were applied to the appropriate fully burdened labor rate to yield an average full cost of the service or activity.

The average full cost of service is just that: an average cost at the individual fee level. The Bureau does not currently have the systems in place to impose fees for every service or activity based on the actual amount of time it takes to serve each individual. Moreover, such an approach is almost universally infeasible without significant – if not unreasonable – investments in costly technology. Much of the fee schedule is composed of flat fees, which by definition, are linked to an average cost of service; thus, use of this average cost method is the predominant approach in proceeding toward a schedule of revised fees. Flat fee structures based on average costs of service are widely applied among other California municipalities, and it is a generally accepted approach. (Refer to the subsection below regarding "Fee Establishment" for further discussion.)

Fee Establishment

Because most of the Bureau's fees are flat fees, they correspond directly to the average full cost of service result. For the few activities where estimating an average was impossible – due to the highly variable nature of the service – use of fully burdened hourly rates coupled with time tracking is the preferred fee structure. (In other words a fee per hour of staff time.)

Establishing fees also includes a range of considerations, as described below:

- **Addition to and deletion of fees** – The Study's process provided the opportunity to propose additions and deletions to their fee schedules, as well as rename, reorganize, and clarify fees imposed. Many such revisions better conform fees to current practices, as well as improve the calculation of fees owed by an individual, the application of said fees, and the collection of revenues. In other words, as staff is more knowledgeable and comfortable working with the fee schedule, the accuracy achieved in both imposing fees on users and collecting revenues is greater. Beyond this, some additions to the fee schedule were simply identification of existing services or activities performed for which no fee is currently charged.
- **Revision to the structure of fees** – In several cases, fee categories and fee names were simplified or re-structured to increase the likelihood of full cost recovery, or to enhance the fairness of how the fee applies to various types of fee payers.
- **Documentation of tools to calculate special cost recovery** – The resulting adopted fee schedule should include the list of fully burdened rates developed by the Study. Documenting these rates in the fee schedule provides an opportunity for the City Council to approve rates for cost recovery under a "time and materials"

approach. It also provides clear publication of those rates, so fee payers of any uniquely determined fee can reference the amounts. The fee schedule should provide language that supports special forms of cost recovery for activities and services not contemplated by the adopted master fee schedule. These rare instances use the published rates to estimate a flat fee, or bill on an hourly basis, at the discretion of the Bureau's director.

Cost Recovery Evaluation

The NBS fee model compares the existing fee for each service or activity to the average full cost of service quantified through this analysis. A cost recovery rate of 0% identifies no current recovery of costs from fee revenues (or insufficient information available for evaluation). A rate of 100% means that the fee currently recovers the full cost of service. A rate between 0% and 100% indicates partial recovery of the full cost of service through fees. A rate greater than 100% means that the fee exceeded the full cost of service.

User fees and regulatory fees examined in this Study should not exceed the full cost of service. In other words, the cost recovery rate achieved by a fee should not be greater than 100%. In most cases, imposing a fee above this threshold could require the consensus of the voters.

NBS also assists with modeling the "recommended" or "targeted" level of cost recovery for each fee, always established at 100%, or less, than the calculated full cost of service. Targets and recommendations always reflect agency-specific judgments linked to a variety of factors, such as existing City policies, agency-wide or departmental revenue objectives, economic goals, community values, market conditions, level of demand, and others.

A general means of selecting an appropriate cost recovery target is to consider the public and private benefits of the service or activity in question.

- To what degree does the public at large benefit from the service?
- To what degree does the individual or entity requesting, requiring, or causing the service benefit?

When a service or activity completely benefits the public at large, there is generally little to no recommended fee amount (i.e., 0% cost recovery), reflecting that a truly public-benefit service is best funded by the general resources of the City, such as General Fund revenues (e.g., taxes). Conversely, when a service or activity completely benefits an individual or entity, there is generally closer to or equal to 100% of cost recovery from fees, collected from the individual or entity. An example of a completely private benefit service may be a request for exemption from a City regulation or process.

In some cases, a strict public-versus-private benefit judgment may not be sufficient to finalize a cost recovery target. Any of the following other factors and considerations may influence or supplement the public/private benefit perception of a service or activity:

- If optimizing revenue potential is an overriding goal, is it feasible to recover the full cost of service?
- Will increasing fees result in non-compliance or public safety problems?
- Are there desired behaviors or modifications to behaviors of the service population helped or hindered through the degree of pricing for the activities?

- Does current demand for services support a fee increase without adverse impact to the citizenry served or current revenue levels? (In other words, would fee increases have the unintended consequence of driving away the population served?)
- Is there a good policy basis for differentiating between type of users (e.g., residents and non-residents, residential and commercial, non-profit entities and business entities)?
- Are there broader City objectives that inform a less than full cost recovery target from fees, such as economic development goals and local social values?

Because this element of the Study is subjective, NBS provides the full cost of service calculation information and the framework for considering fees, while those closest to the fee-paying population, the Bureau of Fire Protection and Life Safety, considered appropriate cost recovery levels at or below that full cost for the Council's review.

Data Sources

The following data sources supported the cost of service analysis and fee establishment phases of this study:

- The City of San Mateo's Adopted Budget for Fiscal Year 2017-18.
- A complete listing of Bureau of Fire Protection and Life Safety salary/wage rates, regular hours, paid benefits, and paid leave amounts – provided by the City's Finance Department.
- Various correspondences with the Bureau staff supporting the adopted budgets and current fees, including budget notes and expenditure detail not shown in the published document.
- Prevailing fee schedules for each City served: Belmont, Foster City, and San Mateo.

The City's adopted budget is the most significant source of information affecting cost of service results. It should be noted that consultants did not conduct separate efforts to audit or validate the City's financial management and budget practices. The Study accepted the City's budget as a legislatively adopted directive describing the most appropriate and reasonable level of spending. Consultants accept the City Council's deliberative process and ultimate acceptance of the budget plan and further assert that through that legislative process, the City has yielded a reasonable expenditure plan, valid for use in setting cost-based fees.

Beyond data published by the City, original data sets were also developed to support the work of this Study: primarily, estimated staff time at various levels of detail. To develop these data sets, consultants prepared questionnaires and conducted meetings and interviews with Bureau staff relevant to the fees and service areas studied. In the Cost of Service Analysis phase of the analysis, staff provided estimates of average time spent providing a service or activity corresponding with an existing or new fee. Consultants and departmental management reviewed and questioned responses to ensure the best possible set of estimates.

Section 2 – Fee Study Results

The goal of the Bureau of Fire Protection and Life Safety is to provide a reasonable level of safety, by reducing the probability of injury and loss of life from the effects of fire and other emergencies or events. The Bureau provides the following services and duties for the cities of San Mateo, Belmont, and Foster City:

- Review all construction project plans within fire department authority, focusing on fire and life safety issues
- Sustain open communication with the development, construction and business industry
- Provide comprehensive fire and life safety inspection program
- Communicate vital information relative to all occupancies within the City of San Mateo for operations staff and other city departments
- Provide consistent interpretation and effective enforcement of fire codes
- Maintain the ability to investigate all fires that occur within jurisdiction
- Provide fire and life safety educational programs

Cost of Service Analysis

NBS calculated the following fully-burdened labor rate for the Bureau. The calculation of this hourly rate includes all allowable direct and indirect costs associated with providing services included in the Fee Study. For further information of the approach and methodology for this rate calculation, refer to Section 1 of this report.

Cost Element	Fire Prevention Direct Services
Labor	\$ 1,247,618
Recurring Non-Labor	147,695
Citywide Overhead	167,259
Division Administration	1,317,338
Department Total	\$ 2,879,910
Fully Burdened Hourly Rate	\$ 262
<i>Reference: Direct Hours</i>	11,003

Most of the subsequent cost of service calculations at the individual fee level assume a fully burdened hourly rate of \$262. For Bureau services that are performed after-hours, NBS calculated an over-time rate of \$292. For certain inspection and reimbursable services provided by the City Fire Department's engine companies, the City's Finance Department provided a rate of \$272 per hour.

Fee Establishment

The list of fees as shown in Attachment A to this report aim to combine three different City fee schedules for fire prevention services into one consolidated fee schedule. As such, the Bureau and NBS worked together to combine

the various fee structures to best fit how San Mateo’s Bureau of Fire Protection and Life Safety provides services to all three cities. In addition to consolidating the three fee schedules, NBS made several recommendations for revising fee categories in line with current industry standards and trends, and the Bureau provided ideas and direction to add several new fees for service. Section 1, *Methods of Analysis*, provides additional discussion on the Study’s approach to adding, deleting, and revising fee categories.

Cost Recovery Evaluation

Attachment presents the results of the detailed cost recovery analysis for the Bureau’s Fire Prevention fees. The “Cost of Service per Activity” column establishes the maximum adoptable fee amount for the corresponding service identified in the “Fee Description” list. Note that many values in the “Current Fee/Deposit” column were adapted from three different fee schedules, and may not reflect the amount each individual City is currently charging for the service. The results shown in Attachment A are meant to provide an approximation of how fees are increasing or decreasing in general, from current fee amounts. For example, Section “I. Fire Protection Systems Permits and Inspections” of Attachment A was taken from Foster City’s existing fee schedule as the best fit for how the Bureau wishes to charge for services going forward. The Bureau then modified or added certain fee categories to best fit how services are provided. As a result, Foster City’s existing fee amounts are compared to the Bureau’s estimated cost of providing services.

Overall, the results of the Fee Study shown in Attachment A indicate some fees would need to increase, some would need to decrease, and others would stay the same, if all fee amounts were to be aligned with the Cost of Service Per Activity amount shown. This is a typical outcome of any Fee Study.

NBS provided the full cost of service information and the framework for considering fees, while those closest to the fee-paying population, the Bureau of Fire Protection and Life Safety, considered appropriate cost recovery levels at or below that full cost. The “Recommended Fee” column in Attachment A displays the Bureau’s initially recommended fee amounts. These initial recommendations for adjusted fee amounts should not recover more than the Cost of Service per Activity, but may be recommended at less than full cost per the many reasons discussed in Section 1 of this report.

Section 3 – Conclusion

Based on the Cost of Service Analysis, Cost Recovery Evaluation, and Recommended Fee Establishment phases of analysis in this Study, the proposed schedule of fees formatted for implementation has been prepared and included in the San Mateo Bureau of Fire Protection and Life Safety’s accompanying staff report.

As discussed throughout this report, the proposed fee schedule includes fee increases intended to improve recovery of costs incurred to provide individual services, as well as to adjust fees downward where fees charge exceed the average costs incurred. An additional objective accomplished by this Study was to revise the fee schedule to add, remove, and restructure fees so that they better fit current activities and operational structure.

Because the Study focused on combining three different fee schedules, little information was available to model the Bureau’s workload or the impacts of any potential recommended increases or decreases in fees. These aspects of a Study’s process are important to include whenever possible. As such, NBS recommends adoption of the consolidated fee schedule as a primary objective, yet requiring another comprehensive analysis of the cost basis and projected impacts of the fee table after the Bureau collects one year of data using the consolidated fee schedule.

The City should also consider adjusting these user fees and regulatory fees on an annual basis to keep pace at least with cost inflation. For all fees and charges, either an annual Consumer Price Index adjustment or a similar percentage reflecting the City’s average change in labor costs would be appropriate. Conducting a comprehensive user fee study is not an annual requirement; it becomes worthwhile only over time as significant shifts in organization, local practices, legislative values, or legal requirements change. In NBS’ experience, a comprehensive analysis such as this should be performed every three to five years (in this case an initial re-study is recommended after one year). It should be noted that when an automatic adjustment is applied annually, the City is free to use its discretion in applying the adjustment; not all fees need to be adjusted, especially when there are good policy reasons for an alternate course. The full cost of service is the only limit in setting its fees.

As a final note in this study, it is worth acknowledging the path that fees in general have taken in California. The public demands ever more precise and equitable accounting of the basis for governmental fees and a greater say in when and how they are imposed. It is inevitable in the not too distant future that user fees and regulatory fees will demand an even greater level of analysis and supporting data to meet the public’s evolving expectations. Technology systems will play an increased and significant role in an agency’s ability to accomplish this. Continuous improvement and refinement of time tracking abilities will greatly enhance the ability to set fees for service and identify unfunded activities in years to come.

In preparing this report and the opinions and recommendations included herein, NBS has relied on a number of principal assumptions and considerations with regard to financial matters, conditions and events that may occur in the future. This information and assumptions, including budgets, time estimate data, and workload information from staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information and assumptions. While we believe NBS’ use of such information and assumptions is reasonable for the purpose of this report, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results can be expected to vary from those projected to the extent that actual future conditions differ from those assumed by NBS or provided to NBS by others.

Fee No.	Fee Description	Fee Unit / Type	Notes	Activity Service Cost Analysis				Cost Recovery Analysis				
				Plan Check - Estimated Average Labor Time Per Activity (hours)	Inspection - Estimated Average Labor Time Per Activity (hours)	TOTAL - Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %
1	Fire Protection Systems Permits and Inspections											
1	Sprinkler / Overhead - Final Inspection											
	0-10,000 SF	per occurrence / trip		0.00	1.00	1.00	\$ 262	\$ 262	\$ 348	133%	\$ 262	100%
	10,000 - 35,000 SF	per occurrence / trip		0.00	1.50	1.50	\$ 262	\$ 393	\$ 348	89%	\$ 393	100%
	35,000 - 75,000 SF	per occurrence / trip		0.00	2.00	2.00	\$ 262	\$ 523	\$ 406	78%	\$ 523	100%
	75,001 - 120,000 SF	per occurrence / trip		0.00	3.00	3.00	\$ 262	\$ 785	\$ 464	59%	\$ 785	100%
2	Sprinkler / Overhead - Rough/ Hydro Inspection											
	0-10,000 SF	per occurrence / trip		0.00	1.00	1.00	\$ 262	\$ 262	\$ 464	177%	\$ 262	100%
	0-35,000 SF	per occurrence / trip		0.00	1.50	1.50	\$ 262	\$ 393	\$ 464	118%	\$ 393	100%
	35,000 - 75,000 SF	per occurrence / trip		0.00	2.00	2.00	\$ 262	\$ 523	\$ 581	111%	\$ 523	100%
	75,001 - 120,000 SF	per occurrence / trip		0.00	3.00	3.00	\$ 262	\$ 785	\$ 639	81%	\$ 785	100%
3	Sprinkler / Underground - Hydro Test/ Flush Inspection											
	0-10,000 SF	per occurrence / trip		0.00	1.00	1.00	\$ 262	\$ 262	\$ 697	266%	\$ 262	100%
	0-35,000 SF	per occurrence / trip		0.00	1.50	1.50	\$ 262	\$ 393	\$ 697	178%	\$ 393	100%
	35,000 - 75,000 SF	per occurrence / trip		0.00	2.00	2.00	\$ 262	\$ 523	\$ 697	133%	\$ 523	100%
	75,001 - 120,000 SF	per occurrence / trip		0.00	3.00	3.00	\$ 262	\$ 785	\$ 697	89%	\$ 785	100%
4	Sprinkler / Underground - Pre-pour Inspection											
	0-10,000 SF	per occurrence / trip		0.00	1.00	1.00	\$ 262	\$ 262	\$ 464	177%	\$ 262	100%
	0-35,000 SF	per occurrence / trip		0.00	1.50	1.50	\$ 262	\$ 393	\$ 464	118%	\$ 393	100%
	35,000 - 75,000 SF	per occurrence / trip		0.00	2.00	2.00	\$ 262	\$ 523	\$ 464	89%	\$ 523	100%
	75,001 - 120,000 SF	per occurrence / trip		0.00	3.00	3.00	\$ 262	\$ 785	\$ 464	59%	\$ 785	100%
5	Sprinkler / Underground - Weld Inspection											
	0-10,000 SF	per occurrence / trip		0.00	1.00	1.00	\$ 262	\$ 262	New	%	\$ 262	100%
	0-35,000 SF	per occurrence / trip		0.00	1.50	1.50	\$ 262	\$ 393	New	%	\$ 393	100%
	35,000 - 75,000 SF	per occurrence / trip		0.00	2.00	2.00	\$ 262	\$ 523	New	%	\$ 523	100%
	75,001 - 120,000 SF	per occurrence / trip		0.00	3.00	3.00	\$ 262	\$ 785	New	%	\$ 785	100%
6	Sprinkler Plan Review (including Plan Review)											
	0-10,000 SF	per occurrence		1.00	0.00	1.00	\$ 262	\$ 262	New	%	\$ 262	100%
	0-35,000 SF	per occurrence		2.00	0.00	2.00	\$ 262	\$ 523	New	%	\$ 523	100%
	35,000 - 75,000 SF	per occurrence		3.00	0.00	3.00	\$ 262	\$ 785	New	%	\$ 785	100%
	75,001 - 120,000 SF	per occurrence		4.00	0.00	4.00	\$ 262	\$ 1,047	New	%	\$ 1,047	100%
7	Sprinkler / All Inspections on Projects > 120,000 SF											
	4 hour min			0.00	4.00	4.00	\$ 262	\$ 1,047	N/A	%	\$ 1,047	100%
	each additional hour	hourly		0.00	1.00	1.00	\$ 262	\$ 262	N/A	%	\$ 262	100%
8	Commercial Cooking Hood & Duct Systems	per system		1.00	1.00	2.00	\$ 262	\$ 523	\$ 348	66%	\$ 523	100%
9	Water Systems Plan Check (fire hydrants, water mains, sprinkler risers)	per system		3.00	2.00	5.00	\$ 262	\$ 1,309	\$ 697	53%	\$ 1,309	100%
10	Pre-Engineered Fire Suppression Systems (Clean Agent, Dry-Chem Systems)	per system		3.00	2.00	5.00	\$ 262	\$ 1,309	\$ 697	53%	\$ 1,309	100%

Fee No.	Fee Description	Fee Unit / Type	Notes	Activity Service Cost Analysis					Cost Recovery Analysis			
				Plan Check - Estimated Average Labor Time Per Activity (hours)	Inspection - Estimated Average Labor Time Per Activity (hours)	TOTAL - Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %
11	Fire Pumps	per system		3.00	2.00	5.00	\$ 262	\$ 1,309	\$ 697	53%	\$ 1,309	100%
12	Fire Standpipe Systems	per system		1.50	1.00	2.50	\$ 262	\$ 654	\$ 464	71%	\$ 654	100%
13	Fire Sprinkler System Supervision & Alarms	per system		1.50	1.00	2.50	\$ 262	\$ 654	\$ 464	71%	\$ 654	100%
14	Smoke Controls (smoke & heat vents, barriers, enclosures, etc.)	per system		3.00	2.00	5.00	\$ 262	\$ 1,309	\$ 697	53%	\$ 1,309	100%
15	Fire Water Tanks	per tank		2.00	1.00	3.00	\$ 262	\$ 785	\$ 464	59%	\$ 785	100%
16	Fire Alarm System											
	Up to 10 devices - base fee	per system		2.00	1.00	3.00	\$ 262	\$ 785	\$ 464	59%	\$ 785	100%
	Each additional device - Inspection	per device		0.00	0.03	0.03	\$ 262	\$ 7	\$ 19	272%	\$ 7	100%
	Additional Plan Check required	hourly		1.00	0.00	1.00	\$ 262	\$ 262	\$ 271	104%	\$ 262	100%
17	Emergency Responder Radio Coverage (ERRC)	hourly		2.00	1.00	3.00	\$ 262	\$ 785	New	%	\$ 785	100%
II	Fire Department Only - Misc.											
1	Misc. – Failed / Additional Field Inspections	per occurrence		0.00	1.00	1.00	\$ 262	\$ 262	\$ 348	133%	\$ 262	100%
2	Misc. – Exit Analysis Plans	T&M		n/a	n/a	0.00	\$ 262	\$ -	Actual Cost	%	Actual Cost	%
3	Misc. – Occupant Load Determinations	T&M		n/a	n/a	0.00	\$ 262	\$ -	Actual Cost	%	Actual Cost	%
4	Misc. – Plan Resubmittals	T&M		n/a	n/a	0.00	\$ 262	\$ -	Actual Cost	%	Actual Cost	%
5	Misc. – Plan Reviews, Other	T&M		n/a	n/a	0.00	\$ 262	\$ -	Actual Cost	%	Actual Cost	%
6	Contract Plan Check Services	T&M		n/a	n/a	0.00	\$ 262	\$ -	Actual Cost	%	Actual Cost	%
7	Other Fire Prevention Inspection / Investigations	per hour		0.00	1.00	1.00	\$ 262	\$ 262	\$ 271	104%	\$ 262	100%
8	Consultation (2 hr. min)	2 hour min		1.00	1.00	2.00	\$ 262	\$ 523	\$ 542	104%	\$ 523	100%
	each additional hour	hourly		0.50	0.50	1.00	\$ 262	\$ 262	\$ 271	104%	\$ 262	100%
9	Services not specifically listed at T&M	T&M							Actual Cost		Actual Cost	
10	After Hours Plan Check or Inspection (2 hr. min)	2 hour min		1.00	1.00	2.00	\$ 292	\$ 585	\$ 542	93%	\$ 585	100%
	each additional hour	hourly		0.50	0.50	1.00	\$ 262	\$ 262	\$ 271	104%	\$ 262	100%
III	INSPECTION FEE											
1	Fire / Life Safety Review											
	0-10,000 SF	per occurrence / trip		1.00	1.00	2.00	\$ 262	\$ 523	New	%	\$ 523	100%
	10,000 - 35,000 SF	per occurrence / trip		1.50	1.50	3.00	\$ 262	\$ 785	New	%	\$ 785	100%
	35,000 - 75,000 SF	per occurrence / trip		2.00	2.00	4.00	\$ 262	\$ 1,047	New	%	\$ 1,047	100%
	75,001 - 120,000 SF	per occurrence / trip		2.50	2.50	5.00	\$ 262	\$ 1,309	New	%	\$ 1,309	100%
2	HIGH-RISE INSPECTION.	per floor		0.00	1.00	1.00	\$ 262	\$ 262	N/A	%	\$ 262	100%

Fee No.	Fee Description	Fee Unit / Type	Notes	Activity Service Cost Analysis					Cost Recovery Analysis				
				Plan Check - Estimated Average Labor Time Per Activity (hours)	Inspection - Estimated Average Labor Time Per Activity (hours)	TOTAL - Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %	
	HOTELS, MOTELS, RESIDENTIAL OCCUPANCIES												
3	Hotels, Motels, Apartments and Condominiums												
	3 - 10 Units	each building		0.00	0.75	0.75	\$ 272	\$ 204	\$ 419	205%	\$ 204	100%	
	11 - 100 Units	each building		0.00	2.00	2.00	\$ 272	\$ 544	\$ 1,526	280%	\$ 544	100%	
	101 - 200 units	each building		0.00	3.00	3.00	\$ 272	\$ 816	\$ 1,661	203%	\$ 816	100%	
	200 - 300 units	each building		0.00	4.00	4.00	\$ 272	\$ 1,088	\$ 1,661	153%	\$ 1,088	100%	
	> 300 units	each building		0.00	6.00	6.00	\$ 272	\$ 1,632	\$ 8,424	516%	\$ 1,632	100%	
4	HYDRANT FLOW TEST AND INSPECTION	each hydrant		0.00	1.00	1.00	\$ 262	\$ 262	\$ 245	94%	\$ 262	100%	
5	NEW BUSINESS INSPECTION	each		0.00	0.75	0.75	\$ 262	\$ 196	\$ 160	82%	\$ 196	100%	
6	COMPLAINT INVESTIGATION AND FOLLOW-UP	each occurrence	[7]	0.00	2.00	2.00	\$ 262	\$ 523	\$ 404	77%	\$ 523	100%	
7	FIRE CODE MAINTENANCE INSPECTION.		[6]										
	Administrative Fee, All Inspections	each		0.00	1.00	1.00	\$ 262	\$ 262	\$ 151	58%	\$ 131	50%	
	Group A and I occupancies	per sq. ft.		0.00	0.00009	0.00009	\$ 262	\$ 0	\$ 0.0236	97%	\$ 0.0243	100%	
	Group B, E, M, and U occupancies	per sq. ft.		0.00	0.00008	0.00008	\$ 262	\$ 0	\$ 0.0206	97%	\$ 0.0212	100%	
	Group F and S occupancies	per sq. ft.		0.00	0.00011	0.00011	\$ 262	\$ 0	\$ 0.0275	98%	\$ 0.0282	100%	
	Group H occupancies	per sq. ft.		0.00	0.00013	0.00013	\$ 262	\$ 0	\$ 0.0329	97%	\$ 0.0338	100%	
IV	REQUIRED OPERATIONAL PERMITS												
1	REQUIRED OPERATIONAL PERMITS												
	New Operational Permit. Required by Fire Code Section 105.6.	each permit		0.00	2.00	2.00	\$ 262	\$ 523	\$ 414	79%	\$ 523	100%	
	Annual Operational Permit, Existing (part of annual inspection), as required by Fire Code Section 105.6	each permit		0.00	0.50	0.50	\$ 262	\$ 131	\$ 85	65%	\$ 131	100%	
2	AMUSEMENT BUILDINGS	each occurrence		0.00	2.00	2.00	\$ 262	\$ 523	\$ 331	63%	\$ 523	100%	
3	CARNIVALS & FAIRS	each occurrence	[5]	0.00	2.00	2.00	\$ 262	\$ 523	\$ 489	93%	\$ 523	100%	
4	CUTTING AND WELDING – see HOT WORKS OPERATION for fee amount.	each occurrence							see Hot Works		see Hot Works		
5	EXHIBITS & TRADE SHOWS												
	Business hours	each occurrence	[5]	1.00	2.00	3.00	\$ 262	\$ 785	\$ 404	51%	\$ 785	100%	
	After hours	2 hour min.		1.00	2.00	3.00	\$ 292	\$ 877	New	%	\$ 877	100%	
	each additional hour	hourly		0.00	1.00	1.00	\$ 292	\$ 292	Actual Cost	%	\$ 292	100%	
6	FIREWORKS												
	Plan Review and one (1) site inspection	each occurrence		1.00	1.00	2.00	\$ 262	\$ 523	\$ 340	65%	\$ 523	100%	
	Stand-by Personnel at the time of Show												
	Fire Inspector (4 hour min)	4 hour min.		0.00	4.00	4.00	\$ 292	\$ 1,170	\$ 414	35%	\$ 1,170	100%	
	each additional hour	hourly		0.00	1.00	1.00	\$ 292	\$ 292	\$ 271	93%	\$ 292	100%	
	Engine Company (1 hour min)	hourly		0.00	1.00	1.00	\$ 272	\$ 272	\$ 463	170%	\$ 272	100%	

Fee No.	Fee Description	Fee Unit / Type	Notes	Activity Service Cost Analysis				Cost Recovery Analysis				
				Plan Check - Estimated Average Labor Time Per Activity (hours)	Inspection - Estimated Average Labor Time Per Activity (hours)	TOTAL - Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %
7	HOT WORK OPERATIONS											
	Temporary public exhibits and demonstrations	each occurrence		0.00	1.00	1.00	\$ 262	\$ 262	\$ 245	94%	\$ 262	100%
	Portable hot work equipment inside structure	annual		0.00	1.00	1.00	\$ 262	\$ 262	\$ 85	32%	\$ 262	100%
	Fixed-site hot work equipment	annual		0.00	1.00	1.00	\$ 262	\$ 262	\$ 85	32%	\$ 262	100%
	Hot work conducted in a Wildfire risk area	each occurrence		0.00	1.00	1.00	\$ 262	\$ 262	\$ 245	94%	\$ 262	100%
	Portable hot work equipment during roofing work	each occurrence		0.00	1.00	1.00	\$ 262	\$ 262	\$ 160	61%	\$ 262	100%
8	TEMPORARY MEMBRANE STRUCTURE & TENTS											
	Plan Review and one (1) site inspection.											
	401 - 1,000 SF	per occurrence		0.50	1.50	2.00	\$ 262	\$ 523	\$ 245	47%	\$ 393	75%
	1,001 - 5,000 SF	per occurrence		0.50	2.00	2.50	\$ 262	\$ 654	\$ 245	37%	\$ 523	80%
	> 5,000 SF +	per occurrence		1.00	3.00	4.00	\$ 262	\$ 1,047	\$ 245	23%	\$ 654	62%
9	STATE 850 INSPECTIONS											
	State Licensing Inspection 1 - 6	each		0.00	0.50	0.50	\$ 262	\$ 131	New	%	\$ 131	100%
	State Licensing Inspection 7 - 25	each		0.00	1.00	1.00	\$ 262	\$ 262	New	%	\$ 262	100%
	State Licensing Inspection 26 - 50	each		0.00	1.50	1.50	\$ 262	\$ 393	New	%	\$ 393	100%
	State Licensing Inspection > 50	each		0.00	2.00	2.00	\$ 262	\$ 523	New	%	\$ 523	100%
	State Licensing Inspection - Annual Licensed Care Inspection 7-25 beds	each		0.00	1.00	1.00	\$ 262	\$ 262	New	%	\$ 262	100%
	State Licensing Inspection - Annual Licensed Care Inspection 26-50 beds	each		0.00	1.50	1.50	\$ 262	\$ 393	New	%	\$ 393	100%
	State Licensing Inspection - Annual Licensed Care Inspection >50 beds	each		0.00	2.00	2.00	\$ 262	\$ 523	New	%	\$ 523	100%
V	DOCUMENT FEES											
1	FILE REVIEW/RESEARCH	hourly		0.50	0.50	1.00	\$ 262	\$ 262	\$ 265	101%	\$ 262	100%
2	FIRE CODE VARIANCE APPLICATION (AMMR)	each		3.00	0.00	3.00	\$ 262	\$ 785	\$ 265	34%	\$ 785	100%
3	FIRE INVESTIGATION REPORT – COPY FEE/PAGE	each page	[1]						\$ 0.10		\$ 0.10	
4	INCIDENT REPORT – COPY FEE/PAGE	each page	[1]						\$ 0.15		\$ 0.15	
5	KEY BOX ADMINISTRATION AND SERVICE FEE	each		0.25	0.50	0.75	\$ 262	\$ 196	\$ 103	52%	\$ 196	100%
6	PHOTOGRAPHS		[1]									
	Color prints (4" x 6")	each							\$ 9		\$ 9	
	Digital Prints (8 1/2" x 11" or diskette)	each							\$ 9		\$ 9	
7	VIDEO TAPE, CD, DVD COPY, USB	each	[1]						\$ 50		\$ 50	
VI	PENALTY FEES		[1]									
1	FALSE ALARM.	each occurrence							\$ 448		\$ 500	
2	FAILURE TO OBTAIN A PERMIT	each occurrence							DOUBLE FEES			
3	REINSPECTIONS	hourly	[5]	0.00	1.00	1.00	\$ 262	\$ 262	\$ 488	186%	\$ 262	100%
4	REACTIVATION OF EXPIRED PERMIT											
	Fire Protection Systems.								50% of initial inspection fees		50% of initial inspection fees	

Fee No.	Fee Description	Fee Unit / Type	Notes	Activity Service Cost Analysis				Cost Recovery Analysis				
				Plan Check - Estimated Average Labor Time Per Activity (hours)	Inspection - Estimated Average Labor Time Per Activity (hours)	TOTAL - Estimated Average Labor Time Per Activity (hours)	FBHR	Cost of Service Per Activity	Current Fee / Deposit	Existing Cost Recovery %	Recommended Fee Level / Deposit	Recommended Cost Recovery %
VII	REIMBURSEMENT FEES		[2]									
1	ENGINE COMPANY -- Stand-by or Emergency Response (2 hour)											
	Apparatus	hourly							\$ 130		\$ 130	
	Three (3) Personnel								\$ 316		\$ 316	
	Each additional ½ hour or fraction thereof								\$ 224		\$ 224	
3	TRUCK COMPANY -- Stand-by or Emergency Response (2 hour)											
	Apparatus	hourly							\$ 163		\$ 163	
	Four (4) Personnel								\$ 418		\$ -	
	Each additional ½ hour or fraction thereof								\$ 291		\$ -	
4	CHIEF OFFICERS -- Stand-by or Emergency Response (2 hour)											
	Apparatus	hourly							\$ 96		\$ 96	
	One (1) Personnel								\$ 129		\$ -	
	Each additional ½ hour or fraction thereof								\$ 113		\$ -	
5	FIRE PERSONNEL -- stand-by (2 hour minimum)											
	Each additional ½ hour or fraction thereof	hourly							\$ 71		\$ -	
									\$ 36		\$ -	
6	EMERGENCY RESPONSE		[4]									
	Apparatus	hourly							\$ 129		\$ 129	
	Three (3) Personnel								\$ 316		\$ -	
	Each additional ½ hour or fraction thereof								\$ 224		\$ -	
VIII	OTHER MISCELLANEOUS FEES											
1	PATIENT ASSIST (DOCTOR ON SCENE)			0.00	1.50	1.50	\$ 272	\$ 408	New	%	\$ 408	100%
2	EMERGENCY PREPAREDNESS PLANNING AND EDUCATION SERVICE	hourly	[9]	0.00	1.00	1.00	\$ 262	\$ 262	\$ 131	50%	\$ 131	50%
	CPR	per student		0.00	0.20	0.20	\$ 262	\$ 52	New	%	\$ 50	96%
TOTAL												

Notes

- [1] Penalty or fee amount is set per City policy
- [2] Reimbursement Fees for Operations personnel and apparatus are calculated by City Finance / not evaluated by NBS
- [3] Additional inspections may be charged Penalty Reinspection Fee.
- [4] Driving Under the Influence (DUI). Government Code Sections 53150-58 – Billing upon conviction
- [5] One (1) Plan Review and one (1) Inspection. Additional plan reviews and reinspections will be charged at the specified plan review and reinspection rates. Additional Operational Permits may be required. Each additional permit will be charged the appropriate fee.
- [6] One (1) Initial Fire/Life Safety Inspection and one (1) Reinspection. Additional Inspections see IV. Penalty Fees, Reinspections.
- [7] Initial investigation/inspection and one reinspection. Additional administrative work and reinspections see IV. Penalty Fee, Reinspection.
- [8] File Review and/or Site Assessment by staff for organizations that do not have local representatives to review files – one hour minimum
- [9] Commercial (3 hour minimum)



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)
Ann Ritzma, Human Resources Director, Foster City

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Fire Action Consensus Team (FACT) Charter

RECOMMENDATION

Adopt a Resolution approving the San Mateo Consolidated Fire Department Fire Action Consensus Team (FACT) Charter.

BACKGROUND

The primary participatory vehicle for the San Mateo Consolidated Fire Department (SMC Fire) is the Fire Action Consensus Team or "FACT". Implemented in 2001 by the San Mateo Fire Department, FACT works with the Fire Chief as the primary planning and policy-making body of the fire department. It is based on an organizational philosophy that cooperative problem solving and joint participation in decision making benefits the organization. By including employees from all levels of the organization in providing input, the department has developed better policies and procedures, improved internal communications, and enhanced our labor-management relations.

FACT consists of sixteen trained members, five members from the Command staff and eleven elected members from labor & support staff. This makeup represents an important cross-section of the organization with personnel of diverse backgrounds and varied interests. Any member of the department with at least two years' service with Belmont, Foster City or San Mateo Fire and who is not a member of the Command Staff is eligible to run for a position on FACT.

Terms for elected members are two years and until election and installation of their successors. During the transition year to SMCFD, there will be two 1-year term and two 2-year term cycles for the new Belmont and Foster City members respectively. All following SMCFD elections will be two-year terms.

The purpose of this charter is to provide the foundation for a participatory management structure within the San Mateo Consolidated Fire Department. It outlines the purpose, principles, and basic policies of FACT. This document establishes the agreements necessary for the members of FACT to work together productively.

FISCAL IMPACT

There are no direct costs related to the adoption of this Resolution.

ATTACHMENTS

A. Resolution

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO CONSOLIDATED FIRE DEPARTMENT APPROVING THE FIRE ACTION CONSENSUS TEAM (FACT) CHARTER

WHEREAS, in November, 2017, the San Mateo Consolidated Fire Department (SMC Fire) was created by the action of the Joint Powers Authority (JPA), which was formed by Foster City/Estero Municipal Improvement District, the City of Belmont/Belmont Fire Protection District and the City of San Mateo; and,

WHEREAS, as part of the formation of SMC Fire it is required that the new agency provide independent support services for the proper operation of the department, including the development of personnel rules and regulations; and,

WHEREAS, the primary participatory vehicle for the San Mateo Consolidated Fire Department is through the Fire Action Consensus Team (FACT); and,

WHEREAS, implemented in 2001 by the San Mateo Fire Department, FACT works with the Fire Chief as a primary planning and policy-making body of the fire department; and,

WHEREAS, FACT consists of sixteen trained members, five members from the Command staff and eleven elected members from labor and support staff; and,

WHEREAS, the purpose of this charter is to provide the foundation for a participatory management structure within the fire department.

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

SECTION 1. The Fire Chief is authorized to establish the FACT Charter for the San Mateo Consolidated Fire Department.

* * *

ADOPTED November 1, 2018, by the Board of Directors of the San Mateo Consolidated Fire Department by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

Department Counsel



STAFF REPORT

To: San Mateo Consolidated Fire Department Board of Directors

From: John Healy, Fire Chief, City of San Mateo (Shared Fire Services)
Ann Ritzma, Human Resources Director, Foster City

Via: Jeff Moneda, City/District Manager, Foster City/Estero Municipal Improvement District
Greg Scoles, City/District Manager, City of Belmont/Belmont Fire Protection District
Larry Patterson, City Manager, San Mateo
Jean Savaree, City Attorney, Foster City
Bahareh Abdollahi, City Attorney, San Mateo
Scott Rennie, City Attorney, Belmont

Copy: Councilmembers/Board of Directors, City of Belmont/Belmont Fire Protection District
Councilmembers, City of San Mateo and City of Foster City

Meeting Date: November 1, 2018

Subject: Approve Commencement of Operations and Budget Approval of San Mateo Consolidated (SMC) Fire Department

RECOMMENDATION

Approve commencement of operations of San Mateo Consolidated (SMC) Fire Department effective Sunday, January 13, 2019 at 0800 hours and adopt a resolution to approve appropriation of funds for a 5 ½ month budget in fiscal year 2018-19.

BACKGROUND

In November 2017, the San Mateo Consolidated Fire Department (SMC Fire) was created by the action of the Joint Powers Authority, which was formed by Foster City/Estero Municipal Improvement District, the City of Belmont/Belmont Fire Protection District and the City of San Mateo. SMC Fire is required to provide all services needed to support the operations of the fire department. SMC Fire will provide integrated and comprehensive emergency response services to all three communities.

Over the past twelve months, Fire Department and City Staff have addressed the details of Section 2.10 of the JPA Agreement, specifically pension and healthcare contracts, worker compensation and liability insurance, facilities lease agreements, fire equipment transfer, and terms and conditions which the Department shall employ Department personnel.

2.10 *“Commencement Date” means the date upon which all Member Agencies have voted to commence operations of the Department. Prior to the Member Agencies voting to commence operations, the Department shall have: successfully negotiated pension and health care contracts*

for its employees, obtained workers' compensation and liability insurance in amounts approved by the Board, agreed with the Member Agencies upon the terms and conditions pursuant to which the Department will occupy and use the Joint Facilities, agreed with the Member Agencies upon the transfer of Fire Equipment, agreed with the Member Agencies upon the responsibility for any legacy costs and on-going obligations, and determined the terms and conditions pursuant to which the Department shall employ Department personnel.

All of these items and many more have been addressed and contracts and agreements are in place or will be finalized on or before the commencement of operations, planned for Sunday, January 13, 2019 at 0800 hours.

During the October 10, 2018 Fire Board meeting, staff provided the Board our philosophy of a 5 ½ month budget to consider. Over the past month, we refined the figures and estimated Per Section 14.2 of the JPA Agreement, each member agency will be approving their transfer of funds that represent their percentages of responsibility:

14.2 Allocation of Expenses. Until changed by mutual agreement of the Member Agencies, the costs and expenses in the approved budget shall be allocated sixty percent (60%) to City of San Mateo and twenty percent (20%) each to Foster City and Belmont.

FISCAL IMPACT

Upon approval of the commencement of operations, the operating cost for SMC Fire in the 5 ½ months remaining in the current fiscal year is estimated at \$17,312,548. The cost for each member agency is:

Belmont 20%	\$ 3,462,510
Foster City 20%	\$ 3,462,510
San Mateo 60%	\$ 10,387,529
Total SMC Fire Operations	\$ 17,312,548

SMC Fire will have acquired workers' compensation insurance upon commencement of operations. The estimated cost for the 5 ½ months remaining in the current fiscal year is \$809,500, and this cost is included as part of the estimated total for SMC Fire operations. The cost for each member agency is:

Belmont 20%	\$ 161,900
Foster City 20%	\$ 161,900
San Mateo 60%	\$ 485,700
Total Workers' Compensation	\$ 809,500

In addition, the member agencies are responsible for setting aside funds for fire replacement items in the Vehicle and Equipment Replacement Funds. The most significant items include fire vehicles and apparatus. Based on the replacement costs and the estimated years of service for each replacement item, the three member agencies under SMC Fire have agreed to transfer each agency's perspective collected funds over a three-year period, or 33% each year. The first two transfers will be necessary to fund existing needs and the final transfer will be determined after a review of the SMC Fire replacement fund by the Finance Director of each member agency. The initial cost for each member agency is:

Belmont (33%)	\$ 335,541
Foster City (33%)	\$ 503,505
San Mateo (33%)	\$ 1,299,130

Total Vehicle & Equipment Replacement Fund Transfer (33%) \$ 2,138,176

Furthermore, SMC Fire will have acquired a financial software and Information Technology-related items (e.g. servers, network switches), and these will require replacement after a period of time. The cost for each member agency is:

Belmont 20%	\$ 97,000
Foster City 20%	\$ 97,000
San Mateo 60%	\$ 291,000
Total IT/Finance Software	\$ 485,000

Besides services funded by the General Fund, the City of San Mateo has been providing fire prevention services, with fee revenues and related service expenditures accounted in a separate Fire Prevention and Life Safety Fund. Over time, the fund has accumulated a fund balance in the City of San Mateo. As fire prevention services will operate under SMC Fire after commencement of operations, Staff is requesting an appropriation and subsequent transfer of the City of San Mateo’s Fire Prevention and Life Safety Fund’s fund balance as of the end of fiscal year 2017-18 to SMC Fire. This amounts to \$3,739,050. With activities still operating under the City of San Mateo in the first half of the current fiscal year, Staff will come back to Council at the end of the fiscal year for an additional transfer to SMC Fire, if necessary.

The total requested transfer and appropriations are as follows:

- Appropriate \$17,312,548 for SMC Fire’s personnel, operating, capitol, contract and workers’ compensation costs
- Appropriate \$2,623,176 for SMC Fire’s Vehicle and Equipment Replacement including IT/Finance Software
- Appropriate \$3,739,050 for SMC Fire Prevention & Life Safety fund balance and reserves.

San Mateo Consolidated Fire	5.5 Month Assumption	Belmont	Foster City	San Mateo
Personnel Costs	\$ 14,048,067	\$ 2,809,613	\$ 2,809,613	\$ 8,428,840
Operating Costs	\$ 1,058,453	\$ 211,691	\$ 211,691	\$ 635,072
Capitol Outlay	\$ 683,277	\$ 136,655	\$ 136,655	\$ 409,966
Contract Costs	\$ 1,522,750	\$ 304,550	\$ 304,550	\$ 913,650
Total	\$ 17,312,548	\$ 3,462,510	\$ 3,462,510	\$ 10,387,529
IT/Financial Software	\$ 485,000	\$ 97,000	\$ 97,000	\$ 291,000
Veh & Equip Replacement Fund (33%)	\$ 2,138,175.91	\$ 335,541	\$ 503,505	\$ 1,299,130
Total	\$ 2,623,176	\$ 432,541	\$ 600,505	\$ 1,590,130
Fire Prevention Reserve Fund Balance	\$ 3,739,050			\$ 3,739,050
Grand Total	\$ 23,674,774	\$ 3,895,051	\$ 4,063,015	\$ 15,716,708

ATTACHMENTS

- Attachment 1 - Resolution

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MATEO
CONSOLIDATED FIRE DEPARTMENT AUTHORIZING COMMENCEMENT OF
OPERATIONS AND BUDGET APPROVAL OF SAN MATEO CONSOLIDATED (SMC) FIRE
DEPARTMENT**

WHEREAS, in November, 2017, the San Mateo Consolidated Fire Department (SMC Fire) was created by the action of the Joint Powers Authority (JPA), which was formed by Foster City/Estero Municipal Improvement District, the City of Belmont/Belmont Fire Protection District and the City of San Mateo; and,

WHEREAS, as part of the formation of SMC Fire it is required that the new agency provide independent support services for the proper operation of the department; and,

WHEREAS, over the past twelve months, the Fire Department and City Staff have addressed pension and liability insurance, facilities lease agreements, fire equipment transfer, and terms and conditions with which the Department shall employ Department personnel; and,

WHEREAS, in order to support SMC Fire operations upon determination of a commencement of operations date, an appropriation and transfer of funds to SMC Fire Department are necessary.

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

SECTION 1. The Fire Chief is authorized to:

1. Commence operations of SMC Fire Department effective Sunday, January 13, 2019.
2. Appropriate and transfer funds to finance SMC Fire in Fiscal Year 2018-2019 as follows:
 - a. Appropriate \$17,312,548 for SMC Fire's personnel, operating, capitol, contract and workers' compensation costs
 - b. Appropriate \$2,623,176 for SMC Fire's Vehicle and Equipment Replacement including IT/Finance Software
 - c. Appropriate \$3,739,050 for SMC Fire Prevention & Life Safety fund balance and reserves.

* * *

ADOPTED November 1, 2018, by the Board of Directors of the San Mateo Consolidated Fire Department by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Board Secretary

Board President

APPROVED AS TO FORM:

General Counsel