



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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## RESOLUTION NO. 2019-072

### A RESOLUTION AFFECTING SENIOR SAFETY MANAGEMENT AND SAFETY MANAGEMENT EMPLOYEES

#### Adopted by the Board of Directors of the SACRAMENTO METROPOLITAN FIRE DISTRICT

On September 12, 2019

**WHEREAS**, the Board of Directors of the Sacramento Metropolitan Fire District (Board) recognizes the importance of codified provisions relating to wages, hours, and other terms and conditions of employment to employees who are not members of recognized bargaining groups, and

**WHEREAS**, this resolution supersedes Resolution No. **08-07**, adopted by the Board of Directors of the Sacramento Metropolitan Fire District on January 11, 2007, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Senior Safety Management and Safety Management employees, and

**WHEREAS**, the Board wishes to clarify and modify the wages and benefits available to Senior Safety Management and Safety Management employees, excluding the Fire Chief who is covered by individual contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO METROPOLITAN FIRE DISTRICT:**

#### 1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. The members of Senior Safety Management include any person employed in, or assigned to, the following classifications:

Chief Deputy  
Deputy Chief  
Assistant Chief  
Fire Marshal

- B. The members of Safety Management include any person employed in, or assigned to, the following classifications:

Chief Pilot

## 2. FLSA STATUS & BUSINESS HOURS

- A. Employees are exempt from Fair Labor Standards Act (FLSA) overtime requirements and are therefore paid a salary.
- B. Employees are responsible for keeping their supervisors apprised of their work schedules and location. Employee’s work schedule must satisfy work place requirements as determined by their supervisor.
  - 1. As used in this Resolution, “day” personnel, or “day” assignments refer to those employees regularly assigned to a 40 hour work week, on average. This regular assignment does not in any way impact the exempt nature of the employee’s FLSA status.
  - 2. As used in this Resolution, “shift” personnel, or “shift” assignments refer to those employees regularly assigned to a 24-hour shift schedule (amounting to 192 scheduled hours in a 24 day work period). This regular assignment does not in any way impact the exempt nature of the employee’s FLSA status.

## 3. ADMINISTRATIVE LEAVE

In express recognition of being “exempt” under the provisions of Federal and State Law, each employee assigned to a 40-hour per week “day” assignment shall receive forty (40) hours of administrative leave each calendar year; and each employee assigned to a 56-hour per week “shift” assignment shall receive fifty-six (56) hours of administrative leave each calendar year. Administrative leave shall be accrued annually on January 1 as a credit to vacation leave.

## 4. COMPENSATION

For the three (3) year term covering January 1, 2019 through December 31, 2021, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period following the Board of Directors’ adoption of this resolution, employees will receive a 4.3% base wage increase. The monthly wage scale below includes this base wage increase.

Effective January 1, 2021, employees will receive a base wage increase between 1.0% and 3.0% if the percentage change in net taxable value of property in the District based on the Sacramento County Assessor FY 2020/21 Combined Tax Rolls compared to the FY 2019/20 Combined Tax Rolls exceeds 3%. The amount of the January 1, 2021 base wage increase will be governed by the following chart:

| FY 2020/21 Net Taxable Value Increase | 2021 Base Wage Increase |
|---------------------------------------|-------------------------|
| 3.0% or less                          | 0%                      |
| 3.1% to 4.0%                          | 1.0%                    |
| 4.1% to 5.0%                          | 2.0%                    |
| 5.1% or more                          | 3.0%                    |

The Fire Chief on an annual basis shall grant step increases after a successful evaluation. The Fire Chief is granted the authority to withhold step increases; however, those affected employees may request reconsideration by the Board.

The pay scale applicable to employees covered by this resolution is reflected in the salary table below.

**Salary Table Reflecting Monthly Pay Scale:  
Effective the first full pay period following adoption of this Resolution**

|                 | Step 1   | Step 2   | Step 3   | Step 4    | Step 5    |
|-----------------|----------|----------|----------|-----------|-----------|
| Chief Deputy    |          |          |          |           | 21,856.53 |
| Deputy Chief    |          |          |          |           | 20,815.74 |
| Assistant Chief |          |          |          | 18,216.67 | 19,123.73 |
| Fire Marshal    |          |          |          | 18,216.67 | 19,123.73 |
| Chief Pilot     | 8,674.01 | 9,104.27 | 9,555.47 | 10,028.77 | 10,526.49 |

The pay scale reflects base pay and is exclusive of incentives.

**5. UNIFORM ALLOWANCE**

Uniform allowance is included in base pay.

**6. VACATION LEAVE**

- A. Employees shall accrue vacation leave (VL) as shown in the schedule below. The hours shown reflect full-time employment. Accrual steps are as follows:

| MONTHS OF SERVICE | DAY PERSONNEL                         | SHIFT PERSONNEL                    |
|-------------------|---------------------------------------|------------------------------------|
| 1 to 60           | 103 hours/year<br>(8.58 hours/month)  | 144 hours/year<br>(12 hours/month) |
| 61 to 120         | 154 hours/year<br>(12.83 hours/month) | 216 hours/year<br>(18 hours/month) |
| 121 to 180        | 189 hours/year<br>(15.75 hours/month) | 264 hours/year<br>(22 hours/month) |
| 181 to 240        | 206 hours/year<br>(17.17 hours/month) | 288 hours/year<br>(24 hours/month) |
| 241 or more       | 223 hours/year<br>(18.58 hours/month) | 312 hours/year<br>(26 hours/month) |

- B. Employees' use of vacation leave normally must be approved in advance by their supervisor. Partial day use of VL is allowed with the approval of the employee's supervisor.
- C. At the time of termination or retirement, any unused VL in the employee's account shall be paid out to the employee at the employee's total hourly rate of pay, inclusive of all incentives.

- D. Maximum Accrual. The maximum accrual shall be limited to no more than twenty (20) months of accrual time, at which time employee will not earn additional VL time until the employee's balance is below the twenty (20) month maximum. The maximum accrual balance shall be adjusted for employees eligible for Administrative Leave by adding 66.67 hours for day personnel and 93.33 hours for shift personnel. In no event shall the District be required to pay an employee more than the maximum accrual.
  
- E. Vacation Sell-Back. At the option of the employee, and with the approval of the Fire Chief, employees may sell back up to a maximum of one hundred and twenty (120) hours of vacation leave each April. Payments will be made at a rate of one hundred percent (100%) of each employee's base wage plus incentive pays.

## 7. HOLIDAYS

- A. Employees shall receive those holidays that are recognized for all other employees of the District. Employees will not accrue any Holiday Leave.

|     |                             |                                  |
|-----|-----------------------------|----------------------------------|
| 1.  | New Year's Day              | (Jan. 1)                         |
| 2.  | Martin Luther King, Jr. Day | (3 <sup>rd</sup> Mon. in Jan.)   |
| 3.  | Lincoln's Birthday          | (2 <sup>nd</sup> Mon. in Feb.)   |
| 4.  | Washington's Birthday       | (3 <sup>rd</sup> Mon. in Feb.)   |
| 5.  | Memorial Day                | (last Mon. in May)               |
| 6.  | Independence Day            | (July 4)                         |
| 7.  | Labor Day                   | (1 <sup>st</sup> Mon. in Sept.)  |
| 8.  | Veteran's Day               | (Nov. 11)                        |
| 9.  | Thanksgiving Day            | (4 <sup>th</sup> Thurs. in Nov.) |
| 10. | Day After Thanksgiving      |                                  |
| 11. | Christmas Eve               | (Dec. 24)                        |
| 12. | Christmas Day               | (Dec. 25)                        |

- B. If an employee's scheduled day off is either Friday or Monday during a standard District workweek in which a recognized holiday occurs, the following shall apply:
  - 1. If the holiday occurs on a Friday, the employee's preceding work day may be recognized; if the holiday occurs on a Monday, the employee's following work day may be observed.
  
- C. When a holiday occurs on a Saturday, the preceding workday that is not a holiday, shall be deemed to be that holiday. When a holiday occurs on a Sunday, the following workday that is not a holiday, shall be deemed to be that holiday.

## 8. BEREAVEMENT LEAVE

Employees shall be eligible for up to five (5) consecutive working days of leave for day personnel, and three (3) consecutive 24-hour shifts off for shift personnel, without loss of pay or benefits for the purposes of arranging for and attending the funeral of a member of the immediate family and/or for the purpose of coping

with the emotional consequences of death in the immediate family. For the purposes of this section, immediate family includes spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any person domiciled in the employee's household. However, accrued leave and/or a leave of absence may also be available if additional time away is required and can be accommodated by the District. For purposes of this section, a step relative of any of the relatives listed above shall be treated in the same manner as the listed relatives.

## **9. SICK LEAVE**

Employee's accumulation and disposition of sick leave shall be as follows:

- A. Full-time employees shall accumulate and may use sick leave at the following rates:
  - 1. For calendar year 2019, shift personnel shall accumulate sick leave at the rate of 132 hours per calendar year (11 hours per month) until the end of their third year of employment. Thereafter, shift personnel shall accumulate sick leave at the rate of 264 hours per calendar year (22 hours per month).  
  
Starting January 1, 2020, shift personnel shall accumulate sick leave at the rate of 288 hours per calendar year (24 hours per month).
  - 2. For calendar year 2019, day personnel shall accumulate sick leave at the rate of 7.88 hours per month until the end of their third year of employment. Thereafter, day personnel shall accumulate sick leave at a rate of 189 hours per calendar year (15.75 hours per month).  
  
Starting January 1, 2020, day personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
- B. Sick leave shall be accrued and recorded at the end of each month.
- C. Sick leave shall be accumulated on an unlimited basis.
- D. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Vacation accrual, 2. Catastrophic leave pursuant to District policy, 3. Unpaid leave status.
- E. No sick leave will be allowed unless the employee uses due diligence in reporting his/her/family member's illness/injury and contemplated absence per the established policy.

F. Subject to the following conditions, the District shall compensate any requesting employee for accrued, unused sick leave:

1. First, no employee shall be eligible to receive compensation for accrued, unused sick leave unless they have “banked” the required number of hours in their “A” bank.

The “A” Bank must contain at least 1000 hours for all shift personnel, and at least 741 hours for all day personnel, with measurement made as of each June 30 and notification to the employee no later than July 15.

2. The employee at his/her sole option, must notify the District no later than October 31 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a form provided by the District. Failure to submit a form by the deadline constitutes waiver of the right to sell sick leave hours for the calendar year.
3. An employee who has satisfied the requirements identified above may request to be compensated once per year, in aggregate, up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) at one hundred percent (100%) of the employee’s base monthly compensation, inclusive of all incentives, on November 30.
4. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
5. Relinquishment shall be at the employee’s sole option.
6. If an employee elects to sell any hours, all remaining hours from the year’s accrual are placed in the employee’s “B” Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee’s “A” Bank and/or for additional service credit at retirement;
7. If an employee elects to sell no hours, all remaining hours shall be placed in the employee’s “A” Bank. Such hours may be used for normal sick leave.

G. At the employee’s option, upon service retirement or disability retirement, the District will compensate up to forty percent (40%) of the employee’s accumulated “A” Bank sick leave.

The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 30 days will result in all unused sick leave being reported to the Public Employees’ Retirement System (PERS) as additional service credit.

1. The total compensation to be made is that accrued sick leave in the employee's account at the employee's total hourly rate of pay, inclusive of all incentives.
2. All remaining accumulated sick leave in the employee's account will, upon retirement, be applied for retirement credit under the provisions of 20965 of the Public Employee's Retirement System Law, which reads as follows:

A local miscellaneous member and a local safety member, whose effective date of retirement is within four months of separation from employment with the employer which granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by his or her employer.

## **10. HEALTH BENEFITS**

### **A. Dental**

The District shall, subject to availability, provide full-time employees and dependents with a dental plan. The District pays the premium for the Basic dental plan. Employees who select the Premium dental plan pay the difference between the Premium and Basic monthly premiums.

### **B. Vision Care Plan**

The District shall, subject to availability, provide full-time employees and dependents with a vision care plan. The District will provide up to \$18.75 per month per employee toward the cost of the District's plan.

### **C. Medical**

For employees or retirees who are enrolled in the Basic or Combination plans, the District shall contribute 92% of the medical premium towards the employees or retirees selected health plan. Employees and retirees will be responsible for the remaining 8% of the premium, and any additional amount above the premium, and any additional amount above the premium cap. These contributions amounts will be effective 7/1/13.

For retirees that are enrolled in the Medicare plan, the District shall contribute an amount equal to 100% of the third highest plan in CalPERS Region 1 at the tier that the employee selects. Retirees will be responsible for any additional amount above the premium cap. For retirees who are Medicare age who were hired prior to March 31, 1986 and are not eligible to enroll in Medicare due to a lack of credits, the District shall provide a stipend that equals an amount equal to 8% of the premium at the tier that the employee selects up to the third highest plan in CalPERS Region 1.

The premium cap will be the third highest plan in CalPERS Region 1 rates at the tier that the employee selects, i.e. employee, employee plus one, employee plus family.

- D. The District will provide the medical insurance benefits listed in C. above through PERS.
- E. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form.
- F. The District has established the following Flexible Spending Accounts (FSA) as permitted by the Internal Revenue Service regulations:
  - 1. Out-of-Pocket costs for District-sponsored health and dental insurance premiums;
  - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective January 1;
  - 3. Dependent care reimbursement;
  - 4. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3); and
  - 5. Employees will be informed about the procedures, rules, and forfeiture of funds left unused in FSA.
- G. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until the employee has completed one year of continuous service. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one (1) year of continuous employment.
- H. Transition Coverage
  - 1. Pursuant to Federal Law (COBRA), an employee who terminates or is terminated (except for gross misconduct) is entitled to continue group health plan coverage at the group rate for up to 18 months. Group health plan includes the package of Health, Dental, and Vision coverage.
  - 2. In certain circumstances, an employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to 36 months.
  - 3. All such continued coverage is at the sole cost of the employee or other qualified individual. Continued coverage may be subject to an administrative fee levied by Insurance Program Administrators.

4. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

I. Retirement Medical

1. Upon retirement, medical coverage will be paid by the District for both the employee and dependents in accordance with Section 22831 of the Government Code which provides:

*“...An annuitant may, as provided by regulations of the board, continue his or her enrollment, enroll within 60 days of retirement, enroll within 60 days of the death of the member, or enroll during any future open enrollment period without discrimination as to premium rates or benefit coverage. If the survivor of an annuitant is also an annuitant as defined in this part, he or she may enroll within 60 days of the annuitant's death or during any future open enrollment period, as provided by regulations of the board.”*

2. Except for employees retiring for service connected disability, all employees hired after December 1, 2011 who qualify as annuitants will obtain twenty-five percent (25%) credit towards retiree medical upon reaching five (5) years of service with the District. Qualifying annuitants will receive an additional five percent (5%) credit towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District, for each additional year of service, as set forth in Section 22896 of the Government Code.

- J. Effective July 1, 2013, the savings associated with the 8% employee and retiree premium contributions, and effective January 1, 2014, the savings associated with lowering the premium cap, as outlined in paragraph 10(C) above, shall be contributed into the OPEB trust established by the District with CalPERS to prefund retiree medical benefits. In consideration for employee contributions above each existing retiree, future retirees, and their survivors shall have a vested right to receive the maximum retiree health benefits that were provided as of July 1, 2013 and to receive the maximum amount of annual increases in subsidies or reimbursements for retiree health benefits in all subsequent years thereafter. This vested retiree health benefit right is promised to current retirees and future retirees, i.e. active employees when they retire even beyond the term of this resolution.

## **11. RETIREMENT BENEFITS**

- A. Employees shall make PERS member contributions as follows:

1. For employees who do not meet the definition of a “new member” under PEPR ( “classic safety members”), the full member’s PERS

contribution shall be nine percent (9%) of the employee's compensation reported to PERS.

2. For employees who meet the definition of a "new member" under PEPPRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.
3. In addition to paying the member contributions identified in paragraph 11(A) above, classic safety members shall engage in cost-sharing, pursuant to Government Code section 20516 (a), by contributing an additional three percent (3%) of the employee's compensation reported to PERS towards the employer's PERS cost.
4. The District shall in accordance with Internal Revenue Code Section 414 (h) (2) pass the necessary Resolution(s), which allow for employee retirement contributions (both member contributions and cost-sharing) to be paid on a tax deferred basis).

#### B. Specified Benefits

Upon meeting the statutory requirements, all employees shall be covered by the Public Employee's Retirement System (PERS). The District's contract with PERS includes the following provisions:

1. The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.
2. One-half Continuance Benefit;
3. All remaining accumulated sick leave in the employee's account may, upon retirement, be applied for retirement credit under the provisions of Section 20965 of the California Government Code;
4. Benefit Levels:
  - 1) Classic Safety members shall be three percent (3%) at age fifty (50) and
  - 2) Safety Employees who qualify as new members under PEPPRA shall be 2.7% at age 57.

## 12. EDUCATION INCENTIVES

### A. Accreditation Standards

For an individual to earn the total allowable educational incentive, the individual must have registered, earned and obtained it through a nationally recognized institution of education that falls into the following agency:

1. United States Department of Education

<http://ope.ed.gov/accreditation/>

The same language is applicable for those who submit for an incentive that is “commensurate” with the knowledge and abilities of the job position held. The degree must have been obtained through a nationally recognized institution of education.

The submittals must include a sealed official transcript from the accrediting college. Each submittal will be reviewed on a case by case basis

- B. Safety managers (who do not include senior safety managers) who possess an approved certification from a Certificate Program that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs, shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.
- C. Safety managers who possess a certificate in Fire Science or Fire Technology from a Community College shall receive an additional three percent (3%) of base pay.
- D. Safety managers who possess one or more Associate Degrees shall receive an additional three and one-half percent (3.5%) of base pay for the degree(s). Multiple degrees will not result in more than 3.5%.
- E. Safety managers who possess an Associate Degree in Fire Science or a Fire Science Certificate and any other Associate Degree shall receive an additional six and one-half percent (6.5%) of base pay.
- F. All above referenced education incentives listed in paragraphs B through E combined shall not exceed five percent (5%) for the first three (3) years of employment for new employees hired after March 24, 2011. After three (3) years of employment, the employee may be brought up to seven percent (7%) of base pay.
- G. Safety managers who possess a Bachelor’s Degree or higher from an accredited college or university shall receive an additional seven and one-half percent (7.5%) of base pay. All above certificates and degrees, B through G shall not exceed seven and one-half percent (7.5%) of base pay.
- H. Safety managers who possess a Bachelor Degree in Fire Science shall receive an additional three percent (3%) of base pay.
- I. The maximum amount an employee may receive in educational incentives shall not exceed five percent (5%) for the first three (3) years of employment for new employees hired after March 24, 2011. After three

(3) years of employment, the employee may receive ten and one-half percent (10.5%) of base pay. Senior Management employees shall no longer receive any education incentive.

- J. In addition to the above educational incentives, safety managers shall be eligible for Continuing Education (CE) incentive at five percent (5%) of base salary. CE criteria shall be at the sole discretion of the Fire Chief.
- K. Senior safety management employees shall not receive any Continuing Education (CE) incentive, or other education incentives or allowances described by this section.

### **13. AT-WILL EMPLOYMENT**

All senior safety management and safety management employees are employed at-will, meaning that the Fire Chief has the right to terminate employment at any time, for any reason, and with or without cause for any reason and/or notice.

At-will employees in senior safety management positions who are terminated, shall receive either a six (6) month severance at the time of termination, or reassignment to their previous position through exercise of Bump Back rights so long as the reassignment does not violate the terms of any existing Collective Bargaining Agreement, Memorandum of Understanding, or other agreement applicable to that position. The decision shall be at the sole discretion of the Fire Chief, and in no case shall these options be available in the event the Fire Chief, in his sole discretion, determines good cause exists for the termination.

Nothing stated herein shall effect the at will status of any senior safety management employee.

### **14. DAY SHIFT CONVERSION**

As this resolution shall affect employees working both a forty (40) hour workweek and a 24-hour shift schedule, the 1.4 conversion factor will be applied where appropriate.

### **15. LONGEVITY PAY**

Safety management employees shall be entitled to longevity pay at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is four percent (4%) of base pay. Upon seventeen (17) years of continuous service there shall be another two percent (2%) of base salary incentive applied, such that the total incentive is six percent (6%) of base pay. Upon twenty (20) years of continuous service there shall be an additional three percent (3%) of base salary incentive applied, such that the total incentive is 9% of base pay. Upon twenty-five (25) years of continuous service there shall be another three percent (3%) of base salary applied, such that the total incentive is 12% of base pay. The entire longevity

pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

Senior safety management employees are excluded from this provision and are not entitled to longevity pay.

**PASSED AND APPROVED** this 12<sup>th</sup> day of September 2019, by the following vote to wit:

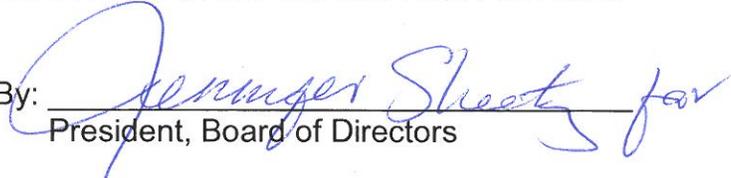
**AYES:** Barnes, Clark, Goold, Kelly, Orzalli, Saylor, Sheetz, Wood

**NOES:** None

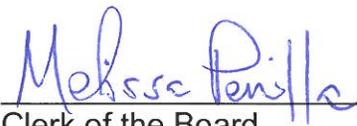
**ABSENT:** Jones

**ABSTAIN:** None

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By:   
President, Board of Directors

Attested By:

  
Clerk of the Board