

COPY



Sacramento Metropolitan Fire District

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RESOLUTION NO. 08-07

DON METTE
Fire Chief

A RESOLUTION AFFECTING SAFETY SENIOR MANAGEMENT, MANAGEMENT and UNREPRESENTED CONFIDENTIAL EMPLOYEES

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

On January 11, 2007

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. **20-04**, A Resolution Affecting Senior Management, Management and Unrepresented Confidential Employees, adopted by the Board of Directors of the Sacramento Metropolitan Fire District on March 9, 2004, and all prior resolutions governing the Terms and Conditions of Employment for **Safety** Senior Management, Management, Unrepresented Confidential Employees, and Unrepresented Employees, and

WHEREAS, the Board wishes to clarify and modify the wages and benefits available to Senior Management, Management, Unrepresented Confidential Employees, and Unrepresented 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. FLSA STATUS - BUSINESS HOURS

- A. All **Safety** Senior Management, Management, Unrepresented Confidential Employees, and Unrepresented Employees, hereinafter "Employees", are salaried employees and are exempt from Fair Labor Standards Act (FLSA), with the exception of those classifications listed below in section 2 (D) and (E), which are non-exempt and subject to compensation for overtime.
- B. Employees are responsible for keeping their supervisors apprised of work schedule and location. Employees work schedule must satisfy work place requirements as determined by their supervisor.

2. **EMPLOYEES POSITIONS COVERED UNDER THIS RESOLUTION
(SAFETY POSITIONS ONLY)**

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

| | |
|-----------------|-------------------------|
| Deputy Chief | Chief Financial Officer |
| Assistant Chief | |

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

| | |
|---------------------|--------------------------------|
| CQI Manager | Fleet Manager |
| Logistics Manager | Information Technology Manager |
| Deputy Fire Marshal | Human Resources Manager |
| Facility Supervisor | Asst. Fleet Manager |

- C. The members of Unrepresented Confidential Employees who are FLSA exempt include any **Safety** person employed in, or assigned to, the following classifications:

FLSA Exempt:

| | |
|---------------------------------|---------------------|
| Board Clerk | Financial Analyst |
| Senior Staff Admin. Coordinator | Purchasing Agent |
| Office Manager | Staffing Specialist |
| Human Resources Analyst | Project Manager |

- D. The members of Unrepresented Confidential Employees who are FLSA non-exempt include any **Safety** person employed in, or assigned to the following classifications:

FLSA Non-Exempt:

| | |
|-----------------------|----------------------------|
| Legal Secretary | Secretary |
| Accounting Supervisor | Human Resources Technician |

- E. The members of Unrepresented Employees include any **Safety** person employed in, or assigned to, the following classifications:

| | |
|--------------------------------|--------------------------|
| Info Infrastructure Technician | Help Desk Technician |
| Network Systems Technician | Electronics Technician |
| Computer System Technician | Health & Fitness Program |
| Telecommunications Technician | Manager |

3. ADMINISTRATIVE LEAVE

In express recognition of being "exempt" under the provisions of *Abshire v. County of Kern* (908F.2d 483 (9th Cir. 1990)) each 40 hour day shift Senior Management and Management employee shall receive eighty (80) hours of Administrative Leave each calendar year and each 56 hour Senior Management and Management employee shall receive one hundred and twelve (112) hours of Administrative Leave each calendar year. Exempt Unrepresented Confidential Employees shall receive forty (40) hours of Administrative Leave each calendar year. Administrative Leave shall be accrued and used in the same manner as vacation.

Should the management team successfully implement a plan to address unfunded pension and OPEB liabilities the District will consider implementing a management leave incentive in place of the administrative leave article, utilizing the equivalent hours listed above.

4. COMPENSATION

For years one through three, all non-safety personnel covered in this resolution will obtain an annual salary increase of four percent (4%). The salary increase will take place on the 1st of January for years 2007, 2008 and 2009.

For years of 2010 and 2011 the wages will be determined by the Fire Chief and Board of Directors.

- A. 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.

5. UNIFORM ALLOWANCE

All Employees shall receive a uniform allowance in the amount of:

40 hour - \$840.00 per year

56 hour - \$800.00 per year

6. Vacation Leave

- A. Employees shall accrue vacation leave (VL) as shown in the schedule below. The hours shown reflect full-time employment. Employees hired after January 1 or who terminate employment before December 31 shall have their accrual of vacation leave adjusted on a pro-rata basis counting each full month of employment. Accrual steps are as follows:

| Months of Service | 40 hour personnel | 56 hour personnel |
|-------------------------------|-------------------|-------------------|
| 1 to 60 | 103 hours/year | 144 hours/year |
| 61 to 120 | 154 hours/year | 216 hours/year |
| 121 to 180 | 189 hours/year | 264 hours/year |
| 181 to 240 | 206 hours/year | 288 hours/year |
| 241 or more ** (see F) | 223 hours/year | 312 hours/year |

- B. Employees use of Vacation Leave, normally must be approved in advance by their supervisor. Partial day use of VL is allowed with approval of supervisor.
- C. At the time of termination or retirement, any unearned VL that has been used by the employee will be reimbursed to the District.
- D. At the time of termination or retirement, any unused VL in the Employee's account shall be paid off at the Employee's total hourly rate of pay, inclusive of all incentives.
- E. Maximum Carryover. Each Employee may carry over a maximum of 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. In no event shall the District be required to pay any employee more than the maximum accrual. However, by application to the Fire Chief, an employee's maximum accrual may be waived to other specific conditions.

7. HOLIDAYS

Safety Employees shall receive those holidays which are recognized for all other employees of the District. At the employee's discretion, the hours listed below may either be used or sold for cash value. If sold for cash value, said holiday time is reportable to PERS for retirement purposes.

40 hour 103 hours (144/1.4)

56 hour 144 hours

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

A. If an employee's scheduled day off is either Friday, or Monday, during a standard District workweek in which a recognized holiday falls, the following shall apply:

1. If the holiday falls on a Friday, the preceding day may be recognized; if the holiday falls on a Monday, the following day may be observed.
2. If the recognized holiday falls on a Saturday, the preceding Friday may be considered the employee's holiday.
3. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When at holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

8. BEREAVEMENT LEAVE

Shall be allowed up to five (5) consecutive work days (three (3) shifts for 56 hour personnel) off with pay, in the event of death in the immediate family. Immediate family includes the employee's current spouse, child, step or foster child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, step parents, foster parents, or any relative residing in the employee's household. This leave shall not be deducted from sick leave or vacation leave. Reasonable additional time off with pay may be granted by the Fire Chief.

9. SICK LEAVE

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

- A. Accumulation shall be at the rate of 15.75 hours per month for day personnel and 22.00 hours per month for shift personnel.

If a day employee utilizes forty (40) hours or less of undocumented SL per calendar year, an additional 17.60 hours of SL will be added to the employee's SL account.

If a shift employee utilizes fifty-six (56) hours or less of undocumented SL per calendar year, an additional 24.00 hours of SL will be added to the employee's SL account.

The audit of SL use will be commensurate with the annual SL sell back option.

- B. Sick leave shall be accumulated on an unlimited basis;
- C. An Employee who has exhausted his/her sick leave may be granted an extension of sick leave, with the recommendation of the Fire Chief, at the sole discretion of the Board;
- D. Employees may be compensated by the District for accrued sick leave subject to the following conditions:
 - 1) Employees are eligible to receive compensation annually for accrued sick leave provided that a minimum of 1000 hours of sick leave for shift personnel, or 741 hours of sick leave for day personnel is in the employee's "A" bank as of June 30.
 - 2) The employee may relinquish up to 50% of the sick leave hours accrued by the employee in the previous year from July 1 to June 30, less the number of hours of sick leave used by the employee during that period. Relinquishment to the District will be at one hundred percent (100%) of the employee's hourly rate of pay in effect on December 1.

- 3) Employee must notify the District in writing not later than October 31 of their election to be compensated for sick leave. The election is at the sole discretion of the employees.
- 4) District compensation for sick leave will normally be paid to the employee not later than December 15.

E. "A" Bank and "B" Bank

- 1) 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;
- 2) 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.

F. At the Employee's option, upon service retirement or disability retirement, the District will pay off up to thirty-two percent (32%) of the Employee's accumulated "A" Bank sick leave. This option will increase by two percent (2%) per year for each and every year of this Agreement.

1. For the year 2008, the sellback will increase to thirty-four percent (34%).
2. For the year 2009, the sellback will increase to thirty-six percent (36%).
3. For the year 2010, the sellback will increase to thirty-eight percent (38%).
4. For the year 2011, the sellback will increase to forty percent (40%).

The Employee must notify the District no later than 15 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within 15 days will result in all unused sick leave being reported to the Public Employees' Retirement System (PERS) as additional service credit.

- 1) The total upon which the payoff is 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 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 will provide up to **\$103.92** per month per employee, toward the cost of the District's plan. There shall be a benefit escalator not to exceed ten percent of the amount set forth in this section. If the premium increases above the escalator of ten percent, the balance shall be paid by the employee.

B. Vision Care Plan

The District will provide up to **\$18.75** per month per employee, toward the cost of the District's plan. There shall be a benefit escalator not to exceed ten percent of the amount set forth in this section. If the premium increases above the escalator of ten percent, the balance shall be paid by the employee.

C. Medical

The District shall provide Employees and dependents with a medical plan. Effective December 1, 2000, the required maximum District monthly contribution shall not exceed the higher amount between Kaiser North and Blue Shield for the employee plus two or more dependents coverage premium.

- 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 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 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

Upon retirement, medical coverage will be paid by the District for both the Employee and dependents in accordance with Section 22810 of the Government Code which provides:

... Any annuitant, who at the time he or she became an annuitant was enrolled in a health benefits plan, may continue his or her enrollment as provided by regulations of the board, without discrimination as to premium rates or benefit coverage.

11. RETIREMENT BENEFITS

A. Employer-Paid Member Contributions

For all Employees, the District will take all necessary steps to treat Employer-Paid Member Contributions (EPMC) as PERS reportable compensation. This provision shall apply to both safety and miscellaneous members.

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) Highest one year (12 months) salary;
- 2) The District will provide 1959 Survivor's Benefit at Level 4, with the employees paying the two dollars (\$2.00) employee contribution.

Should the management team successfully implement a plan to address unfunded pension and OPEB liabilities the District will consider implementing additional survivor benefits offered through PERS.
- 3) One-half Continuance Benefit;
- 4) 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;
- 5) Safety Retirement shall be three (3%) at 50.
- 6) District Contribution/Conversion
 - a. The District shall pay to PERS the Employee's contribution to their PERS Retirement Plan not to exceed nine percent (9%) for Safety Employees. Such payments shall be made payable to the Employee's own PERS account;
 - b. The tax/retirement and other consequences, if any, of the above-referenced benefit are the responsibility of the Employee.

12. EDUCATION and LONGEVITY INCENTIVES

- A. Employees 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.
- B. Employees who possess a certificate in Fire Science or Fire Technology from a Community College shall receive an additional three percent (3%) of base pay.
- C. Employees who possess an Associate Degree shall receive an additional three and one-half percent (3.5%) of base pay.
- D. Employees 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.
- E. All above referenced Certification Programs combined shall not exceed seven percent (7%) of base pay.
- F. Employees 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.
- G. Employees who possess a Fire Science AS degree or a Fire Science Certificate, and any other Bachelor Degree, shall receive an additional three percent (3%) of base pay.
- H. The maximum amount an employee may receive in educational incentives is ten and one half percent (10.5%) of base pay.
- I. In addition to the above educational incentives employees 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.

J. The following language shall sunset effective December 31, 2007. Only existing personnel granted this benefit by the previous Fire Chief will be allowed to continue receiving the benefit until the sunset date. Effective Jan 1, 2008, all personnel shall be required to meet the criteria as established in items A. through I. of this section.

PREVIOUS LANGUAGE SUBJECT TO SUNSET CLAUSE:

For incumbent Senior Management employees from either the former American River Fire District or the former Sacramento County Fire Protection District the Fire Chief has the sole discretion to consider management experience and professional development in lieu of certification or degree completion. Access to Educational Incentive for Senior Management promoted on or after December 1, 2000 shall be granted pursuant to the criteria set forth above items a. through g of this Section.

K. **Longevity Pay.** Longevity incentive shall be paid at the rate of two percent (2%) of base salary effective upon ten (10) years of service to the District. Upon fifteen (15) years of service to the District an additional two percent (2%) of base salary shall be applied. Upon twenty years (20) of service to the District an additional two percent (2%) of base shall be applied. Upon Twenty-five years of service to the District an additional two percent (2%) of base shall be applied. In no case shall the total longevity incentive exceed a maximum of eight percent (8.0%) of base salary for those eligible.

13. AT-WILL EMPLOYMENT

All members of Senior Management, Management, and Unrepresented Confidential Employees serve at the pleasure of the Fire Chief. Appointments are made by the Fire Chief. Release from appointment shall be affected only by the Fire Chief, with an appeal right to the Board of Directors. Any Employee released, without cause, shall be permitted to "bump back" to a lower classification, for which (s)he is qualified, as assigned by the Fire Chief. A "bump back" employee shall receive a maximum ten percent (10%) reduction in salary and shall have that salary "Y-Rated". During such time as a "bump back" employee's salary remains above the top step for an assigned classification, that employee shall not receive further salary increases.

14. DAY SHIFT CONVERSION

As this resolution shall affect employees working both a forty (40) hour workweek and a fifty-six (56) hour workweek, where appropriate the 1.4 conversion factor will be applied.

16. EQUITY ADJUSTMENTS

- A) It is the intent of the District to maintain a compensation parity increase for the **Safety** classifications. The "Metro" agencies identified are to be utilized for the purposes of establishing a "parity survey." The compensation items utilized for comparison will be based on monthly compensation, medical contributions, and retirement contribution.
- B) The "parity survey" of the identified fire agencies will take place each and every **November** of said year. The survey will identify the top five (5) fire agencies within the total "Metro" parameters. **The survey will utilize Fire Captain salaries to determine the top five (5) fire agencies.** Once the top five (5) agencies have been identified, as set forth by the preceding criteria, the Fire Chief, or his/her designee, agrees to establish the average compensation **for each job classification.** A compensation adjustment will then be established to move the job classifications to the appropriate average monthly compensation. This adjustment will take place the following month of January of the new-year.
1. When the survey of comparable agencies takes place in the month of **November**, it is the intent to capture any and all compensation adjustments that will take place in the following year of all comparable agencies.
 2. This will ensure that the compensation adjustments will be commensurate to the same time frame as the compensation period.
- C) **Each job classification will be evaluated to determine if an adjustment is necessary.** The salary adjustment will be capped at four percent (4%) for years 2007, 2008, and 2009. This compensation adjustment will be compounded upon the previously identified four percent (4%) increase in wages. (#4)

D)

“Metro” Agencies

Alameda County
Contra Costa County
Kern County
Long Beach City
Los Angeles City
Los Angeles County
Oakland City
Orange County
Sacramento City
San Diego City
San Francisco City
San Jose City
Ventura City

E)

For the years 2010 and 2011, the salary adjustment as identified in this Agreement will cease. The Fire Chief, with Board approval, will determine if parity adjustments will be implemented in the years 2010 and 2011.

Staffing and 1000 Account Costs

A)

If the agreed upon method for compensation adjustment causes the 1000 account of the District's Budget to exceed eighty-five percent (85%) of the renewable revenues for any time period greater than three (3) months, the District will re-evaluate all cost provisions in this resolution. The Fire Chief, at his sole discretion, will make necessary changes to wages and benefits to bring the District's 1000 account to less than eighty-five (85%) of the renewable revenues.

ON A MOTION by Director Granados seconded by

Director Valley, the foregoing resolution was passed

and adopted this 11th day of January, 2007, by the following vote

to wit:

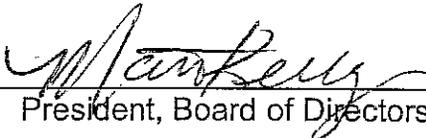
AYES: Granados, Kelly, Lawson, Valley, Trujillo

NOES: None

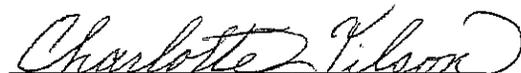
ABSTAIN: None

ABSENT: Engellenner, Goold, Jones

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: 
President, Board of Directors

Attested By:


Clerk of the Board