

Resolution No. 2117-2021

**RESOLUTION OF THE MENLO PARK FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS APPROVING SALARY AND BENEFIT CHANGES FOR
UNREPRESENTED CHIEF OFFICERS**

WHEREAS, the Board of Directors received a report from the Interim Fire Chief; and

WHEREAS, the Compensation Plan for Chief Officers Unrepresented Personnel is expiring January 1, 2022; and

WHEREAS, all terms and conditions of employment set forth in the July 10, 2018 to January 2022 Chief Officers Unrepresented Personnel Compensation Plan (including previous Board approved amendments to this Compensation Plan) not modified by this Resolution shall continue in effect until such time as changes to such provisions are approved by the Board of Directors; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Directors of the Menlo Park Fire Protection District approve the following salary and benefit changes for the Unrepresented Chief Officers:

1. **Wages** – Language to Replace Section I.B.2-Compensation Adjustment Authorization until I.B.2.a begins.

Effective the first full pay period in January 2022, the pay ranges for all classifications covered by this Compensation Plan will be increased by the change in the U.S. Department of Labor San Francisco Area CPI-U from October 2020 to October 2021 with a minimum of 2.5% and a maximum of 3.0%. Effective the first full pay period in January 2023, the pay ranges for all classifications covered by this Compensation Plan will be increased by the change in the U.S. Department of Labor San Francisco Area CPI-U from October 2021 to October 2022 with a minimum of 2.5% and a maximum of 3.0%.

2. **Residency Stipend** – Language to Replace Section II.D-Residency Stipend in its entirety.

In the interest of supporting employees who choose to live in close proximity to the District for faster response in an emergency, the District will provide chief officers with a tiered residency stipend benefit. The following shall be paid to those who live within the designated number of driving miles from 170 Middlefield Road, Menlo Park, CA 94025:

- a. For employees living with 10 driving miles: \$1000 month stipend
- b. For employees living with 20 driving miles: \$800 month stipend
- c. For employees living with 30 driving miles: \$600 month stipend

Employees who live within 10, 20 or 30 “air miles” of 170 Middlefield Road, Menlo Park, CA 94025 on January 1, 2022 shall be grandfathered as a recipient of the residency stipend amounts listed above based on the same number (10, 20 or 30) of driving miles from 170

Middlefield Road, Menlo Park, CA 94025 until such time as their residence changes. At and after their residence changes, these employees will no longer be grandfathered and will be eligible for a residency stipend based on the driving miles requirements set forth above, as applicable to other Chief Officers. The residency stipend will not be reported as compensation for purposes of pension benefits.

3. **Backfill Stipend** – Language to Replace Section II.C-Backfill Stipend in its entirety.

When a Battalion Chief is required to perform significant program management obligations outside regular scheduled hours or when either a Battalion Chief or Division Chief is called to duty to cover in the absence of a shift employee, and the Fire Chief deems it necessary to have the employee provide this coverage, the employee will be paid a stipend equal to 1.5 times the hourly rate for the mid-point of the salary range for the applicable classification as of the first full pay period in February each year, which rate shall remain in effect until the first full pay period in February of the next year, in increments of not less than four (4) hours. This pay is not considered Special Compensation and will not be reported to CalPERS. During the first 12 months of the new Fire Chief's tenure, the Fire Chief shall evaluate the use and need for these backfill stipends, including the efficacy of having Chief Officers versus other personnel or contractors perform the work and program responsibilities resulting in backfill stipends.

4. **Deployment Stipend** – Language to Replace Section II.A.1-Deployment Stipend in its entirety.

Compensation for time worked on deployment shall be in conformance with the District guidelines and Policies and Procedures, and equal to 1.5 times the hourly rate for the mid-point of the salary range for the applicable classification as of the first full pay period in February each year, which rate shall remain in effect until the first full pay period in February of the next year. This pay shall not be included as Special Compensation as defined by CalPERS. Clarification on when this compensation shall apply is outlined below.

OES/Wildland/FEMA Deployments – When a Chief Officer is sent on deployment, as required by the Fire Chief, the Chief Officer shall be paid as set for the above, as follows:

- a. When a Battalion Chief is deployed on days he or she is not normally scheduled to work, with a full 24-hour shift starting at 7:00 AM to 6:59 AM the following day. However, normally scheduled days shall be paid at the regular rate while deployed.
- b. When a Division Chief or higher is deployed, as required by the Fire Chief, they shall be paid as set forth above on days the employee is not normally scheduled to work. On days the employee is normally scheduled to work, the employee shall be paid their salary plus the pay set forth above for each hour worked in addition to the normally scheduled day. Time for each 24-hour shift shall start at 12:00 AM to 11:59 PM.

5. **Post-Employment Plan Health Plan** - Language to Replace Section II.H.4-PEHP (Post Employment Health Plan) 501c Plan in its entirety.

Effective January 2022, the Fire District will contribute to each employee \$1,000/month towards PEHP. Nationwide Insurance Group manages this plan.

6. **Health Benefit Allowance** – Language to Replace Section II.H.2-Active Employee Health Plan, its entirety.
 - a. Effective January 1, 2022, the Health Benefit Allowance and the maximum District contribution towards medical premiums for eligible full-time employees in each employee category (employee only, employee + 1, employee + family) shall be up to the median of CalPERS Region 1 Premiums for which these employees are eligible, which amount includes the statutory PEMCHA minimum.
 - b. The District's total maximum contribution towards medical premiums is pro-rated based on hours in a paid status for new employees, separating employees, employees on a non-qualifying FMLA/CFRA leave and eligible part time employees.
 - c. In the event premiums and/or costs for the benefits selected by the employee exceed the amount in the Health Benefits Allowance, the balance will be paid by the employee through automatic pretax payroll deduction, as allowed under Internal Revenue Code Section 125. An employee may allocate monthly Health Benefit Allowance amounts not exhausted for the purchase of health insurance to benefits provided under the Flexible Benefits Plan, which currently consists of the health flexible spending arrangement (Health FSA), depending care flexible spending arrangement (DC FSA), and voluntary life insurance for the employee (not for a spouse or dependent) up to the maximum life insurance policy limit. Employees may not allocate more than \$500 per year of District-provided flex credits to their Health FSA account. Also, and although there is no specific limit on the amount of District-provided flex credits that can be allocated to the DC FSA, the maximum annual amount that can be reimbursed under the DC FSA is \$5,000 per year. This means that any District-provided flex credits that an employee allocates to their DC FSA would reduce the amount the employee can contribute to the DC FSA through salary reduction, so that the maximum of \$5,000 is not exceeded. Any unallocated amount of District-provided Health Benefit Allowance shall be forfeited at the end of the calendar year.
 - d. For ACA purposes, the initial measurement period shall be the first 90 days of employment. Employees averaging above 30 hours of employment, shall be offered health benefits in accordance with law and pro-rated on their percentage of full-time employment.
7. **Medical Benefit Waiver** – Language to Replace Section II.H.3-Medical Benefit Waiver Program in its entirety.

If a regular employee and/or the employee's dependent(s) are eligible for and elect to

receive medical insurance through another non-District employer-sponsored or association medical plan, the employee may choose to waive his/her right to the District's medical insurance. No cash payments will be made to the employee for waiving coverage. The employee must provide proof of their coverage under another health plan or will be automatically enrolled in the lowest cost plan offered by the district.

Employees qualifying to waive District medical insurance shall receive a \$700/month Health Benefit Allowance that may be used for other benefits provided under the Flexible Benefits Plan, which currently consists of the health flexible spending arrangement (Health FSA), dependent care flexible spending arrangement (DC FSA), and voluntary life insurance for the employee (not for a spouse or dependent) up to the maximum policy limit, subject to the following conditions:

- a. Employees may not allocate more than \$500 per year of District-provided Health Benefit Allowance to their Health FSA account.
- b. Although there is no specific limit on the amount of District-provided Health Benefit Allowance that can be allocated to the DC FSA, the maximum annual amount that can be reimbursed under the DC FSA is \$5,000 per year. This means that any District-provided Health Benefit Allowance that an employee allocates to their DC FSA would reduce the amount the employee can contribute to the DC FSA through salary reduction, so that the maximum of \$5,000 is not exceeded.
- c. Any unallocated amount of District-provided Health Benefit Allowance for employees that waive the District's group health coverage shall be forfeited at the end of the calendar year.

8. Education Reimbursement – Section II.N - New Section

The District may reimburse the cost of tuition, enrollment fees and books for courses which employees take at accredited colleges or universities, as well as specialized professional development classes, seminars or programs. These courses must, in the opinion of the employee's supervisor and Human Resources, increase employees' competence in their present job or prepare them for advancement in the District. Employees must receive advance approval prior to commencement of the applicable course, seminar or program. Part of this approval process will consider whether the course, seminar or program should occur outside an employee's regular schedule or will be permitted to occur in whole or in part during scheduled work hours and, if the latter, whether the employee will be required to use accrued leave hours to attend. An employee must be employed with the District when the course is completed to qualify for reimbursement. Receiving below a "C" grade or poor work performance during the course will result in the education reimbursement being denied.

The employee must obtain and submit to Human Resources receipts for tuition, enrollment fees and books, and evidence of satisfactory completion of the course with a grade of "C" or better. The phrase "evidence of satisfactory completion of the course" shall mean a transcript, college issued grade slip, report card, certificate or notice of completion or any

other official notice of satisfactory completion issued by the organization providing the class (es) or training. For college classes, "With a grade of "C" or better" shall mean a grade of C or better, or a grade of Pass if the class is offered or taken Pass/Fail. The Fire Chief or designee retains ultimate and sole discretion to approve requests and specific items sought to be reimbursed.

9. **Uniforms** – Language to replace Section II.G-Uniforms in its entirety

Chief Officers may be reimbursed for the cost, maintenance, cleaning and alterations of their uniforms up to \$900 per year. Chief Officers shall submit receipts justifying all expenditures to Finance no later than June 15 for reimbursements in July and no later than December 15 for reimbursements in January of the following year. If an employee's uniform is damaged during execution of their duties and cannot be repaired, the District shall replace the damaged uniform element(s).

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the Board of Directors of the Menlo Park Fire Protection District at its regular meeting held on the 21st day of December 2021, by the following vote:

AYES: MCLAUGHLIN, BERNSTEIN, JONES, KIRALY, AND SILANO

NOES:

ABSENT:

ABSTAIN:

ATTESTED:

APPROVED:


Michelle Kneier, Clerk of the Board


James McLaughlin, Board President