



TODD HARMS  
Fire Chief

# Sacramento Metropolitan Fire District

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## RESOLUTION NO. 2022-105

### A RESOLUTION AFFECTING NON-SAFETY SENIOR MANAGEMENT, MANAGEMENT, and UNREPRESENTED CONFIDENTIAL EMPLOYEES

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

On December 8, 2022

**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. 2022-021, a Resolution Affecting Non-Safety Senior Management, Management and Unrepresented Confidential Employees, adopted by the Board of Directors of the Sacramento Metropolitan Fire District on March 10, 2022, all amendments thereto, and all prior resolutions governing the terms and conditions of employment for Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees; and

**WHEREAS**, the Board wishes to clarify and modify the wages and benefits available to Non-Safety employees in the categories of Senior Management, Management, and Unrepresented Confidential Employees;

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

#### 1. POSITIONS COVERED UNDER THIS RESOLUTION

- A. Non-Safety Senior Management employees include any person employed in, or assigned to, the following classifications:

Chief Financial Officer  
Chief Development Officer

- B. Non-Safety Management employees include any person employed in, or assigned to, the following classifications:

Director of Information Technology  
Economic Development Manager  
Facility Manager  
Controller

Fleet Manager  
Human Resources Manager  
Logistics Manager  
Communications Manager  
CQI Manager  
Grant / Economic Development Coordinator  
Assistant Logistics Manager  
Assistant Fleet Manager

- C. Non-Safety Unrepresented Confidential employees who are FLSA exempt include any person employed in, or assigned to, the following classifications:

Network Systems Engineer  
Computer Systems Supervisor  
Purchasing Agent  
Accounting Supervisor  
Human Resources Analyst  
Facilities Supervisor  
Administrative Analyst  
Business Application Analyst  
Payroll Analyst  
Financial Analyst  
Board Clerk  
Office Manager  
Workers' Compensation Coordinator  
Staffing Specialist  
Senior Staff Administrative Coordinator / Fire Chief's Secretary  
Procurement Specialist  
Accounting Specialist  
Human Resources Specialist  
Payroll Specialist  
Administrative Specialist

- D. Non-Safety Unrepresented Confidential employees who are FLSA non-exempt include any person employed in or assigned to the following classifications:

Network Systems Administrator  
Database Technician  
Communications Technician III  
Communications Technician II  
Computer Systems Technician  
Warehouse Supervisor  
Health & Fitness Program Manager  
Help Desk Technician

## 2. FLSA STATUS & BUSINESS HOURS

- A. All Non-Safety Senior Management, Non-Safety Management, Non-Safety Unrepresented Confidential Employees are exempt from Fair Labor Standards Act (FLSA) over time requirements and are therefore

paid a salary, with the exception of those classifications listed above in Section 1 (D), which are non-exempt and subject to compensation for overtime.

- B. For non-exempt employees, all hours worked in excess of the employee's regularly scheduled hours shall be compensated at the rate of one and one-half times the employee's base wage exclusive of incentives. CTO hours will be compensated at the employee's base hourly compensation rate, including incentives.

Effective each employee's first full FLSA work period beginning on or after September 1, 2019, all paid leave will be considered "hours worked" for purposes of determining District overtime.

- C. 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.

### **3. ADMINISTRATIVE LEAVE**

In express recognition of being "exempt" under the provisions of Federal and State Law, each Senior Management, Management, and Exempt Unrepresented Confidential employee (those listed in sections 1(A)-(C) above) shall receive eighty (80) hours of Administrative Leave each January 1<sup>st</sup>, subject to a 80-hour maximum accrual in the Administrative Leave Bank. Employees hired or promoted on a day other than January 1<sup>st</sup> shall have their accrual of Administrative Leave for that year adjusted on a pro-rata basis. Any hours remaining in the Administrative Leave Bank as of December 31<sup>st</sup> will roll over to the next year and will reduce the January 1<sup>st</sup> earning such that the 80-hour maximum accrual will not be exceeded. These hours shall not be credited at a later date, even if the balance subsequently falls below hours. Administrative Leave is not eligible for any sell back opportunities. At the time of termination or retirement, any unused Administrative Leave in the employee's account shall be paid off at the employee's total hourly rate of pay, inclusive of all incentives.

### **4. COMPENSATION**

For the term covering January 1, 2023 through December 31, 2024, employees covered by this Resolution are subject to the following wage increases.

Effective the first full pay period in January 2023, employees will receive 5.0% base wage increase. The monthly wage scale below includes this base wage increase.

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:**

<b>MONTHLY BASE PAY</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Chief Financial Officer				17,772.73	18,658.22
Chief Development Officer				17,772.73	18,658.22
Director of IT	11,943.09	12,536.93	13,160.82	13,816.11	14,504.13
Economic Development Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Facility Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Controller	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Fleet Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Human Resource Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Logistics Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
Communications Manager	9,948.44	10,442.85	10,962.12	11,507.54	12,079.14
CQI Manager	9,859.49	10,348.66	10,862.71	11,402.93	11,969.24
Chief Pilot	9,756.18	10,240.13	10,747.61	11,279.96	11,839.77
Grant / Economic Dev Coordinator	9,735.24	10,219.20	10,726.68	11,260.34	11,820.15
Assistant Logistics Manager	8,841.89	9,281.38	9,741.80	10,225.74	10,733.22
Assistant Fleet Manager	8,841.89	9,281.38	9,741.80	10,225.74	10,733.22
Network Systems Engineer	9,554.75	10,029.55	10,527.87	11,051.07	11,600.40
Computer Systems Supervisor	8,979.24	9,425.25	9,893.50	10,385.30	10,900.64
Purchasing Agent	8,369.73	8,784.33	9,219.91	9,677.69	10,157.71
Accounting Supervisor	8,149.97	8,554.16	8,977.93	9,423.95	9,892.21
Human Resources Analyst	7,994.33	8,390.64	8,806.59	9,243.42	9,702.57
Facilities Supervisor	7,884.47	8,275.53	8,686.25	9,117.89	9,570.44

Administrative Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Business Application Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Payroll Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Financial Analyst	7,838.69	8,227.16	8,635.22	9,064.24	9,514.21
Board Clerk	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Workers Compensation Coordinator	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Office Manager	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Staffing Specialist	7,171.62	7,527.38	7,900.14	8,291.25	8,701.95
Sr. Staff Administrative Coordinator/Fire Chief's Secretary	6,619.64	6,947.93	7,291.94	7,652.95	8,032.26
Procurement Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Accounting Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Human Resources Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Payroll Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Administrative Specialist	5,292.06	5,553.66	5,828.33	6,116.08	6,418.23
Network Systems Administrator	8,639.16	9,068.19	9,518.11	9,990.29	10,486.00
Database Technician	8,149.97	8,554.16	8,979.24	9,425.25	9,893.50
Communications Technician III	7,285.40	7,646.40	8,025.73	8,423.35	8,841.89
Communications Technician II	7,104.89	7,456.74	7,826.90	8,215.37	8,623.48
Computer Systems Technician	5,966.95	6,262.58	6,571.24	6,896.96	7,238.32
Warehouse Supervisor	5,897.64	6,189.30	6,495.39	6,817.15	7,154.61
Health & Fitness Program Manager	5,586.35	5,862.33	6,152.70	6,457.46	6,776.61
Help Desk Technician	4,690.38	4,921.92	5,163.89	5,418.96	5,687.08

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

Effective January 1, 2024, employees will receive a base wage increase of 3.0% plus an equity adjustment based on the percentage of change in net taxable value of property in the District based on the Sacramento County Assessor FY 2023/24 Combined Tax Rolls compared to the FY 2022/23 Combined Tax Rolls. The amount of the January 1, 2024 base wage increase will be governed by the following chart:

FY 2023/24 Net Taxable Value Increase	2024 Equity Adjustment
3.4% or less	0%
3.5% to 4.4%	1.0%
4.5% to 5.4%	2.0%
5.5% or more	3.0%

**5. UNIFORM ALLOWANCE**

Uniform allowance is included in base pay.

**6. PAID TIME OFF (PTO)**

- A. Employees shall accrue Paid Time Off (PTO) as shown in the schedule below. The hours shown reflect full-time employment. PTO shall be credited monthly on the last day of the month. Employees hired on a day other than the first of the month shall have their accrual of PTO for that month adjusted on a pro-rata basis. Accrual steps are as follows:

Months of Continuous Service with the District	Accrual Rate	Maximum Accrual Balance
1 to 24	245.16 hours/year (20.43 hours/month)	408.60 hours
25 to 60	279.48 hours/year (23.29 hours/month)	465.80 hours
61 to 120	293.16 hours/year (24.43 hours/month)	488.60 hours
121 to 180	305.16 hours/year (25.43 hours/month)	508.60 hours
181 to 240	353.16 hours/year (29.43 hours/month)	588.60 hours
241 or more	377.16 hours/year (31.43 hours/month)	628.60 hours

- B. Employees' use of PTO normally must be approved in advance by their supervisor. Partial day use of PTO is allowed with approval of supervisor.
- C. At the time of termination or retirement, any unused PTO in the employee's account shall be paid off at the employee's hourly rate of pay.

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 PTO leave time until the employee's balance is below the twenty (20) month maximum. In no event shall the District be required to pay an employee more than the maximum accrual.

E. PTO 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 PTO 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**

The District shall observe official holidays in accordance with the following designated holiday schedule. The District's offices may be closed on observed days for designated holidays and employees who would otherwise have worked on such days shall utilize PTO, unless otherwise mutually agreed to by the Fire Chief or his designee and the employee. The designated holidays shall be as follows:

- |     |                             |                                  |
|-----|-----------------------------|----------------------------------|
| 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)                        |

A. When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday.

**8. BEREAVEMENT LEAVE**

Employees shall be allowed up to five (5) work days off with pay, in the event of death in the immediate family. For the purposes of this section, immediate family includes the employee's spouse, child, mother, father, grandchild, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-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. 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. This leave shall not be deducted from sick leave or PTO leave. 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.

At the Fire Chief's discretion, bereavement leave for other persons not listed above may be approved without loss of pay or benefit.

## 9. SICK LEAVE

- A. Employee's accumulation and disposition of sick leave shall be as follows:
  - 1. Personnel shall accumulate sick leave at the rate of 206.64 hours per calendar year (17.22 hours per month).
  - 2. Sick leave shall be accrued and recorded at the end of each month, and such leave shall be accumulated on an unlimited basis.
- B. Sick leave may be used for any of the reasons outlined in the District's Sick Leave Policy (Policy Number 02.2015.01).
- C. In the event that an employee exhausts his/her sick leave accrual, other leave banks will be exhausted in the following order: 1. Administrative Leave, 2. PTO accrual, 3. CTO accrual, 4. Donated leave pursuant to District policy, 5. Unpaid leave status.
- D. Employees shall use due diligence in reporting the foreseeable and unforeseeable need to use sick leave, as outlined in the District's Policies Manual. When the use of such leave is unforeseeable, the employee shall report the need for leave by 0815 hours.
- E. Employees may be compensated by the District for accrued, unused sick leave subject to the following conditions:
  - 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 567 hours, with measurement made as of each June 30 and notification to the employee no later than September 30.

- 2. The employee at his/her sole option, must notify the District no later than November 15 of their election to be compensated, including the total number of hours the employee wishes to sell. The notice shall be on a letter provided by the District. Failure to submit the request through the District's ESS system 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.
- F. At the employee's option, upon service retirement or disability retirement, the District will pay off 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 if service credit for each unused day of sick leave certified to the board by his or her employer.

## 10. CHILD BIRTH DISABILITY LEAVE

An employee who gives birth to a child may use up to a maximum of six weeks of paid leave after the birth of the child during the disability period. This paid leave is independent of other District accrued leave (SL, VL, PTO) and will run concurrently with protected leaves (FMLA/CFRA/PDL). The District shall require written confirmation of an employee's eligibility for this leave from the employee's health care provider. The Child Birth Disability Leave will commence on the date of childbirth and extend only so long as the employee is actually disabled by childbirth up to the six week maximum.

## 11. 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 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 cap. These contribution 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 shall continue to provide each miscellaneous employee participating in the PERS retirement plan for a paid long-term disability benefit plan at least equal to the current plan. Specific provisions and conditions of such benefits are contained in and available to applicable employees, in the plan document.
- H. 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.
- I. 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.

J. 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 new employees hired after March 25, 2011 and retiring from the District will obtain five percent (5%) credit per year towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

- K. 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.

## 12. 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 PEPRA ("classic miscellaneous members"), the full

member's PERS contribution shall be eight percent (8%) of the employee's compensation reported to PERS.

2. For employees who meet the definition of a "new member" under PEPRRA, the member's PERS contribution shall be 50% of normal cost, as determined by PERS.

#### 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 Miscellaneous members' shall be three percent (3%) at age sixty (60).
  - 2) Employees who qualify as "new members" under PEPRRA, shall be two percent (2%) at age 62.
5. 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.

### 13. SALARY CONTINUATION

An employee who is classified as a Miscellaneous (non-public safety) Employee and who is injured or disabled in the performance of his or her duties shall be entitled to injury leave with full pay and benefits for up to three (3) months from the date that injury leave commences should disability continue for that period. If an employee's disability is not permanent and stationary at the end of the three (3) months, the employee may use accrued leave or accrued Short Term Disability benefits on a coordinated basis with any workers' compensation up to full pay. When this option is used, any benefits from workers' compensation shall be assigned to the District with the leave used charged on a pro-rata share. Employment benefits will be maintained for such employees while receiving workers' compensation benefits whether or not such benefits are supplemented by other District leave benefits.

## 14. 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 recognized institution of education.

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 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. 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. FF1 and FF2 Certifications are excluded from the State Fire Marshal Certification Incentive.

**Fire Chief or designee shall have sole discretion in determining education certificate programs that qualify. Human Resources shall track approved education courses and appropriate incentives.**

- C. Employees who possess one or more Associate Degrees shall receive an additional six and one-half percent (6.5%) of base pay for the degree(s). Multiple degrees will not result in more than 6.5%.
- D. The above referenced Certification Programs and Degrees (Paragraphs 13(B) through 13(D)) combined shall not exceed seven percent (7%) of base pay.
- E. Employees who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional ten and one-half percent (10.5%) of base pay.
- F. The maximum amount an employee may receive in educational incentives and allowance is ten and one-half percent (10.5%) of base pay.
- G. Senior Non-Safety Management employees are excluded from this provision and are not entitled to any Education incentives or Continuing Education (CE) incentives.

- H. Unrepresented Management and Confidential employees covered by this Resolution (employees described by Paragraphs 1(B) through (C)) shall be eligible for Continuing Education (CE) incentive at five percent (5.0%) of base salary. CE's shall be granted per District Policy #141.01, Continuing Education Program – Unrepresented.

**15. STANDBY PAY**

- A. Tech Services personnel assigned to be on stand-by shall be paid four hundred dollars (\$400.00) per week or the daily pro-rate in addition to regular compensation and twelve (12) hours of PTO credit for duty on New Year's Day, 4<sup>th</sup> of July, Thanksgiving Day, and Christmas Day. The normal deduction of eight (8) hours PTO for holidays shall not apply. Stand-by pay will be added to the overtime compensation regular rate of pay calculation.

**16. AT-WILL EMPLOYMENT – SENIOR MANAGEMENT AND MANAGEMENT EMPLOYEES**

All Senior Management and 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 management or senior management positions who are terminated without cause 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 management or senior management employee.

**16. NON-AT-WILL EMPLOYMENT – CONFIDENTIAL EMPLOYEES**

Confidential employees do not serve at will, and may be disciplined or discharged only for cause. The causes for discipline and procedure for imposing or appealing from such discipline shall be as set forth in the most current Memorandum of Understanding between the District and the Administrative Support Personnel, Local 522.

**17. LONGEVITY PAY**

Senior Non-Safety Management, Non-Safety Management and Unrepresented Confidential 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 nine percent (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 twelve percent (12%) of base pay. The entire longevity pay incentive shall not exceed a maximum of twelve percent (12%) of base salary.

## **18. MEDICARE REIMBURSEMENT COST RECOVERY PROGRAM IGT INCENTIVES**

The following agreement between the District and Local 522 shall apply to all Unrepresented Employees. For the purposes of this section Unrepresented Employee allowances will be considered with "All other 522 members" and do not need to hold a current IAFF Behavioral Health Awareness certification as unrepresented employees are not eligible for this certification. The District will provide an equivalent certification course to obtain this allowance for unrepresented employees.

*In November of each calendar year, the District and Local 522 agree to meet regarding unanticipated revenues from the Medicare reimbursement cost recovery programs for purposes of providing Local 522 members additional compensation. If the actual total revenue from the combination of all Medicare reimbursement cost recovery programs, exceeds the 2022/2023 final budgeted Medicare reimbursement cost recovery revenue, which shall be no less than \$1,500,000, the District will allocate a one-time lump sum non-persable allowance to every Local 522 member in good standing and holding a current IAFF Behavioral Health Awareness certification. Allowances will be paid to members in accordance with the following thresholds:*

- A. *For increases in Medicare reimbursements between \$1,500,000 - \$2,499,999:*
  - 1. *Firefighters, EMTs and Paramedics- \$1500*
  - 2. *All other 522 members - \$1000*
  
- B. *For increases in Medicare reimbursements between \$2,500,000 - \$2,499,999:*
  - 1. *Firefighters, EMTs and Paramedics - \$3000*



2. All other 522 members - \$2000

C. For increases in Medicare reimbursements over \$3,000,000:

1. Firefighters, EMTs and Paramedics- \$4500

2. All other 522 members - \$3000

*For purposes of this Section, Medicare reimbursement cost recovery programs include, but are not limited to, GEMT CPE, GEMT QAF, PPGEMT, and VRRP IGT.*

**PASSED AND APPROVED** this 8<sup>th</sup> day of December 2022, by the following vote to wit:

**AYE:** Clark, Costa, Jones, Goold, Rice, Saylor, Sheetz, Webber, Wood

**NOE:** None

**ABSENT:** None

**ABSTAIN:** None

**SACRAMENTO METROPOLITAN FIRE DISTRICT**

By: *Cynthia Saylor*  
President, Board of Directors

Attested By:

*Melissa Powell*  
Clerk of the Board