

LIVERMORE-PLEASANTON FIRE DEPARTMENT  
JOINT POWERS AUTHORITY

ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. LPFD 98-01

**RESOLUTION ADOPTING MANAGEMENT  
COMPENSATION PLAN FOR THE  
LIVERMORE-PLEASANTON FIRE DEPARTMENT  
JOINT POWERS AUTHORITY**

WHEREAS, the cities of Livermore and Pleasanton formed a Joint Powers Authority to operate fire services; and

WHEREAS, the Joint Powers Authority Agreement delegated certain personnel duties to the Authority Board; and

WHEREAS, the delegated personnel functions include adopting an Employer-Employee Relations Policy, Personnel Rules, Management Compensation Plan, and designation of a Municipal Employee Relations Officer.

NOW, THEREFORE, THE LIVERMORE-PLEASANTON FIRE DEPARTMENT  
JOINT POWERS AUTHORITY BOARD RESOLVES AS FOLLOWS:

Section 1: The Board hereby adopts the attached Interim Management Compensation Plan for the City of Livermore-City of Pleasanton JPA.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

I HEREBY CERTIFY THAT THE FOREGOING WAS DULY AND  
REGULARLY ADOPTED BY THE LIVERMORE-PLEASANTON FIRE  
DEPARTMENT JOINT POWERS AUTHORITY BOARD, AT A MEETING HELD ON  
APRIL 6, 1998 BY THE FOLLOWING VOTE:

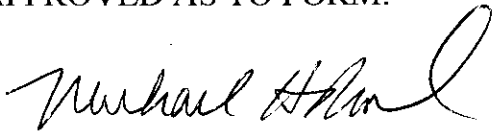
AYES: Boardmembers - Ayala, Michelotti, Weiskamp, and Chair Brown  
NOES: None  
ABSENT: None  
ABSTAIN: None

ATTEST:



Peggy L. Ezidro, Secretary of the Board

APPROVED AS TO FORM:



Michael H. Roush, Board Counsel

**LIVERMORE-PLEASANTON FIRE DEPARTMENT  
MANAGEMENT EMPLOYEE PERFORMANCE**

**INTERIM COMPENSATION PLAN**

**· 1997 - 1998**

**CITY OF LIVERMORE &  
CITY OF PLEASANTON JOINT POWERS AUTHORITY**

**November 1997**

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## Section 1. Introduction

- 1.1 **Purpose of the Plan.** This plan sets forth the compensation related personnel policies applicable to the JPA's Fire Department management employees.
- 1.2 **Preparation of the Plan.** The City Managers shall be responsible for the preparation of the plan. The City Managers shall submit the plan annually to the JPA Board for their approval.

## Section 2. Management Classifications

This plan sets forth the compensation policies and practices applicable to the following management classifications: Fire Chief, Deputy Fire Chiefs, Division Chief, Fire Marshal, Assistant Fire Marshal, CAD-Records Manager, EMS-Disaster Manager.

## Section 3. Salaries

- 3.1 **Management:** Effective September 1, 1997 the salary grades, grade assignments, and control points for management classifications shall be as set forth in Appendix A.

The administration of management salaries shall be in accordance with the provisions of the Management Base Salary Plan attached as Appendix B.

- 3.2 **Salary Setting Promotion**

When a management employee is promoted he/she shall be assigned a salary within their new classification salary grade that is at least five percent above the salary held in the former classification.

## Section 4. Performance Bonus

The City Managers may recognize a manager's specific accomplishments by authorizing a performance bonus. In the case of a middle manager, the Fire Chief must recommend the performance bonus. The performance bonus may be authorized for significant project accomplishments or significant cost savings beyond the normal high expectations of the management staff. All bonuses granted shall be in the form of a one-time payment.

## **Section 5. Special Compensation**

### **5.1 Standby Pay**

Deputy Chiefs assigned to a standby schedule shall be compensated in an amount equal to two percent (2%) of the Deputy Chief control point listed in Appendix A. Division Chiefs assigned to a standby schedule shall be compensated in an amount equal to seven and one-half percent (7.5%) of the Division Chief control point listed in Appendix A. Standby pay shall be paid biweekly.

## **Section 6. Health and Welfare**

All Management employees will receive health and welfare benefits the same as other comparable managers in their respective city's of employment.

## **Section 7. Leaves**

### **7.1(1) Observed Holidays.**

Annual observed holidays for managers on a 40 hr, Monday through Friday schedule are as follows:

- A. New Year's Day
- B. The third Monday in January, known as "Martin Luther King Day"
- C. The third Monday in February, known as "Washington Day"
- D. The last Monday in May, known as "Memorial Day"
- E. July 4th
- F. The first Monday in September, known as "Labor Day"
- G. The eleventh day of the eleventh month, known as "Veteran's Day"
- H. Thanksgiving Day
- I. The Friday following Thanksgiving Day
- J. Christmas Eve Day
- K. Christmas Day
- L. New Year's Eve

### **7.1(2) Holidays Falling on Saturday, Sunday or Scheduled Day Off**

When a holiday falls on a Sunday, the following Monday shall be observed; when a holiday falls on a Saturday, the preceding Friday shall be observed; except that if Christmas Eve day falls on a Saturday or Sunday, the preceding Friday shall be observed.

**7.2 Vacation**

**7.2(1) Vacation Eligibility/Allowance**

Management employees shall accrue vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Hour Accrual Rate Per Month</u>
First through fourth	6.667
Fifth through ninth	10.000
Tenth through fourteenth	13.334
Fifteenth	14.000
Sixteenth	14.667
Seventeenth	15.334
Eighteenth	16.000
Nineteenth and above	16.667

The maximum monthly accrual rate shall be 16.667 hours.

Note: On 8/1/98 the management leave rates will change to be the same as Local 1974's from that point forward.

**7.2(2) Vacation Leave Deficits and Accumulation**

Management employees must take two weeks of accrued leave annually. If the circumstances are such that a manager is unable to take any additional accrued annual vacation, said additional unused vacation may, with the knowledge of the City Managers be carried over.

**7.2(3) Vacation Schedule/Usage**

A. The scheduled use of vacation shall be approved in advance by the Fire Chief.

B. Vacation leaves of less than the employee's regular work day shall not be deducted from the employee's accrued vacation leave balance.

**7.3 Sick Leave**

### **7.3(1) Sick Leave Accrual**

- A. Each management employee shall earn sick leave at the rate of eight (8.0) hours for each month of service to a maximum accumulation of two thousand, eighty (2,080) hours of sick leave except as follows. Management employees may accumulate an unlimited number of sick leave hours, except, however, hours accumulated in excess of two thousand eighty (2,080) may be used only to apply toward additional years of service under the current PERS "Credit for Unused Sick Leave", Government Code, Section 20862.8.
- B. An employee on leave of absence with pay in lieu of temporary disability payments pursuant to Section 4850 of the Labor Code shall accumulate sick leave during said leave of absence, in accordance with the provisions of that section.

### **7.3(2) Sick Leave Usage**

- A. Management employees shall be eligible for sick leave with pay. Sick leave shall not be considered a right which an employee may use at his/her discretion, but shall be allowed only as follows:
  - 1. In cases of necessity and actual personal sickness or disability of the employee;
  - 2. For the care of, or attendance upon, the sickness or disability of members of the employee's immediate family or for bereavement because of the death of a member of the employee's immediate family. A maximum of forty (40) hours per year of sick leave may be used for this purpose. For purposes of this section, the immediate family shall consist of the spouse, children, parents, brothers, sisters, grandparents, or other individual whose relationship to the employee is that of a dependent.
    - (a) The Fire Chief shall grant such leave and determine the amount thereof.
  - 3. A management employee eligible for temporary disability payments may use accumulated sick leave in order to maintain his/her regular income, provided, however, that the employee shall be allowed a credit against sick leave to the extent that temporary disability payments are retained by the employer of record.
  - 4. In order to receive compensation while absent on sick leave, the employee shall notify the Fire Chief or designee prior to the time set for beginning his/her daily duties.



**B. Absences For a Regular Work Day or Longer**

When an absence is for an employee's regular work day or longer, the employee may be required to file a physician's certificate or a personal affidavit with the Fire Chief stating the cause of the absence.

**C. Absences of Less Than a Regular Work Day**

Absences due to illness or disability of less than the employee's regular work day shall not be deducted from the employee's accrued sick leave balance.

**7.4 Administrative Leave**

In recognition that management employees are required to work hours beyond their regular hours of work to fulfill their management responsibilities, each employee in the classification of Fire Chief, Deputy Fire Chiefs, Division Chief, Fire Marshal, Assistant Fire Marshal, CAD-Records Manager, EMS-Disaster Manager, shall be credited with up to 80 hours of administrative leave per year. The Fire Chief shall annually recommend and the City Managers shall approve the amounts per individual.

Administrative leave shall be credited to each management employee on January 1st of each year.

On the first pay day in May of each year, each manager may be paid for one-half of his/her unused administrative leave as of the preceding April 30th. On the first pay day in November of each year, each manager shall be paid for all unused administrative leave as of the preceding October 31st.

Management employees hired or promoted during the year preceding January 1st shall on January 1st receive a prorated administrative leave for each full month of employment.

**7.5 Leaves of Absence**

**7.5(1) Leaves of Absence Without Pay**

The City Manager's may grant a management employee leave of absence without pay or seniority not to exceed three (3) months. No such leave shall be granted except in writing and upon written request of the employee setting forth the reason therefor. Upon expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report

promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discipline. The Fire Chief may grant full-time middle management employees leave of absence without pay not to exceed one (1) calendar week. Such leaves shall be reported to the personnel director.

#### **7.5(2) Jury Leave**

Management employees called or required to serve as a juror shall be entitled to leave from his/her duties with the department during the period of such service or while necessarily being present in court as a result of such call.

#### **7.5(3) Military Leave**

Military leave shall be granted in accordance with the provisions of the law. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be taken.

#### **7.5(4) Extended Medical Leave**

Any regular or probationary employee who is temporarily disabled from work due to a medical condition may, upon written request to the Fire Chief, be granted a leave of absence without pay for a period not to exceed three (3) months beyond the exhaustion of any accrued sick and vacation leave. Upon the recommendation of the Fire Chief, the City Manager may extend the leave for up to an additional thirty (30) days.

The term "medical disability" includes all temporary medical disabilities including pregnancy, childbirth and associated medical conditions. Total approved paid and unpaid time away from work because of medical disability prior to and after the birth of a child, shall not exceed one hundred twenty (120) days.

Such request for medical leave will be considered only upon provision of a physician's statement attesting to said disability.

During extended medical leave, an employee shall not accrue vacation or sick leave benefits or be eligible for holidays, nor shall such time be considered as service time. Any employee returning from medical leave shall be required to provide a physician's release to return to duty.

**7.5(5) Family Leave**

Employees shall be eligible for family leave in accordance with each City's Family Care and Medical Leave Policy, which will contain the provisions of the California Family Rights Act of 1991.

**Section 8. Retirement**

**8.1 Membership**

All eligible management employees shall be members of the Public Employees' Retirement System.

**8.2 Retirement Plans**

The specific plan provided management employees is as follows:

PERS 2% @ 50 plan to include the following options: 1959 Survivors Benefit (fourth level), credit for unused sick leave benefit, one highest year compensation.

**8.3 Payment - Employee's Contribution**

The City shall pay the employee's contribution to PERS. In addition, the employee's contribution paid by the City will be reported as "special compensation" (EPMC).

**Section 9. Uniforms**

The City shall provide fifty percent (50%) of the initial purchase price of uniforms of those management employees required to wear a uniform. For the classifications of Fire Chief, Deputy Fire Chiefs, Division Chief, Fire Marshal, Assistant Fire Marshal, the Department shall provide an annual uniform allowance of \$650.00, payable the first pay period in October each year.

**Section 10. Credit Union**

The City's shall provide a voluntary payroll deduction option for those employees who wish to join a Credit Union.

## **Section 11. Deferred Compensation**

The City's shall provide a voluntary deferred compensation plan.

## **Section 12. Tuition & Book Reimbursement**

Upon approval of the City Managers, management employees shall be reimbursed tuition expenses for job related courses successfully completed from accredited colleges or universities. The maximum amount of tuition reimbursement per year shall equal the total tuition levied by Hayward State University for the academic year beginning in the Fall of each year.

Management employees may be reimbursed for books required for college/university courses approved by the City Managers and successfully completed with a grade of "C" or better. Upon reimbursement, the books shall become the property of the City. The maximum reimbursement for books an employee may receive shall not exceed \$300.00 per fiscal year. To be reimbursed, the employee must submit a receipt from the college or university for the book purchase and an official transcript of grades.

## **Section 13. Miscellaneous**

### **13.1 Physical Examination/Wellness Program**

The City's shall reimburse management personnel for the cost of an annual physical examination. The amount of the reimbursement shall not exceed \$375.00 per year. In lieu of the physical examination reimbursement, management employees may participate in any Wellness Program offered by their parent City.

### **13.2 Stress EKG Exam**

All safety management employees will undergo a stress EKG exam (treadmill test) at the Department's expense biannually after their 40th birthday.

### **13.3 Strike Team Leader Reimbursement**

OES payments for strike team leader personnel expenses shall be remitted to the Chief responding, less any funds paid to cover their schedule during their absence. Payment will be after the department is reimbursed by OES.

#### **13.4 EMT Certification**

Safety Fire Manager's may maintain their EMT certification by attending department sponsored re-certification classes during their work day.

#### **13.5 Management Differential Pay**

It is the policy of the JPA to provide a differential between line and management personnel and between levels of management personnel. The minimum amount of differential shall be 15% above a line subordinate and 7.5% above a management subordinate. The differential is calculated on base salary, from the top step of line personnel to the 104% range point of managers, or between each managers 104% point. The differentials will be taken into consideration and adjusted as necessary annually during the management salary setting process. Changes will be made only if there is a greater than 1% impact.

#### **13.6 Acting Pay**

A management employee assigned to perform the duties of a higher position classification as determined by the Fire Chief or City Manager's for at least thirty days will receive at least five (5%) percent acting pay retroactively for all days so served.

### **Section 14. Work Schedules**

#### **14.1 40 Hour Per Week Personnel**

The Fire Chief, Deputy Fire Chiefs, Training Division Chief, Fire Marshal, Assistant Fire Marshal, CAD-Records Manager, and EMS-Disaster Manager shall work a standard Monday through Friday 40 hour week. Optional work weeks such as a "9/80" or "4/9/4" can be approved by the Fire Chief, within any applicable payroll policies. Flexible start and stop times can also be considered from 7 AM to 6 PM.

#### **14.2 Operations Division Chiefs**

Shall work a modified day time schedule as follows:

Operations Division Chiefs have specific management responsibilities and are required to supervise and manage a operations division. Therefore, the modified schedule includes ten

(10) hour work days with an assigned division (A-B-C) and two eight (8) hour work days which fall between their division's work cycle.

In addition to the basic schedule above, Operations Division Chiefs are required to be on-call after hours for emergency response during the remaining hours on a "duty day" (A-B-C) that their division is on duty. After hours emergency on-call time during vacations, sick leave or other leaves, will be shared by the other Chief Officers. The Operations Division Chief working a day in-between their Division's Duty Days, will have the primary responsibility for covering the leave of the scheduled duty Division Chief. When there is not an "in-between" Division Chief working, emergency coverage will be maintained by the other Chief Officers as directed by the Fire Chief.

### **14.3 Acting Division Chiefs**

Actors will be used for the extended absences (but not due to vacation or administrative leave) of one or more Chief Officers. Extended absences for Operations Division Chiefs are defined as more than ten (10) shifts. If the extended absence is known at the outset and scheduled leaves may further hinder emergency coverage, the actor may be appointed at the outset.

## **Section 15. Disciplinary Procedures**

- 15.1 All employees covered by the City's Management/Confidential Compensation Plan are subject to disciplinary action.
- 15.2 An employee may be dismissed from employment, suspended without pay, or demoted. An employee's pay or accrued leave balance may be reduced. An employee may receive a written or verbal reprimand. No employee who is exempt from the Fair Labor Standards Act shall be suspended, or have his/her pay reduced, for less than five working days for reasons other than for violations of safety rules of major significance.
- 15.3 When discipline involves suspension without pay, a reduction in pay, a reduction in an accrued leave balance, demotion or dismissal, the following procedures shall apply.
- A. The Fire Chief shall give written notice of the proposed disciplinary action to the employee. Such notice shall include a statement of the reason(s) for the proposed action and charge(s) being considered. The employee shall be provided a copy of the documents or materials upon which the proposed disciplinary action is based. For the purposes of this subsection and subsection B, if the employee being

disciplined is the Fire Chief, the Joint Executive Director's shall be considered the department head.

- B. Within five working days after the employee has received the written notice and the documents/materials described above, the employee shall have the right to respond to the Fire Chief or the Fire Chief's designee concerning the proposed disciplinary action. The Fire Chief may extend the time in which to respond. The employee's response to the Fire Chief may be oral or in writing, at the employee's option.
- C. As to any employee other than the Fire Chief, following the Fire Chief's receipt of the employee's response, or if the employee does not respond, the Fire Chief may recommend to the Joint Executive Directors that disciplinary action be imposed. The Joint Executive Directors shall consider the recommendation and then make the final decision concerning the proposed disciplinary action.
- D. As to the Fire Chief, following the Joint Executive Directors' receipt of the employee's response, or if the employee does not respond, the Joint Executive Directors shall make the final decision concerning the proposed disciplinary action.

15.4 The Joint Executive Directors or Fire Chief may approve the temporary assignment of an employee to a status of leave with pay pending the investigation, including the time for an employee to respond, in order to determine if disciplinary action is warranted.

## Appendix A

### Management Employee Control Points

<u>No. of Positions</u>	<u>Classifications</u>	<u>Control Point</u>
1.00	Fire Chief	8,468
2.00	Deputy Chief	7,470
4.00	Division Chief	6,600
1.00	Fire Marshal	6,794
1.00	Assistant Fire Marshal	5,990
1.00	CAD-Records Manager	5,055



## Appendix B

### Management Base Salary Plan

- I. **Introduction:** The following is a description of the basic tenets of the JPA's performance pay plan for management personnel.
- II. **Salary Grades:** Salary grades with a 50% dollar range from the minimum of the grade to the maximum of the grade shall be established. Each management position shall be assigned to a salary grade.
- III. **Control Point:** For each salary grade a control point shall be established. The control point shall be the midpoint of the salary grade. The midpoint represents the value of each position assigned to the salary grade at the fully competent level.
- IV. **Performance Zones:** Each salary grade shall be divided into four performance zones as follows:
  - Zone One** (80% through 95% of control point): This portion of the grade is typically considered to be that into which a new employee is hired. However, where circumstances warrant, employees may be hired up to the control point.
  - Zone Two** (96% through 104% of the control point): This is the portion of the salary grade to which an employee may normally expect to progress. Most employees will achieve and maintain a salary within this portion of the range.
  - Zone Three** (105% through 111% of the control point): Only those employees whose performance, over time, exceeds expectations will achieve and maintain a salary that falls within this portion of the range.
  - Zone Four** (112% through 120% of the control point): Only those employees whose performance, over time, far exceeds expectations will achieve and maintain a salary that falls within this portion of the range.
- V. **Compa Ratio:** As part of the administration of the pay plan a compa ratio shall be computed for each management employee. The compa ratio represents the relationship of each manager's and confidential employee's current salary to the control point of his/her salary grade. The compa ratio is calculated by dividing the employee's current salary by the control point of his/her salary grade.

- VI. **Annual Salary Grade Adjustment:** Salary grades will be normally adjusted annually during the budget process, taking into consideration market and other influences such as increases granted managers among agencies within the partner city's survey area, increases granted the partner city's represented employees, internal relationships between supervisory positions and across departments, etc. The salary grade adjustment will not usually result in any adjustment to individual managers or confidential employee's salaries unless a reclassification or job change results.
- VII. **Merit Increase Pool:** Each year based upon the recommendation of the City Managers and as approved by the City Council's, there shall be established a merit increase pool. The merit increase pool is a percentage of total base management salaries from which management and confidential employee salary increases are distributed.
- VIII. **Merit Increase Guide:** Annually merit salary increases may be considered and distributed by the City Managers based upon the recommendation of the supervisor and the following general guidelines. The aggregate of all merit increases distributed will generally equal the merit increase pool percentage.

Increase amounts should differ significantly as performance levels increase.

Managers and confidential employees in the lower performance zones of the salary grade (below the control point) may receive larger percentage increases than those in higher performance zones (above the control point).

No salary increase shall be awarded in instances where a performance rating is "Does Not Meet Expectations".

- IX. **Individual Merit Increase:** In the month of September each year, managers will be eligible for individual salary adjustments. Said increases shall be made based solely upon performance and in accordance with the merit increase guide. No salary increase shall be made unless a performance appraisal has been made of the employee.
- IX. **Performance Management Plan:** The performance pay plan is intended to follow the time schedule described on the following page:

## Performance Plan Schedule

<u>Timing</u>	<u>Activities</u>
August	<b>Performance Planning</b> <ul style="list-style-type: none"><li>- discuss, identify and document objectives for Key Result Areas</li><li>- discussion of expectations for the Job Related Behaviors</li></ul>
January/February	<b>Midyear Reviews</b> <ul style="list-style-type: none"><li>- modify objectives where necessary</li><li>- manager/incumbent discussion of job expectations</li></ul>
February/March	<b>Salary Structure Review</b> <ul style="list-style-type: none"><li>- Existing salary ranges/structure examined vis a vis employment market and internal relationships for possible salary structure adjustments and incorporation following year's budget.</li></ul>
July	<b>Salary Structure Adjustment</b> <ul style="list-style-type: none"><li>- salary structure considered for adjustment and adoption during budget process to reflect market and internal relationships</li><li>- merit increase pool approved</li></ul>
August	<b>Performance Evaluation</b> <ul style="list-style-type: none"><li>- rate incumbent</li><li>- obtain approvals</li><li>- performance evaluation interview</li><li>- discussion of next year's objectives</li><li>- develop plan</li><li>- performance pay increases calculated and approved by City Manager's</li></ul>
September	<b>Performance Pay Increase</b> <ul style="list-style-type: none"><li>- performance pay increases communicated and implemented</li></ul>