CITY OF ST. HELENA

RESOLUTION No. 2020 - 37


RECITALS

A. On March 16, 2020, the City of St. Helena declared a local emergency to increase its efforts to protect the public from COVID-19; and

B. The formal declaration of emergency allows needed flexibility in staffing decisions and steps needed to continue to deliver essential services and to protect the City's residents; and

C. During these unprecedented times the City has taken several steps to prevent or mitigate hazards that help to reduce the impact of COVID-19 outbreak on our community, and especially City workers; and

D. Extra safety precautions were implemented at the Fire Department to minimize the potential for cross-contamination; and

E. The Fire Department moved from a 10-hour shift to four 48/96 hour rotating shift structure (A, B, C & D) assigned to a specified locations for each shift within the Fire House having dedicated rigs, rooms, and restrooms; and

F. The new shift structure was implemented March 25, 2020 reducing the potential contact between fire department personnel in case of contact with COVID-19, as well as the protection of the fire fighters and their families; and

G. Effective March 25, 2020, under the formal declaration of a local emergency the City Manager has implemented a 7-day, 53-hour work period with a 48/96 hour rotating shift for all full-time and part-time firefighter personnel of St. Helena; and

H. It is necessary to amend the Full Time Fire Department Unrepresented Compensation Program to establish a work period under Section 7(k) of the FLSA exemption for employees engaged in fire protection or law enforcement to be paid overtime on a “work period” basis.
RESOLUTION

Now, therefore, the City Council of the City of St. Helena resolves as follows:

1. Approves the ratification of the City Manager’s declaration of establishing a 7-day, 53-hour work period for all full- and part-time fire safety personnel in accordance with the a FSLA Section 7(k) exemption; and

2. Authorizes the second amendment to the Full Time Fire Department Unrepresented Program (Exhibit A).

Approved at a regular meeting of the St. Helena City Council on April 28, 2020 by the following vote:

Mayor Ellsworth: Yes
Vice Mayor Dohring: Yes
Councilmember Koberstein: Yes
Councilmember Chouteau: Yes
Councilmember Knudsen: Yes

APPROVED: Geoff Ellsworth, Mayor

ATTEST: Cindy Tzatzopulos, City Clerk
FULL TIME FIRE EMPLOYEE COMPENSATION PROGRAM
(Second Amendment)

Effective July 1, 2018
Amended -April 28, 2020
CITY OF ST. HELENA
FULL-TIME FIRE EMPLOYEE COMPENSATION PROGRAM

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SECTION 1: INTRODUCTION

All provisions of this resolution only apply to the full-time fire suppression employees listed in Section 1.2 (referred to hereafter as “Employees”).

1.1 Purpose of the Full-Time Fire Employee Compensation Program:
This resolution sets forth all of the compensation and benefits for the positions set forth in section 1.2. No additional compensation shall be applicable to Employees covered by this Program. The provisions of this Program are subject to change in the future.

1.2 Employees Covered:
Employees covered under this program shall include only the following:
   Full-time Firefighters,
   Full-time Fire Engineers,
   Full-time Fire Captains.
Additional job classes may be added to the Full-Time Fire Employees Compensation Program from time to time, based upon the creation of new positions, or by the reclassification of existing positions. Compensation for part-time fire personnel and the Fire Chief is established through other resolutions.

SECTION 2: EMPLOYEE SALARY COMPENSATION

2.1 Salary Schedule:
The salary ranges for Employees covered by this Full-Time Fire Employee Compensation Program are set forth in Exhibit 1, attached to this resolution, and made a part hereof by reference.

2.2 Bilingual Pay:
Bilingual pay for fluency in both English and Spanish will be paid to employees who are routinely and consistently assigned to communicate in Spanish or to provide translation for City business by communicating in Spanish. For employees who are certified as fluent in both written and verbal Spanish language, bilingual pay will be five percent (5%) of the designated employee’s base salary. For employees who are certified as fluent only in verbal Spanish language, bilingual pay will be two and one-half percent (2.5%) of the designated employee’s base salary. Only designated employees certified by the City as fluent in both English and Spanish are eligible for this additional pay.

2.3 Out-Of-Class Pay:
Employees who are placed in an acting Captain’s position on an incident separate from any on-duty Captain shall receive out-of-class pay of 5% of the employee’s base wage rate for any assignment longer than two hours.
2.4 **Longevity Pay:**
Longevity pay shall be provided to each permanent employee on the employee’s fifth anniversary of continuous employment at the rate of two and one-half percent (2.5%) of salary. At the employee’s tenth anniversary, the longevity increment shall be increased to a total of five percent (5%) of salary, at the fifteenth anniversary a total of seven and one-half percent (7.5%) of salary, and at the twentieth anniversary, a total of ten percent (10%) of salary.

2.5 **Overtime Pay:**
Employees shall be entitled to overtime pay in accordance with the requirements of applicable law for hours worked.

2.5.1 **Work Period:** In accordance with Section 7(k) of the Fair Labor Standards Act (FSLA), the work period established by the City is a 7-day 53-hour work period.

2.5.2 **FLSA Overtime:** Pursuant to Section 7(k) of FSLA, the City agrees to compensate all firefighters (full-time and part-time) for hours worked above the fifty-three hours per week at the normal overtime rate of pay (time and one-half) regardless of whether employees are on any type of paid leave.

2.6 **Overnight Standby Pay:**
In the discretion of the Fire Chief when standby coverage is required, Employees may sign up for overnight standby coverage. Employees signing up for overnight standby coverage will receive a stipend based on their rank within the department. Firefighters will receive $50 per overnight standby assignment. Engineers and officers will receive $75 per overnight standby assignment. The Stipend is paid in addition to hours worked during standby assignment.

2.7 **Hours of Work:**
The current schedule for Full-time firefighters is a 48/96 hour shift – two shifts on followed by four shifts off schedule Sunday through Saturday.

### SECTION 3: RETIREMENT BENEFITS

Employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 3.

3.1 **Tier One: Employees Hired Before July 1, 2012 (Tier One Classic Members)**
This section 3.1 (including subsections) shall apply to employees hired by the City of St. Helena in full-time safety positions with CalPERS membership before July 1, 2012.

3.1.1 **1/2 @ 55 Pension Formulas:** The “1/2 @ 55” retirement program will be available to members covered by this Section 3.1.

3.1.2 **Final Compensation Based On 36-Months:** For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.1 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by
Government Code Section 20037.

3.1.3 **Required Member Contributions:**
Members covered by this Section 3.1 shall pay, through payroll deduction, the full 10.1% member contribution for the Safety Group.

3.2 **PEPRA: 2% at 57 For Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not a Classic Member):**
This Section 3.3 (including subsections) shall apply to members who were hired as full-time employees eligible for CalPERS membership on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

3.3.1 **2% at 57 Pension Formulas:** The “2% @ 57” retirement program will be available to members covered by this Section 3.3.

3.3.2 **Final Compensation Based On 36-Months:** For the purposes of determining a retirement benefit, final compensation for members covered by this Section 3.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service as required by Government Code Section 7522.32.

3.3.3 **Required Member Contributions**
   **Required 50% of Normal Costs:** As required by Government Code Section 7522.04(g), effective January 1, 2013, members covered by this Section 4.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

3.3 **Converting Sick Leave Balance:**
An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965. Any accrued unused sick leave credit that is paid out at termination will not be available for conversion to service credit.

3.4 **Other Options Included In CalPERS Contract**
Employees shall be eligible for other options included in the City’s contract with CalPERS applicable to safety employees as stated in that contract, and allowed by law.

3.5 **Implementation of Internal Revenue Code Section 414(h)(2):**
As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each employee shall pay, through payroll deductions, the PERS contributions described in this Article 11 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

3.6 **All Provisions Subject to Requirements of Law:**
The City is required to comply with all requirements of law governing the CalPERS retirement program, including, but not limited to eligibility and reporting requirements. In implementing this Full-Time Fire Employee Compensation Program Resolution and related practices, the City will comply with the requirements of law, and those legal
requirements prevail over any inconsistent prior practices or prior resolutions.

SECTION 4: INSURANCE BENEFITS

4.1 General Provisions:
The City will pay the full cost of the employee’s enrollment in City offered health insurance plan to cover both the employee and the employee’s dependents. The City will pay the full cost of enrollment in City offered plans for dental coverage for the employee and her/his dependents. When an employee commences work with the City, the effective date of coverage of his/her benefits distribution selection shall be established by the individual carrier. In most cases, coverage begins the first of the month following date of hire.

Employees will choose from available insurance programs and/or health and welfare plans at the time of hire or as carriers allow during Open Enrollment periods. Dependent coverage may be added or deleted between Open Enrollment periods subject to conditions imposed by the selected carriers.

4.2 Life Insurance:
The City will provide term life insurance for each employee in the amount of $25,000.

Employees may elect to increase the value of their life insurance policy by $20,000 at their own expense. Employees opting for the additional coverage will have the cost of that coverage deducted from their pay.

4.3 Short-term Disability Insurance:
The City will pay for the employee’s cost to participate in the State Disability Insurance (SDI) program.

4.4 Vision Care:
The City will pay for vision care benefits, for the employee and all dependents through the City’s vision insurance plan.

SECTION 5: HOLIDAYS

All Unrepresented employees shall receive 12 paid holidays per year, as follows:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Day Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Birthday</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>President’s Day</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Cesar Chavez Birthday</td>
<td>March 31st</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>November 11th</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
</tbody>
</table>
Day after Thanksgiving       Friday following Thanksgiving
Christmas Eve Day           December 24th
Christmas Day               December 25th

It is the intent of this resolution that all full-time employees receive 12 paid holidays regardless of their assigned workweek. When a holiday falls on a Saturday, the preceding Friday shall be deemed a holiday. When a holiday falls on a Sunday, the following Monday shall be deemed a holiday. When an employee is required to work on a holiday, s/he may select another day as holiday leave with pay during the fiscal year with the consent of the Fire Chief.

Floating Holidays: Except for the calendar year they are hired, on January 1st of each year, employees earn 16 hours of Personal Convenience Holidays for use during that calendar year, taken in at least 8-hour increments. The hours must be used by the end of the calendar year and does not accrue. After five years of service, employees earn 40 hours of Personal Convenience Holidays.

SECTION 6:  VACATION LEAVE

6.1 Vacation Entitlement:
Employees shall accumulate vacation in accordance with the following vacation entitlement schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Vacation Days Earned/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 5 years</td>
<td>10</td>
</tr>
<tr>
<td>6th year</td>
<td>15</td>
</tr>
<tr>
<td>7th year</td>
<td>16</td>
</tr>
</tbody>
</table>

This pattern continues until 20 days per year is reached. On the employee’s 25th anniversary and every five years thereafter, one additional day will be awarded on that year.

6.2 Vacation Accrual:
Employees shall begin earning vacation upon the first day of employment. Vacation leave time shall be accrued as it is earned; odd fractions rounded to the nearest tenth. Vacation time shall not be taken until earned and shall be subject to other provisions of this resolution. When an employee is on a leave without pay status, the employee shall not be entitled to earn vacation.

For purposes of calculating vacation earned upon termination, the employee’s final accrual will be prorated, based on the days worked in the employee’s last month of employment. Upon termination of an employee’s service with the City, the employee shall be paid a lump sum for all earned vacation not taken, at the employee’s hourly rate then in effect.

Employees will not earn additional vacation leave once their accrued vacation balance
has reached 280 hours.

6.3 **Vacation Usage:**
An employee may not use vacation until the employee has completed six months of City service in the position. An employee may take vacation at a time approved by the Fire Chief. It is the policy of the City that employees take their normal provided vacation leave each year. Vacation shall be taken in minimum increments of two hours.

**SECTION 7: OTHER LEAVES OF ABSENCE**

7.1 **Sick Leave:**
Employees shall accrue and use sick leave in accordance with City of St. Helena Personnel/Administrative Policy on Sick Leave as outlined in the Employee Handbook.

7.2 **Family Care:**
To the extent required by law, sick leave may be used to care for ill family members.

7.3 **Bereavement Leave:**
Leave with pay up to 3 days per year in state/5 days out of state shall be granted by the Fire Chief to employees in case of the death of spouse or domestic partner regardless of gender, parent or step-parent, grand-parent, child, or stepchild, brother or sister, parent-in-law, brother/sister-in-law, son/daughter-in-law, or any relative in the immediate household of the employee. Bereavement leave shall not be charged against any accumulated leave. Additional time off (vacation, executive leave) may be taken if approved by the Fire Chief.

7.4 **Industrial Accident Leave:**
The City shall provide paid leave and benefits consistent with the State’s Worker’s Compensation laws.

7.5 **Miscellaneous Leave With Pay:**
Employees shall be granted a leave of absence with full pay for jury duty; subpoena of the employee as a witness; or attendance in court resulting from the employee’s official duties as assigned by the City Manager. Any compensation received by the employee for the above, except for travel reimbursement, shall be promptly remitted to the City by the employee.

7.6 **Leave Pursuant to the Family and Medical Care Leave Act and the California Family Rights Act:**
Employees shall be entitled to take leave in response to the birth or adoption of a child, or the placement of a child with the employee for foster care; the employee’s own serious health condition, or to care for a child, parent or spouse of the employee who has a serious health condition; for a “qualifying exigency” arising from the foreign deployment of the employee’s spouse, son, daughter, or parent with the Armed Forces; or to care for a servicemember with a serious injury or illness if the employee is the servicemember’s spouse, son, daughter, parent or next of kin, as specified in the federal Family and
Medical Care Leave Act (FMLA) and the California Family Rights Act (Government Code Section 12945.2). Employees may use their accrued leave balances during such leave.

If the period of leave exceeds the employer’s accrued leave balances, the employee shall take the balance of the leave as unpaid leave.

7.7 Leave for Pregnancy, Childbirth and Related Medical Conditions (California Government Code Section 12945):
In addition to leave authorized by Section 7.6, eligible employees may take leave based on pregnancy, childbirth, or related medical conditions pursuant to California Government Code Section 12945. Generally, this leave should not exceed six (6) weeks for a normal pregnancy, childbirth, or related conditions, but may be taken for a period of up to a total of four (4) months if the employee is disabled due to pregnancy, childbirth, or other medical conditions. The need for leave beyond six (6) weeks due to disability shall be verified in writing by the employee’s physician. The employee may use accrued leave balances during leave taken pursuant to this Section. If the period of leave exceeds the employee’s accrued leave balances, the balance of the leave shall be taken as unpaid leave.

7.8 Leave of Absence Without Pay:
Upon the written request of any employee, the City Manager may approve in writing a leave of absence without pay for a period up to thirty (30) calendar days. Except in the cases of illness or maternity, an employees' request for Leave Without Pay shall be submitted to the City Manager, accompanied by a recommendation or an explanation from the manager as to how an adequate level of service can be maintained during her/his absence. Such leave may be extended up to one calendar year by action of the City Council.

7.9 Military Leave:
An employee called to active duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the duration of said active duty. Any full-time employee on a military leave of absence shall be compensated as outlined in the City’s Employee Handbook if the employee provides proper documentation from the Commanding Officer concerning their active duty; or, if the employee is a Commanding Officer, with a copy of the order to report to active duty and any applicable extension orders.
SECTION 8: TRAINING AND PROFESSIONAL GROWTH

To promote continued development of skills, knowledge, and abilities among the Employee, the Fire Chief may grant time off to employee(s) for educational leave. Such leave may be received in order to attend professional, technical, or managerial workshops, courses, conferences, conventions, seminars, or related activities. The cost of attendance at these activities, including travel, per diem, registration, tuition, materials or other reasonable costs, are legitimate City expenditures as provided for in the annual City Budget.

SECTION 9: OTHER BENEFITS

9.1 Uniform Allowance:
Employees shall receive an annual uniform allowance in the amount of $750. The Uniform Allowance will be paid twice a year: in December and June, in equal amounts.

SECTION 10: PROBATIONARY PERIOD AND APPLICABILITY OF FIREFIGHTERS BILL OF RIGHTS ACT

Employees covered by this Program shall serve a probationary period of eighteen (18) months. Probationary employees may be terminated without cause. As required by the Firefighters Bill of Rights Act, employees who have passed the probationary period shall be covered by the provisions of the Act, and the applicable disciplinary procedures for such employees is covered in established City policies.