

Resolution No. 2116-2021

**RESOLUTION OF THE MENLO PARK FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS APPROVING SALARY AND BENEFIT CHANGES FOR
MANAGEMENT AND CONFIDENTIAL UNREPRESENTED PERSONNEL**

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

WHEREAS, the Compensation Plan for Management and Confidential Unrepresented Personnel is expiring January 1, 2022; and

WHEREAS, all terms and conditions of employment set forth in the July 10, 2018 to January 1, 2022 Management and Confidential 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 Management and Confidential Unrepresented Personnel:

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.C.a-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 management and confidential employees who live within 30 driving miles of 170 Middlefield Road, Menlo Park, CA 94025 a \$250 month stipend. Employees who live within 30 “air miles” of 170 Middlefield Road, Menlo Park, CA 94025 on January 1, 2022 shall be grandfathered as a recipient of this residency stipend under this Compensation Plan until such time as their residence changes, at which point they will no longer be grandfathered and eligible under the same 30-mile driving radius requirement as other employees. The residency stipend will not be included when calculating the employee’s regular rate of pay for overtime pay, and will not be reported as compensation for purposes of pension benefits.

3. **Health Benefit Allowance** – Language to Replace Section II.G.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 the 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), dependent 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.
4. **Medical Benefit Waiver** – Language to Replace Section II.G.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.
5. **Post-Employment Plan Health Plan** - Language to Replace Section II.G.4-PEHP (Post Employment Health Plan) 501c Plan in its entirety.

Effective January 2022, the Fire District will contribute to each employee \$625/month towards PEHP. Nationwide Insurance Group manages this plan.

6. **Education Reimbursement** – Section II.M - 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.

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