

**CENTRAL MARIN FIRE AUTHORITY  
RESOLUTION NO. 2021/03**

**A RESOLUTION OF THE CENTRAL MARIN FIRE COUNCIL OF THE CENTRAL  
MARIN FIRE AUTHORITY AUTHORIZING THE MANAGEMENT COMMITTEE TO  
ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
AUTHORITY AND THE CENTRAL MARIN FIREFIGHTERS' ASSOCIATION, IAFF  
LOCAL 1775, FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2024**

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**WHEREAS**, the Management Committee and the Central Marin Firefighters' Association, IAFF Local 1775, have reached an agreement regarding a Memorandum of Understanding effective July 1, 2021 through June 30, 2024; and

**WHEREAS**, the parties hereby agree that all terms within the Memorandum of Understanding shall continue in full force and effect unless modified by mutual agreement of both parties; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, that the Central Marin Fire Council hereby authorizes the Management Committee to enter into an agreement with the Central Marin Firefighters' Association, IAFF Local 1775 with regards to the Memorandum of Understanding in accordance with the terms set forth.

**IT IS HEREBY CERTIFIED**, that the forgoing resolution was duly introduced and adopted at a public meeting of the Central Marin Fire Council of the Central Marin Fire Authority held on the 12<sup>th</sup> day of August 2021 by the following vote, to wit:

\*\*\*\*\*

AYES:	COUNCILMEMBERS: Casissa, Ravasio, Candell, Haroff
NOES:	COUNCILMEMBERS: - None -
ABSENT:	COUNCILMEMBERS: - None -
ABSTAIN:	COUNCILMEMBERS: - None -



\_\_\_\_\_  
Rebecca Vaughn, Authority Clerk  
Central Marin Fire Authority

  
\_\_\_\_\_  
Kevin Haroff, Authority Chair  
Central Marin Fire Authority

# **MEMORANDUM OF UNDERSTANDING**

Between

The Central Marin Fire Authority

**And**

International Association of Firefighters  
Local 1775

July 1, 2021 through June 30, 2024

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Central Marin Fire Authority And**  
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**Local 1775**

**July 1, 2021 through June 30, 2024**

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The Central Marin Fire Authority And**  
**International Association of Firefighters**  
**Local1775**

**July 1, 2021 through June 30, 2024**

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500, et seq of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer- employee relations of such employees.

This Memorandum of Understanding shall be presented to the Central Marin Fire Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2021 through June 30, 2024.

As used throughout this Memorandum of Understanding, the pronoun designation "he" or "his" is intended to be applicable to both the male and female gender.

**SECTION 1.**            **RECOGNITION**

1.     Union/Association Recognition

The Central Marin Firefighters Association, hereinafter referred to as the "Association," is represented by the International Association of Fire Fighters, Local 1775, (or the International Association of Fire Fighters, Local 1775 hereinafter referred to as the "Union"), is the exclusively recognized employee organization for the Fire Unit, comprised of those classifications listed in Section 8.3 – 8.5 Salary Range.

2.     Management Recognition

The Fire Chief, or any person or organization duly authorized by the Executive Manager of the Central Marin Fire Authority, as the representative of the Central Marin Fire Authority in employer-employee relations.

## **SECTION 2.            ORGANIZATION SECURITY**

### 1.    Dues Deduction

Payroll deductions for membership dues shall be granted by the Authority only to the Association. The following procedures shall be observed in the withholding of employee earnings:

- (a) Payroll deductions shall be for a specified amount and uniform as between employee members of the Association and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization.
- (b) The Association shall notify the Authority in writing of the amount to be deducted from the employees who have provided written authorization for dues deduction to the Authority. The Association shall give the Authority ninety (90) day advance notice of any changes in the amount to be deducted from eligible employees.
- (c) Amounts deducted and withheld by the Authority shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.
- (d) The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the Authority which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.
- (e) The Association shall refund to the Authority any amounts paid to it in error upon presentation of supporting evidence. The Authority agrees to meet and confer with the Association if any of the provisions in this section are adversely affected by any legislation enacted within the lifetime of this agreement.
- (f) The Association shall defend, indemnify and save the Authority harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the Authority under this section. This includes not only the Authority's attorney fees and costs but the cost of management preparation time as well. The Authority shall notify the Association of such costs on a case-by-case basis.

2. Association Release

The Association may use up to ninety (96) hours of paid release time each calendar year for Association leadership (Officers, Stewards or other members of the Association as designated the Association) to attend Union training and/or functions as approved by the Fire Chief or designee. Scheduling of paid release time must be approved by the Fire Chief or his/her designee.

**SECTION 3. DISCRIMINATION**

No person shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because any basis prohibited by state or federal law, or because of the exercise of his rights under Section 3502 of the Government Code.

Except for claims brought by the Association for discrimination or retaliation for associational activity or for a violation of rights under Government Code section 3502, violations of this section shall not be grievable under the parties' grievance procedure.

**SECTION 4. PROBATIONARY PERIOD**

1. Duration

All original and promotional appointments shall be tentative and subject to a probationary period of one (1) year (12 months) actual service (time in a non-paid status, or on leave such as injury leave shall not count as part of the 12-month actual service time). Individual probationary periods may be extended with good cause upon request of the Fire Chief and concurrence of the Executive Manager; provided, however that no probationary period shall exceed eighteen (18) months' time in a non-paid status, or on leave such as injury leave shall not count as part of the 18-month maximum probationary period).

During the original probationary period, an employee may be terminated at any time by the appointing power without the right of appeal in any manner except as mandated by State or Federal law. Notification of termination in writing shall be served on the probationer and a copy filed with the Executive Manager.

2. Promotional Probation

An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position from which the employee was appointed.



## **SECTION 5. DISCIPLINARY ACTION**

### 1. Definitions

Non-probationary employees shall be disciplined for just cause and in compliance with the procedures set forth in the Firefighters Procedural Bill of Rights Act (FFBOR; see Gov. Code §§ 3250-3262). Discipline may consist of the following penalties assessed against any non-probationary employee: written reprimand, reduction in salary, suspension without pay, demotion, transfer or dismissal/discharge.

Probationary employees may be terminated at any time without just cause except as mandated by Federal or State law.

### 2. Causes for Disciplinary Action

The Authority shall have the right to discharge or discipline any employee for dishonesty, insubordination, drunkenness, incompetence, negligence, failure to perform work as required or to observe the Authority's safety rules and regulations or for engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

The Authority may also discipline or discharge an employee for other misconduct, including, but not limited to, the following:

- (a) Fraud in securing appointment.
- (b) Negligence of duty.
- (c) Violation of safety rules.
- (d) Unacceptable attendance record including tardiness, overstaying lunch or break periods.
- (e) Possession, distribution or under the influence of alcoholic beverages, marijuana, nonprescription or unauthorized narcotics or dangerous drugs during working hours.
- (f) Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- (g) Unauthorized soliciting on City, Town or Authority property or time.
- (h) Violation of a felony or misdemeanor law of statute.
- (i) Unacceptable behavior toward (mistreatment or discourteousness to) the general public or fellow employees or officers of the Authority.
- (j) Falsifying employment application materials, time reports, records, or payroll documents or other Authority records.
- (k) Disobedience to proper authority.
- (l) Misuse of City, Town or Authority property.
- (m) Violation of any of the provisions of these working rules and regulations or Authority rules and regulations.
- (n) Disorderly conduct, participation in fights, horseplay or brawls.
- (o) Dishonesty or theft.
- (p) Establishment of a pattern of violation of any Authority policy or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action. Failure to perform to an acceptable level of work quality and quantity.
- (q) Insubordination.

- (r) Other acts inimical to the public service.
- (s) Inability or refusal to provide medical statement on cause of illness or disability, in accordance with section 11.3

3. Pre-Disciplinary (Skelly) Process

Prior to the reprimand, discharge, demotion, reduction in salary for disciplinary purposes of suspension without pay of any regular employee, the following procedures shall apply:

- (a) Written Notice of Proposed Discipline. Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include a statement of the reason(s) for the proposed action and the charge(s) being considered.
- (b) Employee Review. The employee also shall be given the opportunity to review the documents or materials upon which the proposed disciplinary action is based, and, if practicable, he or she shall be supplied with a copy of all such documents/material.
- (c) Employee Response (Skelly Hearing). Within five (5) working days after service/receipt of the notice of proposed discipline, the employee shall have the right to respond, orally or in writing or both, to the Fire Chief (or the Chief's designee) who thereafter shall conduct a *Skelly* hearing and then issue a final notice of discipline or other appropriate disposition. The five (5) day time limit during which the employee must request a *Skelly* hearing may be extended by mutual agreement.

4. Appeal Process

Whenever punitive action is undertaken against an employee, he or she shall have the right to an administrative appeal which will be conducted in conformance with this Memorandum of Understanding and Government Code Section 3254.5(b). Such an appeal must be requested in writing from the Executive Manager or his or her designee by the employee within fourteen (14) calendar days from the date of service of the notice of final discipline, and unless so filed the right of appeal is waived/lost.

The employee may elect to have his or her appeal heard by the Executive Manager or may request arbitration. If an employee elects to have an appeal heard by the Executive Manager, the employee must state in writing that he or she waives his or her right to arbitration.

If arbitration is requested, the arbitration will be held in conformance with applicable statutes. Representatives of the Authority and the employee shall meet within fourteen (14) days to select a mutually-acceptable arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the employee and the Authority.

A hearing before the arbitrator shall be held within 60 days of the selection of the

arbitrator unless the mutually-accepted arbitrator's schedule does not so permit, in which case the hearing shall be held not more than 120 days after the selection of the arbitrator. Decisions of the Arbitrator on matters properly before him or her shall be final and binding on the parties hereto, subject to the limited challenges permitted by law.

In addition to arbitrators proposed by the State Mediation and Conciliation Service, the parties shall be free to select from a pool of arbitrators mutually agreed to by the Authority and the Association. The parties shall continue to meet and confer, after adoption of this MOU, on a mutually-agreeable panel of arbitrators. Once agreed to, the panel shall be identified by a side letter to this MOU.

## **SECTION 6.**            **UNIFORM ALLOWANCE**

The Authority shall maintain and replace worn or damaged article(s) of the Authority required uniform.

Damaged and/or worn article(s) of a uniform which condition is a result of performance of duties while on the job shall be turned in to the Fire Chief or his/her designee, who shall determine if the article warrants replacement. This benefit qualifies as "pensionable compensation" for classic employees in the amount of Twenty-nine dollars and seventeen cents (\$29.17) per month.

Articles of uniform provided by the Authority shall remain the property of the Authority and shall be turned into the Fire Chief or his/her designee, when replaced in kind or when the employee retires or terminates his/her employment with the Authority for any reason. Articles of uniform purchased by the employee shall remain the property of the employee.

In addition to the Authority providing the designated uniform articles, employees shall be entitled to a uniform allowance of Thirty dollars and eighty-three cents (\$30.83) per month. The uniform allowance shall be used to maintain addition required items that are not provided by the Authority and are required by the rules and regulations of the Authority. Replacement of such required uniform equipment thereafter shall be the responsibility of the employees. Examples of these items include approved department T-shirts, PT gear, job shirt, ball caps, jackets, exercise apparel etc.

This benefit is excluded from "pensionable compensation" reported for employees hired on or after January 1, 2013 who are "new members" of the CalPERS retirement system as defined by CA Government Code Section 7522.04(f).

## **SECTION 7.**            **RETIREMENT**

### 1.    Classic Employees

For employees hired prior to January 1, 2013:

The Authority agrees to provide fire safety members with PERS "3% at 55" full formula retirement plan and the following benefits:

- One year final compensation;
- 1959 Survivors Benefit 4th level (GCS 21574); and
- All unused sick leave credit (GCS 20965);
- Post Retirement Death Benefit with PRSA (Post Retirement Survivor Allowance) (GCS 21624, 21626 and 21628)

2. PEPRA Employees

For employees hired after December 31, 2012, who are **not** "classic members" as defined by CALPERS, the contract between the Central Marin Fire Authority and the Public Employees Retirement System (PERS) which provides retirement benefits for eligible employees, shall provide the following benefits:

- Retirement Formula - Full 2.7% at 57
- Final Compensation Average - 3 Years
- Unused Sick Leave Credit
- The employee contribution shall be determined by Government Code Section 7522.30.

(For more specific information regarding PERS retirement benefits, refer to the Annual Employer Statement provided to the Central Marin Fire Authority by PERS.)

3. Employee PERS Cost Sharing

All Classic employees of the bargaining unit shall pay 100% of the required member contribution (9%).

In accordance with PEPRA and Government Code section 20516 the parties shall engage in sharing the "normal cost" of retirement benefits as described below.

- All classic employees in the bargaining unit shall contribute six percent (6.0%) of the Employer's costs for PERS retirement with a total employee contribution of fifteen percent (15%).

**SECTION 8. SALARIES**

The rates of pay set forth in this Section represent the standard rate of pay for full-time employment for each classification. Compensation for employees working less than full-time shall be adjusted proportionately.

The rates of pay set forth in this Section represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the Authority or this Memorandum of Understanding.

The rates of pay set forth in this Section do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expense authorized and

incurred incident to Authority employment.

1. Rates of Pay

The monthly salary range to each sworn classification shall be as follows:

- (a) Effective the first full pay period in July 2021, the Authority shall increase the top step of the salary range for sworn employees by 2.0%. The Authority shall pay this increase retroactively to the first full pay period in July 2021 during the first full pay period after adoption of this Memorandum of Understanding.
- (b) Effective the first full pay period in July 2022, the Authority shall increase the top step of the salary range for sworn employees by 3.0%.
- (c) Effective the first full pay period in July 2023, the Authority shall increase the top step of the salary range for sworn employees by 3.0%.

2. Equity Adjustment for Firefighter Paramedics

Effective the first full pay periods in July 2021, 2022, and 2023, Firefighter Paramedics will receive an equity adjustment of 2.5% in addition to the above listed increases to base salaries. The Authority shall pay the equity adjustment retroactively to the first full pay period in July 2021 during the first full pay period after adoption of this Memorandum of Understanding. Equity adjustments for Firefighter Paramedics are included in the salary tables depicted in Sections 8.3, 8.4, and 8.5.

3. SALARY RANGE - Effective 1<sup>st</sup> Full Pay Period July 2021

		<b>Minimum</b>	<b>Step 2</b>	<b>Midpt</b>	<b>Step4</b>	<b>Max</b>
Fire Captain	Monthly	\$9,610	\$10,092	\$10,597	\$11,126	\$11,684
	Hourly	\$39.60	\$41.59	\$43.67	\$45.85	\$48.15
Fire Engineer	Monthly	\$8,493	\$8,918	\$9,365	\$9,833	\$10,324
	Hourly	\$35.00	\$36.75	\$38.59	\$40.52	\$42.55
Firefighter/Paramedic	Monthly	\$7,573	\$7,951	\$8,349	\$8,765	\$9,206
	Hourly	\$31.21	\$32.76	\$34.41	\$36.12	\$37.93

4. SALARY RANGE - Effective 1<sup>st</sup> Full Pay Period July 2022

		<b>Minimum</b>	<b>Step2</b>	<b>Midpt</b>	<b>Step 4</b>	<b>Max</b>
Fire Captain	Monthly	\$9,899	\$10,395	\$10,915	\$11,460	\$12,035
	Hourly	\$40.79	\$42.83	\$44.98	\$47.22	\$49.59
Fire Engineer	Monthly	\$8,747	\$9,185	\$9,646	\$10,128	\$10,634
	Hourly	\$36.05	\$37.85	\$39.75	\$41.73	\$43.82
Firefighter/Paramedic	Monthly	\$7,995	\$8,394	\$8,815	\$9,254	\$9,719
	Hourly	\$32.94	\$34.59	\$36.32	\$38.13	\$40.05

5. SALARY RANGE – Effective 1<sup>st</sup> Full Pay Period July 2023

		<b>Minimum</b>	<b>Step 2</b>	<b>Midpt</b>	<b>Step 4</b>	<b>Max</b>
Fire Captain	Monthly	\$10,196	\$10,706	\$11,242	\$11,804	\$12,396
	Hourly	\$42.01	\$44.12	\$46.33	\$48.64	\$51.08
Fire Engineer	Monthly	\$9,010	\$9,461	\$9,935	\$10,432	\$10,953
	Hourly	\$37.13	\$38.99	\$40.94	\$42.99	\$45.14
Firefighter/Paramedic	Monthly	\$8,440	\$8,862	\$9,306	\$9,770	\$10,261
	Hourly	\$34.78	\$36.52	\$38.35	\$40.26	\$42.28

6. Application of Salary Rates

Employees shall be assigned a salary by the Fire Chief within the range established for the appropriate position. The minimum rate generally shall be assigned to employees upon original appointment; however, the Fire Chief may, when circumstances warrant it, appoint, reinstate or promote at other than the minimum rate, but not more than the maximum rate.

## **SECTION 9. WORKING HOURS AND OVERTIME PAY**

### 1. Working Hours

During the term of this Agreement, the formal Fire Duty Cycle for Firefighter Paramedic, Fire Engineer, and Fire Captain shall consist of two (2) twenty-four (24) hour shifts followed by ninety-six (96) hours off duty. A normal duty cycle shall not exceed forty-eight (48) hours duration commencing at 7:00 a.m.

### 2. Types of Service

(a) Full Time - A full-time employee works the normal number of working hours for the position.

### 3. Overtime Pay

All firefighters required to work overtime for any reason will be paid at one and one-half (1-1/2) times their regular rate of pay for the fifty-six (56) hour workweek. Overtime shall be compensated to the next quarter (1/4) hour.

### 4. FLSA Overtime

Overtime for Fair Labor Standards Act (FLSA) purposes is time worked by a Firefighter Paramedic, Engineer or Captain beyond one hundred and eighty-two (182) hours in a twenty-four (24) day work period (as that term is used by the wage and hour division of the Department of Labor).

If a Firefighter Paramedic, Engineer or Captain is scheduled to be at work, but is absent due to vacation, or sick leave, and is in a paid status, such time shall be considered time worked for purposes of calculating FLSA overtime for that work period.

All hours paid at FLSA regular rate of pay.

### 5. Compensating Time Off

Employees who work forty (40) hours per week may take compensatory time off in lieu of pay at time and one-half with the prior approval of the Fire Chief. Said time off shall not be allowed to accumulate in excess of forty (40) hours without the employee obtaining written approval of the Fire Chief and in no case, shall the amount of time exceed a maximum of eighty (80) hours.

### 6. Minimum Overtime Requirements

Employees shall be compensated for a minimum of two (2) hours at the overtime rate for attendance at any meeting or class required by the Fire Chief or his/her designee for the employee to attend outside the employee's regularly scheduled work hours.

Overtime contiguous with the employees' shift will be calculated in 15-minute increments.

**SECTION 10.**      Holiday Pay

1.      Benefit

The following holidays are recognized by the Authority as paid holidays for full time regular and probationary employees:

- July 4th, known as "Independence Day"
- The first Monday in September known as "Labor Day"
- The second Monday in October, known as "Columbus Day"\*
- November 11th, known as "Veterans' Day"
- The fourth Thursday in November, known as "Thanksgiving Day"
- The Friday following Thanksgiving
- December 25, known as "Christmas Day"
- One floating holiday to be taken on either the last working day prior to Christmas Day or New Year's Day, only after prior approval is obtained from the Fire Chief. Fire Department offices and non-emergency services are to be available to the public on both days.
- January 1st, known as "New Year's Day"
- The third Monday in January, known as "Martin Luther King's Birthday"
- February 12th, known as "Lincoln's Birthday"\*
- The third Monday in February, known as "Washington's Birthday"
- The last Monday in May, known as "Memorial Day"

\*See "Exchange of Designated Holidays for Floating Holidays" below.

2.      Exchange of Designated Holidays for Floating Holidays

For employees, other than "Shift Personnel" - Columbus Day and Lincoln's Birthday shall be considered floating holidays and may be taken off on the date of the holiday or subsequent to the date of the holiday (i.e., the second Monday in October and February 12 respectively) with prior approval of the Fire Chief. Such floating holidays must be taken during the fiscal year in which the holiday was earned and if not taken, shall be forfeited. Employees must be in a pay status at the time the Columbus Day and Lincoln's Birthday holidays occur in order to have earned such holidays.

3.      Holidays on Saturday or Sunday

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the previous Friday shall be observed.

4.      "Holiday Pay"

Regular or probationary full-time employees, other than "Shift Personnel," who are required to work on any of the holidays specified in Sub-Section 11.1 shall receive additional pay above their normal hourly wage. Such pay shall be referred to as



"holiday pay" and shall be paid at straight time for each hour spent on duty during the holiday. "Holiday pay" shall only be paid for hours actually worked on such holidays.

5. "Holiday-In-Lieu Pay" for "Shift Personnel"

"Shift Personnel" assigned to the duty cycles specified in Sub-Section 11.1 are not eligible for holiday leave. In lieu of time off for holidays, "Shift Personnel" shall receive "holiday-in-lieu pay." The "holiday-in-lieu pay" shall be thirteen (13) twelve-hour days per year at straight time (13 x 12 = 156 straight time hours). Such pay shall be received in the amount of six (6) hours of straight time pay with each regular bi-weekly paycheck.

**SECTION 11. SICK LEAVE**

1. Accrual

Sick leave shall be accrued in accordance with the schedule below:

Sick Leave Accumulation

Shift Personnel	5.54 hours bi-weekly
Non-Shift Personnel	3.70 hours bi-weekly

2. Accumulation

Sick leave accrual is unlimited. An employee who is off on sick leave shall continue to accumulate earned sick leave while using his/her previously earned sick leave. An employee who is on leave without pay shall not accumulate sick leave credits. In no event shall sick leave benefits be convertible to cash bonus.

3. Usage

Sick leave credit shall not be considered as a privilege which an employee may use at his discretion but shall be allowed only in case of necessity and actual sickness or disability. In order to receive compensation while absent on sick leave, an employee shall notify the Battalion Chief on duty prior to the beginning of the shift from which the employee will be absent. If the contact is not personal, then sick leave is only approved by confirmation from the Battalion Chief. The employee will inform the Battalion Chief of the potential duration of his/her illness. An employee, who has called in sick with a medical excuse, shall not be eligible to volunteer for overtime for a period of twenty-four (24) hours, following the shift(s) missed.

The Authority reserves the right, if an absence is in excess of 48 hours, to request physician verification of illness.

4. Sick Leave While on Vacation

If an employee becomes ill or injured while on vacation, he may use sick leave in lieu of vacation. Use of sick leave, while on vacation, will be approved for the same reasons that would have justified sick leave had the employee been at work, including notification to the Battalion Chief on duty on the date of illness or injury.

**SECTION 12. EDUCATION**

The Education Committee will consist of two (2) management representatives and two (2) bargaining unit employee representatives. The committee shall assist with the creation and development of promotional criteria and act as the Joint Apprenticeship Committee. The committee may receive additional items to be addressed from the Fire Chief.

**SECTION 13. ACTING PAY**

An employee assigned by the Fire Chief or his/her designee to perform the duties of a higher classification shall receive acting pay at *five percent (5.0%) above* the employee's current regular rate of pay. In order to be eligible for acting pay, the assigned employee must meet the following:

- (a) His or her assignment must be for a minimum of one (1) hour or more.
- (b) The employee must meet the minimum qualifications of the classification in which the employee is assigned to act.

**SECTION 14. HEALTH AND WELFARE**

1. Medical

- (a) For employees hired prior to July 1, 2017, the Authority shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the Minimum Employer Contribution (MEC):

- 1) Employee Only: Up to the Bay Area Kaiser rate for Employee only.
- 2) Employee plus one: Up to the Bay Area Kaiser rate for Employee plus one.
- 3) Employee plus two or more: Up to Bay Area Kaiser family rate.

- (b) The employees listed below in section 14.1.(b) 1) shall continue to be allowed to apply the value of the Bay Area Kaiser family rate to the employee's current Section 125 Plan benefit. Subsequent to the date of this agreement, if any change is made to the number of family members covered or provider selection, this section shall no longer apply to the employee making said change and section 14.1 (a) shall immediately apply.

- 1) Ezra Colman, Steve Walton

(c) For employees hired subsequent to July 1, 2017 the Authority shall contribute below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the Minimum Employer Contribution (MEC):

- 1) Employee Only: Up to 80% of the Bay Area Kaiser rate for Employee only
- 2) Employee plus one: Up to 80% of the Bay Area Kaiser rate for Employee plus one
- 3) Employee plus two or more: Up to 80% of the Bay Area Kaiser family rate

An employee may use any benefit allowance stated above toward the cost of employer provided PERS Health insurance for the employee and eligible dependents. An employee may not use the benefit allowance for other reasons.

Any Employee that enrolls in a Medical Plan that has a higher premium than the Authority's contribution, as stated above, will pay the difference via pretax payroll deductions.

2. Dental

For the duration of this MOU, the Authority shall contribute an amount necessary to provide dental insurance benefits.

The Authority may evaluate the dental plan currently available to employees to determine if similar or better coverage may be available at lower cost to the Authority. The Authority may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is equal to or superior to the present coverage and provided that the Authority meets with the Association to discuss any new plan before it is implemented.

The Authority will make available a supplemental dental fund. This fund will be used to reimburse an employee up to \$500 per year, for dental expenses incurred by a full-time employee, once the employee has reached the annual maximum provided for in the insured, primary dental plan. This supplemental plan is available only for expenses incurred by the employee, not his/her dependents.

3. Life Insurance

The Authority shall provide members of the bargaining unit with \$50,000 dollars of life insurance coverage. Authority provided life insurance benefit will terminate with the separation of employee.

4. Retiree Medical

Retiree medical benefits will be provided to eligible employees who retire from the Authority as provided below.

(a) Employees with a Seniority Date on or before March 31, 2015

1) An employee, who retires from the Authority and is collecting a PERS retirement, with a combination of 15 or more consecutive years of service with the Authority, the City of Larkspur and/or the Town of Corte Madera shall be eligible for the following contribution towards retiree medical. All contributions include the MEC.

<b>Family Status</b>	<b>Authority Contribution</b>
Employee Only	Kaiser Bay Area Employee Only
Employee + One	Kaiser Bay Area 2-Party
Family	Kaiser Bay Area 2-Party
Medicare Eligible Employee Only	Medicare Eligible Kaiser Bay Area Employee Only
Medicare Eligible Employee + One	Medicare Eligible Kaiser Bay Area 2-Party
Medicare Eligible Family	Medicare Eligible Kaiser Bay Area 2-Party

2) The following individuals will qualify for the benefit listed above even if they do not meet the 15 or more consecutive years of service with the Authority/City of Larkspur/Town of Corte Madera, when they retire from the Authority using service credit only:

- Erik Schroth
- John Daley
- Rod Potts

3) Any of the employees listed below who receive an Industrial Disability Retirement from CalPERS and who has a combination of 5 or more consecutive years of service with the Department, the City of Larkspur and/or the Town of Corte Madera shall be eligible for the following contributions towards retiree medical. All contributions include the MEC.

- Nick Gabbard
- Andrew Lappert
- Ryan Fischer
- Bret Reed
- John Daley

- Matthew Phillips
- Rod Potts
- Erik Schroth

<b>Family Status</b>	<b>Authority Contribution</b>
Employee Only	Kaiser Bay Area Employee Only
Employee + One	Kaiser Bay Area 2-Party
Family	Kaiser Bay Area 2-Party
Medicare Eligible Employee Only	Medicare Eligible Kaiser Bay Area Employee Only
Medicare Eligible Employee + One	Medicare Eligible Kaiser Bay Area 2-Party
Medicare Eligible Family	Medicare Eligible Kaiser Bay Area 2-Party

4) Employee OPEB Contribution:

The parties agree that bargaining unit employees that have a seniority date on or prior to March 31, 2015 shall contribute the below outlined amounts to assist the Authority in retiring the OPEB liability. Employees with a seniority date on or after April 1, 2015 shall not be subject to contribute to the OPEB liability per this section.

- a) Effective two pay periods after adoption, all existing bargaining unit employees shall pay \$60.00 per month toward the Authority's OPEB liability.

(b) Employees Hired or with a Seniority After March 31, 2015

For employees hired or with a seniority date after March 31, 2015, the Authority shall contribute for all retirees enrolled in a CalPERS PEMHCA health plan, the minimum employers' contribution legally mandated under PEMHCA. No additional Authority contribution to retiree medical insurance premium costs will be provided. The Authority will provide the following contributions into a Retiree Health Savings Account (RHS).

<b>Years of Service</b>	<b>Employee Contribution</b>	<b>Authority Contribution</b>
0 - Completion of Probation	3.0% of a Top Step Engineer Base Salary	No contribution
Completion of Probation	3.0% of a Top Step Engineer Base Salary	4.0% of a Top Step Engineer Base Salary

- 1) Employee contributions are 100% vested upon hire. An employee will begin receiving employer contributions upon completion of the probationary period.

2) Employees who do not qualify for Authority paid medical in retirement, as well as eligible dependents of retirees, are allowed access through the Authority, into the PERS medical plan after retirement, in accordance with the rules established by PERS. Such premiums will be paid for at the retiree's expense.

(c) PEMHCA Compliance

For all retirees enrolled in a CalPERS PEMHCA health plan, the Authority's contribution described above includes the minimum employer contribution amount legally mandated under PEMHCA. Any benefit beyond the annually adjusted minimum employer contribution shall be delivered as a medical premium reimbursement via an IRS section 115 compliant vehicle. In no event shall the combined minimum employer contribution and the IRS Section 115 reimbursement exceed the actual premium associated with the medical plan selected by the eligible retiree.

5. Retirement Health Savings Account Supplemental Program

The Authority will establish a Retirement Health Savings (RHS) account for the IAFF represented bargaining unit per the ICMA-RC/Mission Square model and pertinent IRS regulations. All bargaining unit employees must participate in the program. The RHS accounts will be funded as follows:

Employer Contributions: There shall be no employer contributions to the RHS plan described in this section beyond the contributions described in Section 14.4(b).

Employee Contributions: Employees with unused vacation accumulated balances at the end of any calendar year must contribute such unused vacation to the RHS plan, in an amount not to exceed forty-eight hours of vacation leave at the employee's current straight time hourly rate. Employee contributions to the RHS plan are vested immediately.

(a) Employees hired on or before March 31, 2015 will continue to contribute forty-eight (48) hours of accrued vacation leave in the first pay period of the calendar year. If the member's vacation leave balance is less than forty-eight (48) hours, the entire amount of the member's accrued vacation leave bank will be contributed to their RHS account.

(b) Effective upon the date of adoption of this Memorandum of Understanding (MOU), members hired after March 31, 2015 will continue to contribute to their RHSA as described in Section 14.4(b) of this MOU. Members hired after March 31, 2015 will no longer contribute any accrued vacation leave hours to their RHS account.

6. Change in Employee Benefit Plans

The Authority intends to evaluate the medical and dental plans currently available to employees to determine if similar or better coverage may be available at lower cost to the Authority. The Authority may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is equal to or superior

to the present coverage and is acceptable to the Association.

## **SECTION 15. GRIEVANCE PROCEDURE**

The application of this Section will not apply to the discipline of employees. Disputes arising from the remaining Sections of this Memorandum of Understanding between the Authority and the employee organization regarding the application or interpretation of this Memorandum of Understanding and Department Policy and Procedures shall be considered a grievance.

1. **Step 1**

An employee may present the grievance orally, either personally or through his Association representative, to the immediate supervisor within ten (10) calendar days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within ten (10) calendar days after receiving the oral grievance, the immediate supervisor shall give the employee a reply. If the employee is not satisfied with the reply of his immediate supervisor, the employee may appeal the grievance to Step 2.

2. **Step 2**

If the employee desires to appeal the grievance to Step 2, the grievance shall be reduced to writing, on forms provided, and presented to the Fire Chief or the Acting Chief within ten (10) calendar days following the receipt of the immediate supervisor's oral reply. The Fire Chief may refer the grievance to the appropriate supervisor.

The written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reason for the appeal, the remedy requested, and the Sections of the Memorandum of Understanding claimed to have been violated, if any. The grievance shall be signed and dated by the employee. The Fire Chief, or the appropriate supervisor to whom the grievance has been referred, may arrange a meeting between himself, the employee, the appropriate Association representative and the immediate supervisor in an attempt to resolve the grievance. In any event the Fire Chief, or his designated representative, shall give a written decision to the employee within ten (10) calendar days following receipt of the written appeal to Step 2.

3. Step 3

If the Association desires to appeal the grievance to Step 3, the Association shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Executive Manager within fifteen (15) calendar days following receipt of the written decision from Step 2. Within five (5) calendar days after the receipt of the appeal to Step 3, the Executive Manager shall hold a meeting with the appropriate Association representative, and the Fire Chief or the appropriate supervisor to discuss the matter. A written decision shall be given to the appropriate Association representative within fifteen (15) calendar days following the meeting.

If the employee is not satisfied with the decision of the Executive Manager, the Association may appeal their grievance to Step 4.

4. Step 4

If the grievance has been properly processed through the previous steps of the procedure and not resolved, the Association may appeal the grievance to arbitration. The Association shall notify the Executive Manager in writing within twenty (20) calendar days following receipt of the written answer to Step 3. Within twenty (20) calendar days following the receipt of the notice of appeal to Step 4, a meeting shall be arranged by the Executive Manager with the appropriate Association representative to prepare a joint statement of the issue or issues to be presented to the Arbitrator. If the parties are unable to agree upon the issue or issues, each party will prepare its statement of the issue or issues and jointly submit the separate statements of issue or issues to the Arbitrator for determination.

The parties may mutually agree upon the selection of the Arbitrator or shall jointly request the American Arbitration Association to provide a list of seven (7) persons qualified to act as Arbitrators. Within five (5) calendar days following receipt of the above-referenced list, the parties shall meet to select the Arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one (1) name from the list until only one (1) name remains, and that person shall be the Arbitrator.

The Arbitrator shall hold a hearing on the issue or issues submitted, or as determined by the Arbitrator if the parties have not mutually agreed upon the issue or issues and render a written opinion and reasons for the opinion as soon after the hearing as possible.

The opinion shall be sent to the Executive Manager and to the employee or appropriate representative of the Association. The Executive Manager shall present the opinion to the Central Marin Fire Council at its next regular session. The Central Marin Fire Council shall render a final decision by adopting, rejecting or modifying the decision of the Arbitrator. The Central Marin Fire Council shall serve the decision upon the grievant within five (5) calendar days of the decision.



The Authority and the employee and/or Association shall equally share the fees and expenses of the Arbitrator as well as the cost of making a record of the arbitration. Each party shall bear its attorney's fees.

The rules of conduct of proceedings shall be according to those procedures for expedited fact-finding utilized by the American Arbitration Association.

Witnesses who are employees and who are on duty at the time of a scheduled appearance shall be released from duty without loss of compensation for the time required to testify. Individual grievants shall be released from duty without loss of pay for the time of the arbitration hearing. One spokesperson shall be permitted to be present without loss of compensation for grievances filed by the Association.

Arrangements for release time for grievant's witnesses shall, whenever possible, be made with the Fire Chief no later than twenty-four (24) hours in advance of the scheduled hearing.

The parties agree that the Arbitrator shall not add to, subtract from, change or modify any provision of this Memorandum of Understanding and shall be authorized only to apply existing provisions of this Memorandum of Understanding to the specific facts involved and to interpret only applicable provisions of this Memorandum of Understanding.

The parties agree that the time limits set forth herein are of the essence to this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the parties.

5. General Provisions

Although grievances may be processed during normally scheduled working hours, the Association agrees that the time spent by its designated representatives shall be kept to a reasonable minimum and that no Association representative shall be entitled to any additional compensation or premium pay for any time spent in processing grievances outside such representative's regularly scheduled hours. The Association also agrees that it will not process grievances during periods of overtime.

Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered within the time limits set forth herein, either the employee or the appropriate Association representative may appeal the grievance to the next higher step within the time limits provided.

Any of the time limits specified in Steps 1 through 3 may be extended by written mutual agreement of the parties.

No resolution of any grievance, as defined in this Section 16, shall be contrary to

the provisions of this Memorandum of Understanding. Copies of the resolution of all grievances shall be sent to the appropriate Association representative.

It is understood and agreed that whenever a provision of this Section refers to an employee filing a grievance, the employee organization may file such grievance whether on the employee's behalf or on behalf of the employee organization. In such event the processing of the grievance shall comply with all other provisions of the grievance procedure Article.

## **SECTION 16.           REDUCTION IN FORCE**

### **1.     Layoff**

At least ten (10) working days prior to the effective day of the layoff, the Fire Chief shall notify the employees affected in writing. Layoff shall be made within the classes of positions and all temporary employees in the affected classifications shall be laid off prior to layoff of any probationary or permanent employees. For the purposes of determining order of layoff, total cumulative time shall include tie served in military leave of absence.

An employee laid off shall have the right to displace the employee in the same classification having the least seniority; provided, however, there is no other employee in the classification of the laid-off employee with less seniority. The laid-off employee may take a voluntary demotion to a classification in which such employee had prior permanent status, thus displacing the employee working in that classification who has less seniority. Names of persons laid off shall be placed upon reemployment lists in order of total cumulative time served and shall remain on such list for a period of two (2) years unless re-employed sooner. Sick leave and seniority rights earned prior to layoff will be returned to the employee upon reemployment. Upon request of the employee, demotion may be made to a vacant position in place of layoff.

### **2.     Abolition of Position**

Whenever in the judgment of the Central Marin Fire Council it becomes necessary in the interest of economy, or because the necessity for a position no longer exists, the Central Marin Fire Council may abolish any position or employment in the competitive services; and the employee holding such position for employment may be laid off without taking disciplinary action and without right of appeal.

The Association may request in writing, to the Fire Chief, to meet and confer regarding the impacts of abolishment of a position

## **SECTION 17.           BEREAVEMENT LEAVE**

In case of death within the immediate family of an employee, an employee shall be entitled to remain absent from duty with pay for up to three (3) shifts, when necessary to attend the funeral or memorial services. Such leave must be

approved in advance by the Fire Chief. "Immediate family" means spouse (or domestic partner registered according to California law) or parent, sibling, brother-in-law or sister-in-law of the employee, son, daughter, aunt, uncle, grandparents, grandchildren, niece or nephew of the employee or of the employee's spouse or registered domestic partner. For the purpose of this Agreement, stepparents are considered parents if the employee had been raised by them.

Said bereavement leave is not to be charged to sick or vacation leave.

This provision does not apply unless the notification of death to the employee is received prior to the funeral. Upon request of an employee for an exception to the above, the Fire Chief or his/her designee may allow an exception.

**SECTION 18. VACATION ENTITLEMENT**

1. Firefighters shall earn vacation in accordance with the following formula:

Number of Months	Number of shifts accrued annually	Vacation Accumulation Cap
0 – 60 months	6 shifts	400 hours
61 – 120 months	8 ½ shifts	400 hours
121 – 180 months	12 shifts	400 hours
181 or more months	13 shifts	400 hours

At the discretion of the Fire Chief or his/her designee, employees shall be allowed a reasonable number of splits of their vacation benefits. In addition, employees may use up to ninety-six (96) vacation hours in any one (1) year for emergency leave which is defined as a severe and personal emergency of the employee. Designation of vacation hours to be used for emergencies shall be selected in advance and are irrevocable.

2. Vacation Accumulation

Effective December 31, 2018, no employee shall be allowed to have an accumulation of more than 400 hours of vacation accrual to his/her credit at any one time unless prior special arrangements have been made with the Fire Chief and approved by the Executive Manager. An employee who is on vacation shall continue to accumulate vacation while using his/her previously earned vacation. An employee who is on leave without pay shall not accumulate vacation credits.

## **SECTION 19. LEAVES OF ABSENCE**

### 1. Family Illness Leave

The Fire Chief may, upon written request of an employee, grant a leave of absence a leave of absence with pay in case an employee's presence is required elsewhere because of sickness or disability of members of his/her immediate family. Such family illness leave shall not exceed, for Non-Shift Personnel, six (6) days, or for Shift Personnel, three (3) 24-hour shifts per calendar year. In each such case, the Fire Chief shall grant such leave in accordance with the family leave rights provided for under state and federal law. Such family illness leave shall be deducted from the employee's sick leave accumulation.

### 2. Personal Leave

The Fire Chief may, upon written request of an employee and due consideration of the circumstances, grant a leave of absence without pay. Upon expiration of an approved leave, the employee shall be returned to duty in an equivalent position and at the salary received at the time leave was granted.

Failure on the part of an employee on leave to report for duty at its expiration shall be cause for discharge. The time the employee is on a leave of absence without pay shall not be credited toward length of service in computing sick leave or vacation eligibility.

### 3. Jury Duty

In order to receive compensation while absent on jury duty, the employee shall notify his/her immediate superior in advance that he/she has been selected as a juror and the probable duration of the jury duty if known. Days of jury duty and all fees paid shall be verified by the court official responsible for issuing checks in payment of jury service.

### 4. Family Medical Leave Act

The Authority will comply with the Family and Medical Leave Act and the California Family Rights Act of 1993 (This section is not grievable).

An employee, at his/her discretion, may use accumulated sick leave and vacation subject to the requirements of the Sick Leave Section and the Vacation Section, while covered by the FMLA.

### 5. Wellness Program

With mutual agreement between the Authority and the Association, the Authority will provide routinely scheduled physical examinations of individual Firefighters and for special physical evaluations of individual Firefighters. These evaluations are conducted to identify opportunities for improved preventative maintenance, enhancing Firefighter physical fitness and to determine any physical impairments that might limit a Firefighter's ability to function properly. The results of these evaluations shall be confidential between the provider and the employee. The Authority shall only be entitled to aggregated data.

6. Physical Fitness

All shift personnel will participate in mandatory physical fitness/conditioning program; the intent of which is to provide employees with the opportunity to maintain and improve a constant level of physical fitness and conditioning which will better prepare them for the physical requirements of the job. Employees will be allowed up to one hour for participation in a physical fitness/conditioning program.

**SECTION 20. NO SMOKING**

An applicant shall be disqualified for employment if said applicant has smoked tobacco within one (1) year preceding the date of the filing of an application for employment.

The use of tobacco products or the vaping of any substance shall be prohibited in all areas of the fire station and all apparatus or vehicles at all times. The use of tobacco products or the vaping of any substance shall also be prohibited during public education activities, scheduled department training, inspections and fire prevention activities.

**SECTION 21. SHIFT TRADES**

Firefighters may initiate any number of shift trades per year. Shift trades are subject to the following conditions:

- (a) If any employee trading time off is advised, at least 48 hours prior to the shift, of the inability of the covering employee to work the traded time, said initiating employee is responsible to cover the traded time.
- (b) If a covering employee is injured on duty within forty-eight (48) hours of working on a traded shift and will be unable to work said shift, it will be their responsibility to cover same shift.
- (c) Shift trades will be paid back within twelve (12) months. The responsibility to track and pay back shifts is the employee's; the Authority will pay the normally-scheduled employee, and maintains no other records and provides no enforcement of trade payback.

**SECTION 22. EMT**

All employees in the bargaining unit must, at a minimum, maintain an EMT Basic certification to be eligible for employment.

## **SECTION 23.      PARAMEDIC PROGRAM**

On September 2, 2004, the Ross Valley Paramedic Authority (RVPA) approved a funding request by the Larkspur Fire Department to implement an Engine Company Paramedic Program. The funding does not increase daily staffing. It provides for differential pay, equipment and training coverage. Currently, the RVPA has authorized a total of up to seven Paramedics for the Larkspur Fire Department. As a result of the consolidation between Larkspur and Corte Madera Fire, a specific Firefighter Paramedic classification was created and Paramedic differential pay was incorporated into the base salary of the classification. Previous Paramedic differential pay was also considered in setting the salaries of other classifications.

The Authority shall utilize a Firefighter Paramedic classification for its paramedic programs. The Firefighter Paramedic classification shall not receive a differential for performing basic paramedic duties. The base salary for the Firefighter Paramedic classification includes the appropriate compensation for paramedic duties.

### **Engineer:**

An Engineer who is performing paramedic duties shall be eligible for a 4% paramedic differential.

### **Fire Captain:**

A Fire Captain who is performing paramedic duties shall be eligible for a 4% paramedic differential.

Personnel serving as paramedics shall be expected to continuously maintain their Marin County paramedic accreditation. A paramedic may choose to no longer maintain accreditation and will therefore no longer receive a paramedic incentive pay. However, before discontinuing accreditation or if an employee wishes to no longer serve as a paramedic in the Authority, they must provide the Authority with advance notice. The Authority will then remove the employee from paramedic duty after a replacement has been secured.

The Authority will set as a minimum standard for paramedics the possession of current certificates for PALS or equivalent, PHTLS or equivalent and ACLS. It will be the individual responsibility of each paramedic to maintain these certifications and any others mandated by the State of California and/or the County of Marin. All such recertification's will be completed by each paramedic in a timely manner so that no portion of a certification or minimum standard lapses during the course of employment as a paramedic by the Central Marin Fire Authority.

It is recognized that the maintenance of professional competency is the responsibility of each paramedic. The Authority will allow each paramedic up to 48 hours of Continuing Education annually to maintain these skills. The use of these hours must be approved in advance by the Fire Chief or designee and will be tracked by calendar year. The paramedic will attend all Continuing Education classes on duty as required by the Battalion Chief. If necessary, as determined by the Battalion Chief, a replacement employee may be hired to ensure adequate attendance for certification or renewal. If the

paramedic attends off duty Continuing Education Classes, that person will be compensated by the Authority at the overtime rate, for the amount of Continuing Education credits given for said class.

Employees who would receive a pay cut due to the elimination of educational incentive, shall be Y-rated until such time as a combination of the paramedic differential, step increases and/or salary increases would offset the reduction due to the elimination of their education incentive.

**SECTION 24. MINIMUM STAFFING**

The Authority will provide 11 personnel (including the BC) each shift.

**SECTION 25. PAST PRACTICES**

It is understood and agreed that any benefits and or working conditions within the scope of representation presently in effect and not modified by this Memorandum of Understanding shall remain unchanged until the Authority and the Association meet and confer pursuant to the provisions of the Government Code Section 3500, et seq and the Employer/Employee Relations Resolution concerning any proposed changes.

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the Authority and the Association.

**SECTION 26. SEPARABILITY OF PROVISIONS**

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

**SECTION 27. ZIPPER CLAUSE**

Although nothing in this Memorandum of Understanding shall preclude the parties from mutually agreeing to meet and confer on any subject within the scope of representation during the term of this Memorandum of Understanding, it is understood and agreed that neither party may require the other party to meet and confer on any subject matter covered herein or with respect to any other matter within the scope of representation during the term of this Memorandum of Understanding, except as noted below.

During the term of this Memorandum of Understanding, the parties agree to meet and conduct dialog in good faith, with an intent to develop and adopt a mutually acceptable policy on each of the areas of organizational interest listed below. The Authority will provide timely (at least two weeks) notification of proposed meeting dates and times on the various issues, and the Association will either provide a representative or representatives to attend, or will promptly propose a timely alternative meeting date and

time. Although the initiative for developing these organizational policies is the Authority's, both parties will make reasonable proposals and provide operationally and administratively feasible options in order to advance the process of adopting mutually agreed-upon policies to address the following areas of interest:

- Wellness Program

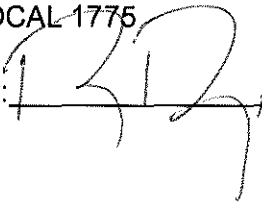

**SECTION 28.      DURATION**

This Memorandum of Understanding shall be effective July 1, 2021, except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including June 30, 2024, and shall continue thereafter from year to year unless at least one hundred and twenty (120) days prior to the first day of July 2024, or to the first day of July of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 12<sup>TH</sup> day of August, 2021.

CENTRAL MARIN FIREFIGHTERS'  
ASSOCIATION, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
LOCAL 1775

CENTRAL MARIN FIRE AUTHORITY

By:  STORSTEWARD By: , EXECUTIVE MANAGER