

**RESOLUTION NO. 2024/09**

**A RESOLUTION OF THE CENTRAL MARIN FIRE COUNCIL OF THE CENTRAL MARIN FIRE AUTHORITY AUTHORIZING THE MANAGEMENT COMMITTEE TO EXECUTE AMENDMENTS TO THE SALARY AND BENEFITS FOR THE POSITION OF ADMINISTRATIVE ASSISTANT FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027**

**RESOLVED**, by the Fire Council of the Central Marin Fire Authority that:

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**1. Compensation Schedules**

The compensation schedules attached hereto and entitled, respectively "Compensation Schedule", hereby is incorporated and adopted as the Compensation Schedule for the employee(s) of the Central Marin Fire Authority (CMFA) shown therein beginning July 1, 2024, and ending June 30, 2027.

**2. Application of Salary and Wage Rates**

Employees shall be assigned a salary or wage 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.

a. Rates of Pay

The monthly salary range for each classification shall be as follows:

- i. Effective the First full pay period in July 2024, CMFA shall increase the top step of the salary range for each classification by four percent (4%). CMFA shall pay this increase retroactively to the first full pay period in July 2024 during the first full pay period after adoption of this Resolution.
- ii. Effective the first full pay period in July 2025, CMFA shall increase the top step of the salary range for each classification by three percent (3%).
- iii. Effective the first full pay period in July 2026, CMFA shall increase the top step of the salary range for each classification by three percent (3%).

**3. Insurance Allowances – Active Employees**

- a. Under the Flexible Benefit Plan the Central Marin Fire Authority monthly contribution for the individual employee and the employee's eligible dependents shall be One Hundred and Fifty-Seven Dollars (\$157.00) per month toward the CalPERS medical plan of the employee's choice and shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

In addition, the Central Marin Fire Authority provides an Internal Revenue Code Section 125 Plan that contains the components of benefit allowance, premium conversion, health care reimbursement account, and dependent care reimbursement account.

The Central Marin Fire Authority shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components:

<u>Family Status</u>	<u>Central Marin Fire Authority Contribution</u>
Employee only	CalPERS Bay Area Kaiser rate for Employee Only, less PERS required MEC
Employee plus one	CalPERS Bay Area Kaiser rate for Employee plus one, less PERS required MEC
Employee plus two or more	CalPERS Bay Area family rate, less PERS required MEC

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 Central Marin Fire Authority contribution, as stated above, will pay the difference via pre-tax payroll deductions.

The Central Marin Fire Authority shall contribute an amount necessary to pay the full cost for maintaining the existing (1) dental insurance, (2) life insurance, (3) long-term disability insurance, and (4) vision insurance.

b. Supplemental Dental Fund

For the duration of this Resolution, CMFA will make available a supplemental dental fund. This fund may be used to reimburse an employee up to Four Hundred Dollars (\$400.00) per year, for dental expenses incurred by a full-time employee, once the employee has reached the annual maximum provided for in the insured employees' dental plan. The employee will need to provide written proof that the employee has reached the annual maximum amount provided for in the insured's dental plan. This supplemental plan is available only for expenses incurred by the employee as the patient, not the employee's dependents.

c. Opt Out of Medical Coverage

Employees may opt out of CMFA-provided Section 125 Plan benefit for medical coverage in Section 4 provided evidence is submitted that the employee has obtained medical insurance coverage elsewhere. An employee that opts out of the CMFA provided Section 125 Plan benefit for medical coverage in Section 9a shall be paid Three Hundred and Fifty Dollars (\$350)/month. The employee may choose to have the monthly opt out payment placed into their Deferred Compensation account provided such contribution will not exceed allowable limits.

4. Retiree Medical

Employees hired or rehired by the Central Marin Fire Authority (Corte Madera and/or Larkspur Fire Departments) after August 1, 2011.

The Central Marin Fire Authority retiree medical contribution shall be limited to the PERS

Minimum Employer Contribution (MEC). In addition to the MEC, CMFA shall make the contributions to a Retirement Health Savings Account (RHSA) in accordance with the table below for employees hired or rehired after August 1, 2011:

<u>Years of Service</u>	<u>Central Marin Fire Contribution</u>
0 -3	No contribution
Beginning of 4 <sup>th</sup> – 10	\$1,500.00 annual
Beginning of 11 <sup>th</sup> plus	\$1,875.00 annual

**5. Compensatory Time Policy**

Employees shall not work more than 40 hours per work week without the prior approval of the Fire Chief. In the event that an employee works more than 40 hours during any workweek (exclusive of any hours not actually worked during that workweek), with the advance approval of the Fire Chief, such employee shall receive either (1) overtime pay at one and one-half times their straight time hourly rate or (2) compensatory time off at one and one-half times the additional time worked. The time at which compensatory time is taken shall be determined by the Fire Chief with due regard for the wishes of the employee and the needs of the Fire Authority. Such employees may have accrued no more than 56 hours of compensatory time. Any time accrued beyond 56 hours will automatically be paid for in cash.

**6. Employer Paid PERS Member Contribution**

Classic PERS employees will be members of the Central Marin Fire Authority miscellaneous 2.5% at 55 PERS plan. Classic PERS employees covered under this Resolution will pay the 8% employee PERS contribution.

Employees who meet the definition of a new member under PEPPRA will be members of the Central Marin Fire Authority 2% at 62 miscellaneous PERS retirement plan. Such members shall contribute at least 50% of the normal cost to PERS.

All employee contributions to PERS shall be pursuant to Internal Revenue Code Section 414 (h) (2).

**7. CalPERS “Classic” Employees payment of a portion of the Employer’s (Central Marin Fire Authority) Contribution Rate towards PERS**

As cited above in Section 6, employees shall participate in the PERS Retirement Tax Deferral Plan as authorized under Section 414 (h) (2) of the Internal Revenue Code. All employee contributions made on the behalf of the Central Marin Fire Authority shall be pursuant to Internal Revenue Code Section 414 (h) (2):

Classic PERS employees will pay 5.5% of salary toward the PERS employer contribution rate.

## 8. Holidays

### a. Benefit

Regular and probationary full-time employees shall be entitled to take the following authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day:

1. July 4th, known as "Independence Day".
2. The first Monday in September, known as "Labor Day".
3. The second Monday in October, known as "Columbus Day".\*
4. November 11th, known as "Veteran's Day".
5. The fourth Thursday in November, known as "Thanksgiving Day".
6. The Friday following Thanksgiving.
7. December 25th, known as "Christmas Day".
8. One floating holiday to be taken on either the last working day prior to Christmas or New Years Day, only after prior approval is obtained from the Fire Chief.
9. January 1st, known as "New Years Day".
10. The third Monday in January, known as "Martin Luther King's Birthday".
11. February 12th, known as "Lincoln's Birthday".\*
12. The third Monday in February, known as "Washington's Birthday".
13. The last Monday in May, known as "Memorial Day".
14. June 19<sup>th</sup>, known as "Juneteenth".\*

\* See subsection "b" below.

### b. Exchange of Designated Holidays for Floating Holidays

Columbus Day, Lincoln's Birthday, and Juneteenth 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, February 12<sup>th</sup> and June 19<sup>th</sup> 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, Lincoln's Birthday, and Juneteenth holidays occur in order to have earned such holidays.

### c. 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.

### d. Accounting for Holidays

Holiday Pay will be counted in eight (8) hour increments if the employee is working on an 8/40 schedule; nine (9) hour increments if the employee is working on a 9/80 schedule; and ten (10) hour increments if the employee is working on a 10/40 schedule.

**9. Vacations**

a. Vacation Allowance

Regular and probationary full-time employees shall be entitled to vacation leave as follows:

Employees hired or rehired by the Central Marin Fire Authority (Corte Madera and/or Larkspur Fire Departments) after August 1, 2011

<u>Years of Service</u>	<u>Hours of Vacation Per Year</u>	<u>Hours of Vacation Bi-Weekly</u>
0 through 1 Year	80	3.08
2 through 5 Years	96	3.70
6 through 10 Years	120	4.62
11 through 19 Years	160	6.16
20 or more Years	168	6.46

b. Vacation Accumulation

No employee shall be allowed to have an accumulation of more than three hundred hours of vacation accrual to his/her credit at any one time unless prior special arrangements have been made with the Fire Chief. 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.

c. Holiday During Vacation

When a paid holiday falls within a vacation period assigned to an employee by prior arrangement with the employee and with due regard for his/her preference, the Fire Chief may extend the vacation period by the length of the paid holiday or may return to the employee's vacation leave balance the length of the paid holiday.

d. Vacation Pay at Termination

After completion of six (6) months of service, an employee shall be paid for his/her accrued vacation upon resignation (after giving two (2) weeks written notice) or upon separation by any other method except dismissal for fraud or other act as a result of which the employee owes the Central Marin Fire Authority money.

**10. Sick Leave**

a. Accrual

Sick leave, with pay, shall be allowed for all full-time regular and probationary employees only in case of necessity and actual personal sickness or disability and for necessary medical and dental appointments. Sick leave shall be accrued in accordance with the below schedule.

Sick Leave Accumulation

Hours of Sick Leave Per Year	Hours of Sick Leave Bi-Weekly
<hr style="width: 50%; margin: auto;"/> 96	<hr style="width: 50%; margin: auto;"/> 3.70

b. Usage

Sick leave credit shall not be considered as a privilege which an employee may use at his/her 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 Fire Chief and/or his/her designee prior to the beginning of the shift from which the employee will be absent. The employee will inform the Fire Chief and/or his/her designee of the potential duration of his/her illness.

The Authority reserves the right, if an absence is more than 3 consecutive days, to request physician verification of illness.

c. 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.

d. Sick Leave While on Vacation or on Paid Holiday

If an employee becomes ill or injured while on vacation, the employee 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 Fire Chief and/or his/her designee on the date of illness or injury.

**11. Leaves of Absence: Job Incurred, Bereavement, Family Illness, Personal, Jury Duty**

a. Job Incurred Illness or Injury Leave

A regular or probationary full-time employee of the Central Marin Fire Authority who has suffered a disability caused by illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California, shall be entitled to disability leave while so disabled as follows:

- i. Full pay for the first day on which the employee is injured or becomes ill.
- ii. During the next five (5) workdays of disability, the employee may utilize unused sick leave integrated with Workers' Compensation payments.
- iii. If the disability extends beyond the five (5) workdays specified in (b) above, the employee shall be entitled to disability leave while so disabled without loss of compensation for the continuing period of disability to a maximum of sixty (60) calendar days. Said sixty (60) day period shall not apply if an employee has a recurrence of a specific illness or injury or suffers an injury or illness directly

related to a prior illness or injury. (For example, if an employee suffers a job-related back injury, and is unable to work at full capacity because of his/her back pain or re-injures his/her back while performing work, said employee would be paid for the last day worked and thereafter any pay would be deducted from his/her sick leave balance, if any).

- iv. If the employee's disability caused by illness or injury arising out of and in the course of his/her employment extends beyond the sixty (60) calendar days described in (c) above, the employee may integrate his/her unused sick leave with the Workers' Compensation payments provided that the sum of the Workers' Compensation payments and paid leave does not exceed the employee's regular rate pay for said period.

During the period the employee is paid by the Central Marin Fire Authority, the employee shall endorse to the Central Marin Fire Authority any benefit payments received as a result of Workers' Compensation insurance coverage. The Central Marin Fire Authority reserves the right to withhold payment of any disability benefit until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

b. 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) days, when necessary to attend the funeral or memorial services. Such leave must be approved in advance by the Fire Chief. In no event shall funeral leave be granted in excess of five (5) working days in any one (1) fiscal year.

"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.

c. Family Illness Leave

A maximum of five (5) days of accumulated sick leave may be taken each calendar year in case an employee's presence is required elsewhere because of sickness or disability of members of his/her immediate family as defined in Sub-Section 11b. In each such case, leave shall be granted by the Fire Chief when, in his/her opinion, the relationship of the sick or disabled person to the employee and the specific circumstances warrant such use of accumulated sick leave.



d. Personal Leave

The Fire Authority Management Committee 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.

e. Jury Duty

Any employee required for jury service shall be entitled to the difference between jury duty pay and his/her regularly scheduled pay during such period of time. In order to receive compensation while absent on jury duty, the employee shall notify his/her immediate supervisor 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.

## **12. Family Medical Leave Act**

a. Eligibility

Under the California Family Rights Act (CFRA) and the federal Family Medical Leave Act (FMLA), if you have more than twelve (12) months of service with the Central Marin Fire Authority and have worked at least one thousand two hundred and fifty (1,250) hours in the twelve (12)-month period before the date you want to begin your leave, you may have a right to a family care or medical leave ("FMLA/CFRA leave"). FMLA/CFRA leave may be taken for maternity or parental bonding leave related to the birth, adoption, or foster care placement of your child, or for your own serious health condition, or for the serious health condition of your child, parent, spouse, or domestic partner.

b. Protection

Both the FMLA and CFRA contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to some exceptions. They also protect you from discrimination against you for exercising your right to such leave. To secure protection for this leave, you must comply with the notice, certification, and other requirements of the Central Marin Fire Authority's "FMLA/CFRA Family and Medical Leave Policy". Forms for this purpose are available from your supervisor or the Finance Department.

c. Duration

FMLA/CFRA leave may be up to twelve (12) work weeks in a twelve (12)-month period. Even if you are not eligible for FMLA/CFRA leave, if disabled by pregnancy, childbirth, or related medical conditions, you are entitled to take a Pregnancy Disability Leave of up to four months, depending on your period(s) of actual disability. Pregnant

women who are CFRA-eligible have certain rights to take up to four (4) months of Pregnancy Disability Leave PLUS up to twelve (12) additional weeks of CFRA leave for parental bonding.

d. Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule. If you are taking a parental bonding leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two (2) weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

e. Notice

If possible, you must provide at least thirty (30) days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy. For events which are unforeseeable, you must notify the Central Marin Fire Authority, at least verbally, as soon as you learn of the need for the leave.

f. Certification

The Central Marin Fire Authority requires certification from your health care provider before authorizing a protected leave for pregnancy or your own serious health condition. The Central Marin Fire Authority requires certification from the health care provider of your child, parent, spouse, or domestic partner who has a serious health condition before allowing you a leave to take care of that family member. Medical certification forms are available from the Finance Department.

g. Pay and Benefits

The Central Marin Fire Authority may require you to use sick, vacation or other accrued time, consistent with policies for use of such time, before taking the remainder of your FMLA/CFRA leave as an unpaid leave. Members of some bargaining units may also be eligible to supplement their leave with disability insurance or state disability insurance and paid family leave (SDI/PFL) payments. The Central Marin Fire Authority will continue to pay the employer contribution to your health benefits while you are on FMLA/CFRA leave.

### **13. Military Family Leave**

Eligible employees are entitled to up to twelve (12) weeks of leave under the federal Family Medical Leave Act (FMLA) because of any qualifying requirement arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active-duty status, in support of a contingency operation.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single twelve (12)-

month period to care for the service member.

**14. School Participation Leave**

An employee who has custody of a child (parent, guardian or grandparent) may take unpaid\* leave to participate in an activity at a child's school or licensed child day care facility up to forty (40) hours per child, per year. Such leave may be limited to eight (8) hours per month.

**15. Domestic Violence Leave**

An employee who is a victim of domestic violence work may take unpaid\* leave to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her children.

**16. Educational Reimbursement**

The Central Marin Fire Authority shall reimburse employees' receipted costs for tuition, fees and books incurred by attending educational programs/classes which are related to the present or known future needs of the Central Marin Fire Authority or to employee's career development in employee's current professional field. This includes individual classes meeting requirements for an undergraduate or graduate degree that is job-related. In order to be reimbursed for such costs, the educational program must be approved in advance by the Fire Chief and/or the Management Committee, and the employee must attain a passing grade of "B" or better. For programs where a passing grade is not provided, presentation of a certificate of completion will be required. Reimbursement will be made for each employee up to one thousand two hundred (\$1,200) per fiscal year. The number of courses reimbursed each year shall be limited to four (4) under the quarter system and three (3) under the semester system.

**17. Reimbursable Expenses**

The Central Marin Fire Authority may reimburse employees a maximum of one thousand five hundred (\$1500) per year per employee for certain Health and Wellness expenses, Green commuting expenses, or to Town of Corte Madera's Parks and Recreation program expenses, such as classes, childcare, afterschool and summer programs. Employees may choose any combination of the above three types of reimbursable expenses and may request reimbursement or direct payment to the service provider up to a maximum of one thousand five hundred (\$1500) per year per employee.

- a. Health and Wellness expenses may include membership in a health club or for other wellness expenses. Employees may request reimbursement or request the Central Marin Fire Authority provide direct payment to the employee's health club or wellness services provider. An invoice or receipt is required for reimbursement or direct payment.

**18. No Relationship To Other Employee Agreements**

The compensation and benefits for employees are established entirely apart from the compensation and benefits provided in agreements with employee unions or other bargaining groups.

**19. Retroactive Pay**

Retroactive pay, if applicable, shall be rendered to personnel who are employed by the Central Marin Fire Authority on the date this Resolution is adopted. Former employees who have left the Fire Authority's employment prior to that date shall not be eligible for any retroactive pay.

**NOW BE IT FURTHER RESOLVED** that the compensation herein fixed shall be effective as of July 01, 2024, and ending June 30, 2027.

\* \* \* \* \*

**IT IS HEREBY CERTIFIED** that the foregoing Resolution was duly and regularly adopted by the Fire Council of the Central Marin Fire Authority, at a regular meeting thereof held on the 8th of August 2024 by the following vote, to wit:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:

APPROVED:

\_\_\_\_\_  
Charles Lee, Council Chair  
Central Marin Fire Authority

ATTEST:

\_\_\_\_\_  
Lorena Barrera, Authority Clerk  
Central Marin Fire Authority

## SALARY SCHEDULE FOR ADMINISTRATIVE ASSISTANT

### Salary Range Effective July 01, 2024

Administrative Assistant		Step1	Step 2	Step 3	Step 4	Step 5
	Monthly	6,882	7,226	7,587	7,966	8,365
	Hourly	39.70	41.69	43.77	45.96	48.26

### Salary Range Effective July 01, 2025

Administrative Assistant		Step1	Step 2	Step 3	Step 4	Step 5
	Monthly	7,088	7,443	7,815	8,205	8,616
	Hourly	40.89	42.94	45.09	47.34	49.71

### Salary Range Effective July 01, 2026

Administrative Assistant		Step1	Step 2	Step 3	Step 4	Step 5
	Monthly	7,301	7,666	8,049	8,452	8,874
	Hourly	42.12	44.23	46.64	48.76	51.20