

RESOLUTION NO. 2024/11

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 WITH THE CENTRAL MARIN BATTALION CHIEFS ASSOCIATION/IAFF LOCAL 1775 FOR THE PERIOD OF NOVEMBER 01, 2024, THROUGH JUNE 30, 2027

WHEREAS, the Management Committee of the Central Marin Fire Authority (CMFA) and the International Association of Firefighters, Local 1775, Battalion Chiefs Association, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment; and

WHEREAS, they 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.

NOW, THEREFORE, BE IT RESOLVED, that the Central Marin Fire Council hereby authorizes the Management Committee to enter into an agreement with the International Association of Firefighters, Local 1775, Battalion Chiefs Association, which is attached hereto and incorporated herein by reference as though fully set forth.

BE IT FURTHER RESOLVED, by the Central Marin Fire Council of CMFA that Resolution No. 2021/04 and any other resolution to the extent that it is inconsistent with the terms stated herein are hereby repealed and superseded by this Resolution, effective November 1, 2024.

IT IS HEREBY CERTIFIED that the foregoing Resolution No. 2024/11 was duly and regularly adopted by the Central Marin Fire Council of the Central Marin Fire Authority at a regular meeting thereof held this 14th day of November 2024 with the following vote to wit:

AYES: COUNCILMEMBERS: *Candell, Casissa, Thomas, Way*
NOES: COUNCILMEMBERS: - None -
ABSENT: COUNCILMEMBERS: - None -

APPROVED:
Catherine R Way
Catherine Way, Authority Vice Chair

ATTEST:


Lorena Barrera, Authority Clerk



MEMORANDUM OF UNDERSTANDING

between

THE CENTRAL MARIN FIRE AUTHORITY

and

CENTRAL MARIN BATTALION CHIEFS' ASSOCIATION

I.A.F.F. LOCAL 1775

NOVEMBER 01, 2024 – JUNE 30, 2027

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MEMORANDUM OF UNDERSTANDING
between
Central Marin Fire Authority
and
Central Marin Battalion Chiefs' Association, I.A.F.F. Local 1775

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 November 01, 2024, through June 30, 2027.

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.

1 GENERAL PROVISIONS

1.1 RECOGNITION

1.1.1 *Association Recognition*

The Central Marin Battalion Chiefs' 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 titled Battalion Chief.

1.1.2 *Management Recognition*

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

1.2 NON-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/her rights under Section 3502 of the Government Code.

Except for claims brought by the Association for discrimination or retaliation for Association 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.

1.3 INSPECTION OF MEMORANDUM

The parties agree to have an Association member, along with an Authority representative, review the MOU language to ensure correct spelling, punctuation, gender neutrality, and formatting.

1.4 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 Government Code Section 3500, et seq and the Employer/Employee Relations Resolution, concerning any proposed changes.

1.5 SEVERABILITY 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.

1.6 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 areas of interest continued herein.

1.7 FULL UNDERSTANDING, MODIFICATION AND WAIVER

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

1.8 DURATION

This Memorandum of Understanding shall be effective November 01, 2024, except for those provisions of the Memorandum of Understanding which have been expressly assigned other effective dates, and shall remain in full force and effect up to and including June 30, 2027.

2 ORGANIZATIONAL SECURITY

2.1 DUES DEDUCTIONS

2.1.1 PROCEDURES

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:

2.1.1.1 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.

2.1.1.2 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.

2.1.1.3 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.

2.1.1.4 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 regard, all other required deductions have priority over the employee organization deduction.

2.1.1.5 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 provisions of this section are adversely affected by any legislation enacted within the lifetime of this MOU Agreement.

2.1.1.6 To the extent permitted by law, the Association shall defend, indemnify and hold harmless the Authority 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's fees and costs but the cost of management preparation time as well. The Authority shall notify the Association of any such costs on a case-by-case basis.

3 COMPENSATION

3.1 TOTAL COMPENSATION

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 expenses authorized and incurred incident to Authority employment.

3.2 RATES OF PAY

3.2.1 RATES OF PAY

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

3.2.1.1 Effective the first full pay period in November 01, 2024 the Authority shall increase the top step of the salary range for sworn employees by four percent (4.0%).

3.2.1.2 Effective the first full pay period in July 2025, the Authority shall increase the top step of the salary range for sworn employees by four percent (4.0%).

3.2.1.3 Effective the first full pay period in July 2026, the Authority shall increase the top step of the salary range for sworn employees by four percent (4.0%).

3.2.2 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.

Employee step increases shall occur annually on the anniversary of the employee's hire date, and/or when promoted to a different rank, on the anniversary of his or her promotion date.

3.3 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:

3.3.1 His or her assignment must be for a minimum of one (1) hour or more.

3.3.2 The employee must meet the minimum qualifications of the classification in which the employee is assigned to act.

3.4 DUTY CHIEF STANDBY PAY

3.4.1 In the event that the Fire Chief is unavailable, a Battalion Chief may be requested to provide Duty Chief coverage and shall be compensated for a 4-hour minimum plus any additional call back hours worked.

3.5 LONGEVITY PAY

3.5.1 Employees in represented classifications shall receive longevity pay of two percent (2.0%) included in base pay, beginning with the employee's eighth (8th) year of employment with the Authority.

3.5.2 Employees in represented classifications shall receive an additional two percent (2.0%) of longevity pay for a total of four percent (4.0%) included in base pay, beginning with the employee's twelfth (12th) year of employment with the Authority.

4 BENEFITS – HEALTH AND WELFARE

4.1 MEDICAL

4.1.1 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):

Employee Only: Up to the CalPERS Region 1 Kaiser rate for Employee only.

Employee plus one: Up to CalPERS Region 1 Kaiser rate for Employee plus one.

Employee plus two or more: Up to CalPERS Region 1 Kaiser family rate.

4.1.2 The employees listed below shall continue to be allowed to apply the value of the CalPERS Region 1 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 either the number of family members covered or the provider selection, this section shall no longer apply to the employee making said change and section 4.1.1 shall immediately apply.

Ezra Colman, Steve Walton

4.1.3 For employees hired subsequent 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):

Employee Only: Up to ninety percent (90%) of the CalPERS Region 1 Kaiser rate for Employee only.

Employee plus one: Up to ninety percent (90%) of the CalPERS Region 1 Kaiser rate for Employee plus one.

Employee plus two or more: Up to ninety percent (90%) of the CalPERS Region 1 Kaiser family rate.

4.1.4 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 any other reason.

4.1.5 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 any other reason.

4.2 DENTAL PLAN

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 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.

4.3 CHANGE IN EMPLOYEE BENEFITS PLAN

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 or superior to the present coverage and is acceptable to the Association.

4.4 LIFE INSURANCE

The Authority shall provide members of the bargaining unit with Fifty Thousand Dollars (\$50,000.00) of life insurance coverage. Authority-provided life insurance benefits will terminate upon the separation of the employee.

4.5 RETIREMENT HEALTH SAVINGS ACCOUNT

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:

4.5.1 Employer Contributions: There shall be no employer contributions to the RHS plan described in this section beyond the contributions described in Section 4.11.

4.5.2 Employee Contributions: Employees with accumulated unused vacation 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 (48) hours

of vacation leave at the employee's current straight time hourly rate. Employee contributions to the RHS plan are vested immediately.

- 4.5.3** 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 his or her RHS account.
- 4.5.4** 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 4.5.2 of this MOU. Members hired after March 31, 2015, will no longer contribute any accrued vacation leave hours to their RHS account.

4.6 EMPLOYEE WELLNESS BENEFIT

The Association and the Authority desire to promote the health and well-being of employees by encouraging physical fitness. Improved health and fitness are understood by both parties to improve members' current sense of wellness and to reduce future medical issues and costs.

- 4.6.1** Effective the first full pay period in November 2024, the Authority shall reimburse members up to a maximum of Five Hundred Dollars (\$500.00) per fiscal year for qualifying expenses.
 - 4.6.1.1** Health/fitness/wellness club membership and programs (online or in-person).
 - 4.6.1.2** Classes and programs (online or in-person) related to health/fitness/wellness.
 - 4.6.1.3** Health/Fitness equipment. Generally, health/fitness equipment is defined to include any machine, apparatus, or item that would be available for use by the member at a health/fitness club or through an organized health, fitness, wellness group, course or program.
 - 4.6.1.4** Medical, health, and/or cancer blood screening tests.
 - 4.6.1.5** Massage, chiropractic treatment, and/or acupuncture treatment.
 - 4.6.1.6** Classes or consultations related to nutritional health and sleep.
- 4.6.2** The form and information required to claim reimbursement for this benefit are left to the discretion of the Fire Chief or his/her designee.
- 4.6.3** Off-duty, recreational, athletic and social activities may not be covered by workers compensation benefits if the injury arises out of voluntary participation and the activity is not part of the employee's work-related duties per CA Labor

Code section 3600(a)(9).

4.7 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.

4.8 PHYSICAL FITNESS

All shift personnel will participate in mandatory physical fitness/conditioning programs, 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 per shift for participation in a physical fitness/conditioning program.

4.9 RETIREMENT

4.9.1 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)
- All unused sick leave credit (GCS 20965)
- Post Retirement Death Benefit with PRSA (Post Retirement Survivor Allowance) (GCS 21624, 21626 and 21628)

4.9.2 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.)

4.9.3 EMPLOYEE PERS COST SHARING

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

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

4.9.3.3 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%).

4.9.4 RETIREE MEDICAL

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

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

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.

Family Status	Authority Contribution
Employee Only	CalPERS Region 1 Kaiser Employee Only
Employee + One	CalPERS Region 1 Kaiser 2-Party
Family	CalPERS Region 1 Kaiser 2-Party
Medicare Eligible Employee Only	Medicare Eligible CalPERS Region 1 Kaiser Employee Only
Medicare Eligible Employee + One	Medicare Eligible CalPERS Region 1 Kaiser Rate 2-Party

Family Status	Authority Contribution
Medicare Eligible Family	Medicare Eligible CalPERS Region 1 Kaiser 2-Party

4.9.4.2 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

4.9.4.3 Any of the employees listed below who receive an Industrial Disability Retirement from CalPERS and who have 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
 Ryan Fischer
 Bret Reed
 John Daley
 Matthew Phillips
 Rod Potts
 Erik Schroth

Family Status	Authority Contribution
Employee Only	CalPERS Region 1 Kaiser Employee Only
Employee + One	CalPERS Region 1 Kaiser 2-Party
Family	CalPERS Region 1 Kaiser 2-Party
Medicare Eligible Employee Only	Medicare Eligible CalPERS Region 1 Kaiser Employee Only
Medicare Eligible Employee + One	Medicare Eligible CalPERS Region 1 Kaiser 2-Party
Medicare Eligible Family	Medicare Eligible CalPERS Region 1 Kaiser 2-Party

4.9.4.4 EMPLOYEE OPEB CONTRIBUTION

The parties agree that bargaining unit employees who have a seniority date on or prior to March 31, 2015, shall contribute the below specified amounts to assist the Authority in retiring the OPEB liability. Employees with a seniority date on or

after April 1, 2015, shall not be required to contribute to the OPEB liability per this section.

Effective two pay periods after adoption of this MOU, all existing bargaining unit employees shall pay Sixty Dollars and No Cents (\$60.00) per month toward the Authority's OPEB liability.

4.9.5 EMPLOYEES HIRED OR WITH A SENIORITY DATE 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).

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

4.9.6 VESTING

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

4.10 PEHMCA 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.

4.11 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:

4.11.1 Employer Contributions:

There shall be no employer contributions to the RHS plan described in this section beyond the contributions described in Section 4.5.

4.11.2 Employee Contributions:

Employees with accumulated unused vacation 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.

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 his or her RHS account.

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 4.5 of this MOU. Members hired after March 31, 2015, will no longer contribute any accrued vacation leave hours to their RHS account.

4.12 CHANGE IN BENEFITS

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 or superior to the present coverage and is acceptable to the Association.

5 LEAVE

5.1 SICK LEAVE

5.1.1 ACCRUAL

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

Sick Leave Accumulation

Academy Recruit(s)	5.54 hours bi-weekly
Shift Personnel	5.54 hours bi-weekly
Non-Shift Personnel	3.70 hours bi-weekly

5.1.2 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 payments.

5.1.3 USAGE

Sick leave credit shall not be considered as a privilege which an employee may use at his or 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 Duty 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 Duty Chief. The employee will inform the Duty Chief of the potential duration of his or her illness.

The Authority reserves the right, if an absence is in excess of forty-eight (48) hours, to request physician written verification of illness.

5.1.4 SICK LEAVE WHILE ON VACATION

If an employee becomes ill or injured while on vacation, he or she 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 Duty Chief on the date of illness or injury.

5.2 VACATION

5.2.1 VACATION ENTITLEMENT

Battalion Chiefs 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.

5.2.2 VACATION ACCUMULATION

Effective December 31, 2018, no employee shall be allowed to have an accumulation of more than four hundred (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.

5.3 DEFERRED COMPENSATION FOR VACATION LEAVE

Following the first paycheck in June, members of this unit may elect to have up to fifty-six 72 of unused vacation hours converted to deferred compensation and deposited into a Retiree Health Savings (RHS) account, a 457 account, or some combination of the two accounts administered by ICMA-RC/Mission Square. The program will be established and maintained in accordance with the guidelines of ICMA- RC/Mission Square.

5.4 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.

5.5 ADMINISTRATIVE LEAVE

It is the desire of the Central Marin Fire Authority to recognize the many additional hours of service its Battalion Chiefs provide through an Administrative Leave program.

5.5.1 ANNUAL ALLOCATION

At the beginning of the fiscal year, employees in the Battalion Chiefs Unit shall be credited with the following to be used to compensate for additional work performed outside of the normal business day. (This allocation will be prorated for employment that begins after the start of the fiscal year.) Administrative leave may be taken as paid time off during the course of the fiscal year.

5.5.1.1 Battalion Chiefs assigned to a 40-hour/week schedule: 80 hours; or

5.5.1.2 Battalion Chiefs assigned to a 56-hour/shift schedule: 5 shifts

5.5.2 EXPIRATION OF ADMINISTRATIVE LEAVE

Administrative leave must be used during the fiscal year granted. For those employees who do not meet the following criteria, upon the issuance of the first paycheck in June, shall not be entitled to Administrative Leave:

5.5.2.1 Employee remains in good standing with Central Marin Fire Authority,

5.5.2.2 And have used at least five (5) working days of vacation leave during the current fiscal year (prior to June 1).

5.5.3 DIRECT COMPENSATION FOR ADMINISTRATIVE LEAVE

No later than the last working day in May, employees who met or will meet the criteria in Paragraph 5.5.2 may notify the Fire Chief and/or Executive Manager of their desire to receive direct compensation for all or a portion of their administrative leave balances. Direct compensation shall be made on the first paycheck in June.

5.5.4 DEFERRED COMPENSATION FOR ADMINISTRATIVE LEAVE

Following the first paycheck in June, remaining administrative leave balances shall be converted to deferred compensation and deposited into a Retiree Health Savings (RHS) account, a 457 account, or some combination of the two accounts administered by ICMA-RC/Mission Square. The program will be set-up and maintained in accordance with the guidelines of ICMA- RC/Mission Square.

5.6 HOLIDAY PAY

5.6.1 BENEFIT

The following holidays are recognized by the Authority as paid holidays for fulltime 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"
- June 19th, known as "Juneteenth"

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

5.6.2 EXCHANGE OF DESIGNATED HOLIDAY

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.

5.6.3 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.

5.6.4 "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 5.4.1, 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 pay" shall only be paid for hours actually worked on such holidays.

5.6.5 "HOLIDAY IN-LIEU PAY" FOR "SHIFT PERSONNEL"

"Shift Personnel" assigned to the duty cycles specified in Sub-Section 1.1 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 fourteen (14) twelve-hour days per year at straight time (14 x 12 = 168 straight time hours). Such pay shall be received in the amount of six and four hundred sixty-two thousandths (6.462) hours of straight time pay with each regular bi-weekly paycheck.

5.7 LEAVES OF ABSENCE

5.7.1 BEREAVEMENT LEAVE

In case of death within the immediate family of an employee, such 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 has been raised by them.

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

This provision does not apply unless the death notification 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.

5.7.2 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.

5.7.2.1 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.

5.7.3 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 for payment of jury service.

5.7.4 FAMILY MEDICAL LEAVE ACT (FMLA)

The Authority will comply with all state and federal leave laws. (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.

5.7.5 FAILURE TO REPORT AFTER LEAVE

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.

6 TERMS & CONDITIONS OF EMPLOYMENT

6.1 HOURS OF WORK

6.1.1 WORKING HOURS

6.1.2 56 HOUR BATTALION CHIEF

6.1.3 During the term of this Agreement, the formal Fire Duty Cycle for Battalion Chiefs assigned to a 56-hour work week 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.

6.1.4 40 HOUR BATTALION CHIEF

The Standard Duty Day for 40-hour Fire Battalion Chiefs shall consist of one period of 8 consecutive hours beginning at 0700 hrs. Upon approval of the fire chief, the hours comprising the duty day may be modified to accommodate a “four-ten” or (nine-nine) schedule.

6.1.5 TYPES OF SERVICE

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

6.2 OVERTIME

6.2.1 OVERTIME PAY

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

6.2.2 FLSA OVERTIME

Overtime for Fair Labor Standards Act (FLSA) purposes is time worked by a Battalion Chief 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 Battalion Chief 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 shall be paid at FLSA regular rate of pay.

6.2.3 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.

6.3 SHIFT TRADE POLICY

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

- 6.3.1 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.
- 6.3.2 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 his or her responsibility to cover the same shift.
- 6.3.3 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 maintain no other records and provide no enforcement of trade payback.

6.4 LICENSES, CERTIFICATIONS, ACCREDITATIONS

6.4.1 DMV LICENSURE

- 6.4.1.1 All personnel will be required to possess a minimum DMV licensure consistent with the driver license requirement for the job class held (*Minimum of a valid California Class "C" license for firefighter paramedic, and/or a valid California Class "B" or Class "C" with a firefighter endorsement "F" if operating fire apparatus*) at all times. If the member fails to maintain licensure, the member may be assigned to duties, which do not require driving, for up to sixty (60) calendar days from the date of the DMV report, to allow the member the opportunity to seek the reinstatement of his or her driver's license, provided:
 - 6.4.1.2 The member can still perform the majority of his or her job duties.
 - 6.4.1.3 There is minimal impact on the department work output as determined by the Fire Chief.
 - 6.4.1.4 After sixty (60) days, when there was an alternate assignment for the member, if the member fails to regain and/or have his or her driver's license reinstated, the member will be placed on Administrative Leave Without Pay (or allowed to use any accrued vacation and/or emergency leave) until such time he or she can regain his or her license, for a period not to exceed four (4) months. If the license has not been regained after six (6) months, the Authority reserves the right to administratively disqualify and release the member from employment in conformance with the Firefighters Procedural Bill of Rights Act.

6.4.2 EMT CERTIFICATION

All members who are not State of California Certified and Marin County Accredited Paramedics always must possess and maintain a valid EMT Certification from the State of California and the County of Marin as a condition of employment. If the member fails to maintain certification, the member will be placed on unpaid

Administrative Leave (or allowed to use any accrued vacation and/or emergency leave) until such time he or she can regain EMT certification for a period not to exceed six (6) months. If the certification has not been regained after six (6), the Authority reserves the right to administratively disqualify and release the member from employment in conformance with the Firefighters Bill of Rights.

6.5 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 at all times shall be prohibited in all areas of the fire station, all apparatus, and/or vehicles. 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.

6.6 PROBATIONARY PERIOD

6.6.1 DURATION

All original 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). The probationary period for all original appointments shall begin after successful completion and graduation from any "New Hire" Academy. Individual probationary periods may be extended for good cause upon request of the Fire Chief and with the concurrence of the Executive Manager; provided, however that no probationary period shall exceed eighteen (18) months. Time in a non-paid status, or other leave, such as injury leave shall not count as part of the 18-month maximum probationary period. The Fire Chief and/or his or her designee shall notify, in documented form, the probationary employee of his or her updated probation end date within forty-eight (48) hours upon their return from non-paid status or leave such as injury leave.

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

6.6.2 PROMOTIONAL PROBATION

Promotional appointments shall be tentative and subject to a probationary period of one (1) year or twelve (12) months actual service time (time in a non-paid

status, or on leave, such as an injury leave shall not count as part of the twelve (12) month actual service time). 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. The Fire Chief or his/her designee shall notify, in documented form, the probationary employee of his or her updated probation end date within 48 hours upon return from non-paid status or leave, such as injury leave.

6.7 UNAUTHORIZED ABSENCE

Absence without authorized leave is a serious violation Authority policy for which discipline may be imposed. Absence without authorized leave for three (3) or more consecutive work shifts shall be considered a resignation and shall be processed accordingly. Any member deemed to have resigned by application of this section may, within thirty (30) days of such resignation, present to the Executive Manager of the Authority or to his/her designee extenuating circumstances the member feels mitigates against resignation. The Executive Manager of the Authority or his/her designee shall have final discretion over whether the resignation shall remain in effect, be modified, or be set aside.

6.8 STAFFING LEVELS

6.8.1 MINIMUM STAFFING

The Authority will provide twelve (12) personnel (including the BC) each shift. During the term of the MOU, the Authority and Association agree that the Authority at its option may initiate negotiations to meet and confer in accordance with the MMBA to provide staffing at eleven (11) personnel (including the BC) each shift.

6.9 PARAMEDIC PROGRAM

On September 2, 2004, the Ross Valley Paramedic Authority (RVPA) approved a funding request by the Central Marin Fire Authority 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 Central Marin Fire Authority. 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.

6.9.1 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.

6.9.2 It is recognized that 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 Duty Chief. If necessary, as determined by the Duty 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.

6.10 EDUCATION

6.10.1 EDUCATION COMMITTEE

The Education Committee will consist of two (2) management representatives and two 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 from the Fire Chief additional items to be addressed.

7 PROCEDURES

7.1 DISCIPLINARY ACTION

7.1.1 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 and/or dismissal/discharge.

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

7.1.2 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:

- 7.1.2.1** Fraud in securing appointment.
- 7.1.2.2** Negligence of duty.
- 7.1.2.3** Violation of safety rules.
- 7.1.2.4** Unacceptable attendance record including tardiness, overstaying lunch or break periods.
- 7.1.2.5** Possession, distribution or under the influence of alcoholic beverages, marijuana, nonprescription or unauthorized narcotics or dangerous drugs during working hours.
- 7.1.2.6** Inability, unwillingness, refusal or failure to perform work as assigned, required or directed.
- 7.1.2.7** Unauthorized soliciting on City, Town or Authority property or time.
- 7.1.2.8** Violation of a felony or misdemeanor law or statute.
- 7.1.2.9** Unacceptable behavior toward (mistreatment or discourteousness to) the general public or fellow employees or officers of the Authority.
- 7.1.2.10** Falsifying employment application materials, time reports, records, or payroll documents or other Authority records.
- 7.1.2.11** Disobedience to proper authority.
- 7.1.2.12** Misuse of City, Town or Authority property.
- 7.1.2.12.1** Violation of any of the provisions of these working rules and regulations or Authority rules and regulations.
- 7.1.2.13** Disorderly conduct, participation in fights, horseplay or brawls.
- 7.1.2.14** Dishonesty or theft.
- 7.1.2.15** 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.

7.1.2.16 Insubordination.

7.1.2.17 Other acts inimical to the public service.

7.1.2.18 Inability or refusal to provide medical statement on cause of illness or disability, in accordance with section 12.3

7.1.3 PRE-DISCIPLINARY (SKELLY) PROCESS

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

7.1.3.1 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.

7.1.3.2 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.

7.1.3.3 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.

7.1.4 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.

7.1.5 ARBITRATION

7.1.5.1 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.

7.1.5.2 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.

7.1.5.3 The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the employee and the Authority.

7.1.5.4 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.

7.1.5.5 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.

7.2 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.

7.2.1 STEPS

7.2.1.1 STEP 1

An employee may present the grievance orally, either personally or through his or her 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 or her immediate supervisor, the employee may appeal the grievance to Step 2.

7.2.1.2 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/herself, 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/her designated representative, shall give a written decision to the employee within ten (10) calendar days following receipt of the written appeal to Step 2.

7.2.1.3 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.

7.2.1.4 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 an advisory written opinion and reasons for the advisory 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 advisory 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 advisory 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 attorneys' 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.

7.2.2 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 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 continued herein.

7.3 REDUCTION IN FORCE

7.3.1 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 time served for a 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. Upon request of the employee, demotion may be made to a vacant position in place of layoff.

7.3.2 RE-EMPLOYMENT

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.

7.3.3 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

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this **14th** day of **November** 2024.

CENTRAL MARIN BATTALION CHIEFS' ASSOCIATION, I.A.F.F. LOCAL 1775

Signed by:
By: Ezra Colman
Ezra Colman, CMFA Battalion Chief

CENTRAL MARIN FIRE AUTHORITY

Signed by:
By: Adam Wolff
Adam Wolff, CMFA Executive Manager

List of Exhibits

Exhibit A Salary Schedules for MOU dated November 10, 2024 – June 30, 2027

EXHIBIT A

SALARY RANGE – Effective November 01, 2024 (4%)

		Minimum	Step 2	Midpt	Step4	Max
Fire Battalion Chief 56 Hour	Monthly	\$13,057	\$13,709	\$14,396	\$15,114	\$15,872
	Hourly	(53.81)	(56.49)	(59.32)	(62.28)	(65.40)
Fire Battalion Chief 40 Hour	Monthly	\$13,710	\$14,394	\$15,116	\$15,870	\$16,666
	Hourly	(79.10)	(83.04)	(87.21)	(91.56)	(95.15)

SALARY RANGE – Effective 1st Full Pay Period July 2025 (4%)

		Minimum	Step2	Midpt	Step 4	Max
Fire Battalion Chief 56 Hour	Monthly	\$13,579	\$14,257	\$14,972	\$15,719	\$16,507
	Hourly	\$55.96	\$58.75	\$61.70	\$64.78	\$68.02
Fire Battalion Chief 40 Hour	Monthly	\$14,258	\$14,970	\$15,721	\$16,505	\$17,333
	Hourly	(82.26)	(86.37)	(90.70)	(95.22)	(100.00)

SALARY RANGE – Effective 1st Full Pay Period July 2026 (4%)

		Minimum	Step 2	Midpt	Step 4	Max
Fire Battalion Chief 56 Hour	Monthly	\$14,122	\$14,827	\$15,571	\$16,348	\$17,167
	Hourly	\$58.20	\$61.10	\$64.17	\$67.37	\$70.74
Fire Battalion Chief 40 Hour	Monthly	\$14,828	\$15,569	\$16,350	\$17,165	\$18,026
	Hourly	(85.54)	(89.82)	(94.33)	(99.03)	(104.00)