

RESOLUTION NO. 2024/08
EXHIBIT A

CENTRAL MARIN FIRE AUTHORITY
OUTLINE OF THE FIRE INSPECTOR / INVESTIGATOR SALARY AND BENEFITS

1. CONDITIONS OF EMPLOYMENT

a) At-Will Status

The Fire Inspector / Investigator is an unrepresented employee that will serve at-will to the Fire Chief. Consistent with the provisions of this outline and the annually adopted budget, the Executive Manager shall assign salary and benefits to unrepresented employees.

b) Terms of Employment

The Fire Inspector / Investigator shall receive a letter of employment from the Executive Manager and/or the Fire Chief that shall review terms of employment.

c) Comportment Consistent with the Policies, Practices, and Expectations of the Fire Department

The Fire Inspector / Investigator is expected to comport themselves consistent with the policies, practices, and expectations of the Fire Department. Such comportment includes refraining from the use of tobacco products while on duty.

2. SALARY

The Central Marin Fire Authority recognizes the value of attracting and retaining qualified fire inspectors /investigators and is committed to providing a fair and competitive salary to unrepresented employees.

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

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

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

a) Annual Adoption of Salary Table

The Central Marin Fire Authority, as part of its annual review and adoption of a budget, shall review and adopt salaries for the fire inspector / investigator.

b) Salary Adjustments

- No later than the last working day of May, the Executive Manager and/or Fire Chief shall inform each unrepresented employee if the proposed budget will include a recommendation for a salary adjustment for that employee. Recommendations for salary adjustments will be based on an assessment that shall include, but not be limited to, consideration of the following criteria:
- performance reviews
- market competitiveness
- internal equity and compaction
- the financial condition of Central Marin Fire Authority and member agencies

c) Performance Reviews and Performance Pay

The Fire Chief or his or her designee shall conduct a regular performance review of each Fire Inspector / Investigator.

d) Market Competitiveness Review

The Executive Manager and/or the Fire Chief shall provide the Fire Inspector / Investigator Management Unit with the methodology by which managers may conduct a market competitiveness review.

Effective the first full pay period in July 2024, the Authority shall increase the top step of the salary range for sworn employees by 6%. The Authority shall pay this increase retroactively to the first full pay period in July 2024 during the first full pay period after adoption of this Memorandum of Understanding.

Effective the first full pay period in July 2025, the Authority shall increase the top step of the salary range for sworn employees by 5.89%.

Effective the first full pay period in July 2026, the Authority shall increase the top step of the salary range for sworn employees by 5%.

e) SALARY RANGE - Effective 1 Full Pay Period July 2024

Fire Inspector	Monthly	\$9,551	10,029	\$10,530	\$11,057	\$11,609
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	Hourly	(55.10)	(57.86)	(60.75)	(63.79)	(66.98)
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f) SALARY RANGE - Effective 1 Full Pay Period July 2025

Fire Inspector	Monthly	\$10,114	\$10,619	\$11,150	\$11,708	\$12,293
	Hourly	(58.35)	(61.27)	(64.33)	(67.55)	(70.92)

g) SALARY RANGE - Effective 1 Full Pay Period July 2026

Fire Inspector	Monthly	\$10,619	\$11,150	\$11,708	\$12,293	\$12,908
	Hourly	(61.27)	(64.33)	(67.55)	(70.92)	(74.47)

3. WORKING HOURS AND OVERTIME PAY

a) Working Hours

During the term of this Agreement, the formal Duty Cycle for Fire Inspector / Investigator is a 40 hour per week work schedule.

b) Overtime Pay

All Fire Inspectors / Investigators required to work overtime for any reason will be paid at one and one-half (1-1/2) times their regular rate of pay for the forty (40) hour workweek. Overtime shall be compensated to the next quarter (1/4) hour.

c) 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.

d) 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.

4. LONGEVITY PAY

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

Employees in represented classifications shall receive an additional two percent (2%) of longevity pay for a total of four percent (4%) of the base pay, beginning with the employee's twelfth (12th) consecutive year of employment with the Authority.

5. BENEFITS

a) Conformity with International Association of Fire Fighters, Local 1775 MOU

The following benefits shall be provided to managers in the manner described in the International Association of Fire Fighters, Local 1775 Memorandum of Understanding:

- (1) Uniform Allowance
- (2) Retirement Health Savings Account (as described in the Retirement Section of the MOU)

b) Deferred Compensation

- i) **457 Plan:** The Central Marin Fire Authority currently contracts with Mission Square / ICMA Retirement Corporation and CalPERS 457 plans. Employees may defer up to the IRS established limits each year through payroll deduction.

There is a mandatory 1% of salary contribution and a 1% of salary employer match to the employee's choice of the two plans.

c) Health and Welfare – Active Employees

Central Marin Fire Authority will provide group medical, dental and life insurance to active employees as described in the International Association of Fire Fighters, Local 1775 Memorandum of Understanding.

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

- 1) Employee Only: Up to 90% of the Bay Area Kaiser rate for Employee only
- 2) Employee plus one: Up to 90% of the Bay Area Kaiser rate for Employee plus one
- 3) Employee plus two or more: Up to 90% of the Bay Area Kaiser family rate

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

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

d) Retiree Medical

Central Marin Fire Authority will provide retiree medical benefits to eligible employees as described in the International Association of Fire Fighters, Local 1775 Memorandum of Understanding.

- e)** The Authority desires to promote the health and well-being of members 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.

Effective the first full pay period in July 2024, the Authority shall reimburse members up to a maximum of five hundred (\$500) per fiscal year for qualifying expenses:

1. Health/fitness/wellness club memberships and programs, (online or in person) memberships and programs.
2. Classes and programs (online or in person) related to health/fitness/wellness.
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. Massage, chiropractic treatment, or acupuncture treatment.
5. The form and information required to claim reimbursement for this benefit are left to the discretion of the Fire Chief (or his/her designee).
6. Medical, health, cancer, and bloodwork screening tests.
7. Classes or consultations related to nutritional health and sleep.

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 Labor Code section 3600(a)(9).

6. LEAVE

a) Holidays

Central Marin Fire Authority will provide the following fixed paid holidays each calendar year:

- New Year's Day
- Martin Luther King, Jr.'s Birthday (third Monday in January)
- Lincoln's Birthday (February 12th)
- Presidents' Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Day after Thanksgiving Day
- Christmas Day (December 25th)
- 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.

b) Vacation Leave

Rate of Accrual: Unrepresented employees shall accrue vacation leave in a manner consistent with the methodology described in the International Association of Fire Fighters, Local 1775 Memorandum of Understanding.

c) Sick-Leave

Full time, regular employees, including probationary employees, shall accrue sick leave at the rate of eight (8) hours per month for employees regularly assigned a 40-hour work week. Sick leave accruals are prorated for employees regularly assigned to less than a 40-hour work week. Employees may use accumulated sick leave for any reason allowed under state and federal law including illness, injury, pregnancy, diagnosis, care, treatment, or dental appointments. With appropriate certification, sick leave may also be used for issues related to domestic violence or stalking. Sick leave may also be used to care for a parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent as provided for in AB1825. Unused sick leave may be accumulated without limit.

d) Jury Duty

If called for jury duty in a Superior or Federal Court, an employee will remain in his/her regular pay status while serving as a juror or while awaiting jury service and return to the Central Marin Fire Authority all fees received (other than mileage allowances). The employee shall furnish upon completion of jury duty a certificate which shall indicate the days attended and fees received.

e) Military Leave

The Central Marin Fire Authority grants military leave and related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with state and federal law. The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

f) Sick Leave on Vacation

If an employee becomes ill or injured while on vacation, he/she is entitled to take 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 immediate supervisor on the date of illness or injury and verification by a doctor's certificate.

g) Emergency Leave

Upon request of the employee, up to six (6) days of paid sick leave per year may be used for illness of the employee's spouse, children, parents, brother, sister or persons of a familial relationship residing in the household. Additional unpaid family medical leave may be available as provided by law.

In the event of a death in an employee's immediate family, three (3) days of bereavement leave may be granted. For purposes of this Section, the immediate family shall consist of spouse, children, mother, father, brother, sister, aunt, uncle and grandparent of the employee or his/her spouse, or persons of a familial relationship residing in the household. Up to five (5) days of bereavement leave may be granted if the funeral is held outside of the State of California.

Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements but is not applicable for other purposes such as settling the estate of the deceased.

h) Leave at Childbirth/Adoption Maternity Leave

An employee, who becomes disabled due to pregnancy and/or normal recovery from childbirth, shall be granted leave for the period of disability up to a maximum of sixteen weeks. During such leave, the employee must use her accumulated sick leave time. A doctor's certificate will be required for such leave. Time away from work will be granted in accordance with the provisions of the Family Medical Leave Act and/or California Pregnancy Disability Leave Act. An employee may request the use of other accrued leaves, such as vacation or comp time, in conjunction with such sick leave use, as herein provided. When other leave balances are exhausted, additional time away may be requested as leave of absence without pay.

Paternity Leave

A maximum of three (3) days leave with pay shall be granted to employees for the purpose of preparation for and care of the employee's newborn or newly adopted child. This paternity leave shall be charged against the employee's accumulated sick leave. Such leave should be scheduled in advance when possible. Additional time off work will be granted in accordance with the Family Medical Leave Act and/or the California Family Rights Act, as applicable.

i) Family and Medical Leave Act

The parties acknowledge the applicability of the federal Family and Medical Leave Act and of the California Family Rights Act; and intend to comply with the provisions of these acts.

7. RETIREMENT

a) California Public Employees' Retirement System (CalPERS)

The Central Marin Fire Authority contracts with CalPERS for the provision of a retirement program for its safety employees. The Central Marin Fire Authority does not administer the retirement program and makes no representation of the

specific parameters of the program beyond what is provided in the Central Marin Fire Authority's contract with CalPERS.

The program currently offered to classic safety employees is the "3%@55" program as described in the Memorandum of Understanding Between the Central Marin Fire Authority and the International Association of Firefighters Local 1775.

The program offered to PEPRA safety employees is the 2.7 "2.7% at 57" program as described in the Memorandum of Understanding Between the Central Marin Fire Authority and the International Association of Firefighters Local 1775.

Central Marin Fire Authority does not currently employ any miscellaneous classic CalPERS members in the unrepresented employee unit.

The program offered to miscellaneous PERPA members is the "2% at 62" program.

b) Employee PERS Cost Sharing.

Employee cost sharing for safety members will be implemented as described in Memorandum of Understanding Between the Central Marin Fire Authority and the International Association of Firefighters Local 1775.

Employee cost sharing for miscellaneous members is in accordance with CalPERS PEPRA rules for miscellaneous PEPRA members.

c) Medicare

The Central Marin Fire Authority does not participate in Social Security for its full and part-time permanent employees. However, employees are subject to the Medicare portion of Social Security which mandates that the employee, and the employer must contribute 1.45% of the employee's salary up to a maximum dollar amount.

d) Retiree Medical

Retiree medical benefits will be provided to eligible employees who retire from Central Marin Authority in accordance with the Memorandum of Understanding Between the Central Marin Fire Authority and the International Association of Firefighters Local 1775.