

MEMORANDUM OF  
UNDERSTANDING

Between

SOUTHERN MARIN FIRE  
PROTECTION DISTRICT

And

SOUTHERN MARIN PROFESSIONAL  
FIREFIGHTERS, IAFF LOCAL 1775

**2022 - 2025**

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# MEMORANDUM OF UNDERSTANDING

Between

**SOUTHERN MARIN FIRE PROTECTION DISTRICT**

And

**SOUTHERN MARIN PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 1775**

This Memorandum of Understanding has been arrived at as result of meeting and conferring in good faith under the provisions of Section 3500-3509 of the Government Code of the State of California.

The Southern Marin Professional Firefighters, IAFF Local 1775, is the formally recognized employee organization for the firefighter's representation unit. The following classifications are represented by this unit:

**Fire Captain  
Deputy Fire Marshal  
Firefighter/Paramedic  
Engineer/Paramedic  
Firefighter  
Firefighter/Engineer  
Safety Fire Inspector**

Should, at any time, the District find that a financial emergency affects the ability of the District to furnish adequate services, the District will advise all bargaining groups and meet and confer on the ramifications of the financial emergency.

This Memorandum of Understanding shall be presented to the Southern Marin Fire Protection District Board for ratification as the joint recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2025.

## **1 GENERAL PROVISIONS**

### **1.1 Recognition**

#### **1.1.1 Association Recognition**

The Southern Marin Professional Firefighters' Association, I.A.F.F., Local 1775, hereinafter referred to as the "Association" is the recognized employee organization, as defined by Government Code Section 350 J(b) for all employees in classifications represented by the Association, said classifications being set forth in Exhibit A.

#### **1.1.2 District Recognition**

The Fire Chief of the Southern Marin Fire Protection District and/or any other person or organization duly authorized by the Southern Marin Fire Protection District Board of Directors, is a representative of the Southern Marin Fire Protection District, hereinafter referred to as the "District."

## **1.2 Non-Discrimination**

### **1.2.1 In General**

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, political or religious opinion or activities, Association activities as described in the Meyers Milius Brown Act, and, to the extent prohibited by State and Federal law, age; provided, however, that nothing herein shall be deemed to authorize the conduct of political, religious or Association activities on District time or with District equipment or District supplies, except as otherwise provided in this Memorandum of Understanding. Employees may only grieve alleged violations of this provision up to and including Step 1 of the formal grievance procedure.

### **1.2.2 Association Discrimination**

Employees have MMBA and PERB protection from discrimination in connection with continued employment, promotion or otherwise by virtue of membership in or representation of the Association. Employees may only grieve alleged violations of this provision up to and including Step 1 of the formal grievance procedure.

## **1.3 Inspection of Memorandum of Understanding**

Both the District and the Association agree to keep duplicate originals of this Memorandum on file in a readily accessible location available for inspection by any employee or member of the public upon request.

## **1.4 Existing Laws, Regulations & Policies**

This Memorandum is subject to all applicable laws.

## **1.5 Strikes and Lockouts**

During the term of this Memorandum of Understanding and during the negotiation process for a successor agreement, the District agrees that it will not lock-out employees, and the Association agrees that it will not agree to, encourage, or approve any strike, slow down, sympathy strike or mass sick leave. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

## **1.6 Severability**

If any article, paragraph or section of this Memorandum shall be held to be invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or any enforcement of any provision hereof be restrained by such tribunal, the remainder of this Memorandum shall not be affected thereby, and the parties shall, if possible, enter into meet and confer sessions for the sole purpose of arriving at a mutually satisfactory replacement for such article, paragraph or section.

## **1.7 Full Understanding, Modification, Waiver**

### **1.7.1 Joint Representation**

The Parties jointly represent to the District Board that the Memorandum of Understanding sets forth the full and entire understanding of the Parties regarding the matters set forth herein.

### **1.7.2 Waiver & Modification**

Except as specifically otherwise provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered by this Memorandum of Understanding. This shall not preclude the parties from meeting and conferring at any time during the term of this Agreement with respect to any subject matter within the scope of representation for a successor Memorandum of Understanding between the parties to be effective on or after the expiration of this Agreement.

## **2 MMBA**

### **2.1 Advance Notice of Change**

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, policy, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the District. The Association shall be given the opportunity to meet to the extent required by law with the District prior to adoption. In cases of emergency, when the District determines that an ordinance, rule, policy, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the District shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, policy, resolution or regulation. A copy of any such ordinance, rule, policy, resolution, or regulation shall be provided to the Association when providing notice whenever possible.

### **2.2 Dues Deduction**

Upon submission to the District of a written request for dues deduction by the Association, the District agrees to deduct Union dues from the paycheck of each Union Member listed, on a bi-weekly basis, and to remit said monies and the names of those employees for whom dues are being deducted to the Union. The Union understands that it is responsible for keeping records and the Association shall be responsible for notifying the District should any employee cease becoming a Member of the Union and/or request that Dues not be deducted from his or her paycheck. Both the District and the Association agree and understand that they are responsible to comply with applicable law concerning dues deduction.

### **2.3 Release Time**

The District shall allow a reasonable number of Association representatives who are official representatives of the Association to be given time-off without loss of compensation of other benefits when formally meeting and conferring with representatives of the District on matters within the scope of representation. Except by mutual agreement, the number of Association representatives excused for such purposes shall not exceed three (3) at any one time.



## **2.4 Association Access to Work Locations**

Reasonable access to employee work locations shall be granted to officers of the Association and officially designated representatives of the Association for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation, which are to be discussed with District representatives. Access may be restricted so as not to interfere with the normal operations of the District or with established safety or security requirements.

## **2.5 Association Space**

The Association shall be allowed space on District property at a mutually agreed upon location, with telephone service maintained at the expense of the Association.

## **2.6 Conduct of Business**

Consultations between the District and the Association, for discussion of grievances and for negotiations between the District and Association representatives normally will be conducted during regular working hours. Association representatives who are on duty will be allowed to participate in such meetings.

Association officers are authorized reasonable time during on-duty hours to process employee complaints or grievances, and to conduct negotiations with management at the local level.

## **2.7 Association Meetings**

The Association shall be able to use District facilities for meetings provided space and time are available. All meetings using District facilities must have prior approval of the Fire Chief or the Chiefs designee. Employees and companies normally covering the first in-district call for service where any such meeting is being held will be allowed to attend provided they remain ready and available to perform their duties. Association officers and employees who have business to present at the meeting but are assigned to other stations will be allowed to attend meetings. Arrangements for this purpose will be the same as routine department cover-ins, provided that the Association and Duty Chief both determine the resulting coverage meets acceptable emergency response safety standards.

## **2.8 Association Orientation of New Employees**

Whenever the District hires an employee within any classification covered by this Memorandum of Understanding and represented by the Association, the District will provide said employee with a copy of the current Memorandum of Understanding. The District shall provide the Association written notice of the new employee's orientation at least ten (10) business days prior to the orientation and shall make available up to two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association.

The District shall make best efforts to provide the Association with the name, job title, work, home and personal cellular telephone numbers, personal email address, and home addresses of all employees in the bargaining unit every 120 days.

## **2.9 Management Rights**

The District reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the District, as such rights existed prior to the execution of this Memorandum of

Understanding. The District and Association agree and understand that if, in the exercise of any of the rights set forth below, the effect of said exercise of rights by the District impacts an area within the scope of representation as set forth in the Meyers Miliias Brown Act, case law interpreting said act, and/or Federal law, the District shall have the duty to meet and confer with the Association regarding the impact of its decision and exercise of rights. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

- 1) Determine the District's mission and that of its constituent departments.
- 2) Set standards and levels of service.
- 3) Determine the procedures and standards for hiring of employees.
- 4) Determine the procedures and standards for promotion of employees.
- 5) Direct employees and assign work on a day-to-day basis.
- 6) Establish and enforce uniform, dress, and grooming standards.
- 7) Determine the methods and means to relieve employees from duty when work is not available or for other lawful reasons.
- 8) Create efficiency in District operations.
- 9) Determine the means and methods to be used to achieve standards and levels of service.
- 10) Determine the numbers, skill-types, and organization of the District's workforce.
- 11) Determine job classifications and descriptions.
- 12) Determine means and methods to finance District operations.
- 13) Determine facilities, technology, and equipment used by the District.
- 14) Contract for any service or work needed by the District.
- 15) Schedule employees and work.
- 16) Establish performance standards, evaluations, and improvement plans.
- 17) Discharge and discipline employees.
- 18) Take all lawful necessary actions to fulfill its mission during an emergency.

### **3 COMPENSATION**

#### **3.1 Salaries**

The Salary Plan shall outline the salary structure for the classifications represented by the Southern Marin Professional Firefighters, Local 1775. Increases shall commence on July 10, 2022, June 25, 2023, and June 23, 2024. The District will no longer calculate the payroll period including July 1 with two different salaries within the same pay period. The salaries shall be paid bi-weekly. The monthly salaries for the various classifications in the representation unit are payable to "Shift" and "Day" employees covered by this agreement are set forth in the salary schedule Exhibit A.

Benchmark Captain 2.0 is identified as the job class for compensation survey purposes. Exhibit A reflects the “Benchmark position of top step Captain”, with the remaining ranks following by a 10% difference. Calculated as:

1. Battalion Chief 2 = Captain 2 (benchmark) x 1.2.
2. Captain 2 (benchmark) = Step 2 Captain per Appendix A for the applicable year.
3. Firefighter/Paramedic Engineer 6 = Step 2 Captain divided by 1.1.
4. Firefighter/Engineer = Firefighter/Paramedic/Engineer 6 divided by 1.1.

Effective the first full pay period beginning July 10, 2022, full-time employees within the bargaining unit on July 1, 2022, shall each receive a lump sum payment of two thousand five hundred dollars (\$2,500). Such lump sum payment shall be one time only, not recurring, and will not be added to any employee’s base pay, nor used for MCERA retirement calculations.

Top step Captain is identified as the benchmark job class for compensation survey purposes.

There shall be a 5% separation in steps within any given rank. Calculated as:

1. Top step in rank / 1.05 = Step below.
2. Step below / 1.05 = Next step below.

### **3.1.1 Rate of Pay**

The “Regular rate of pay” is the base monthly wage plus any legally required incentive pays. Described as:

1. Hourly rate or “Base Hourly Rate” of Pay.
  - a. For a 56 hour/week employee (Shift schedule) is calculated as the monthly base wage as agreed upon in Exhibit “A” multiplied by 12 (months) and divided by 2912 (hours worked in a year) to arrive at “base hourly pay”, not to be less that what is required by law. This established base rate is unaffected by any leaves (Sick, Vacation, etc.) when used in section 3.1.1.2.
  - b. For a 40-hour employee (Day shift) is calculated as the monthly base wage as agreed upon in Exhibit “A” multiplied by 12 (months) and divided by 2080 (hours worked in a year) to arrive at “base hourly pay”, not to be less that what is required by law. This established base rate is unaffected by any leaves (Sick, Vacation, etc.) when used in section 3.1.1.2.
2. “Regular Hourly Rate” is defined by monthly pay per Exhibit “A” plus;
  - a. Education pay as defined in section 3.5.
  - b. Holiday pay as defined in section 3.11
  - c. Uniform pay as defined in section 3.12
  - d. Longevity pay as defined in section 3.
  - e. Medical in lieu pay as defined in section 4.1.C
  - f. Any other legally required additions per federal and state regulation.
  - g. Then that sum multiplied by 12 and divided by 2912
3. “Overtime Hourly Rate” is defined as “Regular Hourly Rate” (section 3.1.1.2) x 1.5.
4. For purposes of calculating the regular rate of pay for both FLSA and contractual overtime purposes, the District shall use the regularly scheduled work hour as the divisor.

### **3.2 Salary and Wage Plan for Firefighters and Firefighter-Paramedics**

Employees advance up the firefighter or firefighter-paramedic salary step schedule based on merit and time-in-service as described in more detail for each step below. The District’s assessment of whether an employee has performed in a satisfactory or better manner will include but not be limited to whether the employee applied his or her Employee Action Plan pursuant to the District’s Career Ladder.

**Step 1:** The first step of each range is the minimum rate and is normally the hiring rate for the class.

**Step 2:** Employees shall be granted this adjustment after the completion of three (3) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.

**Step 3:** The third step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of nine months (9) of continuous service in Step 2 shall be granted this step.

**Step 4:** This step shall be granted after the employee has served a minimum of one (1) year of continuous satisfactory or better service at the third step.

**Step 5:** This step shall be granted after the employee has served a minimum of one (1) year of continuous satisfactory or better service at the fourth step.

**Step 6:** Engineer: An employee shall be granted an adjustment to this step after serving one (1) year of continuous satisfactory or better service at the fifth step.

Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Board.

### **3.2.1 Continuing Paramedic Education**

Firefighter-Paramedics in this classification will receive reimbursement from the District for the maintenance of their Paramedic license. The District will reimburse the employee after the employee provides proof of attendance or successful completion of each State approved Paramedic continuing education class. Reimbursement will not exceed 48 hours every two years at the rate of one and one-half (1 ½) times their hourly rate and will also be reimbursed for tuition and books required.

### **3.3 Salary and Wage Plan for Captain**

Employees advance up the captain salary step schedule based on merit and time-in-service as described in more detail for each step below. The District's assessment of whether an employee has performed in a satisfactory or better manner will include but not be limited to whether the employee applied his or her Employee Action Plan pursuant to the District's Career Ladder.

**Step 1:** The first step of each range is the minimum rate and is normally the hiring rate for the class.

**Step 2:** The second step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step I shall be granted this step.

Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Board.

### **3.3.1 Continuing Paramedic Education**

Captains who maintain paramedic certification will receive reimbursement from the District for the maintenance of their Paramedic license. The District will reimburse the employee after the employee provides proof of attendance or successful completion of each State approved Paramedic continuing

education class. Reimbursement will not exceed 48 hours every two years at the rate of one and one-half (1 ½) times their hourly rate and will also be reimbursed for tuition and books required.

### **3.4 Salary and Wage Plan for Fire Prevention**

#### **Deputy Fire Marshal**

The Deputy Fire Marshal salary step schedule is based on merit and time-in-service as described in more detail for each step below. The District's assessment of whether an employee has performed in a satisfactory or better manner will include but not be limited to whether the employee applied his or her Employee Action Plan pursuant to the District's Career Ladder.

**Step 1:** The first step of each range is the minimum rate and is normally the hiring rate for the class.

**Step 2:** The second step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 1 shall be granted this step.

Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Board.

If the Deputy Fire Marshal had been appointed to that classification from another classification represented in this MOU, the Deputy Fire Marshal may return to that previously held classification if the following criteria are met: 1) with approval of the Fire Chief, 2) there exists an opening in that previous classification, and 3) the Deputy Fire Marshal meets the job requirements of that previous classification. A return to the previous classification shall return the employee to the salary step from which they left at the time of their appointment to Deputy Fire Marshal. A Deputy Fire Marshal may not bump into a classification that the employee has not previously held at the District.

#### **Safety Fire Inspector**

The Safety Fire Inspector salary step schedule is based on merit and time-in-service as described in more detail for each step below. The District's assessment of whether an employee has performed in a satisfactory or better manner will include but not be limited to whether the employee applied his or her Employee Action Plan pursuant to the District's Career Ladder.

**Step 1:** The first step of each range is the minimum rate and is normally the hiring rate for the class.

**Step 2:** The second step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 1 shall be granted this step.

**Step 3:** The third step is the rate at which a fully qualified, experienced and ordinarily conscientious employee should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 2 shall be granted this step.

Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Board. If the Safety Fire Inspector had been appointed to that classification from another classification represented in this MOU, the Safety Fire Inspector may return to that previously held classification if the following criteria are met: 1) with approval of the Fire Chief, 2) there exists an opening in that previous classification, and 3) the Safety Fire Inspector meets the job requirements of that previous classification. A return to the previous classification shall return the employee to the salary step from which they left at the time of their appointment to Safety Fire Inspector. A Safety Fire Inspector may not "bump" into a classification that the employee has not previously held at the District.

### 3.5 Educational Incentive

An employee may earn educational incentive pay for the following forms of education if they exceed the requirements of the employee's job description.

- A. A 2 ½% of the monthly base salary per month pay incentive for current employees with 30 units of Fire Science or a Department of Defense DD-214 form indicating an Honorable Discharge, or with proof of active military reservist status.
- B. A 5% of the monthly base salary per month pay incentive for employees holding either an AS or AA Degree in any discipline from an accredited college or university (not in addition to the above 2-1/2% for a 30 units of fire science, or the Department of Defense Honorable Discharge, or the proof of active military reservist status). Effective following board approval dated back to July 1, 2022.
- C. A 2 ½% of the monthly base salary per month pay incentive for employees either holding a Fire Officer I Certificate from the State Board or who have successfully completed all of the classes required to be issued the Certificate.
  - 1. Effective 2014-2018 MOU 2 ½% Fire Officer Ed Incentive pay was blended into base pay for the rank of Captain.
- D. A 1% of the monthly base salary per month pay incentive for employees holding a Chief Officer Certificate from the State Board or who have successfully completed all of the classes required to be issued the Certificate.
- E. A 2% of the monthly base salary per month pay incentive for employees holding a bachelor's degree in any discipline. Effective following board approval dated back to July 1, 2022.

### 3.6 Fair Labor Standards Act (FLSA)

The District utilizes an FLSA Section 7K twenty-four-day work period. Vacation, sick leave, light duty and compensatory time-off are paid hours that count towards employees' qualification to earn overtime during each work period. Employees are scheduled to work 192 hours each work period. To account for the ten hours above the FLSA 182-hour threshold, the District shall pay employees a 2.7% premium at each employee's regular rate each pay period. Employees on workers' compensation leave are not eligible for the FLSA 2.7% premium.

The Deputy Fire Marshal and Safety Fire Inspector are not eligible for the 2.7% premium.

The parties to the agreement, the Southern Marin Professional Firefighters, IAFF Local 1775, agree that the payment set forth above shall constitute full compliance with the Fair Labor Standards Act.

### 3.7 Overtime

- (A) Overtime hours worked will be compensated by payment as outlined in paragraphs (B) and (C) below.
- (B) Employees who are assigned by a chief officer to work a full or partial shift on a non-emergency basis, in addition to their regular work schedule, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate.

(C) Employees who are called-back to duty by a chief officer or designated subordinate in an emergency situation and do so report shall be compensated at the rate of one and one-half (1 ½) times the employee's regular rate. It is further provided that employees who are called-back for an emergency situation and do so report shall receive a minimum of two (2) hour's work, or if two (2) hour's work is not furnished, a minimum of two (2) hour's pay at the rate herein provided.

(D) Compensatory time: the employee may choose to receive any overtime worked as wages or compensatory time off. Both will be calculated at 1-1/2 times the employee's regular rate. Wages will be distributed during the appropriate pay period. Compensatory time may be accrued to a maximum of 192 hours. Compensatory time off must be requested by the employee in writing and approved by the Shift Commander. Use of Compensatory time can cause overtime if it does not exceed two people off per day. Each last payroll in June, the District will cash-out employee Compensatory time so that no more than 96 hours remain. The employee may elect to convert the cash-out amount to a deferred compensation contribution at that time. Upon separation from employment (i.e. retirement), accrued compensatory time will be paid to the employee at their current regular rate.

(E) Deputy Fire Marshal and Safety Fire Inspector: When approved by the Fire Chief, hours worked in excess of 40 hours per week shall be compensated at an overtime rate of one and one half (1 ½) times of the regular rate for this employee.

### **3.8 Deferred Compensation**

The District contributes 5% of the employee's base salary to the Deferred Compensation Plan.

### **3.9 Longevity Pay**

Longevity pay will be based on the following schedule of consecutive years served from Date of Hire. Longevity Pay will be part of base pay as reflected in pay schedule (Exhibit A). Maximum longevity pay 3.5%.

1. 10 years of service 2%
2. 15 years of service additional 1%
3. 20 years of service additional .5%

Calculation for years of service shall be based on years served with:

1. Southern Marin Fire Protection District
2. Alto Richardson Bay Fire Protection District
3. Tamalpais Fire Protection District
4. City of Sausalito for employees transferred as a result of the annexation of June 2012
5. City of Sausalito for employees transferred to the District as a result of the Agreement between the City of Sausalito and the District effective on or about April 25, 2006
6. City of Mill Valley Employees transferred to the District on July 1, 1994

### **3.10 Pay for Work Out of Classification**

An employee who is assigned by the Fire Chief or his or her designee to perform the duties of a higher classification shall be paid at Step 1 of the higher classification for hours worked in the specified higher classification using the new base pay plus premiums defined in 3.1.1.2.

### **3.11 Holiday Pay**

For employees in the classifications specified in Exhibit A, the District shall pay for the thirteen (14) recognized holidays whether scheduled on or off duty, by the following formula: Twelve (12) hours per holiday (one-half shift) at the employee's base hourly rate of pay. The following days shall be paid holidays:

- The first day of January (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The twelfth day of February (Lincoln's Birthday)
- The third Monday in February (Washington's Birthday)
- The last Monday in May (Memorial Day)
- The nineteenth day of June (Juneteenth)
- The fourth day in July (Independence Day)
- The first Monday in September (Labor Day)
- The ninth day of September (Admission Day)
- The second Monday in October (Columbus Day)
- The eleventh day of November (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The fourth Friday in November (Day after Thanksgiving Day)
- The twenty-fifth day of December (Christmas Day)

Southern Marin Fire will pay for the seven (7) holidays that occur between July 1 and November 30 (Independence Day, Labor Day, Admission Day, Columbus Day, Veteran's Day, Thanksgiving Day, and the Day after Thanksgiving Day) with the first paycheck following the Day after Thanksgiving Day holiday. Southern Marin Fire will pay for the seven (7) holidays that occur between December 1 and June 30 (Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Juneteenth) with the first paycheck following Juneteenth.

Additionally, every day appointed by the President of the United States or the Governor of the State of California for public fast, Thanksgiving or holiday shall be a paid holiday. Additional days of paid leave provided by the President of the United States or the Governor of the State of California do not entitle employees to additional paid holidays.

Instead of the additional pay for holidays listed in this section, the Deputy Fire Marshal and Safety Fire Inspector shall receive the holidays off without loss of pay. When a holiday falls on a Saturday or Sunday, the Deputy Fire Marshal and Safety Fire Inspector may choose either the previous Friday or the following Monday to observe as a holiday.



### 3.12 Uniform Maintenance Program

The District provides \$400.00 annually to each employee for such items as Department approved T-shirts, baseball hats, work out clothing, etc., and will replace standard, approved firefighting uniforms as needed (i.e. nomex uniform shirt, nomex pants, belt, and boots). The payment required under this section shall be made annually on the first pay period in October.

## 4 BENEFITS

### 4.1 Medical Insurance

#### A. Medical Insurance Premiums

Medical insurance shall be carried through the Kaiser Foundation Health Plan, Inc. for all employees covered by this MOU and their dependents. Said coverage shall be paid by the District and employee as described below:

Effective July 1, 2018, the District shall pay up to the premium for the Kaiser Low plan for each employee minus a fixed employee contribution of based on each employee's eligibility level as follows:

Employee Only:	\$36.00 per pay period
Employee Plus One:	\$72.00 per pay period
Family:	\$90 .00 per pay period

#### B. Medical Insurance Plans

The District recognizes as additional health care plan options Anthem Blue Cross and any options the County of Marin offers. The cost of these options over and above the cost of the equivalent Kaiser Plan, is to be borne by the employee based on eligibility level.

#### C. Medical In Lieu

Employees covered under this MOU have the option to continue to receive cash in lieu or have it deposited into their 457K account in lieu for the costs of health, dental and or vision insurance coverages in the following-two categories:

- i. Tier-1 - Kaiser Family Reimbursement Group with continuous cash in lieu beginning prior to June 30, 2005. The four remaining employees (Alper, McHugh, Raffaini, Moran) who have continuously received cash in lieu for their medical, dental, and / or vision shall continue to receive their current medical in lieu benefit. The amount of the benefit is equal to the current Kaiser, VSP, and / or Delta Dental premiums paid by the District and adjusted to mirror current rates paid by the district for non-medical in lieu employees. This shall be paid biweekly as part of their Regular Rate of Pay and shall be subject to any and all applicable incentives as outlined in Section 3.1.1 (Regular Hourly Rate).

In order to maintain this benefit, the four employees must abide by the following:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a

- Federal marketplace, a State exchange, or an individual policy.
- 2) During the District's annual open enrollment period, the employee must complete an annual written attestation that the employee and the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the District no later than 30 days after the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimal Essential Coverage Plan.
- 3) The employee understands that the District is legally required to immediately stop conditional opt-out payments if the District learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.4) Once removed from this cash in lieu benefit for any reason, there will be no option to go back into the Family reimbursement group. To re-enter Medical in lieu the employee would have to use Tier 2.
- 5) Once all four of these grandfathered employees have discontinued the benefit by choice or separation from the District, this benefit will cease to exist as a tier.

- ii. Tier 2 - Kaiser Single Reimbursement Group with continuous cash in lieu beginning after July 1, 2005. The amount of the benefit is equal to the current Kaiser, VSP, and / or Delta Dental premiums paid by the District and adjusted to mirror current rates paid by the district for non-medical in lieu employees. This shall be paid biweekly as part of their Regular Rate of Pay and shall be subject to any and all applicable incentives as outlined in Section 3.1.1 (Regular Hourly Rate).

In order to maintain this benefit, the employee must abide by the following:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a Federal marketplace, a State exchange, or an individual policy.
- 2) During the District's annual open enrollment period, the employee must complete an annual written attestation that the employee and the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the District no later than 30 days after the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimal Essential Coverage Plan.
- 3) The employee understands that the District is legally required to immediately stop conditional opt-out payments if the District learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

#### **4.2 Dental Insurance**

Dental Insurance shall be provided by Delta Dental. This plan covers all employees represented by this MOU and their dependents. Premium costs for dental insurance shall be paid by the District.

#### **4.3 Life and Accidental Death Insurance**

Probationary and regular employees shall receive a Life & Accidental Death insurance policy paid by the District. Said insurance policy shall be fifty thousand dollars (\$50,000) per employee.

#### **4.4 Long Term Care**

The District will provide a California Association of Professional Firefighters long-term care plan for each employee.

#### **4.5 Long Term Disability**

The District will provide a California Association of Professional Firefighters long-term disability plan for each employee.

#### **4.6 Vision Care**

The District will provide employees with a vision care plan that provides for a comprehensive eye examination as well as prescription glasses/contact lenses as provided in the Vision Care Policy.

#### **4.7 Benefits Communication Network**

The District shall pay a monthly premium, not to exceed three (3) dollars, per person, per month to the Benefits Communication Network (BCN) for employee retirement planning. The District, through BCN established a "Supplemental Retirement Plan" that allows individual members to elect the deferral of cash-outs at the time of retirement. Employees may elect to defer some, all or none of their accrued leave, i.e. sick leave, up to 60% of unused (see Section 5.1.1 of this M.O.U. for sick leave buyout calculations) and up to 100% of unused vacation.

### **5 LEAVES**

#### **5.1 Sick Leave**

Sick leave is earned at the rate of twelve (12) hours per month for individuals working a 56-hour work week.

Sick leave is earned at the rate of eight (8) hours per month for individuals working a 40-hour work week. Sick leave may be utilized for the following:

1. Physical illness or physical incapacity caused by factors over which the employee has no reasonable immediate control;
2. Hospitalization of a member of the immediate family or a member of the immediate household for whom the employee may claim a Federal tax exemption;
3. Care of a member of the immediate family who is seriously ill, incapacitated or injured, though not hospitalized, and who has been approved in advance by the Fire Chief or designee;

The Employer has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

An employee who absents themselves from duty on sick or special leave shall notify the Fire Chief or such other person as department rules may provide, early on the first day of absence, of the reasons for requiring such leave, and failure to do so may be grounds for denial of such leaves without pay for the period of absence.

Each such absence shall be reported by the department to the Duty Chief, where proper records shall be maintained of all absences.

Holidays and regular days off occurring when an employee is on sick or special leave shall not be charged against such employee's sick leave credits.

Sick leave shall automatically terminate on the date of retirement of the employee or on the date on which an ordinary disability allowance under the retirement system becomes effective.

#### **5.1.1 Sick Leave Payout at Retirement**

In the event of retirement, death or resignation from employment with the District, after ten (10) years of service, (up to 5 years of service with the city of Sausalito counts towards the 10 years) the employee, or the employee's estate in the case of death, shall have the following options to receive a cash payment and/or service credit:

Option 1 – 100% cash payment or deferred compensation contribution.

Option 2 – 65% cash payment or deferred compensation contribution and 35% employment service credit with Marin County Employees' Retirement Association (MCERA).

Option 3 – 50% cash payment or deferred compensation contribution and 50% employment service credit with MCERA.

Option 4 – 35% cash payment or deferred compensation contribution and 65% employment service credit with MCERA.

#### **5.1.2 Sick Leave Converted to Service Credit**

Service credit is granted to the extent allowed by law governing the Marin County Employees' Retirement Association (MCERA). Disputes concerning MCERA's interpretation of the laws governing this benefit are not subject to a grievance and must be addressed by the Association directly with MCERA. This section shall not apply to employees who are discharged for cause or who resign in-lieu of being discharged for cause.

#### **5.1.3 Sick Leave Hours Converted to Cash or Deferred Compensation**

An employee may elect to convert the monetary value of a portion of their unused sick leave hours to cash or their deferred compensation plan using the following criteria:

1. An employee must establish and maintain a minimum of 1440 hours of sick leave before this option can be exercised.
2. An employee may convert up to 60% of their unused sick leave (see sick leave buy-out conversion calculation in Section 22), over and above the 1440-hour minimum, computed on the basis of the employee's current base hourly rate.
3. The employee must notify the District of their intent to exercise this option prior to December 1st of each year. Said notification must incorporate the amount of sick leave hours to be converted to cash or distributed to the employees deferred compensation account.
4. Said transfers will begin on the first pay period of the new calendar year (January 1) following the initial request.

Example: Employee "a" has 11 years of service and a total of 1540 hours of accumulated sick leave:

- 1) There are 100 hours of sick leave available for conversion.
- 2) As per the conversion factor, 36.66% of the available hours (36.66) may be converted to a monetary value, computed at employee " A's" base hourly rate.

36.66 Hours @ \$20.00 per hour= \$733.20

\$733.20 available for cash or transfer into his/her deferred compensation plan.

## 5.2 Vacation

### 5.2.1 Vacation Selection

Two employees shall be allowed to be absent on paid vacation per shift. Vacation selection will be handled by the association.

### 5.2.2 Vacation Accrual

Employees may accrue up to two years of earned vacation credit.

The vacation accrual schedule shall be:

0-5 years	8 shifts	192 hours
6-10 years	11 shifts	264 hours
11-15 years	12 shifts	288 hours
16-20 years	13 shifts	312 hours
21 years & above	14 shifts	336 hours

Vacation accrual schedule for Deputy Fire Marshal and the Safety Fire Inspector is as follows (based on 40-hour week schedule):

0-5 years	88 hours
6-15 years	128 hours
16-20 years	208 hours
21 years & above	248 hours

Eligible vacation time shall be scheduled by mutual agreement between the District and the employee.

### 5.2.3 Vacation Cash-Out

Each January first (1st), the District will cash-out employee vacation accruals which exceed the two-year accrual cap. Each employee's accrual cap is based on the employee's years of service. The District will distribute the cash-out in the employee's second payroll check of January unless the employee elects to

convert the cash-out amount to a deferred compensation contribution. The employee's deferred compensation contribution will appear in the employee's second payroll check of January.

#### **5.2.4 Vacation Converted to Deferred Compensation**

- A. An employee may elect to convert the monetary value of a portion or all of their unused vacation hours to their Deferred Compensation plan account.
- B. The employee must notify the Fire Chief of his or her intent to exercise this option.
- C. The notification must incorporate the amount of vacation hours to be converted and the month to be distributed to the employees deferred compensation account.

#### **5.2.5 Accrued Vacation Hours**

- A. Upon separation, resignation, termination, or retirement all unused vacation hours shall be elicited as a cash out and/or deposited in the employee's deferred compensation plan, at the employee's base hourly rate of pay.
- B. Accrued vacation cash out is not to be considered pensionable.
- C. At the end of employment, prorated amounts of vacation shall be credited to the employee's account. Unused vacation time at termination shall be compensated by payment at the employee's base hourly rate of pay.

#### **5.2.6 Probationary Firefighters Vacation Accrual**

Probationary employees will begin to accrue vacation hours, according to section 5.2.2. upon the start of full-time employment. Prior to the completion of the 18-month probationary period, the employee may take vacation at the 12-month mark.

#### **5.3 Funeral Leave**

All employees shall receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of notification of death to the next scheduled day after internment, except however, that such time off without loss of pay is limited to four (4) days.

- A. Immediate family is defined as spouse, domestic partner, son, daughter, mother, father, sister, brother, legal guardian, mother-in-law, father-in-law, and step relatives (defined as son, daughter, mother, father, sister, or brother).
- B. Employee shall be granted four (4) days without loss of pay to attend the funeral of grandparents or grandchildren, brother-in-law, or sister-in-law if scheduled to work on that shift, and time is charged to sick leave or vacation at the employee's discretion.
- C. Employees shall be permitted to exchange hours for additional funeral attendance, or preparation not covered by the above paragraph(s) (funeral leave).
- D. Funeral leave for the Deputy Fire Marshal and the Safety Fire Inspector shall not exceed 40 hours.

#### **5.4 Jury Duty Leave**

Any regular employee called for jury duty shall notify the District upon receipt of such notification. Employee shall be on paid jury duty status during jury selection requiring the employee's physical presence at court and for attendance at trial as a juror. When the employee is released from jury service each day during jury selection and/or trial, the employee must either promptly report to work or use vacation and/or CTO for the balance of the employee's shift. An employee must immediately return to regular duty as soon as the employee's jury service ends. Employee returning to duty must notify the Duty Chief immediately upon return.

#### **5.5 Catastrophic Leave**

Employees may donate sick, vacation and comp time to another employee who has exhausted his/her sick, vacation and comp time leave due to a catastrophic off-duty event. Once an employee has donated time, it belongs to the recipient and cannot be returned to the donor. Recipients may use donated time pursuant to the leave policy governing the type of leave that was donated to them. Catastrophic leave will not be available for employees who are on Workers Compensation and have exhausted their (4850) benefits.

#### **5.6 Family Leave**

The District will provide family leave as provided by law.

#### **5.7 Military Leave**

Military leave as defined in State law shall be granted to any regular employee. All employees entitled to Military leave shall give the Fire Chief a reasonable opportunity, within the limits of military regulations, to determine when such leave shall be taken.

#### **5.8 Worker's Compensation Leave**

Safety employees shall be governed by the provision of Section 4850, et seq. of the Labor Code.

#### **5.9 Court Leave**

Employees subpoenaed to appear in court for cases within the scope of their employment or a public emergency response while off-duty shall be on-duty during the time employees are subject to the subpoena until released by the Court. Employees required to appear in Court other than during their regular tour of duty shall receive a minimum of three (3) hours pay at the overtime rate and shall appear in Class

A uniform. The Fire District, when informed, shall provide appearance information for the employees. This information shall be made available, if known, by 6:00 pm on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for notifying the Duty Chief after 6:00 pm.

#### **5.10 Occupational Exam Leave**

Any employee relieved of duty based upon findings in the annual Occupational Medicine physical evaluation shall be covered by the District for absences up to ninety (90) calendar days from doctor removal from duty without any use of the employee's sick leave or vacation leave. The employee shall be compensated at the same normal pay rate (regular rate of pay). Transition from Administrative Paid leave

will occur when one of two things occur.

1. Employee is cleared by a department doctor for full unrestricted duty and returns to his / her previous position.
2. Workers compensation carrier will accept the case as work related and the employee is moved to 4850 or light duty.

## **6 TERMS AND CONDITIONS OF EMPLOYMENT**

### **6.1 Hours of Work**

The weekly duty schedule is a 2 x 4 schedule (48 hours on/96 hours off), with a three (3) platoon system. The Deputy Fire Marshal's and Safety Fire Inspector duty schedule is a 40-hour work week (four (4) 10-hour days, or as directed by the Fire Chief) duty schedule.

### **6.2 Layoff and Rehire**

An employee's departmental seniority date shall be established upon hire date. When there is more than one employee hired on the same day seniority will be based upon rank during hiring process (i.e. #1 candidate, #2 candidate, etc.). Where employees are hired or promoted on the same date, the order of seniority, either departmental or classification, shall be based on the respective position each such employee was assigned on the eligibility list will be accorded the most seniority.

When a position within the Fire Captain classification is eliminated, the employee with the least seniority within that classification may displace the senior employee in the Firefighter classification provided that employee has less departmental seniority than the employee who is being removed as a Fire Captain. The employee in the Firefighter classification with the least departmental seniority shall be the first laid off, and the last such employee laid off shall be the first rehired.

The name of each employee who is laid off in accordance with this Section shall be placed at the head of the eligible list for the class of position for which he or she previously held, i.e., Captain, Firefighter, Firefighter/Paramedic. In regard to any person who was laid off from the position of Captain, and remains as an employee of the Fire District, that person shall be given preference in filling vacancies within the class of Captain on the basis of last laid off, first re-hired. The preference/right shall end after twenty-four (24) months of the layoff. For the following thirty-six (36) months, a laid off captain who successfully passes the captain's exam will be promoted to any vacant captain's position.

With regard to the filling of vacancies in the Firefighter classification, the last employee laid off shall be the first employee rehired; however, for the purpose of re-hires within the classification of Firefighter, this re-employment preference/right shall end after eighteen (18) months of the lay off from the Fire District.

### **6.3 Shift Bids**

See policy for information

### **6.4 Minimum Staffing**

The minimum daily staffing level for the Southern Marin Fire Protection District is fifteen (15) uniformed safety members:

- 1 - Chief Officer or qualified Acting Chief Officer (This position may be staffed by a Battalion Chief from another agency with which the District has a shared services agreement.)
- 3 - Company Officers or qualified Acting Company Officers



- 3 - Engineer-Paramedics or Firefighter-Paramedics
- 3 - Engineers or Firefighters authorized to drive and operate fire apparatus
- 5 - Firefighters

## **6.5 Probationary Period**

All newly hired employees covered by this Memorandum of Understanding shall be required to serve an eighteen (18) month at-will probationary period. An employee may be dismissed for any lawful reason during the probationary period without right of appeal to the grievance procedure.

## **6.6 Captain Promotional Testing**

During the term of this Agreement, the Parties shall continue to discuss revisions to the District's promotional testing procedures, including but not limited to discussion about a possible Association observer to be included in the promotional testing process. Any agreement that the Parties reach concerning promotional procedures shall be memorialized in a Side Letter.

## **6.7 Physical Fitness**

A Physical Fitness Program, referred to as the Wellness/Fitness Initiative, has been devised in an effort to provide a more physically fit employee and to reduce the incidence of compensable industrial injuries. As with any such program, the returns to the employee are in direct proportion to the effort and enthusiasm with which he/she participates in the program. The following procedures and recommendations are based on available medical information and experience and have been developed to promote the general health, welfare, and longevity of District personnel. It is believed that a conditioned and healthy employee will provide a more effective and efficient public emergency service.

### **6.7.1 Administration**

The program would be administered by a bipartite committee of four (4) individuals, two (2) selected by the Fire Chief and two (2) selected by the Association. This Committee will have overall responsibility for administration of the program including recommending program consultants, hearing appeals by employees, recommending alterations, amendments, or individualized exceptions to the Plan and proposing recommended discipline to the Fire Chief for employees who fail to meet prescribed ranges. A quorum of the Committee shall consist of all four (4) Members, and action can only be taken by a majority of the quorum. In regard to discipline, no discipline may be imposed by the Fire Chief which is greater than that agreed upon by the Committee, although the Fire Chief may impose a lesser form of discipline if he/she so elects.

It is further provided that discipline cannot be imposed upon any employee hired prior to July 1, 2002 except if said employees fails to participate in said program by:

Failing to show up for scheduled appointments.

Does not make a bona fide effort during the testing process.

### **6.7.2 Injuries**

Any injuries suffered by a participant while participating in the program shall be deemed to be industrial and job-related, with the exception of injuries attributable to those activities considered to be primarily recreational such as team sports, skiing, etc.

### **6.7.3 On-duty Participation**

All testing, qualification, re-testing, and any required medical examination or treatment shall be performed while the employee is on-duty, or, if that is not feasible, the employee shall be compensated at the overtime rate.

Recognizing fiscal limitations, upon employee request and recommendation of the Bipartite Committee, the District shall make available at Employer expense a physical prescription that is directly related to achieving program criteria.

### **6.7.4 Physical Fitness Components**

Subject to "individualization" of the following elements by the Committee at the request of an employee and/or his/her physician or the Employer (related to the employee's age, height, weight, prior injuries, or any medical limitations); the following components will be included:

1. Resting heart rate;
2. Resting blood pressure;
3. Blood test for cholesterol levels;
4. Body fat measurement;
5. An event determined by the Committee to measure physical agility and limited aerobic capacity;
6. An upper body strength test (consisting, perhaps, of a combination of lifting and dynamometer tests);
7. Test of trunk strength/extension/flexibility.

This test shall be administered annually; if an employee fails to meet prescribed ranges in any of the components listed above, the employee shall be allowed another opportunity to retake and pass the test within four (4) months before any administrative action is proposed or taken against him/her.

### **6.7.5 Evaluations**

Failure of an employee to successfully meet the program criteria shall not, in and of itself, constitute grounds for an adverse personnel evaluation.

All parties should recognize that this undertaking may need alteration, amendments, and revisions as it goes along and that should be understood to be the basic responsibility of the Bipartite committee, obviously subject to that requirement that if any substantial changes are proposed in the program format, that would constitute an item for meet and confer between the Employer and the Association.

## 6.8 Disciplinary Action

The District may discipline an employee for just cause. The District applies the principle of progressive discipline, which means that it first uses less severe forms of discipline to correct misconduct and advances to more serious forms of discipline for repeated misconduct. However, some misconduct is sufficiently serious that it justifies a significant penalty up to and including employment termination for the first offense. The District will comply with the Firefighters Procedural Bill of Rights Act to the extent required by law in its administration of employee disciplinary actions. Examples of just cause include but are not limited to the following:

- A. Violation of the law.
- B. Substance abuse as defined in District policy.
- C. Use of drugs and/or alcohol on duty.
- D. Neglect of duty.
- E. Disobedience of or failure to comply with District orders as defined herein.
- F. Absence from duty without leave.
- G. Conduct unbecoming an employee of the District which might be detrimental to the service.
- H. Accepting or soliciting a bribe.
- I. Immoral acts.
- J. Appropriating any lost, found, stolen, District or evidence property to their own use.
- K. Falsification of reports, records, or communications.
- L. Improper political activity that may conflict with District's mission statement.
- M. Feigning sickness or injury to escape duty.
- N. Rough or careless handling of District property.
- O. Insubordination.
- P. Dishonesty.
- Q. Incompetence or non-performance of duty.
- R. Any other act or omission contrary to the good order and discipline of the District and/or which violates any District rules, policies, or other governing documents.

## 6.9 Grievance Procedure

### A. Definition:

1. A grievance is any dispute which involves (1) the interpretation or

application of any provisions of this Memorandum of Understanding; or (2) the interpretation or application of rules, regulations, resolutions, ordinances and existing practices concerning negotiable terms or conditions of employment.

2. Disciplinary appeal procedures shall comply with the Firefighters Procedural Bill of Rights Act and applicable due process case law.
3. A grievance may be filed by (1) an employee who has been injured by any of the actions listed in paragraph 1 above, (2) jointly by any group of employees who have been injured by any of the actions listed in paragraph 1 above, or (3) by the employee organization when the District has taken any of the actions listed in paragraph 1 above.

B. Informal Grievance:

1. Within seven (7) calendar days of the event giving rise to the grievance, the grievant shall present the grievance informally for disposition to his/her immediate supervisor.
2. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

C. Formal Grievance:

1. If the grievant believes that the grievance has not been resolved in the informal grievance process, the grievant may file a formal grievance within five (5) calendar days of receiving the immediate supervisor's response to the informal grievance. This formal grievance shall state in writing the nature of the problem and the desired remedy and shall be submitted to the Fire Chief.
2. Step 1: Within two (2) working days of receipt of the formal grievance, the Fire Chief or two designees shall meet with two members of the Union in an effort to ascertain all facts connected with the grievance. Within ten (10) calendar days of said appointment, the parties shall meet together, investigate the grievance, and attempt to reach an agreement on the disposition of the grievance.
3. Step 2: If the decision of the Fire Chief resolves the grievance to the satisfaction of the grievant, the matter shall be considered resolved. If the decision of the Fire Chief does not resolve the grievance to the satisfaction of the grievant, the grievant may, within five (5) calendar days of being notified of the Chief of the Department's decision, appeal the matter in writing to the Fire Chief, requesting one of the following methods of disposition:
  - a. Appointment of a panel consisting of one representative of the Fire Chief, one representative of the grievant, and one representative of the State Conciliation Service; or
  - b. Appointment of a panel consisting of one representative of the Fire Chief and one representative of the grievant. This panel shall

mutually select an impartial arbitrator. Arbitration is final and binding.

D. General Conditions:

- I. Any time limit may be extended only by mutual agreement in writing.
2. Any aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.
3. All expenses of arbitration shall be shared equally by each party.
4. Failure on the part of the District or grievant to appear in any case before an arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.
5. The decision of the Arbitrator or the Panel, whichever shall have been selected by grievant, shall be final and binding on all parties, subject to ratification by the Board of Directors if the decision requires an unbudgeted expenditure.

#### **6.10 Representatives**

The District will provide reasonable paid release time to an authorized Union representative selected by an employee to represent that employee during a grievance. The representative must be available to represent the employee as required by law, or the employee must select another representative. The representative will obtain approval from the Fire Chief or the Chief's designee before leaving duty to perform any work to represent the employee.

#### **6.11 Out of County Hotels and Motels**

See Resource Deployment Guidelines For "Out of County" Mutual Aid Requests policy.

#### **6.12 Drug and Alcohol Prohibition**

See Drug and Alcohol Free Workplace policy.

#### **6.13 Common Mess or On-Duty Meals**

All employees on each shift at each station shall attend an organized mess at the station for consumption of meals. Employees shall contribute in equal shares for the cost of such meals up to \$40 for a 48-hour shift. The department shall not be responsible in any manner for the cost of such meals, for the preparation thereof, for the collection of any funds or for the enforcement of or any other costs connected to this section.

#### **6.14 Training**

Management and labor will work together to evaluate the equitable use of training funds and an equitable process for the publication of training opportunities to all eligible employees.

## 7 RETIREMENT

The District is a member of the Marin County Employees Retirement System for the purpose of providing retirement benefits for employees hired by Southern Marin Fire Protection District.

### Tier 1

The formula Plan for employees hired prior to July 1, 2005 shall be the "3% @ 50" under G.C. Section 31664.1 calculated on single highest year, with 4% cost of living allowance.

### Tier 2

The formula plan for employees hired on or after July 1, 2005 and before January 1, 2013 or hired before August 1, 2013 and with prior membership in a reciprocal plan prior to January 1, 2013 shall be "3%@ 55" under G.C. Section 31664.2 calculated on single highest year, with 4% cost of living allowance.

### Tier 2A

The formula plan for employees hired on or after August 1, 2013 with prior service in a reciprocal plan retirement prior to January 1, 2013 shall be at the 3% @ 55 under G.C. Section 31664.2 calculated on single highest consecutive three (3) years with 3% cost of living allowance.

### Tier 3

The formula plan for employees hired on or after January 1, 2013 and prior to August 1, 2013 without prior service or without membership in a reciprocal retirement plan prior to January 1, 2013 shall be at the "2.7% @ 57" as defined under the California Public Employees' Pension Reform Act calculated on highest consecutive three (3) years with 4% cost of living allowance.

### Tier 3A

The formula plan for employees hired after August 1, 2013 without prior service or without membership in a reciprocal retirement plan prior to January 1, 2013 shall be at the "2.7% @ 57" as defined under the California Public Employees' Pension Reform Act calculated on highest consecutive three (3) years with 3% cost of living allowance.

The employee shall be solely responsible the employee share of retirement cost.

The Deputy Fire Marshal and Safety Fire Inspector classifications are safety positions and all provisions of the current MOU regarding retirement apply to the classification.

### 7.1 Medical Coverage after Retirement

A. Full-Time Employees Hired, Promoted, or absorbed by the District, and Retiring from the District through the Marin County Employees' Retirement Association ("MCERA")

1. Service Credit Calculation

For purposes of this Section 7.1(A), the following shall be considered as service credit with the District:

a. Service credit with the Alto-Richardson Bay Fire Protection District;

- b. Service credit with the Tamalpais Fire Protection District;
- c. Service credit with the City of Sausalito. This applies to all employees absorbed as part of either the April 6, 2006 agreement OR the June 26, 2012 annexation who are not identified as a liability of the City of Sausalito for full medical insurance coverage post retirement.
- d. Service credit with the City of Mill Valley for employees hired by the Tamalpais Fire Protection District on July 1, 1994.

2. Employees with a Minimum of 10 Years' Service Credit with the District

Full time employees hired by the District before January 1, 2014 who have 10 years' service credit with the District, as defined in Sections 7.1(A)(1) who retire from the District through MCERA, shall receive the following benefit:

- a. District shall provide 5% of the cost of Kaiser " employee-only " coverage per year served up to a total of 100% of the cost of coverage in the current Kaiser Plan, as provided by MCERA, for the remainder of the employee's life.

3. Employees with a Minimum of 30 Years' Service Credit with the District

Full time employees hired by the District before July 1, 2010 who have 30 years' service credit with the District, as defined in Section 7.1(A)(1) only, and who retire from the District through MCERA, shall receive the following benefit:

- a. In addition to the benefit provide pursuant to Section 7.1(A)(2), District shall provide 100% of the cost of Kaiser spousal medical coverage (Kaiser "Plus 1 " rate) in the lowest cost Kaiser Plan, as provided by MCERA, for the remainder of the spouse' s life. This benefit is limited to a member' s spouse at the date of retirement. Upon the death of a former employee, the spouse shall receive said medical coverage at the Kaiser "Single Rate."

4. Mandatory Use of Medicare

Retirees and their spouses who are age 65 or older and have Medicare must use Medicare as their primary medical insurance as described in MCERA's Medicare Fact Sheet, or other publication(s), as may be amended by MCERA from time to time.

B. R.H.S. Plan for Employees Hired by the District on or after January 1, 2014

Instead of providing retiree medical insurance as described above for employees hired before 2014, the District shall establish Retiree Health Savings (" RHS") Accounts pursuant to Federal tax law through ICMA for each employee hired on or after January 1, 2014. Each pay period, the District shall make an employer contribution equal to 2% of top step Captain. (Captain step 2

base pay per addendum A) into the employee's RHS Account. The employee shall have direct deferral of 2% of their base salary. This employer contribution shall be effective retroactive back to each employee's date of hire.

The District's contribution to this fund will be 2% of the top step Captain for all employees receiving the benefit every paycheck.

At the end of each quarter, any comp time hours over 96-hour limit will be cashed out and deposited into the employee's RHS account.

## **8 STRIKES AND LOCKOUTS**

During the term of this Agreement the employer agrees that it will not lockout employees, and the Union agrees that it will not, encourage, or approve any strikes, stand downs, sympathy strike, or other work stoppage growing out of any dispute relating to the terms of this agreement.

Each party consents to and waives any defenses against an injunctive action by the other party to restrain any violation of this article.



**9 DURATION OF AGREEMENT**

This agreement shall be effective as of the first day of July 2022 and shall remain in full force and effect until the 30th day of June 2025.

The following parties hereby have executed this Memorandum of Understanding effective July 1st, 2022.

SOUTHERN MARIN PROFESSIONAL  
FIREFIGHTERS LOCAL 1775

By: B. Powers  
Printed Name: Ben Powers  
Date: 12/21/22

RATIFIED: MARIN PROFESSIONAL  
FIREFIGHTERS LOCAL 1775

By: John J. Grey  
Printed Name: John J. Grey  
Date: 12/22/22

SOUTHERN MARIN FIRE DISTRICT  
Attorney

By: Thomas W. Ferrara  
Printed Name: Thomas W. Ferrara Director  
Date: 12/29/22

SOUTHERN MARIN FIRE DISTRICT  
BOARD OF DIRECTORS

By: Stephen Raab  
Printed Name: Stephen Raab attorney  
Date: 1/5/23

## EXHIBIT A

	2022/23				2023/24			2024/25			Months in Step
	21/22	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly	Monthly	Annually	Base Hourly	
<b>Captain</b>											
Captain 1.0	10,747.08	11,176.96	134,123.52	46.06	11,512.27	138,147.24	47.44	12,087.88	145,054.56	49.81	12
Captain 1.10 Years	10,962.02	11,400.50	136,806.00	46.98	11,742.52	140,910.24	48.39	12,329.64	147,955.68	50.81	
Captain 1.15 Years	11,069.49	11,512.27	138,147.24	47.44	11,857.64	142,291.68	48.86	12,450.52	149,406.24	51.31	
Captain 1.20 Years	11,123.23	11,568.15	138,817.80	47.67	11,915.20	142,982.40	49.10	12,510.96	150,131.52	51.56	
<b>Benchmark Captain 2.0</b>	<b>11,284.43</b>	<b>11,735.81</b>	<b>140,829.72</b>	<b>48.36</b>	<b>12,087.88</b>	<b>145,054.56</b>	<b>49.81</b>	<b>12,692.27</b>	<b>152,307.24</b>	<b>52.30</b>	
Captain 2.10 Years	11,510.13	11,970.53	143,646.36	49.33	12,329.64	147,955.68	50.81	12,946.12	155,353.44	53.35	
Captain 2.15 Years	11,622.96	12,087.88	145,054.56	49.81	12,450.52	149,406.24	51.31	13,073.04	156,876.48	53.87	
Captain 2.20 Years	11,679.39	12,146.56	145,758.72	50.05	12,510.96	150,131.52	51.56	13,136.50	157,638.00	54.13	
<b>Firefighter/Paramedic</b>											
Firefighter/Paramedic 1	8,037.86	8,359.37	100,312.44	34.45	8,610.15	103,321.80	35.48	9,040.66	108,487.92	37.26	3
Firefighter/Paramedic 2	8,439.76	8,777.35	105,328.20	36.17	9,040.67	108,488.04	37.26	9,492.70	113,912.40	39.12	9
Firefighter/Paramedic 3	8,861.75	9,216.22	110,594.64	37.98	9,492.71	113,912.52	39.12	9,967.35	119,608.20	41.07	12
Firefighter/Paramedic 4	9,304.83	9,677.02	116,124.24	39.88	9,967.33	119,607.96	41.07	10,465.70	125,588.40	43.13	12
Firefighter/Paramedic 5	9,770.08	10,160.88	121,930.56	41.87	10,465.71	125,588.52	43.13	10,989.00	131,868.00	45.28	12
Firefighter/Paramedic/Eng 6	10,258.58	10,668.92	128,027.04	43.97	10,988.99	131,867.88	45.28	11,538.44	138,461.28	47.55	
Firefighter/PM/Eng 7 (10 years)	10,463.76	10,882.30	130,587.60	44.84	11,208.77	134,505.24	46.19	11,769.21	141,230.52	48.50	
Firefighter/PM/Eng 8 (15 years)	10,566.34	10,988.99	131,867.88	45.28	11,318.66	135,823.92	46.64	11,884.59	142,615.08	48.97	
Firefighter/PM/Eng 9 (20 years)	10,617.63	11,042.33	132,507.96	45.50	11,373.60	136,483.20	46.87	11,942.29	143,307.48	49.21	
<b>Firefighter</b>											
Firefighter 1	7,307.16	7,599.45	91,193.40	31.32	7,827.43	93,929.16	32.26	8,218.80	98,625.60	33.87	3
Firefighter 2	7,672.51	7,979.41	95,752.92	32.88	8,218.79	98,625.48	33.87	8,629.73	103,556.76	35.56	9
Firefighter 3	8,056.13	8,378.38	100,540.56	34.53	8,629.73	103,556.76	35.56	9,061.22	108,734.64	37.34	12
Firefighter 4	8,458.94	8,797.30	105,567.60	36.25	9,061.22	108,734.64	37.34	9,514.28	114,171.36	39.21	12
Firefighter 5	8,881.89	9,237.17	110,846.04	38.07	9,514.29	114,171.48	39.21	9,990.00	119,880.00	41.17	12
Firefighter/Engineer 6	9,325.98	9,699.02	116,388.24	39.97	9,989.99	119,879.88	41.17	10,489.49	125,873.88	43.23	
Firefighter/Engineer 7 (10 years)	9,512.50	9,893.00	118,716.00	40.77	10,189.79	122,277.48	41.99	10,699.28	128,391.36	44.09	
Firefighter/Engineer 8 (15 years)	9,605.76	9,989.99	119,879.88	41.17	10,289.69	123,476.28	42.40	10,804.17	129,650.04	44.52	
Firefighter/Engineer 9 (20 years)	9,652.39	10,038.49	120,461.88	41.37	10,339.64	124,075.68	42.61	10,856.62	130,279.44	44.74	
<b>Deputy Fire Marshal</b>											
Deputy Fire Marshal 1.0	10,747.08	11,176.96	134,123.52	64.48	11,512.27	138,147.24	66.42	12,087.88	145,054.56	69.74	12
Deputy Fire Marshal 1.10 Years	10,962.02	11,400.50	136,806.00	65.77	11,742.52	140,910.24	67.75	11,742.52	140,910.24	67.75	
Deputy Fire Marshal 1.15 Years	11,069.49	11,512.27	138,147.24	66.42	11,857.64	142,291.68	68.41	11,857.64	142,291.68	68.41	
Deputy Fire Marshal 1.20 Years	11,123.23	11,568.15	138,817.80	66.74	11,915.20	142,982.40	68.74	11,915.20	142,982.40	68.74	
Deputy Fire Marshal 2.0	11,284.43	11,735.81	140,829.72	67.71	12,087.88	145,054.56	69.74	12,692.27	152,307.24	73.22	
Deputy Fire Marshal 2.10 Years	11,510.13	11,970.53	143,646.36	69.06	12,329.64	147,955.68	71.13	12,329.64	147,955.68	71.13	
Deputy Fire Marshal 2.15 Years	11,622.96	12,087.88	145,054.56	69.74	12,450.52	149,406.24	71.83	12,450.52	149,406.24	71.83	
Deputy Fire Marshal 2.20 Years	11,679.39	12,146.56	145,758.72	70.08	12,510.96	150,131.52	72.18	12,510.96	150,131.52	72.18	
<b>Fire Inspector</b>											
Fire Inspector 1.0	9,304.83	9,677.02	116,124.24	55.83	9,967.33	119,607.96	57.50	10,465.70	125,588.40	60.38	12
Fire Inspector 1.10 Years	9,490.93	9,870.56	118,446.72	56.95	10,166.68	122,000.12	58.65	10,675.01	128,100.17	61.59	
Fire Inspector 1.15 Years	9,583.97	9,967.33	119,607.97	57.50	10,266.35	123,196.20	59.23	10,779.67	129,356.05	62.19	
Fire Inspector 1.20 Years	9,630.50	10,015.72	120,188.59	57.78	10,316.19	123,794.24	59.52	10,832.00	129,983.99	62.49	
Fire Inspector 2.0	9,770.08	10,160.88	121,930.56	58.62	10,465.71	125,588.52	60.38	10,989.00	131,868.00	63.40	12
Fire Inspector 2.10 Years	9,965.48	10,364.10	124,369.17	59.79	10,675.02	128,100.29	61.59	11,208.78	134,505.36	64.67	
Fire Inspector 2.15 Years	10,063.18	10,465.71	125,588.48	60.38	10,779.68	129,356.18	62.19	11,318.67	135,824.04	65.30	
Fire Inspector 2.20 Years	10,112.03	10,516.51	126,198.13	60.67	10,832.01	129,984.12	62.49	11,373.62	136,483.38	65.62	
Fire Inspector 3.0	10,258.58	10,668.92	128,027.04	61.55	10,988.99	131,867.88	63.40	11,538.44	138,461.28	66.57	
Fire Inspector 3.10 Years	10,463.75	10,882.30	130,587.58	62.78	11,208.77	134,505.24	64.67	11,769.21	141,230.51	67.90	
Fire Inspector 3.15 Years	10,566.34	10,988.99	131,867.85	63.40	11,318.66	135,823.92	65.30	11,884.59	142,615.12	68.56	
Fire Inspector 3.20 Years	10,617.63	11,042.33	132,507.99	63.71	11,373.60	136,483.26	65.62	11,942.29	143,307.42	68.90	

<b>Battalion Chief</b>											
Battalion Chief Step 1	12,896.50	13,412.36	160,948.32	55.27	13,814.73	165,776.77	56.93	14,505.47	174,065.64	59.78	12
Battalion Chief Step 2	13,541.32	14,082.97	168,995.64	58.03	14,505.46	174,065.51	59.78	15,230.73	182,768.76	62.76	12
Battalion Chief Step 3	13,812.15	14,364.64	172,375.68	59.19	14,795.58	177,546.95	60.97	15,535.36	186,424.32	64.02	12
Battalion Chief Step 4	13,947.56	14,505.46	174,065.52	59.78	14,940.62	179,287.49	61.57	15,687.65	188,251.80	64.65	12
Battalion Chief Step 5	14,082.97	14,646.29	175,755.48	60.36	15,085.68	181,028.14	62.17	15,839.96	190,079.52	65.27	12
Battalion Chief Step 6	14,218.39	14,787.13	177,445.56	60.94	15,230.74	182,768.93	62.76	15,992.28	191,907.36	65.90	12
Battalion Chief Step 7	14,353.80	14,927.95	179,135.40	61.52	15,375.79	184,509.46	63.36	16,144.58	193,734.96	66.53	
Battalion Chief Day Step 1	14,702.01	15,290.09	183,481.08	88.21	15,748.79	188,985.51	90.86	16,536.23	198,434.76	95.40	12
Battalion Chief Day Step 2	15,437.10	16,054.58	192,654.96	92.62	16,536.22	198,434.61	95.40	17,363.03	208,356.36	100.17	12
Battalion Chief Day Step 3	15,745.84	16,375.67	196,508.04	94.48	16,866.94	202,403.28	97.31	17,710.29	212,523.48	102.17	12
Battalion Chief Day Step 4	15,900.21	16,536.22	198,434.64	95.40	17,032.31	204,387.68	98.26	17,883.92	214,607.04	103.18	12
Battalion Chief Day Step 5	16,054.58	16,696.76	200,361.12	96.33	17,197.66	206,371.95	99.22	18,057.55	216,690.60	104.18	12
Battalion Chief Day Step 6	16,208.96	16,857.32	202,287.84	97.25	17,363.04	208,356.48	100.17	18,231.19	218,774.28	105.18	12
Battalion Chief Day Step 7	16,363.33	17,017.86	204,214.32	98.18	17,528.40	210,340.75	101.13	18,404.82	220,857.84	106.18	