

COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY FIRE DEPARTMENT
FIREFIGHTERS' ASSOCIATION

AND

THE COUNTY OF MARIN

September 22, 2019 – June 30, 2022

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ARTICLE 1 – INTRODUCTION

The salaries, hours, fringe benefits, and working conditions set forth have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "COUNTY") and the Marin County Fire Department Fire Fighters' Association (hereinafter called "ASSOCIATION") and shall apply to all employees in the Fire Fighters' Supervisory, Non-Supervisory and Seasonal Bargaining Units.

ARTICLE 2 – RECOGNITION

2.1 County hereby recognizes Association as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees within the Fire Fighters' Supervisory, Non-Supervisory and Seasonal Units as established by the Personnel Commission April 18, 1974, and as modified by the Personnel Commission on April 10, 1978 and April 21, 2004.

SUPERVISORY

Fire Captain
Fire Crew Superintendent
Senior Fire Captain

NON-SUPERVISORY

Fire Dispatcher
Fire Engineer
Fire Engineer/Paramedic
Fire Fighter
Fire Fighter Paramedic
Fire Heavy Equipment Operator
Fire Inspector

SEASONAL

Firefighter – Seasonal
Fire Dispatcher Assistant

2.2 Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the residents of and visitors to Marin County.

- 2.3 All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (payroll deductions) as determined by the Association. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues (members). The dues will be paid to the Association by payroll deductions implemented by the County. The Association shall certify to the County the identity of such members and the amount of the payroll deductions.
- 2.4 The County shall provide the Association written notice of County-wide new employee orientations, whether in person or online, as least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation. Representatives of the Association shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. The Association shall provide the County at least five (5) business days prior to the orientation any materials it would like the County to distribute to the new employees at the orientation.

The County shall make best efforts to provide the Association with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses, and home addresses of all employees in the bargaining unit every 90, but not less than once every 120 days.

- 2.5 The parties agree that upon certification of the Association that it has and will maintain an employee's written authorization, the County will deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the County, without delay, along with a list of the employees who have had said dues deducted. Such dues deductions shall continue so long as the Union remains the exclusive representative of this bargaining unit or unless discontinued or modified in accordance with the process outlined below.
- 2.6 If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the County shall direct the employee member to the Association. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Association directly to the County and is subject to the terms and conditions set forth in the original payroll deduction/authorization.
- 2.7 The Association shall indemnify, hold harmless, and defend the County to the extent permitted by federal and/or state law against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the County's compliance with this section. The Association shall be responsible for the defense of any claim within this provision, subject to the following: (i) the County shall promptly give written notice of any claim to the Association; (ii) the County shall provide assistance reasonably requested for the defense of the claim; and (iii) the Association has the right to control the defense or settlement of the claim; provided, however, that the County shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Association may not settle or otherwise resolve any claim or action in a way that obligates the County in any manner, including but not limited to paying any amounts in the settlement, taking or omitting to take any actions, agreeing to any

policy change on the part of the County, or agreeing to any injunctive relief or consent decree being entered against the County, without the consent of the County. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Association against the County.

- 2.8 No member, official, or representative of Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of the employee's membership in or representation of Association.
- 2.9 The parties to this agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21).
- 2.10 In connection with collective bargaining, unless otherwise agreed, each bargaining committee will not exceed five (5) persons. Employee members of Association's bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiations.
- 2.11 Except in cases of emergency as provided for under Government Code Section 3504.5, The County shall provide Association with ten (10) working days' notice in advance of final action relating to salaries, hours, working conditions, and/or fringe benefits of employees generally within these units. County also agrees to provide Association with five (5) working days' notice in advance of Board of Supervisors' consideration of staff proposals on the above matters.

ARTICLE 3 – EXISTING LAWS, REGULATIONS AND POLICIES

This agreement is subject to all existing laws of the State of California, ordinances, and regulations of the County of Marin. The County, the Association and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

ARTICLE 4 – ADMINISTRATION

- 4.1 Association may, by written notice to the Director of Human Resources, designate one of its members within each of the Supervisory and Non-Supervisory Units as Shop Steward. The workload of a Shop Steward shall be reduced to permit the steward to devote an average of three hours per week of duty time to Association activities. In all cases, a Shop Steward shall secure permission from the supervisor before leaving a duty assignment. Such permission shall not be unreasonably withheld.
- 4.2 Authorized Shop Stewards of Association shall be allowed to post Union notices on bulletin boards maintained on County premises.
- 4.3 Shop Stewards may investigate and process formal grievances filed by employees.

4.4 The original or a copy of all material which reflects on an employee's performance shall immediately be inserted in the employee's file in the Human Resources Department, and the employee shall be notified accordingly. Said file shall be available at reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

ARTICLE 5 – SALARIES

The rate of pay for all classes and employees shall be increased as follows:

5.1 Salaries

Effective the pay period September 22, 2019, the rate of pay for all represented employees shall be increased by three percent (3.0%).

Effective the first full pay period of July 2020, the rate of pay for all represented employees shall be increased by two-and-one half percent (2.5%).

Effective the first full pay period of July 2021, the rate of pay for all represented employees shall be increased by three percent (3.0%).

5.2 Equity Adjustments

Effective the pay period beginning September 22, 2019, all represented employees will receive a one percent (1.0%) equity increase.

Effective the pay period beginning September 22, 2019, represented employees in the Firefighter – Seasonal classification will receive a ten percent (10.0%) equity increase.

Effective the first full pay period of July 2020, all represented employees will receive a one half of a percent (0.5%) equity increase.

Effective the first full pay period of July 2021, all represented employees will receive a one half of a percent (0.5%) equity increase.

5.3 Wage Adjustment for Holiday Reduction

Effective the pay period beginning September 22, 2019, the rate of pay for represented employees in the job classes listed below will be increased by an additional 4.84% in consideration for reducing holiday pay from one duty day's pay to twelve (12) hours for each holiday listed in Subsection 7.2.1.1

Fire Captain
Fire Crew Superintendent
Fire Dispatcher
Fire Engineer
Fire Engineer/Paramedic
Fire Fighter
Fire Fighter Paramedic
Fire Heavy Equipment Operator
Senior Fire Captain

ARTICLE 6 – HOURS OF WORK

6.1 WORK PERIOD AND DUTY DAY

6.1.1 The work period for fire suppression is 24 days. A new work period may be designated at the sole discretion of the Fire Chief, with 10 days' notice to the employee(s). The work period for Fire Dispatchers and other 40 hour employees is 7 days.

The County and the Association agree to continue the 2x4 schedule and mandatory overtime in accordance with the terms of the sideletter between the parties, dated March 31, 2004.

The standard duty day for fire suppression personnel and Fire Dispatchers shall consist of one period of 24 consecutive hours beginning at 8:00 A.M.

Fire Dispatchers will be assigned to work 24-hour shifts on a 2x4 schedule. Except in the case of an emergency, a schedule change may be made at the discretion of the Fire Chief, with 10 days' notice to the employee(s).

6.1.2 "40-hour employees" are those in the Fire Dispatcher and Fire Crew Superintendent classifications and any administrative or operational assignments designated by the Fire Chief. These administrative assignments are further described in the parties' side letter dated June 2016.

6.2 DUTY WEEK

The duty week for fire suppression personnel and fire dispatch personnel is established by the assigned shift schedule and may be either 48 or 72 hours, except that the Fire Crew superintendent shall have a 40 hour duty week. Hours of work for Firefighter Seasonal shall be based on a 40 hour week.

6.3 County shall provide each employee with five (5) wallet-size shift calendars, color-coded for each shift, by December 1 for the following year.

6.4 Overtime, Compensatory Time Callback

6.4.1 Administration

6.4.1.1 Employees shall be paid for all overtime worked not later than the second pay check following performance of the work at one and one-half times the duty hour rate subject to the following limitations, conditions, and authorization.

6.4.1.2 Overtime and compensatory time shall be compensated to the nearest tenth hour. All overtime work shall be distributed equitably among all employees in each work unit. Compensatory time off at time and one half, instead of paid overtime, shall be subject to departmental control, and solely at the discretion of the Chief. The cap on the accrual for compensatory time shall be 112 hours for eligible regular hire fire suppression job classes and 112 hours for Fire Dispatchers hired before July 1, 2009. The cap on the accrual for compensatory time shall be 40 hours for all eligible 40 hour job classes, including Fire Dispatchers hired after

July 1, 2009. Effective August 31, 2014, leave hours shall count as time worked for overtime purposes.

6.4.1.3 Paid overtime requires prior written authorization of the County Administrator via the Fire Chief. Authorization must be secured by the Fire Chief and communicated by the Fire Chief to the employee.

6.4.1.4 In an emergency, if it is impossible or impractical to secure advanced authorization from the County Administrator, the Fire Chief may authorize paid overtime subject to ratification by the County Administrator.

6.4.1.5 Overtime payment shall be based on time records maintained, as may be required by County and shall be open to review by the Association.

6.4.1.6 Employees are required to respond to Department pager, text messaging, or telephone contact regarding planned and urgent need overtime assignments within thirty minutes in order to be considered for that overtime assignment.

6.4.1.7 Any matter pertaining to this section is not subject to the grievance procedure, if it involves a single incident of less than two (2) hours of overtime.

6.4.2 Computation for regular hire fire suppression employees

6.4.2.1 Overtime is time worked beyond 182 hours within the 24- day work period. The regular rate of pay for overtime compensation for suppression employees shall be based on the hours regularly scheduled in a 24-day work period.

Example:

$$\frac{(\text{Hours scheduled in 24-day work period} \times \text{hourly rate}) + \text{any other eligible renumerations received in the work period}}{\text{Hours scheduled in 24-day work period}}$$

6.4.2.2 Extra Shift Premium: When, at the request of the Department, an employee works a shift where he or she is not scheduled to work, and the employee has taken paid leave during the same work period, that employee shall be eligible to be paid at the premium rate of one and one half times the duty hour rate for time worked on the extra shift even if that employee has not worked over 182 hours in the work period.

6.4.2.3 Callback: An employee who has departed the work location, and is called back, is guaranteed a minimum of eight (8) hours duty time.

6.4.3 Computation for 40 hour employees except for Fire Dispatchers

6.4.3.1 Overtime is time worked beyond the eight (8) hour duty day; or the forty (40) duty week, whichever is longer. The regular rate of pay for overtime compensation for employees in administrative assignments shall be based on hours regularly scheduled in a 7-day work period.

Example:

(Hours scheduled in 7-day work period x hourly rate) + any other eligible
renumerations received in the work period

Hours scheduled in 7-day work period

6.4.3.2 Callback: An employee who has departed the work location, and is called back, is guaranteed a minimum of three (3) hours duty time.

6.4.4 Computation for Fire Dispatchers

6.4.4.1 Regular Overtime for Fire Dispatchers is time worked beyond 40 hours in the work week. Regular Overtime shall be paid at one and one-half times the duty hour rate.

6.4.4.2 Extra Shift Premium: When, at the request of the Department, an employee works a shift during a day where he or she is not scheduled to work, and the employee has taken paid leave during the same week, that employee shall be eligible to be paid a premium rate of time and a half for time worked on the extra shift even if that employee has not worked over 40 hours in the workweek.

6.4.5 For all classifications covered under this MOU, personnel assigned to emergency incidents, both in-county and out of county shall be compensated portal to portal for the duration of the incident assignment.

ARTICLE 7 – PERQUISITES

7.1 VACATION

7.1.1 Each regular employee shall be entitled to earn vacation credit on the basis of months of continuous service in accordance with the following schedule. A year of service equals 2912 hours for regular hire fire suppression employees, and 2080 hours for 40-hour employees. *Fire Dispatchers hired before July 1, 2009 will be grandparented in with Regular Hire Fire Suppression accrual rates listed below.*

Regular Hire Fire Suppression Employees

0 through 24 months	.0385
greater than 24 months through 48 months	.0467
greater than 48 months through 108 months	.0577
greater than 108 months through 228 months	.0770
greater than 228 months	.0962

40 Hour Employees

0 through 24 months	.0385
greater than 24 months through 48 months	.0467
greater than 48 months through 108 months	.0577
greater than 108 months through 228 months	.0770
greater than 228 months	.0962

Vacation shall be accumulated as indicated above with a maximum accumulation of 360 hours for Regular Hire Fire Suppression employees and for Fire Dispatchers hired before July 1, 2009 and a maximum accumulation of 300 hours for 40 hour employees. Thereafter, additional vacation time accrual shall be suspended.

Fire Dispatchers hired on or after July 1, 2009 shall have the same vacation accrual schedule and vacation cap as other 40-hour employees covered by this agreement.

7.1.2 Vacation After Six Months of Employment

If convenient to the County, the Fire Chief may authorize vacations up to the number of duty hours actually accumulated during the first six months continuous employment.

7.1.3 Preference

Employees shall be given preference for vacations by job assignment based upon department seniority,

“Job assignment” is defined as either Fire Suppression, Medical or Administrative or Fire Dispatcher. For the purposes of this section, all the Firefighter’s are considered to be assigned to “medical”.

Personnel assigned are as listed below:

FIRE SUPPRESSION

Fire Engineer
Fire Heavy Equipment Operator
Fire Captain
Senior Fire Captain

MEDICAL

Firefighter
Firefighter Paramedic
Fire Engineer Paramedic

ADMINISTRATIVE

Fire Crew Superintendent
Fire Captain (Administrative Assignment)

FIRE DISPATCHER

Fire Dispatcher

Shift Battalion Chiefs will be contacting each of their personnel for vacation scheduling, and utilizing this policy. Each individual will be allowed to schedule 4 consecutive shifts up to two cycles, of “A” (summer months June 1– October 31) vacation per year, on a SHIFT seniority basis.

Each individual will be allowed to schedule UNLIMITED CONSECUTIVE SHIFTS of “B” (winter months November 1 – May 31) vacation per year, on a SHIFT seniority basis.

Vacation shall be scheduled only in numbers of hours accumulated by the date of the scheduled vacation. The minimum number of hours of vacation in any given day shall be 8 hours and the maximum number of partial days per calendar year shall be four (4).

Vacation scheduled and approved must be taken. However, exceptions may be granted on a case-by-case basis to an employee who is unable to take a scheduled vacation for good cause (e.g., illness, injury, etc. to employee or family member). The determination, by the County, of whether good cause exists shall be made by the Fire Chief.

SUPPRESSION

“A” (June 1 – October 31) one individual off per shift

“B” (November 1 – May 31) two individuals off per shift

MEDICAL

Subject to the other provisions contained in this section, one individual off per shift year-round; i.e., up to one shift.

ADMINISTRATION

As fits the needs of the individual and the Department.

Windows

September 15 – 30 will be the window for bidding winter (November 1 – May 31) vacations. March 15 – 30 will be the window for bidding summer (June 1 – October 31) vacations. There will be one rotation for summer vacation and two rotations for winter vacations.

Highlights

Seniority lists will be utilized for suppression and medical. Each shift will maintain two seniority lists (one for suppression, one for medical). Seniority will be used for both window periods, separately.

Vacation requests will be taken in blocks of consecutive shifts. Seniority bidding will occur during windows only.

It is the individual's responsibility to be prepared for the bidding process prior to window dates. Individuals not prepared will be skipped.

Individual “Remaining Days”

Individual days remaining after the bids will be granted on a first come, first served basis, unless it incurs ten (10) hours or more of overtime at the time of the request.

Individual “remaining days” will be available year round.

Once an individual vacation day is granted, it cannot be revoked.

Individual “remaining days” must be requested two weeks in advance. Only the Chief or Deputy Chief may approve days requested with less than two weeks' notice.

During the winter vacation period and during the first come/first served period, If two suppression personnel and one medical personnel are already scheduled off, and staffing will allow coverage without incurring overtime at the time of the request, one additional medical personnel may be allowed to take a vacation day.

Vacancies that exceed 120 calendar days as a result of 4850 Disability, Long-Term Disability, retirements, resignations or terminations, that will result in overtime if the Individual Day is granted, will not be grounds for denial of the day.

7.1.4 Illness on Vacation

If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave subject to sick leave requirements.

7.1.5 Vacation Payment at Termination

An employee who resigns, retires, is laid off, or discharged and who has earned vacation time to the employee's credit shall be paid for the vacation time as of the effective date of termination.

7.1.6 Trade Policy

SCOPE: To outline the trade policy of the Marin County Fire Department

7.1.6.1 While there is no limit on trades, the department reserves the right to implement the following steps in the event of abuse or excessive use of the trade policy:

- (a) The department may require compliance with a "trades pay back plan" where the outstanding trade balance owed exceeds nine trades in any six-month period. The individually tailored plan shall be created after consultation with the Association.
- (b) The department may deny trades where excessive trading by an individual is unreasonably hurting the functioning of a team in the department.

7.1.6.2 All trades, no matter what length, require a shift trade be added to the calendar in Telestaff which must be approved by the shift Battalion Chief prior to the trade date. Emergency trades must be approved by shift Battalion Chief.

7.1.6.3 Reliever assumes full responsibility for shift traded.

7.1.6.4 Unless emergency arises, a trade shift being entered in Telestaff should precede trade. Emergency trades to be approved by shift Battalion Chief or designee only. Trades are to be considered cancelled if the person requesting the trade (applicant) is committed to an out of county assignment prior to the trade date.

7.1.6.4.1 An employee who is working a trade shall be deemed to be in regular paid status for the duration of the trade regardless of whether or not he or she is assigned to an out of county assignment. Therefore, no overtime compensation will be made to the reliever for the day/duration of the trade. If overtime is needed to maintain minimum station staffing levels, it shall be filled according to the Marin County Fire Department overtime policy.

7.1.6.5 All trades shall be made rank for rank during the "A" vacation schedule time period.

7.1.6.6 Trades will be allowed between ranks during the "B" vacation schedule time period.

Trade policy will be strictly enforced by one or more of following actions within a one-year period.

1st Violation: Pay docked number of hours missed.

2nd Violation: Possible suspension according to Personnel Management Regulation 47. Repayment of all trades outstanding; no further trades until repayment is completed.

3rd Violation: Total loss of trading privileges, plus disciplinary action under Personnel Management Regulation 47.

7.1.6.7 All trades will be paid back within twelve months from date of trade.

7.2 HOLIDAYS

7.2.1 Regular Holidays

7.2.1.1 Regular employees shall be entitled to the following holidays with pay: the first day of January; the third Monday in January; the twelfth day of February; the third Monday in February; the last Monday in May; the fourth day of July; the first Monday in September; the ninth day of September; Veteran's Day; Thanksgiving Day; the Friday immediately following Thanksgiving Day; December 25; and every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday and adopted by the Board of Supervisors.

7.2.1.2 When a holiday falls on a Saturday or Sunday, the Friday proceeding a Saturday holiday, or a Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed. For an employee who does not work a Monday through Friday schedule, the day immediately following the employee's two days off shall be deemed to be a holiday in lieu of the day observed.

7.2.2 Floating Holiday

7.2.2.1 One duty day per year shall be deemed a floating holiday which may be taken at any time or times during the year accrued with the approval of the Fire Chief.

7.2.2.2 Each regular employee on the payroll as of July 1, or newly appointed prior to December 31, shall be credited immediately with one floating holiday (24 hours for Regular Hire Fire Suppression employees and Medical employees, and 8 hours for 40 hour employees) for that fiscal year. Any regular employee appointed between January 1 and June 30 shall be credited immediately with one-half of the floating holiday for the balance of that fiscal year.

7.2.2.2.1 Fire Dispatchers hired before July 1, 2009 will be allocated 24 hours of floating holiday per year, which may be taken at any time during the year accrued with the approval of the Fire Chief. Fire Dispatchers hired on or after July 1, 2009 will be treated as all other 40-hour employees and will be allocated 8 hours of floating holiday per year, consistent with this section.

7.2.2.3 Floating holiday hours shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.

7.2.2.4 Upon termination, unused floating holiday hours shall be paid at a straight time rate so that the total of unused floating holiday hours to be paid off and floating holiday hours used by the employee, shall not exceed one-half duty day if the termination occurs between July 1 and December 31; or one duty day if the termination occurs between January 1 and June 30.

7.2.3 Compensation for holidays for eligible Regular Hire Fire Suppression employees and Medical employees:

7.2.3.1 Effective the pay period beginning September 22, 2019, represented regular hire suppression and medical employees will receive twelve (12) hours' pay at a straight time rate for each holiday listed in Subsection 7.2.1.1 above, payable in the pay period in which the holiday occurs.

7.2.3.2 An employee is eligible for holiday compensation, if the employee is in paid status for regularly scheduled shifts, immediately preceding and immediately following the days designated in Subsection 7.2.1.1. above.

7.2.3.3 Payment for unused floating holidays accrued pursuant to Section 7.2.2.2 shall be made in the last paycheck that includes the first full pay period of the succeeding fiscal year, based on the employee's hourly rate on the last day of the fiscal year in which the floating holiday was accrued.

7.2.4 Compensation for holidays for eligible 40 hour employees:

7.2.4.1 Holidays worked shall be compensated at one and one-half times the applicable hourly rate and the employee shall receive holiday hours off in lieu of those worked.

7.2.4.2 For all 40 hour employees, including Fire Dispatchers hired on or after July 1, 2009, holidays worked shall be compensated at one and one-half times the applicable hourly rate **for actual time worked on the holiday day. In addition,** the employee shall receive **eight (8)** holiday hours off in lieu of those worked.

7.2.4.3 **The Following provisions apply to Fire Dispatchers hired before July 1, 2009:**

7.2.4.3.1 Effective the pay period beginning September 22, 2019, **Fire Dispatchers hired before July 1, 2009** will be compensated for twelve (12) hours at the straight time rate of pay for each holiday worked for each

holiday listed in Subsection 7.2.1.1 above and shall be payable in the pay period in which the holiday occurs.

7.2.4.3.2 **Fire Dispatchers hired before July 1, 2009** are eligible for holiday compensation, if the employee is in paid status for regularly scheduled shifts, immediately preceding and immediately following the days designated in Subsection 7.2.1.1 above.

7.2.4.3.3 **For Fire Dispatchers hired before July 1, 2009**, payment for unused floating holidays accrued pursuant to Section 7.2.2.2.1 shall be made in the paycheck that includes the first full pay period of the succeeding fiscal year, based on the employee’s hourly rate on the last day of the fiscal year in which the floating holiday was accrued.

7.3 INSURANCE AND RETIREMENT CONTRIBUTIONS

The County provides a fringe benefits package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee’s regular hire FTE. Hours worked as a Contingent Hire (i.e. Extra Hire) employee, and/or hours worked in excess of a part-time regular hire FTE, and/or overtime hours do not count toward the accrual of benefits.

7.3.1 Biweekly Fringe Benefits

In calendar year 2019, the County’s Biweekly fringe benefit contribution for regular hire employees enrolled in a County medical plan shall be:

	<u>Biweekly Payment Annual Salaries At/Above \$70,000*</u>	<u>Biweekly Payment Annual Salaries Below \$70,000*</u>
<u>Employee Only</u>	<u>\$540.33</u>	<u>\$540.33</u>
<u>Employee + 1 Dependent</u>	<u>\$614.66</u>	<u>\$626.36</u>
<u>Employee + Family</u>	<u>\$824.26</u>	<u>\$847.65</u>

*Annual salary threshold to determine the County’s fringe benefit contributions shall be *under/over* \$74,000 for calendar years 2020 and 2021.

Effective in December 2019, December 2020, and December 2021, in the pay period in which health insurance rates are normally adjusted, the County will provide an increase to the flat dollar contribution amount by an amount equivalent to zero percent (0%) – five percent (5%), based on the Kaiser silver premium increase (or the premium increase to the County’s lowest cost HMO at that time) to benefited employees at the employee + one (1) and employee + two (2) benefit levels.

7.3.2 The County will contribute \$120.67 per pay period toward the health benefits of qualified extra hire (seasonal) employees under the Affordable Care Act (ACA).

7.3.3 Any employee covered by this agreement may make written application to the Human Resources Director for waiver of required participation in one or more insurance programs, except Dental Insurance, Vision Insurance, and Basic Life Insurance, if said employee provides acceptable proof of equivalent coverage in a

group plan through other sources. An employee who waives participation under this section shall use the fringe benefit package to purchase mandatory insurance coverage for Dental, Vision and Basic Life and is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package.

7.3.3.1 Bargaining unit employees are eligible for participation in the Dependent Care Assistance Program, the Flexible Spending Account Program (FSA) and Long Term Care Program.

7.3.3.2 Non-safety Employees Represented by Association shall be enrolled in the State Disability Insurance (SDI) plan, at employee cost.

7.3.3.3 The County shall give payroll deduction rights (i.e., a separate "bucket") for long term disability insurance private coverage for bargaining unit members.

7.3.3.4 Bargaining unit employees are eligible for double supplemental life insurance to be added as a subvented benefit. If added during open enrollment, enrollment is subject to approval of the insurance company.

7.3.3.5 Tax Free Retirement Contribution: No Federal or State taxes will be withheld, by the County, from the employee's paycheck on the amount the employee contributes to retirement.

7.3.3.6 Effective January 2, 2005, current bargaining unit (safety members only) will have a 3% @ 50 retirement formula (in place of 3% at 55 previously negotiated). The parties agree to utilize 7.06% as the actuarial value of the increased cost for the 3% @ 50 retirement enhancement. Parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 7.06% or 3.53%. The parties are implementing this section in accordance with Section 31678.2 of the California government code. In accordance with this section, members shall pay the 3.53% as part of the contribution by the employer that would have been required if section 31664.1 (3% @ 50 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e., going forward and backwards). This agreement shall only be applicable to members who retire on or after January 2, 2005.

Effective for employees entering the retirement system as of July 1, 2008, the eligible retirement age for miscellaneous members will be 55.

For any employee hired into a miscellaneous, non-safety job classification on or after January 1, 2011, the employee shall be placed in Retirement Tier 4. The Retirement Tier 4 formula shall be 2% at 61 ¼ as stated in Cal Gov. Code 31676.1

7.3.3.7 Effective for employees entering the retirement system as of January 1, 2013, the eligible retirement age for safety members will be 57 and the formula will be 2.7%; for miscellaneous employees the eligible retirement age will be 62 and the formula 2%.

7.3.4 For all eligible employees, the County agrees to apply the fringe benefit contribution towards the premiums for health, dental, vision, basic life,

supplemental life and disability insurance. Any county employee enrolling in County medical coverage is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package with the exception below.

Elimination of Cash Back for New Hires and Employees Not Receiving Cash Back as of September 22, 2019:

- Effective September 22, 2019, there will be no cash back of any remaining unused amount of an employee's bi-weekly fringe benefit package for the following:
 - Employees hired on or after September 22, 2019
 - Employees who do not receive cash back as of September 22, 2019

7.3.5 Hold Harmless

Effective at the end of the final full pay period of the 2019-2022 agreement, the County will eliminate Hold Harmless monies for all represented employees. Effective the first full pay period of July 2022, represented employees who had received Hold Harmless monies as of the last full pay period in fiscal year 2021-2022, greater than or equal to \$100.00 per pay period, will receive a lump sum amount equivalent to 52 pay periods of Hold Harmless monies, based on the amount the employee received as of the last full pay period in fiscal year 2021-2022.

7.3.6 Effective January 12, 1997, employees are required to share fifty percent (50%) of the cost of the retiree cost of living adjustment (COLA), pursuant to Cal. Govt. Code Sections 31870 et seq., in an amount not to exceed 3.1% (the approximate weighted average cost of the COLA for safety members) of their compensation earnable. These contributions shall be credited to each member's individual retirement account(s).

7.3.7 County further agrees to continue payroll deduction service as in effect June 30, 1970, for insurance programs sponsored by the Association. Said service shall not be extended to any additional programs without the written approval of the County Administrator.

7.4 SICK LEAVE

7.4.1 General

Each regular full time employee's sick leave accrual under the biweekly payroll system shall be accrued at the rate of .0495 for regular hire fire suppression employees and Fire Dispatchers hired before July 1, 2009 and at .0462 for 40-hour employees, including Fire Dispatchers hired on or after July 1, 2009.

7.4.1.1 Unused sick leave shall be accumulated without limit.

7.4.1.2 Sick leave with pay up to a total number of duty hours accumulated shall be granted by the Fire Chief in case of bona fide illness or injury of employee. County may require a physician's certificate or other evidence, either as a condition

of continuing an employee on sick leave status or as a requirement of returning to duty only under the following circumstances:

- If sick leave is used by any employee to cover the tour (two (2) shifts) immediately prior to scheduled vacation; or
- If sick leave is used by any employee to cover the tour immediately after (two (2) shifts) scheduled vacation; or
- After four (4) consecutive duty days of illness

Association recognizes County's right to investigate and correct abnormal and unexcused uses of sick leave.

7.4.1.3 Excessive sick leave usage will be handled in accordance with the relevant County PMR.

7.4.1.4 "Sick call" made after 2100 hours the day prior to the shift will trigger "Urgent Need" overtime procedures.

7.4.1.5 Leave with pay up to six (6) standard work days for 40-hour work week employees; or three scheduled shifts for Regular Hire Fire Suppression employees may be granted during a calendar year by the department head for an employee who must care for a son, daughter, spouse or person of a familial relationship residing in the same household during illness. Such leave shall be charged against accumulated sick leave.

7.4.1.6 Sick Leave Borrowing: During the first six (6) months of employment as a new regular hire County employee, an employee may borrow up to two standard workdays of sick leave (Regular Hire Fire Suppression employees) or five standard workdays (40 hour employees). Such sick leave borrowed shall be subtracted from future accumulations as provided above until accumulation equals sick leave borrowed.

7.4.2 Bereavement

Leave with pay up to the number of duty hours worked in the week but not to exceed 56 hours for regular hire fire suppression employees or 40 hours for all other employees shall be granted by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse or domestic partner, grandparents, sister, brother, son or daughter, son or daughter of a registered domestic partner of a regular employee, except that employees in the Fire Dispatcher classification before July 1, 2009 shall be granted by the department head leave with pay up to the number of duty hours equal to the normal duty week, but not to exceed 56 hours. Bereavement leave in case of death of other persons may be granted upon approval of the County Administrator. Bereavement leave shall be charged against accumulated sick leave.

7.4.3 Catastrophic Leave

Bargaining unit employees shall be eligible for participation in the County Catastrophic Leave Donation Program.

7.4.4 Exceptions

Sick leave, with pay, shall not be granted for illness or injury attributable to an outside occupation, for which Worker's Compensation benefits are available.

7.4.5 Retirement Service Credit

Employees may use 75% of unused accrued sick leave for retirement service credit.

7.4.6 Industrial Accidents

Safety Employees

In cases of work-related illness or injury, the employee shall receive full pay for a period not to exceed one year (2912 hours) in accordance with Labor Code, Section 4850, without charge against sick leave, provided the County determines that:

1. The accident is, in fact, work-related;
2. Time off work is warranted;
3. The duration of the time off work is warranted.

If the work-related disability continues beyond the one year (2912 hour) period, accumulated sick leave shall be applied to time off work in a proportionate amount which, when added to Worker's Compensation benefits, will provide total compensation equal to employee's regular wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner.

Compensation shall continue until the employee returns to work, all accruals are exhausted, or it is medically determined that there is a permanent disability which precludes return to regular duties, whichever occurs first.

Miscellaneous Employees

In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge, against sick leave, during the first week off work, or any portion thereof, following an industrial accident provided that the County determines:

That time off work is warranted for the injury or for treatment; and

That the duration of time off is warranted.

If a claim is denied and the following conditions are met 1) the County continues to determine the time and duration from work are warranted and 2) the employee has received the first week coverage, then a leave adjustment will be completed so that the week is charged against the employee's sick or other leave.

In all other cases, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to worker's compensation benefits, provides compensation equal to the employee's wages. Upon exhaustion of accumulated sick leave, other accrued leave balances may be used in the same manner.

Safety and Miscellaneous Employees

In accordance with Labor Code section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-designated physician, except that after 30 days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area. On or after January 1, 2005, upon completion of the employer created "Medical Provider Network", this provision will be altered to reflect the provisions of the new law.

However, if the employee has notified his or her employer in writing (Employee's Designation of Personal Physician) prior to the date of injury that he or she has a personal physician (as defined by the Business & Professional Code 2000) who retains the employee's medical records and medical history and has agreed in advance* to be the predesignated physician, the employee shall have the right to be treated by that physician from the date of injury. The employer shall continue to have the duty to provide first aid treatment and appropriate emergency treatment reasonably required by the nature of the injury or illness (LC 9780.2).

*The predesignated physician shall submit a signed form attesting to his/her agreement to be this individual's treating physician in the event of a Workers' Compensation injury or illness and that he/she will adhere to the rules and regulations governing treating physicians pursuant to LC 9785. This form will be attached to the predesignation form on file with the employer.

In the event an employee receives a burn in the performance of duty, the employee will be transported directly as soon as is reasonably possible to the nearest regional burn center for treatment upon either the employee's request or the order of the senior officer present.

7.5 HEALTH AND SAFETY

County shall comply with all applicable Federal, State, and County safety regulations, and shall furnish to employees, as needed, all safety equipment required therein or necessary for the safety of employees.

7.6 EQUIPMENT PROVIDED

County shall provide all equipment it deems essential to complete assigned duties. County shall provide safety equipment essential for the completion of assigned duties. List of equipment is available upon request.

7.7 UNIFORMS

7.7.1 County shall, at the end of each calendar quarter, pay \$200.00 as a uniform and safety boot allowance to each officer employed, on the date of payment, who is required to wear a uniform during regular duty hours, and who is one of the following classes:

Fire Captain
Fire Crew Superintendent
Senior Fire Captain
Fire Dispatcher

Fire Engineer
Fire Fighter
Fire Engineer/Paramedic
Fire Fighter/Paramedic
Fire Heavy Equipment Operator
Fire Inspector

7.7.2 Seasonal Firefighters and Fire Dispatch Assistants shall be entitled to an annual uniform allowance of \$400 payable in the first pay period in July.

7.7.3 Effective September 22, 2019, the Department will provide four (4) pairs of single layer pants to all safety sensitive fire line employees identified in Section 7.7.1 and 7.7.2, above. Replacement pants will be per Department policy.

7.8 SPECIFIED WAGE ADJUSTMENTS

Upon approval of any specified wage adjustments described herein, such assignments and/or related compensation shall only become effective on the first day of represented employees' work period and end on the last day of represented employees' work period.

7.8.1 Temporary Promotions

In cases of prolonged absence from duty, vacancy of approved position, or other emergencies, the Fire Chief, with the approval of the Director of Human Resources or designee, may in writing, temporarily promote a Regular Hire employee when such employee is regularly required to substantially perform the full duties of a budgeted position with a higher classification for a period in excess of seven (7) shifts. In such cases, the employee shall be paid for all hours in paid status at the rate on the salary range of the higher classification that is closest to, but not less than five percent (5%) above his or her base hourly rate in the classification in which he/she holds regular status at the time he/she is temporarily promoted. All increases shall be rounded to the nearest whole percentage using regular rounding rules. An employee in a temporary promotion may receive more than the top step of their higher classification into which the employee is temporarily promoted if the top step of the classification of the temporary promotion pay would result in a less than 5%. An employee's eligibility for overtime and leave accrual shall be pursuant to his/her regular classification.

An employee must meet the minimum qualifications for the job class to which he/she is being temporarily promoted and must have completed the first six (6) months of his or her initial probationary period with the County. The selection decision rests with the appointing authority.

The request for temporary promotion must be submitted to Human Resources by the appointing authority in writing and should include the justification for the temporary promotion along with the required documentation. Temporary promotions shall not exceed one (1) year. In the event of unusual circumstances, the appointing authority may request an extension from the Director of Human Resources. Beyond the first year of a temporary promotion, extensions may only be granted in up to six (6) month intervals. The temporary promotion will be reassessed for justification at each extension request.

The granting and/or discontinuance of a temporary promotion shall not be subject to the grievance procedure.

7.8.2 Temporary Special Assignment Pay

Temporary special assignment is defined as a practice where, as directed by an appointing authority, at least 25% of an employee's work time requires the performance of higher level duties outside of their regularly assigned classification that significantly changes the nature of their work.

Temporary special assignments must be a minimum of ten (10) working days, and shall not exceed six (6) calendar months. In the event of unusual circumstances, a department head may request an extension from the Director of Human Resources. Temporary special assignments will be effective no earlier than the start of the pay period in which the application was received.

An employee shall be paid an additional five percent (5%) of his or her present salary on hours worked. Temporary special assignment pay shall not be provided in addition to temporary promotion pay.

The request for temporary special assignment pay may only be initiated by the appointing authority by submitting the request for temporary special assignment pay to Human Resources in writing. The request should include a description of the additional duties assigned that are not represented in the employee's regularly assigned classification and the expected duration of the assignment. Any conflicts concerning the application of this policy shall be decided by the County Administrator, whose decision shall be final.

The granting and/or discontinuance of temporary special assignment pay shall not be subject to the grievance procedure.

7.8.3 Captain and Senior Fire Captain Paramedic Incentive. Any Captain or Senior Fire Captain maintaining his/her paramedic qualifications shall receive a two and a half percent (2.5%) incentive pay.

7.8.4 Bilingual Pay When the Fire Chief, with the approval of the Human Resources Director, designates an assignment as requiring bilingual skills, any employee in such a designated assignment, who has first demonstrated proficiency in a language acceptable to the Fire Chief and the Human Resources Director, shall be eligible to receive a 5.0% salary differential based on their hourly rate for time spent using such skills. Upon the separation of the employee from said assignment requiring designated bilingual skills, the bilingual skills pay to the employee will be discontinued.

7.8.5 Educational Incentive. Effective July 2015, employees represented by MCFDFA who possess a California State Fire Marshal's Office Firefighter II certificate will be eligible for educational incentive of \$65 per month payable in biweekly payments of \$30.

Effective July 1, 2020, the language above will sunset and employees who possess a Firefighter II certificate and have completed at least 50% of required courses toward certification as a California State Fire Marshal's Office "Fire Officer" will be eligible for educational incentive of \$65 per month payable in bi-weekly payments of \$30. If the California State Fire Marshal's Office changes its curriculum, the parties agree to meet and confer about this benefit.

- 7.8.6 Additionally, effective July 2015, employees represented by MCFDFA who have obtained 30 or more college course units will be eligible for educational incentive of \$26 per month payable in biweekly payments of \$12.

Effective July 1, 2018, the language above will sunset and employees who possess an Associates of Science "AS" or an Associates of Arts "AA" or higher (e.g. B.A., B.S.) will be eligible for educational incentive of \$26 monthly payable in biweekly payments of \$12.

Educational incentive will not cumulatively exceed \$42 bi-weekly.

7.9 MILEAGE

- 7.9.1 In the event an employee shows up at said employee's regularly assigned station and then is ordered to move to another station with own vehicle, the employee will be reimbursed for mileage at the rate of IRS reimbursement only from the initial duty station to the second duty station assigned.

7.10 REASSIGNMENT

A vacancy in the Department shall be open to reassignment of current regular employees of the same rank or classification as the vacant position. Notice of the vacancy shall be provided by the Fire Chief via Target Solutions and any regular employee holding the stated rank or classification may submit to the Fire Chief a written request for reassignment. The notice of vacancy will be open for one (1) week for a request for reassignment. The reassignment requests shall be considered in order of seniority in rank of employees submitting requests. However, the Fire Chief shall have the discretion to fill vacancies in the manner the Fire Chief determines to be in the best interests of the efficiency and effectiveness of the department. Decision will be made within five (5) days of vacancy close date. A list of those who applied for and received the vacancy will be sent to those candidates and the Association within two days after the selection is made.

- 7.10.1 There shall be no mass reassignments. Reassignments shall occur when vacancies are created (as by promotion) or for cause (e.g. personality conflict). The issue of "cause" may be grieved to the level of the Chief, but not to arbitration.

- 7.10.2 During the term of the 2019-2022 agreement, the County may reopen the contract one time on the sole subject of station rotation if there is a recommendation to increase staffing.

7.11 LEAVES OF ABSENCE

- 7.11.1 All leaves of absence without pay shall be subject to the approval of the Fire Chief.

- 7.11.2 Employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted.
- 7.11.3 Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all of said employee's accrued vacation and compensatory time. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all of said employee's accrued sick leave, vacation, and compensatory time except that the employee may retain up to 56 hours accrued vacation time.
- 7.11.4 Personnel Management Regulations 44.18, Distress not otherwise covered, shall not apply to employees in these bargaining units.
- 7.11.5 Regular employees who are impaneled on a jury shall be deemed to be on special paid leave for the duration of their jury duty, and shall receive their regular salary. On days the court is in session and the employee is scheduled to work, he/she will not be required to return to duty to finish his/her shift. When an employee is on duty the day before a court session, a reasonable early relief will be provided. Any amount received as jury fees for such service shall be waived or returned to the County. Regular employees may retain any expense reimbursement.

The employee will provide the department with as much advance notice as possible of the jury summons and the assigned juror number.

- 7.11.6 Regular employees shall be allowed special leave, with pay, during regular working hours, to take merit system promotional examinations scheduled by the County of Marin.

7.12 PART-TIME EMPLOYEES

Regular employees working less than a full schedule shall be entitled to all benefits provided in this Contract on a reduced time or payment basis computed on the ratio of part-time compensation received to normal full-time compensation.

7.13 EXTRA-HIRE EMPLOYEES

- 7.13.1 An employee who has worked on an extra-hire basis for a full duty schedule for one (1) or more calendar months immediately preceding appointment on a regular hire basis, at that time shall be credited with vacations and sick leave accruals for the extra-hire time on the basis of actual hours worked during the most recent period of service.
- 7.13.2 An extra-hire employee who continuously occupies a position with a three-step salary range for six months shall, if thereafter appointed on a regular hire basis, be compensated at the same step until the employee completes one year (2912 hours) of service. A step increase may be granted on the first day of the pay period after completion of one year's (2912 hours) service.
- 7.13.3 Extra-hire employee designated as fire suppression personnel shall be advanced one step in the salary range the first day of the pay period following completion of

paid duty hours equivalent to one year (2912 hours or 2080 hours depending upon the employee's job class) of service.

7.13.4 An extra-hire employee converting from full-time to part-time status, with less than a 90-day break in service, shall be compensated at the same salary step, if rehired into the same classification.

7.13.5 Benefits shall apply to regular hire County employees, unless specifically stated for extra-hire employees.

ARTICLE 8 – GRIEVANCES

8.1 DEFINITION, SCOPE AND RIGHT TO FILE

8.1.1 A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with provisions of the following:

1. Collective bargaining agreement;
2. County ordinances;
3. Resolutions;
4. Rules;
5. Regulations;
6. Existing practices affecting the status or working conditions of County employees.

8.1.2 Appeals of Appointment, Disciplinary Action, Examination Appeals, Release from Probation, Complaints of Discrimination and the content of Performance Evaluations are not grievable hereunder.

8.1.3 A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or by a recognized employee organization.

8.1.4 A grievance may be filed by an employee organization when claiming a violation within its scope of representation.

8.1.5 If it is asserted that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 2 is reached. At Step 2, the County Administrator shall evaluate the assertion, and make ruling prior to hearing the grievance on the merits, if necessary.

8.2 INFORMAL GRIEVANCE

8.2.1 Within seven calendar days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department.

8.2.2 Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

8.3 FORMAL GRIEVANCE

8.3.1 If the grievant believes that the grievance has not been redressed within 14 calendar days, he/she may initiate a formal grievance within seven calendar days thereafter. A formal grievance can only be initiated by completing and filing with the Human Resources Department a form provided by the Human Resources Department for this purpose. The form shall contain:

1. Name(s) and signature(s) of grievant(s);
2. Class Title(s);
3. Department(s);
4. Mailing address(es);
5. A clear statement of the nature of the grievance (citing applicable ordinance, rules or regulations, or contract language), statement must specify what provision(s) have been violated and how such violation(s) occurred;
6. The date upon which the event giving rise to the alleged grievance occurred;
7. The date upon which the informal discussion with the supervisor took place;
8. A proposed solution to the grievance;
9. The date of execution of the grievance form;
10. The signature of the grievant;
11. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

8.3.2 In cases of alleged irreparable injury, the Association (only) may invoke "immediate arbitration." The purpose of this provision is to have a determination by the arbitrator of the propriety or impropriety of the intended action before the action/omission occurs. The parties shall, by mutual agreement, or "striking", choose an arbitrator within five workdays of the grievance reaching level 3, or use the usual "striking" procedure and timelines if the action is stayed pending a decision.

There shall be oral argument after the evidence is submitted. Post hearing briefs may be submitted by mutual agreement. Pre-hearing briefs may be submitted at the option of either party.

8.3.3 Step 1

Within three calendar weeks after a formal grievance is filed, the department head shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

8.3.4 Step 2

8.3.4.1 If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than seven calendar days from his/her receipt of the Department Head's or Affirmative Action Officer's decision, request consideration of the grievance by the County Administrator, by so notifying the Human Resources Department in writing.

8.3.4.2 Within fourteen calendar days after such notification, the County Administrator will begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent he or she deems necessary, and render a decision in writing within fourteen calendar days of the conclusion of the hearing or fact finding.

8.3.4.3 If the written decision of the Administrator resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County, subject to ratification by the Board of Supervisors, if the decision requires an unbudgeted expenditure.

8.3.4.4 The Administrator shall advise the grievant, in writing, of the decision and the alternatives under Step 3; should the grievant choose to proceed further.

8.3.5 Step 3

8.3.5.1 A final consideration of the grievance to Step 3 may be filed, in writing, with the Human Resources Department not more than seven calendar days from his/her receipt of the County Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

8.3.5.2 Alternative A. The grievance shall be determined by the Personnel Commission. The decision of the Commission shall be made in writing within sixty calendar days after the filing of the appeal at Step 3; and shall be final and binding on all parties, subject to ratification by the Board of Supervisors, if the decision requires an unbudgeted expenditure.

8.3.5.3 Alternative B. The grievance will be determined by an arbitrator selected by mutual agreement between the County and the grievant, provided that:

- (a) The County and the grievant agree on the issues to be arbitrated,
or
- (b) The grievance pertains to the specific terms of any existing collective bargaining agreement:

The decision of the arbitrator will be final and binding on all parties, subject to ratification by the Board of Supervisors, if the decision requires an unbudgeted expenditure.

Both parties shall endeavor to submit the grievance to the arbitrator within 60 calendar days after filing of the appeal to Step 3.

Prior to a hearing before the Personnel Commission or an arbitrator, the parties will participate in a mandatory settlement conference in an attempt to resolve the grievance. All discussions in the settlement conference are confidential and may not be used in any subsequent hearing/arbitration or dispute resolution process.

Limitation in Decision of Personnel Commission or Arbitrator (Hearing Officer(s)):

The Hearing Officer(s) will neither add to, detract from, nor modify the language of the collective bargaining agreement or of departmental rules and regulations in considering any issue properly before them.

8.4 GENERAL CONDITIONS

- 8.4.1 The Human Resources Department shall act as a central repository for all grievance records.
- 8.4.2 Any time limit may be extended only by mutual agreement in writing.
- 8.4.3 Grievant's signature is required at each step of the grievance procedure.
- 8.4.4 An aggrieved employee may be represented by any person or organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.
- 8.4.5 A copy of the grievance will be provided to the department head at each step of the grievance procedure.
- 8.4.6 Grievances may be amended only by mutual agreement in writing.
- 8.4.7 All expenses of arbitration shall be shared equally by the County and the grievant.
- 8.4.8 Failure on the part of the County or the grievant to appear in any case before the Personnel Commission, or an arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration or the Personnel Commission.
- 8.4.9 Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any time prior to submission of the final appeal under Step 3 of the grievance procedure.

ARTICLE 9 – REDUCTION IN FORCE

A Reduction in Force is governed by PMR's 48.2 and 36.1.

ARTICLE 10 – STRIKE AND LOCKOUTS

During the term of this agreement, County agrees that it will not lock out employees, and agrees that it will not agree to encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement; recognizing, with County, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

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

All Disciplinary Actions arising under this agreement shall be resolved in accordance with the Personnel Management Regulations adopted by the Board of Supervisors.

ARTICLE 11 – NOTICE OF TERMINATION

No regular permanent employee shall be discharged for incompetence or inefficiency, without receiving fourteen (14) calendar days prior written notice of termination.

ARTICLE 12 – SEVERABILITY

If any section or subsection of this agreement should be held invalid, by operation of law, or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any section or subsection would be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 13 – PARAMEDIC TRANSFER

Personnel hired into the class of Firefighter/Paramedic will advance to the class of Fire Engineer/Paramedic in accordance with promotional procedures. Personnel are expected to function a minimum of five (5) years in the Paramedic classification. After fulfilling this requirement, personnel may request a change in assignment to the classification of Fire Engineer.

1. Requests must be made in writing to the Fire Chief.
2. A vacancy in the Fire Engineer class must exist.
3. The Fire Chief shall evaluate the requests using such criteria as seniority, evaluations, job performance, the ability to fill paramedic positions, etc. The Chief shall have the sole discretion; however, decisions shall not be arbitrary or capricious.
4. Only the Association may file or process a grievance concerning the application or interpretation of this section.

For the purpose of this section, movement from “Firefighter/Paramedic ” to “Firefighter” or from “Fire Engineer/Paramedic” to “Fire Engineer” shall be considered a lateral movement rather than a movement from a higher “classification” for purposes of computing seniority with regard to reduction in force, layoffs, and involuntary demotion. In a layoff/reduction in force situation, an ex-paramedic who transferred laterally (as defined in this section) can retreat (or lateral) back to the paramedic classification from which he/she transferred; provided, however, that the paramedic who wants to lateral back is currently certified. If the ex-paramedic is not certified, he/she shall be subject to the application of the RIF policy using only the seniority in the new classification as described above. Once the paramedic transfers back, his/her classification seniority shall be applied to any layoff/reduction in force in the paramedic classification to which he/she returned. Seniority in the classification of “Firefighter ” or “Fire Engineer” to which the paramedic has transferred to and back from, shall not count as seniority in a “higher classification” in computing seniority in the paramedic classification.

ARTICLE 14 – FIRE ENGINEER PROMOTIONAL

The standards and testing procedures by which a Firefighter or Firefighter/Paramedic are to move to a FAE or FAEP classification shall be approved by the Fire Chief. Courses of instruction and examinations shall occur in sufficient frequency that any Firefighter or Firefighter/Paramedic shall have a reasonable opportunity to obtain certification, which is required to meet the minimum qualifications for Fire Engineer within the first one year during which the employee is a Firefighter or Firefighter/Paramedic. A Firefighter or a Firefighter/Paramedic may be temporarily assigned to act as a Fire Engineer if they have successfully passed the Fire Engineer's certification exam for supervised operations and completed the requirements for C1CCS for non-supervised operations. Promotional opportunities for Firefighter or Firefighter/Paramedic to a FAE or FAEP will be provided in compliance with Marin County's Personnel Management Regulation 30.

ARTICLE 15 – DRUG AND ALCOHOL SCREENING

In addition to the drug and alcohol testing procedures described in the County's Personnel Management Regulations No. 20, all employees will be subject to random and post-accident drug and alcohol screening.

ARTICLE 16 – WAIVER CLAUSE

The parties acknowledge that, for the life of this agreement, each voluntarily and unqualifiedly waives the right; and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter pertaining to or covered by this agreement, notwithstanding any other provisions of law to the contrary. Nothing in this section shall restrict the County's right to make changes to the County Personnel Management Regulations in accordance with any applicable requirements of the law.

ARTICLE 17 – TERMINATION DATE

This agreement shall be in effect from September 22, 2019 through June 30, 2022.

Negotiations, on the changes or amendments desired, shall begin as soon as possible following receipt of a request to bargain about a successor agreement. Every effort shall be made to complete such negotiations prior to the end of the contract term.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute the within agreement this 17th day of June 2020.

FIREFIGHTERS' ASSOCIATION
NEGOTIATING COMMITTEE

COUNTY OF MARIN
NEGOTIATING COMMITTEE

[original signed]

[original signed]

RATIFIED:

APPROVED:

FIREFIGHTERS' ASSOCIATION

BOARD OF SUPERVISORS
THE COUNTY OF MARIN

[original signed]

ATTEST

[original signed]

ATTEST

SIDELETTER OF AGREEMENT

**MARIN COUNTY AND THE MARIN COUNTY FIRE
DEPARTMENT FIREFIGHTERS' ASSOCIATION**

Retiree Medical Benefits

The parties agree to re-open to discuss only retiree medical benefits if the County negotiates an increased retiree medical benefit calculation with another represented or unrepresented bargaining unit during the terms of this agreement.

SIDELETTER OF AGREEMENT

MARIN COUNTY AND THE MARIN COUNTY FIRE DEPARTMENT FIREFIGHTERS' ASSOCIATION

PMR Revisions

The County is updating its Personnel Management Regulations. The County agrees to meet and confer on any mandatory subjects of bargaining. While we will provide the Association with all of the proposed changes for the purposes of seeking input on the clarity of the document, the County does not consent to bargain non-mandatory subjects.

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

SIDELETTER OF AGREEMENT

**MARIN COUNTY AND THE MARIN COUNTY FIRE
DEPARTMENT FIREFIGHTERS' ASSOCIATION**

Fire Dispatch

The County shall provide a minimum of at least one year of notice to the Association if a decision is made to transfer fire dispatch services. This agreement does not preclude the County from providing training and cross-training to Fire Dispatchers following such notification but prior to the transfer of the services. This Side Letter shall expire upon the termination of this MOU.

SIDELETTER OF AGREEMENT

**MARIN COUNTY AND THE MARIN COUNTY FIRE
DEPARTMENT FIREFIGHTERS' ASSOCIATION**

Comparator Agencies

The parties agree to meet approximately one year before the expiration of the 2019-2022 MOU to discuss the comparator agencies that will be used for the subsequent successor agreement.

SIDE LETTER OF AGREEMENT

**MARIN COUNTY AND THE MARIN COUNTY FIRE
DEPARTMENT FIREFIGHTERS' ASSOCIATION**

Reopener on Affordable Care Act (ACA)

The parties agree to a re-opener on the ACA during the term of the Collective Bargaining Agreements if any of the health plans now provided to employees or retirees will be subject to the excise tax. The purpose of the re-opener will be to address, among other things, implementing new plans or changes in plan design that would help the County and employees avoid the excise tax or penalty related to plan design. The intent is not to increase the County contribution to offset the excise tax for employees.

The parties also agree that if the level of benefits the ACA mandates be provided to temporary employees and part-time (less than half-time) employees or if the number of hours an employee must work to be eligible for benefits under the ACA changes, the union or the County may re-open the contract on this subject.

SIDE LETTER OF AGREEMENT

**MARIN COUNTY AND THE MARIN COUNTY FIRE
DEPARTMENT FIREFIGHTERS' ASSOCIATION**

Reopener on Administrative Technologies of Marin (ATOM)

During the term of the 2019-2022 agreement, the County may re-open the agreement to meet and confer on the decision and/or impacts of the modifications that are required in order for the County to implement a new Enterprise Resource Planning system.

During this reopener, the parties shall meet and confer regarding when holidays are payable.