

COLLECTIVE BARGAINING AGREEMENT

January 25, 2011 - June 30, 2014

THE COUNTY OF MARIN

AND

**MARIN COUNTY FIRE DEPARTMENT
FIREFIGHTERS' ASSOCIATION**

TABLE OF CONTENTS

ARTICLE 1 – INTRODUCTION	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 – EXISTING LAWS, REGULATIONS AND POLICIES.....	3
ARTICLE 4 – ADMINISTRATION.....	3
ARTICLE 5 – SALARIES	4
ARTICLE 6 – HOURS OF WORK	4
ARTICLE 7 – PERQUISITES	7
7.1. VACATION	7
7.2. HOLIDAYS.....	12
7.3. INSURANCE AND RETIREMENT CONTRIBUTIONS	14
7.4. SICK LEAVE.....	18
7.5. HEALTH AND SAFETY	21
7.6. EQUIPMENT PROVIDED.....	21
7.7. UNIFORMS.....	21
7.8. SPECIFIED WAGE ADJUSTMENTS	22
7.9. MILEAGE.....	22
7.10. REASSIGNMENT	23
7.11. LEAVES OF ABSENCE.....	23
7.12. PART-TIME EMPLOYEES	24
7.13. EXTRA-HIRE EMPLOYEES.....	24
ARTICLE 8 – GRIEVANCES	25
8.1. DEFINITION, SCOPE AND RIGHT TO FILE.....	25
8.2. INFORMAL GRIEVANCE	25
8.3. FORMAL GRIEVANCE.....	26
8.4. GENERAL CONDITIONS	28
ARTICLE 9 – REDUCTION IN FORCE	29
ARTICLE 10 – STRIKE AND LOCKOUTS	29
ARTICLE 11 – NOTICE OF TERMINATION	29
ARTICLE 12 – SEVERABILITY	29
ARTICLE 13 – POLICIES AND PROCEDURES	30
ARTICLE 14 – PARAMEDIC TRANSFER.....	30

ARTICLE 15 – FIRE ENGINEER PROMOTIONAL31
ARTICLE 16 – WAIVER CLAUSE31
ARTICLE 17 – TERMINATION DATE31
ATTACHMENTS: SIDELETTERS OF AGREEMENT.....33

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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

Senior Fire Captain
Fire Marshal
Fire Captain
Fire Captain Specialist
Fire Emergency Medical Services Officer
Fire Training Officer
Forester

NON-SUPERVISORY

Fire Fighter I/II
Fire Engineer
Fire Engineer/Paramedic
Fire Fighter Paramedic I/II
Fire Heavy Equipment Operator
Fire Dispatcher

SEASONAL

Firefighter – Seasonal I/II

- 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. Whenever a person is hired in any of the job classifications in these bargaining units, County shall notify such person that Association is the recognized bargaining representative for employees in that classification. Both County and Association agree to keep duplicate-originals of this agreement on file in a readily accessible location, available for inspection by any County employee, or member of the public, upon request.
- 2.4. County agrees, upon written consent of the employees involved, to deduct dues, as established by Association, from the salaries of its members. The sums so withheld shall be remitted by County, without delay, along with a list of employees who have had said dues deducted. Should any employee within the units with the support of Association engage in any strike, slowdown, or other work stoppage during the term of this agreement, County may cease said dues deductions immediately.
- 2.5. 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.
- 2.6. 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).

- 2.7. In connection with contract negotiations, 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.
- 2.8. County shall provide Association with five (5) 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.
- 2.9. Upon request of the Association, the county shall provide Association with a copy of a personnel listing which contains the names of all employees in the bargaining units, their classifications, and their rates of pay.

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 first pay period of July 2013 the rate of pay for all classes and employees shall be increased by two percent (2%) to four percent (4%) based on the April 2012 to April 2013 SF-Oakland-San Jose CPI-U.

If any represented or unrepresented bargaining unit receives a cost of living adjustment prior to June 30, 2013, the Association will have the right to re-open this contract to discuss equivalent cost of living adjustments.

This re-opener shall not apply to equity adjustments or individual salary increases such as merit step increases, temporary promotions, or reclassifications.

ARTICLE 6 – HOURS OF WORK

6.1. WORKPERIOD AND DUTY DAY

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 employees¹ 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 (a copy, which is attached hereto).

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., except that the Fire Marshal, Fire Training Officer, Forester, Fire Captain Specialist and Fire Emergency Medical Services Officer shall have a duty day of 8 hours.

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).

¹ “40-hour employees” are those in the following classifications: Fire Marshal, Fire Training Officer, Forester, Fire Captain Specialist, Fire Emergency Medical Services Officer and Fire Dispatcher.

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 Marshal, Fire Training Officer, Forester, Fire Captain Specialist, and Fire Emergency Medical Services Officer shall have a forty (40) hour duty week. Hours of work for Firefighter Seasonal shall be based on a 40-hour week.

6.3. Seven days prior to the first of each calendar month, the schedule for that month shall be posted in a prominent place at the regular place of reporting for work of the employees concerned. Except in cases deemed to be an emergency by the Department head involved, each employee affected will receive written notice thirty (30) days in advance if possible but no less than fourteen (14) days prior to the effective date of a change in work schedule.

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

6.5. OVERTIME, COMPENSATORY TIME CALLBACK

6.5.1. Administration

6.5.1.1. 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.

6.5.1.2. Overtime and compensatory time shall be compensated to the nearest quarter 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.

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

6.5.1.4. 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.

6.5.1.5. Overtime payment shall be based on time records maintained, as may be required by County and shall be open to review by the Association. A copy of said record shall be sent to each employee each month.

6.5.1.6. 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. After thirty minutes, the Department will utilize the card system to determine which individual will be hired to fill the vacancy.

6.5.1.7. 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.

6.5.2. Computation for regular hire fire suppression employees

6.5.2.1. **Overtime** is time worked on duty beyond 182 hours within the 24-day work period.

6.5.2.2. 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.

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

6.5.3. Computation for 40 hour employees except for Fire Dispatchers

6.5.3.1. Overtime is time worked on duty beyond the eight (8) hour duty day; or the forty (40) duty week, whichever is longer.

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

6.5.4. Computation for Fire Dispatchers

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

6.5.4.2. 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.

ARTICLE 7 – PERQUISITES

7.1. VACATION

7.1.1. Each regular employee shall be entitled to earn vacation credit on the basis of hours 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.*

	<u>Regular Hire Fire Suppression Employees</u>
Up to 5824 hours	.0385
5825 – 11648 hours	.0467
11649 – 26208 hours	.0577
26209 – 55328 hours	.0770
55329 hours or more	.0962
	<u>40 hour Employees</u>
Up to 4160 hours	.0385
4161 – 8320 hours	.0467
8321 – 18720 hours	.0577
18721 – 39520 hours	.0770
39521 hours or more	.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, except that Fire Dispatcher's preference shall be based upon seniority within the primary relief dispatcher's job assignment.

"Job assignment" is defined as either Fire Suppression, Medical or Administrative or Fire Dispatcher. For the purposes of this section, all the Firefighter I/II'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 I/II
Firefighter Paramedic I/II
Fire Engineer Paramedic

ADMINISTRATIVE

Fire Captain Specialist
Fire Training Officer
Fire Emergency Medical Services Officer
Fire Marshal
Forester

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 12 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 Red Letter Training Days

Red Letter Training Days will be utilized by the Fire Department for Training purposes. These are days on which the Fire Department will conduct training for the on-duty shift, and will be unavailable as individual vacation days. Once the vacation bidding has been completed and prior to the opening of Individual Remaining Vacation Days, the Department will identify Red Letter Training Days.

Red Letter Training Day criteria:

- Four (4) Red Letter Training Days per shift per year
- Red Letter Training Days will be identified and posted
- Trades will be allowed even on Red Letter Training Days.

7.1.5. 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.

7.1.6. 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; except that no payment will be made to an employee who has been employed less than six (6) consecutive months.

7.1.7. Trade Policy

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

7.1.7.1. 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.

7.1.7.2. All trades, no matter what length, require a Variance of Work Schedule form that must be filled out and approved by the shift Battalion Chief prior to the trade date. Emergency trades must be approved by shift Battalion Chief.

7.1.7.3. Reliever assumes full responsibility for shift traded.

7.1.7.4. Unless emergency arises, a Variance of Work Schedule form 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.

7.1.7.4 a. 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.

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

7.1.7.6. 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.

7.1.7.7. 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. Holidays will be paid at the rate of one duty day's pay at a straight time rate in addition to the basic monthly pay for each day listed in Subsection 7.2.1.1 above, payable twice each year.

7.2.3.2. An employee is eligible for holiday compensation, if the employee is in pay 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 holidays which occur between July 1 and November 30 shall be made no later than December 5. Payment for holidays which occur between December 1 and June 30, including up to one duty day of unused floating holiday hours, shall be made no later than June 30.

7.2.3.4. Payment of holiday pay shall be made by separate check.

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. **Fire Dispatchers hired before July 1, 2009** will be compensated for one duty day's pay (i.e., 24 hours) at the straight time rate of pay for each holiday worked in addition to the basic monthly pay for each day listed in Subsection 7.2.1.1 above and shall be payable twice each year.

7.2.4.3.2. **Fire Dispatchers hired before July 1, 2009** are eligible for holiday compensation, if the employee is in pay 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 holidays which occur between July 1 and November 30 shall be made no later than December 5. Payment for holidays which occur between December 1 and June 30, including up to one duty day of unused floating holiday hours, shall be made no later than June 30.

7.2.4.3.4.

For Fire Dispatchers hired before July 1, 2009, payment of holiday pay shall be made by separate check.

7.3. INSURANCE AND RETIREMENT CONTRIBUTIONS

7.3.1. The County contribution shall be:

- Effective December 13, 2009, the biweekly fringe benefit package will increase to the following amounts:
- Miscellaneous Employees \$411.23 plus 2 percent of biweekly salary
- Safety Employees \$443.96 plus three percent of biweekly salary

The parties shall re-open this article to discuss the County's bi-weekly fringe contribution to be effective the second pay period in December 2011, December 2012, and December 2013. It is not the County's intent to reduce the bi-weekly fringe contribution for employees participating in the County medical plans.

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 pay up to 50% of the employee's cost of retirement plus will receive up to an additional \$100 biweekly after mandatory and optional insurances are deducted.

Effective upon implementation of the new fringe formulae, any employee whose fringe benefit package amount under the new formula is less than their prior fringe benefit package amount will have the prior fringe benefit package amount frozen.

7.3.1.1. The Vision Service Plan is mandatory for eligible employees and optional for dependents.

7.3.1.2. Bargaining unit employees are eligible for participation in the Dependent Care Assistance Program, the Medical Reimbursement Account Program and Long Term Care Program.

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

7.3.1.4. The County shall give payroll deduction rights (i.e., a separate "bucket") for long term disability insurance private coverage for bargaining unit members. The implementation of this provision shall occur only as soon as the payroll system is changed to accommodate the deduction.

7.3.1.5. 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.

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

7.3.1.7. The County and the Association agree to reopen negotiations to comply with the provisions of Internal Revenue Service Section 89.

7.3.1.8. 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.

7.3.2. 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 remaining amount will go towards up to 50% of the employee's normal retirement contribution, pursuant to Section 31639.85 of the California Government Code.

7.3.3. 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).

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

7.3.5. Should Congress pass legislation enacting health care reform, the provisions of this contract effecting medical benefits shall be reopened for meet and confer.

7.3.6. Each party reserves the right to request, during the term of the agreement, of the other that it meet and confer in good faith on the possibility of adding new, additional "tiers" to the retirement plan. Failing any agreement thereon, there shall be no change in the existing plans.

7.3.7 Quarterly Medical Reimbursement

The County will contribute the annual amounts described below (in bi-weekly payments) in accordance with the following implementation procedures:

- Allowance for each employee will not exceed actual out-of-pocket costs up to the cap set for each level.

- Payments will be Bi-weekly for current employees.
- Eligibility will be evaluated each pay period that the BMP is paid.

The following annual fringe-benefits payments shall be made to offset out-of-pocket medical insurance costs. This annual amount will be paid in 26 equal bi-weekly payments.

Miscellaneous employees:

For each full-time (1.0 FTE) regular hire employee whose annual salary is \$34,999 or less and has insurance coverage of employee plus one, an annual allowance of up to **\$1250** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is \$34,999 or less and has insurance coverage of employee plus two or more, an annual allowance of up to **\$3250** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$35,000 and \$44,999 and has insurance coverage of employee plus one, an annual allowance of up to **\$1000** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$35,000 and \$44,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$2750** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$45,000 and \$64,999 and has insurance coverage of employee plus one, an annual allowance of up to **\$750** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$45,000 and \$64,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$2500** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$65,000 and \$84,999 and has insurance coverage of employee plus one, an annual allowance of up to **\$250** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$65,000 and \$84,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$2250** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$85,000 and \$104,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$1750** will be provided;

Part-time benefits eligible employees will be provided allowances as described above but on a pro-rata basis.

Safety employees:

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$45,000 and \$64,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$600** will be provided;

For each full-time (1.0 FTE) regular hire employee whose annual salary is between \$65,000 and \$84,999 and has insurance coverage of employee plus two or more, an annual allowance of up to **\$100** will be provided;

Part-time benefits eligible employees will be provided allowances as described above but on a pro-rata basis.

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 PMR 44.1 H, I and J.

7.4.1.4. "Sick call" must be made by 2100 hrs the day prior to the shift, any calls after 2100 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.

7.7. UNIFORMS

County shall, at the end of each calendar quarter, pay \$200.00 on a separate pay warrant 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 Marshal
Fire Captain
Fire Captain Specialist

Forester
Senior Fire Captain
Fire Emergency Medical Services Officer
Fire Training Officer
Fire Engineer
Fire Fighter I/II
Fire Engineer/Paramedic
Fire Fighter/Paramedic I/II
Fire Heavy Equipment Operator
Fire Dispatcher

7.8. SPECIFIED WAGE ADJUSTMENTS

7.8.1. Temporary Promotions

In cases of prolonged absence from duty or other emergencies, the Fire Chief, with the consent of the Director of Human Resources, may in writing, temporarily promote an employee when such employee is regularly required to perform the duties of a job with a higher classification for a period in excess of seven (7) shifts. In such cases, the employee shall be paid an additional 5% of said employee's present salary; or the first step of the salary range fixed for the job to which the employee is to receive a temporary promotion, whichever is higher, but not to exceed 15%.

7.8.2. 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.

7.8.3 Bilingual Pay

When the Fire Chief, with the approval of the Human Resources Director, designates an assignment as requiring bilingual skills at least fifty percent (50%) of the employee's work time, 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 2.5% 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.

7.9. 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 in person or by telephone or electronic communication (pager, text message or e-mail) to each employee in the stated rank or classification; and within a reasonable period, of time but not longer than 48 hours any regular employee holding the stated rank or classification may submit to the Fire Chief a written 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. 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.

7.11. 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.

7.13.6. Seasonal firefighter time will count towards vacation and station bids, effective July 1, 2004 and for future time only, calculated on an hourly basis.

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 – POLICIES AND PROCEDURES

13.1. Smoking Policy

The Parties agree to meet and confer on the Non-Tobacco Use Policy.

13.2 The Parties agree to adopt the revised Discrimination Complaint procedure set forth in the Personnel Management Regulation 21.

ARTICLE 14 – PARAMEDIC TRANSFER

Personnel hired into the class of Firefighter/Paramedic I 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 I/II" to "Firefighter/II" 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 I" 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 15 – FIRE ENGINEER PROMOTIONAL

The standards and testing procedures by which a Firefighter II or Firefighter/Paramedic II are to move to a FE or FEP classification shall be determined by the Training and Education Committee and approved by the Fire Chief. Courses of instruction and examinations shall occur in sufficient frequency that any Firefighter II or Firefighter/Paramedic II 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 II or Firefighter/Paramedic II. A Firefighter II or a Firefighter/Paramedic II 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 CICCS for non-supervised operations. Promotional opportunities for Firefighter II or Firefighter/Paramedic II to a FE or FEP will be provided in compliance with Marin County's Personnel Management Regulation 30.

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 through June 30, 2014. It shall continue in effect thereafter from year to year unless either party gives 120 days written notice prior to June 30, 2011 or any yearly anniversary date thereafter to terminate or modify this agreement. Notwithstanding any of the above, continuation of this agreement after June 30, 2014, may be voided by operation of Personnel Management Regulation 4.


Negotiations, on the changes or amendments desired, shall begin as soon as possible following receipt of the notice. 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 25th day of January, 2011.

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION
NEGOTIATING COMMITTEE

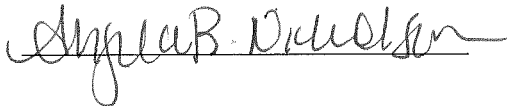
RATIFIED:

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION

By: 


ATTEST:

COUNTY OF MARIN
NEGOTIATING COMMITTEE



RATIFIED:

BOARD OF SUPERVISORS OF
THE COUNTY OF MARIN

By: 
Susan L. Adams
President, Board of Supervisors

ATTEST:




SIDELETTER OF AGREEMENT
MARIN COUNTY AND THE MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION

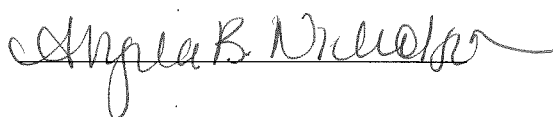
Sideletter on Retiree Medical Benefits

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.

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION
NEGOTIATING COMMITTEE

COUNTY OF MARIN
NEGOTIATING COMMITTEE





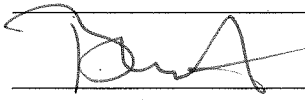
**SIDELETTER OF AGREEMENT
MARIN COUNTY AND THE MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION**

Sideletter on Salary Survey Jurisdictions

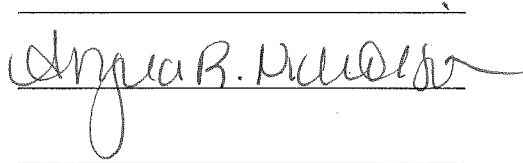
The parties agree that they will meet to discuss salary survey jurisdictions beginning no later than February, 2011. The goal of these meetings is reaching mutual agreement on the appropriate market to consider when reviewing market equity issues. There shall be at least two meetings but additional meetings may be scheduled by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute the within agreement this 25th day of January, 2011.

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION
NEGOTIATING COMMITTEE



COUNTY OF MARIN
NEGOTIATING COMMITTEE



**SIDELETTER OF AGREEMENT
MARIN COUNTY AND THE MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION**

Sideletter on PMR Revisions

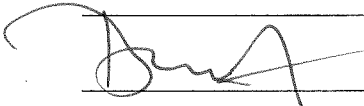
The County is updating its Personnel Management Regulations. The County agrees to meet and confer on any mandatory subjects of bargaining. While we will provide the Association with all of the proposed changes for the purposes of seeking input on the clarity of the document, the County does not consent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

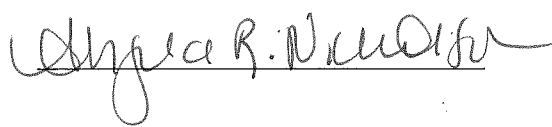
In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. This process shall begin in the spring of 2011. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute the within agreement this 25th day of January, 2011.

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION
NEGOTIATING COMMITTEE

COUNTY OF MARIN
NEGOTIATING COMMITTEE





**SIDELETTER OF AGREEMENT
MARIN COUNTY AND THE MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION**

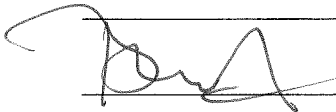
Sideletter on Tier 4 Retirement

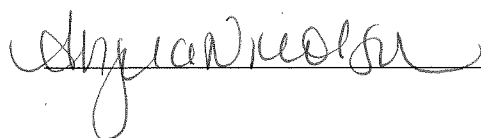
For any employee hired into a miscellaneous, non-safety job classification on or after January 1, 2011, the employee shall be placed in Retirement Tier 4. The Retirement Tier 4 formula shall be 2% at 61 ¼ as stated in Cal Gov Code 31676.1

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute the within agreement this 25th day of January, 2011.

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION
NEGOTIATING COMMITTEE

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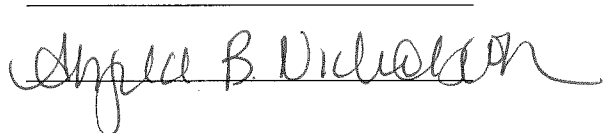
Sideletter on Fire Dispatch

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 to the Marin County Sheriff's Office. 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.

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION
NEGOTIATING COMMITTEE



COUNTY OF MARIN
NEGOTIATING COMMITTEE



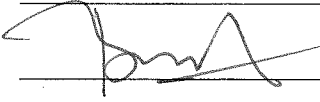
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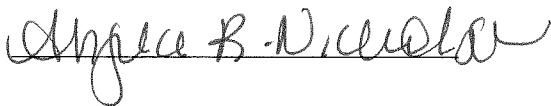
Sideletter on Uniform Requirements

The Marin County Fire Department will provide at least six months notice prior to making any change in the current daily jacket, pant or shirt uniform requirements. This Side letter shall expire upon the termination of this MOU.

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION
NEGOTIATING COMMITTEE

COUNTY OF MARIN
NEGOTIATING COMMITTEE



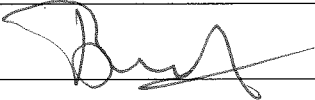


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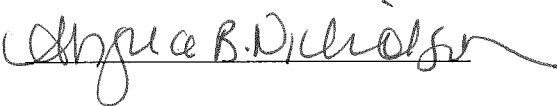
Sideletter on Retirement Tier for New Employees

The County of Marin may seek to re-open discussions with the Association regarding the appropriate retirement tier for new employees once during the term of this agreement.

COUNTY OF MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION
NEGOTIATING COMMITTEE



COUNTY OF MARIN
NEGOTIATING COMMITTEE



**SIDELETTER OF AGREEMENT
MARIN COUNTY AND THE MARIN FIRE DEPARTMENT
FIREFIGHTERS ASSOCIATION**

The parties agree that for compensation purposes in future memoranda of understanding, they will use the following comparators:

- San Ramon Valley Fire Protection District
- Santa Clara County
- Alameda County
- City of Santa Rosa
- Santa Barbara County
- Contra Costa County
- Novato Fire Protection District
- City of San Rafael

The parties will continue to meet and confer regarding:

1. What compensation items will be included in the comparison;
2. Where amongst the comparators the County will "land;" and
3. Which positions (e.g., Fire Captain) will be compared.

These comparators will form the basis for the parties' negotiations for a successor agreement. It is an addendum to the parties' current MOU and is hereby incorporated therein.

For the next MOU, the parties agree to use the following comparators for the fire dispatch positions:

- San Ramon Valley Fire Protection District
- Alameda County
- Santa Barbara County
- Contra Costa County

County of Marin

By: Angela B. Nicholson
Name: Angela B. Nicholson
Title: Deputy Director
Date: 5-6-11

**Marin County Fire Department
Firefighters' Association**

By: Bul VICTRA
Name: Bul VICTRA
Title: President
Date: 5-6-11

INDEX

- Appeals, 27
- Arbitration, 25, 28, 30
- Benefits, 3, 5, 18, 20, 21, 22, 26
- Bereavement, 21
- Bidding, 11, 12
- Bilingual, 24
- Board of Supervisors, 5, 14, 29, 30, 31
- Break in service, 26
- Bulletin boards, 5
- Catastrophic Leave, 21
- Cost of living adjustment, 18
- County Administrator, 7, 18, 21, 27, 29
- Demotion, 32
- Dental, 18
- Dental, 17
- Dependent Care Assistance Program, 17
- Dependents, 17
- Disciplinary Action, 14
- discrimination, 4
- Discrimination, 27, 32
- Domestic Partner, 21
- Dues Deductions, 4
- Duty Week, 6, 7, 8, 21
- Equipment, 4, 10, 24
- Family and Medical Leave Act (FMLA), 4
- Floating Holiday, 14
- Grievances, 5, 31
- Health Care Reform, 18
- Holiday, 14, 15, 16
- Industrial, 22
- Injury, 11, 20, 21, 22, 23, 28
- Insurance, 16
- Jury Duty, 25
- Layoff, 32
- Leave of Absence, 25
- Leave Without Pay, 25
- Life Insurance, 17
- Lock Out, 31
- Long Term Disability, 17
- Mand Confer, 18, 32
- Mediation, 31
- Medical Reimbursement, 17, 18
- Medical Reimbursement Account. See
- Meet and Confer, 18
- Merit System, 26
- Mileage, 24
- Open Enrollment, 17
- Overtime, 7, 8, 12, 13, 21
- Paramedic, 4, 10, 24, 32, 33
- Performance Evaluations, 27
- Personnel Commission, 3, 29, 30
- Pregnancy, 4
- Promotion, 4, 24, 25
- Red Letter Training, 12
- Reduction in Force, 31
- Retirement, 17, 18, 21
- Salary, 16, 19, 20, 22, 24, 25, 26
- Seasonal Firefighter, 26
- Seniority, 10, 11, 25, 32
- Settlement Conference, 30
- Severability, 31
- Shifts, 6, 11, 15, 16, 21, 24
- Shop Steward, 5
- Sick Leave, 12, 20, 21, 22, 25, 26
- Slowdown, 4, 31
- Standard Workdays, 21
- State Disability Insurance, 17
- Step Increase, 26
- Termination, 12
- Thanksgiving, 14
- Trade Policy, 13
- Transfer, 32
- Uniform, 23
- Vacancy, 8, 25, 32
- Vacation, 9, 10, 11, 12, 13, 22, 25, 26
- Vision, 18
- Wages, 22
- Waiver Clause, 33
- Work Stoppage, 4, 31
- Workers' Compensation, 22