



Ross Valley Fire Department

777 San Anselmo Avenue, San Anselmo, CA 94960

AGENDAS & STAFF REPORTS ONLINE: <https://rossvalleyfire.org/about/board/board-meetings>
Email: sstettler@rossvalleyfire.org

**ROSS VALLEY FIRE DEPARTMENT
BOARD OF DIRECTORS AGENDA
Wednesday, December 11, 2024**

**San Anselmo Town Council Chambers, at 525 San Anselmo Ave. San Anselmo,
CA 94960, and via Zoom.**

<https://us06web.zoom.us/j/88099825475>

Or Telephone: +1 669 900 6833 | Webinar ID: 880 9982 5475

For callers *9 to raise your hand *6 to mute/unmute

Remote Access to Meeting Information: RVFD Board of Directors offers remote access to meetings via Zoom or through other internet or electronic access. Participation in the meeting via Zoom or other electronic access is provided as a courtesy to the public where no members of the Fire Board are attending the meeting via teleconference as defined in Government Code section 54953. When no members of the Fire Board are attending the meeting via teleconference if a technical error or outage occurs on the Zoom or electronic feed, the Fire Board may continue the meeting without waiting for Zoom or electronic access to return. Meetings are held in public at the San Anselmo Town Council Chambers, at 525 San Anselmo Ave. San Anselmo, CA 94960 unless otherwise noted in a specific agenda.

6:30 pm RVFD Board Meeting

1. **Call to order – 6:30 pm.**
2. Announce Adjournment to Closed Session:
Convene in Closed Session:
 - a) **Conference with Labor Negotiator (Government Code §54957.6)**
 - i) Agency Designated Representative: Dan Mahoney/Dave Donery
Employee Organization: Ross Valley Fire Chief Officers Association and
Ross Valley Fire Fighter Association
Regarding: Labor Negotiations
3. Announce Action in Closed Session, if any.
4. Chief Report – Verbal update by Fire Chief Mahoney

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Ross Valley Fire Department

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5. Consent Agenda: Items on the consent agenda may be removed and discussed separately. Discussion may take place at the end of the agenda. Otherwise, all items may be approved with one action.

- a) Acknowledge check register issued during November

[Item 5a – Check Register](#)

- b) Receive call report and out of jurisdiction report for November

[Item 5b – Call & Out of Jurisdiction Reports](#)

- c) Receive current budget report

[Item 5c – Budget Report](#)

- d) Approve Minutes of the November 13, 2024, Board meeting

[Item 5d – Minutes November 13, 2024](#)

- e) The Board Authorizes the Recommended Changes to the “Educational Incentive Pay” (Exhibit D), part of the Ross Valley Fire Fighters and Ross Valley Fire Chief Officers Memorandum of Understanding.

[Item 5e – Staff Report for Educational Incentive Pay](#)

[Item 5e – Attachment #1 - CalPERS Engagement Letter](#)

[Item 5e – Attachment #2 - CalPERS Audit Report](#)

[Item 5e – Attachment #3 - Signed Side Letter \(Exhibit D\)](#)

[Item 5e – Attachment #4 - 2019-2022 MOU’s](#)

[Item 5e – Attachment #5 - 2022-2025 MOU’s](#)

6. Update on Town of Ross Station 18 One-Year Delay Closure Letter – Fire Chief Mahoney

[Item 6 – Staff Report for Update Town of Ross Delay Closure Letter](#)

[Item 6 – Attachment #1 – RVPA Board Packet for November 21, 2024](#)

[Item 6 – Attachment #2 – RVPA Board Packet for December 5, 2024](#)

7. Update on Department Unassigned Reserve Account – Fire Chief Mahoney

[Item 7 – Staff Report for Unassigned Reserve Account](#)

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8. Board requests for future agenda items, questions, and comments to staff, staff miscellaneous items.
9. Open time for public expression. The public is welcome to address the Board at this time on matters, not on the agenda. However, please be advised that pursuant to Government Code Section 54954.2, the Board is not permitted to take action on any matter not on the agenda unless it determines that an emergency exists or that the need to take action arose following the posting of the agenda.
10. Adjourn

The next meeting is scheduled for Wednesday, January 10, 2025, in person at the San Anselmo Town Council Chambers, at 525 San Anselmo Ave. San Anselmo, CA 94960, and via zoom.

Samantha Stettler

s/Samantha Stettler, Administrative Assistant

This agenda was posted in accordance with #54954.2 and #54954.3 of the Government Code. Any writings or documents provided to a majority of the Board regarding any item on this agenda after the distribution of the original packet will be made available for public inspection at the public counter at the Fire Station located at 777 San Anselmo Ave., San Anselmo. AMERICAN SIGN LANGUAGE INTERPRETERS AND ASSISTIVE LISTENING DEVICES MAY BE REQUESTED BY CALLING (415) 258-4686 AT LEAST 72 HOURS IN ADVANCE. COPIES OF DOCUMENTS ARE AVAILABLE IN ACCESSIBLE FORMATS UPON REQUEST.

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Ross Valley Fire, CA

Check Report

By Check Number

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01433	AT&T Corp	11/07/2024	Regular	0.00	2,689.74	24029
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
242849568	Invoice	11/26/2024	11.26.2024 - WIRELESS - 09.11.24-10.10.2	0.00	2,689.74	
	01.14.61705.00		TELEPHONE		2,689.74	
01487	Brady Industries NorCal	11/07/2024	Regular	0.00	649.99	24030
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
9325866	Invoice	10/09/2024	10.09.2024 - JANITORIAL SUPPLIES	0.00	649.99	
	01.14.62206.00		JANITORIAL MAINTENAN		649.99	
01272	Diesel Direct West Inc	11/07/2024	Regular	0.00	1,166.57	24031
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
86167244	Invoice	10/31/2024	10.31.2024 - GASOLINE UNL - 150.1 GAL	0.00	767.48	
	01.25.62988.00		FUEL		767.48	
86167245	Invoice	10/31/2024	10.31.2024 - ULSD CLEAR - 78.2 GAL	0.00	399.09	
	01.25.62988.00		FUEL		399.09	
01017	Fairfax Lumber	11/07/2024	Regular	0.00	22.54	24032
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
289487	Invoice	11/02/2024	11.02.2024 - CABLE TIES	0.00	22.54	
	01.14.61500.21		BUILDING MAINTENANCE		22.54	
01234	Napa Auto Parts	11/07/2024	Regular	0.00	139.55	24033
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
900143	Invoice	10/31/2024	10.31.2024 - 2010 FORD EXPLORER - WIN	0.00	139.55	
	01.25.62988.00		FUEL		97.57	
	01.25.62989.00		FLEET PARTS		41.98	
01472	PACE Supply Corp.	11/07/2024	Regular	0.00	39,508.08	24034
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
019691636	Invoice	10/30/2024	10.30.2024 - FIRE HYDRANTS	0.00	39,508.08	
	01.10.63140.00		HYDRANTS		39,508.08	
01509	Vestis Group, Inc. (f/k/a ARAMARK UNIFORM &	11/07/2024	Regular	0.00	122.64	24035
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5080524431	Invoice	11/04/2024	11.04.2024 - LAUNDRY SERVICES	0.00	40.88	
	01.14.62206.00		JANITORIAL MAINTENAN		40.88	
5080524432	Invoice	11/04/2024	11.04.2024 - LAUNDRY SERVICES	0.00	40.88	
	01.14.62206.00		JANITORIAL MAINTENAN		40.88	
5080525330	Invoice	11/05/2024	11.05.2024 - LAUNDRY SERVICES	0.00	40.88	
	01.14.62206.00		JANITORIAL MAINTENAN		40.88	
01209	Air Exchange Inc	11/15/2024	Regular	0.00	421.13	24036

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
91613211	Invoice	10/17/2024	10.17.2024 - TRANSMITTER	0.00	421.13	
	01.14.61500.00		BUILDING MAINTENANCE		421.13	
01326	AMAZON.COM SERVICES LLC	11/15/2024	Regular	0.00	980.99	24037
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
14Q1-QVKG-D41	Invoice	11/07/2024	11.07.2024 - 60 GAL COMPRESSOR	0.00	980.99	
	01.14.61500.00		BUILDING MAINTENANCE		980.99	
01059	AT&T Mobility	11/15/2024	Regular	0.00	1,080.38	24038
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
287301083016X1	Invoice	11/02/2024	11.02.2024 - WIRELESS - 10.03.24-11.02.2	0.00	1,080.38	
	01.14.61705.00		TELEPHONE		1,080.38	
01390	Badawi & Associates	11/15/2024	Regular	0.00	1,598.50	24039
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1749	Invoice	11/12/2024	11.12.2024 - 2024 AUDIT	0.00	1,598.50	
	01.05.61103.00		AUDIT & BOOKEEPING SE		1,598.50	
01272	Diesel Direct West Inc	11/15/2024	Regular	0.00	1,577.31	24040
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
86181639	Invoice	11/07/2024	11.07.2024 - GASOLINE UNL - 150.3 GAL	0.00	776.64	
	01.25.62988.00		FUEL		776.64	
86181640	Invoice	11/07/2024	11.07.2024 - ULSD CLEAR - 155.7 GAL	0.00	800.67	
	01.25.62988.00		FUEL		800.67	
01017	Fairfax Lumber	11/15/2024	Regular	0.00	216.76	24041
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
288079	Invoice	09/28/2024	09.28.2024 - LUMBER	0.00	172.48	
	01.10.61000.00		TRAINING AND EDUCATIO		172.48	
289686	Invoice	11/07/2024	11.07.2024 - SPRAY ADHESIVE, PAINT BRU	0.00	34.48	
	01.14.61500.19		BUILDING MAINTENANCE		34.48	
289842	Invoice	11/12/2024	11.12.2024 - NYLON WALL BD	0.00	9.80	
	01.05.62200.00		GENERAL DEPARTMENT S		9.80	
01447	HRTM Consulting	11/15/2024	Regular	0.00	360.00	24042
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0007785	Invoice	11/12/2024	11.12.2024 - TELESTAFF SOLUTION CONS	0.00	360.00	
	01.05.61121.00		COMPUTER SOFTWARE/S		360.00	
01089	Life-Assist Inc	11/15/2024	Regular	0.00	1,144.39	24043
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1525847	Invoice	11/05/2024	11.05.2024 - EMERGENCY THORACENTESI	0.00	1,144.39	
	01.10.62204.00		PARAMEDIC RESPONSE S		1,144.39	
01452	Nicholas Hurn	11/15/2024	Regular	0.00	390.00	24044
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0007588	Invoice	11/10/2024	11.10.2024 - REIMB - CSFT COMPANY OFF	0.00	390.00	
	01.10.61000.00		TRAINING AND EDUCATIO		390.00	
01506	Wells Fargo Financial Leasing, INC	11/15/2024	Regular	0.00	360.52	24045

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5032080439	Invoice	11/09/2024	11.09.2024 - KYOCERA COPIER LEASE	0.00	360.52	
	01.05.61105.00	OTHER CONTRACT SERVI	11.09.2024 - KYOCERA COPIER L		360.52	
01326	AMAZON.COM SERVICES LLC	11/21/2024	Regular	0.00	124.90	24046
1G4C-FGWD-VXP	Invoice	11/17/2024	11.17.2024 - AIR PRESSURE REGULATOR	0.00	40.88	
	01.14.61500.21	BUILDING MAINTENANCE	11.17.2024 - AIR PRESSURE REG		40.88	
1L4P-HDV4-D9QJ	Invoice	11/20/2024	11.20.2024 - D BATTERIES	0.00	45.84	
	01.05.62200.00	GENERAL DEPARTMENT S	11.20.2024 - D BATTERIES		45.84	
1YCK-XYM4-67N9	Invoice	11/18/2024	11.18.2024 - COMPRESSOR OIL	0.00	38.18	
	01.05.62200.00	GENERAL DEPARTMENT S	11.18.2024 - COMPRESSOR OIL		38.18	
01026	AT&T Calnet	11/21/2024	Regular	0.00	793.96	24047
575-11102024	Invoice	11/10/2024	11.10.2024 - WIRELESS - 10.10.24-11.09.2	0.00	793.96	
	01.14.61705.00	TELEPHONE	11.10.2024 - WIRELESS - 10.10.2		793.96	
01017	Fairfax Lumber	11/21/2024	Regular	0.00	26.33	24048
282508	Invoice	05/22/2024	05.22.2024 - SOCKET ADAPTERS/LAG SCR	0.00	18.50	
	01.05.62200.00	GENERAL DEPARTMENT S	05.22.2024 - SOCKET ADAPTERS		18.50	
290014	Invoice	11/15/2024	11.15.2024 - GALVANIZED HARDWARE	0.00	7.83	
	01.05.62200.00	GENERAL DEPARTMENT S	11.15.2024 - GALVANIZED HARD		7.83	
01050	Golden State Emergency Veh Svc	11/21/2024	Regular	0.00	1,024.40	24054
WI003123	Invoice	11/14/2024	11.14.2024 - 2020 ENFORCER - FOAM SYS	0.00	1,024.40	
	01.25.61600.00	FLEET MAINTENANCE/RE	11.14.2024 - 2020 ENFORCER - F		1,024.40	
01105	Lexipol LLC	11/21/2024	Regular	0.00	8,464.65	24055
INVLEX11241580	Invoice	10/01/2024	10.01.2024 - ANNUAL FIRE POLICY MANU	0.00	8,464.65	
	01.05.61105.00	OTHER CONTRACT SERVI	10.01.2024 - ANNUAL FIRE POLI		8,464.65	
01037	Marin Municipal Water District	11/21/2024	Regular	0.00	1,707.20	24056
087-11122024	Invoice	11/12/2024	087 - 777 SAN ANSELMO AVE - 09.10.24-1	0.00	906.90	
	01.14.61703.00	WATER	087 - 777 SAN ANSELMO AVE - 0		906.90	
135-11072024	Invoice	11/07/2024	135 - 14-18 PARK RD - 09.05.24-11.04.24	0.00	222.23	
	01.14.61703.00	WATER	135 - 14-18 PARK RD - 09.05.24-		222.23	
256-11132024	Invoice	11/13/2024	256 - 150 BUTTERFIELD RD - 09.11.24-11.	0.00	51.75	
	01.14.61703.00	WATER	256 - 150 BUTTERFIELD RD - 09.		51.75	
263-11072024	Invoice	11/07/2024	263 - 14-18 PARK RD - 09.05.24-11.04.24	0.00	51.75	
	01.14.61703.00	WATER	263 - 14-18 PARK RD - 09.05.24-		51.75	
354-11132024	Invoice	11/13/2024	354 - 150 BUTTERFIELD RD - 09.11.24-11.	0.00	422.82	
	01.14.61703.00	WATER	354 - 150 BUTTERFIELD RD - 09.		422.82	
868-11122024	Invoice	11/12/2024	868 - 777 SAN ANSELMO AVE - 09.10.24-1	0.00	51.75	
	01.14.61703.00	WATER	868 - 777 SAN ANSELMO AVE - 0		51.75	
01093	Martin & Harris	11/21/2024	Regular	0.00	170.00	24057

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
553748	Invoice	11/11/2024	11.11.2024 - DISHWASHER REPAIR	0.00	170.00	
	01.14.61500.20		BUILDING MAINTENANCE		170.00	
01484	Permanente Medical Group, Inc.	11/21/2024	Regular	0.00	889.00	24058
INV0007619	Invoice	11/12/2024	11.12.2024 - OHSS ACCT #320900249037	0.00	889.00	
	01.05.61129.00		HIRING EXPENSES		889.00	
01098	Verizon Wireless	11/21/2024	Regular	0.00	841.85	24059
9977732841	Invoice	11/01/2024	11.01.2024 - WIRELESS - 10.02.24-11.01.2	0.00	841.85	
	01.14.61705.00		TELEPHONE		841.85	
01509	Vestis Group, Inc. (f/k/a ARAMARK UNIFORM &	11/21/2024	Regular	0.00	119.46	24060
5080531754	Invoice	11/18/2024	11.18.2024 - LAUNDRY SERVICES	0.00	31.73	
	01.14.62206.00		JANITORIAL MAINTENAN		31.73	
5080531755	Invoice	11/18/2024	11.18.2024 - LAUNDRY SERVICES	0.00	31.73	
	01.14.62206.00		JANITORIAL MAINTENAN		31.73	
5080532596	Invoice	11/19/2024	11.19.2024 - LAUNDRY SERVICES	0.00	56.00	
	01.14.62206.00		JANITORIAL MAINTENAN		56.00	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	43	27	0.00	66,590.84
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	43	27	0.00	66,590.84

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01013	AFLAC Business Services	11/05/2024	Regular	0.00	4,144.65	11520
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007560	Invoice	11/15/2024	AFLAC	0.00	4,144.65	
	01.00.20271.00		AFLAC P/R DEDUCTION		4,144.65	
01004	CAPF	11/05/2024	Regular	0.00	486.75	11521
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007563	Invoice	11/15/2024	DISABILITY INSURANCE	0.00	472.00	
	01.00.20275.00		DISABILITY INSURANCE W		472.00	
INV0007564	Invoice	11/15/2024	DISABILITY INSURANCE	0.00	14.75	
	01.00.20275.00		DISABILITY INSURANCE W		14.75	
01161	Nationwide Retirement Solutions	11/05/2024	Regular	0.00	2,217.00	11522
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007566	Invoice	11/15/2024	NATIONWIDE RETIREMENT	0.00	2,217.00	
	01.00.20277.00		DEFERRED COMP. W/ NR		2,217.00	
01069	Ross Valley Firefighters Association	11/05/2024	Regular	0.00	3,315.00	11523
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007577	Invoice	11/15/2024	UNION DUES	0.00	3,315.00	
	01.00.20289.00		UNION DUES WITHHELD		3,315.00	
01013	AFLAC Business Services	11/21/2024	Regular	0.00	4,144.65	11529
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007594	Invoice	11/29/2024	AFLAC	0.00	4,144.65	
	01.00.20271.00		AFLAC P/R DEDUCTION		4,144.65	
01004	CAPF	11/21/2024	Regular	0.00	472.00	11530
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007597	Invoice	11/29/2024	DISABILITY INSURANCE	0.00	472.00	
	01.00.20275.00		DISABILITY INSURANCE W		472.00	
01161	Nationwide Retirement Solutions	11/21/2024	Regular	0.00	2,217.00	11531
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0007599	Invoice	11/29/2024	NATIONWIDE RETIREMENT	0.00	2,217.00	
	01.00.20277.00		DEFERRED COMP. W/ NR		2,217.00	
01069	Ross Valley Firefighters Association	11/21/2024	Regular	0.00	3,315.00	11532

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0007610	Invoice	11/29/2024	UNION DUES	0.00	3,315.00	
	01.00.20289.00	UNION DUES WITHHELD	UNION DUES		3,315.00	

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	8	0.00	20,312.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	8	0.00	20,312.05

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	52	35	0.00	86,902.89
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	52	35	0.00	86,902.89

Fund Summary

Fund	Name	Period	Amount
98	POOLED PAYROLL	11/2024	20,312.05
99	POOLED CASH	11/2024	66,590.84
			86,902.89

Ross Valley Fire Dept

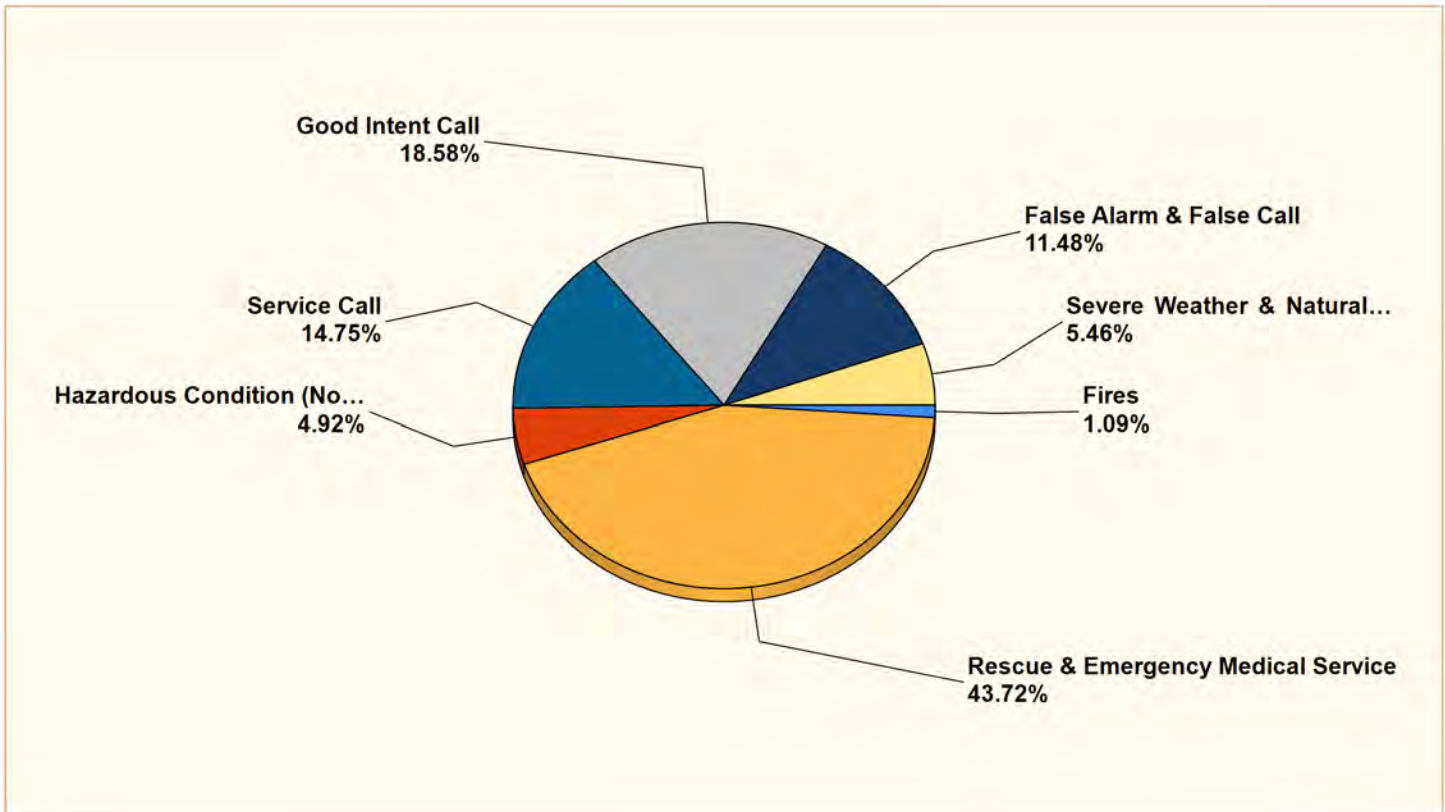
San Anselmo, CA

This report was generated on 12/4/2024 9:49:08 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 11/01/2024 | End Date: 11/30/2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	1.09%
Rescue & Emergency Medical Service	80	43.72%
Hazardous Condition (No Fire)	9	4.92%
Service Call	27	14.75%
Good Intent Call	34	18.58%
False Alarm & False Call	21	11.48%
Severe Weather & Natural Disaster	10	5.46%
TOTAL	183	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	0.55%
113 - Cooking fire, confined to container	1	0.55%
321 - EMS call, excluding vehicle accident with injury	77	42.08%
322 - Motor vehicle accident with injuries	1	0.55%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.55%
324 - Motor vehicle accident with no injuries.	1	0.55%
412 - Gas leak (natural gas or LPG)	1	0.55%
424 - Carbon monoxide incident	2	1.09%
440 - Electrical wiring/equipment problem, other	2	1.09%
444 - Power line down	2	1.09%
445 - Arcing, shorted electrical equipment	1	0.55%
463 - Vehicle accident, general cleanup	1	0.55%
500 - Service Call, other	1	0.55%
520 - Water problem, other	2	1.09%
522 - Water or steam leak	2	1.09%
550 - Public service assistance, other	3	1.64%
551 - Assist police or other governmental agency	3	1.64%
553 - Public service	10	5.46%
554 - Assist invalid	6	3.28%
600 - Good intent call, other	1	0.55%
611 - Dispatched & cancelled en route	17	9.29%
622 - No incident found on arrival at dispatch address	9	4.92%
651 - Smoke scare, odor of smoke	6	3.28%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.55%
700 - False alarm or false call, other	1	0.55%
733 - Smoke detector activation due to malfunction	3	1.64%
735 - Alarm system sounded due to malfunction	2	1.09%
736 - CO detector activation due to malfunction	1	0.55%
743 - Smoke detector activation, no fire - unintentional	6	3.28%
744 - Detector activation, no fire - unintentional	2	1.09%
745 - Alarm system activation, no fire - unintentional	5	2.73%
746 - Carbon monoxide detector activation, no CO	1	0.55%
800 - Severe weather or natural disaster, other	2	1.09%
813 - Wind storm, tornado/hurricane assessment	8	4.37%
TOTAL INCIDENTS:	183	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Ross Valley Fire Dept

San Anselmo, CA

This report was generated on 12/4/2024 9:49:45 AM



Incident Type Count per Station for Date Range

Start Date: 11/01/2024 | End Date: 11/30/2024

INCIDENT TYPE	# INCIDENTS
Station: 18 - STATION 18 - Ross	
113 - Cooking fire, confined to container	1
321 - EMS call, excluding vehicle accident with injury	14
463 - Vehicle accident, general cleanup	1
520 - Water problem, other	1
551 - Assist police or other governmental agency	1
553 - Public service	1
554 - Assist invalid	1
611 - Dispatched & cancelled en route	1
622 - No incident found on arrival at dispatch address	2
651 - Smoke scare, odor of smoke	1
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	1
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	1
# Incidents for 18 - Station 18 :	28

Station: 19 - STATION 19 - San Anselmo	
321 - EMS call, excluding vehicle accident with injury	24
424 - Carbon monoxide incident	2
440 - Electrical wiring/equipment problem, other	2
444 - Power line down	1
445 - Arcing, shorted electrical equipment	1
500 - Service Call, other	1
550 - Public service assistance, other	2
553 - Public service	4
554 - Assist invalid	1
611 - Dispatched & cancelled en route	6
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	1
743 - Smoke detector activation, no fire - unintentional	3
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	1
746 - Carbon monoxide detector activation, no CO	1
800 - Severe weather or natural disaster, other	1

Only REVIEWED incidents included.



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INCIDENT TYPE	# INCIDENTS
813 - Wind storm, tornado/hurricane assessment	3

Incidents for 19 - Station 19: 56

Station: 20 - STATION 20 - Sleepy Hollow	
321 - EMS call, excluding vehicle accident with injury	8
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	1
520 - Water problem, other	1
553 - Public service	3
611 - Dispatched & cancelled en route	6
622 - No incident found on arrival at dispatch address	3
651 - Smoke scare, odor of smoke	1
700 - False alarm or false call, other	1
733 - Smoke detector activation due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	2
813 - Wind storm, tornado/hurricane assessment	1

Incidents for 20 - Station 20: 29

Station: 21 - STATION 21 - Fairfax	
111 - Building fire	1
321 - EMS call, excluding vehicle accident with injury	31
322 - Motor vehicle accident with injuries	1
412 - Gas leak (natural gas or LPG)	1
444 - Power line down	1
522 - Water or steam leak	2
550 - Public service assistance, other	1
551 - Assist police or other governmental agency	2
553 - Public service	2
554 - Assist invalid	4
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	4
622 - No incident found on arrival at dispatch address	3
651 - Smoke scare, odor of smoke	3
652 - Steam, vapor, fog or dust thought to be smoke	1
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	1
736 - CO detector activation due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	3
800 - Severe weather or natural disaster, other	1
813 - Wind storm, tornado/hurricane assessment	4

Incidents for 21 - Station 21: 70

Only REVIEWED incidents included.



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Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 11/30/2024

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 01 - GENERAL FUND						
Revenue						
475 - MEMBER CONTRIBUTIONS	13,337,352.00	13,337,352.00	1,111,446.17	5,557,230.29	-7,780,121.71	58.33%
495 - OUTSIDE / MISCELLANEOUS REVENUE	1,570,120.00	1,570,120.00	105,518.20	1,038,457.29	-531,662.71	33.86%
Revenue Total:	14,907,472.00	14,907,472.00	1,216,964.37	6,595,687.58	-8,311,784.42	55.76%
Expense						
600 - SALARIES AND WAGES	7,239,271.00	7,239,271.00	603,485.98	3,055,948.22	4,183,322.78	57.79%
601 - RETIREMENT	2,831,208.00	2,831,208.00	90,539.21	1,947,507.39	883,700.61	31.21%
602 - EMPLOYEE BENEFITS	2,591,377.00	2,591,377.00	139,476.55	1,264,311.37	1,327,065.63	51.21%
610 - TRAINING	48,260.00	48,260.00	390.00	15,872.42	32,387.58	67.11%
611 - OUTSIDE SERVICES	938,414.00	938,414.00	3,941.66	213,451.43	724,962.57	77.25%
613 - PUBLICATION / DUES	10,162.00	10,162.00	0.00	2,597.56	7,564.44	74.44%
614 - MAINTENANCE	23,787.00	23,787.00	0.00	-76.80	23,863.80	100.32%
615 - BUILDING MAINTENANCE	78,500.00	78,500.00	1,248.89	10,142.54	68,357.46	87.08%
616 - VEHICLE MAINTENANCE	124,115.00	124,115.00	1,024.40	36,081.45	88,033.55	70.93%
617 - UTILITIES	168,503.00	168,503.00	7,113.13	48,406.02	120,096.98	71.27%
620 - OFFICE SUPPLIES	6,215.00	6,215.00	0.00	732.08	5,482.92	88.22%
622 - DEPARTMENT SUPPLIES	135,595.00	135,595.00	1,488.14	59,293.07	76,301.93	56.27%
625 - FURNISHINGS	8,487.00	8,487.00	0.00	0.00	8,487.00	100.00%
629 - MISCELLANEOUS	118,760.00	118,760.00	1,577.31	22,579.73	96,180.27	80.99%
630 - EQUIPMENT	53,404.00	53,404.00	0.00	1,569.89	51,834.11	97.06%
631 - CAPITAL OUTLAY	155,787.00	155,787.00	0.00	50,804.56	104,982.44	67.39%
644 - MERA BOND PAYMENT	0.00	0.00	0.00	74,199.00	-74,199.00	0.00%
670 - TRANSFERS OUT	376,626.00	376,626.00	0.00	0.00	376,626.00	100.00%
Expense Total:	14,908,471.00	14,908,471.00	850,285.27	6,803,419.93	8,105,051.07	54.37%
Fund: 01 - GENERAL FUND Surplus (Deficit):	-999.00	-999.00	366,679.10	-207,732.35	-206,733.35	20,694.03%
Fund: 15 - VEHICLE FUND						
Revenue						
519 - TRANSFERS IN	-376,626.00	-376,626.00	0.00	0.00	376,626.00	100.00%
Revenue Total:	-376,626.00	-376,626.00	0.00	0.00	376,626.00	100.00%
Expense						
631 - CAPITAL OUTLAY	340,411.00	340,411.00	0.00	-3,900.00	344,311.00	101.15%
640 - PRINCIPAL	161,252.59	161,252.59	0.00	161,252.59	0.00	0.00%
641 - INTEREST	7,864.63	7,864.63	0.00	7,864.63	0.00	0.00%
Expense Total:	509,528.22	509,528.22	0.00	165,217.22	344,311.00	67.57%
Fund: 15 - VEHICLE FUND Surplus (Deficit):	-886,154.22	-886,154.22	0.00	-165,217.22	720,937.00	81.36%
Report Surplus (Deficit):	-887,153.22	-887,153.22	366,679.10	-372,949.57	514,203.65	57.96%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	-999.00	-999.00	366,679.10	-207,732.35	-206,733.35
15 - VEHICLE FUND	-886,154.22	-886,154.22	0.00	-165,217.22	720,937.00
Report Surplus (Deficit):	-887,153.22	-887,153.22	366,679.10	-372,949.57	514,203.65



Ross Valley Fire, CA

Budget Report Account Summary

For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 01 - GENERAL FUND							
Revenue							
01.00.47501.00	FAIRFAX	2,729,988.00	2,729,988.00	227,499.00	1,137,495.00	-1,592,493.00	58.33 %
01.00.47502.00	ROSS	2,738,189.00	2,738,189.00	228,182.50	1,140,912.18	-1,597,276.82	58.33 %
01.00.47503.00	SAN ANSELMO	4,748,772.00	4,748,772.00	395,731.08	1,978,655.16	-2,770,116.84	58.33 %
01.00.47504.00	SLEEPY HOLLOW	1,499,736.00	1,499,736.00	124,978.00	624,890.00	-874,846.00	58.33 %
01.00.47507.00	PRIOR AUTHORITY RETIREE HEALTH	80,000.00	80,000.00	6,666.67	33,333.35	-46,666.65	58.33 %
01.00.47510.00	PRIOR AUTHORITY RETIREMENT	1,540,667.00	1,540,667.00	128,388.92	641,944.60	-898,722.40	58.33 %
01.00.49501.00	COUNTY OF MARIN	266,875.00	266,875.00	0.00	266,875.00	0.00	0.00 %
01.00.49504.00	RVPA REIMBURSEMENT MEDIC PR	317,511.00	317,511.00	0.00	158,755.32	-158,755.68	50.00 %
01.00.49506.00	RVPA RENTAL	8,360.00	8,360.00	0.00	17,137.84	8,777.84	205.00 %
01.00.49507.00	LAIF INTEREST	25,000.00	25,000.00	0.00	8,054.98	-16,945.02	67.78 %
01.00.49509.00	RVPA AGENCY REIMBURSEMENT	47,290.00	47,290.00	0.00	47,290.00	0.00	0.00 %
01.00.49510.00	PLAN CHECKING FEES	285,000.00	285,000.00	30,437.77	158,354.56	-126,645.44	44.44 %
01.00.49511.00	RE-SALE INSPECTION FEES	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
01.00.49512.00	MISCELLANEOUS INCOME	10,000.00	10,000.00	0.00	763.40	-9,236.60	92.37 %
01.00.49513.00	WORKERS COMP REIMBURSEMENT	0.00	0.00	41,404.01	148,961.86	148,961.86	0.00 %
01.00.49517.00	DISASTER COORDINATOR REIMB.	96,740.00	96,740.00	0.00	0.00	-96,740.00	100.00 %
01.00.49523.00	APPARATUS REPLACEMENT	376,626.00	376,626.00	31,385.41	156,927.05	-219,698.95	58.33 %
01.00.49524.00	TECHNOLOGY FEES	26,718.00	26,718.00	2,291.01	12,737.28	-13,980.72	52.33 %
01.00.49526.18	STATION MAINT REVENUE #18	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
01.00.49526.19	STATION MAINT REVENUE #19	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
01.00.49526.20	STATION MAINT REVENUE #20	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
01.00.49526.21	STATION MAINT REVENUE #21	15,000.00	15,000.00	0.00	0.00	-15,000.00	100.00 %
01.00.49528.00	MWPA LOCAL FUNDS	0.00	0.00	0.00	62,600.00	62,600.00	0.00 %
	Revenue Total:	14,907,472.00	14,907,472.00	1,216,964.37	6,595,687.58	-8,311,784.42	55.76%
Expense							
01.00.60000.00	REGULAR SALARIES	5,698,118.00	5,698,118.00	391,919.46	2,005,985.47	3,692,132.53	64.80 %
01.00.60010.00	TEMPORARY HIRE	17,389.00	17,389.00	0.00	0.00	17,389.00	100.00 %
01.00.60020.00	MINIMUM STAFFING	831,694.00	831,694.00	175,347.40	869,465.03	-37,771.03	-4.54 %
01.00.60021.00	HOURLY OVERTIME	106,448.00	106,448.00	2,870.47	21,294.05	85,153.95	80.00 %
01.00.60024.00	SHIFT DIFFERENTIAL OT	24,113.00	24,113.00	2,482.53	19,702.13	4,410.87	18.29 %
01.00.60026.00	OT TRAINING	80,576.00	80,576.00	2,895.67	7,302.88	73,273.12	90.94 %
01.00.60027.00	HOLIDAY	247,176.00	247,176.00	18,287.36	90,954.05	156,221.95	63.20 %
01.00.60028.00	PARAMEDIC TRAINING OVERTIME	37,177.00	37,177.00	0.00	0.00	37,177.00	100.00 %
01.00.60029.00	FLSA O/T	121,432.00	121,432.00	8,583.09	37,644.61	83,787.39	69.00 %
01.00.60030.00	S/L BUY BACK	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
01.00.60035.00	RETIRED S/L COMPENSATION	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
01.00.60039.00	EXECUTIVE OFFICER	3,600.00	3,600.00	300.00	1,500.00	2,100.00	58.33 %
01.00.60040.00	BOARD MEMBER STIPEND	8,000.00	8,000.00	800.00	2,100.00	5,900.00	73.75 %
01.00.60100.00	RETIREMENT	2,831,208.00	2,831,208.00	90,539.21	1,947,507.39	883,700.61	31.21 %
01.00.60200.00	CAFETERIA HEALTH PLAN	1,085,000.00	1,085,000.00	81,420.53	412,386.90	672,613.10	61.99 %
01.00.60210.00	RETIREE HEALTH SAVINGS MATCH	43,641.00	43,641.00	3,655.34	18,814.25	24,826.75	56.89 %
01.00.60215.00	WORKERS' COMPENSATION INSUR	548,561.00	548,561.00	0.00	546,538.00	2,023.00	0.37 %
01.00.60220.00	PAYROLL TAXES	108,331.00	108,331.00	8,934.34	59,259.54	49,071.46	45.30 %
01.00.60223.00	UNIFORM REIMBURSEMENT	28,080.00	28,080.00	1,921.68	9,758.24	18,321.76	65.25 %
01.00.60225.00	EDUCATION REIMBURSEMENT	139,341.00	139,341.00	10,691.37	52,722.74	86,618.26	62.16 %
01.00.60231.00	RETIREE'S HEALTH INSURANCE	638,423.00	638,423.00	32,853.29	164,824.45	473,598.55	74.18 %
01.00.61103.00	AUDIT & BOOKKEEPING SERVICES	0.00	0.00	0.00	76.03	-76.03	0.00 %
01.00.61115.00	LIABILITY INSURANCE	78,454.00	78,454.00	0.00	71,273.00	7,181.00	9.15 %
01.00.62999.00	CONTINGENCY	41,510.00	41,510.00	0.00	0.00	41,510.00	100.00 %
01.00.67099.00	TRANSFERS OUT	376,626.00	376,626.00	0.00	0.00	376,626.00	100.00 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
01.05.61103.00	AUDIT & BOOKEEPING SERVICES	33,552.00	33,552.00	2,074.79	14,443.60	19,108.40	56.95 %
01.05.61105.00	OTHER CONTRACT SERVICES	73,625.00	73,625.00	360.52	42,908.55	30,716.45	41.72 %
01.05.61107.00	ATTORNEY/LEGAL FEES	18,000.00	18,000.00	0.00	2,231.50	15,768.50	87.60 %
01.05.61112.00	PERS ADMINISTRATIVE FEE	2,900.00	2,900.00	257.35	1,354.35	1,545.65	53.30 %
01.05.61120.00	CONTRACT SERVICES-SAN ANSELM	95,555.00	95,555.00	0.00	47,777.50	47,777.50	50.00 %
01.05.61121.00	COMPUTER SOFTWARE/SUPPORT	36,661.00	36,661.00	360.00	19,386.74	17,274.26	47.12 %
01.05.61122.00	WEB PAGE DESIGN AND MAINTENA	8,960.00	8,960.00	0.00	0.00	8,960.00	100.00 %
01.05.61127.00	HEALTH AND WELLNESS	58,991.00	58,991.00	0.00	6,485.00	52,506.00	89.01 %
01.05.61129.00	HIRING EXPENSES	16,000.00	16,000.00	889.00	6,573.01	9,426.99	58.92 %
01.05.61300.00	PUBLICATIONS AND DUES	10,162.00	10,162.00	0.00	2,597.56	7,564.44	74.44 %
01.05.62000.00	OFFICE SUPPLIES	5,100.00	5,100.00	0.00	362.18	4,737.82	92.90 %
01.05.62003.00	POSTAGE	1,115.00	1,115.00	0.00	369.90	745.10	66.83 %
01.05.62200.00	GENERAL DEPARTMENT SUPPLIES	13,932.00	13,932.00	101.65	1,849.09	12,082.91	86.73 %
01.10.60065.02	EXPLORER POST	9,548.00	9,548.00	0.00	0.00	9,548.00	100.00 %
01.10.61000.00	TRAINING AND EDUCATION	48,260.00	48,260.00	390.00	15,872.42	32,387.58	67.11 %
01.10.61100.00	DISPATCH	386,830.00	386,830.00	0.00	0.00	386,830.00	100.00 %
01.10.61101.00	RADIO REPAIR	5,305.00	5,305.00	0.00	356.25	4,948.75	93.28 %
01.10.61102.00	HAZARDOUS MATERIAL REMOVAL	1,030.00	1,030.00	0.00	250.75	779.25	75.66 %
01.10.61103.00	AUDIT & BOOKKEEPING SERVICES	10,332.00	10,332.00	0.00	0.00	10,332.00	100.00 %
01.10.61110.00	MERA OPERATING EXPENSE	107,339.00	107,339.00	0.00	0.00	107,339.00	100.00 %
01.10.61410.00	EQUIPMENT MAINTENANCE	13,625.00	13,625.00	0.00	-471.59	14,096.59	103.46 %
01.10.62203.00	EMERGENCY RESPONSE SUPPLIES	4,612.00	4,612.00	0.00	284.56	4,327.44	93.83 %
01.10.62204.00	PARAMEDIC RESPONSE SUPPLIES	41,200.00	41,200.00	1,144.39	16,341.61	24,858.39	60.34 %
01.10.62210.00	BREATHING APPARATUS	7,320.00	7,320.00	0.00	0.00	7,320.00	100.00 %
01.10.62211.00	BREATHING APPARATUS-CONTRACT	7,758.00	7,758.00	0.00	0.00	7,758.00	100.00 %
01.10.62213.00	PERSONAL PROTECTIVE EQUIPMEN	40,548.00	40,548.00	0.00	9.80	40,538.20	99.98 %
01.10.63131.00	EQUIPMENT	41,200.00	41,200.00	0.00	11,194.79	30,005.21	72.83 %
01.10.63140.00	HYDRANTS	41,281.00	41,281.00	0.00	39,508.08	1,772.92	4.29 %
01.10.63150.00	COMMUNICATIONS EQUIPMENT	22,947.00	22,947.00	0.00	101.69	22,845.31	99.56 %
01.10.63160.00	TURNOUTS	50,359.00	50,359.00	0.00	0.00	50,359.00	100.00 %
01.10.64401.00	MERA BOND PAYMENT PRIOR AUT	0.00	0.00	0.00	74,199.00	-74,199.00	0.00 %
01.14.61500.00	BUILDING MAINTENANCE AND LAN	18,500.00	18,500.00	980.99	5,381.65	13,118.35	70.91 %
01.14.61500.18	BUILDING MAINTENANCE STATION	15,000.00	15,000.00	0.00	487.40	14,512.60	96.75 %
01.14.61500.19	BUILDING MAINTENANCE STATION	15,000.00	15,000.00	34.48	-503.87	15,503.87	103.36 %
01.14.61500.20	BUILDING MAINTENANCE STATION	15,000.00	15,000.00	170.00	462.31	14,537.69	96.92 %
01.14.61500.21	BUILDING MAINTENANCE STATION	15,000.00	15,000.00	63.42	4,315.05	10,684.95	71.23 %
01.14.61702.00	GAS AND ELECTRIC	67,500.00	67,500.00	0.00	21,476.76	46,023.24	68.18 %
01.14.61703.00	WATER	11,750.00	11,750.00	1,707.20	5,236.05	6,513.95	55.44 %
01.14.61704.00	SEWER	4,532.00	4,532.00	0.00	0.00	4,532.00	100.00 %
01.14.61705.00	TELEPHONE	84,721.00	84,721.00	5,405.93	21,693.21	63,027.79	74.39 %
01.14.62206.00	JANITORIAL MAINTENANCE SUPPLI	10,609.00	10,609.00	242.10	2,218.59	8,390.41	79.09 %
01.14.62501.00	FURNISHINGS	8,487.00	8,487.00	0.00	0.00	8,487.00	100.00 %
01.14.63040.00	APPLIANCES	5,150.00	5,150.00	0.00	0.00	5,150.00	100.00 %
01.14.63041.00	OFFICE EQUIPMENT	10,609.00	10,609.00	0.00	0.00	10,609.00	100.00 %
01.14.63042.00	EXERCISE EQUIPMENT	10,927.00	10,927.00	0.00	899.78	10,027.22	91.77 %
01.14.63044.00	TECHNOLOGY PURCHASES	26,718.00	26,718.00	0.00	670.11	26,047.89	97.49 %
01.15.60220.00	PAYROLL TAXES - COMMUNITY EDU	0.00	0.00	0.00	7.25	-7.25	0.00 %
01.15.61131.00	FIRE PREVENTION	4,880.00	4,880.00	0.00	199.91	4,680.09	95.90 %
01.15.61903.00	MWPA Local Projects	0.00	0.00	0.00	35,410.60	-35,410.60	0.00 %
01.15.61904.00	MWPA CORE FUNDS	0.00	0.00	0.00	135.24	-135.24	0.00 %
01.15.62220.00	COMMUNITY EDUCATION & PREP.	9,616.00	9,616.00	0.00	3,178.82	6,437.18	66.94 %
01.25.61411.00	BURN TRAILER MAINTENANCE	10,162.00	10,162.00	0.00	394.79	9,767.21	96.12 %
01.25.61600.00	FLEET MAINTENANCE/REPAIRS	124,115.00	124,115.00	1,024.40	36,081.45	88,033.55	70.93 %
01.25.62988.00	FUEL	59,225.00	59,225.00	1,577.31	18,244.15	40,980.85	69.20 %
01.25.62989.00	FLEET PARTS	18,025.00	18,025.00	0.00	4,335.58	13,689.42	75.95 %
	Expense Total:	14,908,471.00	14,908,471.00	850,285.27	6,803,419.93	8,105,051.07	54.37%
	Fund: 01 - GENERAL FUND Surplus (Deficit):	-999.00	-999.00	366,679.10	-207,732.35	-206,733.35	20,694.03%

Budget Report

For Fiscal: 2024-2025 Period Ending: 11/30/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 15 - VEHICLE FUND							
Revenue							
15.00.51999.00	TRANSFERS IN	-376,626.00	-376,626.00	0.00	0.00	376,626.00	0.00 %
	Revenue Total:	-376,626.00	-376,626.00	0.00	0.00	376,626.00	100.00%
Expense							
15.00.63154.00	VEHICLE PURCHASE	340,411.00	340,411.00	0.00	-3,900.00	344,311.00	101.15 %
15.00.64010.00	LEASE PAYMENT - PRINCIPAL	161,252.59	161,252.59	0.00	161,252.59	0.00	0.00 %
15.00.64110.00	LEASE PAYMENT - INTEREST	7,864.63	7,864.63	0.00	7,864.63	0.00	0.00 %
	Expense Total:	509,528.22	509,528.22	0.00	165,217.22	344,311.00	67.57%
	Fund: 15 - VEHICLE FUND Surplus (Deficit):	-886,154.22	-886,154.22	0.00	-165,217.22	720,937.00	81.36%
	Report Surplus (Deficit):	-887,153.22	-887,153.22	366,679.10	-372,949.57	514,203.65	57.96%

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 01 - GENERAL FUND						
Revenue	14,907,472.00	14,907,472.00	1,216,964.37	6,595,687.58	-8,311,784.42	55.76%
Expense	14,908,471.00	14,908,471.00	850,285.27	6,803,419.93	8,105,051.07	54.37%
Fund: 01 - GENERAL FUND Surplus (Deficit):	-999.00	-999.00	366,679.10	-207,732.35	-206,733.35	20,694.03%
Fund: 15 - VEHICLE FUND						
Revenue	-376,626.00	-376,626.00	0.00	0.00	376,626.00	100.00%
Expense	509,528.22	509,528.22	0.00	165,217.22	344,311.00	67.57%
Fund: 15 - VEHICLE FUND Surplus (Deficit):	-886,154.22	-886,154.22	0.00	-165,217.22	720,937.00	81.36%
Report Surplus (Deficit):	-887,153.22	-887,153.22	366,679.10	-372,949.57	514,203.65	57.96%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	-999.00	-999.00	366,679.10	-207,732.35	-206,733.35
15 - VEHICLE FUND	-886,154.22	-886,154.22	0.00	-165,217.22	720,937.00
Report Surplus (Deficit):	-887,153.22	-887,153.22	366,679.10	-372,949.57	514,203.65

ROSS VALLEY FIRE DEPARTMENT

Minutes of the Ross Valley Fire Board Meeting of November 13, 2024

Note: These are summary action minutes only. The zoom recording can be accessed by clicking [here](#). The passcode is Rvfd111324#

RVFD BOARD MEETING MINUTES

1. 6:30pm Call to order.

Board Present: Kircher, Robbins, Burdo, Colbert, Shortall, Finn, Hellman, Coler

Board Absents:

Staff Present: Mahoney, Zuba, Lim

Town Managers Present: Donery, Johnson

Agenda – November 13, 2024

2. Chief Report – Verbal Update by Fire Chief Mahoney

Recruitment Update: We recently posted a new recruitment for Firefighter Paramedics with the hopes of hiring two more. There are three Firefighter Paramedic candidates currently in backgrounds. The goal is to start them in December or January at the latest. One of our Fire Inspectors has left the Department for another department, so we will also be hosting a recruitment for this position in the next month.

Burn Foundation: The Alisa Ann Ruch Burn Foundation came through town last month. They host a relay to raise funds for burn victims and the Ross Valley Firefighter's Club donated \$1,000 this year.

Incident Reports:

Pumpkin Ride Trail Rescue - This ride starts in Fairfax and goes up into open space areas on Halloween. There was a bad e-bicycle wreck at the end of Glen Drive. Crews arrived to an unconscious patient. They provided patient care and the patient was transported to the hospital.

Organ Donation - Last month crews responded to a call involving a young man who was transported to MarinHealth where he was placed on life support. The patient's family made the decision to take him off of life support and to donate his organs. The family invited Department members to the Donor Walk, which is a ceremony where family members accompany their loved ones through the ICU to the operating room. RVFD was honored to support the family and to witness the powerful act of generosity and life saving compassion.

Recognition of Director Colbert: Chief Mahoney presented Director Colbert with a plaque and thanked him for his two years of service and support of the Department.

No public comment.

3. **Consent Agenda: Items on the consent agenda may be removed and discussed separately. Discussion may take place at the end of the agenda. Otherwise, all items may be approved with one action.**

No public comment.

M/S Coler/Robbins to approve consent agenda – roll call vote, seven ayes: Kircher, Robbins, Colbert, Shortall, Finn, Hellman, Coler

4. Creation of Wildfire Preparedness Coordinator Position – Fire Chief Mahoney

The Job Description in the Board packet was missing the last page that included the “Physical Requirements”. Chief Mahoney provided printed copies and noted that if the position was passed, an amendment would need to be included.

Chief Mahoney summarized the Staff Report.

Director Shortall shared that he feels this updated job description more appropriately aligns with the MWPA, which will clarify the position. Fire Safe Marin is excited to work with this position.

Director Hellman asked if this position will still attend community meetings and events. Chief Mahoney confirmed the position will be the Ross Valley Fire Department representative at community meetings and events and will be available to help facilitate.

Director Robbins asked if the position is new or ongoing. Chief Mahoney stated this is a previously approved position that has been vacant for the past year.

There was discussion about how this position would be funded. Previously, the Emergency Preparedness Coordinator position was funded 100% through MWPA local funds. To account for the Wildfire Preparedness Coordinator position being involved in activities and duties that fall outside of the MWPA’s goals, the funding structure has changed to 90% of the position being funded through MWPA local funds and the remaining 10% being paid for by Member Agencies.

No public comment.

M/S Hellman/Burdo to approve Resolution 24-09 the Creation of the Wildfire Preparedness Coordinator Position – roll call vote, eight ayes: Kircher, Robbins, Colbert, Burdo, Shortall, Finn, Hellman, Coler

5. Town of Ross Station 18 One-Year Delay Closure Letter – Fire Chief Mahoney

Chief Mahoney summarized the Staff Report.

Ross Town Manager Johnson would like to see this resolved by the end of the year.

Director Robbins said this all came about because when Ross made the decision to close Station 18, there were a number of things the Town of Ross was told would happen and they haven’t been happening. Ross’ goal is having first responders present.

The Board is deferring any action on this topic until the upcoming RVPA meetings have occurred.

No public comment.

6. Announce Adjournment to Closed Session: 7:00pm

Conference with Labor Negotiator - Labor Negotiator Recommendation and CalPERS Educational Incentive Audit

7. Announce Action in Closed Session, if any.

Item 6A - Labor Negotiator Recommendation - Staff was given direction regarding Item 6A.

Item 6B - CalPERS Educational Incentive Audit - The Board authorized the recommended changes to the educational incentive pay, which is part of the Ross Valley Firefighters' and Ross Valley Fire Chief Officers Memorandum of Understanding (MOU), to meet the May 2024 CalPERS audit requirements. The changes will be in the form of a side letter attached to the Ross Valley Firefighters' and Ross Valley Fire Chief Officers MOU's for contract years 2019 through 2022 and 2022 through 2025. Staff has been directed to bring this item to the December Board meeting for final approval.

8. Board requests for future agenda items, questions, and comments to staff, staff miscellaneous items.

Director Hellman has two related requests.

- 1.) Report back on the dollar amount in the OES Reimbursement fund.
- 2.) Discussion around can Member Agency's be credited back monies from the OES Reimbursement fund if the money is exclusively used for public safety along with a general review of what might be done with the funds.

9. Open time for Public Expression: The public is welcome to address the Board on matters not on the agenda. Please be advised that pursuant to Government Code Section 54954.2, the Board is not permitted to take action on any matter not on the agenda unless it determines that an emergency exists and that the need to take action arose following the posting of the agenda.

No public comment.

10. Adjourn

The next meeting is scheduled for December 11, 2024, San Anselmo Town Council Chambers, at 525 San Anselmo Ave. San Anselmo, CA 94960, and via Zoom.

Respectfully submitted,
s/Samantha Stettler
Administrative Assistant III

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of December 11, 2024

To: Board of Directors

From: Dan Mahoney, Fire Chief

Subject: The Board Authorizes the Recommended Changes to the “Educational Incentive Pay” (Exhibit D), part of the Ross Valley Fire Fighters and Ross Valley Fire Chief Officers Memorandum of Understanding, to meet the May 2024 Cal PERS Audit Requirements.

RECOMMENDATION

It is recommended that the Board authorize the recommended changes (previously approved in closed session on November 13, 2024) to the “Educational Incentive Pay” (Exhibit D), part of the Ross Valley Fire Fighters and Ross Valley Fire Chief Officers Memorandum of Understanding, to meet the May 2024 Cal PERS audit requirements. The changes will be in the form of a side letter attached to the Ross Valley Fire Fighters and Ross Valley Fire Chief Officers Memorandum of Understanding for contract years 2019-2022 and 2022-2025.

BACKGROUND

On November 13, 2024, the Board approved this staff report recommendation in a closed session. The same recommendation is being brought back to open session for final approval.

DISCUSSION

On October 31, 2023 the Department was notified (Attachment #1) that the California Public Employees’ Retirement System (CalPERS) would be performing a randomized audit regarding our current “Educational Incentive Pay” (Exhibit D), which is part of the Ross Valley Fire Fighters and Ross Valley Chief Officers Memorandum of Understanding (MOU).

The objective of the Office of Audit Services (OFAS) review was to determine whether public agencies (employers) reported Educational Incentive Pay for classic members in compliance with Government Code (GC) section 20636 and Title 2 of the California Code of Regulations (CCR) section 571. OFAS’ review was limited to examining employer records and a sample of employee records for the period of July 1, 2021, through June 30, 2023. This timeframe spans

two separate contract periods (2019 - 2022 and 2022 - 2025) for the Ross Valley Fire Fighters and Ross Valley Fire Chief Officers MOU's.

The Department worked with CalPERS and the labor groups (Fire Fighter and Chief Officers) to make changes to meet the CalPERS audit requirements. Both groups agreed that every effort would be made to meet the CalPERS requirements while ensuring that all employees receiving the Educational Incentive would continue to do so. We were successful in accomplishing this goal.

The audit (Attachment # 2) found an "Observation" (required changes needed) and an "Other Matter" (recommended action).

Observation 1: *(Required Changes Needed)*

The Employer reported Educational Incentive Pay for one sampled active employee and one sampled retired employee that was not reportable. Specifically, the Employer could not demonstrate the employees' eligibility for the reported Educational Incentive Pay. For example, for one retired employee, the Employer reported Educational Incentive Pay of \$145.86 for pay period ending August 31, 2022. The Employer's written labor policy for the International Association of Firefighters (IAFF) Local 1775, effective July 1, 2022, stated employees who obtain a Fire Science degree or 60 units towards a Fire Science degree shall receive 2.5% of base monthly salary. The Employer provided documents to indicate the employee completed 31 fire course units and 39 units from another college. However, the Employer was unable to provide documentation to identify the courses completed for the 39 units from another college. As a result, the Employer was unable to demonstrate how the 39 units qualify as eligible course units for a Fire Science degree. The Employer should maintain sufficient documentation to demonstrate the employees' eligibility complied with the IAFF Local 1775 labor policy Educational Incentive Pay provisions.

- **To be in compliance, the Department made the following changes:**
 - The Department acknowledged and made the following changes (Strike out)/additions (underlined):
 - All employees who have an Associate's Degree ~~Fire Science degree~~ or 60 college units ~~toward a Fire Science degree~~ shall receive a sum equivalent to 2.5% of base monthly salary.
 - The Department acknowledges and added language outlining or showing a program or system is in place to evaluate and approve acceptable courses to receive Educational Incentive pay.
 - Added: "An educational incentive shall commence at the beginning of the month following approval by the Fire Chief or their designee. The bargaining unit member is responsible for providing the Fire Chief or their designee with all necessary proof of meeting the requirements. This shall include, but is not limited to, copies of all certificates or degrees for which benefits are requested."

- The Department included language in the side letter that implements these changes retroactively to July 1, 2019*. The side letter will be attached to the following MOU's. (Attachment #3)
 - 2019 - 2022 Ross Valley Fire Fighters and Ross Valley Chief Officers Memorandum of Understanding (MOU). (Attachment #4)
 - 2022 - 2025 Ross Valley Fire Fighters and Ross Valley Chief Officers Memorandum of Understanding (MOU). (Attachment #5)

**Note: Retroactive to July 1, 2021, was an audit requirement based on the audit timeline; however, PERS also recommended dating back further. The July 1, 2019, meets the requirements, and the recommendation was also taken into consideration to date back further to the start of the 2019 - 2022 MOU.*

Other Matter Noted: *(recommended action)*

The Employer incorrectly reported the earnings for two sampled active employees. Specifically, the Employer did not report full-time earnings and incorrectly included additional compensation in earnings. For one employee, the Employer reported earnings of \$2,362.74 for the pay period ending December 31, 2022. However, the employee's payroll register showed the employee's full-time earnings were \$5,834.52 for the pay period ending December 31, 2022. For another employee, the Employer reported earnings of \$5,570.35 for the pay period ending July 15, 2022. However, the reported earnings incorrectly included \$552.01 of Paramedic Incentive Pay.

- **The Department acknowledged and corrected the following other matter recommendations:**
 - Although the other matter noted is not within the scope of the audit performed for educational incentive pay, it may turn into an observation/finding in a future compensation review or audit performed.
 - The Department acknowledges the other matter noted and it has been corrected through the Finance department.

FISCAL IMPACT

All changes made to meet the CalPERS Audit requirements incurred no fiscal impacts.

ATTACHMENTS

- Attachment #1** – CalPERS Engagement Letter
- Attachment #2** – CalPERS Audit Report
- Attachment #3** - Signed Side Letter (Exhibit D)
- Attachment #4** – 2019 - 2022 Ross Valley Fire Fighters and Ross Valley Chief Officers Memorandum of Understanding (MOU)
- Attachment #5** – 2022 - 2025 Ross Valley Fire Fighters and Ross Valley Chief Officers Memorandum of Understanding (MOU)



California Public Employees' Retirement System
Office of Audit Services
400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-0422
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Memorandum

October 31, 2023

To: CalPERS Contracting Agencies

Cindie Lor
From: Cindie Lor
Assistant Division Chief
Office of Audit Services

Subject: Educational Incentive Pay Review

As part of the Office of Audit Services (OFAS) Audit Plan for fiscal year 2023-24, we are performing a review of Educational Incentive Pay reported as special compensation. Your agency has been selected as an employer to be included in this review. The objective of the review is to determine whether public agencies (employers) reported Educational Incentive Pay for classic members in compliance with Government Code section 20636 and Title 2 of the California Code of Regulations section 571. Our review period is from July 1, 2021 through June 30, 2023.

In accordance with GC section 20222.5, we will need to review pertinent documents and records covering the review period. The results of our review will be communicated with a draft report to each employer. The draft report will include observations identified, if any, and provide an opportunity for the employer to respond to the draft report. The employer's response and our evaluation of your response will be included in a consolidated final report summarizing the results for all employers reviewed, and each employer's report will be included as an attachment to the final report.

It is each employer's responsibility to ensure compliance with the Public Employees' Retirement Law. We will contact you to discuss the review objectives, necessary documentation, and to schedule audit fieldwork.

October 31, 2023

Page 2

Please share a copy of this letter with your Human Resources Director to inform them of this review as soon as possible. In addition, please email the following documents to Vicki.Shaw@CalPERS.ca.gov by November 8, 2023:

- Employee roster of all active and retired Classic employees employed during July 1, 2021 through June 30, 2023 showing the names, position titles, collective bargaining units (and where an employee is not in a collective bargaining unit but is under a contract, a statement they are under contract) and whether the employee is currently active or retired.
- Policies and procedures, Memoranda of Understanding, employment agreements, rules, and regulations, etc., that address or define the application of your agency's policy for payment and reporting of Educational Incentive Pay for your Classic employees that were approved by your Governing Body.

In addition, we will need to have the following records available during audit fieldwork for the selected sampled employees:

- Complete personnel records or files.
- Information pertaining to any calculation and payments of Educational Incentive Pay, including payroll check stubs, and any other personnel or payment records used to determine, pay, and report amounts of Educational Incentive Pay for your Classic employees.
- Any other information or documents deemed reasonably necessary to determine the accuracy of reported Educational Incentive Pay.

GC section 20222.5 provides OFAS the authority to review employers under resolution or contract with CalPERS and to assess a reasonable fee to recover the additional costs incurred when the time required to complete a review exceeds the estimated hours. We estimate the review to take 120 hours to complete.

If you have any questions, please contact Vicki Shaw, Associate Program Auditor, at (916) 795-2339.

ROSS VALLEY FIRE DEPARTMENT

Objective and Scope		
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CalPERS ID	Job Number	Contract Date
4521367135	1P23-019	July 1, 1982

The objective of the Office of Audit Services (OFAS) review was to determine whether public agencies (employers) reported Educational Incentive Pay for classic members in compliance with Government Code (GC) section 20636 and Title 2 of the California Code of Regulations (CCR) section 571.

Educational Incentive Pay is an item of special compensation and must meet the requirements of GC section 20636, and the definition and criteria listed in CCR section 571. Specifically, CCR section 571, subdivision (a)(2), defines Educational Incentive Pay as compensation to employees for completing educational courses, certificates and degrees which enhance their ability to do their job. The employer must have a program or system in place to evaluate and approve acceptable courses. Educational Incentive Pay does not include costs of education that is required for the employee’s current job classification and reimbursement for an application or test, books, tuition, or travel costs. Additionally, CCR section 571, subdivision (b), outlines that all items of special compensation must be contained in a written labor policy or agreement that has been duly approved and adopted by the employer’s governing body. The written labor policy or agreement must indicate the eligibility and conditions for payment of the pay item that must be available to all members in the group or class of employment for work performed during normal hours of employment.

Incorrect reporting of Educational Incentive Pay may result in miscalculation of employer contributions, delays in processing member retirement benefits, inaccurate retirement estimates, incorrect payment of benefits, reduction in benefits, and increased employer administrative costs for processing corrections to all impacted employee accounts for the periods the misreporting occurred.

OFAS’ review was limited to examining employer records and a sample of employee records for the period of July 1, 2021 through June 30, 2023. Unless otherwise specified, OFAS did not review the employer’s compliance with the Public Employees’ Retirement Law (PERL) with regard to any areas outside of the scope described herein, including, but not limited to, other types of compensation, membership enrollment, or employment after retirement. In addition, OFAS did not review sampled employees’ job classifications minimum qualifications for required education or certification, unless stated in the employer’s written labor policy or agreement.

Results in Brief		
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No.	Area	Observation
1	Not Reportable – Eligibility Not Supported	The Employer reported Educational Incentive Pay for one sampled active employee and one sampled retired employee that was not reportable. Specifically, the Employer could not demonstrate the employees’ eligibility for the reported Educational Incentive Pay. For example, for one retired employee, the Employer reported

ROSS VALLEY FIRE DEPARTMENT

No.	Area	Observation
		<p>Educational Incentive Pay of \$145.86 for pay period ending August 31, 2022. The Employer’s written labor policy for the International Association of Firefighters (IAFF) Local 1775, effective July 1, 2022, stated employees who obtain a Fire Science degree or 60 units towards a Fire Science degree shall receive 2.5% of base monthly salary. The Employer provided documents to indicate the employee completed 31 fire course units and 39 units from another college. However, the Employer was unable to provide documentation to identify the courses completed for the 39 units from another college. As a result, the Employer was unable to demonstrate how the 39 units qualify as eligible course units for a Fire Science degree. The Employer should maintain sufficient documentation to demonstrate the employees’ eligibility complied with the IAFF Local 1775 labor policy Educational Incentive Pay provisions.</p> <p>CCR section 571, subdivision (a)(2), defines Educational Incentive Pay as compensation to employees for completing educational courses, certificates and degrees which enhance their ability to do their job. A program or system must be in place to evaluate and approve acceptable course. Additionally, CCR section 571, subdivision (b), states that items of special compensation must be contained in an approved written labor policy or agreement, which must indicate conditions of payment for the item of special compensation, including but not limited to, eligibility for and amount. The Employer explained the employees were eligible because they considered general education course units as qualifying units for a Fire Science degree.</p>

Recommendation and Criteria

The Employer should ensure Educational Incentive Pay is reported in compliance with GC section 20636, and CCR section 571. The Employer should work with CalPERS Employer Account Management Division to identify all active and retired members impacted and for all impacted members identified, determine the accurate amount of Educational Incentive Pay, and what adjustments, if any, are needed to correct written labor policies or agreements, and/or inaccurately reported Educational Incentive Pay amounts. To the extent that any amounts of pay were improperly included in the retirement allowance of retired members, a correction to the retirement allowance should be made pursuant to GC section 20160.

GC: § 20120, § 20121, § 20122, § 20160, and § 20636
 CCR: § 571

ROSS VALLEY FIRE DEPARTMENT

Other Matter

OFAS identified one other matter that was outside the scope of this review. This matter was discussed with the Employer. OFAS encourages the Employer to work with CalPERS to ensure compliance with the PERL.

No.	Area	Description
1	Earnings Incorrectly Reported	The Employer incorrectly reported the earnings for two sampled active employees. Specifically, the Employer did not report full-time earnings and incorrectly included additional compensation in earnings. For one employee, the Employer reported earnings of \$2,362.74 for the pay period ending December 31, 2022. However, the employee's payroll register showed the employee's full-time earnings was \$5,834.52 for the pay period ending December 31, 2022. For another employee, the Employer reported earnings of \$5,570.35 for the pay period ending July 15, 2022. However, the reported earnings incorrectly included \$552.01 of Paramedic Incentive Pay.

Conclusion

OFAS limited this review to the areas specified in the objective and scope section of this report. The review was conducted in accordance with the International Standards for the Professional Practice of Internal Auditing. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions. Sample testing procedures provide reasonable, but not absolute, assurance that the Employer complied with the specified provisions of the PERL, and the CalPERS contract subject to this review. The results outlined in this report are based on information made available or otherwise obtained at the time this report was prepared. This report does not constitute a final determination with regard to the results noted within the report. The appropriate CalPERS divisions will notify the Employer of the final determinations and provide appeal rights, if applicable, at that time.

Summarized Response

The Employer disagreed with the Observation and stated they will work on clarifying the intent of the educational incentive program in their IAFF Local 1775 labor policy. In addition, for the active employee, the Employer provided an academic plan, dated February 2, 2024, to demonstrate course units transferred from other colleges qualify as units for a Fire Science degree. OFAS reviewed the documentation and noted that the academic plan identifies six units from one college; however, the plan does not identify all courses completed for the 33 units transferred from another college. Therefore, the Observation will remain as stated.

SIDE LETTER TO MEMORANDUM OF UNDERSTANDING

Between

ROSS VALLEY FIRE DEPARTMENT

And

ROSS VALLEY FIRE FIGHTERS' ASSOCIATION, IAFF Local 1775

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION L1775

The authorized representatives of the Parties have met and conferred and presented the following joint recommendation to the Ross Valley Fire Department Board of Directors for amendment of Exhibit D in the Memorandum of Understanding (MOU) for the purpose of meeting the requirements set forth by a California Public Employees Retirement System audit performed on May 9, 2024.

This agreement will be retroactively applied to the 2019-2022 MOU; Exhibit D Sections: 1. Level one, 2. Level Two, and 3. Level 3. This agreement will replace Exhibit D in its entirety for the 2022-2025 MOU.

This agreement shall hereby be incorporated into the parties' MOU during the next open contract period.

The parties agree that to the extent permitted by law, this pay is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Education Incentive.

Exhibit D attached


If the foregoing is in accordance with your understanding, please sign below:

For The Department:

For the Association:

 11/13/24
Thomas Finn, RVFD Fire Board President

 11/13/24
Thomas Pastalka, Ross Valley Fire Fighters' Association, IAFF Local 1775

 11/13/24
Tim Grasser, Ross Valley Fire Chief Officers Association L1775

(Firefighters MOU)

Exhibit D

Standards for Educational Incentives

The purpose of the Educational Incentive Program is to encourage employees to pursue and attain a higher level of education and training. Once an employee attains a certain level of education, they will receive the incentive specified below for that specific level only. Employees are only eligible to receive one level of Educational Incentive at any given time. Levels can not be compounded.

- 1. First Level:** All employees who achieve 30 college units shall receive a sum of \$42.50 per month.
- 2. Second Level:** All employees who have an Associate's Degree or 60 college units shall receive a sum equivalent to 2.5% of base monthly salary. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
- 3. Third Level:** All employees who have a Bachelor's Degree from an accredited school shall receive a sum equivalent to 5% of the base monthly salary. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.

An educational incentive shall commence at the beginning of the month following approval by the Fire Chief or their designee. The bargaining unit member is responsible for providing the Fire Chief or their designee with all necessary proof of meeting the requirements. This shall include, but is not limited to, copies of all certificates or degrees for which benefits are requested.

Education Incentive Pay is defined as compensation in accordance of [California Code, Government Code - GOV § 20636](#) and [California Code Of Regulations, title 2 § 571](#).

(Chief Officers MOU)

Exhibit D

Standards for Educational Incentives

The purpose of the Educational Incentive Program is to encourage employees to pursue and attain a higher level of education and training. Once an employee attains a certain level of education, they will receive the incentive specified below for that specific level only. Employees are only eligible to receive one level of Educational Incentive at any given time. Levels can not be compounded.

- 1. First Level:** All employees who achieve 30 college units shall receive a sum of \$42.50 per month.
- 2. Second Level:** All employees who have an Associate's Degree or 60 college units shall receive a sum equivalent to 2.5% of base monthly salary. Base salary will be established by the salary table in Section 3 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
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An educational incentive shall commence at the beginning of the month following approval by the Fire Chief or their designee. The bargaining unit member is responsible for providing the Fire Chief or their designee with all necessary proof of meeting the requirements. This shall include, but is not limited to, copies of all certificates or degrees for which benefits are requested.

Education Incentive Pay is defined as compensation in accordance of [California Code, Government Code - GOV § 20636](#) and [California Code Of Regulations, title 2 § 571](#).

MEMORANDUM OF UNDERSTANDING
BETWEEN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1775 AND ROSS VALLEY FIRE DEPARTMENT

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ATTACHMENTS:

- Exhibit A Civil Service System
- Exhibit B Rules and Regulations
- Exhibit C Leave of Absence Without Pay
- Exhibit D Education Incentive
- Exhibit E Required Mess Policy
- Exhibit F Modified Duty Policy
- Exhibit G Drug and Alcohol Testing Policy
- Exhibit H Seniority List
- Exhibit I 30 minute drive time map

MEMORANDUM OF UNDERSTANDING
BETWEEN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1775 AND ROSS VALLEY FIRE DEPARTMENT

The salaries, hours, fringe benefits and working conditions set forth herein have been mutually agreed by the designated bargaining representatives of Ross Valley Fire Department (hereinafter "Authority") and International Association of firefighters Local 1775 (hereinafter "Association").

1. RECOGNITION AND COOPERATION

- a. Authority, by Section 17e of the Joint Powers Agreement of February 21, 1982, has recognized Association as the exclusive bargaining representative for all full-time employees of Authority other than the Chief, Administrative Assistant, Fire Inspector, and Firefighter Apprentices.
- b. Both parties recognize their mutual obligation to cooperate with each other to assure service of the highest quality and efficiency to the residents of Authority's territory.
- c. Authority semi-annually shall furnish to Association a list of the names, classifications, and addresses of all employees in the Unit, and to each employee a statement of net accrual of vacation and sick leave.

2. SALARIES

- a. The monthly salaries payable to full-time employees covered by this agreement shall be as follows:

Effective July 1, 2019, all classifications in the bargaining unit salaries shall be increased by 3.0%.

<u>Effective 07/01/2019</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Captain		8,618	9,049	9,501	9,977	10,474
Firefighter/Engineer		7,413	7,784	8,172	8,582	9,010

Effective July 1, 2020, all classifications in the bargaining unit salaries shall be increased by 3.0%.

<u>Effective 07/01/2020</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Captain		8,877	9,320	9,786	10,276	10,788
Firefighter/Engineer		7,635	8,017	8,417	8,839	9,281

Effective July 1, 2021, all classifications in the bargaining unit salaries shall be increased by 3.0%.

<u>Effective 07/01/2021</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Captain	9,143	9,600	10,079	10,584	11,112
Firefighter/Engineer	7,864	8,258	8,670	9,105	9,559

- b. Step placement and advancement shall be in accordance with the provisions of Section 11 of Authority's Civil Service Rules and Regulations, appended hereto as Exhibit "A'.
- c. Any Firefighter/Engineer assigned and working as Acting Captain shall be paid at a step in the salary range for Captain corresponding to the employee's step in the Firefighter/Engineer range.
- d. Any Captain assigned and working as an Acting Battalion Chief shall be paid at Step A in the salary range for Battalion Chief, as per Battalion Chief MOU.
- e. Hourly rates for 56-hour employees shall be calculated by dividing an employee's monthly salary by 242.
- f. The difference between each step (A through E) will be set at 5%.
- g. Employees are eligible for the first step increase after 12 months of employment and every 12 months thereafter until Step "E" is reached.

3. WORKING HOURS AND OVERTIME

- a. During the term of this agreement, the normal Fire Duty Cycle for Firefighter/Engineer and Captain shall consist of two twenty four (24) hour shifts followed by ninety-six (96) hours off duty. Shifts shall not exceed forty-eight (48) hours duration, commencing at 7 o'clock a.m. Regular overtime is time worked by a Firefighter/Engineer or Captain, beyond forty-eight (48) hours in the standard fire duty cycle. For purposes of computing regular overtime, vacation, sick and compensatory time shall be considered time worked.
- b. Overtime for Fair Labor Standards Act (FLSA) purposes is time worked by a Firefighter/Engineer or Captain beyond one hundred eighty-two (182) hours in a twenty-four (24) day work period (as that term is used by the wage and hour division of the Department of Labor) and is the time frame in which hours worked will be counted for the purpose of computing overtime under FLSA regulations.
- c. All overtime work authorized by the Chief or his/her designee shall be paid at time and one-half. Employees shall have the option to accumulate Compensatory Time Off (CTO) in lieu of pay for overtime worked. CTO may be accumulated at a rate of 1.5 to 1.0 up to a total of 240 hours maximum, and may be taken at a time mutually convenient to the employee and employer and subject to the vacation schedule. Total accumulated hours by employee will be calculated on July 1 of each year. Employees who have

accumulated more than 240 hours as of July 1 will be notified by the employer of that fact, and allowed to schedule time off to bring the hours accumulation to below 240 hours. CTO in excess of one (1) hour shall be calculated in 1/2 hour increments. No employee shall be allowed to carry more than 240 comp time hours on the books.

- d. All overtime worked, up to a maximum of eight (8) hours, shall be computed at a minimum of one-hour overtime computed on a 40 hour work week overtime rate. For time worked between 8 and 12 hours, the employee shall be paid eight (8) hours at the 40 hour work week overtime rate and the remainder at the 56 hour work week overtime rate. If an employee works in excess of 12 hours, all time worked will be paid based on a 56 hour work week rate.

Any class attended included in the Employee Development Program 4.3.1.11, shall accumulate Compensatory Time Off (CTO) in lieu of overtime pay at the 56 hour work week overtime rate.

- e. Employees may exchange shifts in accordance with the shift trade policy appended hereto as Exhibit "B".
- f. The Chief may assign, at his or her discretion, for a period not exceeding thirty (30) days, any employee to work on a typical 40-hour per week schedule for administrative projects. If the assignment is to exceed thirty days, there must be the mutual consent of the Fire Chief and the employee.
- g. Employees required to appear in court or other official hearings pertaining to District business shall be granted a leave of absence with pay from their assigned duty until released by the Court. Employees required to appear in Court or other official hearings, pertaining to District business, other than during their regular tour of duty shall receive a minimum of four (4) hours pay at the overtime rate and shall appear in Class A uniform. The Fire Department, when informed, shall provide appearance information for the employees. This information shall be made available, if known, by 6:00 p.m. on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for notifying the Duty Chief after 6:00 p.m.
- h. The pay rate of all overtime hours, including overtime hours defined by this MOU, shall be the "regular rate of pay," as that term is defined by 29 U.S.C Section 207(e). The Parties agree that the regular rate of pay includes the following: holiday in-lieu pay, education incentive, living-in-district pay, paramedic pay, and out-of-grade pay. The Parties agree that this list is not exhaustive and may change in the future to ensure continued compliance with FLSA. The regular rate compensation shall be divided by the number of regularly scheduled hours per work period.
- i. Compensatory time-off hours subject to cash out either during employment or separation shall be paid out at the regular rate of pay.

4. HOLIDAYS

- a. Holiday time off shall not apply to Captains, or Firefighter/Engineers covered

by this agreement. In lieu thereof, regular full-time employees shall receive one-half shift's pay for each of the following holidays:

New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Admission Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; December 24, 1/2 day; Christmas Day; December 31, 1/2 day. In addition to the above, any other single day appointed by the President of the United States or the Governor of California and observed by the Authority as a public fast, Thanksgiving or holiday.

- b. Holiday in-lieu pay shall be paid in twenty-four (24) semi-monthly pay checks.

5. VACATION

- a. During the term of this agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of continuous service in accordance with the following schedule:

MONTHS OF SERVICE			ANNUAL VACATION ENTITLEMENT		MAXIMUM VACATION ACCRUAL	
Start	through	36	5	24-hour shifts	7.5	24-hour shifts/180 hrs
37	through	84	7	24-hour shifts	10.5	24-hour shifts/252 hrs
85	through	144	9	24-hour shifts	13.5	24-hour shifts/324 hrs
145	through	180	10	24-hour shifts	15	24-hour shifts/360 hrs
181	and over		12	24-hour shifts	18	24-hour shifts/432 hrs

- b. Vacation time shall be accumulated monthly from the outset of employment.
- c. An employee may not have any more than eighteen (18) months vacation accrual at any time.
- d. An employee who resigns, retires, is laid off or discharged, and who has earned vacation time to his/her credit, shall be paid for said earned vacation as of the effective date of the termination.
- e. Vacation shall be accumulated in accordance with the schedule set forth in paragraph 5-a. of this agreement only for time actually worked. The following shall be treated as time worked for purposes of this subsection: paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charged leave for work-connected illness or injury if the disability is determined to be temporary.
- f. A maximum of 72 hours of vacation may be taken in advance of accrual, if approved by the Chief as convenient to Authority.
- g. An employee who is on 4850 time shall have his or her maximum vacation accrual cap suspended until the employee returns to full duty. From the date the employee returns to full duty, the employee shall have six (6) months to reduce his or her accrued vacation. At the end of the sixth month the maximum vacation accrual cap shall be implemented. If an employee has not reduced the vacation balance below their vacation accrual cap within the six month period, the Fire Chief, at his/her discretion, may grant

additional time as long as the employee has demonstrated reductions in his or her vacation accrual balance and can show extenuating circumstances for why he or she was not able to reduce the vacation balance.

6. SICK LEAVE

- a. Disability of a Firefighter/Engineer or Captain resulting from a work-connected illness or injury shall be compensated exclusively in accordance with Labor Code 4850. Time off work of a Firefighter/Engineer or Captain resulting from illness or injury not connected with work for Authority shall be charged against accrued sick leave, provided in case of absence caused by compensable injury sustained while gainfully employed by a commercial employer, the employee shall remit to Authority any temporary disability compensation provided under the Workers' Compensation law.
- b. During the term of this agreement, all regular full-time employees shall accrue one-half shift of sick leave for each month or major fraction thereof worked. Sick leave shall accrue only for time actually worked. The following shall be treated as time worked for purposes of this subsection; paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charged leave for work-connected illness or injury if the disability is determined to be temporary.
- c. Unused sick leave shall accumulate up to a maximum of 60 shifts (for 24 hour personnel) for the purposes of payoff as per the MOU at time of retirement, but no maximum for the use of such sick leave as per this M.O.U. Separation/retirement payoff will be limited to this maximum factor of 60 shifts as per the MOU. Employees with an excess of six months as of 7/1/02 shall maintain that cap limit as the maximum sick leave accumulation allowable for payoff purposes. **See Exhibit "J" for this cap limit.**

Members, with an excess of 60 shifts as of 7/1/02, using sick leave will have such leave deducted from this maximum total for payoff purposes.
- d. In case of necessity, up to seventy-two (72) hours of sick leave may be taken in advance of accrual if approved by the Chief.
- e. In the event of illness or injury of a person having a close familial relationship with an employee covered by this agreement, up to seventy-two (72) hours of sick leave per contract year may be taken as familial care leave. A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grand- parents, grandchildren, brothers, sisters or any other person identified by law.
- f. In case of the death of a person having a close familial relationship with an employee covered by this agreement, up to seventy-two (72) hours of sick leave per contract year may be taken as bereavement leave. A familial relationship is defined by Exhibit B (h) "IMMEDIATE FAMILY". The immediate family of an employee shall include: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, step children or any other person approved by the Chief.

- g. A physician's certificate in a form acceptable to the Executive Officer may be required by the Chief or Executive Officer before any absence is charged against sick leave, or before return to work is permitted after extended illness or serious injury. All illnesses or injuries that result in more than two months off from full duty will require a Department selected physicians release before a return to full duty.
- h. Association recognizes the right of Authority to verify sick leave.
- i. An employee using less sick leave in a contract year than he/she has accrued in that year may elect to transfer twenty five percent (25%) of the excess to his/her vacation accrual, or may elect to have equivalent cash contributed to the Supplemental Retirement Program (deferred compensation).
- j. Retirees shall receive 100% credit for accumulated sick leave, said credit to be added to his/her length of service at retirement. In the alternative, the cash value of 50% of accumulated sick leave, subject to paragraph (c) above, will be contributed to the employee's Retiree Health Savings Plan.
- k. If an employee is unable to return to work before his/her sick leave accrual is exhausted, charge shall be made against compensatory time accrual or vacation accrual.

7. SPECIAL LEAVE

- a. Military leave with pay shall be granted in accordance with and not exceeding the requirements of applicable federal and state laws.
- b. Jury leave with pay shall be granted to an employee called for potential jury duty or serving on a jury, provided he/she endorses over to Authority any compensation received therefore.
- c. Leave of absence without pay may be granted by the Chief for up to seven (7) calendar days, or by the Executive Officer upon recommendation of the Chief for up to ninety (90) calendar days, only in accordance with standards appended hereto as Exhibit "C".
- d. Family leave shall be granted in accordance with the Federal FMLA of 1993 and the CFRA of 1991. Requests for Family leave are submitted to the Fire Chief for approval and reviewed for consistency with the law prior to approval.

8. HEALTH BENEFITS

- a. **Plan Health Insurance – Active Employees:** The Authority's monthly contribution for employee and the employee's eligible dependents shall be in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA).
- b. **Cafeteria Plan:** The Authority will provide a benefit program whereby the Authority will make a fixed donation to each employee's account during each month for benefits, and the employee will be given the maximum amount of flexibility allowed by the various plans to apply the contribution to the

benefit(s) he/she prefers. For the term of this contract, the amount of the cafeteria plan shall be an amount equal to the full family cost of Kaiser (PERS Kaiser Bay Area Plan), less the Minimum Employer Contribution (MEC) established by the PEMHCA. Cafeteria benefits may be used for health insurance, dental insurance, life insurance, disability insurance, and cash-in-lieu of medical payments to the employee. The cash-in-lieu payment, however, cannot exceed \$270 per month. Cash-in-lieu will be increased to \$320 per month if FLSA is amended or a final and binding federal court ruling is made which would allow cash-in-lieu payments to be excluded from the regular rate of pay. The increase would be effective the pay period after the Authority informs the Association in writing of its desire to no longer include cash-in-lieu payments in the regular rate of pay calculation

- c. Employees will be allowed to change their utilization of the benefit plan only once per year, during the PERS Open Enrollment Period of each calendar year. The benefits upon which this amount of money may be distributed are: the premium for the Public Employees Retirement System Health Care Act, the premium for the dental plan, and the premium for disability and life insurance.
- d. Employees will be given an annual statement of the amounts paid to each option. Employees choosing to waive participation in one or more insurance programs may do so only after providing acceptable proof of equivalent coverage through other sources.
- e. Authority agrees to provide per Government Code Section 22850 the benefits of the Public Employees' Medical and Hospital Care Act for all employees and annuitants (retirees).
- f. Authority agrees to continue to pay the health, dental, and life insurance premiums for those employees who have been injured off the job and chose to go on the private insurance plan, and therefore off of salary status. The Authority also agrees that the seniority of that person will not be affected. This is for a maximum of six (6) months unless both parties agree to continue thereafter.

9. UNIFORM, EDUCATION INCENTIVE, AND HOUSING ALLOWANCES

- a. Authority agrees to pay during the term of this agreement to each regular full-time employee covered by this agreement who is required to maintain a uniform, a uniform allowance at the rate of \$720 per year, payable at a rate of \$30 per pay period.
- b. An employee who qualifies for education incentive under the standards appended hereto as Exhibit "D" shall for the duration of such qualification receive such incentive as established by Exhibit "D".
- c. Any member who maintains his/her residence within the County of Marin shall receive a housing allowance of \$200.00 per month.
- d. Any member who maintains his/her residence outside the County of Marin, but within a thirty (30) minute drive time to station 19 as shown on a map in Exhibit I shall receive a housing allowance of \$100.00 per month.

10. PARAMEDIC PROGRAM

- a. For the term of this agreement, in recognition that Ross Valley Paramedic Authority reimburses Ross Valley Fire Department for the cost of the engine company paramedic program, State licensed, Marin County accredited Captain or Firefighter/ Paramedics who are designated and serving as a Paramedic on an engine company shall receive a professional pay differential equal to 11 percent of base salary. This differential shall be based on and added to the current step of the Captain or firefighter/paramedic.
- b. Personnel designated and serving as Firefighter/Paramedic shall be expected to continuously maintain their Marin County Paramedic Accreditation unless released from the requirement by the Department. A firefighter/paramedic, upon promotion to Captain, will no longer be eligible for paramedic incentive pay, used to fill minimum daily paramedic staffing, and will be responsible for maintaining his/her certification if he/she desires to continue to remain paramedic certified in Marin County. Individuals currently working as Captain/Paramedic prior to July 1, 2015 may continue to work as a paramedic, including minimum daily paramedic staffing. A Captain or Firefighter/Paramedic who wishes to drop the County certification and stop functioning as a Captain or Firefighter/Paramedic will only be allowed to do so at the time of designation of a new Firefighter/Paramedic or, with the approval of the Chief, for valid reasons and will no longer be eligible for professional pay differential.
- c. The Department will set as a minimum standard for Paramedics the possession of current certificates for PALS or equivalent, PHTLS or equivalent and ACLS. It will be the individual responsibility of each Paramedic to maintain these certifications and any others mandated by the State of California and/or the County of Marin. All such recertifications will be completed by each paramedic in a timely manner so that no portion of a certification or minimum standard lapses during the course of employment as a Firefighter/Paramedic by the Ross Valley Fire Department.
- d. The maintenance of professional competency is the joint responsibility of the RVFD and each paramedic. The Department will allow each paramedic thirty-two (32) hours per fiscal year to maintain these skills. The RVFD and the RVFFA will work together to determine the best way to transition to the fiscal year. If the paramedic chooses to attend such skills maintenance on duty, then a replacement will be hired if needed. If the paramedic wishes to attend off duty, he or she will be compensated at no more than eight hours of overtime per day.
- e. Firefighter/Paramedics attending training during the duration of this contract utilizing funding either from the Department or an outside entity will be expected to remain with the Department, utilizing these skills, for a period of no less than three years from date of accreditation by the County. In order to facilitate this, both management and labor, at accreditation, will agree upon the dollar amount for such training items as tuition, books, etc. invested in each student. If the Firefighter/Paramedic leaves the Department to work for another Department within the first year after accreditation, then the entire amount will become due and payable to the funding entity. If the Firefighter/Paramedic leaves the Department to work for another Department within the second year after accreditation, then two-thirds of the

amount will become due and payable to the funding entity. If the Firefighter/Paramedic leaves the Department to work for another Department within the third year after accreditation, then one third of the amount will become due and payable to the funding entity. All such payments shall be on a prorated basis and be deducted from any final separation check. All personnel affected by this section will be required to sign a statement to the above stipulation prior to the entry into any such Paramedic program.

11. RETIREMENT

- a. For “Classic Members” as defined by CalPERS, the Authority agrees to contract with CalPERS for the 3% at 55 Retirement Plan including 1959 Survivor Benefits Section 21382.4 (Third Level), post retirement survivor benefits, and highest one year final compensation for safety members covered by this agreement.

“New Members”, as defined by CalPERS, shall be subject to all provisions of the Public Employees’ Pension Reform Act, PEPRA.

- b. **Health Insurance – Retirees:** For any employee who retires during the term of this agreement, the Authority agrees to maintain health insurance coverage and to pay the amount required by P.E.R.S. toward the premium cost thereof, provided the retiree remits to the Authority any further payment due, secures Medicare coverage when eligible, and subject to the following:

Effective January 1, 2014, for retirees who meet the eligibility requirements for retiree healthcare insurance, the Authority’s monthly contribution for the retiree and the retiree’s eligible dependents shall be in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA), and in addition;

For Employees Hired Before April 1, 2013: All employees hired prior to April 1, 2013, upon retirement, who meet the eligibility requirements for retiree healthcare insurance, will be reimbursed for healthcare premium costs by the Authority as follows:

Retiree reimbursement will be based on the current Authority share, as determined by CalPERS, as of January 1, 2013, less the amount already paid, Minimum Employer Contribution (MEC) established by PEMHCA, and will increase by a maximum of \$100 per month, annually until such time the Authority’s contributions for retirees is the same as active members (as established in the Cafeteria Plan section). The maximum \$100 per month, annual increase includes increases to the PEMHCA minimum. Retiree health plan options where the Authority’s contribution is the same as active members, the \$100 per month annual increase maximum does not apply.

Medicare eligible retirees must apply for and receive Medicare benefit to be eligible for full reimbursement.

Employees Hired After March 31, 2013: All employees hired after March

31, 2013, upon retirement, will be eligible for the Minimum Employer Contribution (MEC) established by PEMHCA, with no additional reimbursement from the Authority.

On August 1, 2013, the Authority established a Retirement Health Savings plan (RHS) for all employees hired after March 31, 2013. An amount equal to four (4) percent of the "Step E" salary for the Firefighter/Engineer, as established in Section 2, Salaries. The four (4) percent contribution includes the recognition of the two (2) percent salary contribution.

Retirement Health Saving Plan (RHS) Contributions

	Authority Contribution	Employee Contribution
Step E of the Firefighter/Engineer base Salary	2.0%	2.0%

- c. Retirees shall be eligible to receive credit for some unused sick leave upon retirement, in accordance with Section 6-j of this agreement.
- d. Authority agrees to implement the provisions of Section 414(h) (2) of the Internal Revenue Code whereby the employee P.E.R.S. contribution is removed from gross salary for tax purposes.
- e. The Authority will continue to provide a deferred compensation plan for all employees. It will be administered by a committee on which both parties to this agreement will be represented.
- f. Starting January 1, 2015, employees will pay the entire Employee Contribution.
- g. Authority and the Association agree to a mandatory retirement age of 65 years for all employees covered by this agreement.

12. WORKING CONDITIONS

- a. An employee required to use his/her private vehicle for Authority business shall be reimbursed at the current rate recognized by the I.R.S.
- b. Authority agrees that during the term of this agreement, a minimum emergency response force of nine (9) Firefighter/Engineers, Captains, and/or Battalion Chiefs of which two (2) must be Captains will be maintained, subject to the following conditions and limitations:
 - 1) Twenty-four (24) hour shift employees assigned to inspection, training, maintenance or other duty to be counted as within emergency response force.
 - 2) Regular shift assignments to be supplemented by overtime, trained volunteers or management employees, as needed, in that order of availability.

- 3) No engine company to consist of fewer than, and no station to operate with less than two (2) Captains, Battalion Chiefs and/or Firefighters.
 - 4) The minimum standard may be waived by the Chief in the event of multiple work-connected injuries, prolonged mutual aid response to another jurisdiction, similar major emergency, or combination of such factors.
 - 5) At all times there must be a Chief Officer or acting Battalion Chief on duty or available.
- c. There shall be a required mess in accordance with the policy statement appended hereto as Exhibit "E".
 - d. Association members shall not engage in a business or calling while off-duty on sick leave with pay or disability leave with pay that would aggravate the injury, prolong the time required to be off duty, or exceed the number of hours being worked before the injury.
 - e. There is a restricted duty policy in accordance with the policy statement appended hereto as Exhibit "F".
 - f. The Authority agrees to provide for all employees subject to this agreement the IRS Section 125 benefit.
 - g. The Drug and Alcohol testing policy and procedure is appended hereto as Exhibit "G".
 - h. The Association agrees that EMT 1 Certification is a condition of employment for Captain and Firefighter/Engineer.

13. REDUCTION IN FORCE

Per Civil Service Rules and Regulations, appended hereto as Exhibit "A", supplemented by agreed seniority list.

14. GRIEVANCE PROCEDURE AND DISCIPLINARY ACTION:

Per Civil Service Rules and Regulations, appended hereto as Exhibit "A".

15. PERFORMANCE GUARANTEES

- a. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing with Authority that all matters of controversy within the scope of this agreement shall be settled by the grievance procedure referred to by Section 14 of this agreement.
- b. Each party consents to, and waives any defenses against, an injunctive action by the other party to restrain any violation of this section.

16. EXISTING LAWS MID ORDINANCES; EXISTING BENEFITS

- a. This agreement is subject to all existing laws of the State of California, and to Authority's Resolution 82-1 (Resolution establishing policy and procedure for administration of employer-employee relations) appended hereto as Exhibit "I". Authority, 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. In case of conflict between this agreement and provisions of an Authority Resolution other than Resolution 82-1, this agreement shall govern.
- b. Changes in existing benefits or purported existing benefits not encompassed by the provisions of Section 16-a of this agreement shall be made only following notice to and negotiation with Association. Such changes shall be subject to the grievance procedure. No change in such existing benefits or practices shall be made unless required by operational necessity or unless it will improve the efficiency of the department without affecting or diminishing the health or safety of any employee.

17. DUES WITHHOLDING

- a. 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 Department. The Association shall certify to the Department the identity of such members and the amount of the payroll deductions.
- b. The parties agree that upon certification of the Association that it has and will maintain employee's written authorization, the Department will deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the Department, without delay, along with a list of the employees who have had said dues deducted. Such dues deductions shall continue so long as the modified in accordance with the process outlined below.
- c. If an employee of the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the Department 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 Department and is subject to the terms and conditions set forth in the original payroll deduction/authorization. The cancellation will be promptly processed by the Department.
- d. The Association, to the extent permitted by law, shall indemnify, hold harmless, and defend the Department 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 Department'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 Department shall promptly give written notice of any claim to the Association, (ii) the Department 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 Department 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 Department in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the Department, or agreeing to any injunctive relief or consent decree being entered against the Department without the consent of the Department. 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 Department.

18. 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, except as specifically provided in Section 2-a, 16-b, and 18 of this agreement, notwithstanding any provision of law to the contrary.

19. SEVERABILITY

If any article or section of this agreement shall be held to be invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should 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.

20. Personnel Policies and Procedures

The Association agrees to begin to meet and confer with the Department regarding proposed modifications to the Personnel Policies and Procedures, which are within the scope of bargaining, within thirty (30) days of written notification provided to the Association from the Department; and are subject to the full meet and confer requirements of the MMBA. No implementation of any Personnel Policy and/or Procedure can be made unless the parties have reached agreement on the Personnel Policy and/or Procedure is reached or the impasse process has been completed.

21. Deployment Model Modification

The Association agrees to begin to meet and confer with the Department

regarding proposed deployment model modification within (30) days of written notification provided to the Association from the Department; and are subject to full meet and confer requirements of the MMBA, and no implementation can be made unless and until full agreement has been reached, or the impasse process completed.

22. TERM

- a. This agreement shall be in effect from **July 1, 2019 through June 30, 2022**. It shall continue in effect thereafter from year to year unless either party gives at least one hundred twenty (120) days notice to the yearly anniversary date to terminate or modify this agreement.
- b. Notwithstanding Section 22-a; continuation of this agreement after *June 30, 2015*, may be voided by operation of Section II-A-I of Authority's Resolution 82-1. (Exhibit 1)
- c. Upon the giving of notice provided herein, the parties shall meet, collectively negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Every effort shall be made to complete such negotiations prior to the end of the contract term.
- d. Upon ratification of this agreement by the Ross Valley Fire Board, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by Association or the Executive Officer for the period of this agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this agreement.

23. MANAGEMENT RIGHTS

The Ross Valley Fire Department retains, solely and exclusively, all the rights, powers and authority held prior to the execution of this agreement, except as expressly limited by a specific provision of this agreement.

If a matter in the exercise of these management rights occurs, such as a management decision which impacts an area within the scope of labor representation, as defined by the Myers-Milias-Brown Act, the Ross Valley Fire Department management staff and labor unit agree to give notice and to meet and confer until the issue is resolved.

24. REVENUE ENHANCEMENT

During the term of this agreement, both labor and management agree to explore options for revenue enhancement that could be used to meet the increasing needs of the fire authority and its employees.

/

IN WITNESS WHEREOF THE parties have caused their duly authorized representatives to execute the within agreement on this 14th day of August, 2019.

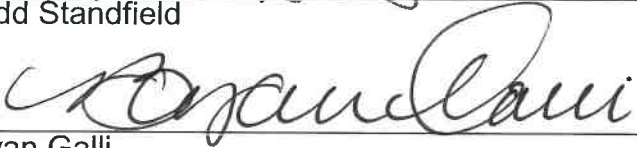
ROSS VALLEY FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1775



Sid Jamotte



Todd Standfield

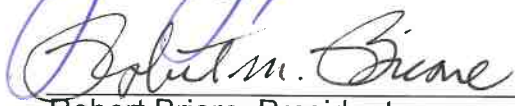


Bryan Galli

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1775



John J. Grey, Attorney



Robert Briare, President

ROSS VALLEY FIRE DEPARTMENT



Garrett Toy, Executive Officer

Attest:



JoAnne Lewis, Administrative Assistant
Clerk

EXHIBITS

- Exhibit A - Civil Service System
- Exhibit B - Rules and Regulations
- Exhibit C - Leave of Absence Without Pay
- Exhibit D - Education Incentive
- Exhibit E - Required Mess Policy
- Exhibit F - Modified Duty Policy
- Exhibit G - Drug and Alcohol Testing Policy
- Exhibit H- Seniority List
- Exhibit I - 30 Minute Drive Time Map

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(Exhibit A)

RESOLUTION NO. 01-02 – REVISION OF EXISTING CIVIL SERVICE SYSTEM

Section 1. Personnel System adopted.

Pursuant to the authority granted by Sections 45000 et seq. of the Government Code of the State of California, a personnel system is hereby adopted by the Ross Valley Fire Service (“Authority”)

Section 2. Findings and declarations.

It is the intent of this resolution to insure that:

- (a) Fair Employment. No question on any test, or in any application form, or by appointing authority, shall be so framed as to attempt to elicit information concerning sex, race, color, ancestry, national origin, political or religious opinion or affiliations, of an applicant. No appointment to or removal from a position in the classified service shall be affected or influenced in any manner by any consideration of sex, race, color, ancestry, national origin, political or religious opinion or affiliation.
- (b) All employees consistently provide service of high quality and efficiency to the residents of the jurisdictional area of the authority, receiving salaries, hours, fringe benefits and working conditions as set from time to time by collective bargaining agreement.

Section 3. Applicability.

The provisions of this Civil Service System shall apply to all applicants for and employees in all positions with Authority except for the Chief and temporary employees.

Section 4. Rules and regulations

Authority, by resolution, shall adopt and may amend from time to time, after agreement has been reached through the meet and confer process:

- (a) Personnel rules and regulations consistent with the intent of this resolution, a copy of which shall be attached hereto and incorporated herein as Exhibit “A”; and
- (b) A resolution establishing policy and procedure for the administration of employer-employee relations which shall be attached hereto and incorporated herein as Exhibit “B”.

Section 5. Personnel Officer.

The personnel officer shall be the executive officer of the authority as designated by the Board, and shall have the responsibility for administering the provisions of the Civil

Service System.

Section 6. Board of Review

- (a) Appointment. A Board of Review is constituted of five (5) members who shall be appointed as follows: two (2) members to be appointed by the employee bargaining agent; two (2) members to be appointed by the Authority Board; and the final member to be agreed upon by the parties after meeting and conferring. The members of the Board of Review shall serve staggered terms of six (6) years, the initial terms to be agreed upon by the Board, and the employee organization. All members of the Board of Review shall be residents of the jurisdiction to be served by the Authority and have a reputation for fairness and impartiality. A vacancy shall be filled by appointment by either the Authority Board or the employee organization, should either of their appointed seats become vacant, or by agreement by the Authority Board and the employee organization should the fifth member cease to serve. A three-fourths (3/4) vote of the Authority Board shall be required to remove any member of the Board of Review prior to the expiration of his or her term.
- (b) Functions. The Board of Review shall:
- (1) Hear and decide appeals from disciplinary actions instituted under Section 8 hereof;
 - (2) Hear and decide grievances pursuant to the procedure established by the rules and regulations and the employer-employee resolution adopted pursuant to Section 4 hereof;
 - (3) Hear and advise on citizen complaints against employees pursuant to the rules and regulations adopted pursuant to Section 4 hereof.
 - (4) Upon its own motion may, or when requested by the Authority Board or the Executive Officer shall, investigate and make recommendations on any matter of personnel policy.
- (c) Subpoena; powers; Oaths; Counsel; Right of discovery.
- (1) In any hearing, the Board of Review shall have the power to examine witnesses under oath and compel attendance or the production of evidence by subpoenas issued in the name of the Authority and attested by the Secretary to cause the Sheriff of the County of Marin to serve a subpoena issued by the Board and the refusal of a person to attend or to testify in answer to such subpoena shall subject such person to prosecution in the same manner set forth by law.

- (2) Each member of the Board of Review shall have the power to administer oaths to witnesses.
- (3) At any stage of any disciplinary, grievance, or citizen complaint action under this chapter, each party may be represented by a representative of his/her choice, and each party shall have the right to obtain the names of witnesses to be called and to examine relevant documents to be submitted by the other party.
- (d) Hearings. All hearings of the Board of Review shall be closed, unless the appellant, grievant, or person charged requests an open hearing.
- (e) The decision of the Board of Review shall be binding on the parties but shall in no way restrict the right of any party to seek review by a Court of competent jurisdiction.

Section 7. Appointments.

All appointments to the positions specified in Section 3 shall be made by the Chief in accordance with the rules and regulations pursuant to Section 4 hereof.

Section 8. Disciplinary actions.

- (a) Definition. A disciplinary action is a dismissal, demotion, reduction in compensation, suspension without pay, the placing in an employee personnel file of any document which constitutes a written reprimand, or any transfer for punitive reasons.
- (b) Authority. A Chief Officer may take a disciplinary action provided the procedural and appeal requirements are followed as set forth in the rules and regulations adopted pursuant to Section 4 hereof.

Section 9. Abolition of positions

Whenever in the judgment of the Authority it becomes necessary in the interests of economy or because need for a position no longer exists, the Authority Board may abolish any position and lay off the employee holding such position provided that the procedures outlined in the rules and regulations are followed.

(Exhibit B)

ROSS VALLEY FIRE SERVICE

RESOLUTION NO. 01- 02 - REVISION OF EXISTING CIVIL SERVICE SYSTEM

RULES AND REGULATIONS

Section 1. Adoption.

Pursuant to Section 4(a) of Resolution No. 01- 02, the following personnel rules and regulations hereby are adopted.

Section 2. Definitions.

- (a) "APPLICANT". A person who has filed an application for employment or examination on a form supplied by the Personnel Officer or designee.
- (b) "CERTIFICATION". The establishment of an eligible list by the Personnel Officer or designee and the submission by him/her of the names of eligibles to the Chief.
- (c) "CLASS". All positions sufficiently similar in duties, authority and responsibility, to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- (d) "DEMOTION". A change in status of an employee from a position in one class to a position in another class having lesser duties and responsibilities, lower qualifications and a lower maximum rate of compensation.
- (e) "DISMISSAL". The termination of an employee for cause.
- (f) "ELIGIBLE LIST". A list of persons who have qualified for a position as a result of competitive examination.
- (g) "GRIEVANCE". Any dispute arising under or claimed violation, misinterpretation, inequitable application of, or noncompliance with provisions of the collective bargaining agreement, State law, or Authority resolution, rule, regulation or existing practice affecting the status or working conditions of employees.
- (h) "IMMEDIATE FAMILY". The immediate family of an employee shall include: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, step children.
- (i) "LAY-OFF". The involuntary separation of an employee due to the abolition of his/her position.
- (j) "PERMANENT EMPLOYEE". An employee who has successfully completed his/her probationary period and has been retained as hereafter provided in these rules.

- (k) "PROBATIONARY PERIOD". A working test period during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position, as hereinafter provided.
- (l) "PROMOTION". The movement of an employee from one class to another class having a higher maximum rate of pay.
- (m) "SENIORITY" Length of service with Authority or its predecessors in probationary or permanent status, continuous other than for absence(s) of less than one year, or mandatory military service, as evidenced by seniority list attached to collective bargaining agreement.
- (n) "TYPES OF SERVICE."
 1. Full-time. A full time employee works the normal number of working hours for the position.
 2. Part-time. A part-time employee works a fraction of the normal workday but normally follows a pre-determined fixed pattern of working hours.
 3. Intermittent/Seasonal. An intermittent or seasonal employee may work a normal day or a fraction thereof.

Section 3. Classification Plan.

A position classification plan shall be established and maintained by the Personnel Officer, applicable to all positions covered by Resolution #01- 02. The Plan shall provide a description of each class of positions, that is, each group of jobs which are sufficiently similar that the same title may be used, the same qualifications required, and the same salary applied with equity. Each such description shall define the class, summarize principal duties, and state minimum qualifications directly related to effective performance.

Section 4. No Waiver of Rights

Neither a candidate for employment, nor any employee in the classified service, shall be required to sign any document whereby he/she waives any right or rights accruing to him/her under Resolutions 01- 02 or collective bargaining agreement.

Section 5 Recruitment

- a. General Standards. Applicants for employment shall meet such standards of education, experience, skills, abilities and personal and physical characteristics as are required for acceptable performance of the duties of the position.
- b. Minimum Standards. Applicants shall, prior to appointment, meet the minimum standards prescribed by applicable class specifications and shall:
 - (1) Pass a medical examination administered by a licensed physician selected and paid by Authority, to determine physical/psychological fitness

for the position.

- (2) Be subject to criminal record check to establish no conviction for a felony or for a misdemeanor involving moral turpitude.
- c. Board Member Ineligibility. A member of the Authority Board of Directors or Board of Review is ineligible to apply for employment during term of office and within one year thereafter. No immediate family member (as per Section 2 (definitions) # h)) of a board member shall be eligible for hire while that board member is serving on such Board.
- d. Announcements. Announcements of vacancies shall be publicized by posting and by advertising at least once in a newspaper of general circulation and by such other methods as the Personnel Officer deems advisable.
- e. Applications. Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certifications of one or more examining physicians or references. All applications must be signed by the person applying for the position.

Section 6. Examinations.

- a. Preparation. The Personnel Officer or designee shall prepare or contract for the preparation of such tests of knowledge, skill, ability and physical characteristics as may be required for a valid and equitable determination of the fitness of applicants for the position. The Personnel Officer or designee shall determine whether the examination shall consist of written, oral, performance or physical tests, or a combination thereof, and shall announce the selective weights assigned to each part of the examination for the purpose of scoring the results. The Personnel Officer or designee shall determine whether examinations shall be open or promotional, assembled or unassembled.
- b. Promotional. Promotional examinations may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service require. Only permanent employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations. There shall be no age limit for qualifying an employee within the classified services for a promotional examination.
- c. Disqualification. Applicants may be disqualified during an examination by the Personnel Officer for any of the reasons listed in Section 45200 of the Government Code of the State of California and the following:
 - (a) Possession of unauthorized materials, devices or anything of use or assistance in the examination;
 - (b) Copying the work of another applicant or reviewing examination sheets prior to commencement of the examination;

- (c) Arrival at the place of examination after the starting time.
- d. Scoring. For promotional examinations only, the Personnel Officer shall establish the minimum passing score for all parts of the examination. The final score of an applicant shall be based upon the scores of all the tests and evaluations included in the examinations. Failure of the applicant to pass one part of the examination shall be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. The Personnel Officer may, at his/her discretion, include as part of the examination, tests which are qualifying only.
- e. Five points shall be added to the final score of an entrance examination of any Authority volunteer in good standing for one year or more, or of any Authority volunteer in good standing for six months and an Explorer with Ross Valley in good standing for two years or more, who otherwise achieves a passing final score.
- f. Notification; Access. For promotional examinations only, each candidate shall be given written notice of the results thereof, and if successful, of his/her final score and/or rank on the eligible list. Any applicant who has completed a promotional examination, or his/her representative, shall have access to their own examination records for a period of ten calendar days following mailing of notice of the results. Said applicant within ten calendar days after his/her review of his examination records may file a written appeal as to the validity or scoring of the examination with the Personnel Officer, whose decision shall be final except in a promotional examination.

Section 7. Eligible Lists

- a. Content. As soon as possible after the completion of an examination, the Personnel Officer shall prepare an eligible list of the names of candidates who qualified in the examination, arranged in order of final scores from the highest to the lowest qualifying score. In the event two or more candidates receive the identical final average score (scores taken out to two decimal places), and the examination is weighted, the score earned by each candidate on the test given the greatest weight shall determine the position on the list. In the event that the tie still is not broken, names shall be arranged in alphabetical order and no candidate shall receive any additional consideration because of this arbitrary manner of listing competitors who have earned identical scores.
- b. Duration. Eligible lists shall remain in effect for one year, unless sooner exhausted, and if containing three or more names may be extended by action of the Personnel Officer for additional periods, but in no event shall an eligible list remain in effect for more than two years.
- c. Reemployment Lists. The names of probationary and permanent employees who have been laid off shall be placed on reemployment lists in order of seniority. Such names shall remain thereon for a period of three years unless such persons are sooner reemployed. When a reemployment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such list the number

of names equal to the number of vacancies to be filled, and the appointing power shall appoint such persons to fill the vacancies, at previous step and rank, subject to physical examination only.

d. Removal of Name

- 1) An applicant so requesting may have his/her name temporarily removed from an eligibility list for a time certain, without penalty.
- 2) The Personnel Officer shall remove from an eligibility list the name of any applicant who fails to respond to an inquiry within five business days of mailing, or to report for interview, or who declines appointment to a position, fails a medical examination, or does not report to work at time agreed.

Section 8. Appointments.

- a. Filling vacancies. All vacancies in the classified service shall be filled first by reemployment, second from an appropriate eligibility list if available. Otherwise temporary appointments may be made in accordance with subsection (f) below.
- b. Certification for Promotion. Upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.
- c. Certification for Entrance Positions. The Agency may use different types of entrance examinations. The first is an examination held solely by and for the Agency (type A), while the second type is one in which the Agency is part of a consortium or contracts with an outside agency to hold such examination (type B).
- d. In the event a type A examination has been used, upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.
- e. In the event that a type B examination has been used, the Authority shall convene an oral board that will immediately interview all candidates on the list and re-rank all of these individuals according to the needs of the Ross Valley Fire Department. Upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.
- f. Preappointment Action. The Chief may, in his/her discretion, interview one or more persons certified, may make reference and background checks or request the Personnel Officer to do so, and may require passage of a medical examination.

Passage of a medical examination is mandatory before initial appointment to a non-clerical position.

g. Probation

1) No original appointment is final or permanent until completion of a probation period of twelve (12) months. This period of twelve (12) months shall not include any time lost to sick or injury leave. During such period, the employee may be disciplined without regard to the requirements of Section 14 hereof, but otherwise shall be entitled to all benefits applicable to permanent employees. In case of marginal performance but reasonable expectation of improvement, a probation period may be extended for up to six months by mutual agreement of the employee and Chief, with approval of the Personnel Officer.

During the initial probation period for incoming firefighters, a probationary employee may be terminated without cause at any time. Written notice of termination shall be furnished the probationer by the Chief with a copy to the employee's personnel file. Persons rejected during the probation period shall have no right to appeal.

2) Probation does not apply to a promotional appointment. A promoted employee who fails to meet performance standards shall revert to his/her former rank.

h. Permanent Appointment. Permanent appointments may be full or part-time. Permanent appointments shall be made by the Chief from employees successfully completing the work performance evaluation period (probationary period).

i. Temporary Appointment. Temporary, emergency and seasonal appointments generally shall be made from eligibility lists in the same manner as regular appointments. If, however, an appropriate eligibility list does not exist, otherwise qualified persons may be appointed for periods not exceeding three months. Employees so appointed shall be notified in writing that the appointment is temporary.

Section 9. Promotion.

Insofar as consistent with the best interests of the service, all vacancies in the classified service shall be filled by promotion from within the classified service, after a promotional examination has been given and a promotional list established.

Section 10. Reinstatement.

A permanent employee who has resigned for a valid reason may within a two year period thereafter be reinstated to a vacant position of the same or similar class, without examination other than medical.

Section 11 - Salary Administration.

a. The salaries or rates of compensation prescribed in the collective bargaining

agreement are fixed on the basis of full-time service in full-time positions unless otherwise designated.

- b. The rates of pay prescribed shall be deemed to include pay in every form except for necessary expenses authorized and incurred incident to employment or except as herein provided.
- c. When a pay range for a given class is revised upward, the incumbents in classes affected shall have existing pay adjusted to the same relative step in the new pay range. Where a pay range is adjusted downwards, incumbents shall retain their same dollar amount of pay within the lower range, or if their present rate exceeds the maximum of the lower range, they shall continue to receive the same dollar amount, and such amount shall be considered a "Y" rate. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or reports. Such "Y" rate shall be cancelled on vacancy of the position.
- d. When an employee is promoted from one class to another class with a higher range of pay, he/she shall, as of the date of advancement to the new position, receive not less than the equivalent of a one-step increase. A new anniversary date shall be established for purposes of eligibility for future step increases as of the effective date of the promotion.
- e. In the event a new employee entering upon Authority employment is found to possess extraordinary qualifications for a position through former training or experience or in the event of demonstrated inability to recruit at the first step due to extreme scarcity of qualified personnel, the Chief with approval of the Executive Officer may authorize the appointment at a higher step than the first step of the salary range, such action to be reported to the Board of Directors at their next regular meeting.
- f. Step increases shall be upon an employee's anniversary date and will be given in conjunction with a satisfactory performance evaluation. A step increase will not be given unless a satisfactory performance evaluation is received.
- g. The withholding of a step increase due to lack of a satisfactory performance evaluation shall be subject to the grievance procedure.

Section 12. Position Abolition.

- a. Whenever a position is ordered abolished by the Authority Board, seniority shall be observed in reducing personnel and the order of lay-off shall be in reverse order of seniority. Lay-off shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the lay-off of any probationary or permanent employee.
- b. An employee subject to layoff may bump another employee in a lower related class from which the first employee has been promoted.

- c. An employee subject to layoff shall receive notice or severance pay in accordance with the following schedule:

Less than two years of continuous service - a minimum of two weeks notice, during which period employee shall continue to work.

After two years of continuous service - one month's severance pay, payable in a lump sum as of the termination date.

After five years of continuous service - three months' severance pay, payable in a lump sum as of the termination date.

After ten years of continuous service - six months' severance pay, payable in a lump sum as of the termination date.

In the event an employee is hired back within the severance pay period, the employee shall return to the agency an amount equal to the severance pay less the actual time laid off from the position.

Section 13. Grievance Procedure

- a. A grievance may be filed by any employee on his/her own behalf, or jointly by a group of employees, or by the collective bargaining representative.
- b. Within seven calendar days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by his/her immediate supervisor or at any appropriate level of authority. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.
- c. If the grievant believes that the grievance has not been redressed within seven calendar days, he/she may initiate a formal grievance within seven calendar days thereafter. A formal grievance can be initiated only by completing and filing with the Executive Officer a form provided by him/her for this purpose.
- d. Step 1
Within seven working days after a formal grievance is filed, the Chief or his/her representative shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.
- e. Step 2
 - 1. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, the party may, within not more than seven calendar days from his/her receipt of the Chief's decision, request consideration of the grievance by the Executive Officer by so notifying the Executive Officer in writing.
 - 2. Within fifteen calendar days after such notification, the Executive Officer shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing.
 - 3. If the decision of the Executive Officer resolves the grievance to the

satisfaction of grievant, it shall bind the Authority.

4. If the decision of the Executive Officer does not resolve the grievance to the satisfaction of grievant, grievant may file a final appeal to Step 3.
- f. Step 3
1. A final appeal to Step 3 may be filed, in writing, with the Executive Officer not more than seven calendar days from receipt by grievant of the Executive Officer's decision.
 2. At Step 3, the grievance may be determined by an arbitrator selected by mutual agreement between grievant and Executive Officer, provided they also agree on the issues to be arbitrated. Otherwise, the grievance shall be determined by the Board of Review. In such event, the decision of the Board of Review shall be made in writing within thirty calendar days after the filing of the appeal.
 3. The decision of the arbitrator or of the Board of Review, as the case may be, shall be final and binding on all parties.
- g. Any time limit may be extended only by mutual agreement in writing.
- h. An aggrieved employee may be represented by any person of his/her choice at any stage of the proceedings. A representative of the collective bargaining agent is entitled to be present at all meetings, conferences and hearings.
- i. All expenses of arbitration shall be shared equally by Authority and grievant.
- j. Failure on the part of Authority or grievant to appear before the arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.

Section 14. Disciplinary Action

- a. A disciplinary action as defined in Section 8 (a) of Resolution 01-02 shall be treated and processed as a grievance under Section 13 hereof, subject to the following further due process requirements:
- b. (In lieu of Step 1 of the grievance procedure) Before taking a disciplinary action against any permanent employee, the Chief shall:
 - (1) Furnish the employee with a written notice of the proposed action statement of the reasons therefore, statement of specific charges, and copies of the materials upon which the proposed action is based.
 - (2) Within five calendar days, conduct an informal closed hearing at which the employee and/or his/her representative may be heard, may submit any available evidence or have presented any available testimony he/she deems relevant, and may seek to convince the Department Head to withhold or modify the proposed action.

- (3) Extend to the employee as well an opportunity to respond in writing within five calendar days from delivery of the notice of proposed action.

Thereafter, the Chief may proceed with the proposed disciplinary action or a modification thereof, provided he/she files promptly with the Executive Officer, with a copy to the employee, a written statement of the actions, reason therefore and specific charges.

- c. If the Chief believes that the public interest requires that a disciplinary action be effective immediately, he/she shall deliver to the Executive Officer and to the employee affected the notice required by paragraph b (l) of this section, After notice to the affected employee, the Executive Officer shall conduct a closed hearing to determine if there is probable cause for the proposed action, and whether the public interest requires that the action be immediate. If, upon the completion of the hearing, the Executive Officer so finds, the action shall be effective as of the date designated by the Executive Officer. The Executive Officer's determination shall not be appealable, but shall not affect subsequent rights of appeal to Step 2 and Step 3 of the grievance procedure in which back pay may be awarded.

I hereby certify that the foregoing resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Ross Valley Fire Service held on May 10, 2001 by unanimous vote.

JoAnne Lewis, Clerk

(Exhibit C)

LEAVE OF ABSENCE POLICY

The following guidelines have been proposed based on the nature of fire department scheduling and the existing policies of sick day coverage.

- I. A leave of absence will be permitted for the following:
 - A. Where fire department scheduling and staffing can accommodate the absence without placing an undue burden on all other personnel.
 - B. For difficult circumstances of a personal nature such as illness or injury with no residual department sick leave.
 - C. For fire-science related educational purposes.
 - D. For travel, but limited to once every five years per individual.
- II. A leave of absence shall be granted for a maximum period of 90 days. At that time a review of an extension request will be made based on department staffing, injuries, etc.

(Exhibit D)

STANDARDS FOR EDUCATIONAL INCENTIVES

The purpose of the Educational Incentive Program is to promote continued education and training throughout the workforce. The Incentive Program works in two ways; by providing a higher level of incentive for higher degree of education, and by requiring annual education or training to maintain the incentive.

1. **First Level:** All employees who achieve 30 units towards a Fire Science degree shall receive a sum of \$42.50 per month, for 12 months thereafter.
2. **Second Level:** All employees who have a Fire Science degree or 60 units toward a Fire Science degree shall receive a sum equivalent to 2.5% of base monthly salary, for 12 months thereafter. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
3. **Third Level:** All employees who have a Bachelor's Degree, from an accredited school, shall receive a sum equivalent to 5% of base monthly salary, for 12 months thereafter. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
4. **Required Continued Education and Training:** In order to retain incentive in each subsequent year, an employee will be required to complete 10 hours of training for the first level of incentive, 15 hours of training for the second level, and 20 hours of training for the third level.
5. **Eligible Education and Training:** The Incentive program shall be based on hours completed in education and training programs while off duty. Eligible programs include: College curriculum classes required to complete an Associate's or Bachelor's Degree, both online and traditional format; National Fire Academy classes; State Fire Marshal classes; NWCG/CCIICS classes; FEMA classes; Marin County Fire Chief Association classes; and those classes authorized and approved by the educational committee.
6. **Incentive Hours:** Receipt of overtime, compensatory time, coverage for, or tuition reimbursement for continuing education/training will not disqualify hours spent in that training from counting toward an employee's annually required hours.
7. **Incentive CE hours that that DO NOT qualify:** required Department Management Training, required EMT or Paramedic Continuing Education, required special team training, i.e. US&R, Haz-Mat, CISM Team Training, etc.

8. Accreditation: All college level course work to eligible must be from an accredited school as identified by the US Department of Education accreditation database: <http://ope.ed.gov/accreditation/search.aspx>

9. Educational units/credits: College units or credits can be converted to eligible educational hours based on the following formula:

1 Unit = 18 hours

1 Credit = 12 hours

10. Education Committee: The Education Committee will consist of two (2) management representatives and two (2) bargaining unit representatives. This committee shall review which courses will qualify for educational incentive as defined above, with the Executive Officer having the final decision if members of the committee cannot reach a majority decision.

(Exhibit E)

REQUIRED FIREHOUSE MESS

It will be the policy that all fire department personnel will be required to participate in and contribute to firehouse meals with no exception.

Due to the fact that shift personnel on duty must stay together as an engine company, individual members are not permitted to leave the firehouse for meals. All members will participate in all meals while on shift. There will be a non-exclusionary assessment to all members equally. Required meals shall include the midday and evening meals.

The department shall provide adequate facilities for preparing and serving each meal as well as sufficient time set aside during working hours.

(Exhibit F)

ROSS VALLEY FIRE DEPARTMENT – MANUAL OF OPERATIONS

TITLE: II. Personnel

CHAPTER: 5. Personnel Policies and Procedures

ARTICLE: 14. Restricted Duty

SECTION:

DATE: DATE REVISED: 9/2000 BY:

Article 14 - Restricted Duty

Section 1 - Purpose - This policy shall apply to an employee who might incur an on or off work injury or illness that precludes his/her performance of all regular duties. Such instances may impose a financial hardship on the employee because of insufficient accrued sick/vacation leave or a hardship on the department because of a reduction in personnel resources.

It will be the policy of the department to consider and evaluate light or modified duty assignments on a case-by-case basis. Such assignments will be the exception rather than the rule.

Section 2 - Evaluation Criteria - Light or modified duty assignment will be mutually agreed upon between the fire chief and the employee. Agreement to perform a light duty assignment or to allow a light duty assignment: if there is a disagreement as to the reasonableness of an assignment or request for light duty assignment, then the matter shall be referred to the Executive Officer for decision. If the employee disagrees with the decision of the Executive Officer, the matter will be referred to the Board of Review for final decision. The following factors shall be considered:

- Endorsement for such assignments must be obtained from the employee's physician and/or a physician designated by the Ross Valley Fire Service.
- The physician must estimate a date of recovery from the illness or injury and when the employee can be returned to full duty. Such dates can be adjusted based on accelerated rehabilitation or recovery or extended due to aggravated circumstances.
- The duration of light or modified duty assignments shall be determined on a case-by-case basis but long term situations will not be allowed.

Section 3 - Administration of Light Duty Assignments - Employees assigned to restricted duty will work under a chief officer. A chief officer will process applications or directives for restricted duty assignment and monitor the bulk of assignments with the goal of achieving the successful return of the employee to full duty. Restricted duty can

be initiated at the request of an employee or as a request by the fire chief.

Section 4 - Special Conditions on Restricted Duty - Restricted and light duty assignments will be confined to non-line functions within the scope of regular employment. This would generally include special projects, research, fire prevention, report writing, investigations, etc. The actual assignments will be determined based on the individual situation and the injury and illnesses involved,

Section 5 - Agreement - It is understood that this policy is being instituted on a cooperative basis between fire department management and the employees in that light duty assignments will occur only after mutual agreement between the employee and the chief. However, it is hereby understood that if this policy does not work on a voluntary basis, then the meet and confer process will begin immediately to enact the policy on a mandatory basis.

(Exhibit G)

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document relating to drug and alcohol abuse and drug and alcohol testing shall also be subject to all applicable provisions of the Memorandum of Understanding between the ROSS VALLEY FIRE SERVICE (hereinafter "Employer" and ROSS VALLEY FIREFIGHTERS ASSOCIATION, IAFF, Local 1775, (hereinafter "Union") as well as any Rules and Regulations or Policies and Procedures which have been agreed to following the meet and confer process.

Section 1. Policy: The Employer and the Union, IAFF, Local 1775, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. It is the goal of this policy to provide an alcohol/drug free workplace and to eliminate illegal drug use and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2. Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employees shall be tested before this information is provided to them. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who wish to voluntarily seek assistance may do so by contacting The Fire Chief, their shop steward, an officer of their Union, or the Union attorney. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 3. Employee Testing: Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse. If, however, there is reasonable suspicion that an employee's work performance is currently impaired due to drug or alcohol abuse, the Employer may require the employee to undergo a medical test consistent with the conditions set forth in this Policy. This reasonable suspicion may be based upon the following:

- Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000); or
- An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or
- An arrest or conviction of a drug related offense; or
- Involvement in a physical altercation while on duty.

Section 4. Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. If the Union and the Employer cannot agree on the laboratory to conduct the test, the Board of Review shall be convened, and the Union and the Employer shall each submit their selection for the laboratory, together with a written statement as to why each feels their laboratory is the most appropriate one. The Board shall make a decision as to which laboratory will be used. The decision of the Board will be binding upon the parties.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in the evidence locker at the Fairfax or San Anselmo Police Department. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5. Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml

¹ If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites ²	15 ng/ml
Cocaine metabolites ³	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6. Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .08 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .08 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. If the Union and Employer cannot agree on a Medical Review Physician, the Board of Review shall reconvene, and each party shall submit the name, resume and a statement of the reasons why each feels their nominee is the most appropriate person to act as Medical Review Physician. The Board shall thereafter select one of the two names submitted. The decision of the Board of Review shall be final and binding upon the parties.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review

² *Delta-9-tetrahydrocannabinol-9-carboxylic acid*

³ *Benzoyllecgonine*

Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8. Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. Rehabilitation Program: Any employee who tests positive for illegal drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP Counselor (The EAP Program selected for use in conjunction with this policy will be one agreed to by the employer and the union. It is anticipated that a specific EAP/drug alcohol counselor will be selected and named in this policy.) Employees who successfully complete a rehabilitation program will be retested once every quarter for the following twenty-four (24) months. An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to retesting as outlined above. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program. If an employee, subject to retesting, tests positive during the twenty-four (24) month period, they shall be subject to disciplinary action as per the Department Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to random retesting for a twenty-four (24) month period. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

Section 11. Duty assignment after treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. Right of Appeal: The employee has the right to challenge the results of

the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

Section 13. Union held Harmless: The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. Changes in Testing Procedures: The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15. Conflict with Other Laws. This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

APPROVED:

ROSS VALLEY FIRE SERVICE

Dated: 8/14/19

By: 

APPROVED:

ROSS VALLEY FIREFIGHTERS
ASSOCIATION, IAFF, Local 1775

Dated: _____

By: _____
President

CONSENT AND RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or Typed Name of Employee

Signature of Employee

Date

C:\wp51\ross-vly\D&A.tst

(Exhibit H)

ROSS VALLEY FIRE DEPARTMENT - MANUAL OF OPERATIONS

TITLE: II. Personnel

SECTION NO: II-5-1.00

CHAPTER: 3. Seniority List – Regular Personnel

ARTICLE: 1

Revised: 04/23/19

Name	Date of Hire	Years	Vacation Shifts
Mark Weston	6/1/1988	30.9	12
JoAnne Lewis	7/1/1994	24.8	12
Jake Peterson	6/1/1996	22.9	12
Tim Grasser	9/1/1998	20.6	12
Dan Mahoney	8/16/1999	19.7	12
Isaac Wilson	11/1/2000	18.5	12
Helene Drumm	11/1/2000	18.5	12
Robert Hoggan	11/1/2000	18.5	12
Rick Addicks	8/8/2002	16.7	12
Jim Popken	1/1/2003	16.3	12
Gavin Illingworth	5/1/2003	16.0	10
Scott Porter	1/1/2005	14.3	10
Sid Jamotte	5/1/2006	13.0	10
Oscar Arenas	5/1/2006	13.0	10
Todd Standfield	5/1/2006	13.0	10
Aaron Read	9/15/2007	11.6	9
Robert Bastianon	6/16/2008	10.9	9
Rick Rosecrans	8/17/2008	10.7	9
Richard Birmingham	10/1/2008	10.6	9
Mike Gutierrez	8/15/2010	8.7	9
Jesse Olivotti	1/1/2012	7.3	7
Justin Hanson	4/15/2013	6.0	7
Chris Friscia	5/1/2013	6.0	7
Adam Van Dyke	8/1/2013	5.7	7
Scott Poppe	5/1/2014	5.0	7
Bryan Galli	5/1/2014	5.0	7
Tomas Pastalka	3/16/2018	1.1	5
Andrew Juric	3/16/2018	1.1	5
James Barona	3/16/2018	1.1	5
Benjamin Herbertson	3/16/2018	1.1	5

Article 2

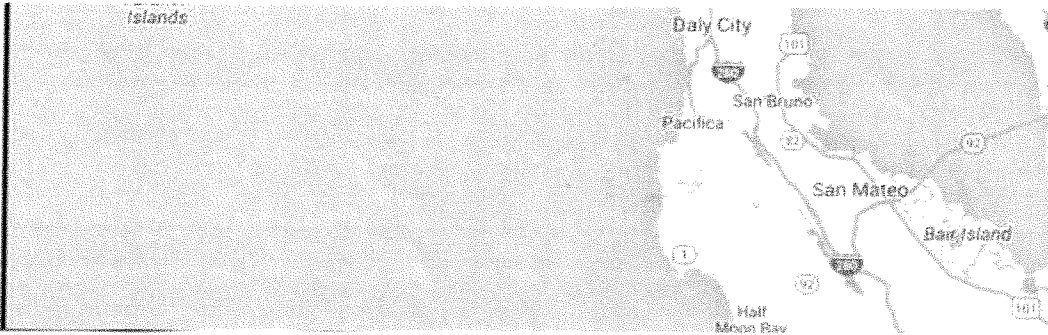
Captain Promotional Dates:

Name:	Date of Promotion:
Jake Peterson	10/1/2001
Mark Weston	3/1/2005
Dan Mahoney	1/1/2006
Robert Hoggan	4/15/2008
Jim Popken	7/16/2010
Gavin Illingworth	4/1/2011
Scott Porter	8/06/2013
Isaac Wilson	1/1/2014
Todd Standfield	5/15/2014
Oscar Arenas	10/01/2015

Article 3

Battalion Chief Promotional Dates:

Name:	Date of Promotion:
Dan Mahoney	5/15/2014
Tim Grasser	10/01/2015

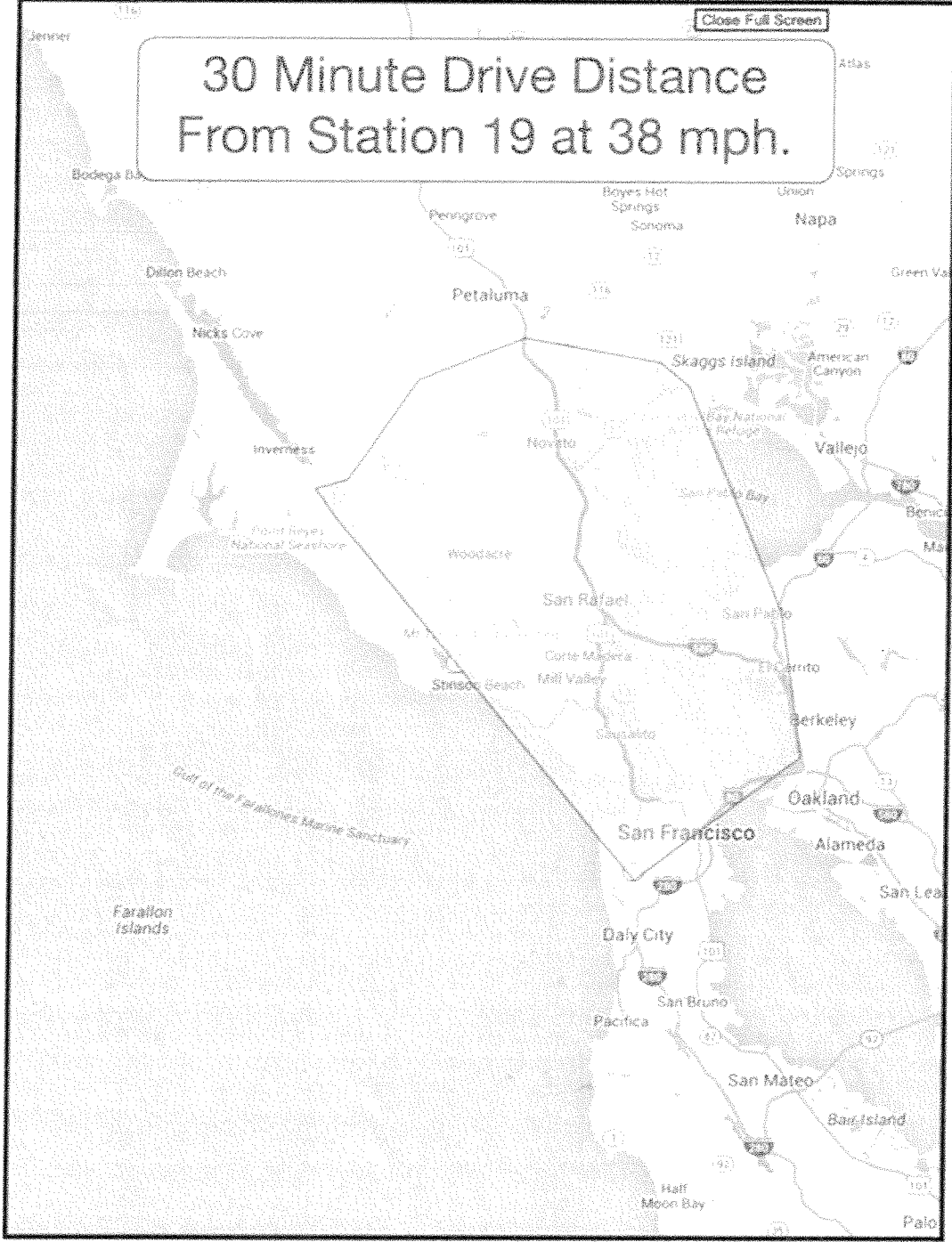


6/12/2015

How Far Can I Travel

Close Full Screen

30 Minute Drive Distance
From Station 19 at 38 mph.



<http://www.freemaps.com/how-far-can-i-travel.htm>

1/3

SIDE LETTER

STAFFING / DEPLOYMENT / REVENUE-BUDGET-COST

**BETWEEN
ROSS VALLEY FIRE DEPARTMENT
AND
ROSS VALLEY FIREFIGHTERS' ASSOCIATION
LOCAL 1775**

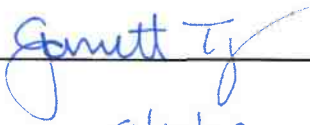
June 21, 2019

The Ross Valley Fire Department (hereinafter Department) and the Ross Valley Firefighters' Association (hereinafter Association) have mutually agreed to the following:

- The Department shall create a committee comprised of the following:
 - Two representatives selected by the Association
 - One representative selected by the Ross Valley Chief Officers' Association
 - The Executive Officer
 - At least one member of the Fire Executive Staff (Fire Chief, Deputy Fire Chief, Deputy Director)
 - At least one of the Mangers (City/General), which includes the Executive Officer
 - At least one member of the Ross Valley Fire Board
- The Committee shall meet no later than 180 days after the adoption of the Memorandum of Understanding between the Department and the Association.
- The Committee shall discuss the following
 - Staffing
 - Deployment
 - Revenue/Budget/Cost


If the foregoing is in accordance with your understanding, please sign below:

For the Department



Date: 8/14/19

For the Association



Date: 8/9/19

MEMORANDUM OF UNDERSTANDING
BETWEEN ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION
AND ROSS VALLEY FIRE DEPARTMENT

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Attachments:

- Exhibit A Civil Service System
- Exhibit B Rules and Regulations
- Exhibit C Leave of Absence Without Pay
- Exhibit D Education Incentive
- Exhibit E Required Mess Policy
- Exhibit F Modified Duty Policy
- Exhibit G Drug and Alcohol Testing Policy
- Exhibit H Seniority List
- Exhibit I Drive Map

MEMORANDUM OF UNDERSTANDING

Between

ROSS VALLEY FIRE DEPARTMENT

And

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION, IAFF LOCAL 1775

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

The Ross Valley Fire Chief Officers Association, IAFF Local 1775, (RVFCOA) is the formally recognized employee organization for the Chief Officers representation unit. The following classification is represented by this unit:

Battalion Chief

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the employees in said representation unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the Ross Valley Fire Department Board as the joint recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing July 1, 2019 through June 30, 2022.

1. Salaries

The Salary Plan shall outline the salary structure for the classification represented by the Ross Valley Fire Chief Officers Association, Local 1775. The salaries shall be paid semi-monthly.

2. Rates of Pay

The basic rate of pay equals:

- a. The base hourly rate of pay for 56-hour employees shall be determined by dividing an employee's monthly salary by 242. The formula is:
$$\text{Monthly Salary}/242 = \text{base hourly rate of pay}$$

- b. For the purposes of calculating contractual overtime the following remuneration will be included:

- Monthly Salary
- Holiday-In-Lieu pay
- Education Incentive pay
- In-District Living Allowance
- Out of Grade pay
- Medical Cash In-Lieu Pay

Calculation:

$((\text{Monthly Salary} + \text{Holiday-In-Lieu} + \text{Education Incentive} + \text{In-District Allowance} + \text{Out of Grade} + \text{Medical Cash In-Lieu})/242) = \text{Base hourly overtime rate.}$

- c. The contractual overtime rate of pay shall be all remuneration included in Section 2.B), multiplied by one and one-half (1 ½).

$(\text{Base hourly overtime rate}) \times 1.5 = \text{contractual hourly overtime rate}$

3. Salary and Wage Plan for Battalion Chiefs

Step A: The first step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Executive Officer may authorize original appointment, reinstatement or re-employment at any step other than the first step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first step without first submitting written justification to and receiving written approval from the Executive Officer in advance of any such salary offer.

Step B: Employees are eligible for this adjustment after the completion of six (6) months of continuous satisfactory service. As there is no probationary period for Battalion Chiefs, a Battalion Chief whose work does not justify an advancement to the second step should be returned to the rank of Captain. This justification for advancement will be in the form of a six (6) month performance appraisal.

Step C: An employee should be eligible for adjustment to this step after serving twelve (12) months of continuous satisfactory or better service at the second step. Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Executive Officer.

In light of the Department's decision to treat Battalion Chiefs' as exemption from the overtime requirements of the Fair Labor Standards Act, effective July 1, 2019, the Ross Valley Fire Department agrees to add a one-time Three Hundred and Forty-five dollars (\$345.00) to the monthly salary to the Battalion Chief. The one-time Three Hundred and Forty-five dollars shall be added to the Battalion Chief base salary prior to any general salary increase effective July 1, 2019.

If FLSA pay, or a replacement for FLSA pay, is reinstated for the Battalion Chiefs', for any reason, then the Battalion Chief compensation shall be reduced by Three Hundred and Forty-five dollars (\$345) per month plus any salary increases effective after July 1, 2019, which result from the compounding of future increases on top of this \$345 increase.

For all permanently employed Battalion Chiefs the salary steps will be:

FY19/20 \$345 increase and 3% increase	Step A	Step B	Step C
	12,467	13,123	13,813

FY20/21 3% increase	Step A	Step B	Step C
	12,841	13,516	14,228

FY21/22 3% increase	Step A	Step B	Step C
	13,226	13,922	14,655

Step A salary shall be top step less 10%
Step B salary shall be top step less 5%

A Chief Officer assigned to work as the acting Fire Chief will receive additional compensation at a rate equal to 15% above step C in the Battalion Chief's salary schedule for all hours in an acting status.

Battalion Chiefs will be eligible for educational incentive as per Section 16 of this MOU.

Employees hired after March 31, 2013, in recognition of the employer contribution to the Retiree Health Savings plan included as part of Section 14- Retirement, there is a pay reduction equal to 2% of Step E salary for Firefighter/Engineer as set in Section 2, Salaries of the Ross Valley Firefighters MOU. This reduction does not affect holiday in-lieu pay, overtime, education incentive, FLSA overtime, or paramedic premium.

4. Hours of Work:

The firefighting duty schedule shall consist of two twenty four (24) hour shifts followed by ninety-six (96) hours off duty. Shifts shall not exceed forty-eight hours duration, commencing at 7 o'clock am.

The Chief may assign, at his or her discretion, for a period not exceeding thirty (30), Battalion Chiefs to work on a typical 40 hour per week schedule for administrative projects.

If a reduction in the weekly duty schedule, different from that specified above, is mandated by legislative or judicial action, the parties to this Agreement shall meet

and confer concerning the effect of the reduction in the weekly duty schedule or such fringe benefits as vacations and sick leave.

5. Dues Deductions:

- a. 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 Department. The Association shall certify to the Department the identity of such members and the amount of the payroll deductions.
- b. The parties agree that upon certification of the Association that it has and will maintain employee's written authorization, the Department will deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the Department, without delay, along with a list of the employees who have had said dues deducted. Such dues deductions shall continue so long as the modified in accordance with the process outlined below.
- c. If an employee of the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the Department 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 Department and is subject to the terms and conditions set forth in the original payroll deduction/authorization. The cancellation will be promptly processed by the Department.
- d. The Association, to the extent permitted by law, shall indemnify, hold harmless, and defend the Department 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 Department'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 Department shall promptly give written notice of any claim to the Association, (ii) the Department 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 Department 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 Department in any manner, including but not limited to paying any amounts in settlement,

taking or omitting to take any actions, agreeing to any policy change on the part of the Department, or agreeing to any injunctive relief or consent decree being entered against the Department without the consent of the Department. 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 Department.

6. Overtime:

All overtime must be authorized and pre-approved by the Fire Chief or designee.

The Parties hereby agree that the Battalion Chiefs are eligible for contractual overtime compensation, as defined in Section 2 of this MOU.

To be eligible for overtime a Battalion Chief must work a minimum of four (4) hours, except for hours actually worked in excess of their regularly-scheduled shifts when assigned to emergency incidents that require a second chief officer (example: expanding vegetation fire or working fire assignment) or shift work required to meet minimum staffing levels. If a Battalion chief works a minimum of four (4) hours, the employee will be paid for all hours worked, including the four hour hours worked to meet the minimum threshold.

For all 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.

All overtime work authorized by the Chief or his designee shall be paid at the rate of pay defined I Section 2.C of this MOU.

Battalion Chiefs have agreed that no further Compensatory Time Off (CTO) will be accrued effective July 1, 2019. Employees who have accumulated CTO shall be able to take accumulated CTO at a time mutually convenient to the employee and the employer and subject to the vacation scheduling process.

Accumulated CTO hours subject to cash-out (i.e., either during employment or upon separation) shall be paid out at the rate of pay defined I Section 2.B of this MOU.

7. Administrative Leave:

Administrative leave is available to Battalion Chiefs in the amount of six (6) shifts per year. Said leave is available beginning July 1 through June 30 annually. It may not be accrued beyond June 30 each year. Actual usage will be taken (if possible) with no financial consequences to the Department and be approved by the Fire Chief.

8. Holidays:

- a. Holiday time off shall not apply to Battalion Chiefs covered by this agreement. In lieu thereof, regular full-time employees shall receive one-half shift's pay for each of the following holidays:

New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Admission Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; December 24, 1/2 day; Christmas Day; December 31, 1/2 day.

In addition to the above, any other single day appointed by the President of the United States or the Governor of California and observed by the Authority as a public fast, Thanksgiving or holiday.

- b. Holiday in-lieu pay shall be paid in twenty-four (24) semi-monthly pay checks.

9. Vacation:

- a. During the term of this agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of continuous service in accordance with the following schedule:

MONTHS OF SERVICE			ANNUAL VACATION ENTITLEMENT		MAXIMUM VACATION ACCRUAL	
Start	Through	36	5	24 Hour shifts/120 hrs	7.5	24-hour shifts/180 hrs
37	Through	84	7	24 Hour shifts/216 hrs	10.5	24-hour shifts/252 hrs
85	Through	144	9	24 Hour shifts/324 hrs	13.5	24-hour shifts/324 hrs
145	Through	180	10	24 Hour shifts/240 hrs	15	24-hour shifts/360 hrs
181	And over		12	24 Hour shifts/288 hrs	18	24-hour shifts/432 hrs

- b. Vacation time shall be accumulated monthly from the outset of employment.
- c. An employee may not more than eighteen (18) months' vacation accrual, at any time. Employees who have accumulated vacation in excess of the accumulation cap shall work with their supervisor to reduce their vacation balance. As of June 30, 2022, the eighteen (18) months' vacation accrual cap shall be effective for all employees in the bargaining unit. (Example: If an employee accrues 12 shifts per year, then he/she may carry forward no more than 18 shifts.)
- d. An employee who resigns, retires, is laid off or discharged, and who has earned vacation time to his/her credit, shall be paid for said earned vacation as of the effective date of the termination.
- e. Vacation shall be accumulated in accordance with the schedule set forth in paragraph 9-a of this agreement only for time actually worked. The following shall be treated as time worked for purposes of this subsection: paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charged leave for work connected illness or injury if the disability is determined to be temporary.

- f. A maximum of 72 hours of vacation may be taken in advance of accrual, if approved by the Chief, as convenient to Authority.
- g. An employee may, once each fiscal year, at his/her option, receive a cash payment for a maximum of two accrued vacation days (48hours).
- h. An employee who is on 4850 time shall have their maximum vacation accrual cap suspended until the employee returns to full duty. From the date the employee returns to full duty, the employee shall have twelve (12) months to reduce their accrued vacation. At the end of the twelfth month the maximum vacation accrual cap shall be implemented. If an employee has not reduced their vacation balance below their vacation accrual cap within the six month requirement, the Fire Chief, at his/her discretion, may grant additional time as long as the employee has demonstrated reductions in their vacation accrual balances and can show extenuating circumstances for why they were not able to reduce their vacation balance.
- i. Chief Officers will not participate in the shift sign-up process with the Firefighters Association. Chief Officers will have their own sign-up process and will be allowed to use vacation time even if other shift personnel are scheduled off.

10. Sick Leave:

- a. Disability of a Battalion Chief resulting from a work connected illness or injury shall be compensated exclusively in accordance with Labor Code 4850. Time off work of a Battalion Chief resulting from illness or injury not connected with work for Authority shall be charged against accrued sick leave, provided, in case of absence caused by compensable injury sustained while gainfully employed by a commercial employer, the employee shall remit to Authority any temporary disability compensation provided under the Workers' Compensation Law.
- b. During the term of this agreement, all regular full-time employees shall accrue one-half shift of sick leave for each month or major fraction thereof worked. Sick leave shall accrue only for time actually worked. The following shall be treated as time worked for purposes of this subsection; paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charged leave for work connected illness or injury if the disability is determined to be temporary.
- c. Unused sick leave shall accumulate without limit until 7/1/04. Unused sick leave shall accumulate up to a maximum of 60 shifts (for 24 hour personnel) for the purposes of payoff as per the MOU at time of retirement, but no maximum for the use of such sick leave as per this MOU Separation/Retirement Payoff will be limited to this maximum factor of 60 shifts as per the MOU. Employees with an excess of six months as of 7/1/04 shall maintain that cap limit as the maximum sick leave accumulation allowable for payoff purposes.

- d. In case of necessity, up to seventy-two (72) hours of sick leave may be taken in advance of accrual if approved by the Chief.
- e. In the event of, illness or injury of a person having a close familial relationship with an employee covered by this agreement, up to seventy-two (72) hours of sick leave per contract year may be taken as familial care leave. A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grandparents, grandchildren, brothers, sisters or any other person identified by law.
- f. In the death of a person having a close familial relationship with an employee covered by this agreement, up to seventy-two (72) hours of sick leave per contract year may be taken as bereavement leave. A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grandparents, grandchildren, brothers, sisters or any other person approved by the Chief.
- g. A physician's certificate in a form acceptable to the Executive Officer may be required by the Chief or Executive Officer before any absence is charged against sick leave, or before return to work is permitted after extended illness or serious injury. All illnesses or injuries that result in more than two months off from full duty will require a Department selected physicians release before a return to full duty.
- h. Association recognizes the right of Authority to verify sick leave.
- i. An employee using less sick leave in a contract year than he/she has accrued in that year may elect to transfer twenty-five percent (25%) of the excess to his/her vacation accrual, or may elect to have equivalent cash contributed to the Supplemental Retirement Program (deferred compensation).
- j. Retirees shall receive 100% credit for accumulated sick leave, said credit to be added to his/her length of service at retirement. In the alternative, the cash value of 50% of accumulated sick leave, subject to paragraph (c) above, will be contributed to the employee's Retiree Health Savings Plan.
- k. If an employee is unable to return to work before his/her sick leave accrual is exhausted, charge shall be made against compensatory time accrual or vacation accrual.

11. Special Leave:

- a. Military leave with pay shall be granted in accordance with and not exceeding the requirements of applicable Federal and State law.

- b. Jury leave with pay shall be granted to an employee called for potential jury duty or serving on a jury, provided he/she endorses over to Authority any compensation received therefore.
- c. Leave of absence without pay may be granted by the Chief for up to seven (7) calendar days, or by the Executive Officer upon recommendation of the Chief for up to ninety (90) calendar days, only in accordance with standards appended hereto as Exhibit "C".

12. Acting Battalion Chiefs

- a. All vacancies will first be filled on a rank for rank basis. Battalion Chiefs will have the first right of refusal for overtime.
- b. If a valid promotional list is in effect, a Captain working that day can be selected (on a rotational basis) to act as Battalion Chief for the day. If no Captain is available, a Battalion Chief shall be hired.
- c. Qualifications:
 - i. Captain must be on valid promotional list in effect.
 - ii. Captain must have successfully completed Acting Battalion Chief training.

13. Health Benefits

- a. **Plan Health Insurance – Active Employees:** The Authority’s monthly contribution for employee and the employee’s eligible dependents shall be One Hundred and Fifteen dollars (\$115) per month effective December 1, 2013 and shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA).
- b. **Cafeteria Plan:** The Authority will provide a benefit program whereby the Authority will make a fixed donation to each employee’s account during each month for benefits, and the employee will be given the maximum amount of flexibility allowed by the various plans to apply the contribution to the benefit(s) he/she prefers. For the term of this contract, the amount of the cafeteria plan shall be an amount equal to the full family cost of Kaiser (PERS Kaiser Bay Area Plan) less the Minimum Employer Contribution (MEC) established by the PEMHCA. Cafeteria benefits may be used for health insurance, dental insurance, life insurance, disability insurance, and cash-in-lieu of medical payment to the employee. The cash-in-lieu payment, however, cannot exceed \$270 per month. Notwithstanding the Department’s position that members of the bargaining unit are exempt from the overtime requirements of the FLSA, cash-in-lieu will be increased to \$320 per month if FLSA is amended or a final and binding federal court ruling is made which would allow cash-in-lieu payments to be excluded from the regular rate of

pay. The increase would be effective the pay period after the Authority informs the Association in writing of its desire to no longer include cash-in-lieu payments in the regular rate of pay calculation.

- c. Employees will be allowed to change their utilization of the benefit plan only once per year, during the PERS Open Enrollment Period of each calendar year. The benefits upon which this amount of money may be distributed are: the premium for the Public Employees Retirement System Health Care Act, the premium for the dental plan, and the premium for disability and life insurance.
- d. Employees will be given an annual statement of the amounts paid to each option. Employees choosing to waive participation in one or more insurance programs may do so only after providing acceptable proof of equivalent coverage through other sources.
- e. Authority agrees to provide per Government Code Section 22850 the benefits of the Public Employees' Medical and Hospital Care Act for all employees and annuitants (retirees).
- f. Authority agrees to continue to pay the health, dental, and life insurance premiums for those employees who have been injured off the job and chose to go on the private insurance plan, and therefore off of salary status. The Authority also agrees that the seniority of that person will not be affected. This is for a maximum of six (6) months unless both parties agree to continue thereafter.

14. Retirement:

- a. For "Classic Members" as defined by CalPERS, the Authority agrees to contract with CalPERS for the 3% at 55 Retirement Plan including 1959 Survivor Benefits Section 21382.4 (Third Level), post retirement survivor benefits, and highest one year final compensation for safety members covered by this agreement.

"New Members", as defined by CalPERS, shall be subject to all provisions of the Public Employees' Pension Reform Act, PEPRA.

- b. **Health Insurance – Retirees:** For any employee who retires during the term of this agreement, the Authority agrees to maintain health insurance coverage and to pay the amount required by P.E.R.S. toward the premium cost thereof, provided the retiree remits to the Authority any further payment due, secures Medicare coverage when eligible, and subject to the following:

Effective January 1, 2014, for retirees who meet the eligibility requirements for retiree healthcare insurance, the Authority's monthly contribution for the retiree and the retiree's eligible dependents shall be in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA), and in addition;

Employees Hired Before April 1, 2013: For all employees hired by the Authority prior to April 1, 2013, upon retirement, who meet the eligibility

requirements for retiree healthcare insurance, will be reimbursed for healthcare premium costs by the Authority as follows:

Retiree reimbursement will be based on the current Authority share, as determined by CalPERS, as of January 1, 2013, less the amount already paid, Minimum Employer Contribution (MEC) established by PEMHCA, and will increase by a maximum of \$100 per month, annually until such time the Authority's contributions for retirees is the same as active members (as established in the Cafeteria Plan section). The maximum \$100 per month, annual increase includes increases to the PEMHCA minimum. Retiree health plan options where the Authority's contribution is the same as active members, the \$100 per month annual increase maximum does not apply.

Medicare eligible retirees must apply for and receive Medicare benefit to be eligible for full reimbursement.

Employees Hired After March 31, 2013: All employees hired by the Authority after March 31, 2013, upon retirement, will be eligible for the Minimum Employer Contribution (MEC) established by PEMHCA, with no additional reimbursement from the Authority.

On August 1, 2013, the Authority established a Retirement Health Savings plan (RHS) for all employees hired after March 31, 2013. An amount equal to four (4) percent of the "Step E" salary for the Firefighter/Engineer, as set in Section 2, Salaries of the Ross Valley Firefighters Association MOU. The four (4) percent contribution includes the recognition of the salary reduction included as part of Section 3, Salary and Wages for Battalion Chiefs.

Retirement Health Saving Plan (RHS) Contributions

	Authority Contribution	Employee Contribution
Step E of the Firefighter/Engineer base Salary	2.0%	2.0%

- c. Retirees shall be eligible to receive credit for some unused sick leave upon retirement, in accordance with Section 10-i of this agreement.
- d. Authority agrees to implement the provisions of Section 414(h) (2) of the Internal Revenue Code whereby the employee P.E.R.S. contribution is removed from gross salary for tax purposes.
- e. The Authority will continue to provide a deferred compensation plan for all employees. It will be administered by a committee on which both parties to this agreement will be represented.
- f. Starting January 1, 2015, employees will pay the entire Employee Contribution.
- g. The Authority and the Union agree to a mandatory retirement age of 65 years for all employees covered by this agreement.

15. Uniform Allowance:

Authority agrees to pay during the term of this agreement to each regular full time employee covered by this agreement who is required to maintain a uniform, a uniform allowance at the rate of \$720 per year, payable at a rate of \$30 per pay period.

16. Educational Incentive:

The following educational incentive plan has been adopted:

- a. 2% of the monthly base salary per month pay incentive will be awarded to employees holding an Executive Fire Officer Certificate from the National Fire Academy.
- b. 1% of the monthly base salary per month incentive will be awarded to employees with a Fire Chief designation from the State Board of Fire Services.
- c. A Battalion Chief who qualifies for education incentive under the standards appended hereto as Exhibit "D" shall for the duration of such qualification receive such reimbursement as established by Exhibit "D".

17. in-District Living Allowance:

Any member who maintains his/her residence within the County of Marin shall receive a housing allowance of \$200.00 per month.

Any member who maintains his/her residence outside the County of Marin, but within a thirty (30) minute drive time to station 19 as shown on a map in Exhibit J shall receive a housing allowance of \$100.00 per month.

18. Deferred Compensation:

A deferred compensation plan is established under IRC, Section 457 and offered to all eligible employees. The plan will be administered by the ICMA Retirement Corporation. The District does not at this time require a minimum amount to be deferred.

19. Working Conditions

- a. An employee required to use his/her private vehicle for Authority business shall be reimbursed at the current rate approved by the IRS.
- b. Association members shall not engage in a business or calling while off-duty on sick leave with pay or disability leave with pay that would aggravate the injury, prolong the time required to be off duty, or exceed the number of hours being worked before the injury.
- c. There is a restricted duty policy in accordance with the policy statement appended hereto as Exhibit "B".

- d. Fire Department agrees to provide for all employees subject to this agreement the IRS Section 125 benefit, effective as soon as the benefit can be established during the term of this agreement.
- e. For the purposes of this agreement, in any case where seniority is an issue among Battalion Chiefs (for example in the selection of vacations or shift assignments) seniority shall be determined by date of promotion to the rank of Battalion Chief.
- f. The Drug and Alcohol testing policy and procedure is appended hereto as Exhibit "G".

20. Performance Guarantees

- a. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing with Authority that all matters of controversy within the scope of this agreement shall be settled by the grievance procedure as per the existing Civil Service Rules of the Department.
- b. Each party consents to, and waives any defenses against, an injunctive action by the other party to restrain any violation of this section.

21. Existing laws and ordinances; Existing Benefits

- a. This agreement is subject to all existing laws of the State of California, and to Authority's Resolution 01-02 (Revising of Existing Civil Service System) appended hereto as Exhibit "A". Authority, 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. In case of conflict between this agreement and provisions of an Authority Resolution other than Resolution 01-02, this agreement shall govern.
- b. Changes in existing benefits or purported existing benefits not encompassed by the provisions of Section 21-a of this agreement shall be made only following notice to and negotiation with Association. Such changes shall be subject to the grievance procedure. No change in such existing benefits or practices shall be made unless required by operational necessity or unless it will improve the efficiency of the department without affecting or diminishing the health or safety of any employee.

22. 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, except as specifically provided the Sections 1, 21b, and 22 of this agreement, notwithstanding any provision of law to the contrary.

23. Severability

Should any provision of the Memorandum of Understanding be declared illegal by a final judgment of the Court of competent jurisdiction, such invalidation of such

provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding. Notwithstanding the foregoing, the parties hereto agree that if possible they shall enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for any article or section of this agreement which has been held invalid. Such negotiation shall be governed by the provisions of Government Code Section 3500 et. Seq. And all other relative provisions of California law as it relates to collective bargaining.

24. No Discrimination:

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, political or religious opinion or activities, Association activities as described in the Meyers-Milias-Brown Act, and, to the extent prohibited by State and Federal law, age; provided, however, that nothing herein shall be deemed to authorize the conduct of political, religious or Association activities on District time or with District equipment or District supplies, except as otherwise provided in this Memorandum of Understanding.

25. Personnel Policies and Procedures

The Association agrees to begin to meet and confer with the Department regarding proposed modifications to the Personnel Policies and Procedures, which are within the scope of bargaining, within thirty (30) days of written notification provided to the Association from the Department; and are subject to the full meet and confer requirements of the MMBA. No implementation of any Personnel Policy and/or Procedure can be made unless the parties have reached agreement on the Personnel Policy and/or Procedure is reached or the impasse process has been completed.

26. Deployment Model Modification

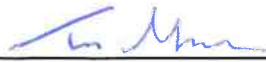
The Association agrees to begin to meet and confer with the Department regarding proposed deployment model modification within (30) days of written notification provided to the Association from the Department; and are subject to full meet and confer requirements of the MMBA, and no implementation can be made unless and until full agreement has been reached, or the impasse process completed.

27. Duration of Agreement:

This agreement shall be effective as of the first day of July 2019, and shall remain in full force and effort until the 30th day of June 2022. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other in writing, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the agreement.

IN WITNESS WHEREOF THE parties have caused their duly authorized representatives to execute the within agreement on this ____Th day of _____, 2019.

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION



Tim Grasser



Daniel Mahoney

RATIFIED: INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1775



John J. Grey, Attorney



Robert Briare, President

ROSS VALLEY FIRE DEPARTMENT



Garrett Toy, Executive Officer

RATIFIED:
ROSS VALLEY FIRE DEPARTMENT

ATTEST:



JoAnne Lewis, Administrative Assistant Clerk

EXHIBITS

- Exhibit A - Civil Service Systems
- Exhibit B - Rules and Regulations
- Exhibit C - Leave of Absence Without Pay
- Exhibit D - Education Incentive
- Exhibit E - Required Mess Policy
- Exhibit F - Modified Duty Policy
- Exhibit G - Drug and Alcohol Testing Policy
- Exhibit H- Seniority List
- Exhibit I - 30 Minute Drive Time Map

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(Exhibit A)

RESOLUTION NO. 01-02 – REVISION OF EXISTING CIVIL SERVICE SYSTEM

Section 1. Personnel System adopted.

Pursuant to the authority granted by Sections 45000 et seq. of the Government Code of the State of California, a personnel system is hereby adopted by the Ross Valley Fire Service ("Authority")

Section 2. Findings and declarations.

It is the intent of this resolution to insure that:

- (a) Fair Employment. No question on any test, or in any application form, or by appointing authority, shall be so framed as to attempt to elicit information concerning sex, race, color, ancestry, national origin, political or religious opinion or affiliations, of an applicant. No appointment to or removal from a position in the classified service shall be affected or influenced in any manner by any consideration of sex, race, color, ancestry, national origin, political or religious opinion or affiliation.
- (b) All employees consistently provide service of high quality and efficiency to the residents of the jurisdictional area of the authority, receiving salaries, hours, fringe benefits and working conditions as set from time to time by collective bargaining agreement.

Section 3. Applicability.

The provisions of this Civil Service System shall apply to all applicants for and employees in all positions with Authority except for the Chief and temporary employees.

Section 4. Rules and regulations

Authority, by resolution, shall adopt and may amend from time to time, after agreement has been reached through the meet and confer process:

- (a) Personnel rules and regulations consistent with the intent of this resolution, a copy of which shall be attached hereto and incorporated herein as Exhibit "A"; and
- (b) A resolution establishing policy and procedure for the administration of employer-employee relations which shall be attached hereto and incorporated herein as Exhibit "B".

Section 5. Personnel Officer.

The personnel officer shall be the executive officer of the authority as designated by the Board, and shall have the responsibility for administering the provisions of the Civil Service System.

Section 6. Board of Review

- (a) Appointment. A Board of Review is constituted of five (5) members who shall be appointed as follows: two (2) members to be appointed by the employee bargaining agent; two (2) members to be appointed by the Authority Board; and the final member to be agreed upon by the parties after meeting and conferring. The members of the Board of Review shall serve staggered terms of six (6) years, the initial terms to be agreed upon by the Board, and the employee organization. All members of the Board of Review shall be residents of the jurisdiction to be served by the Authority and have a reputation for fairness and impartiality. A vacancy shall be filled by appointment by either the Authority Board or the employee organization, should either of their appointed seats become vacant, or by agreement by the Authority Board and the employee organization should the fifth member cease to serve. A three-fourths (3/4) vote of the Authority Board shall be required to remove any member of the Board of Review prior to the expiration of his or her term.
- (b) Functions. The Board of Review shall:
- (1) Hear and decide appeals from disciplinary actions instituted under Section 8 hereof;
 - (2) Hear and decide grievances pursuant to the procedure established by the rules and regulations and the employer-employee resolution adopted pursuant to Section 4 hereof;
 - (3) Hear and advise on citizen complaints against employees pursuant to the rules and regulations adopted pursuant to Section 4 hereof.
 - (4) Upon its own motion may, or when requested by the Authority Board or the Executive Officer shall, investigate and make recommendations on any matter of personnel policy.
- (c) Subpoena; powers; Oaths; Counsel: Right of discovery.
- (1) In any hearing, the Board of Review shall have the power to examine witnesses under oath and compel attendance or the production of evidence by subpoenas issued in the name of the Authority and attested by the Secretary to cause the

Sheriff of the County of Marin to serve a subpoena issued by the Board and the refusal of a person to attend or to testify in answer to such subpoena shall subject such person to prosecution in the same manner set forth by law.

- (2) Each member of the Board of Review shall have the power to administer oaths to witnesses.
- (3) At any stage of any disciplinary, grievance, or citizen complaint action under this chapter, each party may be represented by a representative of his/her choice, and each party shall have the right to obtain the names of witnesses to be called and to examine relevant documents to be submitted by the other party.
- (d) Hearings. All hearings of the Board of Review shall be closed, unless the appellant, grievant, or person charged requests an open hearing.
- (e) The decision of the Board of Review shall be binding on the parties but shall in no way restrict the right of any party to seek review by a Court of competent jurisdiction.

Section 7. Appointments.

All appointments to the positions specified in Section 3 shall be made by the Chief in accordance with the rules and regulations pursuant to Section 4 hereof.

Section 8. Disciplinary actions.

- (a) Definition. A disciplinary action is a dismissal, demotion, reduction in compensation, suspension without pay, the placing in an employee personnel file of any document which constitutes a written reprimand, or any transfer for punitive reasons.
- (b) Authority. A Chief Officer may take a disciplinary action provided the procedural and appeal requirements are followed as set forth in the rules and regulations adopted pursuant to Section 4 hereof.

Section 9. Abolition of positions

Whenever in the judgment of the Authority it becomes necessary in the interests of economy or because need for a position no longer exists, the Authority Board may abolish any position and lay off the employee holding such position provided that the procedures outlined in the rules and regulations are followed.

(Exhibit B)

ROSS VALLEY FIRE SERVICE

RESOLUTION NO. 01- 02 - REVISION OF EXISTING CIVIL SERVICE SYSTEM

RULES AND REGULATIONS

Section 1. Adoption.

Pursuant to Section 4(a) of Resolution No. 01- 02, the following personnel rules and regulations hereby are adopted.

Section 2. Definitions.

- (a) "APPLICANT". A person who has filed an application for employment or examination on a form supplied by the Personnel Officer or designee.
- (b) "CERTIFICATION". The establishment of an eligible list by the Personnel Officer or designee and the submission by him/her of the names of eligibles to the Chief.
- (c) "CLASS". All positions sufficiently similar in duties, authority and responsibility, to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- (d) "DEMOTION". A change in status of an employee from a position in one class to a position in another class having lesser duties and responsibilities, lower qualifications and a lower maximum rate of compensation.
- (e) "DISMISSAL". The termination of an employee for cause.
- (f) "ELIGIBLE LIST". A list of persons who have qualified for a position as a result of competitive examination.
- (g) "GRIEVANCE". Any dispute arising under or claimed violation, misinterpretation, inequitable application of, or noncompliance with provisions of the collective bargaining agreement, State law, or Authority resolution, rule, regulation or existing practice affecting the status or working conditions of employees.
- (h) "IMMEDIATE FAMILY". The immediate family of an employee shall include: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, step children.
- (i) "LAY-OFF". The involuntary separation of an employee due to the abolition of his/her position.
- (j) "PERMANENT EMPLOYEE". An employee who has successfully completed his/her probationary period and has been retained as hereafter provided in these rules.

- (k) "PROBATIONARY PERIOD". A working test period during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position, as hereinafter provided.
- (l) "PROMOTION". The movement of an employee from one class to another class having a higher maximum rate of pay.
- (m) "SENIORITY" Length of service with Authority or its predecessors in probationary or permanent status, continuous other than for absence(s) of less than one year, or mandatory military service, as evidenced by seniority list attached to collective bargaining agreement.
- (n) "TYPES OF SERVICE."
 1. Full-time. A full time employee works the normal number of working hours for the position.
 2. Part-time. A part-time employee works a fraction of the normal workday but normally follows a pre-determined fixed pattern of working hours.
 3. Intermittent/Seasonal. An intermittent or seasonal employee may work a normal day or a fraction thereof.

Section 3. Classification Plan.

A position classification plan shall be established and maintained by the Personnel Officer, applicable to all positions covered by Resolution #01- 02. The Plan shall provide a description of each class of positions, that is, each group of jobs which are sufficiently similar that the same title may be used, the same qualifications required, and the same salary applied with equity. Each such description shall define the class, summarize principal duties, and state minimum qualifications directly related to effective performance.

Section 4. No Waiver of Rights

Neither a candidate for employment, nor any employee in the classified service, shall be required to sign any document whereby he/she waives any right or rights accruing to him/her under Resolutions 01- 02 or collective bargaining agreement.

Section 5 Recruitment

- a. General Standards. Applicants for employment shall meet such standards of education, experience, skills, abilities and personal and physical characteristics as are required for acceptable performance of the duties of the position.
- b. Minimum Standards. Applicants shall, prior to appointment, meet the minimum standards prescribed by applicable class specifications and shall:

- (1) Pass a medical examination administered by a licensed physician selected and paid by Authority, to determine physical/psychological fitness for the position.
 - (2) Be subject to criminal record check to establish no conviction for a felony or for a misdemeanor involving moral turpitude.
- c. Board Member Ineligibility. A member of the Authority Board of Directors or Board of Review is ineligible to apply for employment during term of office and within one year thereafter. No immediate family member (as per Section 2 (definitions) # h)) of a board member shall be eligible for hire while that board member is serving on such Board.
 - d. Announcements. Announcements of vacancies shall be publicized by posting and by advertising at least once in a newspaper of general circulation and by such other methods as the Personnel Officer deems advisable.
 - e. Applications. Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certifications of one or more examining physicians or references. All applications must be signed by the person applying for the position.

Section 6. Examinations.

- a. Preparation. The Personnel Officer or designee shall prepare or contract for the preparation of such tests of knowledge, skill, ability and physical characteristics as may be required for a valid and equitable determination of the fitness of applicants for the position. The Personnel Officer or designee shall determine whether the examination shall consist of written, oral, performance or physical tests, or a combination thereof, and shall announce the selective weights assigned to each part of the examination for the purpose of scoring the results. The Personnel Officer or designee shall determine whether examinations shall be open or promotional, assembled or unassembled.
- b. Promotional. Promotional examinations may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service require. Only permanent employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations. There shall be no age limit for qualifying an employee within the classified services for a promotional examination.
- c. Disqualification. Applicants may be disqualified during an examination by the Personnel Officer for any of the reasons listed in Section 45200 of the Government Code of the State of California and the following:
 - (a) Possession of unauthorized materials, devices or anything of use or assistance in the examination;

- (b) Copying the work of another applicant or reviewing examination sheets prior to commencement of the examination;
- (c) Arrival at the place of examination after the starting time.
- d. Scoring. For promotional examinations only, the Personnel Officer shall establish the minimum passing score for all parts of the examination. The final score of an applicant shall be based upon the scores of all the tests and evaluations included in the examinations. Failure of the applicant to pass one part of the examination shall be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. The Personnel Officer may, at his/her discretion, include as part of the examination, tests which are qualifying only.
- e. Five points shall be added to the final score of an entrance examination of any Authority volunteer in good standing for one year or more, or of any Authority volunteer in good standing for six months and an Explorer with Ross Valley in good standing for two years or more, who otherwise achieves a passing final score.
- f. Notification; Access. For promotional examinations only, each candidate shall be given written notice of the results thereof, and if successful, of his/her final score and/or rank on the eligible list. Any applicant who has completed a promotional examination, or his/her representative, shall have access to their own examination records for a period of ten calendar days following mailing of notice of the results. Said applicant within ten calendar days after his/her review of his examination records may file a written appeal as to the validity or scoring of the examination with the Personnel Officer, whose decision shall be final except in a promotional examination.

Section 7. Eligible Lists

- a. Content. As soon as possible after the completion of an examination, the Personnel Officer shall prepare an eligible list of the names of candidates who qualified in the examination, arranged in order of final scores from the highest to the lowest qualifying score. In the event two or more candidates receive the identical final average score (scores taken out to two decimal places), and the examination is weighted, the score earned by each candidate on the test given the greatest weight shall determine the position on the list. In the event that the tie still is not broken, names shall be arranged in alphabetical order and no candidate shall receive any additional consideration because of this arbitrary manner of listing competitors who have earned identical scores.
- b. Duration. Eligible lists shall remain in effect for one year, unless sooner exhausted, and if containing three or more names may be extended by action of the Personnel Officer for additional periods, but in no event shall an eligible list remain in effect for more than two years.

- c. Reemployment Lists. The names of probationary and permanent employees who have been laid off shall be placed on reemployment lists in order of seniority. Such names shall remain thereon for a period of three years unless such persons are sooner reemployed. When a reemployment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such list the number of names equal to the number of vacancies to be filled, and the appointing power shall appoint such persons to fill the vacancies, at previous step and rank, subject to physical examination only.

- d. Removal of Name
 - 1) An applicant so requesting may have his/her name temporarily removed from an eligibility list for a time certain, without penalty.

 - 2) The Personnel Officer shall remove from an eligibility list the name of any applicant who fails to respond to an inquiry within five business days of mailing, or to report for interview, or who declines appointment to a position, fails a medical examination, or does not report to work at time agreed.

Section 8. Appointments.

- a. Filling vacancies. All vacancies in the classified service shall be filled first by reemployment, second from an appropriate eligibility list if available. Otherwise temporary appointments may be made in accordance with subsection (f) below.

- b. Certification for Promotion. Upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.

- c. Certification for Entrance Positions. The Agency may use different types of entrance examinations. The first is an examination held solely by and for the Agency (type A), while the second type is one in which the Agency is part of a consortium or contracts with an outside agency to hold such examination (type B).

- d. In the event a type A examination has been used, upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.

- e. In the event that a type B examination has been used, the Authority shall convene an oral board that will immediately interview all candidates on the list and re-rank all of these individuals according to the needs of the Ross Valley Fire Department. Upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.

- f. Preappointment Action. The Chief may, in his/her discretion, interview one or more persons certified, may make reference and background checks or request the Personnel Officer to do so, and may require passage of a medical examination.

Passage of a medical examination is mandatory before initial appointment to a non-clerical position.

- g. Probation

- 1) No original appointment is final or permanent until completion of a probation period of twelve (12) months. This period of twelve (12) months shall not include any time lost to sick or injury leave. During such period, the employee may be disciplined without regard to the requirements of Section 14 hereof, but otherwise shall be entitled to all benefits applicable to permanent employees. In case of marginal performance but reasonable expectation of improvement, a probation period may be extended for up to six months by mutual agreement of the employee and Chief, with approval of the Personnel Officer.

During the initial probation period for incoming firefighters, a probationary employee may be terminated without cause at any time. Written notice of termination shall be furnished the probationer by the Chief with a copy to the employee's personnel file. Persons rejected during the probation period shall have no right to appeal.

- 2) Probation does not apply to a promotional appointment. A promoted employee who fails to meet performance standards shall revert to his/her former rank.

- h. Permanent Appointment. Permanent appointments may be full or part-time. Permanent appointments shall be made by the Chief from employees successfully completing the work performance evaluation period (probationary period).

- i. Temporary Appointment. Temporary, emergency and seasonal appointments generally shall be made from eligibility lists in the same manner as regular appointments. If, however, an appropriate eligibility list does not exist, otherwise qualified persons may be appointed for periods not exceeding three months. Employees so appointed shall be notified in writing that the appointment is temporary.

Section 9. Promotion.

Insofar as consistent with the best interests of the service, all vacancies in the classified service shall be filled by promotion from within the classified service, after a promotional examination has been given and a promotional list established.

Section 10. Reinstatement.

A permanent employee who has resigned for a valid reason may within a two year period thereafter be reinstated to a vacant position of the same or similar class, without examination other than medical.

Section 11 - Salary Administration.

- a. The salaries or rates of compensation prescribed in the collective bargaining agreement are fixed on the basis of full-time service in full-time positions unless otherwise designated.
- b. The rates of pay prescribed shall be deemed to include pay in every form except for necessary expenses authorized and incurred incident to employment or except as herein provided.
- c. When a pay range for a given class is revised upward, the incumbents in classes affected shall have existing pay adjusted to the same relative step in the new pay range. Where a pay range is adjusted downwards, incumbents shall retain their same dollar amount of pay within the lower range, or if their present rate exceeds the maximum of the lower range, they shall continue to receive the same dollar amount, and such amount shall be considered a "Y" rate. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or reports. Such "Y" rate shall be cancelled on vacancy of the position.
- d. When an employee is promoted from one class to another class with a higher range of pay, he/she shall, as of the date of advancement to the new position, receive not less than the equivalent of a one-step increase. A new anniversary date shall be established for purposes of eligibility for future step increases as of the effective date of the promotion.
- e. In the event a new employee entering upon Authority employment is found to possess extraordinary qualifications for a position through former training or experience or in the event of demonstrated inability to recruit at the first step due to extreme scarcity of qualified personnel, the Chief with approval of the Executive Officer may authorize the appointment at a higher step than the first step of the salary range, such action to be reported to the Board of Directors at their next regular meeting.
- f. Step increases shall be upon an employee's anniversary date and will be given in conjunction with a satisfactory performance evaluation. A step increase will not be given unless a satisfactory performance evaluation is received.
- g. The withholding of a step increase due to lack of a satisfactory performance evaluation shall be subject to the grievance procedure.

Section 12. Position Abolition.

- a. Whenever a position is ordered abolished by the Authority Board, seniority shall be observed in reducing personnel and the order of lay-off shall be in reverse order of seniority. Lay-off shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the lay-off of any probationary or permanent employee.
- b. An employee subject to layoff may bump another employee in a lower related class from which the first employee has been promoted.
- c. An employee subject to layoff shall receive notice or severance pay in accordance with the following schedule:

Less than two years of continuous service - a minimum of two weeks notice, during which period employee shall continue to work.

After two years of continuous service - one month's severance pay, payable in a lump sum as of the termination date.

After five years of continuous service - three months' severance pay, payable in a lump sum as of the termination date.

After ten years of continuous service - six months' severance pay, payable in a lump sum as of the termination date.

In the event an employee is hired back within the severance pay period, the employee shall return to the agency an amount equal to the severance pay less the actual time laid off from the position.

Section 13. Grievance Procedure

- a. A grievance may be filed by any employee on his/her own behalf, or jointly by a group of employees, or by the collective bargaining representative.
- b. Within seven calendar days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by his/her immediate supervisor or at any appropriate level of authority. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.
- c. If the grievant believes that the grievance has not been redressed within seven calendar days, he/she may initiate a formal grievance within seven calendar days thereafter. A formal grievance can be initiated only by completing and filing with the Executive Officer a form provided by him/her for this purpose.
- d. Step 1
Within seven working days after a formal grievance is filed, the Chief or his/her representative shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

- e. Step 2
 - 1. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, the party may, within not more than seven calendar days from his/her receipt of the Chief's decision, request consideration of the grievance by the Executive Officer by so notifying the Executive Officer in writing.
 - 2. Within fifteen calendar days after such notification, the Executive Officer shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing.
 - 3. If the decision of the Executive Officer resolves the grievance to the satisfaction of grievant, it shall bind the Authority.
 - 4. If the decision of the Executive Officer does not resolve the grievance to the satisfaction of grievant, grievant may file a final appeal to Step 3.
- f. Step 3
 - 1. A final appeal to Step 3 may be filed, in writing, with the Executive Officer not more than seven calendar days from receipt by grievant of the Executive Officer's decision.
 - 2. At Step 3, the grievance may be determined by an arbitrator selected by mutual agreement between grievant and Executive Officer, provided they also agree on the issues to be arbitrated. Otherwise, the grievance shall be determined by the Board of Review. In such event, the decision of the Board of Review shall be made in writing within thirty calendar days after the filing of the appeal.
 - 3. The decision of the arbitrator or of the Board of Review, as the case may be, shall be final and binding on all parties.
- g. Any time limit may be extended only by mutual agreement in writing.
- h. An aggrieved employee may be represented by any person of his/her choice at any stage of the proceedings. A representative of the collective bargaining agent is entitled to be present at all meetings, conferences and hearings.
- i. All expenses of arbitration shall be shared equally by Authority and grievant.
- j. Failure on the part of Authority or grievant to appear before the arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.

Section 14. Disciplinary Action

- a. A disciplinary action as defined in Section 8 (a) of Resolution 01-02 shall be treated and processed as a grievance under Section 13 hereof, subject to the following further due process requirements:
- b. (In lieu of Step 1 of the grievance procedure) Before taking a disciplinary action against any permanent employee, the Chief shall:
 - (1) Furnish the employee with a written notice of the proposed action statement of the reasons therefore, statement of specific charges, and copies of the materials upon which the proposed action is based.
 - (2) Within five calendar days, conduct an informal closed hearing at which the employee and/or his/her representative may be heard, may submit any available evidence or have presented any available testimony he/she deems relevant, and may seek to convince the Department Head to withhold or modify the proposed action.
 - (3) Extend to the employee as well an opportunity to respond in writing within five calendar days from delivery of the notice of proposed action.

Thereafter, the Chief may proceed with the proposed disciplinary action or a modification thereof, provided he/she files promptly with the Executive Officer, with a copy to the employee, a written statement of the actions, reason therefore and specific charges.

- c. If the Chief believes that the public interest requires that a disciplinary action be effective immediately, he/she shall deliver to the Executive Officer and to the employee affected the notice required by paragraph b (1) of this section, After notice to the affected employee, the Executive Officer shall conduct a closed hearing to determine if there is probable cause for the proposed action, and whether the public interest requires that the action be immediate. If, upon the completion of the hearing, the Executive Officer so finds, the action shall be effective as of the date designated by the Executive Officer. The Executive Officer's determination shall not be appealable, but shall not affect subsequent rights of appeal to Step 2 and Step 3 of the grievance procedure in which back pay may be awarded.

I hereby certify that the foregoing resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Ross Valley Fire Service held on May 10, 2001 by unanimous vote.

JoAnne Lewis, Clerk

(Exhibit C)

LEAVE OF ABSENCE POLICY

The following guidelines have been proposed based on the nature of fire department scheduling and the existing policies of sick day coverage.

- I. A leave of absence will be permitted for the following:
 - A. Where fire department scheduling and staffing can accommodate the absence without placing an undue burden on all other personnel.
 - B. For difficult circumstances of a personal nature such as illness or injury with no residual department sick leave.
 - C. For fire-science related educational purposes.
 - D. For travel, but limited to once every five years per individual.
- II. A leave of absence shall be granted for a maximum period of 90 days. At that time a review of an extension request will be made based on department staffing, injuries, etc.

(Exhibit D)

STANDARDS FOR EDUCATIONAL INCENTIVES

The purpose of the Educational Incentive Program is to promote continued education and training throughout the workforce. The Incentive Program works in two ways; by providing a higher level of incentive for higher degree of education, and by requiring annual education or training to maintain the incentive.

1. **First Level:** All employees who achieve 30 units towards a Fire Science degree shall receive a sum of \$42.50 per month, for 12 months thereafter.
2. **Second Level:** All employees who have a Fire Science degree or 60 units toward a Fire Science degree shall receive a sum equivalent to 2.5% of base monthly salary, for 12 months thereafter. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
3. **Third Level:** All employees who have a Bachelor's Degree, from an accredited school, shall receive a sum equivalent to 5% of base monthly salary, for 12 months thereafter. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
4. **Required Continued Education and Training:** In order to retain incentive in each subsequent year, an employee will be required to complete 10 hours of training for the first level of incentive, 15 hours of training for the second level, and 20 hours of training for the third level.
5. **Eligible Education and Training:** The Incentive program shall be based on hours completed in education and training programs while off duty. Eligible programs include: College curriculum classes required to complete an Associate's or Bachelor's Degree, both online and traditional format; National Fire Academy classes; State Fire Marshal classes; NWCG/CCIICS classes; FEMA classes; Marin County Fire Chief Association classes; and those classes authorized and approved by the educational committee.
6. **Incentive Hours:** Receipt of overtime, compensatory time, coverage for, or tuition reimbursement for continuing education/training will not disqualify hours spent in that training from counting toward an employee's annually required hours.
7. **Incentive CE hours that that DO NOT qualify:** required Department Management Training, required EMT or Paramedic Continuing Education, required special team training, i.e. US&R, Haz-Mat, CISM Team Training, etc.

8. **Accreditation:** All college level course work to eligible must be from an accredited school as identified by the US Department of Education accreditation database: <http://ope.ed.gov/accreditation/search.aspx>

9. **Educational units/credits:** College units or credits can be converted to eligible educational hours based on the following formula:

1 Unit = 18 hours

1 Credit = 12 hours

10. **Education Committee:** The Education Committee will consist of two (2) management representatives and two (2) bargaining unit representatives. This committee shall review which courses will qualify for educational incentive as defined above, with the Executive Officer having the final decision if members of the committee cannot reach a majority decision.

(Exhibit E)

REQUIRED FIREHOUSE MESS

It will be the policy that all fire department personnel will be required to participate in and contribute to firehouse meals with no exception.

Due to the fact that shift personnel on duty must stay together as an engine company, individual members are not permitted to leave the firehouse for meals. All members will participate in all meals while on shift. There will be a non-exclusionary assessment to all members equally. Required meals shall include the midday and evening meals.

The department shall provide adequate facilities for preparing and serving each meal as well as sufficient time set aside during working hours.

(Exhibit F)

ROSS VALLEY FIRE DEPARTMENT – MANUAL OF OPERATIONS

TITLE: _____ II. Personnel

CHAPTER: 5. Personnel Policies and Procedures

ARTICLE: 14. Restricted Duty

SECTION:

DATE: DATE REVISED: 9/2000 BY:

Article 14 - Restricted Duty

Section 1 - Purpose - This policy shall apply to an employee who might incur an on or off work injury or illness that precludes his/her performance of all regular duties. Such instances may impose a financial hardship on the employee because of insufficient accrued sick/vacation leave or a hardship on the department because of a reduction in personnel resources.

It will be the policy of the department to consider and evaluate light or modified duty assignments on a case-by-case basis. Such assignments will be the exception rather than the rule.

Section 2 - Evaluation Criteria - Light or modified duty assignment will be mutually agreed upon between the fire chief and the employee. Agreement to perform a light duty assignment or to allow a light duty assignment: if there is a disagreement as to the reasonableness of an assignment or request for light duty assignment, then the matter shall be referred to the Executive Officer for decision. If the employee disagrees with the decision of the Executive Officer, the matter will be referred to the Board of Review for final decision. The following factors shall be considered:

- Endorsement for such assignments must be obtained from the employee's physician and/or a physician designated by the Ross Valley Fire Service.
- The physician must estimate a date of recovery from the illness or injury and when the employee can be returned to full duty. Such dates can be adjusted based on accelerated rehabilitation or recovery or extended due to aggravated circumstances.
- The duration of light or modified duty assignments shall be determined on a case-by-case basis but long term situations will not be allowed.

Section 3 - Administration of Light Duty Assignments - Employees assigned to restricted duty will work under a chief officer. A chief officer will process applications or directives for restricted duty assignment and monitor the bulk of assignments with the

goal of achieving the successful return of the employee to full duty. Restricted duty can be initiated at the request of an employee or as a request by the fire chief.

Section 4 - Special Conditions on Restricted Duty - Restricted and light duty assignments will be confined to non-line functions within the scope of regular employment. This would generally include special projects, research, fire prevention, report writing, investigations, etc. The actual assignments will be determined based on the individual situation and the injury and illnesses involved,

Section 5 - Agreement - It is understood that this policy is being instituted on a cooperative basis between fire department management and the employees in that light duty assignments will occur only after mutual agreement between the employee and the chief. However, it is hereby understood that if this policy does not work on a voluntary basis, then the meet and confer process will begin immediately to enact the policy on a mandatory basis.

(Exhibit G)

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document relating to drug and alcohol abuse and drug and alcohol testing shall also be subject to all applicable provisions of the Memorandum of Understanding between the ROSS VALLEY FIRE SERVICE (hereinafter "Employer" and ROSS VALLEY FIREFIGHTERS ASSOCIATION, IAFF, Local 1775, (hereinafter "Union") as well as any Rules and Regulations or Policies and Procedures which have been agreed to following the meet and confer process.

Section 1. **Policy:** The Employer and the Union, IAFF, Local 1775, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. It is the goal of this policy to provide an alcohol/drug free workplace and to eliminate illegal drug use and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2. **Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employees shall be tested before this information is provided to them. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who wish to voluntarily seek assistance may do so by contacting The Fire Chief, their shop steward, an officer of their Union, or the Union attorney. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 3. **Employee Testing:** Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse. If, however, there is reasonable suspicion that an employee's work performance is currently impaired due to drug or alcohol abuse, the Employer may require the employee to undergo a medical test consistent with the conditions set forth in this Policy. This reasonable suspicion may be based upon the following:

- Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000); or
- An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or
- An arrest or conviction of a drug related offense; or
- Involvement in a physical altercation while on duty.

Section 4. Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. If the Union and the Employer cannot agree on the laboratory to conduct the test, the Board of Review shall be convened, and the Union and the Employer shall each submit their selection for the laboratory, together with a written statement as to why each feels their laboratory is the most appropriate one. The Board shall make a decision as to which laboratory will be used. The decision of the Board will be binding upon the parties.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in the evidence locker at the Fairfax or San Anselmo Police Department. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5. Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml

Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites ²	15 ng/ml
Cocaine metabolites ³	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6. Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .08 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .08 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. If the Union and Employer cannot agree on a Medical Review Physician, the Board of Review shall reconvene, and each party shall submit the name, resume and a statement of the reasons why each feels their nominee is the most appropriate person to act as Medical Review Physician. The Board shall thereafter select one of the two names submitted. The decision of the Board of Review shall be final and binding upon the parties.

¹ If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

³ Benzoylcegonine

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8. Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. Rehabilitation Program: Any employee who tests positive for illegal drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP Counselor (The EAP Program selected for use in conjunction with this policy will be one agreed to by the employer and the union. It is anticipated that a specific EAP/drug alcohol counselor will be selected and named in this policy.) Employees who successfully complete a rehabilitation program will be retested once every quarter for the following twenty-four (24) months. An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to retesting as outlined above. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program. If an employee, subject to retesting, tests positive during the twenty-four (24) month period, they shall be subject to disciplinary action as per the Department Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to random retesting for a twenty-four (24) month period. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

Section 11. Duty assignment after treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the

employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. Right of Appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

Section 13. Union held Harmless: The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

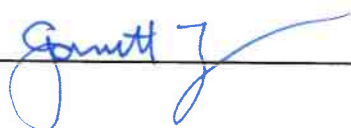
Section 14. Changes in Testing Procedures: The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15. Conflict with Other Laws. This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

APPROVED:

ROSS VALLEY FIRE SERVICE

Dated: 8/14/19

By: 

APPROVED:

ROSS VALLEY FIREFIGHTERS
ASSOCIATION, IAFF, Local 1775

Dated: _____

By: _____
President

**CONSENT AND RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM**

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or Typed Name of Employee

Signature of Employee

Date

C:\wp51\ross-v\y\A&A.tst

(Exhibit H)

ROSS VALLEY FIRE DEPARTMENT - MANUAL OF OPERATIONS

TITLE: II. Personnel

SECTION NO: II-5-1.00

CHAPTER: 3. Seniority List – Regular Personnel

ARTICLE: 1

Revised: 04/23/19

Name	Date of Hire	Years	Vacation Shifts
Mark Weston	6/1/1988	30.9	12
David Stasiowski	6/16/1988	30.9	12
JoAnne Lewis	7/1/1994	24.8	12
Jake Peterson	6/1/1996	22.9	12
Tim Grasser	9/1/1998	20.6	12
Dan Mahoney	8/16/1999	19.7	12
Isaac Wilson	11/1/2000	18.5	12
Helene Drumm	11/1/2000	18.5	12
Robert Hoggan	11/1/2000	18.5	12
Rick Addicks	8/8/2002	16.7	12
Jim Popken	1/1/2003	16.3	12
Gavin Illingworth	5/1/2003	16.0	10
Scott Porter	1/1/2005	14.3	10
Sid Jamotte	5/1/2006	13.0	10
Oscar Arenas	5/1/2006	13.0	10
Todd Standfield	5/1/2006	13.0	10
Aaron Read	9/15/2007	11.6	9
Robert Bastianon	6/16/2008	10.9	9
Rick Rosecrans	8/17/2008	10.7	9
Richard Birmingham	10/1/2008	10.6	9
Mike Gutierrez	8/15/2010	8.7	9
Jesse Olivotti	1/1/2012	7.3	7
Justin Hanson	4/15/2013	6.0	7
Chris Friscia	5/1/2013	6.0	7
Adam Van Dyke	8/1/2013	5.7	7
Scott Poppe	5/1/2014	5.0	7
Bryan Galli	5/1/2014	5.0	7
Tomas Pastalka	3/16/2018	1.1	5
Andrew Juric	3/16/2018	1.1	5
James Barona	3/16/2018	1.1	5
Benjamin Herbertson	3/16/2018	1.1	5

Article 2

Captain Promotional Dates:

Name:	Date of Promotion:
David Stasiowski	5/1/2000
Jake Peterson	10/1/2001
Mark Weston	3/1/2005
Dan Mahoney	1/1/2006
Robert Hoggan	4/15/2008
Tim Grasser	8/7/2008
Jim Popken	7/16/2010
Gavin Illingworth	4/1/2011
Scott Porter	8/06/2013
Isaac Wilson	1/1/2014
Todd Standfield	5/15/2014
Oscar Arenas	10/01/2015

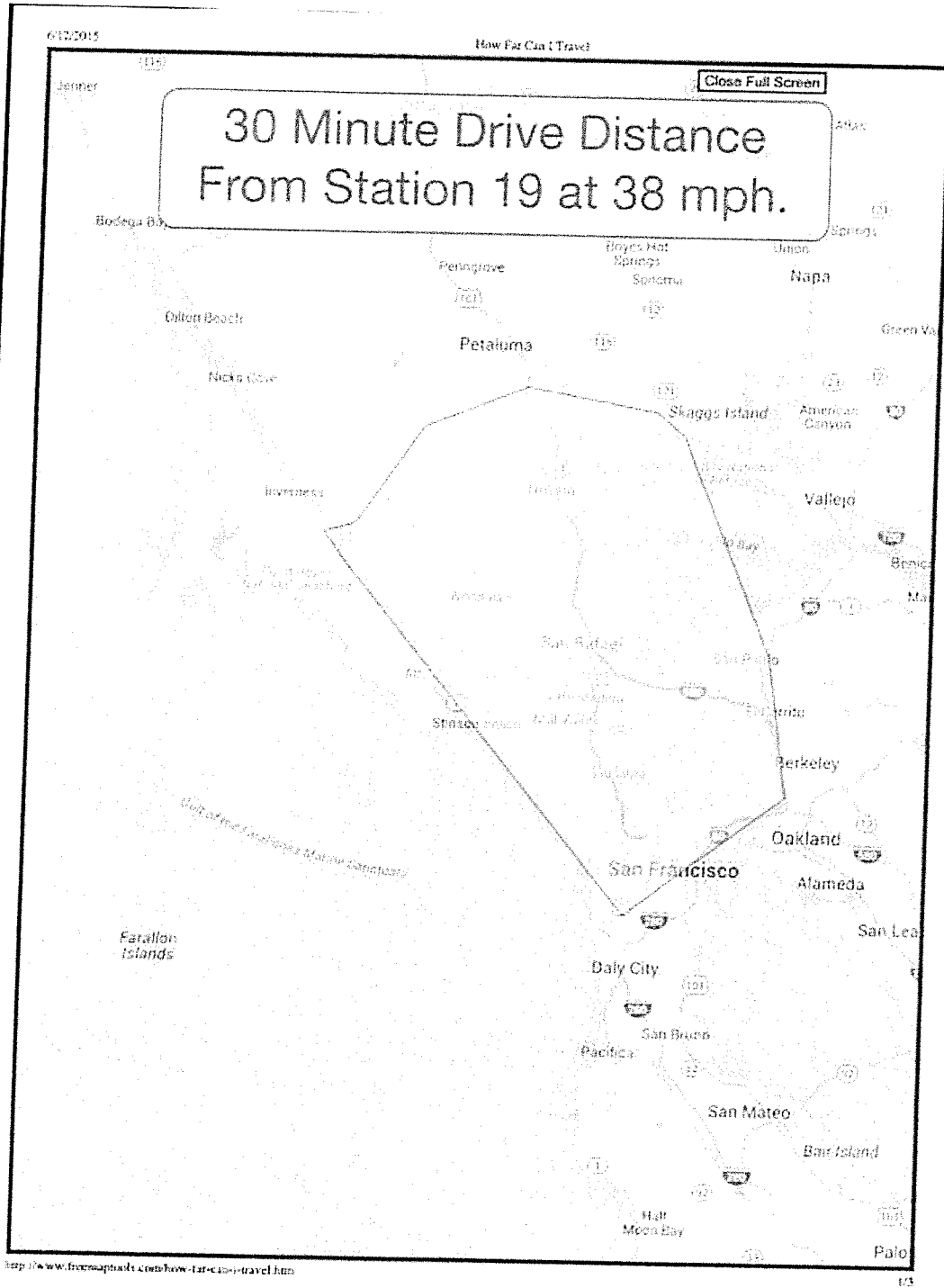
Article 3

Battalion Chief Promotional Dates:

Name:	Date of Promotion:
Dave Stasiowski	3/15/2013
Dan Mahoney	5/15/2014
Tim Grasser	10/01/2015

(EXHIBIT I)

30 MINUTE DRIVE TIME MAP



MEMORANDUM OF UNDERSTANDING
BETWEEN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1775 AND ROSS VALLEY FIRE DEPARTMENT

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MEMORANDUM OF UNDERSTANDING
BETWEEN INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1775 AND ROSS VALLEY FIRE DEPARTMENT

The salaries, hours, fringe benefits and working conditions set forth herein have been mutually agreed by the designated bargaining representatives of Ross Valley Fire Department (hereinafter "Authority") and International Association of firefighters Local 1775 (hereinafter "Association").

1. RECOGNITION AND COOPERATION

- a. Authority, by Section 17e of the Joint Powers Agreement of February 21, 1982, has recognized Association as the exclusive bargaining representative for all full-time employees of Authority other than the Chief, Administrative Assistant, Fire Inspector, and Firefighter Apprentices.
- b. Both parties recognize their mutual obligation to cooperate with each other to assure service of the highest quality and efficiency to the residents of Authority's territory.
- c. Authority semi-annually shall furnish to each employee a statement of net accrual of vacation and sick leave. The Authority shall make best efforts to provide the Association with the name, job title, work, home and personal cellular telephone numbers, personal email addresses, and home addresses of all employees in the bargaining unit every 120 days.

2. SALARIES

- a. The monthly salaries payable to full-time employees covered by this agreement shall be as follows:

Effective July 1, 2022, all classifications in the bargaining unit salaries shall be increased by 5.0%.

<u>Effective 07/01/2022</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Captain		9,600.15	10,080.16	10,584.17	11,113.37	11,669.04
Firefighter/Engineer		8,257.20	8,670.06	9,103.56	9,558.74	10,036.68

Effective July 1, 2023, all classifications in the bargaining unit salaries shall be increased by 4.0%.

<u>Effective 07/01/2023</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Captain		9,984.16	10,483.37	11,007.54	11,557.90	12,135.80
Firefighter/Engineer		8,587.49	9,016.86	9,467.70	9,941.09	10,438.15

Effective July 1, 2024, all classifications in the bargaining unit salaries shall be increased by 3.0%.

<u>Effective 07/01/2024</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Captain		10,283.68	10,797.87	11,337.76	11,904.64	12,499.88
Firefighter/Engineer		8,845.11	9,287.37	9,751.73	10,239.32	10,751.29

- b. Step placement and advancement shall be in accordance with the provisions of Section 11 of Authority's Civil Service Rules and Regulations, appended hereto as Exhibit "A".
- c. Any Firefighter/Engineer assigned and working as Acting Captain shall be paid at a step in the salary range for Captain corresponding to the employee's step in the Firefighter/Engineer range.
- d. Any Captain assigned and working as an Acting Battalion Chief shall be paid at Step A in the salary range for Battalion Chief, as per Battalion Chief MOU.
- e. Hourly rates for 56-hour employees shall be calculated by dividing an employee's monthly salary by 242.
- f. The difference between each step (A through E) will be set at 5%.
- g. Employees are eligible for the first step increase after 12 months of employment and every 12 months thereafter until Step "E" is reached.

3. WORKING HOURS AND OVERTIME

- a. During the term of this agreement, the normal Fire Duty Cycle for Firefighter/Engineer and Captain shall consist of two twenty-four (24) hour shifts followed by ninety-six (96) hours off duty. Shifts shall not exceed forty-eight (48) hours duration, commencing at 7 o'clock a.m. Regular overtime is time worked by a Firefighter/Engineer or Captain, beyond forty-eight (48) hours in the standard fire duty cycle. For purposes of computing regular overtime, vacation, sick and compensatory time shall be considered time worked.

- b. Overtime for Fair Labor Standards Act (FLSA) purposes is time worked by a Firefighter/Engineer or Captain beyond one hundred eighty-two (182) hours in a twenty-four (24) day work period (as that term is used by the wage and hour division of the Department of Labor) and is the time frame in which hours worked will be counted for the purpose of computing overtime under FLSA regulations.
- c. All overtime work authorized by the Chief or his/her designee shall be paid at time and one-half. Employees shall have the option to accumulate Compensatory Time Off (CTO) in lieu of pay for overtime worked. CTO may be accumulated at a rate of 1.5 to 1.0 up to a total of 240 hours maximum, and may be taken at a time mutually convenient to the employee and employer and subject to the vacation schedule. Total accumulated hours by employee will be calculated on July 1 of each year. Employees who have accumulated more than 240 hours as of July 1 will be notified by the employer of that fact, and allowed to schedule time off to bring the hours accumulation to below 240 hours. CTO in excess of one (1) hour shall be calculated in 1/2 hour increments. No employee shall be allowed to carry more than 240 comp time hours on the books.
- d. All overtime worked, up to a maximum of eight (8) hours, shall be computed at a minimum of one-hour overtime computed on a 40 hour work week overtime rate. For time worked between 8 and 12 hours, the employee shall be paid eight (8) hours at the 40 hour work week overtime rate and the remainder at the 56 hour work week overtime rate. If an employee works in excess of 12 hours, all time worked will be paid based on a 56 hour work week rate.

Any class attended included in the Employee Development Program 4.3.1.11, shall accumulate Compensatory Time Off (CTO) in lieu of overtime pay at the 56 hour work week overtime rate.
- e. Employees may exchange shifts in accordance with the shift trade policy.
- f. The Chief may assign, at his or her discretion, for a period not exceeding thirty (30) days, any employee to work on a typical 40-hour per week schedule for administrative projects. If the assignment is to exceed thirty days, there must be the mutual consent of the Fire Chief and the employee.
- g. Employees required to appear in court or other official hearings pertaining to District business shall be granted a leave of absence with pay from their assigned duty until released by the Court. Employees required to appear in Court or other official hearings, pertaining to District business, other than during their regular tour of duty shall receive a minimum of four (4) hours pay at the overtime rate and shall appear in Class A uniform. The Fire Department, when informed, shall provide appearance information for the employees. This information shall be made available, if known, by 6:00 p.m. on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for notifying the Duty Chief after 6:00 p.m.
- h. The pay rate of all overtime hours, including overtime hours defined by this MOU, shall be the "regular rate of pay," as that term is defined by 29 U.S.C Section 207(e). The Parties agree that the regular rate of pay includes the

following: holiday in-lieu pay, education incentive pay, paramedic pay, out-of-grade pay, and cash in-lieu pay. The Parties agree that this list is not exhaustive and may change in the future to ensure continued compliance with FLSA. The regular rate compensation shall be divided by the number of regularly scheduled hours per work period.

- i. Compensatory time-off hours subject to cash out either during employment or separation shall be paid out at the regular rate of pay.

4. HOLIDAYS

- a. Holiday time off shall not apply to Captains, or Firefighter/Engineers covered by this agreement. In lieu thereof, regular full-time employees shall receive one-half shift's pay for each of the following holidays:

New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Admission Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; December 24, 1/2 day; Christmas Day; December 31, 1/2 day.

- b. Holiday in-lieu pay shall be paid in twenty-four (24) semi-monthly pay checks.

5. VACATION

- a. During the term of this agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of continuous service in accordance with the following schedule:

MONTHS OF SERVICE			ANNUAL VACATION ENTITLEMENT	
Start	through	36	6	24-hour shifts
37	through	96	8	24-hour shifts
97	through	180	10	24-hour shifts
181	and over		12	24-hour shifts

- b. Vacation time shall be accumulated monthly from the outset of employment.
- c. An employee may not have more than 432 hours of accrued vacation at any time. When an employee reaches the accrued vacation cap, the employee will stop accruing new vacation hours until the employee's vacation hours fall below the cap through the use of vacation time. During each pay period, an employee's used vacation hours will be deducted from the available vacation hours before an employee's accrual is added, thereby allowing accrued vacation hours to continue up to the vacation cap within the same pay period as use. An employee may transfer annually up to 48 hours of unused vacation time to the employee's Deferred Compensation (457b) account and/or Retirement Health Savings Plan. The contribution will be calculated at the regular rate of pay for that employee at the time the transfer request is submitted. A transfer/contribution to the Retirement Health Savings Plan will not increase the Authority's contribution. An employee shall make this request through the Authority's Vacation Accrual Transfer Form, or other process as designated by the Authority. Transfer requests must be made between October 1 and 14 of each year, with the transfer of funds occurring contemporaneously with the first paycheck in November.

- d. An employee who resigns, retires, is laid off or discharged, and who has earned vacation time to his/her credit, shall be paid for said earned vacation as of the effective date of the termination.
- e. Vacation shall be accumulated in accordance with the schedule set forth in paragraph 5-a. of this agreement only for time actually worked. The following shall be treated as time worked for purposes of this subsection: paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charged leave for work-connected illness or injury if the disability is determined to be temporary.
- f. A maximum of 72 hours of vacation may be taken in advance of accrual, if approved by the Chief as convenient to Authority.
- g. An employee who is on 4850 time shall have his or her maximum vacation accrual cap suspended until the employee returns to full duty. From the date the employee returns to full duty, the employee shall have six (6) months to reduce his or her accrued vacation. At the end of the sixth month the maximum vacation accrual cap shall be implemented. If an employee has not reduced the vacation balance below their vacation accrual cap within the six-month period, the Fire Chief, at his/her discretion, may grant additional time as long as the employee has demonstrated reductions in his or her vacation accrual balance and can show extenuating circumstances for why he or she was not able to reduce the vacation balance.

6. SICK LEAVE

- a. Disability of a Firefighter/Engineer or Captain resulting from a work-connected illness or injury shall be compensated exclusively in accordance with Labor Code 4850. Time off work of a Firefighter/Engineer or Captain resulting from illness or injury not connected with work for Authority shall be charged against accrued sick leave, provided in case of absence caused by compensable injury sustained while gainfully employed by a commercial employer, the employee shall remit to Authority any temporary disability compensation provided under the Workers' Compensation law.
- b. During the term of this agreement, all regular full-time employees shall accrue one-half shift of sick leave for each month or major fraction thereof worked. Sick leave shall accrue only for time actually worked. The following shall be treated as time worked for purposes of this subsection; paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charged leave for work-connected illness or injury if the disability is determined to be temporary.
- c. Unused sick leave shall accumulate up to a maximum of 60 shifts (for 24 hour personnel) for the purposes of payoff as per the MOU at time of retirement, but no maximum for the use of such sick leave as per this M.O.U. Separation/retirement payoff will be limited to this maximum factor of 60 shifts as per the MOU.

Members, with an excess of 60 shifts as of 7/1/02, using sick leave will have such leave deducted from this maximum total for payoff purposes.

- d. In case of necessity, up to seventy-two (72) hours of sick leave may be taken in advance of accrual if approved by the Chief.
- e. In the event of illness or injury of a person having a close familial relationship with an employee covered by this agreement, up to seventy-two (72) hours of sick leave per contract year may be taken as familial care leave. A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grand- parents, grandchildren, brothers, sisters or any other person identified by law.
- f. In case of the death of a person having a close familial relationship with an employee covered by this agreement, up to seventy-two (72) hours of sick leave per contract year may be taken as bereavement leave. A familial relationship is defined by Exhibit B (h) "IMMEDIATE FAMILY". The immediate family of an employee shall include: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, step children or any other person approved by the Chief.
- g. A physician's certificate in a form acceptable to the Executive Officer may be required by the Chief or Executive Officer before any absence is charged against sick leave, or before return to work is permitted after extended illness or serious injury. All illnesses or injuries that result in more than two months off from full duty will require a Department selected physicians release before a return to full duty.
- h. Association recognizes the right of Authority to verify sick leave.
- i. An employee using less sick leave in a contract year than he/she has accrued in that year may elect to transfer twenty five percent (25%) of the excess to his/her vacation accrual, or may elect to have equivalent cash contributed to the Supplemental Retirement Program (deferred compensation).
- j. Retirees shall receive 100% credit for accumulated sick leave, said credit to be added to his/her length of service at retirement. In the alternative, the cash value of 50% of accumulated sick leave, subject to paragraph (c) above, will be contributed to the employee's Retiree Health Savings Plan.
- k. If an employee is unable to return to work before his/her sick leave accrual is exhausted, charge shall be made against compensatory time accrual or vacation accrual.

7. SPECIAL LEAVE

- a. Military leave with pay shall be granted in accordance with and not exceeding the requirements of applicable federal and state laws.
- b. Jury leave with pay shall be granted to an employee called for potential jury duty or serving on a jury, provided he/she endorses over to Authority any compensation received therefore.
- c. Leave of absence without pay may be granted by the Chief for up to seven (7) calendar days, or by the Executive Officer upon recommendation of the

Chief for up to ninety (90) calendar days, only in accordance with standards appended hereto as Exhibit "C".

- d. Family leave shall be granted in accordance with the Federal FMLA of 1993 and the CFRA of 1991. Requests for Family leave are submitted to the Fire Chief for approval and reviewed for consistency with the law prior to approval.

8. HEALTH BENEFITS

- a. **Plan Health Insurance – Active Employees:** The Authority's monthly contribution for employee and the employee's eligible dependents shall be in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA).
- b. **Cafeteria Plan:** The Authority will provide a benefit program whereby the Authority will make a fixed donation to each employee's account during each month for benefits, and the employee will be given the maximum amount of flexibility allowed by the various plans to apply the contribution to the benefit(s) he/she prefers. For the term of this contract, the amount of the cafeteria plan shall be an amount equal to the full family cost of Kaiser (PERS Kaiser Bay Area Plan), less the Minimum Employer Contribution (MEC) established by the PEMHCA. Cafeteria benefits may be used for health insurance, dental insurance, life insurance, disability insurance, and cash-in-lieu of medical payments to the employee. The cash-in-lieu payment, however, cannot exceed \$270 per month. Cash-in-lieu will be increased to \$320 per month if FLSA is amended or a final and binding federal court ruling is made which would allow cash-in-lieu payments to be excluded from the regular rate of pay. The increase would be effective the pay period after the Authority informs the Association in writing of its desire to no longer include cash-in-lieu payments in the regular rate of pay calculation.
- c. Employees will be allowed to change their utilization of the benefit plan only once per year, during the PERS Open Enrollment Period of each calendar year. The benefits upon which this amount of money may be distributed are: the premium for the Public Employees Retirement System Health Care Act, the premium for the dental plan, and the premium for disability and life insurance.
- d. Employees will be given an annual statement of the amounts paid to each option. Employees choosing to waive participation in one or more insurance programs may do so only after providing acceptable proof of equivalent coverage through other sources.
- e. Authority agrees to provide per Government Code Section 22850 the benefits of the Public Employees' Medical and Hospital Care Act for all employees and annuitants (retirees).
- f. Authority agrees to continue to pay the health, dental, and life insurance premiums for those employees who have been injured off the job and chose to go on the private insurance plan, and therefore off of salary status. The

Authority also agrees that the seniority of that person will not be affected. This is for a maximum of six (6) months unless both parties agree to continue thereafter.

9. UNIFORM AND EDUCATION INCENTIVES

- a. Authority agrees to pay during the term of this agreement to each regular full-time employee covered by this agreement who is required to maintain a uniform, a uniform allowance at the rate of \$720 per year, payable at a rate of \$30 per pay period.
- b. An employee who qualifies for education incentive under the standards appended hereto as Exhibit "D" shall for the duration of such qualification receive such incentive as established by Exhibit "D".

10. PARAMEDIC PROGRAM

- a. For the term of this agreement, in recognition that Ross Valley Paramedic Authority reimburses Ross Valley Fire Department for the cost of the engine company paramedic program, State licensed, Marin County accredited Captain or Firefighter/ Paramedics who are designated and serving as a Paramedic on an engine company shall receive a professional pay differential equal to 11 percent of base salary. This differential shall be based on and added to the current step of the Captain or Firefighter/Paramedic.
- b. Personnel designated and serving as Firefighter/Paramedic shall be expected to continuously maintain their Marin County Paramedic Accreditation unless released from the requirement by the Department. A firefighter/paramedic, upon promotion to Captain, will no longer be eligible for paramedic incentive pay, used to fill minimum daily paramedic staffing, and will be responsible for maintaining his/her certification if he/she desires to continue to remain paramedic certified in Marin County. Individuals currently working as Captain/Paramedic prior to July 1, 2015 may continue to work as a paramedic, including minimum daily paramedic staffing. A Captain or Firefighter/Paramedic who wishes to drop the County certification and stop functioning as a Captain or Firefighter/Paramedic will only be allowed to do so at the time of designation of a new Firefighter/Paramedic or, with the approval of the Chief, for valid reasons and will no longer be eligible for professional pay differential.
- c. The Department will set as a minimum standard for Paramedics the possession of current certificates for PALS or equivalent, PHTLS or equivalent and ACLS. It will be the individual responsibility of each Paramedic to maintain these certifications and any others mandated by the State of California and/or the County of Marin. All such recertifications will be completed by each paramedic in a timely manner so that no portion of a certification or minimum standard lapses during the course of employment as a Firefighter/Paramedic by the Ross Valley Fire Department.
- d. The maintenance of professional competency is the joint responsibility of the RVFD and each paramedic. The Department will allow each paramedic thirty-two (32) hours per fiscal year to maintain these skills. The RVFD and the RVFFA will work together to determine the best way to transition to the

fiscal year. If the paramedic chooses to attend such skills maintenance on duty, then a replacement will be hired if needed. If the paramedic wishes to attend off duty, he or she will be compensated at no more than eight hours of overtime per day.

- e. Firefighter/Paramedics attending training during the duration of this contract utilizing funding either from the Department or an outside entity will be expected to remain with the Department, utilizing these skills, for a period of no less than three years from date of accreditation by the County. In order to facilitate this, both management and labor, at accreditation, will agree upon the dollar amount for such training items as tuition, books, etc. invested in each student. If the Firefighter/Paramedic leaves the Department to work for another Department within the first year after accreditation, then the entire amount will become due and payable to the funding entity. If the Firefighter/Paramedic leaves the Department to work for another Department within the second year after accreditation, then two-thirds of the amount will become due and payable to the funding entity. If the Firefighter/Paramedic leaves the Department to work for another Department within the third year after accreditation, then one third of the amount will become due and payable to the funding entity. All such payments shall be on a prorated basis and be deducted from any final separation check. All personnel affected by this section will be required to sign a statement to the above stipulation prior to the entry into any such Paramedic program.

11. RETIREMENT

- a. For “Classic Members” as defined by CalPERS, the Authority agrees to contract with CalPERS for the 3% at 55 Retirement Plan including 1959 Survivor Benefits Section 21382.4 (Third Level), post retirement survivor benefits, and highest one-year final compensation for safety members covered by this agreement.

“New Members”, as defined by CalPERS, shall be subject to all provisions of the Public Employees’ Pension Reform Act, PEPRA.

- b. **Health Insurance – Retirees:** For any employee who retires during the term of this agreement, the Authority agrees to maintain health insurance coverage and to pay the amount required by P.E.R.S. toward the premium cost thereof, provided the retiree remits to the Authority any further payment due, secures Medicare coverage when eligible, and subject to the following:

Effective January 1, 2014, for retirees who meet the eligibility requirements for retiree healthcare insurance, the Authority’s monthly contribution for the retiree and the retiree’s eligible dependents shall be in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA), and in addition;

For Employees Hired Before April 1, 2013: All employees hired prior to April 1, 2013, upon retirement, who meet the eligibility requirements for retiree healthcare insurance, will be reimbursed for healthcare premium costs by the Authority as follows:

Retiree reimbursement will be based on the current Authority share, as determined by CalPERS, as of January 1, 2013, less the amount already paid, Minimum Employer Contribution (MEC) established by PEMHCA, and will increase by a maximum of \$100 per month, annually until such time the Authority's contributions for retirees is the same as active members (as established in the Cafeteria Plan section). The maximum \$100 per month, annual increase includes increases to the PEMHCA minimum. Retiree health plan options where the Authority's contribution is the same as active members, the \$100 per month annual increase maximum does not apply.

Medicare eligible retirees must apply for and receive Medicare benefit to be eligible for full reimbursement.

Employees Hired After March 31, 2013: All employees hired after March 31, 2013, upon retirement, will be eligible for the Minimum Employer Contribution (MEC) established by PEMHCA, with no additional reimbursement from the Authority.

On August 1, 2013, the Authority established a Retirement Health Savings plan (RHS) for all employees hired after March 31, 2013. An amount equal to four (4) percent of the "Step E" salary for the Firefighter/Engineer, as established in Section 2, Salaries. The four (4) percent contribution includes the recognition of the two (2) percent salary contribution. The employee may elect to contribute the equivalent of 48 hours of vacation in addition to their 2.0% contribution, however the additional contribution will not be matched by the Authority.

Retirement Health Saving Plan (RHS) Contributions

	Authority Contribution	Employee Contribution
Step E of the Firefighter/Engineer base Salary	2.0%	2.0%

- c. Retirees shall be eligible to receive credit for some unused sick leave upon retirement, in accordance with Section 6-j of this agreement.
- d. Authority agrees to implement the provisions of Section 414(h) (2) of the Internal Revenue Code whereby the employee P.E.R.S. contribution is removed from gross salary for tax purposes.
- e. The Authority will continue to provide a deferred compensation plan for all employees. It will be administered by a committee on which both parties to this agreement will be represented.
- f. Starting January 1, 2015, employees will pay the entire Employee Contribution.

- g. Authority and the Association agree to a mandatory retirement age of 65 years for all employees covered by this agreement.

12. WORKING CONDITIONS

- a. An employee required to use his/her private vehicle for Authority business shall be reimbursed at the current rate recognized by the I.R.S.
- b. Authority agrees that during the term of this agreement, a minimum emergency response force of nine (9) Firefighter/Engineers, Captains, and/or Battalion Chiefs of which two (2) must be Captains will be maintained, subject to the following conditions and limitations:
 - 1) Twenty-four (24) hour shift employees assigned to inspection, training, maintenance or other duty to be counted as within emergency response force.
 - 2) Regular shift assignments to be supplemented by overtime, trained volunteers or management employees, as needed, in that order of availability.
 - 3) No engine company to consist of fewer than, and no station to operate with less than two (2) Captains, Battalion Chiefs and/or Firefighters.
 - 4) The minimum standard may be waived by the Chief in the event of multiple work-connected injuries, prolonged mutual aid response to another jurisdiction, similar major emergency, or combination of such factors.
 - 5) At all times there must be a Chief Officer or acting Battalion Chief on duty or available.
- c. There shall be a required mess in accordance with the policy statement appended hereto as Exhibit "E".
- d. Association members shall not engage in a business or calling while off-duty on sick leave with pay or disability leave with pay that would aggravate the injury, prolong the time required to be off duty, or exceed the number of hours being worked before the injury.
- e. There is a restricted duty policy in accordance with the policy statement appended hereto as Exhibit "F".
- f. The Authority agrees to provide for all employees subject to this agreement the IRS Section 125 benefit.
- g. The Drug and Alcohol testing policy and procedure is appended hereto as Exhibit "G".
- h. The Association agrees that EMT 1 Certification is a condition of employment for Captain and Firefighter/Engineer.

13. REDUCTION IN FORCE

Per Civil Service Rules and Regulations, appended hereto as Exhibit "A", supplemented by agreed seniority list.

14. GRIEVANCE PROCEDURE AND DISCIPLINARY ACTION:

Per Civil Service Rules and Regulations, appended hereto as Exhibit "A".

15. PERFORMANCE GUARANTEES

- a. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing with Authority that all matters of controversy within the scope of this agreement shall be settled by the grievance procedure referred to by Section 14 of this agreement.
- b. Each party consents to, and waives any defenses against, an injunctive action by the other party to restrain any violation of this section.

16. EXISTING LAWS MID ORDINANCES; EXISTING BENEFITS

- a. This agreement is subject to all existing laws of the State of California, and to Authority's Resolution 82-1 (Resolution establishing policy and procedure for administration of employer-employee relations) appended hereto as Exhibit "I". Authority, 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. In case of conflict between this agreement and provisions of an Authority Resolution other than Resolution 82-1, this agreement shall govern.
- b. Changes in existing benefits or purported existing benefits not encompassed by the provisions of Section 16-a of this agreement shall be made only following notice to and negotiation with Association. Such changes shall be subject to the grievance procedure. No change in such existing benefits or practices shall be made unless required by operational necessity or unless it will improve the efficiency of the department without affecting or diminishing the health or safety of any employee.

17. DUES WITHHOLDING

- a. 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 Department. The Association shall certify to the Department the identity of such members and the amount of the payroll deductions.

- b. The parties agree that upon certification of the Association that it has and will maintain employee's written authorization, the Department will deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the Department, without delay, along with a list of the employees who have had said dues deducted. Such dues deductions shall continue so long as the modified in accordance with the process outlined below.
- c. If an employee of the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the Department 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 Department and is subject to the terms and conditions set forth in the original payroll deduction/authorization. The cancellation will be promptly processed by the Department.
- d. The Association, to the extent permitted by law, shall indemnify, hold harmless, and defend the Department 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 Department'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 Department shall promptly give written notice of any claim to the Association, (ii) the Department 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 Department 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 Department in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the Department, or agreeing to any injunctive relief or consent decree being entered against the Department without the consent of the Department. 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 Department.

18. 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, except as specifically provided in Section 2-a, 16-b, and 18 of this agreement, notwithstanding any provision of law to the contrary.

19. SEVERABILITY

If any article or section of this agreement shall be held to be invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should 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.

20. Personnel Policies and Procedures

The Association agrees to begin to meet and confer with the Department regarding proposed modifications to the Personnel Policies and Procedures, which are within the scope of bargaining, within thirty (30) days of written notification provided to the Association from the Department; and are subject to the full meet and confer requirements of the MMBA. No implementation of any Personnel Policy and/or Procedure can be made unless the parties have reached agreement on the Personnel Policy and/or Procedure is reached or the impasse process has been completed.

21. Deployment Model Modification

The Association agrees to begin to meet and confer with the Department regarding proposed deployment model modification within (30) days of written notification provided to the Association from the Department; and are subject to full meet and confer requirements of the MMBA, and no implementation can be made unless and until full agreement has been reached, or the impasse process completed.

22. TERM

- a. This agreement shall be in effect from **July 1, 2022 through June 30, 2025**. It shall continue in effect thereafter from year to year unless either party gives at least one hundred twenty (120) days' notice to the yearly anniversary date to terminate or modify this agreement.
- b. Notwithstanding Section 22-a; continuation of this agreement after **June 30, 2025**, may be voided by operation of Section II-A-I of Authority's Resolution 82-1. (Exhibit I)
- c. Upon the giving of notice provided herein, the parties shall meet, collectively negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Every effort shall be made to complete such negotiations prior to the end of the contract term.
- d. Upon ratification of this agreement by the Ross Valley Fire Board, the recommendations set forth above are final. No changes or modifications shall be offered, urged, or otherwise presented by Association or the Executive Officer for the period of this agreement. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this agreement.

23. MANAGEMENT RIGHTS

The Ross Valley Fire Department retains, solely and exclusively, all the rights, powers and authority held prior to the execution of this agreement, except as expressly limited by a specific provision of this agreement.


If a matter in the exercise of these management rights occurs, such as a management decision which impacts an area within the scope of labor representation, as defined by the Myers-Miliias-Brown Act, the Ross Valley Fire Department management staff and labor unit agree to give notice and to meet and confer until the issue is resolved.

24. REVENUE ENHANCEMENT

During the term of this agreement, both labor and management agree to explore options for revenue enhancement that could be used to meet the increasing needs of the fire authority and its employees.

IN WITNESS WHEREOF THE parties have caused their duly authorized representatives to execute the within agreement on this _____ day of _____, 2022.

ROSS VALLEY FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1775



Todd Standfield



Sid Jamotte



Andrew Juric

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1775



John J. Grey, Attorney



John Bagala, President

ROSS VALLEY FIRE DEPARTMENT



Dave Donery, Executive Officer



Beach Kuhl, Ross Valley Fire Board President

Attest:

EXHIBITS

- Exhibit A - Civil Service System
- Exhibit B - Rules and Regulations
- Exhibit C - Leave of Absence Without Pay
- Exhibit D - Education Incentive
- Exhibit E - Required Mess Policy
- Exhibit F - Modified Duty Policy
- Exhibit G - Drug and Alcohol Testing Policy
- Exhibit H- Seniority List
- Exhibit I- Resolution 82-1

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(Exhibit A)

RESOLUTION NO. 01-02 – REVISION OF EXISTING CIVIL SERVICE SYSTEM

Section 1. Personnel System adopted.

Pursuant to the authority granted by Sections 45000 et seq. of the Government Code of the State of California, a personnel system is hereby adopted by the Ross Valley Fire Service (“Authority”)

Section 2. Findings and declarations.

It is the intent of this resolution to insure that:

- (a) Fair Employment. No question on any test, or in any application form, or by appointing authority, shall be so framed as to attempt to elicit information concerning sex, race, color, ancestry, national origin, political or religious opinion or affiliations, of an applicant. No appointment to or removal from a position in the classified service shall be affected or influenced in any manner by any consideration of sex, race, color, ancestry, national origin, political or religious opinion or affiliation.
- (b) All employees consistently provide service of high quality and efficiency to the residents of the jurisdictional area of the authority, receiving salaries, hours, fringe benefits and working conditions as set from time to time by collective bargaining agreement.

Section 3. Applicability.

The provisions of this Civil Service System shall apply to all applicants for and employees in all positions with Authority except for the Chief and temporary employees.

Section 4. Rules and regulations

Authority, by resolution, shall adopt and may amend from time to time, after agreement has been reached through the meet and confer process:

- (a) Personnel rules and regulations consistent with the intent of this resolution, a copy of which shall be attached hereto and incorporated herein as Exhibit “A”; and
- (b) A resolution establishing policy and procedure for the administration of employer-employee relations which shall be attached hereto and incorporated herein as Exhibit “B”.

Section 5. Personnel Officer.

The personnel officer shall be the executive officer of the authority as designated by the Board, and shall have the responsibility for administering the provisions of the Civil Service System.

Section 6. Board of Review

- (a) Appointment. A Board of Review is constituted of five (5) members who shall be appointed as follows: two (2) members to be appointed by the employee bargaining agent; two (2) members to be appointed by the Authority Board; and the final member to be agreed upon by the parties after meeting and conferring. The members of the Board of Review shall serve staggered terms of six (6) years, the initial terms to be agreed upon by the Board, and the employee organization. All members of the Board of Review shall be residents of the jurisdiction to be served by the Authority and have a reputation for fairness and impartiality. A vacancy shall be filled by appointment by either the Authority Board or the employee organization, should either of their appointed seats become vacant, or by agreement by the Authority Board and the employee organization should the fifth member cease to serve. A three-fourths (3/4) vote of the Authority Board shall be required to remove any member of the Board of Review prior to the expiration of his or her term.
- (b) Functions. The Board of Review shall:
- (1) Hear and decide appeals from disciplinary actions instituted under Section 8 hereof;
 - (2) Hear and decide grievances pursuant to the procedure established by the rules and regulations and the employer-employee resolution adopted pursuant to Section 4 hereof;
 - (3) Hear and advise on citizen complaints against employees pursuant to the rules and regulations adopted pursuant to Section 4 hereof.
 - (4) Upon its own motion may, or when requested by the Authority Board or the Executive Officer shall, investigate and make recommendations on any matter of personnel policy.
- (c) Subpoena; powers; Oaths; Counsel: Right of discovery.
- (1) In any hearing, the Board of Review shall have the power to examine witnesses under oath and compel attendance or the production of evidence by subpoenas issued in the name of the Authority and attested by the Secretary to cause the Sheriff of the County of Marin to serve a subpoena issued by the Board and the refusal of a person to attend or to testify in answer to such subpoena shall subject such person to prosecution in the same manner set forth by law.

- (2) Each member of the Board of Review shall have the power to administer oaths to witnesses.
- (3) At any stage of any disciplinary, grievance, or citizen complaint action under this chapter, each party may be represented by a representative of his/her choice, and each party shall have the right to obtain the names of witnesses to be called and to examine relevant documents to be submitted by the other party.
- (d) Hearings. All hearings of the Board of Review shall be closed, unless the appellant, grievant, or person charged requests an open hearing.
- (e) The decision of the Board of Review shall be binding on the parties but shall in no way restrict the right of any party to seek review by a Court of competent jurisdiction.

Section 7. Appointments.

All appointments to the positions specified in Section 3 shall be made by the Chief in accordance with the rules and regulations pursuant to Section 4 hereof.

Section 8. Disciplinary actions.

- (a) Definition. A disciplinary action is a dismissal, demotion, reduction in compensation, suspension without pay, the placing in an employee personnel file of any document which constitutes a written reprimand, or any transfer for punitive reasons.
- (b) Authority. A Chief Officer may take a disciplinary action provided the procedural and appeal requirements are followed as set forth in the rules and regulations adopted pursuant to Section 4 hereof.

Section 9. Abolition of positions

Whenever in the judgment of the Authority it becomes necessary in the interests of economy or because need for a position no longer exists, the Authority Board may abolish any position and lay off the employee holding such position provided that the procedures outlined in the rules and regulations are followed.

(Exhibit B)

**ROSS VALLEY FIRE SERVICE
RESOLUTION NO. 01- 02 - REVISION OF EXISTING CIVIL SERVICE SYSTEM
RULES AND REGULATIONS**

Section 1. Adoption.

Pursuant to Section 4(a) of Resolution No. 01- 02, the following personnel rules and regulations hereby are adopted.

Section 2. Definitions.

- (a) "APPLICANT". A person who has filed an application for employment or examination on a form supplied by the Personnel Officer or designee.
- (b) "CERTIFICATION". The establishment of an eligible list by the Personnel Officer or designee and the submission by him/her of the names of eligibles to the Chief.
- (c) "CLASS". All positions sufficiently similar in duties, authority and responsibility, to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- (d) "DEMOTION". A change in status of an employee from a position in one class to a position in another class having lesser duties and responsibilities, lower qualifications and a lower maximum rate of compensation.
- (e) "DISMISSAL". The termination of an employee for cause.
- (f) "ELIGIBLE LIST". A list of persons who have qualified for a position as a result of competitive examination.
- (g) "GRIEVANCE". Any dispute arising under or claimed violation, misinterpretation, inequitable application of, or noncompliance with provisions of the collective bargaining agreement, State law, or Authority resolution, rule, regulation or existing practice affecting the status or working conditions of employees.
- (h) "IMMEDIATE FAMILY". The immediate family of an employee shall include: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, step children.
- (i) "LAY-OFF". The involuntary separation of an employee due to the abolition of his/her position.
- (j) "PERMANENT EMPLOYEE". An employee who has successfully completed his/her probationary period and has been retained as hereafter provided in these rules.

- (k) "PROBATIONARY PERIOD". A working test period during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position, as hereinafter provided.
- (l) "PROMOTION". The movement of an employee from one class to another class having a higher maximum rate of pay.
- (m) "SENIORITY" Length of service with Authority or its predecessors in probationary or permanent status, continuous other than for absence(s) of less than one year, or mandatory military service, as evidenced by seniority list attached to collective bargaining agreement.
- (n) "TYPES OF SERVICE."
 1. Full-time. A full time employee works the normal number of working hours for the position.
 2. Part-time. A part-time employee works a fraction of the normal workday but normally follows a pre-determined fixed pattern of working hours.
 3. Intermittent/Seasonal. An intermittent or seasonal employee may work a normal day or a fraction thereof.

Section 3. Classification Plan.

A position classification plan shall be established and maintained by the Personnel Officer, applicable to all positions covered by Resolution #01- 02. The Plan shall provide a description of each class of positions, that is, each group of jobs which are sufficiently similar that the same title may be used, the same qualifications required, and the same salary applied with equity. Each such description shall define the class, summarize principal duties, and state minimum qualifications directly related to effective performance.

Section 4. No Waiver of Rights

Neither a candidate for employment, nor any employee in the classified service, shall be required to sign any document whereby he/she waives any right or rights accruing to him/her under Resolutions 01- 02 or collective bargaining agreement.

Section 5 Recruitment

- a. General Standards. Applicants for employment shall meet such standards of education, experience, skills, abilities and personal and physical characteristics as are required for acceptable performance of the duties of the position.
- b. Minimum Standards. Applicants shall, prior to appointment, meet the minimum standards prescribed by applicable class specifications and shall:
 - (1) Pass a medical examination administered by a licensed physician selected and paid by Authority, to determine physical/psychological fitness

for the position.

- (2) Be subject to criminal record check to establish no conviction for a felony or for a misdemeanor involving moral turpitude.
- c. Board Member Ineligibility. A member of the Authority Board of Directors or Board of Review is ineligible to apply for employment during term of office and within one year thereafter. No immediate family member (as per Section 2 (definitions) # h)) of a board member shall be eligible for hire while that board member is serving on such Board.
- d. Announcements. Announcements of vacancies shall be publicized by posting and by advertising at least once in a newspaper of general circulation and by such other methods as the Personnel Officer deems advisable.
- e. Applications. Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certifications of one or more examining physicians or references. All applications must be signed by the person applying for the position.

Section 6. Examinations.

- a. Preparation. The Personnel Officer or designee shall prepare or contract for the preparation of such tests of knowledge, skill, ability and physical characteristics as may be required for a valid and equitable determination of the fitness of applicants for the position. The Personnel Officer or designee shall determine whether the examination shall consist of written, oral, performance or physical tests, or a combination thereof, and shall announce the selective weights assigned to each part of the examination for the purpose of scoring the results. The Personnel Officer or designee shall determine whether examinations shall be open or promotional, assembled or unassembled.
- b. Promotional. Promotional examinations may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service require. Only permanent employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations. There shall be no age limit for qualifying an employee within the classified services for a promotional examination.
- c. Disqualification. Applicants may be disqualified during an examination by the Personnel Officer for any of the reasons listed in Section 45200 of the Government Code of the State of California and the following:
 - (a) Possession of unauthorized materials, devices or anything of use or assistance in the examination;
 - (b) Copying the work of another applicant or reviewing examination sheets prior to commencement of the examination;

- (c) Arrival at the place of examination after the starting time.
- d. Scoring. For promotional examinations only, the Personnel Officer shall establish the minimum passing score for all parts of the examination. The final score of an applicant shall be based upon the scores of all the tests and evaluations included in the examinations. Failure of the applicant to pass one part of the examination shall be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. The Personnel Officer may, at his/her discretion, include as part of the examination, tests which are qualifying only.
- e. Five points shall be added to the final score of an entrance examination of any Authority volunteer in good standing for one year or more, or of any Authority volunteer in good standing for six months and an Explorer with Ross Valley in good standing for two years or more, who otherwise achieves a passing final score.
- f. Notification; Access. For promotional examinations only, each candidate shall be given written notice of the results thereof, and if successful, of his/her final score and/or rank on the eligible list. Any applicant who has completed a promotional examination, or his/her representative, shall have access to their own examination records for a period of ten calendar days following mailing of notice of the results. Said applicant within ten calendar days after his/her review of his examination records may file a written appeal as to the validity or scoring of the examination with the Personnel Officer, whose decision shall be final except in a promotional examination.

Section 7. Eligible Lists

- a. Content. As soon as possible after the completion of an examination, the Personnel Officer shall prepare an eligible list of the names of candidates who qualified in the examination, arranged in order of final scores from the highest to the lowest qualifying score. In the event two or more candidates receive the identical final average score (scores taken out to two decimal places), and the examination is weighted, the score earned by each candidate on the test given the greatest weight shall determine the position on the list. In the event that the tie still is not broken, names shall be arranged in alphabetical order and no candidate shall receive any additional consideration because of this arbitrary manner of listing competitors who have earned identical scores.
- b. Duration. Eligible lists shall remain in effect for one year, unless sooner exhausted, and if containing three or more names may be extended by action of the Personnel Officer for additional periods, but in no event shall an eligible list remain in effect for more than two years.
- c. Reemployment Lists. The names of probationary and permanent employees who have been laid off shall be placed on reemployment lists in order of seniority. Such names shall remain thereon for a period of three years unless such persons are sooner reemployed. When a reemployment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such list the number

of names equal to the number of vacancies to be filled, and the appointing power shall appoint such persons to fill the vacancies, at previous step and rank, subject to physical examination only.

d. Removal of Name

- 1) An applicant so requesting may have his/her name temporarily removed from an eligibility list for a time certain, without penalty.
- 2) The Personnel Officer shall remove from an eligibility list the name of any applicant who fails to respond to an inquiry within five business days of mailing, or to report for interview, or who declines appointment to a position, fails a medical examination, or does not report to work at time agreed.

Section 8. Appointments.

- a. Filling vacancies. All vacancies in the classified service shall be filled first by reemployment, second from an appropriate eligibility list if available. Otherwise temporary appointments may be made in accordance with subsection (f) below.
- b. Certification for Promotion. Upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.
- c. Certification for Entrance Positions. The Agency may use different types of entrance examinations. The first is an examination held solely by and for the Agency (type A), while the second type is one in which the Agency is part of a consortium or contracts with an outside agency to hold such examination (type B).
- d. In the event a type A examination has been used, upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.
- e. In the event that a type B examination has been used, the Authority shall convene an oral board that will immediately interview all candidates on the list and re-rank all of these individuals according to the needs of the Ross Valley Fire Department. Upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.
- f. Preappointment Action. The Chief may, in his/her discretion, interview one or more persons certified, may make reference and background checks or request the Personnel Officer to do so, and may require passage of a medical examination.

Passage of a medical examination is mandatory before initial appointment to a non-clerical position.

g. Probation

- 1) No original appointment is final or permanent until completion of a probation period of twelve (12) months. This period of twelve (12) months shall not include any time lost to sick or injury leave. During such period, the employee may be disciplined without regard to the requirements of Section 14 hereof, but otherwise shall be entitled to all benefits applicable to permanent employees. In case of marginal performance but reasonable expectation of improvement, a probation period may be extended for up to six months by mutual agreement of the employee and Chief, with approval of the Personnel Officer.

During the initial probation period for incoming firefighters, a probationary employee may be terminated without cause at any time. Written notice of termination shall be furnished the probationer by the Chief with a copy to the employee's personnel file. Persons rejected during the probation period shall have no right to appeal.

- 2) Probation does not apply to a promotional appointment. A promoted employee who fails to meet performance standards shall revert to his/her former rank.

h. Permanent Appointment. Permanent appointments may be full or part-time. Permanent appointments shall be made by the Chief from employees successfully completing the work performance evaluation period (probationary period).

i. Temporary Appointment. Temporary, emergency and seasonal appointments generally shall be made from eligibility lists in the same manner as regular appointments. If, however, an appropriate eligibility list does not exist, otherwise qualified persons may be appointed for periods not exceeding three months. Employees so appointed shall be notified in writing that the appointment is temporary.

Section 9. Promotion.

Insofar as consistent with the best interests of the service, all vacancies in the classified service shall be filled by promotion from within the classified service, after a promotional examination has been given and a promotional list established.

Section 10. Reinstatement.

A permanent employee who has resigned for a valid reason may within a two year period thereafter be reinstated to a vacant position of the same or similar class, without examination other than medical.

Section 11 - Salary Administration.

a. The salaries or rates of compensation prescribed in the collective bargaining

agreement are fixed on the basis of full-time service in full-time positions unless otherwise designated.

- b. The rates of pay prescribed shall be deemed to include pay in every form except for necessary expenses authorized and incurred incident to employment or except as herein provided.
- c. When a pay range for a given class is revised upward, the incumbents in classes affected shall have existing pay adjusted to the same relative step in the new pay range. Where a pay range is adjusted downwards, incumbents shall retain their same dollar amount of pay within the lower range, or if their present rate exceeds the maximum of the lower range, they shall continue to receive the same dollar amount, and such amount shall be considered a "Y" rate. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or reports. Such "Y" rate shall be cancelled on vacancy of the position.
- d. When an employee is promoted from one class to another class with a higher range of pay, he/she shall, as of the date of advancement to the new position, receive not less than the equivalent of a one-step increase. A new anniversary date shall be established for purposes of eligibility for future step increases as of the effective date of the promotion.
- e. In the event a new employee entering upon Authority employment is found to possess extraordinary qualifications for a position through former training or experience or in the event of demonstrated inability to recruit at the first step due to extreme scarcity of qualified personnel, the Chief with approval of the Executive Officer may authorize the appointment at a higher step than the first step of the salary range, such action to be reported to the Board of Directors at their next regular meeting.
- f. Step increases shall be upon an employee's anniversary date and will be given in conjunction with a satisfactory performance evaluation. A step increase will not be given unless a satisfactory performance evaluation is received.
- g. The withholding of a step increase due to lack of a satisfactory performance evaluation shall be subject to the grievance procedure.

Section 12. Position Abolition.

- a. Whenever a position is ordered abolished by the Authority Board, seniority shall be observed in reducing personnel and the order of lay-off shall be in reverse order of seniority. Lay-off shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the lay-off of any probationary or permanent employee.
- b. An employee subject to layoff may bump another employee in a lower related class from which the first employee has been promoted.

- c. An employee subject to layoff shall receive notice or severance pay in accordance with the following schedule:

Less than two years of continuous service - a minimum of two weeks notice, during which period employee shall continue to work.

After two years of continuous service - one month's severance pay, payable in a lump sum as of the termination date.

After five years of continuous service - three months' severance pay, payable in a lump sum as of the termination date.

After ten years of continuous service - six months' severance pay, payable in a lump sum as of the termination date.

In the event an employee is hired back within the severance pay period, the employee shall return to the agency an amount equal to the severance pay less the actual time laid off from the position.

Section 13. Grievance Procedure

- a. A grievance may be filed by any employee on his/her own behalf, or jointly by a group of employees, or by the collective bargaining representative.
- b. Within seven calendar days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by his/her immediate supervisor or at any appropriate level of authority. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.
- c. If the grievant believes that the grievance has not been redressed within seven calendar days, he/she may initiate a formal grievance within seven calendar days thereafter. A formal grievance can be initiated only by completing and filing with the Executive Officer a form provided by him/her for this purpose.
- d. Step 1
Within seven working days after a formal grievance is filed, the Chief or his/her representative shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.
- e. Step 2
 1. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, the party may, within not more than seven calendar days from his/her receipt of the Chief's decision, request consideration of the grievance by the Executive Officer by so notifying the Executive Officer in writing.
 2. Within fifteen calendar days after such notification, the Executive Officer shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing.

3. If the decision of the Executive Officer resolves the grievance to the satisfaction of grievant, it shall bind the Authority.
 4. If the decision of the Executive Officer does not resolve the grievance to the satisfaction of grievant, grievant may file a final appeal to Step 3.
- f. Step 3
1. A final appeal to Step 3 may be filed, in writing, with the Executive Officer not more than seven calendar days from receipt by grievant of the Executive Officer's decision.
 2. At Step 3, the grievance may be determined by an arbitrator selected by mutual agreement between grievant and Executive Officer, provided they also agree on the issues to be arbitrated. Otherwise, the grievance shall be determined by the Board of Review. In such event, the decision of the Board of Review shall be made in writing within thirty calendar days after the filing of the appeal.
 3. The decision of the arbitrator or of the Board of Review, as the case may be, shall be final and binding on all parties.
- g. Any time limit may be extended only by mutual agreement in writing.
- h. An aggrieved employee may be represented by any person of his/her choice at any stage of the proceedings. A representative of the collective bargaining agent is entitled to be present at all meetings, conferences and hearings.
- i. All expenses of arbitration shall be shared equally by Authority and grievant.
- j. Failure on the part of Authority or grievant to appear before the arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.

Section 14. Disciplinary Action

- a. A disciplinary action as defined in Section 8 (a) of Resolution 01-02 shall be treated and processed as a grievance under Section 13 hereof, subject to the following further due process requirements:
- b. (In lieu of Step 1 of the grievance procedure) Before taking a disciplinary action against any permanent employee, the Chief shall:
 - (1) Furnish the employee with a written notice of the proposed action statement of the reasons therefore, statement of specific charges, and copies of the materials upon which the proposed action is based.
 - (2) Within five calendar days, conduct an informal closed hearing at which the employee and/or his/her representative may be heard, may submit any available evidence or have presented any available testimony he/she deems relevant, and may seek to convince the Department Head to

- withhold or modify the proposed action.
- (3) Extend to the employee as well an opportunity to respond in writing within five calendar days from delivery of the notice of proposed action.

Thereafter, the Chief may proceed with the proposed disciplinary action or a modification thereof, provided he/she files promptly with the Executive Officer, with a copy to the employee, a written statement of the actions, reason therefore and specific charges.

- c. If the Chief believes that the public interest requires that a disciplinary action be effective immediately, he/she shall deliver to the Executive Officer and to the employee affected the notice required by paragraph b (1) of this section, After notice to the affected employee, the Executive Officer shall conduct a closed hearing to determine if there is probable cause for the proposed action, and whether the public interest requires that the action be immediate. If, upon the completion of the hearing, the Executive Officer so finds, the action shall be effective as of the date designated by the Executive Officer. The Executive Officer's determination shall not be appealable, but shall not affect subsequent rights of appeal to Step 2 and Step 3 of the grievance procedure in which back pay may be awarded.

I hereby certify that the foregoing resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Ross Valley Fire Service held on May 10, 2001 by unanimous vote.

JoAnne Lewis, Clerk

(Exhibit C)

LEAVE OF ABSENCE POLICY

The following guidelines have been proposed based on the nature of fire department scheduling and the existing policies of sick day coverage.

- I. A leave of absence will be permitted for the following:
 - A. Where fire department scheduling and staffing can accommodate the absence without placing an undue burden on all other personnel.
 - B. For difficult circumstances of a personal nature such as illness or injury with no residual department sick leave.
 - C. For fire-science related educational purposes.
 - D. For travel, but limited to once every five years per individual.
- II. A leave of absence shall be granted for a maximum period of 90 days. At that time a review of an extension request will be made based on department staffing, injuries, etc.

(Exhibit D)

STANDARDS FOR EDUCATIONAL INCENTIVES

The purpose of the Educational Incentive Program is to encourage employees to pursue and attain a higher level of education and training throughout their careers. Once an employee attains a certain level of education, they will receive the incentive specified below for that specific level only.

1. **First Level:** All employees who achieve 30 units towards a Fire Science degree shall receive a sum of \$42.50 per month.
2. **Second Level:** All employees who have a Fire Science degree or 60 units toward a Fire Science degree shall receive a sum equivalent to 2.5% of base monthly salary. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
3. **Third Level:** All employees who have a Bachelor's Degree, from an accredited school, shall receive a sum equivalent to 5% of base monthly salary. Base salary will be established by the salary table in Section 2 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.

(Exhibit E)

REQUIRED FIREHOUSE MESS

It will be the policy that all fire department personnel will be required to participate in and contribute to firehouse meals with no exception.

Due to the fact that shift personnel on duty must stay together as an engine company, individual members are not permitted to leave the firehouse for meals. All members will participate in all meals while on shift. There will be a non-exclusionary assessment to all members equally. Required meals shall include the midday and evening meals.

The department shall provide adequate facilities for preparing and serving each meal as well as sufficient time set aside during working hours.

(Exhibit F)

ROSS VALLEY FIRE DEPARTMENT – MANUAL OF OPERATIONS

TITLE: II. Personnel

CHAPTER: 5. Personnel Policies and Procedures

ARTICLE: 14. Restricted Duty

SECTION:

DATE: DATE REVISED: 9/2000 BY:

Article 14 - Restricted Duty

Section 1 - Purpose - This policy shall apply to an employee who might incur an on or off work injury or illness that precludes his/her performance of all regular duties. Such instances may impose a financial hardship on the employee because of insufficient accrued sick/vacation leave or a hardship on the department because of a reduction in personnel resources.

It will be the policy of the department to consider and evaluate light or modified duty assignments on a case-by-case basis. Such assignments will be the exception rather than the rule.

Section 2 - Evaluation Criteria - Light or modified duty assignment will be mutually agreed upon between the fire chief and the employee. Agreement to perform a light duty assignment or to allow a light duty assignment: if there is a disagreement as to the reasonableness of an assignment or request for light duty assignment, then the matter shall be referred to the Executive Officer for decision. If the employee disagrees with the decision of the Executive Officer, the matter will be referred to the Board of Review for final decision. The following factors shall be considered:

- Endorsement for such assignments must be obtained from the employee's physician and/or a physician designated by the Ross Valley Fire Service.
- The physician must estimate a date of recovery from the illness or injury and when the employee can be returned to full duty. Such dates can be adjusted based on accelerated rehabilitation or recovery or extended due to aggravated circumstances.
- The duration of light or modified duty assignments shall be determined on a case-by-case basis but long term situations will not be allowed.

Section 3 - Administration of Light Duty Assignments - Employees assigned to restricted duty will work under a chief officer. A chief officer will process applications or directives for restricted duty assignment and monitor the bulk of assignments with the goal of achieving the successful return of the employee to full duty. Restricted duty can

be initiated at the request of an employee or as a request by the fire chief.

Section 4 - Special Conditions on Restricted Duty - Restricted and light duty assignments will be confined to non-line functions within the scope of regular employment. This would generally include special projects, research, fire prevention, report writing, investigations, etc. The actual assignments will be determined based on the individual situation and the injury and illnesses involved,

Section 5 - Agreement - It is understood that this policy is being instituted on a cooperative basis between fire department management and the employees in that light duty assignments will occur only after mutual agreement between the employee and the chief. However, it is hereby understood that if this policy does not work on a voluntary basis, then the meet and confer process will begin immediately to enact the policy on a mandatory basis.

(Exhibit G)

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document relating to drug and alcohol abuse and drug and alcohol testing shall also be subject to all applicable provisions of the Memorandum of Understanding between the ROSS VALLEY FIRE SERVICE (hereinafter "Employer" and ROSS VALLEY FIREFIGHTERS ASSOCIATION, IAFF, Local 1775, (hereinafter "Union") as well as any Rules and Regulations or Policies and Procedures which have been agreed to following the meet and confer process.

Section 1. Policy: The Employer and the Union, IAFF, Local 1775, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. It is the goal of this policy to provide an alcohol/drug free workplace and to eliminate illegal drug use and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2. Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employees shall be tested before this information is provided to them. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who wish to voluntarily seek assistance may do so by contacting The Fire Chief, their shop steward, an officer of their Union, or the Union attorney. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 3. Employee Testing: Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse. If, however, there is reasonable suspicion that an employee's work performance is currently impaired due to drug or alcohol abuse, the Employer may require the employee to undergo a medical test consistent with the conditions set forth in this Policy. This reasonable suspicion may be based upon the following:

- Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000); or
- An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or
- An arrest or conviction of a drug related offense; or
- Involvement in a physical altercation while on duty.

Section 4. Sample Collection: The collection and testing of the samples shall be

performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. If the Union and the Employer cannot agree on the laboratory to conduct the test, the Board of Review shall be convened, and the Union and the Employer shall each submit their selection for the laboratory, together with a written statement as to why each feels their laboratory is the most appropriate one. The Board shall make a decision as to which laboratory will be used. The decision of the Board will be binding upon the parties.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in the evidence locker at the Fairfax or San Anselmo Police Department. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5. Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml

¹ If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Amphetamines 1,000 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites ²	15 ng/ml
Cocaine metabolites ³	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6. Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .08 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .08 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. If the Union and Employer cannot agree on a Medical Review Physician, the Board of Review shall reconvene, and each party shall submit the name, resume and a statement of the reasons why each feels their nominee is the most appropriate person to act as Medical Review Physician. The Board shall thereafter select one of the two names submitted. The decision of the Board of Review shall be final and binding upon the parties.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

³ Benzoylcegonine

Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8. Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. Rehabilitation Program: Any employee who tests positive for illegal drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP Counselor (The EAP Program selected for use in conjunction with this policy will be one agreed to by the employer and the union. It is anticipated that a specific EAP/drug alcohol counselor will be selected and named in this policy.) Employees who successfully complete a rehabilitation program will be retested once every quarter for the following twenty-four (24) months. An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to retesting as outlined above. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program. If an employee, subject to retesting, tests positive during the twenty-four (24) month period, they shall be subject to disciplinary action as per the Department Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to random retesting for a twenty-four (24) month period. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

Section 11. Duty assignment after treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. Right of Appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other

Employer action under the terms of this agreement is grievable.

Section 13. Union held Harmless: The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. Changes in Testing Procedures: The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15. Conflict with Other Laws. This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

APPROVED:

ROSS VALLEY FIRE SERVICE

Dated: _____

By: _____

APPROVED:

ROSS VALLEY FIREFIGHTERS
ASSOCIATION, IAFF, Local 1775

Dated: _____

By: _____

President

CONSENT AND RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or Typed Name of Employee

Signature of Employee

Date

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(Exhibit H)

ROSS VALLEY FIRE DEPARTMENT - MANUAL OF OPERATIONS

TITLE:II. PERSONNEL SECTION NO: II-5-1.00

CHAPTER: 3. Seniority List – Regular Personnel

ARTICLE: 1

Revised: 7/1/2022

Name	Date of Hire	Years	Vacation Shifts
Jake Peterson	6/1/1996	26.1	12
Tim Grasser	9/1/1998	24.2	12
Dan Mahoney	8/16/1999	22.9	12
Isaac Wilson	11/1/2000	21.7	12
Helene Drumm	11/1/2000	21.7	12
Robert Hoggan	11/1/2000	21.7	12
Jim Popken	1/1/2002	20.5	12
Rick Addicks	8/8/2002	19.9	12
Gavin Illingworth	5/1/2003	19.2	12
Scott Porter	1/1/2005	17.5	12
Sid Jamotte	5/1/2006	16.2	12
Oscar Arenas	5/1/2006	16.2	12
Todd Standfield	5/1/2006	16.2	12
Aaron Read	9/15/2007	14.8	10
Rick Rosecrans	8/17/2008	13.9	10
Richard Birmingham	10/1/2008	13.7	10
Jesse Olivotti	1/1/2012	10.5	10
Justin Hanson	4/15/2013	9.2	10
Chris Friscia	5/1/2013	9.2	10
Adam Van Dyke	8/1/2013	8.9	10
Scott Poppe	5/1/2014	8.2	10
Bryan Galli	5/1/2014	8.2	10
Tomas Pastalka	3/16/2018	4.3	8
Andrew Juric	3/16/2018	4.3	8
Benjamin Herbertson	3/16/2018	4.3	8
James Barona	6/14/2018	4.0	8
Royce Wintermute	7/16/2020	2.0	6
Dean Barsocchini	1/18/2021	1.4	6
Tyler Fiske	5/1/2022	0.2	6
Nick Hurn	5/1/2022	0.2	6

ARTICLE: 2

Captain Promotional Dates:

Name:	Date of Promotion:
Jake Peterson	10/1/2001
Robert Hoggan	4/15/2008
Jim Popken	7/16/2010
Scott Porter	8/06/2013
Isaac Wilson	1/1/2014
Todd Standfield	5/15/2014
Oscar Arenas	10/01/2015
Rick Addicks	6/1/2017
Richard Birmingham	3/1/2018
Rick Rosecrans	12/1/2018
Bryan Galli	11/16/2020
Scott Poppe	11/16/2020

II. PROCEDURE

A. RECOGNITION

- 1. IAFF Local 1775 hereby is granted exclusive recognition as the majority representative of and bargaining agent for an appropriate unit consisting of all full time, regular employees of Authority below the rank of Assistant Chief, unless and until decertified pursuant to Section II-A-4 of Town of San Anselmo Resolution #1961 incorporated herein by reference.

B. BARGAINING

1. General

Recognized organization(s) may meet and confer with Authority representatives regarding wages, hours, working conditions, and other similar matters relating to the welfare of employees. When requested, Authority representatives shall meet and confer in good faith with employee organization representatives and endeavor to reach agreement.

2. Representation

In all such conferences, Authority shall be represented by the Executive Officer and/or his designee or designees, and the employees shall be represented by representatives of the recognized employee organization(s) involved.

3. Agreements

Any collective bargaining agreement reached by Authority representatives and representatives of a recognized organization, shall be reduced to writing and shall bind Authority and the organization, upon ratification by the membership of the organization and by the Authority Board.

4. Arbitration and Mediation

If agreement is not reached in negotiations, mediation or arbitration of the issues remaining in contention may be sought by mutual consent of the Authority and the organization (arbitration according to the procedures of the American Arbitration Association). Results of arbitration shall be binding on all parties.

Truly certify that the foregoing resolution was duly passed and adopted at the regular meeting of the Board of Directors of the East Valley Fire Service held at 10:15 AM on unanimous vote.

W. J. ...

SIDE LETTER

STAFFING / DEPLOYMENT / REVENUE-BUDGET-COST

BETWEEN
ROSS VALLEY FIRE DEPARTMENT
AND
ROSS VALLEY FIREFIGHTERS' ASSOCIATION
LOCAL 1775


June 21, 2019

The Ross Valley Fire Department (hereinafter Department) and the Ross Valley Firefighters' Association (hereinafter Association) have mutually agreed to the following:

- The Department shall create a committee comprised of the following:
 - Two representatives selected by the Association
 - One representative selected by the Ross Valley Chief Officers' Association
 - The Executive Officer
 - At least one member of the Fire Executive Staff (Fire Chief, Deputy Fire Chief, Deputy Director)
 - At least one of the Managers (City/General), which includes the Executive Officer
 - At least one member of the Ross Valley Fire Board
- The Committee shall meet no later than 180 days after the adoption of the Memorandum of Understanding between the Department and the Association.
- The Committee shall discuss the following
 - Staffing
 - Deployment
 - Revenue/Budget/Cost

If the foregoing is in accordance with your understanding, please sign below:

For the Department



Date: 01/03/2020

For the Association


SIN JAMSTIE

Date: 1/3/20

MEMORANDUM OF UNDERSTANDING
BETWEEN ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION
AND ROSS VALLEY FIRE DEPARTMENT

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Attachments:

- Exhibit A Civil Service System
- Exhibit B Rules and Regulations
- Exhibit C Leave of Absence Without Pay
- Exhibit D Education Incentive
- Exhibit E Required Mess Policy
- Exhibit F Modified Duty Policy
- Exhibit G Drug and Alcohol Testing Policy
- Exhibit H Resolution

MEMORANDUM OF UNDERSTANDING

Between

ROSS VALLEY FIRE DEPARTMENT

And

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION, IAFF LOCAL 1775

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

The Ross Valley Fire Chief Officers Association, IAFF Local 1775, (RVFCOA) is the formally recognized employee organization for the Chief Officers representation unit. The following classification is represented by this unit:

Battalion Chief

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of the employees in said representation unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the Ross Valley Fire Department Board as the joint recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing July 1, 2022, through June 30, 2025.

1. Salaries

The Salary Plan shall outline the salary structure for the classification represented by the Ross Valley Fire Chief Officers Association, Local 1775. The salaries shall be paid semi-monthly.

2. Rates of Pay

The basic rate of pay equals:

- a. The base hourly rate of pay for 56-hour employees shall be determined by dividing an employee's monthly salary by 242. The formula is:

$$\text{Monthly Salary}/242 = \text{base hourly rate of pay}$$

- b. For the purposes of calculating contractual overtime the following remuneration will be included:

Monthly Salary
Holiday-In-Lieu pay
Education Incentive pay
In-District Living Allowance
Out of Grade pay
Medical Cash In-Lieu Pay

Calculation:

$((\text{Monthly Salary} + \text{Holiday-In-Lieu} + \text{Education Incentive} + \text{In-District Allowance} + \text{Out of Grade} + \text{Medical Cash In-Lieu})/242) = \text{Base hourly overtime rate.}$

- c. The contractual overtime rate of pay shall be all remuneration included in Section 2.B), multiplied by one and one-half (1 ½).

$(\text{Base hourly overtime rate}) \times 1.5 = \text{contractual hourly overtime rate}$

3. Salary and Wage Plan for Battalion Chiefs

Step A: The first step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Executive Officer may authorize original appointment, reinstatement or re-employment at any step other than the first step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first step without first submitting written justification to and receiving written approval from the Executive Officer in advance of any such salary offer.

Step B: Employees are eligible for this adjustment after the completion of six (6) months of continuous satisfactory service. As there is no probationary period for Battalion Chiefs, a Battalion Chief whose work does not justify an advancement to the second step should be returned to the rank of Captain. This justification for advancement will be in the form of a six (6) month performance appraisal.

Step C: An employee should be eligible for adjustment to this step after serving twelve (12) months of continuous satisfactory or better service at the second step. Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Executive Officer.

In light of the Department's decision to treat Battalion Chiefs' as exemption from the overtime requirements of the Fair Labor Standards Act, effective July 1, 2019, the Ross Valley Fire Department agrees to add a one-time Three Hundred and Forty-

five dollars (\$345.00) to the monthly salary to the Battalion Chief. The one-time Three Hundred and Forty-five dollars shall be added to the Battalion Chief base salary prior to any general salary increase effective July 1, 2019.

If FLSA pay, or a replacement for FLSA pay, is reinstated for the Battalion Chiefs', for any reason, then the Battalion Chief compensation shall be reduced by Three Hundred and Forty-five dollars (\$345) per month plus any salary increases effective after July 1, 2019, which result from the compounding of future increases on top of this \$345 increase.

For all permanently employed Battalion Chiefs the salary steps will be:

FY22/23 5% increase	Step A	Step B	Step C
	13,848.98	14,618.36	15,387.75
FY23/24 4% increase	Step A	Step B	Step C
	14,402.93	15,203.10	16,003.26
FY24/25 3% increase	Step A	Step B	Step C
	14,835.02	15,659.19	16,483.36

Step A salary shall be top step less 10%

Step B salary shall be top step less 5%

A Chief Officer assigned to work as the acting Fire Chief will receive additional compensation at a rate equal to 15% above step C in the Battalion Chief's salary schedule for all hours in an acting status.

Battalion Chiefs will be eligible for educational incentive as per Section 16 of this MOU.

Employees hired after March 31, 2013, in recognition of the employer contribution to the Retiree Health Savings plan included as part of Section 14- Retirement, there is a pay reduction equal to 2% of Step E salary for Firefighter/Engineer as set in Section 2, Salaries of the Ross Valley Firefighters MOU. This reduction does not affect holiday in-lieu pay, overtime, education incentive, FLSA overtime, or paramedic premium.

4. Hours of Work:

The firefighting duty schedule shall consist of two twenty four (24) hour shifts followed by ninety-six (96) hours off duty. Shifts shall not exceed forty-eight hours duration, commencing at 7 o'clock am.

The Chief may assign, at his or her discretion, for a period not exceeding thirty (30), Battalion Chiefs to work on a typical 40 hour per week schedule for administrative projects.

If a reduction in the weekly duty schedule, different from that specified above, is mandated by legislative or judicial action, the parties to this Agreement shall meet and confer concerning the effect of the reduction in the weekly duty schedule or such fringe benefits as vacations and sick leave.

5. Dues Deductions:

- a. 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 Department. The Association shall certify to the Department the identity of such members and the amount of the payroll deductions.
- b. The parties agree that upon certification of the Association that it has and will maintain employee's written authorization, the Department will deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the Department, without delay, along with a list of the employees who have had said dues deducted. Such dues deductions shall continue so long as the modified in accordance with the process outlined below.
- c. If an employee of the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the Department 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 Department and is subject to the terms and conditions set forth in the original payroll deduction/authorization. The cancellation will be promptly processed by the Department.
- d. The Association, to the extent permitted by law, shall indemnify, hold harmless, and defend the Department 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 Department'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 Department shall promptly give written notice of any claim to the Association,

(ii) the Department 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 Department 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 Department in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the Department, or agreeing to any injunctive relief or consent decree being entered against the Department without the consent of the Department. 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 Department.

6. Overtime:

All overtime must be authorized and pre-approved by the Fire Chief or designee.

The Parties hereby agree that the Battalion Chiefs are eligible for contractual overtime compensation, as defined in Section 2 of this MOU.

To be eligible for overtime a Battalion Chief must work a minimum of four (4) hours, except for hours actually worked in excess of their regularly-scheduled shifts when assigned to emergency incidents that require a second chief officer (example: expanding vegetation fire or working fire assignment) or shift work required to meet minimum staffing levels. If a Battalion chief works a minimum of four (4) hours, the employee will be paid for all hours worked, including the four hour hours worked to meet the minimum threshold.

For all 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.

All overtime work authorized by the Chief or his designee shall be paid at the rate of pay defined I Section 2.C of this MOU.

Battalion Chiefs have agreed that no further Compensatory Time Off (CTO) will be accrued effective July 1, 2019. Employees who have accumulated CTO shall be able to take accumulated CTO at a time mutually convenient to the employee and the employer and subject to the vacation scheduling process.

Accumulated CTO hours subject to cash-out (i.e., either during employment or upon separation) shall be paid out at the rate of pay defined I Section 2.B of this MOU.

7. Administrative Leave:

Administrative leave is available to Battalion Chiefs in the amount of six (6) shifts per year. Said leave is available beginning July 1 through June 30 annually. It may not be accrued beyond June 30 each year. Actual usage will be taken (if possible) with no financial consequences to the Department and be approved by the Fire Chief. Employees hired/promoted after July 1 will receive administrative leave in a lump sum prorated as follows: 12 hours per month from the date of promotion/hire to June 30.

8. Holidays:

- a. Holiday time off shall not apply to Battalion Chiefs covered by this agreement. In lieu thereof, regular full-time employees shall receive one-half shift's pay for each of the following holidays:

New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Admission Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; December 24, 1/2 day; Christmas Day; December 31, 1/2 day.

- b. Holiday in-lieu pay shall be paid in twenty-four (24) semi-monthly pay checks.

9. Vacation:

- a. During the term of this agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of continuous service in accordance with the following schedule:

MONTHS OF SERVICE			ANNUAL VACATION ENTITLEMENT	
Start	Through	36	6	24 Hour shifts/120 hrs
37	Through	96	8	24 Hour shifts/216 hrs
96	Through	180	10	24 Hour shifts/324 hrs
181	And over		12	24 Hour shifts/288 hrs

- b. Vacation time shall be accumulated monthly from the outset of employment.
- c. An employee may not have more than 432 hours of accrued vacation at any time. When an employee reaches the accrued vacation cap, the employee will stop accruing new vacation hours until the employee's vacation hours fall

below the cap through the use of vacation time. During each pay period, an employee's used vacation hours will be deducted from the available vacation hours before an employee's accrual is added, thereby allowing accrued vacation hours to continue up to the vacation cap within the same pay period as use.

- d. An employee who resigns, retires, is laid off or discharged, and who has earned vacation time to his/her credit, shall be paid for said earned vacation as of the effective date of the termination.
- e. Vacation shall be accumulated in accordance with the schedule set forth in paragraph 9-a of this agreement only for time actually worked. The following shall be treated as time worked for purposes of this subsection: paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charged leave for work connected illness or injury if the disability is determined to be temporary.
- f. A maximum of 72 hours of vacation may be taken in advance of accrual, if approved by the Chief, as convenient to Authority.
- g. An employee may, once each fiscal year, at his/her option, receive a cash payment for a maximum of two accrued vacation days (48hours).
- h. An employee who is on 4850 time shall have their maximum vacation accrual cap suspended until the employee returns to full duty. From the date the employee returns to full duty, the employee shall have twelve (12) months to reduce their accrued vacation. At the end of the twelfth month the maximum vacation accrual cap shall be implemented. If an employee has not reduced their vacation balance below their vacation accrual cap within the twelve month requirement, the Fire Chief, at his/her discretion, may grant additional time as long as the employee has demonstrated reductions in their vacation accrual balances and can show extenuating circumstances for why they were not able to reduce their vacation balance.
- i. Chief Officers will not participate in the shift sign-up process with the Firefighters Association. Chief Officers will have their own sign-up process and will be allowed to use vacation time even if other shift personnel are scheduled off.

10. Sick Leave:

- a. Disability of a Battalion Chief resulting from a work connected illness or injury shall be compensated exclusively in accordance with Labor Code 4850. Time off work of a Battalion Chief resulting from illness or injury not connected with work for Authority shall be charged against accrued sick leave, provided, in case of absence caused by compensable injury sustained while gainfully employed by a commercial employer, the employee shall remit to Authority

any temporary disability compensation provided under the Workers' Compensation Law.

- b. During the term of this agreement, all regular full-time employees shall accrue one-half shift of sick leave for each month or major fraction thereof worked. Sick leave shall accrue only for time actually worked. The following shall be treated as time worked for purposes of this subsection; paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charged leave for work connected illness or injury if the disability is determined to be temporary.
- c. Sick leave shall accumulate without limit.
- d. In case of necessity, up to seventy-two (72) hours of sick leave may be taken in advance of accrual if approved by the Chief.
- e. In the event of, illness or injury of a person having a close familial relationship with an employee covered by this agreement, up to seventy-two (72) hours of sick leave per contract year may be taken as familial care leave. A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grandparents, grandchildren, brothers, sisters or any other person identified by law.
- f. In the death of a person having a close familial relationship with an employee covered by this agreement, up to seventy-two (72) hours of sick leave per contract year may be taken as bereavement leave. A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grandparents, grandchildren, brothers, sisters or any other person approved by the Chief.
- g. A physician's certificate in a form acceptable to the Executive Officer may be required by the Chief or Executive Officer before any absence is charged against sick leave, or before return to work is permitted after extended illness or serious injury. All illnesses or injuries that result in more than two months off from full duty will require a Department selected physicians release before a return to full duty.
- h. Association recognizes the right of Authority to verify sick leave.
- i. An employee using less sick leave in a contract year than he/she has accrued in that year may elect to transfer twenty-five percent (25%) of the excess to his/her vacation accrual, or may elect to have equivalent cash contributed to the Supplemental Retirement Program (deferred compensation).
- j. Retirees shall receive 100% credit for accumulated sick leave at retirement. The cash value of 50% of the retiring employee's accumulated sick leave may

be contributed to the employee's Retiree Health Savings Plan. However, no more than the cash value of 720 hours of sick leave may be contributed to the Retiree Health Savings Plan. After the deduction of any contribution to the Retiree Health Savings Plan, the remaining sick leave balance will be converted to retirement service credit. For example, an employee retiring with 2000 hours of sick leave may convert the cash value of 720 hours of sick leave to the Retiree Health Savings Plan. The remaining 1280 hours of sick leave will be applied to service credit.

- k. If an employee is unable to return to work before his/her sick leave accrual is exhausted, charge shall be made against compensatory time accrual or vacation accrual.

11. Special Leave:

- a. Military leave with pay shall be granted in accordance with and not exceeding the requirements of applicable Federal and State law.
- b. Jury leave with pay shall be granted to an employee called for potential jury duty or serving on a jury, provided he/she endorses over to Authority any compensation received therefore.
- c. Leave of absence without pay may be granted by the Chief for up to seven (7) calendar days, or by the Executive Officer upon recommendation of the Chief for up to ninety (90) calendar days, only in accordance with standards appended hereto as Exhibit "C".

12. Acting Battalion Chiefs

- a. All vacancies will first be filled on a rank for rank basis. Battalion Chiefs will have the first right of refusal for overtime.
- b. If a valid promotional list is in effect, a Captain working that day can be selected (on a rotational basis) to act as Battalion Chief for the day. If no Captain is available, a Battalion Chief shall be hired.
- c. Qualifications:
 - i. Captain must be on valid promotional list in effect.
 - ii. Captain must have successfully completed Acting Battalion Chief training.

13. Health Benefits

- a. **Plan Health Insurance – Active Employees:** The Authority's monthly contribution for employee and the employee's eligible dependents shall be One Hundred and Fifteen dollars (\$115) per month effective December 1,

2013 and shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA).

- b. **Cafeteria Plan:** The Authority will provide a benefit program whereby the Authority will make a fixed donation to each employee's account during each month for benefits, and the employee will be given the maximum amount of flexibility allowed by the various plans to apply the contribution to the benefit(s) he/she prefers. For the term of this contract, the amount of the cafeteria plan shall be an amount equal to the full family cost of Kaiser (PERS Kaiser Bay Area Plan) less the Minimum Employer Contribution (MEC) established by the PEMHCA. Cafeteria benefits may be used for health insurance, dental insurance, life insurance, disability insurance, and cash-in-lieu of medical payment to the employee. The cash-in-lieu payment, however, cannot exceed \$270 per month. Notwithstanding the Department's position that members of the bargaining unit are exempt from the overtime requirements of the FLSA, cash-in-lieu will be increased to \$320 per month if FLSA is amended or a final and binding federal court ruling is made which would allow cash-in-lieu payments to be excluded from the regular rate of pay. The increase would be effective the pay period after the Authority informs the Association in writing of its desire to no longer include cash-in-lieu payments in the regular rate of pay calculation.
- c. Employees will be allowed to change their utilization of the benefit plan only once per year, during the PERS Open Enrollment Period of each calendar year. The benefits upon which this amount of money may be distributed are: the premium for the Public Employees Retirement System Health Care Act, the premium for the dental plan, and the premium for disability and life insurance.
- d. Employees will be given an annual statement of the amounts paid to each option. Employees choosing to waive participation in one or more insurance programs may do so only after providing acceptable proof of equivalent coverage through other sources.
- e. Authority agrees to provide per Government Code Section 22850 the benefits of the Public Employees' Medical and Hospital Care Act for all employees and annuitants (retirees).
- f. Authority agrees to continue to pay the health, dental, and life insurance premiums for those employees who have been injured off the job and chose to go on the private insurance plan, and therefore off of salary status. The Authority also agrees that the seniority of that person will not be affected. This is for a maximum of six (6) months unless both parties agree to continue thereafter.

14. Retirement:

- a. For “Classic Members” as defined by CalPERS, the Authority agrees to contract with CalPERS for the 3% at 55 Retirement Plan including 1959 Survivor Benefits Section 21382.4 (Third Level), post retirement survivor benefits, and highest one year final compensation for safety members covered by this agreement.

“New Members”, as defined by CalPERS, shall be subject to all provisions of the Public Employees’ Pension Reform Act, PEPRRA.

- b. **Health Insurance – Retirees:** For any employee who retires during the term of this agreement, the Authority agrees to maintain health insurance coverage and to pay the amount required by P.E.R.S. toward the premium cost thereof, provided the retiree remits to the Authority any further payment due, secures Medicare coverage when eligible, and subject to the following:

Effective January 1, 2014, for retirees who meet the eligibility requirements for retiree healthcare insurance, the Authority’s monthly contribution for the retiree and the retiree’s eligible dependents shall be in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act (PEMHCA), and in addition;

Employees Hired Before April 1, 2013: For all employees hired by the Authority prior to April 1, 2013, upon retirement, who meet the eligibility requirements for retiree healthcare insurance, will be reimbursed for healthcare premium costs by the Authority as follows:

Retiree reimbursement will be based on the current Authority share, as determined by CalPERS, as of January 1, 2013, less the amount already paid, Minimum Employer Contribution (MEC) established by PEMHCA, and will increase by a maximum of \$100 per month, annually until such time the Authority’s contributions for retirees is the same as active members (as established in the Cafeteria Plan section). The maximum \$100 per month, annual increase includes increases to the PEMHCA minimum. Retiree health plan options where the Authority’s contribution is the same as active members, the \$100 per month annual increase maximum does not apply.

Medicare eligible retirees must apply for and receive Medicare benefit to be eligible for full reimbursement.

Employees Hired After March 31, 2013: All employees hired by the Authority after March 31, 2013, upon retirement, will be eligible for the Minimum Employer Contribution (MEC) established by PEMHCA, with no additional reimbursement from the Authority.

On August 1, 2013, the Authority established a Retirement Health Savings plan (RHS) for all employees hired after March 31, 2013. An amount equal to

four (4) percent of the "Step E" salary for the Firefighter/Engineer, as set in Section 2, Salaries of the Ross Valley Firefighters Association MOU. The four (4) percent contribution includes the recognition of the salary reduction included as part of Section 3, Salary and Wages for Battalion Chiefs.

Retirement Health Saving Plan (RHS) Contributions

	Authority Contribution	Employee Contribution
Step E of the Firefighter/Engineer base Salary	2.0%	2.0%

- c. Retirees shall be eligible to receive credit for some unused sick leave upon retirement, in accordance with Section 10-i of this agreement.
- d. Authority agrees to implement the provisions of Section 414(h) (2) of the Internal Revenue Code whereby the employee P.E.R.S. contribution is removed from gross salary for tax purposes.
- e. The Authority will continue to provide a deferred compensation plan for all employees. It will be administered by a committee on which both parties to this agreement will be represented.
- f. Starting January 1, 2015, employees will pay the entire Employee Contribution.
- g. The Authority and the Union agree to a mandatory retirement age of 65 years for all employees covered by this agreement.

15. Uniform Allowance:

Authority agrees to pay during the term of this agreement to each regular full time employee covered by this agreement who is required to maintain a uniform, a uniform allowance at the rate of \$720 per year, payable at a rate of \$30 per pay period.

16. Educational Incentive:

The following educational incentive plan has been adopted:

- a. 2% of the monthly base salary per month pay incentive will be awarded to employees holding an Executive Fire Officer Certificate from the National Fire Academy.
- b. 1% of the monthly base salary per month incentive will be awarded to employees with an Executive Chief Fire designation from the State Fire Marshall, State Board of Fire Services, or the required classes to achieve said designation.

- c. A Battalion Chief who qualifies for education incentive under the standards appended hereto as Exhibit "D" shall for the duration of such qualification receive such reimbursement as established by Exhibit "D".
- d. Employees will be granted 48 hours off per calendar year to attend training classes, said leave will not be charged to any accrued leave banks.

17. [This section intentionally left blank]

18. Deferred Compensation:

A deferred compensation plan is established under IRC, Section 457 and offered to all eligible employees. Currently, the Department offers plans through ICMA Retirement Corporation and Nationwide Retirement Solutions. District does not at this time require a minimum amount to be deferred.

19. Working Conditions

- a. An employee required to use his/her private vehicle for Authority business shall be reimbursed at the current rate approved by the IRS.
- b. Association members shall not engage in a business or calling while off-duty on sick leave with pay or disability leave with pay that would aggravate the injury, prolong the time required to be off duty, or exceed the number of hours being worked before the injury.
- c. There is a restricted duty policy in accordance with the policy statement appended hereto as Exhibit "B".
- d. Fire Department agrees to provide for all employees subject to this agreement the IRS Section 125 benefit, effective as soon as the benefit can be established during the term of this agreement.
- e. For the purposes of this agreement, in any case where seniority is an issue among Battalion Chiefs (for example in the selection of vacations or shift assignments) seniority shall be determined by date of promotion to the rank of Battalion Chief.
- f. The Drug and Alcohol testing policy and procedure is appended hereto as Exhibit "G".

20. Performance Guarantees

- a. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing with Authority that all matters of controversy within the scope of this agreement shall be settled by the grievance procedure as per the existing Civil Service Rules of the Department.
- b. Each party consents to, and waives any defenses against, an injunctive action by the other party to restrain any violation of this section.

21. Existing laws and ordinances; Existing Benefits

- a. This agreement is subject to all existing laws of the State of California, and to Authority's Resolution 01-02 (Revising of Existing Civil Service System) appended hereto as Exhibit "A". Authority, 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. In case of conflict between this agreement and provisions of an Authority Resolution other than Resolution 01-02, this agreement shall govern.
- b. Changes in existing benefits or purported existing benefits not encompassed by the provisions of Section 21-a of this agreement shall be made only following notice to and negotiation with Association. Such changes shall be subject to the grievance procedure. No change in such existing benefits or practices shall be made unless required by operational necessity or unless it will improve the efficiency of the department without affecting or diminishing the health or safety of any employee.

22. 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, except as specifically provided the Sections 1, 21b, and 22 of this agreement, notwithstanding any provision of law to the contrary.

23. Severability

Should any provision of the Memorandum of Understanding be declared illegal by a final judgment of the Court of competent jurisdiction, such invalidation of such provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding. Notwithstanding the foregoing, the parties hereto agree that if possible they shall enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for any article or section of this agreement which has been held invalid. Such negotiation shall be governed by the provisions of Government Code Section 3500 et. Seq. And all other relative provisions of California law as it relates to collective bargaining.

24. No Discrimination:

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, political or religious opinion or activities, Association activities as described in the Meyers-Milias-Brown Act, and, to the extent prohibited by State and Federal law, age; provided, however, that nothing herein shall be deemed to authorize the conduct of political, religious or Association activities on District time or with District equipment or District supplies, except as otherwise provided in this Memorandum of Understanding.

25. Personnel Policies and Procedures

The Association agrees to begin to meet and confer with the Department regarding proposed modifications to the Personnel Policies and Procedures, which are within the scope of bargaining, within thirty (30) days of written notification provided to the Association from the Department; and are subject to the full meet and confer requirements of the MMBA. No implementation of any Personnel Policy and/or Procedure can be made unless the parties have reached agreement on the Personnel Policy and/or Procedure is reached or the impasse process has been completed.

26. Deployment Model Modification

The Association agrees to begin to meet and confer with the Department regarding proposed deployment model modification within (30) days of written notification provided to the Association from the Department; and are subject to full meet and confer requirements of the MMBA, and no implementation can be made unless and until full agreement has been reached, or the impasse process completed.

27. Duration of Agreement:

This agreement shall be effective as of the first day of July 2022, and shall remain in full force and effort until the 30th day of June 2025. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other in writing, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the agreement.

IN WITNESS WHEREOF THE parties have caused their duly authorized representatives to execute the within agreement on this ____Th day of _____, 2022.

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION
IAFF LOCAL 1775

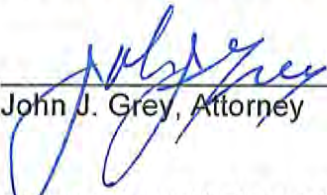


Tim Grasser



Gavin Illingworth

RATIFIED: INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1775



John J. Grey, Attorney



John Bagala, President

ROSS VALLEY FIRE DEPARTMENT


Dave Donery, Executive Officer

RATIFIED:

ROSS VALLEY FIRE DEPARTMENT

EXHIBITS

- Exhibit A - Civil Service Systems
- Exhibit B - Rules and Regulations
- Exhibit C - Leave of Absence Without Pay
- Exhibit D - Education Incentive
- Exhibit E - Required Mess Policy
- Exhibit F - Modified Duty Policy
- Exhibit G - Drug and Alcohol Testing Policy
- Exhibit H- Resolution

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(Exhibit A)

RESOLUTION NO. 01-02 – REVISION OF EXISTING CIVIL SERVICE SYSTEM

Section 1. Personnel System adopted.

Pursuant to the authority granted by Sections 45000 et seq. of the Government Code of the State of California, a personnel system is hereby adopted by the Ross Valley Fire Service (“Authority”)

Section 2. Findings and declarations.

It is the intent of this resolution to insure that:

- (a) Fair Employment. No question on any test, or in any application form, or by appointing authority, shall be so framed as to attempt to elicit information concerning sex, race, color, ancestry, national origin, political or religious opinion or affiliations, of an applicant. No appointment to or removal from a position in the classified service shall be affected or influenced in any manner by any consideration of sex, race, color, ancestry, national origin, political or religious opinion or affiliation.
- (b) All employees consistently provide service of high quality and efficiency to the residents of the jurisdictional area of the authority, receiving salaries, hours, fringe benefits and working conditions as set from time to time by collective bargaining agreement.

Section 3. Applicability.

The provisions of this Civil Service System shall apply to all applicants for and employees in all positions with Authority except for the Chief and temporary employees.

Section 4. Rules and regulations

Authority, by resolution, shall adopt and may amend from time to time, after agreement has been reached through the meet and confer process:

- (a) Personnel rules and regulations consistent with the intent of this resolution, a copy of which shall be attached hereto and incorporated herein as Exhibit “A”; and
- (b) A resolution establishing policy and procedure for the administration of employer-employee relations which shall be attached hereto and incorporated herein as Exhibit “B”.

Section 5. Personnel Officer.

The personnel officer shall be the executive officer of the authority as designated by the Board, and shall have the responsibility for administering the provisions of the Civil Service System.

Section 6. Board of Review

- (a) Appointment. A Board of Review is constituted of five (5) members who shall be appointed as follows: two (2) members to be appointed by the employee bargaining agent; two (2) members to be appointed by the Authority Board; and the final member to be agreed upon by the parties after meeting and conferring. The members of the Board of Review shall serve staggered terms of six (6) years, the initial terms to be agreed upon by the Board, and the employee organization. All members of the Board of Review shall be residents of the jurisdiction to be served by the Authority and have a reputation for fairness and impartiality. A vacancy shall be filled by appointment by either the Authority Board or the employee organization, should either of their appointed seats become vacant, or by agreement by the Authority Board and the employee organization should the fifth member cease to serve. A three-fourths (3/4) vote of the Authority Board shall be required to remove any member of the Board of Review prior to the expiration of his or her term.
- (b) Functions. The Board of Review shall:
- (1) Hear and decide appeals from disciplinary actions instituted under Section 8 hereof;
 - (2) Hear and decide grievances pursuant to the procedure established by the rules and regulations and the employer-employee resolution adopted pursuant to Section 4 hereof;
 - (3) Hear and advise on citizen complaints against employees pursuant to the rules and regulations adopted pursuant to Section 4 hereof.
 - (4) Upon its own motion may, or when requested by the Authority Board or the Executive Officer shall, investigate and make recommendations on any matter of personnel policy.
- (c) Subpoena; powers; Oaths; Counsel; Right of discovery.
- (1) In any hearing, the Board of Review shall have the power to examine witnesses under oath and compel attendance or

the production of evidence by subpoenas issued in the name of the Authority and attested by the Secretary to cause the Sheriff of the County of Marin to serve a subpoena issued by the Board and the refusal of a person to attend or to testify in answer to such subpoena shall subject such person to prosecution in the same manner set forth by law.

- (2) Each member of the Board of Review shall have the power to administer oaths to witnesses.
- (3) At any stage of any disciplinary, grievance, or citizen complaint action under this chapter, each party may be represented by a representative of his/her choice, and each party shall have the right to obtain the names of witnesses to be called and to examine relevant documents to be submitted by the other party.
- (d) Hearings. All hearings of the Board of Review shall be closed, unless the appellant, grievant, or person charged requests an open hearing.
- (e) The decision of the Board of Review shall be binding on the parties but shall in no way restrict the right of any party to seek review by a Court of competent jurisdiction.

Section 7. Appointments.

All appointments to the positions specified in Section 3 shall be made by the Chief in accordance with the rules and regulations pursuant to Section 4 hereof.

Section 8. Disciplinary actions.

- (a) Definition. A disciplinary action is a dismissal, demotion, reduction in compensation, suspension without pay, the placing in an employee personnel file of any document which constitutes a written reprimand, or any transfer for punitive reasons.
- (b) Authority. A Chief Officer may take a disciplinary action provided the procedural and appeal requirements are followed as set forth in the rules and regulations adopted pursuant to Section 4 hereof.

Section 9. Abolition of positions

Whenever in the judgment of the Authority it becomes necessary in the interests of economy or because need for a position no longer exists, the Authority Board may abolish any position and lay off the employee holding such position provided that the procedures outlined in the rules and regulations are followed.

(Exhibit B)

ROSS VALLEY FIRE SERVICE

RESOLUTION NO. 01- 02 - REVISION OF EXISTING CIVIL SERVICE SYSTEM

RULES AND REGULATIONS

Section 1. Adoption.

Pursuant to Section 4(a) of Resolution No. 01- 02, the following personnel rules and regulations hereby are adopted.

Section 2. Definitions.

- (a) "APPLICANT". A person who has filed an application for employment or examination on a form supplied by the Personnel Officer or designee.
- (b) "CERTIFICATION". The establishment of an eligible list by the Personnel Officer or designee and the submission by him/her of the names of eligibles to the Chief.
- (c) "CLASS". All positions sufficiently similar in duties, authority and responsibility, to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- (d) "DEMOTION". A change in status of an employee from a position in one class to a position in another class having lesser duties and responsibilities, lower qualifications and a lower maximum rate of compensation.
- (e) "DISMISSAL". The termination of an employee for cause.
- (f) "ELIGIBLE LIST". A list of persons who have qualified for a position as a result of competitive examination.
- (g) "GRIEVANCE". Any dispute arising under or claimed violation, misinterpretation, inequitable application of, or noncompliance with provisions of the collective bargaining agreement, State law, or Authority resolution, rule, regulation or existing practice affecting the status or working conditions of employees.
- (h) "IMMEDIATE FAMILY". The immediate family of an employee shall include: wife, husband, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, step children.
- (i) "LAY-OFF". The involuntary separation of an employee due to the abolition of his/her position.

- (j) "PERMANENT EMPLOYEE". An employee who has successfully completed his/her probationary period and has been retained as hereafter provided in these rules.
- (k) "PROBATIONARY PERIOD". A working test period during which an employee is required to demonstrate his/her fitness for the duties to which he/she is appointed by actual performance of the duties of the position, as hereinafter provided.
- (l) "PROMOTION". The movement of an employee from one class to another class having a higher maximum rate of pay.
- (m) "SENIORITY" Length of service with Authority or its predecessors in probationary or permanent status, continuous other than for absence(s) of less than one year, or mandatory military service, as evidenced by seniority list attached to collective bargaining agreement.
- (n) "TYPES OF SERVICE."
 1. Full-time. A full time employee works the normal number of working hours for the position.
 2. Part-time. A part-time employee works a fraction of the normal workday but normally follows a pre-determined fixed pattern of working hours.
 3. Intermittent/Seasonal. An intermittent or seasonal employee may work a normal day or a fraction thereof.

Section 3. Classification Plan.

A position classification plan shall be established and maintained by the Personnel Officer, applicable to all positions covered by Resolution #01- 02. The Plan shall provide a description of each class of positions, that is, each group of jobs which are sufficiently similar that the same title may be used, the same qualifications required, and the same salary applied with equity. Each such description shall define the class, summarize principal duties, and state minimum qualifications directly related to effective performance.

Section 4. No Waiver of Rights

Neither a candidate for employment, nor any employee in the classified service, shall be required to sign any document whereby he/she waives any right or rights accruing to him/her under Resolutions 01- 02 or collective bargaining agreement.

Section 5 Recruitment

- a. General Standards. Applicants for employment shall meet such standards of education, experience, skills, abilities and personal and physical characteristics as are required for acceptable performance of the duties of the position.

- b. Minimum Standards. Applicants shall, prior to appointment, meet the minimum standards prescribed by applicable class specifications and shall:
 - (1) Pass a medical examination administered by a licensed physician selected and paid by Authority, to determine physical/psychological fitness for the position.
 - (2) Be subject to criminal record check to establish no conviction for a felony or for a misdemeanor involving moral turpitude.
- c. Board Member Ineligibility. A member of the Authority Board of Directors or Board of Review is ineligible to apply for employment during term of office and within one year thereafter. No immediate family member (as per Section 2 (definitions) # h)) of a board member shall be eligible for hire while that board member is serving on such Board.
- d. Announcements. Announcements of vacancies shall be publicized by posting and by advertising at least once in a newspaper of general circulation and by such other methods as the Personnel Officer deems advisable.
- e. Applications. Applications shall be made as prescribed on the examination announcement. Application forms shall require information covering training, experience, and other pertinent information, and may include certifications of one or more examining physicians or references. All applications must be signed by the person applying for the position.

Section 6. Examinations.

- a. Preparation. The Personnel Officer or designee shall prepare or contract for the preparation of such tests of knowledge, skill, ability and physical characteristics as may be required for a valid and equitable determination of the fitness of applicants for the position. The Personnel Officer or designee shall determine whether the examination shall consist of written, oral, performance or physical tests, or a combination thereof, and shall announce the selective weights assigned to each part of the examination for the purpose of scoring the results. The Personnel Officer or designee shall determine whether examinations shall be open or promotional, assembled or unassembled.
- b. Promotional. Promotional examinations may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service require. Only permanent employees who meet the requirements set forth in the promotional examination announcements may compete in promotional examinations. There shall be no age limit for qualifying an employee within the classified services for a promotional examination.

- c. Disqualification. Applicants may be disqualified during an examination by the Personnel Officer for any of the reasons listed in Section 45200 of the Government Code of the State of California and the following:
 - (a) Possession of unauthorized materials, devices or anything of use or assistance in the examination;
 - (b) Copying the work of another applicant or reviewing examination sheets prior to commencement of the examination;
 - (c) Arrival at the place of examination after the starting time.
- d. Scoring. For promotional examinations only, the Personnel Officer shall establish the minimum passing score for all parts of the examination. The final score of an applicant shall be based upon the scores of all the tests and evaluations included in the examinations. Failure of the applicant to pass one part of the examination shall be grounds for declaring such applicant as failing in the entire examination or as disqualified for subsequent parts of an examination. The Personnel Officer may, at his/her discretion, include as part of the examination, tests which are qualifying only.
- e. Five points shall be added to the final score of an entrance examination of any Authority volunteer in good standing for one year or more, or of any Authority volunteer in good standing for six months and an Explorer with Ross Valley in good standing for two years or more, who otherwise achieves a passing final score.
- f. Notification; Access. For promotional examinations only, each candidate shall be given written notice of the results thereof, and if successful, of his/her final score and/or rank on the eligible list. Any applicant who has completed a promotional examination, or his/her representative, shall have access to their own examination records for a period of ten calendar days following mailing of notice of the results. Said applicant within ten calendar days after his/her review of his examination records may file a written appeal as to the validity or scoring of the examination with the Personnel Officer, whose decision shall be final except in a promotional examination.

Section 7. Eligible Lists

- a. Content. As soon as possible after the completion of an examination, the Personnel Officer shall prepare an eligible list of the names of candidates who qualified in the examination, arranged in order of final scores from the highest to the lowest qualifying score. In the event two or more candidates receive the identical final average score (scores taken out to two decimal places), and the examination is weighted, the score earned by each candidate on the test given the greatest weight shall determine the position on the list. In the event that the tie still is not broken, names shall be arranged in alphabetical order and no candidate shall receive any additional consideration because of this arbitrary

manner of listing competitors who have earned identical scores.

- b. Duration. Eligible lists shall remain in effect for one year, unless sooner exhausted, and if containing three or more names may be extended by action of the Personnel Officer for additional periods, but in no event shall an eligible list remain in effect for more than two years.
- c. Reemployment Lists. The names of probationary and permanent employees who have been laid off shall be placed on reemployment lists in order of seniority. Such names shall remain thereon for a period of three years unless such persons are sooner reemployed. When a reemployment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such list the number of names equal to the number of vacancies to be filled, and the appointing power shall appoint such persons to fill the vacancies, at previous step and rank, subject to physical examination only.
- d. Removal of Name
 - 1) An applicant so requesting may have his/her name temporarily removed from an eligibility list for a time certain, without penalty.
 - 2) The Personnel Officer shall remove from an eligibility list the name of any applicant who fails to respond to an inquiry within five business days of mailing, or to report for interview, or who declines appointment to a position, fails a medical examination, or does not report to work at time agreed.

Section 8. Appointments.

- a. Filling vacancies. All vacancies in the classified service shall be filled first by reemployment, second from an appropriate eligibility list if available. Otherwise temporary appointments may be made in accordance with subsection (f) below.
- b. Certification for Promotion. Upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.
- c. Certification for Entrance Positions. The Agency may use different types of entrance examinations. The first is an examination held solely by and for the Agency (type A), while the second type is one in which the Agency is part of a consortium or contracts with an outside agency to hold such examination (type B).
- d. In the event a type A examination has been used, upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.

- e. In the event that a type B examination has been used, the Authority shall convene an oral board that will immediately interview all candidates on the list and re-rank all of these individuals according to the needs of the Ross Valley Fire Department. Upon notification by the Chief that a vacancy exists or is anticipated and in the absence of a reemployment list, the Personnel Officer shall certify the three highest names on the eligibility list. If there are two vacancies, the certification shall list the four highest names, etc.
- f. Preappointment Action. The Chief may, in his/her discretion, interview one or more persons certified, may make reference and background checks or request the Personnel Officer to do so, and may require passage of a medical examination.

Passage of a medical examination is mandatory before initial appointment to a non-clerical position.

- g. Probation
 - 1) No original appointment is final or permanent until completion of a probation period of twelve (12) months. This period of twelve (12) months shall not include any time lost to sick or injury leave. During such period, the employee may be disciplined without regard to the requirements of Section 14 hereof, but otherwise shall be entitled to all benefits applicable to permanent employees. In case of marginal performance but reasonable expectation of improvement, a probation period may be extended for up to six months by mutual agreement of the employee and Chief, with approval of the Personnel Officer.

During the initial probation period for incoming firefighters, a probationary employee may be terminated without cause at any time. Written notice of termination shall be furnished the probationer by the Chief with a copy to the employee's personnel file. Persons rejected during the probation period shall have no right to appeal.
 - 2) Probation does not apply to a promotional appointment. A promoted employee who fails to meet performance standards shall revert to his/her former rank.
- h. Permanent Appointment. Permanent appointments may be full or part-time. Permanent appointments shall be made by the Chief from employees successfully completing the work performance evaluation period (probationary period).
- i. Temporary Appointment. Temporary, emergency and seasonal appointments generally shall be made from eligibility lists in the same manner as regular appointments. If, however, an appropriate eligibility list does not exist, otherwise qualified persons may be appointed for periods not exceeding three months.

Employees so appointed shall be notified in writing that the appointment is temporary.

Section 9. Promotion.

Insofar as consistent with the best interests of the service, all vacancies in the classified service shall be filled by promotion from within the classified service, after a promotional examination has been given and a promotional list established.

Section 10. Reinstatement.

A permanent employee who has resigned for a valid reason may within a two year period thereafter be reinstated to a vacant position of the same or similar class, without examination other than medical.

Section 11 - Salary Administration.

- a. The salaries or rates of compensation prescribed in the collective bargaining agreement are fixed on the basis of full-time service in full-time positions unless otherwise designated.
- b. The rates of pay prescribed shall be deemed to include pay in every form except for necessary expenses authorized and incurred incident to employment or except as herein provided.
- c. When a pay range for a given class is revised upward, the incumbents in classes affected shall have existing pay adjusted to the same relative step in the new pay range. Where a pay range is adjusted downwards, incumbents shall retain their same dollar amount of pay within the lower range, or if their present rate exceeds the maximum of the lower range, they shall continue to receive the same dollar amount, and such amount shall be considered a "Y" rate. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or reports. Such "Y" rate shall be cancelled on vacancy of the position.
- d. When an employee is promoted from one class to another class with a higher range of pay, he/she shall, as of the date of advancement to the new position, receive not less than the equivalent of a one-step increase. A new anniversary date shall be established for purposes of eligibility for future step increases as of the effective date of the promotion.
- e. In the event a new employee entering upon Authority employment is found to possess extraordinary qualifications for a position through former training or experience or in the event of demonstrated inability to recruit at the first step due to extreme scarcity of qualified personnel, the Chief with approval of the Executive Officer may authorize the appointment at a higher step than the first step of the salary range, such action to be reported to the Board of Directors at their next regular meeting.

- f. Step increases shall be upon an employee's anniversary date and will be given in conjunction with a satisfactory performance evaluation. A step increase will not be given unless a satisfactory performance evaluation is received.
- g. The withholding of a step increase due to lack of a satisfactory performance evaluation shall be subject to the grievance procedure.

Section 12. Position Abolition.

- a. Whenever a position is ordered abolished by the Authority Board, seniority shall be observed in reducing personnel and the order of lay-off shall be in reverse order of seniority. Lay-off shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the lay-off of any probationary or permanent employee.
- b. An employee subject to layoff may bump another employee in a lower related class from which the first employee has been promoted.
- c. An employee subject to layoff shall receive notice or severance pay in accordance with the following schedule:

Less than two years of continuous service - a minimum of two weeks notice, during which period employee shall continue to work.

After two years of continuous service - one month's severance pay, payable in a lump sum as of the termination date.

After five years of continuous service - three months' severance pay, payable in a lump sum as of the termination date.

After ten years of continuous service - six months' severance pay, payable in a lump sum as of the termination date.

In the event an employee is hired back within the severance pay period, the employee shall return to the agency an amount equal to the severance pay less the actual time laid off from the position.

Section 13. Grievance Procedure

- a. A grievance may be filed by any employee on his/her own behalf, or jointly by a group of employees, or by the collective bargaining representative.
- b. Within seven calendar days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by his/her immediate supervisor or at any appropriate level of authority. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

- c. If the grievant believes that the grievance has not been redressed within seven calendar days, he/she may initiate a formal grievance within seven calendar days thereafter. A formal grievance can be initiated only by completing and filing with the Executive Officer a form provided by him/her for this purpose.
- d. Step 1
Within seven working days after a formal grievance is filed, the Chief or his/her representative shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.
- e. Step 2
 1. If the grievance is not resolved in Step 1 to the satisfaction of the grievant, the party may, within not more than seven calendar days from his/her receipt of the Chief's decision, request consideration of the grievance by the Executive Officer by so notifying the Executive Officer in writing.
 2. Within fifteen calendar days after such notification, the Executive Officer shall investigate the grievance, confer with persons affected and their representatives to the extent he/she deems necessary, and render a decision in writing.
 3. If the decision of the Executive Officer resolves the grievance to the satisfaction of grievant, it shall bind the Authority.
 4. If the decision of the Executive Officer does not resolve the grievance to the satisfaction of grievant, grievant may file a final appeal to Step 3.
- f. Step 3
 1. A final appeal to Step 3 may be filed, in writing, with the Executive Officer not more than seven calendar days from receipt by grievant of the Executive Officer's decision.
 2. At Step 3, the grievance may be determined by an arbitrator selected by mutual agreement between grievant and Executive Officer, provided they also agree on the issues to be arbitrated. Otherwise, the grievance shall be determined by the Board of Review. In such event, the decision of the Board of Review shall be made in writing within thirty calendar days after the filing of the appeal.
 3. The decision of the arbitrator or of the Board of Review, as the case may be, shall be final and binding on all parties.
- g. Any time limit may be extended only by mutual agreement in writing.

- h. An aggrieved employee may be represented by any person of his/her choice at any stage of the proceedings. A representative of the collective bargaining agent is entitled to be present at all meetings, conferences and hearings.
- i. All expenses of arbitration shall be shared equally by Authority and grievant.
- j. Failure on the part of Authority or grievant to appear before the arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.

Section 14. Disciplinary Action

- a. A disciplinary action as defined in Section 8 (a) of Resolution 01-02 shall be treated and processed as a grievance under Section 13 hereof, subject to the following further due process requirements:
- b. (In lieu of Step 1 of the grievance procedure) Before taking a disciplinary action against any permanent employee, the Chief shall:
 - (1) Furnish the employee with a written notice of the proposed action statement of the reasons therefore, statement of specific charges, and copies of the materials upon which the proposed action is based.
 - (2) Within five calendar days, conduct an informal closed hearing at which the employee and/or his/her representative may be heard, may submit any available evidence or have presented any available testimony he/she deems relevant, and may seek to convince the Department Head to withhold or modify the proposed action.
 - (3) Extend to the employee as well an opportunity to respond in writing within five calendar days from delivery of the notice of proposed action.

Thereafter, the Chief may proceed with the proposed disciplinary action or a modification thereof, provided he/she files promptly with the Executive Officer, with a copy to the employee, a written statement of the actions, reason therefore and specific charges.

- c. If the Chief believes that the public interest requires that a disciplinary action be effective immediately, he/she shall deliver to the Executive Officer and to the employee affected the notice required by paragraph b (l) of this section, After notice to the affected employee, the Executive Officer shall conduct a closed hearing to determine if there is probable cause for the proposed action, and whether the public interest requires that the action be immediate. If, upon the completion of the hearing, the Executive Officer so finds, the action shall be effective as of the date designated by the Executive Officer. The Executive

Officer's determination shall not be appealable, but shall not affect subsequent rights of appeal to Step 2 and Step 3 of the grievance procedure in which back pay may be awarded.

I hereby certify that the foregoing resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Ross Valley Fire Service held on May 10, 2001 by unanimous vote.

JoAnne Lewis, Clerk

(Exhibit C)

LEAVE OF ABSENCE POLICY

The following guidelines have been proposed based on the nature of fire department scheduling and the existing policies of sick day coverage.

- I. A leave of absence will be permitted for the following:
 - A. Where fire department scheduling and staffing can accommodate the absence without placing an undue burden on all other personnel.
 - B. For difficult circumstances of a personal nature such as illness or injury with no residual department sick leave.
 - C. For fire-science related educational purposes.
 - D. For travel, but limited to once every five years per individual.
- II. A leave of absence shall be granted for a maximum period of 90 days. At that time a review of an extension request will be made based on department staffing, injuries, etc.

(Exhibit D)

STANDARDS FOR EDUCATIONAL INCENTIVES

The purpose of the Educational Incentive Program is to encourage employees to pursue and attain a higher level of education and training throughout their careers. Once an employee attains a certain level of education, they will receive the incentive specified below for that specific level only.

1. **First Level:** All employees who achieve 30 units towards a Fire Science degree shall receive a sum of \$42.50 per month.
2. **Second Level:** All employees who have a Fire Science degree or 60 units toward a Fire Science degree shall receive a sum equivalent to 2.5% of base monthly salary. Base salary will be established by the salary table in Section 3 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.
3. **Third Level:** All employees who have a Bachelor's Degree, from an accredited school, shall receive a sum equivalent to 5% of base monthly salary. Base salary will be established by the salary table in Section 3 of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.

(Exhibit E)

REQUIRED FIREHOUSE MESS

It will be the policy that all fire department personnel will be required to participate in and contribute to firehouse meals with no exception.

Due to the fact that shift personnel on duty must stay together as an engine company, individual members are not permitted to leave the firehouse for meals. All members will participate in all meals while on shift. There will be a non-exclusionary assessment to all members equally. Required meals shall include the midday and evening meals.

The department shall provide adequate facilities for preparing and serving each meal as well as sufficient time set aside during working hours.

(Exhibit F)

ROSS VALLEY FIRE DEPARTMENT – MANUAL OF OPERATIONS

TITLE: _____ II. Personnel

CHAPTER: 5. Personnel Policies and Procedures

ARTICLE: 14. Restricted Duty

SECTION:

DATE: DATE REVISED: 9/2000 BY:

Article 14 - Restricted Duty

Section 1 - Purpose - This policy shall apply to an employee who might incur an on or off work injury or illness that precludes his/her performance of all regular duties. Such instances may impose a financial hardship on the employee because of insufficient accrued sick/vacation leave or a hardship on the department because of a reduction in personnel resources.

It will be the policy of the department to consider and evaluate light or modified duty assignments on a case-by-case basis. Such assignments will be the exception rather than the rule.

Section 2 - Evaluation Criteria - Light or modified duty assignment will be mutually agreed upon between the fire chief and the employee. Agreement to perform a light duty assignment or to allow a light duty assignment: if there is a disagreement as to the reasonableness of an assignment or request for light duty assignment, then the matter shall be referred to the Executive Officer for decision. If the employee disagrees with the decision of the Executive Officer, the matter will be referred to the Board of Review for final decision. The following factors shall be considered:

- Endorsement for such assignments must be obtained from the employee's physician and/or a physician designated by the Ross Valley Fire Service.
- The physician must estimate a date of recovery from the illness or injury and when the employee can be returned to full duty. Such dates can be adjusted based on accelerated rehabilitation or recovery or extended due to aggravated circumstances.
- The duration of light or modified duty assignments shall be determined on a case-by-case basis but long term situations will not be allowed.

Section 3 - Administration of Light Duty Assignments - Employees assigned to restricted duty will work under a chief officer. A chief officer will process applications or

directives for restricted duty assignment and monitor the bulk of assignments with the goal of achieving the successful return of the employee to full duty. Restricted duty can be initiated at the request of an employee or as a request by the fire chief.

Section 4 - Special Conditions on Restricted Duty - Restricted and light duty assignments will be confined to non-line functions within the scope of regular employment. This would generally include special projects, research, fire prevention, report writing, investigations, etc. The actual assignments will be determined based on the individual situation and the injury and illnesses involved,

Section 5 - Agreement - It is understood that this policy is being instituted on a cooperative basis between fire department management and the employees in that light duty assignments will occur only after mutual agreement between the employee and the chief. However, it is hereby understood that if this policy does not work on a voluntary basis, then the meet and confer process will begin immediately to enact the policy on a mandatory basis.

(Exhibit G)

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

The procedures outlined in this document relating to drug and alcohol abuse and drug and alcohol testing shall also be subject to all applicable provisions of the Memorandum of Understanding between the ROSS VALLEY FIRE SERVICE (hereinafter "Employer" and ROSS VALLEY FIREFIGHTERS ASSOCIATION, IAFF, Local 1775, (hereinafter "Union") as well as any Rules and Regulations or Policies and Procedures which have been agreed to following the meet and confer process.

Section 1. **Policy:** The Employer and the Union, IAFF, Local 1775, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. It is the goal of this policy to provide an alcohol/drug free workplace and to eliminate illegal drug use and alcohol abuse through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty.

Section 2. **Informing Employees About Drug and Alcohol Testing:** All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employees shall be tested before this information is provided to them. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who wish to voluntarily seek assistance may do so by contacting The Fire Chief, their shop steward, an officer of their Union, or the Union attorney. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 3. **Employee Testing:** Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse. If, however, there is reasonable suspicion that an employee's work performance is currently impaired due to drug or alcohol abuse, the Employer may require the employee to undergo a medical test consistent with the conditions set forth in this Policy. This reasonable suspicion may be based upon the following:

- Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000; or
- An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or
- An arrest or conviction of a drug related offense; or
- Involvement in a physical altercation while on duty.

Section 4. Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Union and the Employer. If the Union and the Employer cannot agree on the laboratory to conduct the test, the Board of Review shall be convened, and the Union and the Employer shall each submit their selection for the laboratory, together with a written statement as to why each feels their laboratory is the most appropriate one. The Board shall make a decision as to which laboratory will be used. The decision of the Board will be binding upon the parties.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Union and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in the evidence locker at the Fairfax or San Anselmo Police Department. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5. Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
-----------------------	-----------

Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites ²	15 ng/ml
Cocaine metabolites ³	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 6. Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .08 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .08 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. If the Union and Employer cannot agree on a Medical Review Physician, the Board of Review shall reconvene, and each party shall submit the name, resume and a statement of the reasons why each feels their nominee is the most appropriate person to act as Medical Review Physician. The Board shall thereafter select one of the two names submitted. The decision of the Board of Review shall be final and binding upon the parties.

¹ If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

³ Benzoylcegonine

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8. Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

Section 9. Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure.

Section 10. Rehabilitation Program: Any employee who tests positive for illegal drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP Counselor (The EAP Program selected for use in conjunction with this policy will be one agreed to by the employer and the union. It is anticipated that a specific EAP/drug alcohol counselor will be selected and named in this policy.) Employees who successfully complete a rehabilitation program will be retested once every quarter for the following twenty-four (24) months. An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to retesting as outlined above. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program. If an employee, subject to retesting, tests positive during the twenty-four (24) month period, they shall be subject to disciplinary action as per the Department Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to random retesting for a twenty-four (24) month period. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

Section 11. Duty assignment after treatment. Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12. Right of Appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

Section 13. Union held Harmless: The Employer assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14. Changes in Testing Procedures: The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15. Conflict with Other Laws. This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

APPROVED: ROSS VALLEY FIRE SERVICE

Dated: _____ By: _____

APPROVED: ROSS VALLEY FIREFIGHTERS ASSOCIATION, IAFF, Local 1775

Dated: _____ By: _____
President

**CONSENT AND RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM**

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Physician. I understand that the Medical Review Physician will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Physician to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. No disciplinary action will be taken against me unless I refuse to take a drug/alcohol test, refuse the opportunity for rehabilitation, fail to complete a rehabilitation program successfully, or again test positive for drugs/alcohol within two (2) years of completing an appropriate rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or Typed Name of Employee

Signature of Employee

Date

C:\wp51\ross-vly\D&A.tst

ROSS VALLEY FIRE SERVICE

RESOLUTION ESTABLISHING POLICY AND PROCEDURE FOR THE ADMINISTRATION
OF EMPLOYER-EMPLOYEE RELATIONS

No. 82-1

WHEREAS, Authority desires to establish a framework of policy and procedure which will provide a uniform and equitable basis for consideration of legitimate employee objectives advanced by employee organizations, in a manner which is consistent with the highest standards of public service, with the intent and purpose of promoting and furthering harmonious labor-management relations upon a sound constructive foundation, having as its cornerstone full acceptance and recognition of the obligations and rights of both management and employees:

NOW, THEREFORE, BE IT RESOLVED that this Board, pursuant to Section 3500 et Seq of the California Government Code, hereby adopts the following policy and procedure for the administration of employer-employee relationships.

I. POLICY

A. EMPLOYEE'S RIGHTS

1. Enumeration

Each employee shall enjoy, among others, the following rights:

- (a) The right to organize and join any organization of his choice;
- (b) The right to refuse to join or participate in the activities of employee organizations;
- (c) The right to represent himself individually in his employment relations with Authority.

2. Non-interference

- (a) Employees shall not suffer discrimination, receive preferential treatment or be denied equitable treatment because of membership or non-membership in any employee organization.
- (b) Employees shall have complete freedom from management domination and censorship in the exercise of the rights above specified. Board members and/or managerial employees shall refrain from any action which might prevent or discourage employees from seeking organization. Neither Board members nor managerial employees shall encourage employees to join any organization in preference to any other.

B. REPRESENTATION UNITS

1. Definition

For the purpose of this resolution, an appropriate representation unit is the largest feasible grouping of employees which has a community of interest.

2. Managerial Employees shall not be included in a representation unit encompassing other types of employees. For the purpose of this resolution a managerial employee means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote or discharge other employees.

C. RIGHTS OF RECOGNIZED EMPLOYEE ORGANIZATIONS

1. Definition

For the purpose of this resolution, the term "employee organization" shall mean any organization, professional society, or union which seeks to represent certain employees or groups of employees in their employment relationship with Authority.

2. Rights

An employee organization granted exclusive recognition as the majority representative of employees in an appropriate unit shall be afforded rights and privileges, including, but not limited to, the following:

- (a) The right to have regular membership costs and dues of its members, who so request, collected by payroll deduction;
- (b) The reasonable use of space on bulletin boards;
- (c) The right to contact employees during their duty period, provided that a Chief Officer is notified of such activities and such contact does not interfere with public service or safety requirements;
- (d) The right to use conference rooms and meeting facilities on the same basis as other organizations.
- (e) The right to distribute information to employees and, when practicable, to use Authority information channels for such distribution.
- (f) The right to be informed by management, in advance, before proposed policy, benefit, or working condition changes directly affecting employee interest are made.

II PROCEDURE

A. RECOGNITION

1. IAFF Local 1775 hereby is granted exclusive recognition as the majority representative of and bargaining agent for an appropriate unit consisting of all full time, regular employees of Authority below the rank of Assistant Chief, unless and until decertified pursuant to Section II-A-4 of Town of San Anselmo Resolution #1561 incorporated herein by reference.

B. BARGAINING

1. General

Recognized organization(s) may meet and confer with Authority representatives regarding wages, hours, working conditions, and other similar matters relating to the welfare of employees. When requested, Authority representatives shall meet and confer in good faith with employee organization representatives and endeavor to reach agreement.

2. Representation

In all such conferences, Authority shall be represented by the Executive Officer and/or his designee or designees, and the employees shall be represented by representatives of the recognized employee organization(s) involved.

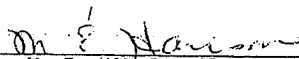
3. Agreements

Any collective bargaining agreement reached by Authority representatives and representatives of a recognized organization, shall be reduced to writing and shall bind Authority and the organization, upon ratification by the membership of the organization and by the Authority Board.

4. Arbitration and Mediation

If agreement is not reached in negotiations, mediation or arbitration of the issues remaining in contention may be sought by mutual consent of the Authority and the organization (arbitration according to the procedures of the American Arbitration Association). Results of arbitration shall be binding on all parties.

I hereby certify that the foregoing resolution was duly passed and adopted at the regular meeting of the Board of Directors of the Ross Valley Fire Service held of May 19, 1982 by unanimous vote.



M. E. HANSON, Clerk

Resolution of Adoption
ROSS VALLEY FIRE DEPARTMENT

RESOLUTION 22-25

A RESOLUTION OF THE ROSS VALLEY FIRE DEPARTMENT ADOPTING THE
FINALIZED MEMORANDUM OF UNDERSTANDING
FOR THE FISCAL YEAR COMMENCING
JULY 1, 2022

BE IT RESOLVED that the salaries, hours, fringe benefits and working conditions set forth herein have been mutually agreed by the designated bargaining representatives of Ross Valley Fire Department (hereinafter "Authority") and Ross Valley Chief Officers Association. Commencing July 1, 2022, is hereby adopted and consisting of the appropriations as seen in the attached revised MOU.

I hereby certify that the foregoing resolution was passed and adopted by the Ross Valley Fire Department Board of Directors on the 14th day of September 2022 by the following vote, to witness:

Ayes:

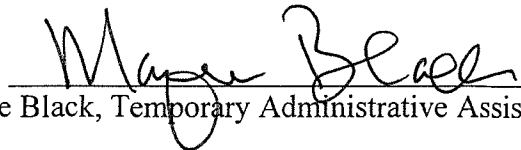
Noes:

Absent:

Abstain:



Beach Kuhl, President



Monique Black, Temporary Administrative Assistant

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of December 11, 2024

To: Board of Directors

From: Dan Mahoney, Fire Chief

Subject: Receive an Update on the Recent Ross Valley Paramedic Authority Meeting as they Relate to the Town of Ross Letter Requesting a One-Year Delay in the Closure of Fire Station 18.

RECOMMENDATION

Staff recommends that the RVFD Board receive an update on the current situation. Staff also recommends the Board defer any action regarding a one-year delay on the closure of Fire Station 18.

BACKGROUND AND DISCUSSION

On October 14, 2024, Ross Valley Fire Board President Thomas Finn received a letter from Ross Town Manager Christa Johnson (directed to do so by the Ross Town Council in a 5-0 vote) requesting “an amendment to the Ross Valley Fire Department (RVFD) Joint Powers Authority Agreement (JPA) dated January 1, 2022, to allow for a one-year delay in the closure of the Ross Fire Station 18”.

The letter states the one-year delay will enable the Ross Valley Paramedic Authority (RVPA) to complete its comprehensive study and engage in transparent Board discussions about the future of the RVPA Joint Powers Agreement. An email was also received by RVPA Executive Officer Chief Jason Weber stating that the Town of Ross is requesting a lease agreement be agreed on before December 31, 2024.

The following RVPA meetings have taken place or are scheduled:

- **November 21, 2024** - An RVPA Special Meeting (Attachment #1) was held that included discussions around the next steps related to the Citygate report. Two working groups were formed, one to “Strengthen The JPA” and one to “Increase Fiscal Accountability and Transparency”. Several resolutions were passed to support the mission of the working groups mentioned above. A closed session was also held (Negotiating Party: Town of Ross, Under negotiation: Terms and conditions of lease).

- **December 5, 2024** - An RVPA Regular Meeting (Attachment #2) was held. The RVFD Board packet will be distributed prior to this meeting. Chief Mahoney will provide a verbal update.

At this time, staff feels additional deliberations on the RVPA Board would be beneficial before taking action on the letter received from Ross regarding “ a one-year delay in the closure of the Ross Fire Station 18”.

Staff will remain engaged with the RVPA discussions and will provide the Board with updates and recommendations in future Board meetings.

FISCAL IMPACT

There are no fiscal impacts to this report.

ATTACHMENTS

Attachment #1 – RVPA Board Packet for November 21, 2024

Attachment #2 – RVPA Board Packet for December 5, 2024



Ross Valley Paramedic Authority

MEMBER AGENCIES

Town of Corte Madera
Town of Fairfax
Kentfield Fire Dist.
City of Larkspur
County of Marin
Town of Ross
Town of San Anselmo
Sleepy Hollow Fire Dist.

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, November 21, 2024, at 6:00 p.m.

300 Tamalpais Dr., Corte Madera, CA 94925

Corte Madera Town Hall Council Chambers

Public can Join ZOOM Webinar

<https://us06web.zoom.us/j/85925703803?pwd=kUSAU5CRf6YPy4ouEX5ZTHbqPoV5sn.1>

Webinar ID: 859 2570 3803 - Passcode: 161228 - Phone: 1-669-900-6833

Please be advised those participating in the meeting remotely via Zoom do so at their own risk. The RVPA regular Board meeting will not be cancelled if any technical problems occur during the meeting. Thank you.

1. Call to Order- Board Chair
2. Roll Call- Executive Officer
3. Pledge of Allegiance – Board Chair
4. Open Time for Public Input. Members of the Public have an opportunity to comment on items not on tonight's agenda. Each member of the public has two minutes in which to speak. Board members and staff are not able to engage in dialogue, answer questions or act on any of the items brought forward. At the Board's discretion, matters brought forth may be placed on a future agenda.
5. NEW BUSINESS
6. OLD BUSINESS
 - a. Next Steps related to the Citygate report presented at your last meeting.
 - i. **Staff recommendation(s):** Board provide direction on next steps as outlined in the staff report.
7. Public Comment on Closed Session Item
8. CLOSED SESSION Adjournment into Closed Session
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to California Government Code section 54956.8
Property: 33 Sir Francis Drake Blvd., Ross, CA 94957
Negotiator: Jason Weber, Ross Valley Paramedic Authority Executive Officer
Negotiating parties: Town of Ross
Under negotiation: Terms and condition of lease
9. Report out from Closed Session
10. Announcements/Future Agenda Items
11. Adjournment

Submitted, /s/ Jason Weber, Executive Officer



Ross Valley Paramedic Authority

MEMBER AGENCIES

Town of Corte Madera
Town of Fairfax
Kentfield Fire Dist.
City of Larkspur
County of Marin
Town of Ross
Town of San Anselmo
Sleepy Hollow Fire Dist.

Item 6: Old Business

**ROSS VALLEY PARAMEDIC AUTHORITY
STAFF REPORT**

For the meeting of November 21, 2024

To: Board of Directors

From: Jason Weber, Executive Officer

Subject: Next steps associated with Citygate's EMS Deployment, Governance and Fiscal Review of RVPA

BACKGROUND:

Over the last year your Board was asked to consider several policy issues with both short- and long-term impacts. The first is surrounding the lease with the Town of Ross, including terms and conditions to continue housing Medic 18 in the Town. The second is a request from the City of Larkspur Manager to expand the scope of the proposed study to consider changes with Larkspur and Corte Madera to include restructuring of our ambulance and paramedic services, up to possibly Larkspur and Corte Madera leaving RVPA.

At your March 2024 meeting, your Board directed staff to engage the services of Citygate Associates, LLC to conduct a review and draft a report regarding RVPA's EMS deployment, fiscal structures, and governance (Report). The Board also directed the retention of special legal counsel from the firm of Wright, L'Estrange & Ergastolo.

At the November 7, 2024, Board meeting, your Board received the Report and heard a presentation on the key findings and recommendations, as well as public comments by representatives from City of Larkspur, Town of Ross, Central Marin Fire, Kentfield Fire, Ross Valley Fire, and RVPA member agencies' labor organizations.

The Report outlines near- and long-term action items, some of which are agendized separately today, and the others provided here for reference:

Near term:

- Reach written agreement(s) to stop any further consideration regarding the separation of RVPA into two parts.

Longer term:

- Update the RVPA agreement to clearly state operating policies and gain one set of revenues to expenditures with Corte Madera / Central Marin Fire Authority.
- Refine as needed Capital Equipment replacement plans and multi-year cost allocations. Provide for an excess revenue true-up calculation to member agencies if reserves are fully funded.

- Design a more layered, robust backup ambulance plan.
- Monitor response performance against adopted goals.

DISCUSSION:

At this time, it is appropriate for your Board to indicate its commitment to stabilizing and re-integrating the RVPA business operations. Based on Citygate's Report (Recommendation #11), the report's presentation and remarks from Citygate, outside expert Counsel, and all the public comments indicate a desire to continue to operate RVPA as an integrated eight-member-agency Joint Powers Authority that delivers excellent service. Citygate noted that your Board is now positioned to send a strong signal to the County and to all parties involved, by directing staff to modernize the current JPA agreement and reintegrate the management of all expenses and payments. To avoid possible future misunderstandings, Staff recommends your Board use motions and votes for this purpose, after deliberation.

Assuming policy direction on the key issues can be delivered today, staff recommends your Board create two Working Groups to detail the governance, fiscal, and other improvements needed to modernize and stabilize the JPA, using the Report's findings and recommendations as a starting point, as follows:

Working Group 1: Strengthening the JPA

This Working Group would develop the fine details needed for strengthening the JPA through the implementation of centralized fiscal and other processes. The Working Group would give its recommendation to the full Board, who would see the detailed changes for policy review and then direct our legal counsel to draft the needed JPA revisions.

Scope of Work WG 1:

- Steps and methods to centralize all revenues and expenditures (Recommendation #5)
- Steps and methods to include Central Marin FD's ambulance and EMS equipment replacement costs into the JPA's replacement schedule (Recommendations #3, #9)
- Steps and methods to update the reserve contribution formula (Recommendation #4)
- How to designate one purchasing agent (Recommendation #7)

- Draft new common formulas for payments to all partners and establish a true-up mechanism (Recommendation #10); this also includes the establishment of a centralized patient billing contract services and the establishment of a JPA billing policy

Proposed Membership:

Member Fire Chiefs, a City Manager from Corte Madera or Larkspur, Board Member(s) from the east and west portions of RVPA.

Working groups shall return to the RVPA Board with recommendations related to each item within their scope of work with explanation and potential recommendations.

Working Group 2: Increasing Fiscal Accountability and Transparency

The recommendations related to the need to increase fiscal transparency and accountability must be considered regardless of the outcome of Working Group 1, and there is no overlap between the scope of work for Working Groups 1 and 2. Therefore, a second Working Group is required.

Scope of Work WG 2:

- Set forth how any agency that hosts the RVPA’s revenues and expenses segregates, for audit purposes, the RVPA’s object accounts from those of the parent agency (currently Larkspur).
- Design policies within governmental best practices for applying overhead and administrative costs identically across all RVPA agreements. Overhead rates should conform with agency’s adopted fee schedule or, absent that, federal accounting rules for overhead (Recommendations #8).

Proposed Membership:

Finance Managers from affected agencies, Fire Chiefs, Board member(s) from the east and west portions of RVPA.

The Board would see the detailed changes for policy review and then direct our legal counsel to draft the needed JPA revisions.

Staff proposes that each Working Group hold initial discussions and return to your Board in the first quarter of 2025 outlining an implementation plan for its respective scope of work, including timeline. As Citygate stated during its final remarks, the goal of each Working Group is to provide attorneys with terms and provisions in sufficient detail to modify and modernize the JPA agreement and (sub)contracts.

Recommendations #1 (lease with the Town of Ross for M18) is agendaized separately during today’s meeting and is not in the scope of either Working Group.

Recommendation #2 relates to the need to design and fund a more robust third ambulance capacity, and staff recommends the Executive Director and partner Fire Chiefs study this in parallel along with our labor units for possible implementation of at least a first step in FY 25/26.

RECOMMENDED BOARD MOTION(s)

1. Motion to direct that no further research work occur on fragmentation or separation of the JPA.
2. Motion to task the Executive Officer and member agencies via the working groups to develop the appropriate policies, rules, and time phasing, restoring the JPA to collecting and managing a unified budget inclusive of all transport revenues and expenses.
3. Motion to form Working Group #1 regarding strengthening the JPA and assign members.
4. Motion to form Working Group #2 regarding increasing fiscal responsibility and transparency and assign members; and further direct the fiscal Working Group to design reimbursement formulas from RVPA to member agencies such that they universally apply to any affected agency, such as the payment of facility rent, etc.
5. Motion to direct the Executive Officer to continue to use outside experts as/if needed to facilitate working groups, review, to best practices, draft implementation plans, and/or conduct special research.
6. Motion to request an update memo every 90 days regarding progress on the above by the Executive Director, that the draft revised action items return to the Board no later than July 2025, and then, after Board direction, the revised JPA legal agreements be returned by November 2025 unless otherwise directed by the Board.

FISCAL IMPACT:

It is estimated that the total project cost is approximately \$70,000 to date including Citygate and other supporting consultants. Additional work and associated costs will vary depending on Board direction. Staff does recommend increasing budget authority an additional \$30,000 to begin the work proposed in this staff report.

Respectfully submitted,

Jason Weber, Executive Officer

**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of December 11, 2024

To: Board of Directors

From: Dan Mahoney, Fire Chief
Jeff Zuba, Finance Director

Subject: Receive Update on Department Unassigned Reserve Account.

RECOMMENDATION

Staff recommends that the RVFD Board receive an update on the Department's unassigned reserve account.

BACKGROUND

On June 14, 2023, the Fire Board adopted Resolution 23-10, which established a reserve policy requiring the maintenance of a minimum reserve level equal to 10% of the Department's General Fund expenditures. This policy serves as a safeguard for the Department's financial health and ensures it can address unanticipated needs.

DISCUSSION

At the November 2024 Board meeting, staff was directed to bring back information regarding the Department's Cal OES reimbursement funds.

The Department's reserves provide essential flexibility to address budget shortfalls that may arise this fiscal year or in the future. Revenues that exceed expenditures at the end of the fiscal year are added to the unassigned fund balance, strengthening financial reserves. California Office of Emergency Services (Cal OES) reimbursements have historically played a significant role in this process.

As of June 30, 2024, the Department's unassigned reserves totaled \$3,602,880. With FY 2024-25 General Fund expenditures budgeted at \$14,907,235, the Department's reserves represent 24.2% of expenditures, exceeding the established minimum reserve level of 10%.

The reserves are allocated to support critical one-time expenditures in FY 2024-25, including:

- Dispatch start-up costs for Marin County Fire: \$481,594.

- Acquisition of two command vehicles for the Fire Chief and Battalion Chief, as previously approved by the Board: \$276,000.

Additionally, several employees are on disability leave, which has placed significant strain on maintaining minimum staffing levels and managing overtime costs. To address these challenges, staff is closely monitoring overtime expenditures and staffing costs. If these costs exceed the budgeted allocation, the Board may consider utilizing unassigned reserves to cover the overages rather than seeking additional contributions from member agencies.

The reserve funds have historically provided critical financial flexibility, supporting operational needs and balancing the budget. Limiting their use could impair the Department's ability to respond effectively to unanticipated challenges.

Furthermore, the 10% reserve policy requirement will grow as the Department's budget expands to accommodate increased staffing levels and operational needs. Rising expenditures will necessitate higher reserve levels, underscoring the importance of preserving unrestricted reserves.

Staff has reviewed the financial policies of other Marin County fire agencies and confirmed that no other agency restricts the use of Cal OES reimbursements. Maintaining unrestricted reimbursements aligns with industry best practices and ensures operational flexibility.

CONCLUSION

The Ross Valley Fire Department has maintained a prudent reserve level exceeding the 10% minimum policy, with unassigned reserves at 24.2%. These reserves have been critical in funding operations and balancing budgets, all while having minimal impacts on member agencies' FY budgets that have already been adopted.

FISCAL IMPACT

There are no fiscal impacts to this report.