

MEMORANDUM OF UNDERSTANDING

between

ROSS VALLEY FIRE DEPARTMENT

and

ROSS VALLEY FIREFIGHTERS' ASSOCIATION

I.A.F.F., LOCAL 1775

JULY 1, 2025 - JUNE 30, 2028

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1. GENERAL PROVISIONS

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 the Ross Valley Firefighters Association, IAFF Local 1775 (hereinafter “Association”).

1.1 RECOGNITION AND COOPERATION

1.1.1

The 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 the Authority other than the Battalion Chiefs, Chief, Administrative Assistant, Fire Inspectors and Wildfire Preparedness Coordinator.

1.1.2

Both parties recognize their mutual obligation to cooperate with each other to assure service of the highest quality and efficiency to the residents of the Authority's territory.

1.1.3

The 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.

1.1.4 NON-DISCRIMINATION

1.1.4.1 GENERAL DISCRIMINATION

The parties to this contract agree that they shall not, in any manner, discriminate against any person whatsoever because of race, color, age, religion, ancestry, national origin, sex, sexual orientation, perceived sexual orientation, gender, gender expression, gender identity, marital status, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history) or physical or mental disability.

1.1.4.2 ASSOCIATION DISCRIMINATION

No member, official, or representative of the Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of membership in or representation of the Association.

1.1.5

The Ross Valley Fire Department manages and maintains a list for regular personnel consisting of seniority and promotional dates, which can be accessed at the following page: [Seniority & Promotional Dates](#)

The Department shall update this list each time an employee is hired and when an employee's employment status changes. The Department will notify the Association each

time the list is updated by providing the Association with an updated copy.

1.2 PERFORMANCE GUARANTEES

The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing with the Authority that all matters of controversy within the scope of this agreement shall be settled by the grievance procedure referred to by Section 7.2 of this agreement.

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

1.3 EXISTING LAWS AND ORDINANCES; EXISTING BENEFITS

1.3.1

This agreement is subject to all existing laws of the State of California, and to the Authority's Resolution 82-1 (Resolution establishing policy and procedure for administration of employer-employee relations) appended hereto as Exhibit B. The Authority, the Association and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby. In case of conflict between this agreement and provisions of an Authority Resolution other than Resolution 82-1, this agreement shall govern.

1.3.2

Changes in existing benefits or purported existing benefits not encompassed by the provisions of Section 1.3.1 of this agreement shall be made only following notice to and negotiation with the 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.

1.4 WAIVER CLAUSE

The parties acknowledge that, for the life of this agreement, each party 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 1.3.2 and Section 1.5.1 of this agreement, notwithstanding any provision of law to the contrary.

1.5 CONTRACT TERM

1.5.1

This agreement shall be in effect from July 1, 2025 through June 30, 2028. 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.

1.5.2

Notwithstanding Section 1.5.1; continuation of this agreement after June 30, 2028, may be voided by operation of Section II-A-1 of Authority's Resolution 82-1. (Exhibit B)

1.5.3

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.

1.5.4

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 the 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.

1.6 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 Meyers-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.

1.7 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.

1.8 CIVIL SERVICE RULES

1.8.1 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") in accordance with Resolution 01-02.

1.8.2 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.

1.8.3 APPLICABILITY

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

1.8.4 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.

1.8.5 BOARD OF REVIEW

1.8.5.1 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.

1.8.5.2 FUNCTIONS

The Board of Review shall:

- (1) Hear and decide appeals from disciplinary actions instituted under Section 7.1 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 8 hereof.
- (3) Hear and advise on citizen complaints against employees pursuant to the rules and regulations adopted pursuant to Section 8 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.

1.8.5.3 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 their 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.

1.8.5.4 HEARINGS

All hearings of the Board of Review shall be closed, unless the appellant, grievant, or person charged requests an open hearing.

1.8.5.5 REVIEW

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.

2. ORGANIZATIONAL SECURITY

2.1 DUES WITHHOLDING

2.1.1 ASSOCIATION MEMBERSHIP

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.

2.1.2 HOUSE FUND

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 they are modified in accordance with the process outlined below.

2.1.3 DUES REVOCATION

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.

2.1.4 CLAIMS

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
- (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.

3. COMPENSATION

3.1 SALARIES

The monthly salaries payable to full-time employees covered by this agreement shall be as shown in Exhibit A.

3.1.1 STEP PLACEMENT

Step placement and advancement shall be in accordance with the provisions of Section 8.11.

3.1.2 ACTING ENGINEER

Any Firefighter Paramedic assigned and working as Acting Engineer shall be paid at a step in the salary range for Engineer corresponding to the employee's step in the Firefighter Paramedic range.

3.1.3 ACTING CAPTAIN

Any 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 Engineer range.

3.1.4 ACTING BATTALION CHIEF

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.

3.1.5 56 HOUR EMPLOYEES

Hourly rates for 56-hour employees shall be calculated by dividing an employee's monthly salary by 242.

3.1.6 STEP DIFFERENTIAL

The difference between each step (A through C) will be set at 5%.

3.1.7 STEP INCREASE SCHEDULE

Employees are eligible for the first step increase after 12 months of employment and every 12 months thereafter until Step "C" is reached.

3.2 UNIFORM INCENTIVE

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.

3.3 EDUCATION INCENTIVE

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. Levels cannot be compounded.

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.

Educational Incentive Pay is defined as compensation in accordance of California Code, Government Code – GOV § 20636 and California Code of Regulations title 2 § 571.

3.3.1 FIRST LEVEL

All employees who achieve 30 college units shall receive a sum of \$42.50 per month.

3.3.2 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 Exhibit A of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.

3.3.3 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 Exhibit A of this agreement. Differential pay, incentive pay, or any other form of compensation will not be included for the calculation of Educational Incentive.

3.4 Longevity Incentive

Effective July 1, 2027, longevity pay will be based on the Employee's years of service from their date of hire. Longevity Pay will be part of the Employee's base pay. Maximum longevity pay is 4% of base pay.

After six (6) years of completed full-time permanent service (72 months), employees will receive 2% additional base pay starting on the first day of the 73rd month.

After twelve (12) years of completed full-time permanent service (144 months), employees will receive 2% additional base pay (for a total of 4%) starting on the first day of the 145th month.

4. TERMS AND CONDITIONS OF EMPLOYMENT

4.1 WORKING HOURS AND OVERTIME

4.1.1 DUTY CYCLE

During the term of this agreement, the normal Fire Duty Cycle for Firefighter Paramedics, Engineers and Captains shall consist of two twenty-four (24) hour shifts followed by ninety-six (96) hours off duty.

X = 24 Hour on-duty period

O = 24 Hour off-duty period

Example: XXOOOO/XXOOOO/XXOOOO

Shifts shall not exceed forty-eight (48) hours duration, commencing at 0700 hours. Regular overtime is time worked by a Firefighter Paramedic, 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.

4.1.2 FAIR LABOR STANDARDS ACT

Overtime for Fair Labor Standards Act (FLSA) purposes is time worked by a Firefighter Paramedic, 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.

4.1.3 OVERTIME COMPENSATION

All overtime work authorized by the Chief or their 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 subject to approval of the Fire Chief or designee. 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. CTO in excess of one (1) hour shall be calculated in 1/2 hour increments. No employee shall be allowed to accrue more than 240 comp time hours on the books.

Effective July 1, 2025, any accumulated CTO that is earned after this date must be used subject to Fire Chief or designee approval during the calendar year in which it is earned. Any employee's accrued and unused CTO will be cashed out into the employee's deferred comp (457b) account as an employee contribution subject to the IRS limits and any additional CTO over such limits will be paid out as taxable wages. The disbursement shall occur by the last pay period of the calendar year at the Employee's regular rate of pay.

4.1.4 OVERTIME 40 HOUR PAY RATE

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.

4.1.5 OVERTIME PAY RATE

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, longevity, 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.

4.1.6 SHIFT TRADES

Employees may exchange shifts in accordance with the shift trade policy.

4.1.7 40 HOUR WORK WEEK

The Chief may assign, at their 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.

4.1.8 OFFICIAL HEARING APPEARANCE

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 on duty Battalion Chief after 6:00 p.m.

4.1.9 PERSONAL VEHICLE USE

An employee required to use their private vehicle for Authority business shall be reimbursed at the current rate recognized by the I.R.S.

4.2 WORKING CONDITIONS

4.2.1 MINIMUM STAFFING

Authority agrees that during the term of this agreement, a minimum emergency response force of ten (10) personnel shall be maintained. The response force shall consist of a Battalion Chief and nine (9) Captains, Engineers and/or Firefighter Paramedics. There may be no more than one Acting Battalion Chief, One Acting Captain, and one Acting Engineer on duty per shift. The Staffing Policy is hereby incorporated by reference.

4.2.1.1

Twenty-four (24) hour shift employees assigned to inspection, training, maintenance or other duty to be counted as within the emergency response force.

4.2.1.2

Regular shift assignments to be supplemented by overtime as needed.

4.2.1.3

No engine company to consist of fewer than, and no station to operate with less than three (3) personnel, one of which must be a Captain or Acting Captain.

4.2.1.4

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.

4.2.1.5

At all times there must be a Battalion Chief or Acting Battalion Chief on duty or available.

4.2.2

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.

4.2.3

The Authority agrees to provide for all employees subject to this agreement the IRS Section 125 benefit.

4.2.4

The Drug and Alcohol testing policy and procedure is appended hereto as Exhibit "C".

4.2.5

The Association agrees that an EMT Certification is a condition of employment for Captain and Engineer, and an EMT P certification is a condition of employment for Firefighter Paramedic.

4.3 PARAMEDIC PROGRAM

4.3.1 RVPA REIMBURSEMENT

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 Engineer Paramedics who are designated and serving as existing Paramedics on an engine company that are hired prior to July 1, 2025 shall continue to receive an incentive pay equal to 11 percent of base salary. This incentive pay shall be based on and added to the current step of Engineer. In 2024, an agreement was made to create the rank of Firefighter Paramedic, and the incentive pay was incorporated into the base salary of that classification. As such, Firefighter Paramedics are not eligible for the 11 percent incentive pay.

4.3.2 ACCREDITATION

Personnel designated and serving as a Paramedic shall be expected to continuously maintain their Marin County Paramedic Accreditation unless released from the requirement by the Department. An Engineer, upon promotion to Captain, or a Firefighter Paramedic upon promotion to Engineer or Captain, will no longer be eligible for paramedic incentive pay, used to fill minimum daily paramedic staffing, and will be responsible for maintaining their certification if they desire to continue to remain paramedic certified in Marin County.

4.3.3 DOWNGRADING PARAMEDIC LICENSE

An Engineer who wishes to drop the County certification and stop functioning as a Paramedic will only be allowed to do so with the approval of the Chief, for valid reasons and will no longer be eligible for incentive pay.

4.3.4 MINIMUM STANDARD

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 Paramedic by the Ross Valley Fire Department.

4.3.5 PROFESSIONAL COMPETENCY

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 RVFA 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, they will be compensated at no more than eight hours of overtime per day.

4.4 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.

5. BENEFITS – HEALTH AND WELFARE

5.1 MEDICAL

5.1.1 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).

5.1.2 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) they prefer. 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

5.1.3 BENEFIT CHANGES

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.

5.1.4 STATEMENT AND WAIVER

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.

5.1.5 AUTHORITIES OBLIGATION

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).

5.1.6 BENEFIT CONTINUATION

The 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.

5.1.7 HEALTH AND WELLNESS PROGRAM

The Authority shall provide routine scheduled physical assessments on an annual basis for employees covered by this MOU subject to the Authority and the Association reaching mutual agreement on the physical assessments and the provider. These assessments are conducted to identify opportunities for improved preventative maintenance, and enhancing Firefighter physical fitness and wellness.

Subject to the Authority and Association reaching mutual agreement on the cancer screening and the provider, the Authority shall also provide for annual cancer screenings in order to promote the health and well-being of employees, providing a current and future sense of health and wellness to reduce future medical issues and costs.

The results of these assessments shall be confidential between the provider/s and the employee.

5.2 RETIREMENT

5.2.1 CLASSIC EMPLOYEES

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.

5.2.2 PEPRA EMPLOYEES

"New Members", as defined by CalPERS, shall be subject to all provisions of the Public Employees' Pension Reform Act, PEPRA, PEPRA employees are subject to the retirement formula of 2.7% at 57, with the average of three (3) highest years of compensation.

5.2.3 RETIREMENT MEDICAL

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;

5.2.3.1 EMPLOYEES HIRED BEFORE APRIL 1, 2013

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 benefits to be eligible for full reimbursement.

5.2.3.2 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.

5.2.3.3 RETIREMENT HEALTH SAVINGS PLAN

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 C" salary for the Engineer, as established in Section 3.1 and Exhibit A. 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 C of the Engineer base Salary	2.0%	2.0%

5.2.4 SICK LEAVE CREDIT

Retirees shall be eligible to receive credit for some unused sick leave upon retirement, in accordance with Section 6.1.12.

5.2.5 INTERNAL REVENUE CODE COMPLIANCE

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.

5.2.6 DEFERRED COMPENSATION PLAN

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.

5.2.7 MANDATORY RETIREMENT AGE

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

6. LEAVE

6.1 SICK LEAVE

6.1.1 ACCRUAL

During the term of this agreement, all regular full-time employees shall accrue 16 hours 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.

6.1.2 DISABILITY

Disability of a Firefighter Paramedic, 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 Paramedic, Engineer or Captain resulting from illness or injury not connected with work for the 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 the Authority any temporary disability compensation provided under the Workers' Compensation law.

6.1.3 ACCUMULATION

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.

6.1.4 ADVANCE ACCURAL

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.

6.1.5 FAMILIAL CARE LEAVE (KIN CARE LAW)

In the event of illness or injury of a family member (i.e., child, parent, grandparent, grandchild, sibling, spouse, registered domestic partner) or designated person (an individual related to the employee by blood or whose association with the employee is the equivalent of a family member; employees are limited to one designated person per 12-month period), the employee may take Familial Care Leave (Kin Care Law) in accordance with California Labor Code section 233, which allows them to use up to ½ their yearly sick accrual to care for a family member or designated person.

6.1.6 BEREAVEMENT LEAVE

At the approval of the Fire Chief, or Employees who have been employed for at least thirty (30) days, are entitled to unpaid bereavement leave. Employees shall be granted up to five (5) working days (not necessarily consecutive days) of unpaid bereavement leave to attend to necessary obligations and commitments related to the death of a family member (i.e., the employee's spouse, registered domestic partner, child, stepchild, parent, stepparent, sibling, grandparent, parent-in-law, or sibling-in-law). An employee may use vacation, sick leave, and/or compensatory time off for the five (5) days of unpaid bereavement leave.

If requested, employees shall provide the Fire Chief or their designee with documentation of the death, acceptable to the Fire Chief such as; a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency within thirty (30) days of the first day of leave.

6.1.7 REPRODUCTIVE LOSS LEAVE

At the approval of the Fire Chief, or Employees who have been employed for at least thirty (30) days are entitled to up to five (5) days (not necessarily consecutive days) of unpaid leave due to reproductive loss. "Reproductive Loss" includes miscarriage, failed surrogacy, stillbirth, unsuccessful "assisted reproduction" (such as artificial

insemination or embryo transfer), and failed adoption. Leave for Reproductive Loss must be completed within three (3) months of the reproductive loss event. Employees who suffer more than one reproductive loss within a 12-month period may get up to an additional five days per reproductive loss, up to a maximum of twenty (20) days of leave within the 12-month period. The Department will not require employees to provide documentation to support their request for reproductive loss leave. Although leave is unpaid, an employee may use vacation, sick leave, and/or compensatory time off to cover the unpaid reproductive loss period. The Department will maintain confidentiality relating to employee use of reproductive loss leave. The Department will not retaliate against any employee who uses leave for reproductive loss or shares information related to the leave.

6.1.8 AUTHORITIES RIGHT TO VERIFY

The Association recognizes the right of the Authority to verify sick leave. 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 physician's release before a return to full duty.

6.1.9 SICK LEAVE CONVERSION

An employee using less sick leave in a contract year than they have accrued in that year may elect to transfer twenty five percent (25%) of the excess to their vacation accrual, or may elect to have equivalent cash contributed to the Supplemental Retirement Program (deferred compensation).

6.1.10 LEAVE DONATION BANK

An employee may elect to donate a portion of their sick leave for the use by other employees suffering a catastrophic event in accordance with the Leave Donation Policy.

6.1.11 UNABLE TO RETURN TO WORK

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

6.1.12 RETIREE CREDIT

Retirees shall receive 100% credit for accumulated sick leave, said credit to be added to their length of service at retirement. In the alternative, the cash value of 50% of accumulated sick leave, subject to section 6.1.3 above, will be contributed to the employee's Retiree Health Savings Plan. If the retiree does not have a Health Savings Plan, the Retiree may request the Department to create one for them.

6.2 VACATION

6.2.1 ENTITLEMENT

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:

For Fiscal Year July 1, 2025 through June 30, 2026

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

Beginning July 1, 2026 (Fiscal Year 26/27)

MONTHS OF SERVICE			ANNUAL VACATION ENTITLEMENT	
Start	through	60	8	24-hour shifts
61	through	120	10	24-hour shifts
121	through	180	12	24-hour shifts
181	and over		14	24-hour shifts

6.2.2 ACCUMULATION

Vacation time shall be accumulated monthly from the outset of employment. Vacation shall be accumulated in accordance with the schedule set forth in Section 6.2.1 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.

6.2.3 VACATION CAP

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. The contribution will be calculated at the regular rate of pay for that employee at the time the transfer request is submitted. 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.

6.2.4 EMPLOYEE SEPARATION

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

6.2.5 ADVANCE ACCRUAL

A maximum of 72 hours of vacation may be taken in advance of accrual, if approved by the Chief as convenient to Authority.

6.2.6 ACCRUAL WHILE ON DISABILITY

An employee who is on 4850 time or paid administrative leave 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 six (6) months to reduce their 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 their discretion, may grant additional time as long as the employee has demonstrated reductions in their vacation accrual balance and can show extenuating circumstances for why they were not able to reduce the vacation balance.

6.3 COMPENSATORY TIME

Employees may use Compensatory Time in accordance with the Compensatory Time Policy. Any class attended 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.

6.3.1 COMPENSATORY PAY OUT

Compensatory time-off hours subject to cash out either during employment or separation shall be paid out at the regular rate of pay utilizing the Department's Compensatory Time Pay Out Form.

6.4 HOLIDAY PAY

6.4.1 OBSERVED HOLIDAYS

Holiday time off shall not apply to Captains, Engineers, or Firefighter Paramedics 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

- Juneteenth
- 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

6.4.2 HOLIDAY IN-LIEU

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

6.5 SPECIAL LEAVE

6.5.1 MILITARY LEAVE

Military leave with pay shall be granted in accordance with and not exceeding the requirements of applicable federal and state laws.

6.5.2 JURY LEAVE

Jury leave with pay shall be granted to an employee called for potential jury duty or serving on a jury, provided they endorse over to Authority any compensation received therefore.

6.5.3 LEAVE OF ABSENCE

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.

6.5.3.1

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

6.5.3.2

Where fire department scheduling and staffing can accommodate the absence without placing an undue burden on all other personnel.

For difficult circumstances of a personal nature such as illness or injury with no residual department sick leave.

For fire-science related educational purposes.

For travel, but limited to once every five (5) years per individual.

6.5.3.3

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.

6.5.4 FAMILY MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT

In the event of illness or injury of a family member (i.e., child, parent, grandparent, grandchild, sibling, spouse, registered domestic partner) or a designated person (an individual related to the employee by blood or whose association with the employee is the equivalent of a family member; employees are limited to one designated person per 12-month period), the employee may take unpaid, job-protected leave for specific, qualifying family and medical reasons in accordance with the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CRFA).

Requests for FMLA/CFRA leave must be submitted to the Fire Chief for approval and reviewed for consistency with the law prior to approval. The employee may use paid vacation leave, paid sick leave, or compensatory time off for some or all of the leave period, or as otherwise required by law and department policy.

7. PROCEDURES

7.1 DISCIPLINARY ACTION

The disciplinary procedure outlined in this section supersedes and controls any and all other rules and regulations pertaining to the handling of disciplinary action. This policy shall follow due process and be applied fairly and consistently to all firefighters regardless of rank and seniority. All disciplinary cases will be handled in accordance with the California Firefighters Procedural Bill of Rights (FBOR) as codified in California Government Code §§ 3250-3262. The firefighters right to confidentiality shall be maintained during all steps of this process.

7.1.1 DESCRIPTION

For the purposes of this section, disciplinary action shall mean written reprimand, transfer for punitive purposes, suspension, demotion, disciplinary reduction in salary or discharge. The appeal procedure described herein shall apply to cases of disciplinary action affecting regular employees. It shall not be applicable to new probationary employees. However, probationary employees have the right to representation pursuant to Weingarten Rights. Regular employees have the right to representation at all initial stages and at all stages of the appeal process.

7.1.2. PRE-ACTION PROCEDURE

Step 1

Prior to imposing disciplinary action, the Fire Chief shall first provide the employee a preliminary written notice of intent of disciplinary action (NOIDA) stating the proposed

action, the effective date, the specific rule/policy that is alleged to have been violated, and the factual basis for the violation upon which the action will be taken. The employee shall have access to any known written materials, reports, recordings (audio and visual), transcripts, or documents upon which the action is based. The employee shall have the right to respond to the charges within ten (10) workdays from receipt of the notice in writing, to the Fire Chief to request a Skelly hearing. The Skelly hearing shall be presided over by the Fire Chief or their designee. The employee may request a reasonable extension of the time to respond for justifiable reasons. Failure to respond within the time specified will result in the employee's waiver of their procedural rights and final action will be taken.

Step 2

Following a review of a proposed disciplinary action, the Fire Chief, within five (5) workdays of receiving employee's response, shall render a written decision and send it by registered mail and via email to an account that the employee still has access to. A copy shall also be mailed and emailed to the employee's representative. The employee has the right, within ten (10) workdays after receiving the decision, to file a request for appeal with the Executive Officer. The original notice must contain the proper contact information for the Executive Officer. The appeal shall be a written statement, signed by the appellant, and may explain the matter appealed and the appellant's desired outcome from the appeal.

7.1.3 POST-ACTION APPEAL

Step 3

If the employee files a timely appeal, the Executive Officer shall, within five (5) workdays after receiving the appeal, designate a hearing officer who shall schedule a hearing not less than ten (10) workdays from the date the appeal was received. The hearing officer may conduct such independent investigation of the matter as they deem necessary. The appellant shall be given the opportunity to answer or present evidence in opposition to the findings of this independent investigation, including the calling of witnesses. The appellant or their representative may produce relevant oral or documentary evidence at the hearing. Within fifteen (15) workdays following the hearing, the hearing officer shall render a written decision. The hearing officer has the authority to affirm, repeal, dismiss, or modify the disciplinary action.

Step 4

If the appeal is not resolved to the satisfaction of the appellant at the conclusion of Step 3, the employee may appeal the decision of the hearing officer to a neutral arbitrator, provided they inform the hearing officer in writing within ten (10) working days following receipt of the hearing officer's written decision.

Within ten (10) working days from the date of receipt of the appeal, the parties may mutually agree on a neutral party to serve as an arbitrator. In the event the parties fail to agree on the neutral party, they shall immediately, thereafter, jointly request the California State Mediation and Conciliation Service to submit to them a list of five (5) persons qualified and available to act as arbitrator.

If such a list is requested from the State Mediation and Conciliation Service, the parties within five (5) working days of receipt of the list, shall mutually agree upon the person on the list who shall be the arbitrator. If one person is not mutually agreed upon, the parties shall within five (5) days after receipt of the list of names alternately strike two (2) names from such list with the last remaining name to be the person serving as arbitrator. The party having first choice to strike a name from the list shall be determined by a coin toss.

The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement, or to alter any wage rate or wage structure unless it was previously modified by the proposed discipline. The decision of the arbitrator shall be rendered after the evidence and arguments are presented to them by the parties in the presence of each other and in post hearing briefs, if necessary. The decision of the arbitrator shall be final and binding upon the parties.

The arbitrator's expenses, including any costs of using a stenographer / court reporter, shall be borne equally by the parties. In either case, each party shall bear the cost of its own representation.

For purposes of this section, workdays will be defined as business days excluding holidays.

7.2 GRIEVANCE PROCEDURE

7.2.1

A grievance may be filed by any employee on their own behalf, or jointly by a group of employees, or by the collective bargaining representative.

7.2.2

Within seven calendar days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by their 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.

7.2.3

If the grievant believes that the grievance has not been redressed within seven (7) calendar days, they may initiate a formal grievance within seven (7) calendar days thereafter. A formal grievance can be initiated only by completing and filing with the Executive Officer a form provided by them for this purpose.

7.2.4 Step 1

Within seven (7) working days after a formal grievance is filed, the Chief or their representative shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

7.2.5 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 (7) calendar days from their 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 (15) calendar days after such notification, the Executive Officer shall investigate the grievance, confer with persons affected and their representatives to the extent they deem 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.

7.2.6 Step 3

1. A final appeal to Step 3 may be filed, in writing, with the Executive Officer not more than seven (7) 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 (30) 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.

7.2.7

Any time limit may be extended only by mutual agreement in writing.

7.2.8

An aggrieved employee may be represented by any person of their 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.

7.2.9

All expenses of arbitration shall be shared equally by Authority and grievant.

7.2.10

Failure on the part of the 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.

7.3 REDUCTION IN FORCE/ POSITION ABOLITION

7.3.1

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.

7.3.2

An employee subject to layoff may bump another employee in a lower related class from which the first employee has been promoted.

7.3.3

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

Less than two (2) years of continuous service - a minimum of two (2) weeks notice, during which period employee shall continue to work.

After two (2) years of continuous service - one (1) month's severance pay, payable in a lump sum as of the termination date.

After five (5) years of continuous service - three (3) months' severance pay, payable in a lump sum as of the termination date.

After ten (10) years of continuous service - six (6) 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.

7.3.4 POSITION ABOLITION

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 section 8 Rules and Regulations are followed.

7.4 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.

7.5 RESTRICTED DUTY

7.5.1 PURPOSE

This policy shall apply to an employee who might incur an on or off work injury or illness that precludes their performance of all regular duties. Such instances may impose a financial hardship on the employee because of insufficient accrued sick/vacation/compensatory 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.

7.5.2 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.

7.5.3 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.

7.5.4 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.

7.5.5 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 in accordance with the Meyers-Milas-Brown Act (MMBA) requirements.

7.6 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.

7.7 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.

8. RULES AND REGULATIONS

8.1 ADOPTION

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

8.2 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 them 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 their position.
- (j) “PERMANENT EMPLOYEE”. An employee who has successfully completed their 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 their fitness for the duties to which they are 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.

8.3 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.

8.4 NO WAIVER OF RIGHTS

Neither a candidate for employment, nor any employee in the classified service, shall be required to sign any document whereby they waive any right or rights accruing to them under Resolutions 01- 02 or collective bargaining agreement.

8.5 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 the 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 8.2 subsection 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 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.

8.6 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 their 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 of Access. For promotional examinations only, each candidate shall be given written notice of the results thereof, and if successful, of their final score and/or rank on the eligible list. Any applicant who has completed a promotional

examination, or their representative, shall have access to their own examination records for a period of ten (10) calendar days following mailing of notice of the results. Said applicant within ten (10) calendar days after their review of their 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.

8.7 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 their 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.

8.8 APPOINTMENTS

All appointments to the positions in this MOU shall be made by the Chief in accordance with section 1.8 and section 8.

- 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 their 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 7.1 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 to 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 their 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.

8.9 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.

8.10 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.

8.11 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, they 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.

9. REOPENERS

9.1 PROGRESSIVE DISCIPLINE POLICY CREATION

During the term of this MOU, the Parties agree to meet and discuss changes to the Department Policy Manual and/or MOU to adopt a progressive discipline policy. Any changes to the Department Policy Manual and/or MOU on progressive discipline will be based on mutual agreement of the parties.

9.2 RHS MODIFICATION

No later than 180 days after the adoption of this MOU, the Association and Authority intend to meet after the Association evaluates the Department’s Retirement Health Savings Plan to determine if similar or better coverage may be available in a similar retirement health program, and/or a conversion to a different Health Savings Account that would be more beneficial to the employee with no additional cost to the Authority.

ROSS VALLEY FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1775

Andrew Juric, Lead Negotiator

Date

Scott Poppe, Negotiator

Date

Tyler Fiske, Negotiator

Date

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1775

John J. Grey, General Counsel

Date

ROSS VALLEY FIRE DEPARTMENT

Dave Donery, Executive Officer

Date

Steve Burdo, Ross Valley Fire Board President

Date

Attest:

Date

EXHIBITS

Exhibit A - Salary Table

Exhibit B - Resolution 82-1

Exhibit C - Drug and Alcohol Testing Policy

Intentionally left blank

EXHIBIT A – SALARY TABLES

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

Effective July 1, 2025, all classifications in the bargaining unit salaries shall be increased by 3.0%. The Engineer and Firefighter Paramedic will also receive a 3% equity adjustment and the Captain will receive a 2.5% equity adjustment.

Effective 07/01/2025	Step A	Step B	Step C
Captain	11,969.84	12,568.32	13,196.75
Engineer	10,345.61	10,862.89	11,406.04
Firefighter Paramedic	9,628.73	10,110.38	10,616.43

Effective July 1, 2026, all classifications in the bargaining unit salaries shall be increased by 3.5%. The Engineer and Firefighter Paramedic will also receive a 3.0% equity adjustment and the Captain will receive a 2.5% equity adjustment.

Effective 07/01/2026	Step A	Step B	Step C
Captain	12,698.50	13,333.42	14,000.10
Engineer	11,028.94	11,580.39	12,159.41
Firefighter Paramedic	10,264.71	10,778.17	11,317.64

Effective July 1, 2027, all classifications in the bargaining unit salaries shall be increased by 4.0%. The Engineer and Firefighter Paramedic will also receive a 3.0% equity adjustment and the Captain will receive a 2.5% equity adjustment.

Effective 07/01/2027	Step A	Step B	Step C
Captain	13,536.61	14,213.43	14,924.11
Engineer	11,814.20	12,404.91	13,025.16
Firefighter Paramedic	10,995.55	11,545.57	12,123.46

EXHIBIT B (RESOLUTION 82-1)

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

(Exhibit C)

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 they refuse 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:

- o 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
- o 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
- o An arrest or conviction of a drug related offense; or
- o 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
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¹ If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

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 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.

³ *Benzoyllecgonine*

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 their 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