

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

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MEMORANDUM OF UNDERSTANDING

Between

ROSS VALLEY FIRE DEPARTMENT

And

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION, IAFF LOCAL 1775

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

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

Battalion Chief

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

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

1. Salaries

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

2. Rates of Pay

The basic rate of pay equals:

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

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

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

Calculation:

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

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

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

3. **Salary and Wage Plan for Battalion Chiefs**

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

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

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

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

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

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

FY19/20 \$345 increase and 3% increase	Step A	Step B	Step C
	12,467	13,123	13,813
FY20/21 3% increase	Step A	Step B	Step C
	12,841	13,516	14,228
FY21/22 3% increase	Step A	Step B	Step C
	13,226	13,922	14,655

Step A salary shall be top step less 10%

Step B salary shall be top step less 5%

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

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

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

4. Hours of Work:

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

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

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

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

5. Dues Deductions:

- a. All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (payroll deductions) as determined by the Association. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues (members). The dues will be paid to the Association by payroll deductions implemented by the Department. The Association shall certify to the Department the identity of such members and the amount of the payroll deductions.
- b. The parties agree that upon certification of the Association that it has and will maintain employee's written authorization, the Department will deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the Department, without delay, along with a list of the employees who have had said dues deducted. Such dues deductions shall continue so long as the modified in accordance with the process outlined below.
- c. If an employee of the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the Department shall direct the employee member to the Association. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Association directly to the Department and is subject to the terms and conditions set forth in the original payroll deduction/authorization. The cancellation will be promptly processed by the Department.
- d. The Association, to the extent permitted by law, shall indemnify, hold harmless, and defend the Department against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the Department's compliance with this section. The Association shall be responsible for the defense of any claim within this provision, subject to the following: (i) the Department shall promptly give written notice of any claim to the Association, (ii) the Department shall provide assistance reasonably requested for the defense of the claim; and (iii) the Association has the right to control the defense or settlement of the claim; provided, however, that the Department shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Association may not settle or otherwise resolve any claim or action in a way that obligates the Department in any manner, including but not limited to paying any amounts in settlement,

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

6. Overtime:

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

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

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

For all personnel assigned to emergency incidents, both in County and out of County shall be compensated portal to portal for the duration of the incident assignment.

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

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

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

7. Administrative Leave:

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

8. Holidays:

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

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

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

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

9. Vacation:

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

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

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

periods of non-charged leave for work connected illness or injury if the disability is determined to be temporary.

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

10. Sick Leave:

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

shifts as per the MOU. Employees with an excess of six months as of 7/1/04 shall maintain that cap limit as the maximum sick leave accumulation allowable for payoff purposes.

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

11. Special Leave:

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

12. Acting Battalion Chiefs

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

13. Health Benefits

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

requirements of the FLSA, cash-in-lieu will be increased to \$320 per month if FLSA is amended or a final and binding federal court ruling is made which would allow cash-in-lieu payments to be excluded from the regular rate of pay. The increase would be effective the pay period after the Authority informs the Association in writing of its desire to no longer include cash-in-lieu payments in the regular rate of pay calculation.

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

14. Retirement:

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

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

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

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

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

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

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

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

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

Retirement Health Saving Plan (RHS) Contributions

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

- c. Retirees shall be eligible to receive credit for some unused sick leave upon retirement, in accordance with Section 10-i of this agreement.
- d. Authority agrees to implement the provisions of Section 414(h) (2) of the Internal Revenue Code whereby the employee P.E.R.S. contribution is

removed from gross salary for tax purposes.

- e. The Authority will continue to provide a deferred compensation plan for all employees. It will be administered by a committee on which both parties to this agreement will be represented.
- f. Starting January 1, 2015, employees will pay the entire Employee Contribution.
- g. The Authority and the Union agree to a mandatory retirement age of 65 years for all employees covered by this agreement.

15. Uniform Allowance:

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

16. Educational Incentive:

The following educational incentive plan has been adopted:

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

17. in-District Living Allowance:

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

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

18. Deferred Compensation:

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

19. Working Conditions

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

20. Performance Guarantees

- a. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing with Authority that all matters of controversy within the scope of this agreement shall be

settled by the grievance procedure as per the existing Civil Service Rules of the Department.

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

21. Existing laws and ordinances; Existing Benefits

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

22. Waiver Clause

The parties acknowledge that, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter pertaining to or covered by this agreement, except as specifically provided the Sections 1, 21b, and 22 of this agreement, notwithstanding any provision of law to the contrary.

23. Severability

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

24. No Discrimination:

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

25. Personnel Policies and Procedures

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

26. Deployment Model Modification

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

27. Duration of Agreement:

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

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

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION
IAFF LOCAL 1775

Tim Grasser

Daniel Mahoney

RATIFIED: INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1775

John J. Grey, Attorney

Robert Briare, President

ROSS VALLEY FIRE DEPARTMENT

Garrett Toy, Executive Officer

RATIFIED:

ROSS VALLEY FIRE DEPARTMENT

ATTEST:

JoAnne Lewis, Administrative Assistant
Clerk

EXHIBITS

- Exhibit A - Civil Service Systems
- Exhibit B - Rules and Regulations
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- Exhibit H- Seniority List
- Exhibit I - 30 Minute Drive Time Map

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(Exhibit A)

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

Section 1. Personnel System adopted.

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

Section 2. Findings and declarations.

It is the intent of this resolution to insure that:

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

Section 3. Applicability.

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

Section 4. Rules and regulations

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

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

Section 5. Personnel Officer.

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

Section 6. Board of Review

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

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

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

Section 7. Appointments.

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

Section 8. Disciplinary actions.

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

Section 9. Abolition of positions

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

(Exhibit B)

ROSS VALLEY FIRE SERVICE

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

RULES AND REGULATIONS

Section 1. Adoption.

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

Section 2. Definitions.

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

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

Section 3. Classification Plan.

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

Section 4. No Waiver of Rights

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

Section 5 Recruitment

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

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

Section 6. Examinations.

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

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

Section 7. Eligible Lists

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

- c. Reemployment Lists. The names of probationary and permanent employees who have been laid off shall be placed on reemployment lists in order of seniority. Such names shall remain thereon for a period of three years unless such persons are sooner reemployed. When a reemployment list is to be used to fill vacancies, the Personnel Officer shall certify from the top of such list the number of names equal to the number of vacancies to be filled, and the appointing power shall appoint such persons to fill the vacancies, at previous step and rank, subject to physical examination only.
- d. Removal of Name
 - 1) An applicant so requesting may have his/her name temporarily removed from an eligibility list for a time certain, without penalty.
 - 2) The Personnel Officer shall remove from an eligibility list the name of any applicant who fails to respond to an inquiry within five business days of mailing, or to report for interview, or who declines appointment to a position, fails a medical examination, or does not report to work at time agreed.

Section 8. Appointments.

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

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

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

g. Probation

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

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

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

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

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

Section 9. Promotion.

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

Section 10. Reinstatement.

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

Section 11 - Salary Administration.

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

Section 12. Position Abolition.

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

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

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

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

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

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

Section 13. Grievance Procedure

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

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

Section 14. Disciplinary Action

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

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

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

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

JoAnne Lewis, Clerk

(Exhibit C)

LEAVE OF ABSENCE POLICY

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

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

(Exhibit D)

STANDARDS FOR EDUCATIONAL INCENTIVES

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

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

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

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

1 Unit = 18 hours

1 Credit = 12 hours

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

(Exhibit E)

REQUIRED FIREHOUSE MESS

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

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

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

(Exhibit F)

ROSS VALLEY FIRE DEPARTMENT – MANUAL OF OPERATIONS

TITLE: _____ II. Personnel

CHAPTER: **5. Personnel Policies and Procedures**

ARTICLE: **14. Restricted Duty**

SECTION:

DATE: DATE REVISED: 9/2000 BY:

Article 14 - Restricted Duty

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

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

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

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

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

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

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

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

(Exhibit G)

DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES

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

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

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

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

- 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
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.

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

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

³ Benzoylcegonine

The 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.

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

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

month period, the employee will be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

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

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

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

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

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

APPROVED:

ROSS VALLEY FIRE SERVICE

Dated: _____

By: _____

APPROVED:

ROSS VALLEY FIREFIGHTERS
ASSOCIATION, IAFF, Local 1775

Dated: _____

By: _____
President

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

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

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

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

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

Printed or Typed Name of Employee

Signature of Employee

Date

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(Exhibit H)

ROSS VALLEY FIRE DEPARTMENT - MANUAL OF OPERATIONS

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

CHAPTER: 3. Seniority List – Regular Personnel

ARTICLE: 1 Revised: 04/23/19

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

Article 2

Captain Promotional Dates:

Name:	Date of Promotion:
David Stasiowski	5/1/2000
Jake Peterson	10/1/2001
Mark Weston	3/1/2005
Dan Mahoney	1/1/2006
Robert Hoggan	4/15/2008
Tim Grasser	8/7/2008
Jim Popken	7/16/2010
Gavin Illingworth	4/1/2011
Scott Porter	8/06/2013
Isaac Wilson	1/1/2014
Todd Standfield	5/15/2014
Oscar Arenas	10/01/2015
Richard Birmingham	3/1/2018
Rick Rosecrans	12/1/2018

Article 3

Battalion Chief Promotional Dates:

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

(EXHIBIT I)

30 MINUTE DRIVE TIME MAP

