



SALARIES & BENEFITS

Between

Southern Marin Fire Protection

District And

Non-Sworn Administrative Staff (NSAS) & Fire Inspector

Wages and Compensation, Benefits, Working Conditions

July 1, 2015

TABLE OF CONTENTS:

Definitions

Article I: Represented Positions

Article II: Term

Article III: Wage Schedule

Article IV: Salary Step Requirements for Represented Classifications

- i. Administrative Services Manager
- ii. Finance Manager
- iii. Project Manager
- iv. Inspector

Article V: Benefits

Article VI: Leaves

Article VII: Retirement

Article VIII: Driver's License Requirements

Article IX: Discipline

Article X: Existing District Personnel Rules, Policies and Procedures

MANAGEMENT RESOLUTION

This Agreement is between the SOUTHERN MARIN FIRE PROTECTION DISTRICT (“District”) and the Non-Sworn Administrative Staff (“Staff”) and Fire Inspector positions.

DEFINITIONS

District: Refers to the Southern Marin Fire District.

Fulltime: An employee who works (30) thirty or more hours per week. This is based on IRS definition and is used for the purposes of determining when the employer is legally required to provide Health Care Insurance.

Staff: Refers to employees of the Southern Marin Fire District listed in this Resolution only.

ARTICLE I APPLICABLE POSITIONS

The Non-Sworn & Sworn Administrative Staff consists of the following positions:

- Administrative Services Manager
- Finance Manager
- Project Manager
- Fire Inspector

ARTICLE II - TERM

This compensation document shall be in effect beginning July 1, 2015 through June 30, 2016.

ARTICLE III – WAGE SCHEDULE

The following wage schedule applies to all classifications covered by this document, effective July 1, 2015.

| Full-Time Position | Hours | Type | Monthly Base Salary |
|--|-----------|-----------|---------------------|
| Administrative Services Manager Step 1 | 40 | Non-Sworn | \$6,192.00 |
| Administrative Services Manager Step 2 | | | \$6,440.00 |
| Administrative Services Manager Step 3 | | | \$6,697.00 |
| Full-Time Position | | | Monthly Base Salary |
| Finance Manager, Step 1 | 32 | Non-Sworn | \$8,000 |
| Finance Manager, Step 2 | | | \$8,400 |
| Finance Manager, Step 3 | | | \$8,820 |
| Full-Time Position | | | Monthly Base Salary |
| Project Manager, Step 1 | 40 | Non-Sworn | \$6,667.00 |
| Project Manager, Step 2 | | | \$7,000.00 |
| Project Manager, Step 3 | | | \$7,333.00 |
| Project Manager | | | \$7,667.00 |
| Project Manager | | | \$8,000.00 |
| Full-Time Position | | | Monthly Base Salary |
| Fire Inspector, Step 1 | 40 | Sworn | \$6,067 (\$35/hr.) |
| Fire Inspector, Step 2 | | | \$6,413 (\$37/hr.) |
| Fire Inspector, Step 3 | | | \$6,760 (\$39/hr.) |

ARTICLE IV – SALARY STEP REQUIREMENTS

A. Administrative Services Manager

| Administrative Services Manager | Requirements |
|--|---|
| Administrative Services Manager – Step 1 | 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 Board of Directors 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 Board of Directors in advance of any such salary offer. |
| Administrative Services Manager – Step 2 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |
| Administrative Services Manager – Step 3 | The third step is the rate at which a fully qualified, experienced and ordinarily conscientious employees should be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 2 shall be granted this step. |

ARTICLE IV – SALARY STEP REQUIREMENTS, CON’T

B. Finance Manager

| Position | Requirements |
|--------------------------|---|
| Finance Manager – Step 1 | 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 Board of Directors 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 Board of Directors in advance of any such salary offer. |
| Finance Manager – Step 2 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |
| Finance Manager – Step 3 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |

C. Project Manager

| Position | Requirements |
|--------------------------|---|
| Project Manager – Step 1 | 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 Board of Directors 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 Board of Directors in advance of any such salary offer. This position requires a Bachelor's Degree and Project Management Experience. |
| Project Manager – Step 2 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |
| Project Manager – Step 3 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |
| Project Manager – Step 4 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |
| Project Manager – Step 5 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |

D. Fire Inspector

| Position | Requirements |
|-------------------------|---|
| Fire Inspector – Step 1 | 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 Board of Directors 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 Board of Directors in advance of any such salary offer. |
| Fire Inspector – Step 2 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |
| Fire Inspector – Step 3 | Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released. |

ARTICLE V - BENEFITS

1. Health Insurance - Medical

- a. Medical insurance shall be carried through the Kaiser Foundation Health Plan, Inc., coverage "S" for all employees covered by this Resolution, and their dependents. Said coverage shall be paid by the District.
- b. The District recognizes as additional health care plan options: Blue Cross-Fee for Service, Blue Cross Prudent and
- c. Buyer Classic Plan V. The cost of these options over and above the cost of the Kaiser Plan, family rate, is to be borne by the employee.
- d. As of July 1, 2005, the District will pay directly to the employee the cost of providing medical insurance through the Kaiser Foundation Health Plan, Inc. (Single employee rate only) if the employee withdraws himself/herself from the

health coverage provided by the District and signs a waiver which ensures a complete understanding of the employee's choice.

2. Medical Insurance after Retirement – *Miscellaneous Employees Tier 1*: Members hired prior to January 1, 2013:

- a. The District shall provide service credit towards employee only medical coverage at normal service connected retirement, provided an employee has achieved a minimum of 10 years employment with the Southern Marin Fire Protection District for a total combined service time of not less than 20 years, having been hired as the result of 1. the Agreement Between the City of Sausalito and Southern Marin Fire Protection District, effective on or about April 25, 2006, or 2. as the result of the City of Mill Valley/Tamalpais Fire Protection District Joint Powers Agreement (1980-1994), but said employee retires not having achieved combined employment of sufficient duration to qualify for 100% of medical benefits for employee only, as then provided by the Marin County Employees' Retirement Association, (MCERA), the District will contribute to MCERA, in employee's behalf, an amount of money equal to that amount necessary for employee to receive 100% of medical benefits for employee only, as then provided by MCERA, at the rate(s) then applicable according to Kaiser Permanente premiums.
- b. The District is a member of the Marin County Employees' Retirement Association for the purpose of providing retirement benefits for employees hired by Southern Marin Fire Protection District.

3. Medical Insurance after Retirement - *Miscellaneous Employees Tier 2*: Members hired on or after January 1, 2013:

- a. For members hired after July 1, 2013 the District shall establish a Retirement Health Savings (RHS) plan that will provide tax advantaged income to pay for retirement medical insurance premiums. The District shall match a \$50 per month contribution to the mandatory \$50.00 per month member contribution for members under the age of 40 for a total of \$100.00 per month. When current members reach the age of 40 the District and member contribution shall increase to \$75.00 per month for a total of \$150.00 per month. For members over the age of 40 at the time of this MOU ratification, the District shall contribute a \$100.00 per month contribution to the mandatory member contribution of \$75.00 per month for a total of \$175.00 per month.
- b. Both member and District contributions shall be adjusted annually beginning June 30, 2016, at a percentage rate equal to the United States Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose annual consumer price index (CPI)

4. Medical Insurance after Retirement – *Safety Employees Tier 3A*: Members hired on or after January 1, 2013:
 - a. OPEB Benefits for this tier are currently being negotiated.
5. Dental Insurance, All Tiers
 - a. Dental Insurance shall be carried by Delta Dental. This plan covers all employees represented by this Resolution, and their dependents. Premium costs for dental insurance shall be paid by the District.
 - b. As of July 1, 2005, the District will pay directly to the employee the cost of providing dental insurance through Delta Dental (Single employee rate only) if the employee withdraws himself/herself from the dental coverage provided by the District and signs a waiver which ensures a complete understanding of the employee's choice.
6. Vision Insurance
 - a. The District shall pay 100% of the premium for vision coverage for employees represented by this Resolution, and their dependents.
7. Life Insurance, All Tiers
 - a. The District agrees to contribute seven dollars and fifteen cents (\$7.15) per month toward life insurance plan(s) and the District shall deduct the remaining required premium from the employee's paycheck. Employees will be responsible for the full premium amount of additional voluntary life insurance coverage through the District plan.
8. Long Term Disability
 - a. Coverage shall be paid by the District for each employee for participation in the Long Term Disability Plan by the California Association of Professional Firefighters. The premium dollar amount (\$16.00) will be included in the employee's base salary, then deducted for the monthly premium.
9. Long-term Care
 - a. Coverage shall be paid by the District for each employee for participation in the Long Term Care Plan by the California Association of Professional Firefighters. The premium dollar amount (\$36.64) will be included in the employee's base salary, then deducted for the monthly premium.
10. Life and Accidental Death Insurance

- a. Probationary and regular employees shall receive a Life & Accidental Death insurance policy paid by the District. Said insurance policy shall be fifty thousand dollars (\$50,000) per employee.

11. Employee Assistance Program (EAP)

- a. The District reserves the exclusive right to enter into an Employee Assistance Program and it is subject to annual review. The current EAP program through the Managed Health Network (MHN) offers 10 counseling sessions per incident, per year for all employees and their dependents along with on-line services.

12. Deferred Compensation

- a. Effective July 1, 2015, the District will contribute a total of 5% of the employee's base salary to the Deferred Compensation Plan. In the event future revenue projections fail to meet current expectations, the District reserves the right to re-negotiate said contribution to the employee's Deferred Compensation Plan.

ARTICLE VI - LEAVES

This section includes descriptions for the different type of leave programs available to represented members.

1. Administrative Leave

- a. The Administrative Services Manager and the Project Manager shall receive 50 hours of Administrative Leave per fiscal year.
- b. The Finance Manager shall receive 40 hours of Administrative Leave per fiscal year.
- c. Except as provided above, no additional Administrative Leave shall be paid during the term of this agreement.

2. Funeral Leave

- a. In the event of a death in the immediate family of an employee who has one (1) or more years of seniority, employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days.
- b. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.
- c. For the purposes of this provision, the immediate family shall be restricted to

father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepchildren, grandparents and grandchildren. Substantiation of the death may be required by the department manager.

- d. Funeral leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

3. Leave Without Pay

- a. The Board may grant an employee leave of absence without pay for a period not to exceed one (1) year, whenever such leave is considered to be in the best interest of the service. Such leave shall be requested in writing by the employee, and shall require written approval by the Fire Chief and the Board. Upon expiration of a regularly approved leave without pay, the employee shall return to the position held at the time leave was granted.
- b. During an approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission for such leave.

4. Workmen's Compensation Leave

- a. Whenever a non-safety employee is required to be off work as the result of an injury or illness directly traceable to District employment, employee shall receive full pay for the time he/she is disabled up to a maximum period of sixty (60) calendar days for any one (1) period of such illness or injury; provided that any money which he/she receives for such illness or injury from the Workmen's Compensation Insurance carrier is deposited with the District.

5. Leave to Serve on Jury Duty or as a Witness at a Trial:

- a. Whenever an employee is required during normal working hours to serve as a juror, or as a witness at a trial not involving District business, he/she shall be granted leave for such purpose upon presentation of a jury notice to the Department Manager.
- b. Employee shall receive pay for time served on the jury, or as a witness, provided that any money the employee receives for such duty is deposited with the District.

6. FMLA leave is available for member use under the following circumstances, as defined by 29 USC § 2612, Government Code § 12945.1 and Government Code § 12945.2:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child, parent, or legally registered domestic partner) with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent or next of kin service member of the United States Armed Forces, who has a serious injury or illness incurred in the line of duty.

7. Sick Leave

- a. Sick leave with pay shall be granted to fulltime employees at the rate of (1) working day (96 hours annually) for each full calendar month of service.
 - i. The Finance Manager shall accrue at the rate of 77 hours annually.
- b. Sick leave shall be charged at the rate of one (1) day or shift for each normal workday's absence. Sick leave may be taken for absences from duty made necessary by:
 - i. Personal illness or physical incapacity, caused by factors over which the employee has no reasonable immediate control.
 - ii. Injury not incurred in line of duty, except where traceable to employment by an employer other than the District.
 - iii. Medical, dental or eye examinations or treatment for which an appointment cannot be made outside of working hours.
- c. Special leave with pay may be taken and charged against sick leave credits for:
 - i. Hospitalization of a member of the immediate family, or any member of an employee's household for whom the employee is entitled to claim an exemption under the Federal income tax laws, or
 - ii. Care of a member of the immediate family who is critically ill or injured, though not hospitalized, where such leave is approved by the Fire Chief.
- d. An employee who absents herself/himself from duty on sick or special leave shall notify the Fire Chief or such other person as department rules may

provide, one hour prior to the start of the first day of absence, of the reasons for requiring such leave, and failure to do so may be grounds for denial of such leaves without pay for the period of absence.

- e. Each such absence shall be reported by the department to the Secretary, where proper records shall be maintained of all absences.
- f. Holidays and regular days off occurring when an employee is on sick or special leave shall not be charged against such employee's sick leave credits.
- g. Sick leave shall automatically terminate on the date of retirement of the employee or on the date on which an ordinary disability allowance under the retirement system becomes effective.
- h. Proof of Illness: In any request for sick leave with pay for three (3) or more calendar days, the Fire Chief may require a statement in writing signed by a regularly licensed physician, or the submission of other substantiating evidence that the employee is incapacitated and unable to perform her/his duties.
- i. In the event of retirement, death or resignation from employment with the District, after ten (10) years of service, the employee or the employee's estate, in the case of death, shall receive a cash payment equivalent to 35% of the employee's accumulated but unused sick leave plus 1.66% for each year of service up to 25 years when the individual would receive the maximum payment of 60% of the unused sick leave. There would be an unlimited accrual of sick leave hours.
- j. After July 1, 2013, the Administrative Services Manager shall receive employment service credit, for retirement purposes only, for the remaining 40% of hour's accrued unused sick leave after the Sick Leave Payout in the previous paragraph. This section shall not apply to employees who are discharged for cause or who resign in-lieu of being discharged for cause.
- k. This section shall not apply to employees who are discharged for cause or who resign in-lieu of being discharged for cause.

8. Office Holidays

- a. All newly hired employees covered by this Resolution shall be required to serve an eighteen-(18) month probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure. This is not retroactive.

- b. Every day appointed by the President of the United States or the Governor of the State of California and observed by employees of the Federal or State government for public fast, Thanksgiving or holiday.
- c. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. When a holiday falls on a Saturday, employees shall receive an extra day off which shall be added to their accumulated vacation balances.
- d. Paid holidays for management and administrative support staff members are:

| | |
|-------------------------------|--------------------------------|
| New Year's Day | (First day of January) |
| Martin Luther King's Birthday | (Third Monday in January) |
| Lincoln's Birthday | (Twelfth of February) |
| Washington's Birthday | (Third Monday in February) |
| Memorial Day | (Last Monday in May) |
| Independence Day | (Fourth day of July) |
| Labor Day | (First Monday in September) |
| Admission Day | (Ninth of September) |
| Columbus Day | (Second Monday in October) |
| Veterans Day | (Eleventh day of November) |
| Thanksgiving | (Fourth Thursday in November) |
| Day after Thanksgiving | (Fourth Friday in November) |
| Christmas Day | (Twenty-fifth day of December) |

9. Vacation

- a. Vacation leave with pay shall be credited to the fulltime staff employees at the following rate for each full year of service. Vacation shall be accrued during the probationary period; however, no vacation time off shall be used during the original probationary period.

Administrative Services Manager, Project Manager and Fire Inspector

| | |
|-----------------------------|-----------|
| One to 5 years of service | 88 hours |
| 6 - 15 years of service | 128 hours |
| 16 - 20 years of service | 208 hours |
| 21 years and service and up | 248 hours |

Finance Manager

| | |
|---------------------------|-----------|
| One to 5 years of service | 70 hours |
| 6 - 15 years of service | 102 hours |
| 16 - 20 years of service | 165 hours |

21 years and service and up

197 hours

10. Vacation Cash Out

- a. At termination of an employee, fractional periods of vacation shall be figured and credited to the administrative employee's account. Unused vacation time at termination shall be compensated by payment at the employee's rate of pay.
- b. No vacation time is due to any employee who is terminated prior to being certified as a permanent employee.

11. Uniform Maintenance Program: The District provides \$400.00 annually to the Administrative Services Manager & Fire Inspector for such items as department approved tee shirts, baseball hats, work out clothing, etc., and will replace standard, approved uniforms as needed (i.e. nomex uniform 5 shirt, nomex pants, belt and boots).

- a. This payment is made annually on the first pay period in October.

ARTICLE VII - RETIREMENT

1. Tier 1 - Miscellaneous Employees

Full time employees hired prior to January 1, 2013, shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:

- a. 2.7% @ age 55
- b. Annual Cost of Living Adjustment not to exceed 4%
- c. Highest 12 month period for determining final compensation for retirement pay.

2. Tier 2 - Miscellaneous Employees

Full time employees hired after January 1, 2013 shall be eligible for retirement benefits through the Marin County Public Employee's Retirement Agency (MCERA) as follows:

- a. Retirement pay rate of 2% at 62 years of age
- b. Annual Cost of Living Adjustment (COLA) not to exceed 4%
- c. Three (3) year average of compensation for determining final compensation for retirement pay

3. Tier 2A – Safety Employees

Full time employees hired after January 1, 2013 shall be eligible for retirement benefits

through the Marin County Public Employee's Retirement Agency (MCERA) as follows:

- a. Retirement pay rate of 3% at 55 years of age
 - b. Annual Cost of Living Adjustment (COLA) not to exceed 3%
 - c. Three (3) year average of compensation for determining final compensation for retirement pay
4. Following 30 years of contributions of MCERA, employer and member contributions cease.

ARTICLE VIII – DRIVER LICENSE REQUIREMENTS

Members are required to possess a valid California Driver License, Class C.

ARTICLE IX- DISCIPLINE

The District may dismiss, suspend, or demote an employee for any cause.

ARTICLE X- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

All terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this document shall remain in full force and effect unless and until changed in accordance with State law.