

**COLLECTIVE BARGAINING  
AGREEMENT**

October 16, 2022 – June 30, 2025

**COUNTY OF MARIN  
AND  
MARIN COUNTY FIRE  
BATTALION CHIEFS'  
ASSOCIATION**

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The salaries, hours, fringe benefits, and working conditions set forth have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "COUNTY") and the Marin County Fire Battalion Chiefs' Association (hereinafter called Association").

## **I. RECOGNITION**

- A. County hereby recognizes the Association as the bargaining representative, for the purpose of establishing salaries, hours, fringe benefits, and working conditions, for all employees within the Marin County Fire Battalion Chief's Unit as established by the Personnel Commission March 27, 1992.
- B. Fire Battalion Chief Classifications
  - 1. Represented employees in the "Fire Battalion Chief – 40 Hours" and the "Fire Battalion Chief – 56 Hours" classifications serve respectively as a program manager or shift manager.
  - 2. The Fire Chief may assign employees to serve as either a 40-hour program manager or 56-hour shift manager. These assignments are made at the sole discretion of the Fire Chief (or designee) and not subject to any appeals, including the grievance procedure.

### **Class Characteristics**

Positions in the class of Battalion Chief primarily work shift assignments in command of a battalion of firefighting companies although incumbents may also perform administrative staff assignments on a regular 40-hour work schedule. This class is distinguished from Senior Fire Captain, which is a station commander in charge of a firefighting company and from Deputy Fire Chief which has non-shift, County wide management responsibilities.

- C. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the residents of and visitors to Marin County.
- D. Whenever a person is promoted to the position of Fire Battalion Chief in this bargaining unit, County shall notify such person that the B/Cs is the recognized bargaining representative for employees in that classification. Both County and B/Cs agree to keep duplicate-originals of this agreement on file in a readily accessible location, available for inspection by any County employee, or member of the public, upon request.

No member, official or representative of B/Cs shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise, by virtue of the employee's membership in or representation of B/Cs.

- E. The parties to this agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of race, religious creed, color, sex, age, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, gender identity or gender, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, political or religious opinions or affiliations, or any other factor unrelated to job performance. Complaints pursuant to such issues shall be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21).
- F. In connection with contract negotiations, unless otherwise agreed, each bargaining committee will not exceed four (4) persons. Employee members of bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiations.
- G. County shall provide B/Cs with five (5) working days' notice in advance of final action relating to salaries, hours, working conditions, and/or fringe benefits of employees within this unit. County also agrees to provide B/Cs with five (5) working days' notice in advance of Board of Supervisors' consideration of staff proposals on the above matters.

## **II. EXISTING LAWS, REGULATIONS AND POLICIES**

This agreement is subject to all existing laws of the State of California, ordinances, and regulations of the County of Marin. The County, the B/Cs affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

## **III. ADMINISTRATION**

- A. The Association may, by written notice to the Director of Human Resources, designate one of its members as Shop Steward. The workload of a Shop Steward shall be reduced to permit the steward to devote an average of three hours per week of duty time to Association activities. In all cases, a Shop Steward shall secure permission from the Fire Chief before leaving a duty assignment. Such permission shall not be unreasonably withheld.
- B. Authorized Shop Stewards of the Association shall be allowed to post notices on bulletin boards maintained on County premises.
- C. Shop Stewards may investigate and process formal grievances filed by employees.
- D. The original or a copy of all material which reflects on an employee's performance shall immediately be inserted in the employee's file in the Human Resources Department, and the employee shall be notified accordingly. Said file shall be available at reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

## **IV. SALARIES**

### **A. General Salaries**

Effective the first full pay period of July 2022, or in the first full pay period following ratification and approval, whichever is later, the rate of pay for all represented employees shall be increased by two percent (2.0%).

Effective the first pay period of July 2023, the rate of pay for all represented employees shall be increased by three percent (3.0%).

Effective the first pay period of July 2024, the rate of pay for all represented employees shall be increased by three percent (3.0%).

### **B. Equity Adjustment**

Effective the first full pay period of July 2022, or in the first full pay period following ratification and approval, whichever is later, the rate of pay for all represented employees shall be increased by an additional one percent (1.0%).

### **C. Emergency Medical Technician Pay**

Effective the first full pay period of July 2022, or in the first full pay period following ratification and approval, whichever is later, all Regular Hire full-time employees who have a current California Emergency Medical Technician (EMT) Certification will receive additional pay of two percent (2.0%). Employees must maintain their EMT Certification to continue receiving this benefit.

### **D. One-time Lump Sum Payment**

Effective the pay period following adoption of a successor contract by the Board of Supervisors but no earlier than the first full pay period of July 2022, Regular Hire full-time employees shall receive a one-time, non-pensionable payment of \$2,400. This amount will be prorated for Regular Hire part-time employees based on the part-time employee's FTE.

### **E. Retention Bonuses**

All regular hire employees on the books upon ratification of this agreement will receive a one-time \$1,000 retention bonus within 3 pay periods in recognition of years of service to the County.

All regular hire employees who are on the books on July 1, 2023, will receive a one-time \$1,000 bonus in the first paycheck in August 2023 in recognition of years of service to the County.

### **F. Signing Bonus for Newly Hired Employees**

When a position is deemed "hard to fill", as determined by Human Resources, after notification to The Battalion Chiefs, new employees hired after ratification of this

agreement shall be eligible for up to \$2,500-\$10,000 signing bonus. "Hard to fill" generally means an approved open recruitment has been unfilled for six (6) months, or the approved recruitment needed to re-open more than once because the County was unable to hire a candidate for the opening, or the County can show a difficulty retaining employees in the classification due to salary concerns, or other similar agencies are offering a signing bonus for the classification. The signing bonus shall be split and the new employee shall receive 50% of the signing bonus in the first paycheck and 50% of the bonus after successful completion of the probationary period. In any case, if the employee does not complete the first full year of employment, the employee shall reimburse the County for the signing bonus received.

#### **V. HOURS OF WORK**

- A. The standard duty day for 56-hour Fire Battalion Chiefs shall consist of one period of 24 consecutive hours beginning at 0800 hours.
- B. The Standard Duty day for 40-hour Fire Battalion Chiefs shall consist of one period of 8 consecutive hours beginning at 0800 hrs. Upon approval of the fire chief, the hours comprising the duty day may be modified to accommodate a "four-ten" schedule.
- C. County shall provide each employee with five (5) wallet size shift calendars, color coded for each shift, by December 1 for the following year.
- D. The Duty Week for 56-hour Fire Battalion Chiefs is established by the assigned shift schedule and may either be 48 or 72 hours. The Duty week for 40-hour Fire Battalion Chiefs shall be a 40 hour duty week.

#### **VI. OVERTIME**

- A. All Battalion Chiefs will have one overtime rate which will be one and a half times the hourly rate of the 56-hour Battalion Chiefs.
- B. The Fire Chief may authorize overtime for in-County shift work or emergency incidents beyond the Battalion Chiefs' regularly scheduled assignments. The Battalion Chiefs must work a minimum of four (4) hours to receive overtime compensation under this provision and all overtime work is subject to the approval by the Fire Chief. Meetings, trainings, and/or other regular work duties will not be compensated at the overtime rate.
- C. Employees shall be paid for all approved overtime worked not later than the second pay check following the time worked.
- D. For all classifications covered under this MOU, 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.

- E. Notwithstanding the above, Battalion Chiefs are exempt from the Fair Labor Standards Act (“FLSA”). Any overtime is contractual and not an obligation under the FLSA.

**VII. PERQUISITES**

**A. Vacation**

Each Fire Battalion Chief shall be entitled to earn vacation credit on the basis of months of continuous service in accordance with the following schedule. A year of service equals 2912 hours for 56-hour employees. A year of service equals 2080 hours for 40-hour employees.

<b>Months of Service</b>	<b>Hourly Accrual Rate</b>	<b>Max Annual Vacation Accrual (40-hour assignments)</b>	<b>Max Annual Vacation Accrual (56-hour assignments)</b>
0 through 24 months	.0385	80 duty hours	112 duty hours
Greater than 24 months through 48 months	.0467	97 duty hours	136 duty hours
Greater than 48 months through 108 months	.0577	120 duty hours	168 duty hours
Greater than 108 months through 228 months	.0770	160 duty hours	224 duty hours
Greater than 228 months of service	.0962	200 duty hours	280 duty hours

1. Accumulation: For represented employees in 56-hour Fire Battalion Chief classifications as of July 28, 2019, vacation time shall be accumulated as indicated above with a maximum accumulation of 504 hours. Thereafter, additional vacation time accrual shall be suspended.

For all other represented employees, vacation time shall be accumulated as indicated above with a maximum accumulation of 360 hours. Thereafter, additional vacation time accrual shall be suspended.

2. Illness on Vacation: If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave subject to sick leave requirements.
3. Vacation Payment at Termination: An employee who resigns, retires, is laid off or discharged and who has earned vacation time shall be paid for the vacation accrued as of the effective date of the termination, except that no payment shall be made to any employee who has been employed less than six (6) consecutive months.

## **B. Holidays**

### **1. Regular Holidays**

- a. Employees shall be entitled to the following holidays with pay: the first day of January; the third Monday in January; the twelfth day of February; the third Monday in February; a Day of Reflection (in lieu of Cesar Chavez and Juneteenth) celebrated May 10th; the last Monday in May; the fourth day of July; the first Monday in September; the ninth day of September; Veteran's Day; Thanksgiving Day; the Friday immediately following Thanksgiving Day; December 25th, and every day appointed by the President of the United States or the Governor of the State of California and approved by the Board of Supervisors for a public fast, thanksgiving or holiday.
- b. When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed. For an employee who does not work a Monday through Friday schedule, the day immediately following the employee's two days off shall be deemed to be a holiday in lieu of the day observed.

### **2. Floating Holiday**

- a. Each 56-hour Fire Battalion Chief on the payroll as of July 1 or newly appointed prior to December 31 shall be credited immediately with two (2) floating holidays (48 hours) for that fiscal year. Any 56-hour Fire Battalion Chief ( ) appointed between January 1 and June 30 shall be credited immediately with one-half of the floating holiday for the balance of that fiscal year. One (1) floating holiday (24 hours) shall be taken in the fiscal year accrued and shall not accrue from one year to the next. Each 56-hour Fire Battalion Chief ( ) shall receive payment for up to one (1) unused floating holiday (24 hours) in the last pay period of the fiscal year in which the floating holiday accrued.
- b. Each 40-hour Fire Battalion Chief ( ) on the payroll as of July 1 or newly appointed prior to December 31 shall be credited immediately with one (1) floating holiday (8 hours) for that fiscal year. Any 40-hour Fire Battalion Chief ( ) appointed between January 1 and June 30 shall be credited immediately with one-half of the floating holiday for the balance of that fiscal year. Floating holiday hours shall be taken in the fiscal year accrued and shall not accrue from one year to the next.
- c. Upon termination, unused floating holiday hours shall be paid at a straight time rate, so that the total of unused floating holiday hours to be paid off and floating holiday hours used by the employee shall not exceed one-half of a duty day if the termination occurs between



July 1 and December 31, or one (1) duty day if the termination occurs between January 1 and June 30.

3. Personal Leave

- a. 56-hour Fire Battalion Chiefs shall be entitled to five (5) duty days per year shall be deemed personal leave which may be taken at any time or times during the year after accrual with the approval of the Fire Chief.
- b. Each 56-hour Fire Battalion Chief ( ) on the payroll as of July 1 or newly appointed prior to December 31 shall be credited immediately with 120 personal leave hours from the fiscal year. Any 56-hour Fire Battalion Chiefs ( ) appointed between January 1 and June 30 shall be credited immediately with 60 personal leave hours for the balance of the fiscal year.
- c. Personal leave shall be taken in the fiscal year accrued and shall not accrue from one fiscal year to the next.
- d. Upon termination, unused personal leave shall be paid at a straight time rate so that the total of unused personal leave shall be paid off and personal leave used by the employee shall not exceed 60 hours if the termination occurs between July and December 31 or 120 hours if the termination occurs between January 1 and June 30.

4. Compensation for holidays for 56-hour Fire Battalion Chiefs ( ) Only:

- a. Holidays will be paid at the rate of one duty day's pay at a straight time rate in addition to the basic monthly pay for each day listed in Subsections 1a and b. above, payable in the pay period in which the holiday occurs.
- b. An employee is eligible for holiday compensation if the employee is in pay status for regularly scheduled shifts immediately preceding and immediately following the days designated in Subsections 1a and b above.
- c. Payment of holiday pay will no longer be made by separate check.

5. Compensation for 40-hour Fire Battalion Chief ( ) for holidays worked.

- a. For all 40 hour employees (Fire Battalion Chief), holidays worked shall be compensated at the defined Battalion Chief overtime rate for actual time worked on the holiday day.

**C. Insurance and Retirement Contributions**

The County provides a fringe benefit package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee's regular hire FTE. Hours worked as a contingent hire (i.e., Extra Hire) employee,

and/or hours worked in excess of a part-time regular hire FTE, and/or overtime hours do not count toward the accrual of benefits.

Employee Only	Employee + 1 Dependent	Employee + Family
\$540.33	\$677.66	\$908.74

Effective in December 2022, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by the same dollar amount as the Kaiser Silver plan increase, from zero percent (0%) to six percent (6%) (based on the premium increase to the Kaiser Silver plan) for benefited employees at the employee plus one (1) and employee plus family benefits levels.

In December 2022, in addition to the above, the County will add \$.65 per pay period to the employee only, employee+1 and employee+family fringe payments to cover dental enhancements.

December 2023 and December 2024, in the pay period in which there will be an increase in health insurance premiums, the County will increase the bi-weekly fringe benefit package by the same dollar amount as the Kaiser Silver plan increase (or the premium increase to the County’s lowest cost HMO at that time), from zero percent (0%) to five percent (5%) (based on the premium increase to the Kaiser Silver plan or the County’s lowest cost HMO at that time) for benefitted employees at the employee plus one (1) and employee plus family benefit levels.

Elimination of Cash Back: Effective July 28, 2019, there will be no cash back of any remaining unused amount of an employee’s bi-weekly fringe benefit package for the following:

- Employees hired on or after July 28, 2019;
- Employees who do not receive cash back as of July 28, 2019;
- Employees who change their benefits in such a way that reduces/eliminates cash back.

Hold Harmless: Effective at the end of the final full pay period of the 2019-2022 agreement, the County will eliminate Hold Harmless monies for all represented employees. Effective the first full pay period of July 2022, represented employees who had received Hold Harmless monies as of the last full pay period in fiscal year 2021-2022, greater than or equal to \$100.00 per pay period, will receive a lump sum amount equivalent to 52 pay periods of Hold Harmless monies, based on the amount the employee received as of the last full pay period in fiscal year 2021-2022.

1. Benefit Contribution and Retirement Contributions

- a. **Employees Hired On or After January 1, 2013:** Consistent with the intent of the California Public Employees’ Pension Reform Act (PEPRA), effective the first full pay period of July 2016, or in the

first full pay period following ratification and approval, whichever is later, the County will eliminate the \$179 per pay period paid to employees toward their health premium, health reimbursement account, health savings account, or deferred compensation plan.

- b. Tax Free Retirement Contribution: No Federal or State taxes will be withheld, by the County, from the employee's pay check on the amount the employee contributes to retirement.
- c. For all eligible employees, the County agrees to apply the fringe benefit contribution towards the premiums for health, dental, vision, basic life, supplemental life and disability insurance. Any county employee enrolling in County medical coverage is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package.
- d. Effective January 12, 1997 employees shall be required to share 50% cost of the retirement COLA, not to exceed 3.1% (the weighted average cost of the COLA for safety members).
- e. Effective January 2, 2005, 3% @ 50 retirement formula for current bargaining unit employees. The parties agree to utilize 7.06% as the actuarial value of the increased cost for the 3% @ 50 retirement enhancement. Parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 7.06% or 3.53%. The parties are implementing this section in accordance with Section 31678.2 of the CA Government Code. In accordance with this section, members shall pay the 3.53% as part of the contribution by the employer that would have been required if Section 31664.1 (3% @ 50 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e. going forward and backwards). This agreement shall only be applicable to members who retire on or after January 2, 2005.
- f. Any employee covered by this agreement may make written application to the Human Resources Director for waiver of required participation in one or more insurance programs, except dental insurance, vision insurance, and basic life insurance, if said employee provides acceptable proof of equivalent coverage in a group plan through other sources. An employee who waives participation under this section will receive up to \$100 cash back biweekly after mandatory and optional insurances are deducted.

Effective upon implementation of the new fringe formula, any employee whose fringe-benefit package amount under the new formula is less than their prior fringe-benefit package amount will have the prior fringe-benefit package amount frozen and if currently receiving cash back as of the effective date, will continue to receive cash back but in no case will an employee receive an increase in the amount of cash back received as of the effective

date of the fringe-benefits change. New employees will not be eligible for cash back except as noted in the agreed-upon waiver-of-participation language.

- g. County further agrees to continue payroll deduction services as in effect June 30, 1970, for insurance programs sponsored by B/Cs. Said service shall not be extended to any additional programs without the approval of the Director of Human Resources.
- h. Bargaining unit employees shall be eligible for participation in the Dependent Care Assistance Program, the Medical Reimbursement Account Program, and Long Term Care Program.
- i. Eligibility: Membership date on or after January 1, 2008, 5 years of credited County service and 5 years of continuity of coverage in the plan at the time of retirement:

Level of Benefit: Medical and dental premiums are subject to years of credited County service (exclusive of Golden Handshakes and Public Service Buybacks) with an allocation factor of \$150 per year to a maximum of 20 years of service (\$3000) annually. Dependent coverage is available—paid by the retiree.

#### **D. Sick Leave**

##### **1. General**

- a. Each 56-hour Battalion Chief sick leave accruals under the biweekly payroll system shall be accrued at the hourly rate of .0495.
- b. Each 40-hour Battalion Chief sick leave accruals under the biweekly payroll system shall be accrued at the hourly rate of .0462.
- c. Unused sick leave shall be accumulated without limit.
- d. Sick leave with pay up to a total number of duty hours accumulated shall be granted by the Fire Chief in case of bona fide illness or injury of employee. After four (4) consecutive duty days of illness, County may require a physician's certificate or other evidence, either as a condition of continuing an employee on sick leave status or as a requirement of returning to duty. B/Cs recognizes County's right to determine by reasonable means the validity of any sick leave usage by any employee at any time.

##### **2. Bereavement**

Leave with pay up to the number of duty hours worked in the week, but not to exceed 56 hours, shall be granted by the department head in case of the death of a mother, father, spouse, registered domestic partner, parents of a spouse of a registered domestic partner, grandparents, sister, brother,

son or daughter, son or daughter of a registered domestic partner of a regular employee. Bereavement leave in case of death of other persons may be granted upon approval of the County Administrator. Bereavement leave shall be charged against accumulated sick leave.

3. Catastrophic Leave

Bargaining unit employees shall be eligible for participation in the County Catastrophic Leave Donation Program.

4. Exceptions

Sick leave with pay shall not be granted for illness for which Workers Compensation benefits are available and engagement therein has not been authorized.

5. Retirement Service Credit

Seventy-five percent (75%) of unused accrued sick leave may be used for retirement service credit.

6. Industrial Accidents

In cases of work-related illness or injury, the 56-hour Battalion Chief shall receive full pay for a period not to exceed one year (2912 hours) in accordance with Section 4850, Labor Code, without charge against sick leave, provided the County determines that:

In cases of work-related illness or injury, the 40-hour Battalion Chief shall receive full pay for a period not to exceed one year (2080 hours) in accordance with Section 4850, Labor Code, without charge against sick leave, provided the County determines that:

- a. The accident is, in fact, work-related;
- b. Time off work is warranted;
- c. The duration of the time off work is warranted.

If the work-related disability continues beyond the one year (2080 hour or 2912 hours) period, accumulated sick leave shall be applied to time off work in a proportionate amount which, when added to Workers Compensation benefits, will provide total compensation equal to employee's regular wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner.

Compensation shall continue until the employee returns to work, all accruals are exhausted, or it is medically determined that there is a permanent disability which precludes return to regular duties, whichever occurs first.

In accordance with Labor Code section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-

designated physician, except that after 30 days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area.

However, if the employee has notified his or her employer in writing (Employee's Designation of Personal Physician) prior to the date of injury that he or she has a personal physician (as defined by the Business & Professional Code 2000) who retains the employee's medical records and medical history and has agreed in advance\* to be the predesignated physician, the employee shall have the right to be treated by that physician from the date of injury. The employer shall continue to have the duty to provide first aid treatment and appropriate emergency treatment reasonably required by the nature of the injury or illness (LC 9780.2).

\*The predesignated physician shall submit a signed form attesting to their agreement to be this individual's treating physician in the event of a Workers' Compensation injury or illness and that they will adhere to the rules and regulations governing treating physicians pursuant to LC 9785. This Form will be attached to the predesignation form on file with the employer.

In the event an employee receives a burn in the performance of duty, the employee will be transported directly, as soon as is reasonably possible, to the nearest regional burn center for treatment upon either the employee's request or the order of the senior officer present.

**E. Health & Safety**

County shall comply with all applicable Federal, State, and County safety regulations and shall furnish to employees, as needed, all safety equipment required therein or necessary for the safety of employees.

**F. Equipment Provided**

County shall provide all equipment it deems essential to complete assigned duties.

**G. Uniforms**

County shall, at the end of each calendar quarter, pay \$200.00 as a uniform and safety boot allowance to each B/C employed on the date of payment that is required to wear a uniform during regular duty hours. The uniform and safety boot allowance will no longer be paid in a separate pay warrant.

**H. Leaves of Absence**

1. All leaves of absence without pay shall be subject to the approval of the Fire Chief.
2. Employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted.

3. Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all of said employee's accrued vacation and compensatory time. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all of said employee's accrued sick leave, vacation, and compensatory time except that the 56-hour Battalion Chief may retain up to 56 hours accrued vacation time and 40-hour Battalion Chief may retain up to 40 hours accrued vacation time.
4. Personnel Management Regulations Section 44.18 Distress not Otherwise Covered, shall not apply to employees in these bargaining units.
5. Regular employees who are impaneled on a jury shall be deemed to be on special paid leave for the duration of their jury duty, and shall receive their regular salary. On days the court is in session and the employee is scheduled to work, he/she will not be required to return to duty to finish his/her shift. When an employee is on duty the day before a court session, a reasonable early relief will be provided. Any amount received as jury fees for such service shall be waived or returned to the County. Regular employees may retain any expense reimbursement. The employee will provide the department with as much advance notice as possible of the jury summons and the assigned juror number.
6. Employees shall be allowed special leave, with pay, during regular working hours, to take merit system promotional examinations scheduled by the County of Marin.
7. Employees shall be entitled to take a leave of absence under the Family Leave Policy established by the County of Marin subject to the restrictions included in that policy.
8. B/Cs will not be docked for absences of less than a normal work day in any regular pay period.

### **VIII. DRUG AND ALCOHOL SCREENING**

In addition to the drug and alcohol testing procedures described in the County's Personnel Management Regulations No. 20, all employees will be subject to random and post-accident drug and alcohol screening.

### **IX. GRIEVANCES**

All grievances shall be processed in accordance with Personnel Management Regulation (PMR) 24.

### **X. REDUCTION IN FORCE**

A Reduction in Force is governed by PMR's 48.2 and 36.1.

## **XI. STRIKE AND LOCKOUTS**

During the term of this agreement, County agrees that it will not lock out employees, and B/Cs agrees that it will not agree in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. B/Cs will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with County, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

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

## **XII. NOTICE OF TERMINATION**

No regular permanent employee shall be discharged for incompetency or inefficiency, without receiving fourteen (14) calendar days prior written notice of termination.

## **XIII. SEVERABILITY**

If any section or subsection of this agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or subsection would be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

## **XIV. WAIVER CLAUSE**

The parties acknowledge that, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter pertaining to or covered by this agreement, notwithstanding any other provisions of law to the contrary.

## **XV. TERMINATION DATE**

This agreement shall be in effect from October 16, 2022 through June 30, 2025. Negotiations on the changes or amendments desired shall begin as soon as possible following receipt of a request to bargain a successor agreement. Every effort shall be made to complete such negotiations prior to the end of the contract term.



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute the within agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

FIRE BATTALION CHIEFS' ASSOCIATION  
NEGOTIATING COMMITTEE

COUNTY OF MARIN  
NEGOTIATING COMMITTEE

[Original Signed]

[Original Signed]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RATIFIED:

APPROVED:

FIRE BATTALION CHIEFS'  
ASSOCIATION

BOARD OF SUPERVISORS  
THE COUNTY OF MARIN

[Original Signed]

[Original Signed]

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**SIDE LETTER OF AGREEMENT**

**MARIN COUNTY AND THE MARIN COUNTY  
FIRE BATTALION CHIEFS' ASSOCIATION**

**PMR Revisions**

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

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

**SIDE LETTER OF AGREEMENT**

**MARIN COUNTY AND THE MARIN COUNTY  
FIRE BATTALION CHIEFS' ASSOCIATION**

**Reopener on Affordable Care Act (ACA)**

The parties agree to a re-opener on the ACA during the term of the Collective Bargaining Agreements if any of the health plans now provided to employees or retirees will be subject to the excise tax. The purpose of the re-opener will be to address, among other things, implementing new plans or changes in plan design that would help the County and employees avoid the excise tax or penalty related to plan design. The intent is not to increase the County contribution to offset the excise tax for employees.

The parties also agree that if the level of benefits the ACA mandates be provided to temporary employees and part-time (less than half-time) employees or if the number of hours an employee must work to be eligible for benefits under the ACA changes, the union or the County may re-open the contract on this subject.

## SIDE LETTER OF AGREEMENT

### MARIN COUNTY AND THE MARIN COUNTY FIRE BATTALION CHIEFS' ASSOCIATION

#### **Delta Dental Enhancement**

Based on consensus among labor groups to participate in the Delta Dental plan enhancement, the County has agreed to cover the additional cost of the **Employee Only**-level premium increase, as well as **Employee + 1** and **Employee + Family** levels *for the benefit year 2023*. Specifically, the County is adding an additional \$.65 per pay period to all employee fringe benefit packages to cover the increased cost for 2023.

While the County negotiated with Delta a reduced impact on **Employee + 1** and **Employee + Family** billed rates so that employees would have no additional premium costs for 2023 (other than what the County is funding), the premium for Delta Dental PPO rates for subsequent plan years remains undetermined at this time.

Should we see an increase in the Delta Dental rates for benefit year 2024 and/or 2025, the County will again meet with labor groups to discuss plan options and obtain consensus on whether to maintain the dental benefit enhancement. Consensus amongst labor groups will be required for the County to maintain (opt into) the Delta Dental plan enhancement in subsequent years. Without consensus amongst labor groups to maintain (opt into) the plan enhancement, the default will be to revert back to no plan enhancement for the County's Delta Dental benefit.