

**COLLECTIVE BARGAINING
AGREEMENT**

January 25, 2011 – June 30, 2014

**COUNTY OF MARIN
AND
MARIN COUNTY FIRE OPERATIONS
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 Operations Battalion Chiefs (hereinafter called "B/Cs").

I. RECOGNITION

- A. County hereby recognizes B/Cs as the bargaining representative, for the purpose of establishing salaries, hours, fringe benefits, and working conditions, for all employees within the Marin County Fire Operations Battalion Chief's Unit as established by the Personnel Commission March 27, 1992.
- B. 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.
- C. Whenever a person is promoted to the position of Fire Operations 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.
- D. 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. B/Cs 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 B/Cs 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 B/Cs 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

Effective the first pay period of July 2013 the rate of pay for all classes and employees shall be increased by two percent (2%) to four percent (4%) based on the April 2012 to April 2013 SF-Oakland-San Jose CPI-U.

The biweekly salary of Fire Operations Battalion Chief shall continue through the life of this contract to provide the same differential above Senior Fire Captain that was in effect on July 13, 1997 (step 5 to step 5 equals 20.4%).

If any represented or unrepresented bargaining unit receives a cost of living adjustment prior to June 30, 2013, the Association will have the right to re-open this contract to discuss equivalent cost of living adjustments.

This re-opener shall not apply to equity adjustments, increases authorized by ordinance, or individual salary increases such as merit step increases, temporary promotions, or reclassifications.

V. HOURS OF WORK

- A. The standard duty day for Fire Operations Battalion Chiefs shall consist of one period of 24 consecutive hours beginning at 0800 hours.
- B. County shall provide each employee with five (5) wallet size shift calendars, color coded for each shift, by December 1 for the following year.

VI. OVERTIME

- A. Under unusual circumstances of major projects or excessive overtime over a sustained period of time (e.g. major incidents, investigations, excessive in-county coverage due to overhead being out of county), upon written request from the Fire Chief, the County Administrator, upon review and approval by the Director of Human Resources, may authorize on a case by case basis, overtime or compensatory time at the straight time rate, subject to confirmation from the Department of Labor as consistent with its guidelines regarding exempt employees.
- B. The County shall compensate each Fire Operations Battalion Chief that is requested for duty, for out of County time beyond the normal twenty-four (24) hour shift. They shall be compensated at the daily rate in which the State Office of Emergency Services (OES) or the California Department of Forestry and Fire Protection (CDF) reimburses the County for said position, (Strike Team Leader, Overhead Positions), or the normal time-half rate.
- C. For any reimbursable fire that exceeds the first operational period, the B/Cs will be compensated at the reimbursable rate not to exceed one and one-half times the hourly rate.
- D. Employees shall be paid for all overtime (out of county) worked not later than the second pay check following the time worked.

VII. PERQUISITES

A. Vacation

1. Each employee shall be entitled to earn vacation credit on the basis of hours of continuous service in accordance with the following schedule. A year of service equals 2912 hours.

1 – 5824 hours of service	112 duty hours	per year
5825-11648 hours of service	136 duty hours	per year
11649-26208 hours of service	168 duty hours	per year
26209-55328 hours of service	224 duty hours	per year
55329 hours of service & above	280 duty hours	per year

2. Accumulation: Vacation time shall be accumulated as indicated above with a maximum accumulation of 504 hours. Thereafter, additional vacation time accrual shall be suspended.

3. 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.

4. 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; 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 regular employee 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 regular employee 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.

b. Floating holidays hours shall be taken in the fiscal year accrued and shall not accrue from one fiscal 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. 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 regular employee 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 employee 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 to 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:

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 twice each year.

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 for holidays which occur between July 1 and November 30 shall be made no later than December 5. Payment for holidays which occur between December 1 and June 30, including up to one duty day of unused floating holiday hours, shall be made no later than June 30.

d. Payment of holiday pay shall be made by separate check.

C. Insurance and Retirement Contributions

Effective December 13, 2009, the biweekly fringe benefit package will increase to \$440 plus 3% of biweekly salary.

Effective the second pay period in December 2010, the biweekly fringe benefit package dollar amount will be increased by an amount equal to the October-October (2009-2010) San Francisco-Oakland-San Jose CPI-U.

Effective the second pay period in December 2011, the County will provide an increase in the biweekly fringe package dollar amount in an amount equivalent to the October 2010 to October 2011 SF-Oakland-San Jose-CPI-U.

Effective the second pay period in December 2012, the County will provide an increase in the biweekly fringe package dollar amount in an amount equivalent to the October 2011 to October 2012 SF-Oakland-San Jose-CPI-U.

Effective the second pay period in December 2013, the County will provide an increase in the biweekly fringe package dollar amount in an amount equivalent to the October 2012 to October 2013 SF-Oakland-San Jose-CPI-U.

In the Spring of 2011, the parties shall re-open this article to discuss the County's 125 plan. It is not the County's intent to reduce the bi-weekly fringe contribution for employees participating in the County's medical plans.

1. Benefit Contribution

a. 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.

b. 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 remaining amount will go towards up to 50% of the employee's normal retirement contribution, pursuant to Section 31639.85 of the California Government Code.

c. 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).

d. 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.

e. 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 shall use the fringe-benefit package to pay up to 50% of the employee's cost of retirement and will receive up to an additional \$100 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.

f. 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.

g. Bargaining unit employees shall be eligible for participation in the Dependent Care Assistance Program, the Medical Reimbursement Account Program, and Long Term Care Program.

h. The parties agree to participate in discussions on the subject of restructuring the health and welfare benefits with the goal of implementing cost savings options no later than January 1, 2010. The parties further agree that changes, if any, shall be implemented by mutual agreement only.

D. Sick Leave

1. General

a. Each regular full time employee's sick leave accruals under the biweekly payroll system shall be accrued at the hourly rate of .0495.

b. Unused sick leave shall be accumulated without limit.

c. 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 employee 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:

- 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 (2912 hour) 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. On or after January 1, 2005, upon completion of the employer created "Medical Provider Network", this provision will be altered to reflect the provisions of the new law.

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.

The parties agree to meet and confer on a non-tobacco use policy.

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 on a separate pay warrant as a uniform and safety boot allowance to each B/C employed on the date of payment who is required to wear a uniform during regular duty hours.

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 employee may retain up to 56 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. GRIEVANCES

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

IX. REDUCTION IN FORCE

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

X. 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.

XI. 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.

XII. 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.

XIII. 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.

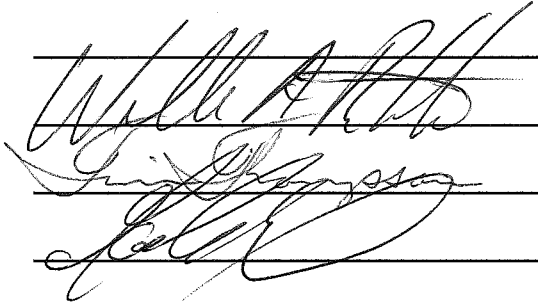
XIV. TERMINATION DATE

This agreement shall be in effect from January 25, 2011 through June 30, 2014. It shall continue in effect thereafter from year to year unless either party gives 120 days notice prior to June 30, 2014, or any yearly anniversary date thereafter to terminate or modify this agreement. Notwithstanding any of the above, continuation of this agreement after June 30, 2014 may be voided by operation of PMR 4.

Negotiations on the changes or amendments desired shall begin as soon as possible following receipt of this notice. 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 20 day of April, 2000.

FIRE OPERATIONS BATTALION CHIEFS
NEGOTIATING COMMITTEE



RATIFIED:

COUNTY OF MARIN
NEGOTIATING COMMITTEE




RATIFIED:

FIRE OPERATIONS
BATTALION CHIEFS

By: 

ATTEST:

BOARD OF SUPERVISORS OF
THE COUNTY OF MARIN

By: 
Susan L. Adams
President, Board of Supervisors

ATTEST:



Side Letter Agreement to the CBA

Benefit Plan #4

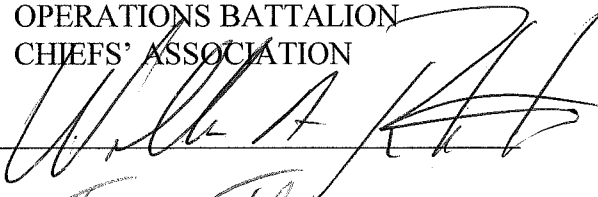
Eligibility: Membership date on or after January 1, 2008, 5 years of credited County service and 5 years of continuity of coverage in the plan at the time of retirement:


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.

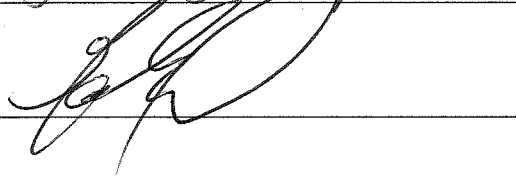
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute the within agreement on this 8th day of February, 2008.

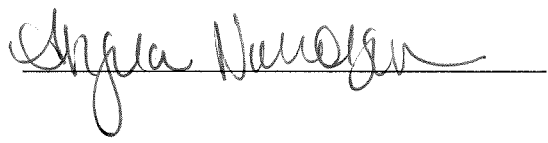
MARIN COUNTY FIRE
OPERATIONS BATTALION
CHIEFS' ASSOCIATION

COUNTY OF MARIN
NEGOTIATION COMMITTEE








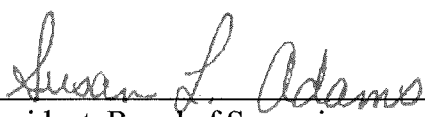


RATIFIED:

MARIN COUNTY FIRE
OPERATIONS BATTALION
CHIEFS' ASSOCIATION

BOARD OF SUPERVISORS OF
THE COUNTY OF MARIN

By: 

By: 

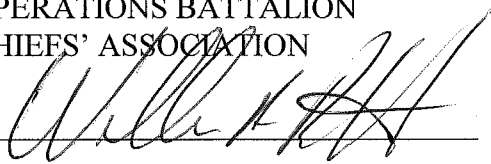


President, Board of Supervisors

SIDE LETTER AGREEMENT TO THE CBA- PMR REVISIONS

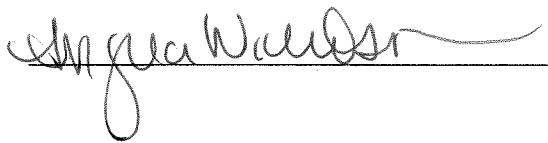
The County is updating its Personnel Management Regulations. The County agrees to meet and confer on any mandatory subjects of bargaining. While we will provide the Association with all of the proposed changes for the purposes of seeking input on the clarity of the document, the County does not consent 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. This process shall begin in the Spring of 2011. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

MARIN COUNTY FIRE
OPERATIONS BATTALION
CHIEFS' ASSOCIATION

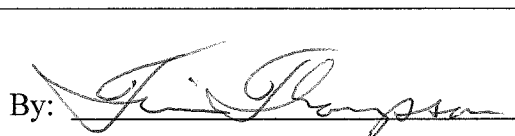




COUNTY OF MARIN
NEGOTIATION COMMITTEE

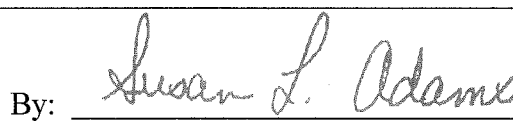


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MARIN COUNTY FIRE
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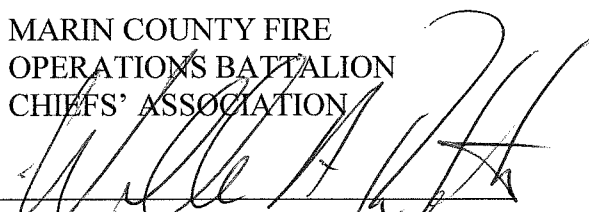
BOARD OF SUPERVISORS OF
THE COUNTY OF MARIN

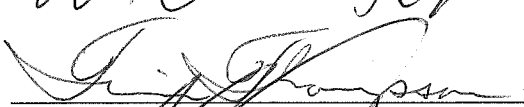
By: 
President, Board of Supervisors


SIDE LETTER AGREEMENT TO THE CBA-RETIREMENT

The County of Marin may seek to re-open discussions with the Association regarding the appropriate retirement tier for new employees once during the term of this agreement.

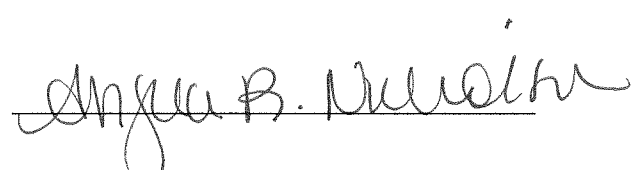
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COUNTY OF MARIN
NEGOTIATION COMMITTEE

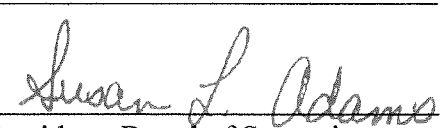


RATIFIED:

MARIN COUNTY FIRE
OPERATIONS BATTALION
CHIEFS' ASSOCIATION

By: 

BOARD OF SUPERVISORS OF
THE COUNTY OF MARIN

By: 
President, Board of Supervisors