

**RESOLUTION # 2017/2018-8**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTHERN MARIN  
FIRE PROTECTION DISTRICT RATIFYING THE EMPLOYMENT AGREEMENT  
BETWEEN THE SOUTHERN MARIN FIRE PROTECTION DISTRICT  
AND THE NON-SWORN ADMINISTRATIVE STAFF**

**WHEREAS**, the Non-Sworn Administrative Staff (“NSAS”) is the formally recognized employee organization of the Non-Sworn Administration Staff representation unit; and

**WHEREAS**, the Association members provide valuable administrative services to the Southern Marin Fire Protection District; and

**WHEREAS**, the District, via its representative, has negotiated with the Association regarding adjustments to the salary and benefits of Association members; and

**WHEREAS**, the Board of Directors finds that salary and benefits for the Association members, as described in the Memorandum of Understanding attached hereto as **Exhibit A**, are necessary to maintain a competitive salary and benefit plan and effectively retain District employees;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** as follows:

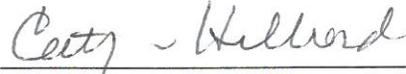
1. The President of the Board of the Directors is authorized to execute the Memorandum of Understanding attached hereto as **Exhibit A** and bind the District to the terms thereof.

PASSED AND ADOPTED by the Board of Directors of the Southern Marin Fire Protection District, County of Marin, State of California, this 27th day of September, 2017, by the following vote:

**AYES: Directors Chun, Hilliard, Perazzo, St. John, Waldeck, Willis**

**NOES: None**

**ABSENT: Fleming**

  
\_\_\_\_\_  
President, Board of Directors

Attest:

  
\_\_\_\_\_  
Clerk to the Board



## Southern Marin Fire Protection District

308 Reed Boulevard  
Mill Valley, California 94941

Phone: 415 388-8182 Fax: 415 388-8181

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Date

I, Christian Tubbs, Fire Chief of the Southern Marin Fire Protection District, understand the current and future costs of the Memorandum of Agreement between the Southern Marin Fire Protection District and the Non-Sworn Administrative Staff approved by the Board of Directors on SEPTEMBER 27, 2017

A handwritten signature in black ink, appearing to read "Christian Tubbs", with a stylized flourish at the end.

Christian Tubbs, Fire Chief  
Southern Marin Fire Protection District



## Southern Marin Fire Protection District

308 Reed Boulevard  
 Mill Valley, California 94941

Phone: 415 388-8182 Fax: 415 388-8181

### SOUTHERN MARIN FIRE DISTRICT NON-SWORN EMPLOYEE AGREEMENT FISCAL IMPACTS FOR PERIOD BETWEEN JULY 2016 – JUNE 2018

	16/17		17/18		Notes
	Wage	Cost	Wage	Cost	
<b>HR</b>	5%	8,106	5%	6,640	
<b>ASM</b>	2.5%	3,181	0%	0	
<b>Finance</b>	5%	9,195	5%	8,666	
		20,482		15,306	
			<b>Cumulative Cost above 15/16 Wages:</b>	<b>56,270</b>	



## SALARIES & BENEFITS

Between

Southern Marin Fire Protection

District And

Non-Sworn Administrative Staff (NSAS)

Wages and Compensation, Benefits, Working Conditions

July 1, 2017

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## MANAGEMENT RESOLUTION

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

### DEFINITIONS

**Comparables:** Refers to a collection of similar sized agencies of similar services. Used as a mechanism to compare the SMFD with other similar agencies.

**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 Administrative Staff consists of the following positions:

- Administrative Services Aide
- Finance Manager
- Human Resource Manager

### ARTICLE II - TERM

This compensation document shall be in effect beginning July 1, 2016, and until modified by the Board of Directors.

## ARTICLE III – SALARY SCHEDULE

The following salary schedule applies to all classifications covered by this document, effective July 1, 2016.

		<b>Effective July 1, 2016</b>	<b>Effective July 1, 2017</b>
<b>Full-Time Position</b>	<b>Type</b>	<b>Monthly Base Salary</b>	<b>Monthly Base Salary</b>
Administrative Services Aide Step 1	Non-Sworn	\$4,098.00	\$4,200.00
Administrative Services Aide Step 2		\$4,507.00	\$4,620.00
Administrative Services Aide Step 3		\$4,958.00	\$5,082.00
<b>Full-Time Position</b>		<b>Monthly Base Salary</b>	<b>Monthly Base Salary</b>
Finance Manager, Step 1	Non-Sworn	\$8,400.00	\$8,820.00
Finance Manager, Step 2		\$8,820.00	\$9,261.00
Finance Manager, Step 3		\$9,261.00	\$9,724.00
<b>Full-Time Position</b>		<b>Monthly Base Salary</b>	<b>Monthly Base Salary</b>
HR Manager, Step 1	Non-Sworn		\$8,820.00
HR Manager, Step 2			\$9,261.00
HR Manager, Step 3			\$9,724.00

## ARTICLE IV – SALARY STEP REQUIREMENTS

### A. Administrative Services Aide

Administrative Services Aide	Requirements
Administrative Services Aide – 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 Aide – 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 Aide – Step 3	The third step is the rate at which a fully qualified, experienced and ordinarily conscientious employee 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.

- A. Performance. The employee may receive a mid-year check-in with their immediate supervisor regarding performance. Poor performance may affect any wage increase. The purpose of the mid-year check in is to ensure that there are no performance issues that would impact the prescribed pay increase. If the employee does not receive a mid-year check-in, the employee may request one. The absence of any mid-year check-in shall not be deemed an indication of satisfactory performance by the employee.
  
- B. Comparable Equity. The District seeks to remain a competitive employer. The District will review similar position comparables every year. The Board will have the authority to make wage modifications based on any discrepancy for comparable positions.

**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.

- A. Performance. The employee may receive a mid-year check-in with their immediate supervisor regarding performance. Poor performance may affect any wage increase. The purpose of the mid-year check in is to ensure that there are no performance issues that would impact the prescribed pay increase. If the employee does not receive a mid-year check-in, the employee may request one. The absence of any mid-year check-in shall not be deemed an indication of satisfactory performance by the employee.
- B. Comparable Equity. The District seeks to remain a competitive employer. The District will review similar position comparables every year. The Board will have the authority to make wage modifications based on any discrepancy for comparable positions.

**ARTICLE IV – SALARY STEP REQUIREMENTS, CON’T**

**C. Human Resource Manager**

<b>Position</b>	<b>Requirements</b>
Human Resource 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.
Human Resource 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.
Human Resource 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.

- A. Performance. The employee may receive a mid-year check-in with their immediate supervisor regarding performance. Poor performance may affect any wage increase. The purpose of the mid-year check in is to ensure that there are no performance issues that would impact the prescribed pay increase. If the employee does not receive a mid-year check-in, the employee may request one. The absence of any mid-year check-in shall not be deemed an indication of satisfactory performance by the employee.
  
- B. Comparable Equity. The District seeks to remain a competitive employer. The District will review similar position comparables every year. The Board will have the authority to make wage modifications based on any discrepancy for comparable positions.

## 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: (a) withdraws himself/herself from the health coverage provided by the District; (b) signs a waiver which ensures a complete understanding of the employee's choice; and (c) provides the District with written proof of that employee's enrollment in or coverage under a health insurance plan that meets or exceeds the 'minimum essential' and 'affordable' guidelines set forth in the Patient Protection and Affordable Care Act of 2010, as amended

### 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:

Instead of providing retiree medical insurance as described above for miscellaneous employees hired before 2013, the District shall establish Retiree Health Savings (“RHS”) Accounts pursuant to Federal tax law through ICMA for each employee hired on or after January 1, 2013. Each pay period, the District shall make an employer contribution equal to 2% of each employee’s base hourly wages into the employee’s RHS Account. This employer contribution shall be effective retroactive back to each employee’s date of hire.

Effective the first full pay period after ICMA establishes RHS Accounts for existing employees hired on or after January 1, 2013, the District shall make a one-time, lump sum payment equal to 1% of the employee’s base hourly wages from the employee’s date of hire to December 31, 2015.

4. 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.

5. Vision Insurance

- a. The District shall pay 100% of the premium for vision coverage for employees represented by this Resolution, and their dependents.

6. 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.

7. Long Term Disability
  - a. The District will provide a California Association of Professional Firefighters long-term disability plan for each employee.
  
8. Long-term Care
  - a. The District will provide a California Association of Professional Firefighters long-term care plan for each employee.
  
9. 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.
  
10. 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 8 counseling sessions per incident, per year for all employees and their dependents along with on-line services.
  
11. Deferred Compensation
  - a. 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 Aide and the Human Resource 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. Worker'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; p r o v i d e d 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.
  - 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, administrative employees 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. 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.
- b. 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.
- c. 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 Aide, Human Resource Manager

One to 5 years of service	110 hours
6 - 15 years of service	160 hours
16 - 20 years of service	208 hours
21 years and service and up	248 hours

## Finance Manager

One to 5 years of service	88 hours
6 - 15 years of service	127 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 at the time of termination.
- b. No vacation time is due to any employee who is terminated prior to being certified as a permanent employee.

## 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. 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.

## **ARTICLE IX- DISCIPLINE**

This Resolution is not intended to be, and is not, a contract for employment between the District and the employees listed herein. Employees covered by this resolution are employees “at will,” do not have a property right in their employment, and are exempt from any civil service rules governing termination or providing such rights or protections. The District may dismiss, suspend, or demote an employee for any reason or for no reason at all, subject only to those written District personnel rules, policies and procedures in effect at the time of adoption of this Resolution, or as are specifically adopted in conjunction with this Resolution.

## **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, or as are specifically adopted in conjunction with this Resolution, shall remain in full force and effect unless and until changed in accordance with State law.

## **ARTICLE XI- PROBATION**

All newly hired employees covered by this Resolution shall be required to serve an eighteen-(18) month probationary period.