



Southern Marin Fire Protection District

Board of Directors

Stephen Willis, President

Thomas Perazzo, Vice President

Dan St. John – Cathryn Hilliard – Peter Van Meter – Kurt Chun – Martin Langeveld

Date August 1, 2015

Topic Salaries and Benefits of Non-Sworn Administrative Staff and Fire Inspector

Recommendation

Board Approve Staff's Recommendation to:

1. Authorize Fire Chief to increase Finance Manager's hours from Twenty (20) per week to thirty-two (32) per week.
2. Authorize Fire Chief to increase Part-time Fire Inspector position to fulltime status.
3. Adopt Management Resolution detailing wages, benefits and working conditions of Non-Sworn Administrative Staff and Fire Inspector.

Summary

To merge the existing District document detailing wages, benefits and working conditions of the Administrative Services Manager into a new District document detailing wages, benefits and working conditions, but to now also include the Finance Manager, Project Manager and Fire Inspector positions. This will result in all employees have a clearly defined District document detailing these items.

In addition, there is a need as detailed in the attachment to this report, to increase our Finance Manager's hours from twenty (20) per week to thirty-two (32) per week. This will result in fulltime status for this position. There is also a business need to increase our part-time fire inspector to fulltime status (forty (40) hours per week).

Both the resolution and the document detailing wages, benefits and working conditions have been reviewed and approved by legal counsel.

Financial Impacts

Increasing the hours will require a gross increase in the salary and benefit lines of \$139,445. It is anticipated that the increase in the fire inspector's hours will increase revenue by at least \$60,000 resulting in a net increase to the salary and benefit lines of \$79,445.

- Fire Inspector:

- It is anticipated that the adjustment from part time status to fulltime status will require an additional \$80,681
- It is anticipated that moving the Fire Inspector to fulltime status will generate in excess of \$60K in new revenue.
- Anticipated actual cost increase approximately **\$20,681**
- Finance Manager:
 - It is anticipated that the increase in hours will result in a needed budget adjustment of **\$58,764** for funding this position.

Options

1. Do not approve staff's recommendation.
2. Modify Staff's recommendation.

Background

Currently the Administrative Services Manager is the only Non-Sworn position in the organization whose salary and benefits are articulated in a comprehensive written District document – *A Resolution of the Board of Directors of the Southern Marin Fire District Determining Salaries And Benefits of the Administrative Services Manager*. The Finance Manager, the newly adopted Project Manager position, as well as the part time fire inspector position have no District document detailing all aspects of wages, benefits and working conditions. These employees are all at will employees but it is still necessary to have an adopted District document that details these employment elements.

The resolution proposes merging the existing resolution for the Administrative Services Manager into a new document that includes other positions not currently covered in any written agreement.

In the 2015-2016 budget, the Board approved at the June Board Meeting, the appointment of a fulltime Project Manager to our staff. While the salary and benefit costs were included in the budget, there exists no comprehensive written District document that articulates all elements of the salary and benefits of this position.

The Finance Manager's position also does not have a District document detailing salary and benefits for this position, although the financial impacts are in the adopted budget. The amended budget proposes increasing the Finance Manager's hours from 20 per week to 32 per week. This results in the position becoming fulltime and therefore eligible for benefits. The Finance Manager's responsibilities and requirements exceed the 20 hours per week and due to the importance of District Finances and Accountability, the Fire Chief is recommending an increase in the

Finance Manager's hours. The Personnel Committee has reviewed this proposal and the business needs and as a result, has endorsed the Fire Chief's recommendation.

The current part-time fire inspector also does not have any written agreement detailing wages and benefits. As a part time employee the position currently receives no benefits. In consultation with the Deputy Fire Marshal and a recent analysis of the District's current business needs, the Fire Chief is recommending modifying this position from part time to full time status. It should also be noted that the increase in hours for the fire inspector will also increase revenues related to the work of this position; it is estimated that the increase will be in excess of \$60K annually. The Personnel Committee has reviewed this proposal and the business needs and as a result, has endorsed the Fire Chief's recommendation.

Approved By

A handwritten signature in black ink, appearing to read "Chris Tubbs". The signature is stylized and cursive.

Chris Tubbs, Interim Fire Chief

- Attachments:
1. Organizational Proposal 2015-4
 2. Report from Deputy Fire Marshal Hilliard
 3. Fire Prevention Analysis from rocket Consulting
 4. Financial Impact Detail Sheets
 5. Resolution 13-14-11
 6. Attachment A – Management Resolution Detailing Salaries and Benefits of Non-Sworn Administrative Staff and Fire Inspector



Southern Marin Fire District

Organizational Proposal – 2015-4

A Resolution of the Board of Directors of the Southern Marin Fire District Determining Salary and Benefits of the Non-Sworn Administrative Staff and Fire Inspector

Proposal Summary

Describe:

The resolution, ***A Resolution of the Board of Directors of the Southern Marin Fire District Determining Salary and Benefits of the Non-Sworn Administrative Staff and Fire Inspector***, is presented to the Board for approval and is for the purpose of accomplishing several important objectives.

1. To generate a written District document detailing employee salary and benefits for employees not currently covered in any written employee salary and benefit document.
2. To generate a new resolution that articulates all Non-Sworn positions' and the fire inspector's salary and benefits in a single document.
3. To be fully transparent.
4. To accurately budget for the hours the Finance Manager actually works conducting and meeting the business needs of the District.
5. To comply with regulatory requirements and standards for the inspection of commercial occupancies and permitted spaces.
6. To work towards improving our existing ISO rating.

Currently the Administrative Services Manager is the only Non-Sworn position in the organization whose salary and benefits are articulated in a comprehensive written District document – ***A Resolution of the Board of Directors of the Southern Marin Fire District Determining Salaries And Benefits of the Administrative Services Manager***. It should be noted that no changes to salary or benefits are proposed in the attached Resolution for this position. The attached resolution only proposes merging the existing resolution for the Administrative Services Manager into a new document that includes other positions not currently covered in any written agreement.

In the 2015-2016 budget, the Board approved at the June Board Meeting, the appointment of a fulltime Project Manager to our staff. While the salary and benefit costs were included in the budget, there exists no comprehensive written District document that articulates all elements of the salary and benefits of this position.

The Finance Manager's position also does not have a District document detailing salary and benefits for this position, although the financial impacts are in the adopted budget. The amended budget proposes increasing the Finance Manager's hours from 20 per week to 32 per week. This results in the position becoming fulltime and

therefore eligible for benefits. The Finance Manager's responsibilities and requirements exceed the 20 hours per week and due to the importance of District Finances and Accountability, the Fire Chief is recommending an increase in the Finance Manager's hours. The Personnel Committee has reviewed this proposal and the business needs and as a result, has endorsed the Fire Chief's recommendation.

The current part-time fire inspector also does not have any written agreement detailing wages and benefits. As a part time employee the position currently receives no benefits. In consultation with the Deputy Fire Marshal and a recent analysis of the District's current business needs, the Fire Chief is recommending modifying this position from part time to full time status. It should also be noted that the increase in hours for the fire inspector will also increase revenues related to the work of this position; it is estimated that the increase will be in excess of \$60K annually. The Personnel Committee has reviewed this proposal and the business needs and as a result, has endorsed the Fire Chief's recommendation.

The attached resolution also includes two amendments to the 2015-2016 budget relative to two existing positions within the District: 1) moving the Finance Manager from a 20 hour work week to a 32 hour work week (fulltime) and, 2) moving the Fire Inspector positions from 20 hour work week to 40 hour work week (fulltime).

The attached resolution, ***A Resolution of the Board of Directors of the Southern Marin Fire District Determining Salary and Benefits of the Non-Sworn Administrative Staff and Fire Inspector***, is intended to comprehensively capture and codify the salary and benefit details of all our employees who are not under an existing Memorandum of Agreement or other written employee contract. The attached employee agreement has been reviewed by our labor attorney (LCW) and has received their approval as written.

If the Board approves the attached Resolution and agreement – ***A Resolution of the Board of Directors of the Southern Marin Fire District Determining Salary and Benefits of the Non-Sworn Administrative Staff and Fire Inspector***, there will be a need to also adopt the Resolution: ***Resolution of the Board of Directors of the Southern Marin Fire District adopting the Amended Final Budget for Fiscal year 2015-2016***, to adopt the amended 2015-2016 Budget.

Goals & Objectives

List:

- To generate a written District document detailing employee salary and benefits for employees not currently covered in any written employee salary and benefit document.
- To generate a new resolution that articulates all Non-Sworn positions' and the fire inspector's salary and benefits in a single document.
- To be fully transparent.
- Too accurately budget for the hours the Finance Manager actually works conducting and meeting the business needs of the District.
- To comply with regulatory requirements and standards for the inspection of commercial occupancies and permitted spaces.
- To work towards improving our existing ISO rating.

Link to Vision

List:

- ***I envision a culture that reflects the greatest ideals of our profession: The Desire to Serve, The Ability to Perform, and The Courage to Act, and that this culture pursues actions and attitudes that reinforce the public trust we enjoy.***

- I envision a future where community risk reduction is highly valued and recognized as our first line of defense.
- I envision a future where we develop a culture that fosters an environment of mentoring, and values and invests in succession planning.
- I envision a greatly improved set of internal processes of planning and benchmarking of performance that educate and inform non professionals and community leaders and demonstrate how the Fire District contributes greatly to the Quality of Life enjoyed by the Southern Marin Communities.

Financial Impact

Describe any financial impact:

- Fire Inspector:
 - It is anticipated that the adjustment from part time status to fulltime status will require an additional \$80,681
 - It is anticipated that moving the Fire Inspector to fulltime status will generate in excess of \$60K in new revenue.
 - Anticipated actual cost increase approximately **\$20,681**
- Finance Manager:
 - It is anticipated that the increase in hours will result in a needed budget adjustment of **\$58,764** for funding this position.

Budget Impact Analysis Summary

2015/2016 Proposed Budget Amendments			
	Current Budget	Proposed Budget	DELTA
Fire Inspector	\$52,563	\$133,244	\$80,681
Finance Manager	\$87,627	\$146,391	\$58,764
	TOTAL		\$139,445
Adopted Budget	\$13,343,772	\$13,483,217	\$139,445
Revenues	\$13,922,092	\$14,202,092	\$280,000
Excess	\$578,320	\$718,875	\$140,555

Other

Other Related Information:

- Attached Report from Deputy Fire Marshal Fred Hilliard
- Attached Analysis from Rocket Fire Consulting
- Attached Financial Impact Detail Sheets
- Attached Resolution: ***A Resolution of the Board of Directors of the Southern Marin Fire District Determining Salaries And Benefits of the Administrative Services Manager.***

SOUTHERN MARIN FIRE DISTRICT

MEMORANDUM



To: Chief Tubbs

DFM Hilliard

Monday, August 10, 2015

Re: **FULL-TIME FIRE INSPECTOR REQUEST**

Chief,

As you know, the Southern Marin Fire District proudly delivers exceptional public services to the unincorporated areas of Mill Valley and to the City of Sausalito. One of the most visible components of our services are the emergency responses to immediate community needs such as medical emergencies, fires, and other incidents requiring immediate intervention in order to interrupt and mitigate the event.

An important and critical element, but often unseen, element of our services is in the arena of prevention. Simply stated, preventing emergencies and disasters from occurring is the most economical way to mitigate those events. These services are delivered by our Fire Prevention Staff. Much of the work that is done and the services that are provided, are prescribed by regulation and adoption of recognized Standards such as those published by the National Fire Protection Association (NFPA).

Fire Prevention has multiple components and strategies in preventing emergencies and disasters from occurring but they fall into two broad categories: 1) Education and Awareness, and 2) Legislative and Regulatory. These are listed in the end of this report.

At your direction, the Fire Prevention staff have been conducting a business analysis to determine what aspect of our services are effective, and what areas can we improve. This also includes looking at the ways in which these services are delivered and identifying ways in which things may be done in a more economical and/or efficient manner.

In addition to an internal assessment, we also employed the services of a third party consultant with extensive experience in this field.

As a result of these analyses, as well as the experiential knowledge of the challenges faced by our staff daily, the Fire Prevention Staff has determined that our current resource allocation

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does not match the service delivery model we have adopted and in many cases are required to provide by State law. ***The Deputy Fire Marshal is recommending to the Fire Chief, a request to increase the current part time fire inspector to fulltime status.***

To summarize the basis for this request, we are required by regulation and mission to provide certain services relative to the prevention of fire and life safety hazards within our community. We attempt to do this in the most effective and cost efficient manner we can. As detailed below, we are experiencing an inability to continue to deliver those required services, given the current staffing allocation. We have employed as many cost effective tools as we can (such as outsourcing), and have reviewed those services that we are required to provide, and those that are optional. As a result it is clear that we have only one real choice: increase staffing resources. We do not have the option of discontinuing many of these services without significant risk to the District, our employees and the citizens we serve.

The Southern Marin Fire Protection District, Fire Prevention is currently seeing a significant increase in Prevention Service demands over the past several years. This can be most attributed to increased requests from public and private industries, property owners, general public, for our services as well as continuing education requirements necessary to maintain competency in our current positions.

As the Country recovers from the Recession of 2008, we are noting increases in building activity that rival the pre-2008 period. The current staffing model does not provide adequate resources to meet this demand.

What was the average time required to process these tasks have doubled and tripled in some cases. Current staffing in the bureau (one Deputy Fire Marshal and one Part-Time Fire Inspector totaling 60 hours per week total) have been completing these tasks with delays, and in some cases, have been outsourced to contract agencies to comply with our timeline for fair and prompt time response.

As noted earlier, part of the services mandated by regulation and delivered by fire prevention and operations staff, include the fire and life safety inspections. This is a critical strategy that provides the opportunity to prevent emergencies from occurring by both the educational opportunity, as well as regulatory and enforcement mechanisms. There are many commercial inspections that we are mandated to completed on an annual basis, which we are unable to complete due to lack of adequate staffing.

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After a somewhat lengthy analysis of our operation, we have determined that at a *minimum* we would require a staffing model of one Deputy Fire Marshal and one Full-Time Fire Inspector with access to administrative services as required by work load and projects. With this staffing model we would be able to complete most tasks on time however; we would still most likely have to utilize some outside resources for plan review of larger projects and inspections in order to comply with the state and local requirements for a 10 day turnaround on plan reviews.

Rocket Consulting recently completed an analysis of our fire prevention operations. While the District was commended in several areas, the report notes several areas for additional analysis and some areas of improvement. In summary they include:

- Early adoption of NFPA 1730 as Best Practices
- Consider outsourcing plan review allowing staff to focus on other areas in fire prevention not currently addressed due to lack of resources.
- Continue annual fire and life safety inspections / input all data into new RMS.
- Conduct audit of commercial occupancies ensuring that State Mandated inspections are completed as required.
- Continue biennial fire and life safety maintenance inspections. Correlate these inspections to occupancy based operational permits.
- Review and update District ordinances.
- Conduct study to determine the legislative priorities of the Board relevant to regulated operations / update and reflect in District adopted ordinances.
- Undergo a complete master fee schedule update related to the services and fees provided by Fire Prevention.

In addition to the services provided by Fire Prevention, providing the Board and Community with detailed reports on the services, costs, risks, and effectiveness of specific strategies are an important and critical element of public service. These elements take time and resources, much of which does not exist today. It is our hope to begin to achieve many of these objectives as part of our drive to make the Vision of this organization a reality.

SUMMARY DETAIL OF FIRE PREVENTION RESPONSIBILITIES AND ACTIVITIES

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Below is a summary of what we are currently tasked with in Fire Prevention. It would be safe to say that we are currently processing at least 2/3rd of these items at any given time however; we are responsible for the deployment of all areas listed.

In addition, in the next year or two we will be moving to a new standard set forth by the National Fire Protection Association, Standard 1730 (Standard on Organization and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations to the Public), this standard will be the minimum requirements that all Fire Prevention Bureau's will be following throughout the state.

CONSTRUCTION PLAN REVIEW AND INSPECTIONS

PLANNING PLAN REVIEW

- Planning review submittal processing
- Planning review comments
- Planning review site inspections
- Planning review follow-up correspondence (email – phone calls)
- Planning review meetings

BUILDING PLAN REVIEW

- Building plan review submittal processing
- Building plan review comments
- Building plan review follow-up correspondence (email – phone calls)
- Building plan review meetings
- Building plan review site inspections
- Building plan review re-inspections

DIFFERED SUBMITTAL PLAN REVIEW

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FIRE SPRINKLER SYSTEMS

- Fire sprinkler plan review submittal processing
- Fire sprinkler plan review comments
- Fire sprinkler plan review follow-up correspondence (email – phone calls)
- Fire sprinkler rough-in hydro inspection
- Fire sprinkler re-inspections
- Fire sprinkler final inspection

UNDERGROUND SYSTEMS

- Underground systems plan review submittal processing
- Underground systems review comments
- Underground systems plan review follow-up (email – phone calls)
- Underground systems hydro inspection
- Underground systems re-inspections
- Underground systems final inspection

FIRE ALARM DETECTION AND NOTIFICATION SYSTEMS

- Fire alarm plan review submittal processing
- Fire alarm plan review comments
- Fire alarm plan review follow-up correspondence (email – phone calls)
- Fire alarm rough-in hydro inspection
- Fire alarm re-inspections
- Fire alarm final inspection

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VEGETATION MANAGEMENT PLAN (VMP) REVIEW AND INSPECTIONS

- VMP - plan submittal & processing
- VMP review and comments
- VMP pre-plan review site inspection
- VMP correspondence
- VMP planning meetings
- VMP field acceptance inspections
- VMP field acceptance re-inspections

FIRE AND LIFE SAFETY INSPECTIONS

STATE MANDATED ANNUAL FIRE AND LIFE SAFETY ACCTIVITIES

- Educational (E) H&S sec. §13146.3) inspections
- Residential (R-1) H&S sec. §13146.2 and §17921(b)) inspections
- Residential (R-2) H&S sec. §13146.2 and §17921(b)) inspections

STATE MANDATED BIENNIAL FIRE AND LIFE SAFETY INSPECTIONS

- Institutional (I-3 jail or place of detention) H&S sec. §13146.1)

DISTRICT MANDATED ANNUAL FIRE AND LIFE SAFTEY ACTIVITIES

- Assembly (Group A-1, A-2, A-3, A-4, & A-5 / see CFC sec. 202 pg.47)
- Business (Group B / see CFC sec. 202 pg. 48)
- Mercantile (Group M / see sec. 202 pg. 52)

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Certified Unified Program Agency (CUPA)

OTHER FIRE DISTRICT INSPECTIONS

Residential home safety inspections

Haunted House Inspections

Christmas tree Lots

CODE COMPLIANCE AND ENFORCEMENT

PUBLIC CODE ENFORCEMENT -

Public code enforcement request submittal

Public code enforcement review and inspection

Public code enforcement re-inspection 1

Public code enforcement re-inspection 2

Public code enforcement citation and processing

Public code enforcement citation appeal processing

Public code enforcement citation appeal hearing

Public code enforcement citation final compliance inspection

PUBLIC EDUCATION PROGRAMS

EDUCATIONAL

Daycare, pre-school, and pre-k through 12 grade / fire and life safety educational programs

Higher educational fire and life safety programs

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INDEPENDENT SENIOR ADULT FIRE AND LIFE SAFETY EDUCATIONAL PROGRAMS

ADULT AND COMMUNITY WIDE PUBLIC EDUCATION PROGRAMS

WORKPLACE FIRE AND LIFE SAFETY EDUCATION

JUVENILE FIRE SETTER EDUCATIONAL PROGRAMS

HOME SAFETY EDUCATION PROGRAMS

ALTERNATIVE EDUCATIONAL MESSAGING

WUI – COMMUNITY EDUCATIONAL PROGRAMS (FIREWise Communities)

FIRE INVESTIGATION

CALL OUTS

On-Scene

Off-Scene

Court Appearance

Preparation Time

Report Writing

Telephone/email

Processing Reports

Data Entry

Data Search

Filings

Financial

Legal/Disclosure

Cost Recovery

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EVIDANCE

Collection and Lab Testing (ASTM E 860 & ASTM E 1188)

TRAINING

Minimum requirements according to NFPA 1033 (Standards for Professional Qualifications for Fire Investigator)

MARIN COUNTY FIRE INVESTIGATION TEAM (MCFIT)

Team quarterly training

Call-Outs

Monthly team meetings

PUBLIC OUTREACH

FIRE PREVENTION WEEK (October)

4th of JULY FIREWORKS PROGRAM

HOLIDY SAFETY (CHRISMAS) SAFETY NEWS LETTER AND PSA

HOLLOWEEN SAFETY PROGRAM

VEGETATION MANAGEMENT PSA'S

CALFIRE WILDFIRE AWAERNESS WEEK

WILDLAND URBAN INTERFACE (WUI) ORDINANCE

TAM COMMUNITY SERVICES DISTRICT GRANTS

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HOMESTEAD VALLEY LAND TRUST GRANTS

FIRESafe MARIN BOARD MEETINGS

COMPLIANCE INSPECTION FOR WEED ABATEMENT

FIRE PREVENTION TRAINING AND CONTINUED EDUCATION

CALIFORNIA STATE FIRE TRAINING (times 2 classes per fiscal year per position)

Office of the State Fire Marshal CE's - online

Fire Marshal Educational Certificate Tract

NORTHERN CALIFORNIA FIRE PREVENTION OFFICERS –NORCAL FPO'S

Monthly Membership Meetings

California Fire Prevention Institute (CCAI) Annual Conference

CALIFORNIA CONFERENCE OF ARSON INVESTIGATORS –

Online Monthly Training

CCAI - Annual Investigators Conference and Training

MARIN COUNTY FIRE PREVENTION OFFICERS

Monthly Membership Meetings

Annual Planning Meeting (December)

EMERGENCY MEDICAL TRAINING (EMT)

Monthly Training (one hour per month)

Recertification Every Two Years

NATIONAL FIRE ACADEMY (NFA)

Fire Marshal - One class per year (2 weeks)

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FIRE PREVENTION MANAGEMENT AND REPORTING

MONTHLY SMFD FIRE BOARD REPORTING

MONTHLY SMFD FIRE BOARD MEETING

MONTHLY SMFD STAFF MEETING

MONTHLY SMFD COMMAND STAFF MEETING

MONTHLY SMFD JOINT MVFD MEETING

MONTHLY SMFD COMMUNICATIONS MEETING

MONTHLY SMFD FIRE PREVENTION MEETING

MONTHLY VEGETATION MANAGEMENT STAFF MEETING

MONTHLY SRA REPORT TO MCFD

ANNUAL SMFD STRATEGIC PLANING MEETING

ANNUAL CITY OF SAUSALITO STRATEGIC PLANING MEETING

ANNUAL FIRE PREVENTION GOALS REVIEW AND REPORTING

ANNUAL NFPA REPORTING DATA UPLOAD

ANNUAL STATE FIRE INSPECTION REPORTING

ANNUAL SMFD YEAR END FILING AND STORAGE REVIEW

TRIENNIAL CALIFORNIA FIRE CODE UPDATE AND ORDINANCE ADOPTION

SMFD Fire Board Adoption

City of Sausalito Adoption

TRIENNIAL SMFD FIRE PREVENTION STANDARDS UPDATE TO NEW

Southern Marin Fire Protection District
Fire Prevention
Consultation Summary

SOUTHERN MARIN FIRE PROTECTION DISTRICT



Rocket Fire Consulting
55 Shaw Ave, Suite #122
Clovis, CA 93612
June 26, 2015
Justin.beal.rfc@gmail.com



Consultation Summary

1. Purpose

This preliminary consultation will assist in the establishment of certain goals and objectives for the Southern Marin Fire Protection District, with a particular focus on the Fire Prevention Bureau and its activities.



Recommendations

discussed in this summary should be considered either in response to the requests of policymakers or in reaction to conditions that are subject to the District's regulatory authority.

The scope of this consultation did not evaluate fees, fines & penalties, other monetary charges or public education activities.

2. Summary of Analysis

This analysis compares certain Bureau activities (or proposed activities) to the California Health and Safety Code and/or the unadopted, draft edition of the National Fire Protection Association Standard 1730 (Standard on Organization and Deployment of Code Enforcement, Plan Review, Fire Investigation, and Public Education Operations to the Public) which should be considered a "best practices" guide. Rocket Fire Consulting (RFC) concludes that the Bureau should update several procedures, policies and legislative items associated with the activities examined, and should continue its current, ongoing effort in completing these updates. RFC also recommends that Bureau staff be recognized for initiating this analysis.

3. Findings and Recommended Actions

This analysis couples the findings with specific action steps to be undertaken, and can be quantified by comparison to the California Health and Safety Code, California Fire Code, and/or NFPA 1730.

A. New Construction Activities

The California Health and Safety Code requires the delegation and enforcement of building standards adopted by the State Fire Marshal and published in the California Building Standards Code relating to fire and panic safety and other regulations of the State Fire Marshal per Health and Safety Code section §13146. NFPA 1730 also addresses these activities in chapter 7.

New construction plan review activities (including planning, building, and deferred submittals) and installation field inspections are required to be completed per Health and Safety Code section, §13145 and 13146 respectively, along with requests by licensees for certain care facilities per Health and Safety Code section, §13235.

Recommended Actions:

New construction plan review activities relating to planning, building, and deferred submittals should continue, however, RFC recommends that the Department solicit from the Board of Directors policy direction for the timeliness of these reviews. This should include the development of memorandums of understanding between the affected municipal agencies and the District.

RFC recommends the District consider the use of third party plan review services to accomplish these reviews, specifically those related to the deferred submittal process (fire sprinkler systems and fire alarm systems).

Procedurally, the District could focus its attention on vetting certain firms to complete these reviews prior to submittal to the District, the District could use this process as de facto evidence of compliance. This process could speed review times, and free staff for field inspections. Adhering to these recommendations would meet several of the best practices noted in NFPA 1730 chapter 7.



New construction field inspections should continue as currently completed. These currently meet the requirements of the California Health and Safety Code, and several of the best practices found in NFPA 1730, chapter 7. However, the District should consider an increase in staff to complete these inspection commensurate with construction related demand. The new records management system should help with output measurement to quantitatively demonstrate this need over time. Additionally, a master fee study should also be undertaken to fund this activity (please see F. below).

B. State Mandated Annual Fire and Life Safety Activities

Annual fire and life safety maintenance inspections are required to be completed in the following occupancy groups: E – Educational (H&S sec. §13146.3), R-1/R-2 – Hotel, Motel (H&S sec. §13146.2 and §17921 (b)), High Rise (H&S sec. §13217(a)).



Biennial fire and life safety maintenance inspections are required to be completed in the following occupancy group: I-3 – Institutional (jail or place of detention) (H&S sec. §13146.1).

Recommended Actions:

RFC recommends the District continue annual fire and life safety maintenance inspections as required by law. These field

inspections should continue as currently completed and the new records management system will help with output measurements to ensure that the District meets its legislative mandates.

The District should consider undertaking an annual audit of occupancy related data to ensure that state mandated inspections are completed as required. This may protect the District from unintended liability consequences, however, this activity must be budgeted for either in staff time or budget resources should a third party be utilized.

C. District Mandated Biennial Fire and Life Safety Activities

Biennial fire and life safety maintenance inspections are currently undertaken as directed by District policy in occupancy groups B – Business and M – Mercantile. These inspections are not required to be completed by any California Health and

Safety Code legislation, however, completion of them is in conformance with NFPA 1730 chapter 6 as a best practice.

Recommended Actions:

RFC recommends the District continue biennial fire and life safety maintenance inspections as these provide a significant community-wide benefit. These inspections ensure locations that are open to the public meet a minimum level of safety, and help limit the risk of an unintentional fire ignition. These inspections also help protect building occupants (including proprietors, employees and the general public) from the undesirable effects from fire. The District's reputation as a safe tourist attraction is enhanced by a minimal amount of negative media attention related to preventable fires, and the lack of interruption of commercial activity within the District promotes revenue stability from sales tax collection.

RFC recommends these inspections be correlated to occupancy based operational permits (please see D. below) based upon policymaker direction. The new records management system will help with output measurements to ensure that the District meets its policymaker's intent.

RFC also recommends that the District consider updating the District's fire ordinances to include explicit authority for the fire code official to establish a minimum inspection frequency for all occupancy groups where the frequency is not already governed by the California Health and Safety Code.

Finally, RFC recommends the District consider including these occupancies in the annual audit of occupancy related data to ensure that these inspections are completed as directed.

D. Operational Permits

The California Fire Code establishes a number of activities which authorize the fire code official to issue operational permits in chapter 1. Required permit activities could be a source of revenue generation to enhance the services provided by the District, or to offset the costs currently incurred by the District for certain activities, including maintenance inspections.

Recommended Actions:

RFC recommends the District undertake a minor study to determine the legislative priorities of the Board of Directors relevant to regulated operations, then update the District's fire ordinances as necessary to regulate those operations.

Once completed, RFC recommends the District correlate permitted activities to the District's Master Fee Schedule resolution, and update its policies and procedures for permit duration, effective date, etc.

E. Records Management System

The District has purchased and continues to implement the new records management system into its operations, including fire prevention. Successful implementation is needed to comply with the California Fire Code, chapter 1. This system will also provide much of the primary level data for evaluation of Bureau activities related to its effectiveness as noted in NFPA 1730, chapter 4.

Recommended Actions:

RFC recommends the District continue the implementation of the new records management system for the Bureau, to include necessary training of requisite personnel and the creation of ancillary policies, procedures, documents, etc. for successful transition and low error rates.

F. Master Fee Schedule

The District has a current Master Fee Schedule related to fire prevention activities which was last updated in 2013. There is no California Health and Safety Code requirement for the ongoing updating of fees, however fees should be evaluated at least annually and correlated with current levels of service provided. This ensures that the District is aware of emerging trends (either construction or operations) relevant to Bureau activities.



Recommended Actions:

RFC recommends the District undergo a complete master fee schedule update related to the Bureau activities and fees for service.

4. Conclusions

As a final note, RFC would like to mention that the District is, in many ways, much more in conformance with best practices and legislative mandates than many other regulatory agencies in California, and should consider this summary and recommendations as opportunities for continued improvement to an already fine organization.

The public continues to demand ever more precise statistics, social equity in decisions, sustainability, and inclusiveness. Every regulatory agency will be required to provide a significant level of analysis and supporting data to meet the public's evolving expectations, especially those agencies that provide public (non-competitive) goods or services.

It is the goal of Rocket Fire Consulting to help agencies meet these dynamic challenges, now and in the future, and we look forward to continuing to help the Southern Marin Fire Protection District meet these needs.

2015/2016 Proposed Budget Amendments			
	Current Budget	Proposed Budget	DELTA
Fire Inspector	\$52,563	\$133,244	\$80,681
Finance Manager	\$87,627	\$146,391	\$58,764
	TOTAL		\$139,445
Adopted Budget	\$13,343,772	\$13,483,217	\$139,445
Revenues	\$13,922,092	\$14,202,092	\$280,000
Excess	\$578,320	\$718,875	\$140,555

FIRE INSPECTOR

<u>Name</u>	<u>Position</u>	<u>Tier</u>	<u>Education Rate</u>	<u>Salary (monthly)</u>	<u>Annual Salary</u>	<u>Educ.</u>	<u>Clothing Allow.</u>	<u>Subtotal</u>	<u>Ret Dist</u>	<u>PR Tax</u>	<u>Workers' Comp</u>	<u>Def. Comp</u>	<u>TOTAL SALARIE S</u>
Boykin	Fire Inspector	Safety T3A	5%	6,663	76,960	3,848	400	81,208	21,837	1,178	7,309	3,848	115,379
Current Pay (1040 hrs/year @ \$35/hr):					36,400			36,400		2785	4,087		43,272

<u>Health Ins.</u>	<u>Dental Ins.</u>	<u>Vision Ins.</u>	<u>LTD</u>	<u>Life/AD&D /EAP</u>	<u>LTC</u>	<u>Retiree Health Savings</u>	<u>Sick/Vac</u>	<u>TOTAL w/ Benefits</u>
8,509	782	72	234	120	440	900	6,808	\$ 133,244
8509	782							\$ 52,563

Additional Amount to 15/16 Budget: \$ 80,681

FINANCE MANAGER

<u>Name</u>	<u>Position</u>	<u>Tier</u>	<u>Education Rate</u>	<u>Salary (monthly)</u>	<u>Annual Salary</u>	<u>Educ.</u>	<u>Clothing Allow.</u>	<u>Subtotal</u>	<u>Ret Dist</u>	<u>PR Tax</u>	<u>Workers' Comp</u>	<u>Def. Comp</u>	<u>TOTAL SALARIE S</u>
Schiffmann	Finance Manager	Misc T2	0%	8,000	96,000	0	400	96,400	21,353	1,398	2,591	4,800	126,542
Current Pay (1040 hrs/year @ \$67/hr):					69,680			69,680		5331	1,931	1394	78,336

<u>Health Ins.</u>	<u>Dental Ins.</u>	<u>Vision Ins.</u>	<u>LTD</u>	<u>Life/AD&D /EAP</u>	<u>LTC</u>	<u>Sick/Vac</u>	<u>Retiree Health Savings</u>	<u>TOTAL w/ Benefits</u>
8,509	782	72	234	120	440	8,492	1,200	\$ 146,391
8509	782							\$ 87,627

Additional Amount to 15/16 Budget: \$ 58,764

RESOLUTION NO. 13-14-11

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTHERN MARIN FIRE PROTECTION DISTRICT
DETERMINING SALARIES AND BENEFITS
OF THE ADMINISTRATIVE SERVICES MANAGER**

A. Salary and Wage Plan for Administrative Services Manager

Step 1: The first step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Board of Directors may authorize original appointment, reinstatement or re-employment at any step other than the first step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first step without first submitting written justification to and receiving written approval from the Board of Directors in advance of any such salary offer.

Step 2: Employees shall be granted this adjustment after the completion of six (6) 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.

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.

Advancement from one step to the other shall be only at the recommendation of the Fire Chief and approval by the Board. This position is non-exempt according to the Fair Labor Standards Act.

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

B. Holidays: The following days shall be paid holidays:

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)

Southern Marin Fire will pay for the seven (7) holidays that occur between July 1 and November 30 (Independence Day, Labor Day, Admission Day, Columbus Day, Veterans Day, Thanksgiving Day, and the Day after Thanksgiving Day) with the first paycheck following the Day after Thanksgiving Day holiday. Southern Marin Fire will pay for the six (6) holidays which occur between December 1 and June 30 (Christmas Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, and Memorial Day) with the first paycheck following Memorial Day. **ADDED 2008/2009**

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.

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. Administrative Leave: Effective July 1, 2012, fifty hours of Administrative Leave per fiscal year shall be granted to the Administrative Services Manager.

D. Vacation Leave: Vacation leave with pay shall be credited to the administrative 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.

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

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. No vacation time is due to any employee who is terminated prior to being certified as a permanent employee.

E. Sick Leave: Sick leave with pay shall be granted to all administrative secretary employees at the rate of (1) working day for each full calendar month of service.

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:

- (a) Personal illness or physical incapacity, caused by factors over which the employee has no reasonable immediate control.
- (b) Injury not incurred in line of duty, except where traceable to employment by an employer other than the District.
- (c) Medical, dental or eye examinations or treatment for which an appointment cannot be made outside of working hours.

Special leave with pay may be taken and charged against sick leave credits for:

- (a) 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
- (b) 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.

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.

Each such absence shall be reported by the department to the Secretary, where proper records shall be maintained of all absences.

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.

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.

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.

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.

After July 1, 2013, the employees shall receive employment service credit, for retirement purposes only, for the remaining 40% of hours 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.

This section shall not apply to employees who are discharged for cause or who resign in-lieu of being discharged for cause.

F. Leave Without Pay: 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. 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.

G. Funeral Leave: 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. 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.

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.

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.

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

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

J. Health Insurance: Medical insurance shall be carried through the Kaiser Foundation Health Plan, Inc., coverage "S" for all employees covered by this MOU and their dependents. Said coverage shall be paid by the District.

The District recognizes as additional health care plan options: Blue Cross-Fee for Service, Blue Cross Prudent and

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.

As of July 1, 2005, the District will pay directly to the employee the cost of providing medical insurance through the Kaiser Foundation Health Plan, Inc. (Single employee rate only) if the employee withdraws himself/herself from the health coverage provided by the District and signs a waiver which ensures a complete understanding of the employee's choice.

K. Health Insurance After Retirement: 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 Employee Retirement System, (MCERS), the District will contribute to MCERS, 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 MCERS, at the rate(s) then applicable according to Kaiser Permanente premiums. **2006/2007**

L. Long-Term Disability Insurance: The District will pay the full cost of providing long-term disability insurance for employees. The District will provide the Accidental Death and Dismemberment optional insurance coverage for each employee.

M. Long Term Care Insurance: The District will contribute the premium of \$36.64 per month of each employee for participation in the Long Term Care Plan by the California Association of Professional Firefighters.

N. Dental Insurance shall be carried by Delta Dental. This plan covers all employees represented by this MOU and their dependents. Premium costs for dental insurance shall be paid by the District.

ADDED 2007/2008

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.

O. Retirement: The District is a member of the Marin County Employees Retirement System for the purpose of providing retirement benefits for employees hired by Southern Marin Fire Protection District.

Tier 1

The formula plan for employees hired prior to January 1, 2013 shall be the "2.7% at 55" under GC Section 31676.16. **ADDED 2006/2007**

The employee shall be solely responsible the employee share of retirement cost.

P Deferred Compensation: Effective January 1, 2012, 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.

Q. Uniform Maintenance Program: Effective January. 1, 2011, the District will provide \$400.00 annually to each employee for such items as department approved tee shirts, baseball hats, work out clothing, etc., and will replace standard, approved uniforms as needed (i.e. nomex uniform

shirt, nomex pants, belt and boots). The payment required under Section 26 shall be made annually on the first pay period in October. **ADDED 2011/2013**

R. Grievance Procedure (Administrative Services Manager and Administrative Assistant):

1. Definition:

- A. A grievance is any dispute which involves the interpretation or application of any provisions of this Management Resolution; disciplinary action; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and working conditions of District employees.
- B. A grievance may be filed by an employee in his/her own behalf or jointly by any group of employees, or by the employee organization.

2. Informal Grievance:

- A. Within seven (7) calendar days of knowledge of the event giving rise to the grievance, the grievant shall present the grievance informally for disposition to his/her immediate supervisor.
- B. Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

3. Formal Grievance:

- A. If the grievant believes that the grievance has not been redressed within five (5) calendar days, he/she may initiate a formal grievance within five (5) calendar days thereafter. This grievance shall state in writing the nature of the problem and the desired remedy, and shall be submitted to the Chief of the Department and/or the Personnel Committee.
- B. Step 1: Within two (2) working days of receipt of the formal grievance, the Chief of the Department and the Personnel Committee of the Southern Marin Fire Board of Directors shall meet with up to two (2) representatives of the employee's choice in an effort to ascertain all facts connected with the grievance. Within ten (10) calendar days of said appointment, the parties shall meet to investigate the grievance and attempt to reach an agreement on the disposition of the grievance.
- C. Step 2: If the decision of the Chief and/or the Personnel Committee resolves the grievance to the satisfaction of the grievant, the matter shall be considered resolved. If the decision of the Chief of the Department and/or the Personnel Committee does not resolve the grievance to the satisfaction of the grievant, the grievant shall, within five (5) calendar days of being notified of the Chief of the Department's decision, appeal the matter in writing to the Chief of the Department and/or the Personnel Committee, requesting one of the following methods of disposition:
 - 1) Appointment by a panel consisting of one representative of the Chief of the Department and/or the personnel committee, one representative of the grievant, and a representative of the State Conciliation Service; or
 - 2) Appointment of a panel consisting of one representative of the Chief of the Department and/or Personnel Committee, one representative of the grievant, who shall mutually select an impartial arbitrator. Arbitration is final and binding.

4. General Conditions:

- A. Any time limit may be extended only by mutual agreement in writing.
- B. Any aggrieved employee may be represented by any person or organization of his/her choice at any stage of the proceedings.
- C. All expenses of arbitration shall be shared equally by each party.
- D. Failure on the part of the District or grievant to appear in any case before an arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration.
- E. The decision of the Arbitrator or the Panel, whichever shall have been selected by grievant, shall be final and binding on all parties, subject to ratification by the Board of Directors if the decision requires an unbudgeted expenditure.

R. Disciplinary Action: The District may dismiss, suspend or demote an employee for just cause.

S. Drug and Alcohol Testing Policy and Procedures:

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

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

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

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial property damage (i.e., in excess of \$25,000); or

An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or

An arrest or conviction of a drug related offense; or

Involvement in a physical altercation while on duty.

Section 4. Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Employee and the Employer.

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician. Collection of blood or urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Employee and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All

samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained sample will be stored in the evident locker of the Marin County Sheriff's Department. At the conclusion of this period, the paperwork and specimen shall be destroyed.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5. Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these fire drugs or classes of drugs:

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites ¹	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

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

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

Marijuana metabolites ¹	15 ng/ml
Cocaine metabolites ²	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid

² Benzoylcegonine

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file. **Section 6. Alcohol Testing:** A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .04 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .04 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7. Medical Review Physician: The Medical Review Physician shall be chosen and agreed upon between the Employee and the Employer and must be a licensed physician with a knowledge of substance abuse disorders.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include

conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8. Laboratory Results: The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he/she has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

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

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

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

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

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

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

**SOUTHERN MARIN FIRE DISTRICT
CONSENT AND RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM**

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

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

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

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

Printed or Typed Name of Employee

Signature of Employee

Date

ADMINISTRATIVE SERVICES MANAGER RESOLUTION PASSED AND
ADOPTED by the Board of Directors of the Southern Marin Fire District, effective
July 1, 2013, at their meeting held on the 25th, June 2014 by the following vote:

AYES: Directors Chun, Hilliard, Langeveld, Perazzo, St. John, Willis & Van Meter

NOES: None

ABSTAIN: None

President, Board of Directors

ATTEST: _____

Clerk to the Board

AMENDED

EXHIBIT A

**SALARY SCHEDULE FOR
THE POSITION OF
ADMINISTRATIVE GROUP**

Monthly base salaries effective at the first payroll after adoption of this resolution

	STEP 1	STEP 2	STEP 3
Administrative Services Manager	\$6,462	\$6,720	\$6,989

Retroactive

The Administrative Services Manager shall receive a retroactive 3.5% salary increase (as noted below) for the period of July 1, 2013 to the first payroll period after adoption of this resolution.

	STEP 1	STEP 2	STEP 3
Administrative Services Manager	\$6,192	\$6,440	\$6,697

Effective 7/1/13 – 6/30/14



SALARIES & BENEFITS

Between

Southern Marin Fire Protection

District And

Non-Sworn Administrative Staff (NSAS) & Fire Inspector

Wages and Compensation, Benefits, Working Conditions

July 1, 2015

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MANAGEMENT RESOLUTION

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

DEFINITIONS

District: Refers to the Southern Marin Fire District.

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

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

ARTICLE I APPLICABLE POSITIONS

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

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

ARTICLE II - TERM

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

ARTICLE III – WAGE SCHEDULE

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

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

ARTICLE IV – SALARY STEP REQUIREMENTS

A. Administrative Services Manager

Administrative Services Manager	Requirements
Administrative Services Manager – Step 1	The first step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Board of Directors may authorize original appointment, reinstatement or re-employment at any step other than the first step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first step without first submitting written justification to and receiving written approval from the Board of Directors in advance of any such salary offer.
Administrative Services Manager – Step 2	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.
Administrative Services Manager – Step 3	The third step is the rate at which a fully qualified, experienced and ordinarily conscientious employees h o u l d be paid. Employees who have performed at satisfactory levels in a given classification for a period of one (1) year of continuous service in Step 2 shall be granted this step.

ARTICLE IV – SALARY STEP REQUIREMENTS, CON’T

B. Finance Manager

Position	Requirements
Finance Manager – Step 1	The first step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Board of Directors may authorize original appointment, reinstatement or re-employment at any step other than the first step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first step without first submitting written justification to and receiving written approval from the Board of Directors in advance of any such salary offer.
Finance Manager – Step 2	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.
Finance Manager – Step 3	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.

C. Project Manager

Position	Requirements
Project Manager – Step 1	The first step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Board of Directors may authorize original appointment, reinstatement or re-employment at any step other than the first step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first step without first submitting written justification to and receiving written approval from the Board of Directors in advance of any such salary offer. This position requires a Bachelor’s Degree and Project Management Experience.
Project Manager – Step 2	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.
Project Manager – Step 3	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.
Project Manager – Step 4	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.
Project Manager – Step 5	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.

D. Fire Inspector

Position	Requirements
Fire Inspector – Step 1	The first step of each range is the minimum rate and should normally be the hiring rate for the class. In cases where it is difficult to locate qualified personnel, or if a person of unusual qualifications is employed, the Board of Directors may authorize original appointment, reinstatement or re-employment at any step other than the first step. A department manager or other management or supervisory employee shall not make any salary commitment to an applicant in excess of the first step without first submitting written justification to and receiving written approval from the Board of Directors in advance of any such salary offer.
Fire Inspector – Step 2	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.
Fire Inspector – Step 3	Employees shall be granted this adjustment after the completion of twelve (12) months of continuous satisfactory service on a probationary appointment. Normally, an employee whose work does not justify advancement to the second step should be released.

ARTICLE V - BENEFITS

1. Health Insurance - Medical

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

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

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

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

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

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

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

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

11. Employee Assistance Program (EAP)

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

12. Deferred Compensation

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

ARTICLE VI - LEAVES

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

1. Administrative Leave

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

2. Funeral Leave

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

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

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

3. Leave Without Pay

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

4. Workmen's Compensation Leave

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

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

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

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

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

7. Sick Leave

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

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

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

8. Office Holidays

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

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

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

9. Vacation

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

Administrative Services Manager, Project Manager and Fire Inspector

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

Finance Manager

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

21 years and service and up

197 hours

10. Vacation Cash Out

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

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

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

ARTICLE VII - RETIREMENT

1. Tier 1 - Miscellaneous Employees

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

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

2. Tier 2 - Miscellaneous Employees

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

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

3. Tier 2A – Safety Employees

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

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

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

ARTICLE VIII – DRIVER LICENSE REQUIREMENTS

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

ARTICLE IX- DISCIPLINE

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

ARTICLE X- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES

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