

# **COLLECTIVE BARGAINING AGREEMENT**

July 1, 2025 – June 30, 2028

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

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

## **I. RECOGNITION**

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

### **Class Characteristics**

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

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

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

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

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

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

## **III. ADMINISTRATION**

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

**IV. SALARIES**

**A. General Salaries**

Effective the first full pay period following the later of (1) July 1, 2025 or (2) adoption of this agreement by the Board of Supervisors, the rate of pay for all represented employees shall be increased by four percent (4.0%).

Effective the first pay period of July 2026, the rate of pay for all represented employees shall be increased by three and three quarters percent (3.75%).

Effective the first pay period of July 2027, the rate of pay for all represented employees shall be increased by three percent (3.0%).

**B. Equity Adjustment**

Effective the pay period following adoption of this agreement by the Board of Supervisors, the County will increase the base pay for each bargaining unit classification which has base pay less than the market median reflected in the County's Benchmark Compensation Survey. The Study reflects the following Equity Adjustment for all represented employees:

Fire Battalion Chief	3.46%
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Market-based equity adjustments are independent of the General Salary Increases and will be implemented in an additive (non-compounded) fashion.

**C. Emergency Medical Technician Pay**

Effective the first full pay period following Board adoption of the CBA, all Regular Hire full-time employees who have a current California Emergency Medical Technician (EMT) Certification will receive additional pay of three and one quarter percent (3.25%). Employees must maintain their EMT Certification to continue receiving this benefit.

**D. Signing Bonus for Newly Hired Employees**

The Parties agree that the County may continue the practice of paying signing bonuses to new hires in "hard to fill" positions. The County will notify the Association before advertising or offering hiring bonuses affecting bargaining unit positions or if it intends to modify the hiring bonus program.

**V. HOURS OF WORK**

A. The standard duty day for 56-hour Fire Battalion Chiefs shall consist of one period of 24 consecutive hours beginning at 0800 hours.

- B. The Standard Duty day for 40-hour Fire Battalion Chiefs shall consist of one period of 8 consecutive hours beginning at 0800 hrs. Upon approval of the fire chief, the hours comprising the duty day may be modified to accommodate a “four-ten” schedule.
- C. The Duty Week for 56-hour Fire Battalion Chiefs is established by the assigned shift schedule and may either be 48 or 72 hours. The Duty week for 40-hour Fire Battalion Chiefs shall be a 40 hour duty week.

## **VI. OVERTIME**

- A. All Battalion Chiefs will have one overtime rate which will be one and a half times the hourly rate of the 56-hour Battalion Chiefs.
- B. The Fire Chief may authorize overtime for in-County shift work or emergency incidents beyond the Battalion Chiefs’ regularly scheduled assignments. The Battalion Chiefs must work a minimum of four (4) hours to receive overtime compensation under this provision and all overtime work is subject to the approval by the Fire Chief. Meetings, trainings, and/or other regular work duties will not be compensated at the overtime rate. However, the County may pay overtime for training courses conducted by the Battalion Chief where the County receives reimbursement for overtime work by a third party, in which case the Battalion chief will be paid their overtime rate for actual hours worked beyond regularly scheduled hours. The annual allotment of overtime hours for training courses will not exceed 80 in a calendar year. The Courses selected for the use of this overtime must be approved by the Deputy Fire Chief.
- C. Employees shall be paid for all approved overtime worked not later than the second pay check following the time worked.
- D. For all classifications covered under this MOU, personnel assigned to emergency incidents, both in County and out of County shall be compensated portal to portal for the duration of the incident assignment.
- E. Notwithstanding the above, Battalion Chiefs are exempt from the Fair Labor Standards Act (“FLSA”). Any overtime is contractual and not an obligation under the FLSA.
- F. The County agrees to retain a law firm to perform an audit to assess whether employees in the Battalion Chief classification qualify as “exempt” employees for purposes of the FLSA. The audit will include (1) review of the prior FLSA compliance audit(s) provided to the County, (2) interviews with all employees in the classification of Fire Battalion Chief (both 56-hour and 40-hour), (3) interviews with Marin County Fire Department leadership (Fire Chief and Deputy Fire Chief(s)); and (4) review of relevant documents, including but not limited to: Classification Specifications, Job Descriptions, and other County records. The audit will be completed no later than six (6) months after the Board of Supervisors adopts the collective bargaining agreement in 2025. At the conclusion of the audit, the law firm will provide the County with its assessment of the FLSA status of the BC’s, including a non-privileged version of the assessment which will be provided

to the MCFBCA. If the FLSA audit concludes that any Battalion Chief is not exempt from the FLSA, the County and the MCFBCA will meet and confer over changes to the collective bargaining agreement to address the employee(s) FLSA status, including the elimination of personal leave for employees deemed non-exempt.

**VII. PERQUISITES**

**A. Vacation**

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

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

1. Accumulation: For all represented employees, vacation time shall be accumulated as indicated above with a maximum accumulation of 360 hours. Thereafter, additional vacation time accrual shall be suspended.
2. Illness on Vacation: If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave subject to sick leave requirements.
3. Vacation Payment at Termination: An employee who resigns, retires, is laid off or discharged and who has earned vacation time shall be paid for the vacation accrued as of the effective date of the termination, except that no payment shall be made to any employee who has been employed less than six (6) consecutive months.

## **B. Holidays**

### 1. Regular Holidays

The County recognizes the following regular holidays:

- The first day of January
- The third Monday in January
- The twelfth day of February
- The third Monday in February
- March 31 (Farmworkers Day)
- The last Monday in May
- June 19<sup>th</sup> (Juneteenth)
- The fourth day of July
- The first Monday in September
- The ninth day of September
- Veteran's Day
- Thanksgiving Day
- The Friday immediately following Thanksgiving Day
- December 25
- Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday and adopted by the Board of Supervisors.

When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed. For an employee who does not work a Monday through Friday schedule, the day immediately following the employee's two days off shall be deemed to be a holiday in lieu of the day observed.

### 2. Holidays for 40-hour Battalion Chiefs

40-hour Battalion Chief will be compensated for eight (8) hours at the straight time rate of pay for each holiday listed in Subsection 1. 40-hour Employees on an alternate work schedule who do not work on a holiday which falls on their regularly-scheduled work day will use vacation or holiday in lieu to make up the remainder of their regular workday (e.g., an employee on a 4-10 schedule will use 2 hours of vacation or CTO to supplement the holiday pay).

### 3. Holiday in Lieu

- a. Effective the pay period following adoption of the MOU in 2025, in recognition of scheduled staffing without regard to holidays, 56-hour Battalion Chiefs will receive twelve (12) hours' pay at a straight time rate for each holiday listed in Subsection 1 above, payable in the pay period in which the holiday occurs.

To be eligible for holiday in lieu pay, the employee must be in paid status on both their regularly scheduled workday before and their regularly scheduled workday after the holiday.

- b. Effective the pay period following adoption of the MOU in 2025, the rate of pay for 56-hour Battalion Chiefs employees in the job classes listed below will be increased by an additional 5.36% in consideration for reducing holiday pay from one duty day's pay to twelve (12) hours for each holiday listed in Subsection 1.

#### 4. Floating Holiday

- a. Effective July 1 of each year, all bargaining unit employees shall be credited with floating holiday hours equivalent to thirty-six (36) hours for each 56-hour Battalion Chief and eight (8) hours for each 40-hour Battalion Chief.
- b. Bargaining unit employees initially hired by the County between July 1 and December 31 shall be credited with floating holiday equivalent to thirty-six (36) hours for each 56-hour Battalion Chief and eight (8) hours for each 40-hour Battalion Chief. Bargaining unit employees initially hired by the County between January 1 and June 30 shall be credited with floating holiday equivalent to one eighteen (18) hours for each 56-hour Battalion Chief and four (4) hours for each 40-hour Battalion Chief.
- c. Floating holiday hours shall be scheduled like vacation. Floating holiday hours shall be taken in the fiscal year accrued and shall not carry over from one fiscal year to the next.
- d. Up to one (1) unused floating holiday (24 hours for each 56-hour BC and 8 hours for each 40-hour BC) shall be paid out at the employee's base hourly rate in effect for the last pay period of the fiscal year in which the floating holiday accrued. Payment shall be made in the first full pay period of the succeeding fiscal year.
- e. Upon termination of employment, unused floating holiday hours shall be paid at the employee's base hourly rate. However, if the employee

separates between July 1 and December 31, only the portion of floating holiday hours in excess of one-half duty day will be paid out.

5. Personal Leave

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

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

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

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

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

**C. Insurance and Retirement Contributions**

The County provides a fringe benefit package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee's

regular hire FTE. Hours worked as a contingent hire (i.e., Extra Hire) employee, and/or hours worked in excess of a part-time regular hire FTE, and/or overtime hours do not count toward the accrual of benefits. Effective January 1, 2026, the County will enhance the County-paid Group Term Basic Life and Death & Dismemberment Insurance increasing the benefit from \$10,000 to \$50,000 and will also provide enhancements to the supplemental Group Life and Death & Dismemberment Insurance for DP/Dependents and Long Term Disability Benefits. The County covers the full cost of Basic Life Insurance separately and apart from the Fringe contribution.

1. Biweekly Fringe Benefits

Fringe-Benefit Amount

Regular hire employees enrolled in a County medical plan receive bi-weekly fringe benefit payments in calendar year 2025 as follows:

	Employee Only	Employee+1 Dependent	Employee+ Family
Bi-weekly Fringe	\$540.98	\$869.46	\$1,173.57

Effective December 2025, December 2026 and December 2027, in the pay period in which there will be an increase in health insurance premiums, the County will provide an increase to the flat dollar contribution amount by an amount equivalent to five percent (5%) of the new Kaiser Silver premium to benefited employees at the employee plus one (1) and employee plus family benefit levels.

Fringe Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level for Plan Years 2026, 2027, and 2028. If the biweekly premium at the Kaiser Silver employee-only level in benefit plan years 2026, 2027, and/or 2028 plus mandated employee-only dental and core vision insurance exceeds the County's biweekly fringe contribution at the employee-only level (\$540.98 biweekly), the County will increase its biweekly fringe contribution at the employee-only level to an amount equal to 100% of the biweekly premiums for employee-only enrollment in Kaiser Silver and mandated employee-only dental and core vision insurance, for all represented employees who enroll in employee-only medical plans.

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

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

1. Benefit Contribution and Retirement Contributions

- a. **Employees Hired On or After January 1, 2013:** Consistent with the intent of the California Public Employees' Pension Reform Act (PEPRA), effective the first full pay period of July 2016, or in the first full pay period following ratification and approval, whichever is later, the County will eliminate the \$179 per pay period paid to employees toward their health premium, health reimbursement account, health savings account, or deferred compensation plan.
- b. Tax Free Retirement Contribution: No Federal or State taxes will be withheld, by the County, from the employee's pay check on the amount the employee contributes to retirement.
- c. For all eligible employees, the County agrees to apply the fringe benefit contribution towards the premiums for health, dental, vision, basic life, supplemental life and disability insurance. Any county employee enrolling in County medical coverage is eligible to receive up to \$100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package.
- d. Effective January 12, 1997 employees shall be required to share 50% cost of the retirement COLA, not to exceed 3.1% (the weighted average cost of the COLA for safety members).
- e. Effective January 2, 2005, 3% @ 50 retirement formula for current bargaining unit employees. The parties agree to utilize 7.06% as the actuarial value of the increased cost for the 3% @ 50 retirement enhancement. Parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 7.06% or 3.53%. The parties are implementing this section in accordance with Section 31678.2 of the CA Government Code. In accordance with this section, members shall pay the 3.53% as part of the contribution by the employer that would have been required if Section 31664.1 (3% @ 50 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e. going forward and backwards). This agreement shall only be applicable to members who retire on or after January 2, 2005.
- f. Any employee covered by this agreement may make written application to the Human Resources Director for waiver of required participation in one or more insurance programs, except dental insurance, vision insurance, and basic life insurance, if said employee provides acceptable proof of equivalent coverage in a group plan through other sources. An employee who waives participation under this section will receive up to \$100 cash back biweekly after mandatory and optional insurances are deducted.

Effective upon implementation of the new fringe formula, any employee whose fringe-benefit package amount under the new formula is less than their prior fringe-benefit package amount will have the prior fringe-benefit package amount frozen and if

currently receiving cash back as of the effective date, will continue to receive cash back but in no case will an employee receive an increase in the amount of cash back received as of the effective date of the fringe-benefits change. New employees will not be eligible for cash back except as noted in the agreed-upon waiver-of-participation language.

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

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

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

##### 1. General

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

##### 2. Bereavement Leave

Leave with pay for up to the number of duty hours worked in the week, but not to exceed forty-eight (48) hours, shall be granted by the department head in case of the death of an immediate family member as defined in PMR 44.7. Employees may take off additional duty hours up to a total of five (5) shifts (including the paid bereavement leave identified above) for each instance of bereavement. These additional duty hours shall be paid from the employee's eligible leave banks (including vacation and sick leave).

Bereavement leave in case of death of other persons or for hours in excess of five (5) shifts shall be pursuant to PMR 44.7

3. Catastrophic Leave

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

4. Exceptions

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

5. Retirement Service Credit

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

6. Industrial Accidents

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

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

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

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

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

In accordance with Labor Code section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-designated physician, except that after 30 days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area.

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

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

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

**E. Health & Safety**

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

**F. Equipment Provided**

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

**G. Uniforms**

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

**H. Leaves of Absence**

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

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

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

#### **IX. GRIEVANCES**

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

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

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

#### **XI. STRIKE AND LOCKOUTS**

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

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

#### **XII. NOTICE OF TERMINATION**

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

#### **XIII. SEVERABILITY**

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

#### **XIV. WAIVER CLAUSE**

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

#### **XV. TERMINATION DATE**

This agreement shall be in effect from July 1, 2025 through June 30, 2028. Negotiations on the changes or amendments desired shall begin as soon as possible following receipt of a request to bargain a successor agreement. Every effort shall be made to complete such negotiations prior to the end of the contract term.



**SIDE LETTER OF AGREEMENT**

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

**PMR Revisions**

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

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

**SIDE LETTER OF AGREEMENT**

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

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

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

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

**SIDE LETTER OF AGREEMENT**

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

**Delta Dental Enhancement**

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

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

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

## SIDE LETTER OF AGREEMENT

### Paid Parental Leave Reproductive Loss Leave

The County and Union agree to:

1. a new leave, Paid Parental Leave, and agree to Attachment A as written and first-time implementation administration as described herein; and,
2. agree to Reproductive Loss Leave, and agree to Attachment B as written; and,
3. agree that these two leaves will be recommended to the Board of Supervisors for adoption at their September 9, 2025 meeting; and,
4. agree that these two leaves as attached will be incorporated into a revised and updated PMR 44: Leaves; and,
5. agree that coalition meet and confer has already commenced on PMRs 44 and 49, the Personnel Commission has reviewed and supports the updated PMRs, and agree to complete the meet and confer process with the objective of finalizing PMR 44: Leaves and PMR 49: Reasonable Accommodation and placing the amendment for these PMRs on the Board of Supervisor's calendar for adoption by the end of October 2025.

### Paid Parental Leave Implementation

For the first time implementation, County and Union agreed to administer Paid Parental Leave (PPL) as a one-time implementation that includes a "look back" period as follows:

Employees are eligible for the one time "look back" if they:

- (1) had a qualifying event between January 1, 2025 and the date of Board adoption, and
- (2) who would have been eligible for PPL at the time of the qualifying event had it been in effect

These employees have until November 7, 2025 to request the use of PPL and must use of PPL and must use the leave by June 30, 2026. This is a forward-looking benefit and thus the County will not provide PPL retroactively. Therefore, employees who qualify for the one time "look back" period cannot use their PPL to cover leave already taken.

For those eligible for PPL in the lookback period, a minimum of two weeks' written notice to their supervisor with a copy to [hrleaves@marincounty.gov](mailto:hrleaves@marincounty.gov) is required prior to the start of the leave. If the number of leave requests in a department and/or division and/or work unit are submitted for the same period and the County cannot adequately cover the position with a substitute and the leaves requests create operational hardship, the County may delay the use of the leave and will work with the employee on when the leave can be taken within the designated time