Southern Marin Fire Protection District  
Board of Directors Meeting Agenda  

28 Liberty Ship Way Suite 2800 Sausalito, California 94965  

Thursday, August 13, 2020  
7:00 pm

**Right to be Heard:** Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of 54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

**Accommodations:** Any person with a disability covered under the Americans with Disabilities Act (ADA) may receive a copy of the agenda and a copy of all the documents constituting the agenda packet prepared by the local agency or other interested person for the meeting, upon request in an appropriate alternative format. Requests for mailed copies of agendas or agenda packets are valid for the calendar year in which requests are made and must be renewed annually after January 1. Any person with a disability covered under the ADA may also request a disability-related modification or accommodation, including auxiliary aids or services in order to participate in a public meeting. Please contact Southern Marin Fire Protection District at 415.388.8182 at least 5 working days prior to the meeting and provide information on the assistance required.

**PUBLIC ADVISORY:** THE BOARD OF DIRECTORS BOARD ROOM WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the Board of Directors Meeting will be conducted telephonically through Zoom. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID19 virus, the Board of Directors Board Room will not be open for the meeting. Board Directors and the public will be participating telephonically and will not be physically present in the Board Room.

If you would like to speak on an item on the agenda, you can access the meeting remotely: Join from a PC, Mac, iPad, or Android device. Although your image will not be shown on the video conference, you will be able to listen and view the meeting on Zoom. Please use this URL [https://zoom.us/j/3435788058](https://zoom.us/j/3435788058)

Or Join by Phone:  
*67 +1 301 715 8592  
Enter meeting ID: 343 578 8058

Note: Your phone number will appear on the screen unless you first dial *67 before dialing the numbers shown above.

*Note: All Items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.*
If you want to comment during the Public Expression portion of the Agenda, you can use the “Raise Hand” function in Zoom or you can press *9 if you are calling in. The Clerk of the Board will select you from the meeting cue. Please be patient while waiting in the cue.

If you do not want to speak during the Public Expression portion of the Agenda, you are also encouraged to submit email correspondence to adminaide@smfd.org.

Email comments will be accepted up until 5:00 PM the day of the meeting and forwarded to the Board of Directors and placed in the District’s permanent records. If you submit an email comment, please note in the subject line, “Public Expression.”

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Agenda Adjustments and Approval**

5. **Open Time for Public Expression:** (limited to 3 minutes per person)
   
   *The Board welcomes public comments on all agenda items.*

6. **Meeting Minutes of Previous Meeting**

7. **Action Items**
   
   7.a Battalion Chief's MOU terms proposals and Term Sheet - STAFF REPORT
   
   Receive Verbal Report

   7.b Change Proposals and the Term Sheet pertaining to the Battalion Chief MOU
   
   Requesting that the Board approve the change Proposals and the Term Sheet as stated in attached documents.
   
   *Southern Marin Fire Protection District and Southern Marin Chief Officers Term Sheet.docx*
   
   *1352_001 SMFD Proposal Changes re Battalion Chiefs.pdf*

8. **Poll of the Board**

9. **Closed Session**

   Employee Negotiations Update – Battalion Chief Negotiations – Government Code Section §54957.6
   
   Agency Designated Representative: Chief Ted Peterson
   
   Representative Employee: Battalion Chief
   
   Employee Organization: Southern Marin Chief Officers Association and the Southern Marin Firefighters Association

10. **Adjournment**

    Special Session - Battalion Chief Labor Agreement Terms

*Note: All Items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.*
Posting Statement

A copy of this agenda was posted at the Southern Marin Fire Protection District’s Administrative Office, 28 Liberty Ship Way, Suite 2800, Sausalito, Ca 94965. Pursuant to CA Government Code §54957.5, disclosable public records and writings related to an agenda item distributed to all or a majority of the Board of Directors including such records and writing distributed less than 72 hours prior to this meeting are available for public inspection at the Southern Marin Fire Protection District’s Office, 28 Liberty Ship Way, Suite 2800, Sausalito, Ca 94965.

NOTICE In compliance with the Americans with Disabilities Act, any individuals requesting special accommodation to attend and/or participate in District Board meetings may contact the District Administrative Office at (415) 388-8182. Notification 48 hours prior to the meeting will enable the District to make reasonable accommodations.

Note: All Items appearing on the agenda are subject to action by the Board. Staff recommendations are subject to change by the Board.
MEETING DATE: Thursday, August 13, 2020

AGENDA TITLE: Battalion Chief's MOU terms proposals and Term Sheet - STAFF REPORT

LEAD DIVISION: N/A

RECOMMENDED MOTION: Receive Verbal Report

SUMMARY N/A

BACKGROUND N/A

DISCUSSION/ANALYSIS N/A

FISCAL IMPACT N/A

ATTACHMENTS
N/A PREPARED BY: Mariya Weinberg
REVIEWED BY: N/A
SUBMITTED BY: Christian Tubbs, Fire Chief
MEETING DATE: Thursday, August 13, 2020

AGENDA TITLE: Change Proposals and the Term Sheet pertaining to the Battalion Chief MOU

LEAD DIVISION: N/A

RECOMMENDED MOTION: Requesting that the Board approve the change Proposals and the Term Sheet as stated in attached documents.

SUMMARY N/A

BACKGROUND N/A

DISCUSSION/ANALYSIS N/A

FISCAL IMPACT N/A

ATTACHMENTS
Southern Marin Fire Protection District and Southern Marin Chief Officers Term Sheet.docx
1352_001 SMFD Proposal Changes re Battalion Chiefs.pdf

PREPARED BY: Mariya Weinberg
REVIEWED BY: N/A
SUBMITTED BY: Christian Tubbs, Fire Chief
Southern Marin Fire Protection District and Southern Marin Chief Officers’ Association
Term Sheet

1. Salary

Benchmark: 20% differential from Fire Captain, Step 2 to Battalion Chief, Step 2. At all times, the salary of the Battalion Chief, Step 2 shall be maintained at 20% above that of Fire Captain, Step 2, including if Fire Captain, Step 2 should receive a pay increase or any applicable retroactive pay increase within the term of the agreement with the Southern Marin Chief Officers’ Association.

Advanced Education

A Master’s Degree from an accredited school provides a 2% salary pay incentive to the monthly base pay. Completion of at least half of the credits required towards a Master’s Degree from an accredited school provides a 1% salary pay incentive to the monthly base pay. For incumbents who were in the Battalion Chief classification on July 1, 2020, a 1% salary pay incentive shall be provided to the monthly base pay for those incumbents who have not reached half of the credits required toward a Master’s Degree.

Professional Development

Acceptance and registration in the Executive Fire Officer program from the National Fire Academy (NFA) provides a 2% salary pay incentive to the monthly base pay. Instead of the Executive Fire Officer program, Employees can instead receive 0.5% salary pay incentive to the monthly base pay for acceptance and registration in each of the following courses: Applications of Community Risk Reduction from the NFA; Exercise of Executive Leadership: Self from the NFA; Exercise of Executive Leadership: Organization (with Thesis) from the NFA; Emerging Leaders from the Naval Post Graduate School (NPS); and Executive Leadership from the NPS. Approval to participate in the courses shall not be unreasonably withheld by the District, and continuation of the payment is contingent upon the coursework being completed in a reasonable amount of time after acceptance and registration.

Operational Enhancements

Each course approved as applicable to Operational Enhancements will provide a 0.5% salary pay incentive to the monthly base pay, to a maximum of 2% cumulative total if at least four courses are completed. Completed courses will count toward the pay incentive for up to three years after completion. Acceptance and registration in the course will qualify the Battalion Chief for the salary pay incentive so long as the course is thereafter completed within a reasonable amount of time. Approval to participate in the courses shall not be unreasonably withheld. The following courses qualify for the salary pay incentive: Division Group Supervisor; Strike Team Leader; Master Instructor; Safety Officer;
Fire Investigator; Fire Inspector I; and Community Risk Reduction Officer. Similar or renamed courses are appropriate with the reasonably provided approval of a Fire Chief. Additionally, the Deputy Chief of Operations and Training may approve additional courses that qualify for the salary pay incentive. These additional courses must be related to strategic, rather than tactical, operations. Further, Employees can receive the salary pay incentive for developing and teaching courses approved by the Deputy Chief of Operations that relate to strategic operations. Denial of requests for such courses will not be unreasonably withheld. For incumbents who were in the Battalion Chief classification on July 1, 2020, a 1% salary pay incentive shall be provided to the monthly base pay for each qualifying course, to a maximum of 2%, through June 30, 2023.

Performance Evaluation

An annual performance evaluation of “Outstanding Performance” will provide a 2% salary pay incentive to the month base pay for the following 12-month period. An annual performance evaluation of “Exceeds Performance” will provide a 1% salary pay incentive to the month base pay for the following 12-month period. Each Performance Evaluation shall be reviewed and signed by the Chief. The results of a performance evaluation may be appealed to the Personnel subcommittee of the Board of Directors. Such an appeal shall be informal, in that the rules of evidence shall not apply, and evidence is not required to be taken. The Personnel subcommittee decision shall be final and binding upon the parties, and may be delivered orally to the appellant or in writing. This provision is not intended to formalize the Personnel subcommittee of the Board of Directors, make it subject to the Brown Act, or make its deliberations about the appeal open to the public. Should the Board of Directors dissolve the Personnel subcommittee, the appeal shall be directed to the full Board of Directors as a closed session item.

The intent of the Advanced Education, Professional Development, Operational Enhancement and Performance Evaluation salary pay incentives is to make that pay pensionable. The parties will work with MCERA to assure the agreement language allows that pay to be part of base pay under MCERA rules.

Chief Officer Certificate

Section 3.3.E. of the previous contract provides an 1% incentive for holding a Chief Officers Certificate from the State Board of Fire Services. That language will remain, with the additional language to state: “For incumbents who were in the Battalion Chief classification on July 1, 2020, an additional 2.5% salary pay incentive shall be provided to the monthly base pay.”

2. Longevity

A. 2% at year 10 (total years of service with agency)
B. 3% at year 15
C. 3.5% at year 20

Totals above for longevity are not cumulative.

Note: Section 3.3 of the most recent agreement provided Educational Incentives for education that exceeded the requirements of the job description. The incentives that exceed the job description will continue to be maintained.

3. Contract Length


4. Other Proposal Items

Clean-up language from Southern Marin Fire Proposals 1-5 have been accepted by both sides. Southern Marin Fire Proposal 6 regarding Occupational Medicine physical evaluation is withdrawn by the Southern Marin Fire Protection District. Proposal 7 from Southern Marin Fire regarding Medical Insurance Opt-Out is accepted with a modification that the Opt-Out payment is phased out as follows: 75% on January 1, 2021, 50% on January 1, 2022, and 25% on January 1, 2023. Proposal 8 regarding elimination of Administrative Leave is accepted. All further proposals by either side are rejected.
Southern Marin Fire Protection District Proposal 1

Proposed change in language to Section 5.2.2.

5.2.2. Vacation Accrual

Employees may accrue up to two years of earned vacation credit.

The vacation accrual schedule for employees working a 24 hour shift shall be:

<table>
<thead>
<tr>
<th>Years</th>
<th>Shifts</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 years</td>
<td>8</td>
<td>192</td>
</tr>
<tr>
<td>6-10 years</td>
<td>11</td>
<td>264</td>
</tr>
<tr>
<td>11-15 years</td>
<td>12</td>
<td>288</td>
</tr>
<tr>
<td>16-20 years</td>
<td>13</td>
<td>312</td>
</tr>
<tr>
<td>21 years &amp; above</td>
<td>14</td>
<td>336</td>
</tr>
</tbody>
</table>

The vacation accrual schedule for employees working a 40 hour week schedule shall be:

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 years</td>
<td>110</td>
</tr>
<tr>
<td>6-15 years</td>
<td>160</td>
</tr>
<tr>
<td>16-20 years</td>
<td>208</td>
</tr>
<tr>
<td>21 years &amp; above</td>
<td>248</td>
</tr>
</tbody>
</table>

Eligible vacation time shall be scheduled by mutual agreement between the District and the employee.
Proposed change in language to Section 2.2

2.2 Dues Deduction

Upon submission to the District of a proper written authorization by the employees or upon certification of the Union that it has and will maintain employee's written authorization, the District agrees to deduct Union dues from the paycheck of each Union member on a biweekly basis and to remit said monies and the names of those employees for whom dues are being deducted to the Union. Such remittance shall be made on a biweekly basis.
Proposed change in language to Section 2.8

2.8 Association Orientation of New Employees

Whenever the District laterally hires an employee within the Battalion Chief classification covered by this Memorandum of Understanding and represented by the Association, the District will provide said employee with a copy of the current Memorandum of Understanding. The District shall provide the Association written notice of the new employee’s orientation at least ten (10) business days prior to the orientation and shall make available up to two hours, at a mutually agreeable time, during the initial thirty (30) days of employment for new employee orientation by the Association.

The District shall make best efforts to provide the Association with the name, job title, work, home and personal cellular telephone numbers, personal email addresses, and home addresses of all employees in the bargaining unit every 120 days.
Proposed change in language to Sections 1.5

1.5 **Strikes and Lockouts**

During the term of this Memorandum of Understanding and during the negotiation process for a successor agreement, the District agrees that it will not lock-out employees, and the Union agrees that it will not agree to, encourage, or approve any strike, slow down, sympathy strike, or mass sick leave. The Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.
Proposed change in language to Section 5.9

5.9  Court Leave

Employees subpoenaed to appear in court for cases within the scope of their employment shall be granted a leave of absence with pay from their performing their assigned duty during the time employees are subject to the subpoena until released by the Court. Employees required to appear in Court other than during their regular tour of duty shall receive a minimum of three (3) hours pay at the overtime rate and shall appear in Class A uniform. The Fire District, when informed, shall provide appearance information for the employees. This information shall be made available, if known, by 6:00 pm on the last court day preceding the scheduled appearance date of the employee. Employees will be responsible for notifying the Duty Chief after 6:00 pm.
Proposed change in language to Section 4.1C

4.1 C — Medical Insurance Opt-Out

As of July 1, 2016, the District will pay directly to any employee covered by this MOU its contribution to pay the cost of providing medical insurance through the Kaiser Foundation Health Plan, Inc. at the single employee rate only if the employee meets the following criteria:

1. The employee withdraws from District health coverage and signs a waiver that 1) ensures a complete understanding of the employee's choice and 2) includes proof that the employee has obtained other group medical insurance coverage compliant with the Patient Protection and Affordable Care Act.
Proposed change in language to Section 5.10

5.10—Administrative Leave

Attachment B describes the administrative leave allocations for eligible members of the Management Group. Administrative leave is issued every July 1st and must be used during the fiscal year in which it is offered and does not accumulate from year to year. Administrative leave hours have no cash value and may not be cashed-out during or at the end of employment.

ATTACHMENT B

Management-Staff Administrative
Shift Battalion Chief —— 6 shifts
Day Battalion Chief —— 60 hours