

RESOLUTION NO. 21/2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA
FIXING COMPENSATION AND ESTABLISHING CERTAIN BENEFITS FOR
FIRE DEPARTMENT MID-MANAGEMENT EMPLOYEES OF THE
TOWN OF CORTE MADERA
COMMENCING JULY 9, 2012

RESOLVED, by the Town Council of the Town of Corte Madera that:

1. The compensation schedule attached hereto and entitled, "Compensation Schedule" hereby is incorporated and is adopted as the Compensation Schedule for the employees of the Town of Corte Madera shown therein beginning July 9, 2012 and ending July 5, 2015.
2. Insurance Allowances
Medical and Hospital Insurance – Flexible Benefit Plan – Active Employees

Under the Flexible Benefit Plan the Town's monthly contribution for the individual employee and the employee's eligible dependents shall be One Hundred and Fifteen dollars (\$115.00) per month effective January 1, 2013 and shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

In addition, the Town shall offer an Internal Revenue Code Section 125 Plan that contains the components of benefit allowance and premium conversion.

Effective January 1, 2013, the Town shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the Minimum Employer Contribution (MEC):

- Employee Only: Up to the Marin Kaiser rate for Employee only
- Employee plus one: Up to the Marin Kaiser rate for Employee plus one
- Employee plus two or more: Up to the Marin Kaiser family rate

An employee may use any benefit allowance stated above toward the cost of employer provided PERS Health Insurance for the employee and eligible dependents. An employee may not use the benefit allowance for other reasons.

Any Employee that enrolls in a Medical Plan that has a higher premium than the Town's contribution, as stated above, will pay the difference via pre-tax payroll deductions.

Retiree Medical and Hospital Insurance

- Employees hired before January 1, 2013 - The Town shall contribute an amount necessary to provide supplemental hospital and medical care benefits for retired employees and dependents in accordance with the table below who have, at the time of their retirement, at least five (5) years continuous service. All contributions listed below include the Minimum Employer Contribution (MEC).

Family Status	Town Contribution
▪ Employee Only	▪ Marin Kaiser Employee Only
▪ Employee + One	▪ Marin Kaiser Employee + One
▪ Family	▪ Marin Kaiser Employee + One
▪ Medicare Eligible Employee Only	▪ Medicare Eligible Marin Kaiser Employee Only
▪ Medicare Eligible Employee + One	▪ Medicare Eligible Marin Kaiser Employee + One
▪ Medicare Eligible Family	▪ Medicare Eligible Marin Kaiser Employee + One

- Employees hired after December 31, 2012 – The Town’s retiree medical contribution shall be limited to the PERS Minimum Employee Contribution (MEC).

In addition to the MEC, the Town shall make the contributions to a Retirement Health Saving Account (RHSA) in accordance with the table below for employees hired after December 31, 2012:

Years of Service	Town Contribution
0 – Completion of Probation	No Contribution
Completion of Probation	4% of Fire Engineer/Paramedic

- The Town shall make its required contribution during the month of January each year.
- The Town’s contribution shall only be made to employees who are employed on the date the contribution is made.
- The Town’s contribution shall be prorated for employees who have not completed the entire year.

Dental Plan

The Town shall contribute an amount necessary to pay the full cost for maintaining the existing dental insurance benefit.

The Town will provide the mid-managers of the Fire Department with an enhanced dental benefit when 50% of the Town employees are granted the enhanced dental benefit.

Life Insurance

The Town shall contribute an amount necessary to pay the full cost for maintaining Fifty Thousand Dollars (\$50,000) term life-accidental death and dismemberment insurance, and One Thousand Dollars (\$1,000) dependent's life insurance supplement.

Vision Insurance

The Town shall contribute an amount necessary to pay the full cost for maintaining the existing vision insurance benefit.

3. Hours of Work

3.1 Full Time Personnel Other Than "Shift Personnel"

All full-time employees except "Shift Personnel" shall work eight (8) hours per day, five (5) days per week for a total of forty (40) hours within a seven (7) day work period that begins at 0001 hours on Monday and ends at 2400 hours on the immediately following Sunday. These employees shall receive time off duty for lunch. Time so taken shall not be included in the eight (8) hour working day. Other work schedules may be approved by the Department Head.

3.2 Shift Personnel

Shift personnel shall include those employees assigned to duty schedules which are so designed to ensure the presence of on-duty personnel 24 hours a day every day of the year.

Employees may have the normal 24-hour duty cycle changed, depending on the Department's needs, from the average fifty-six (56) hour workweek on 24-hour duty shifts to a forty (40) hour workweek on 8, 10, 12 or 14 hour shifts or any combination thereof. The Director of Emergency Services will give reasonable notice when the duty cycle will change from one workweek to another.

3.3 Shift Personnel - Average 56 Hour Workweek

Twenty-four (24) hours per shift arranged in such fashion to average out to fifty-six (56) hours per week on duty over the period of one (1) calendar year. These employees shall receive time for meals and sleep. Time so taken shall be on-duty time and shall be included in the 24-hour tour of duty.

4. Overtime

4.1 Authorization

All compensable overtime must be authorized by the Department Head or designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day or shift following the date on which the overtime was worked.

4.2 Definition

Overtime. Overtime compensation does not apply to managerial and supervisory work; however, the Director of Emergency Services may authorize overtime compensation in specific instances in which a Battalion Chief is required by his supervisor to perform overtime work of a non-managerial nature. Such overtime shall be compensated at one and one-half (1-1/2) times the 56 hour hourly equivalent rate of pay. The smallest unit of working time credited as overtime shall be to the nearest quarter (1/4) quarter hour. Employees who work forty (40) hours per week may take compensatory time off in lieu

of pay at time and one-half with the prior approval of the Director of Emergency Services. Said time off shall not be allowed to accumulate in excess of forty (40) hours without the employee obtaining written approval of the Director of Emergency Services and in no case shall the amount of time exceed a maximum of eighty (80) hours.

4.3. Call Back

A Battalion Chief called back to work outside of and not continuous with regularly scheduled hours shall be paid a minimum of one and three-quarters (1-3/4) hours at the rate of one and one-half (1-1/2) the employee's regular rate of pay based on the fifty-six (56) hour workweek, provided that such employee arrives at the Fire Station and signs in within fifteen (15) minutes of the call back alarm or within thirty (30) minutes of an incident that requires in excess of thirty (30) minutes to mitigate.

The actual time worked beyond the first hour on call back shall be paid at two (2) times the employee's regular rate of pay based on the fifty-six (56) hour workweek.

An employee who arrives at the Fire Station and signs in more than fifteen (15) minutes after the call back alarm or more than thirty (30) minutes after a call back for a confirmed incident that requires in excess of thirty (30) minutes to mitigate shall be paid two (2) times the employee's regular rate of pay based on the fifty-six (56) hour workweek for all time actually worked.

Employees will not return to off-duty status until released by the Director of Emergency Services or, in his/her absence, the officer in charge. The Director of Emergency Services is the sole authority for establishing criteria for call back of employees with regard to how many and under what circumstances such as fires, medical aids, and other emergency response incidents. In reporting back to work, employees will respond as quickly as possible, but in so doing, they will observe all speed and traffic safety laws.

4.4 In instances where there is an Office of Emergency Services/California Department of Forestry/United States Forest Service/Bureau of Land Management/National Park Service cooperative agreement mutual aid request made to the Town, a permanent Fire Department Battalion Chief will be compensated at a rate established by the Town in keeping with the reimbursement schedule established by O.E.S. for hours worked in excess of normal or regularly scheduled working hours.

This policy will apply to a permanent Battalion Chief working at a mutual aid site and to a concurrent local back-up Battalion Chief called in (to work in excess of normal or regularly scheduled working hours) as a result of a mutual aid situation. This compensation practice will only be utilized by the Town to the extent that the State reimburses the Town an amount equal to such costs and where there are no conflicts, as determined by the Town, with any existing or future state or federal laws, court decisions or regulations regarding employee compensation practices.

5. Retirement Plan

The contract in effect between the Town of Corte Madera and the Public Employees Retirement System (PERS) which provides for eligible employees a retirement program of 3% at 50, shall be continued, providing benefits as follows:

Full 3% at 50
Final Compensation Average - 1 year
1959 Survivors Benefit (with fourth level)
Post-retirement Survivor Benefit
Unused Sick Leave Credit (Employees with unused sick leave at retirement will receive additional service credit at the rate of 0.004 years for each day of sick leave.)
1959 Survivor Benefits to Surviving Spouse at Age 60.
Post-Retirement Survivor Allowance to Continue After Remarriage.

When comparing employees' wages with wages of employees in other jurisdictions, it is understood that retirement benefits will be considered part of the total compensation for said employees.

Effective with the pay period 01/21/02 – 02/03/02, the Town shall commence paying the full cost of the employees' nine percent (9%) normal contribution for the foregoing retirement plans as EPMC pursuant to Resolution No. 3218, adopted by the Town Council on January 15, 2002.

Effective with the pay period 02/20/12 – 03/04/12, EPMC pursuant to Resolution No. 3218 is hereby repealed pursuant to Resolution No. 3688 adopted by the Town Council on February 7, 2012.

Effective with the pay period 02/20/12 – 03/04/12, employees covered by the provisions of this resolution shall have the Town pay their member contributions in accordance with Resolution No. 2307, a Resolution Implementing "EMPLOYER PICKUP" of Member Contributions To The Public Employee's Retirement System, (Section 414(h) (2) Internal Revenue Code), adopted by the Town Council on February 4, 1986.

In addition to the employee paying the employee's share of retirement, the employee shall contribute the following amounts towards the employer's share of retirement.

- Effective May 13, 2013, the employee shall contribute 1.5% towards the employer's share of PERS.
- Effective July 8, 2013 the employee shall contribute an additional 1.5% towards the employer's share of PERS for a total of 3.0%.
- Effective July 7, 2014 the employee shall contribute an additional 1.5% towards the employer's share of PERS for a total of 4.5%.

For employees hired after December 31, 2012, who are “not” “classic members” as defined by CalPERS, the contract between the Town of Corte Madera and the Public Employees Retirement System (PERS) which provides retirement benefits for eligible employees, shall be modified to provide the following benefits:

- Retirement Formula – Full 2.7% at 57
- Final Compensation Average – 3 Years
- Unused Sick Leave Credit
- The employee contribution shall be done in accordance with Government Code Section 7522.30.

6. Holidays

6.1 Benefit

The following holidays are recognized by the Town as paid holidays for full time regular and probationary employees:

- (1) July 4th, known as "Independence Day"
- (2) The first Monday in September known as "Labor Day"
- (3) The second Monday in October, known as "Columbus Day"*
- (4) November 11th, known as "Veterans' Day"
- (5) The fourth Thursday in November, known as "Thanksgiving Day"
- (6) The Friday following Thanksgiving
- (7) December 25, known as "Christmas Day"
- (8) One floating holiday to be taken on either the last working day prior to Christmas Day or New Year's Day, only after prior approval is obtained from the Director of Emergency Services. Fire Department offices and non-emergency services are to be available to the public on both days.
- (9) January 1st, known as "New Year's Day"
- (10) The third Monday in January, known as "Martin Luther King's Birthday"
- (11) February 12th, known as "Lincoln's Birthday"*
- (12) The third Monday in February, known as "Washington's Birthday"
- (13) The last Monday in May, known as "Memorial Day"

*See Sub-Section 6.2 below.

6.2 Exchange of Designated Holidays for Floating Holidays
For employees other than "Shift Personnel" - Columbus Day and Lincoln's Birthday shall be considered floating holidays and may be taken off on the date of the holiday or subsequent to the date of the holiday (i.e., the second Monday in October and February 12 respectively) with prior approval of the Department Head.

Such floating holidays must be taken during the fiscal year in which the holiday was earned and if not taken, shall be forfeited. Employees must be in a pay status at the time the Columbus Day and Lincoln's Birthday holidays occur in order to have earned such holidays.

6.3 Holidays on Saturday or Sunday
When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the previous Friday shall be observed.

6.4 "Holiday Pay"
Regular or probationary full-time employees, other than "Shift Personnel," who are required to work on any of the holidays specified in Sub-Section 6.1 shall receive additional pay above their normal hourly wage. Such pay shall be referred to as "holiday pay" and shall be paid at straight time for each hour spent on duty during the holiday. "Holiday pay" shall only be paid for hours actually worked on such holidays.

6.5 "Holiday-In-Lieu Pay" for "Shift Personnel"
"Shift Personnel" assigned to the duty cycles specified in Sub-Section 3.2 are not eligible for holiday leave. In lieu of time off for holidays, "Shift Personnel" shall receive "holiday-in-lieu pay." The "holiday-in-lieu pay" shall be thirteen (13) twelve-hour days per year at straight time (13 x 12 = 156 straight time hours). Such pay shall be received in the amount of six (6) hours of straight time pay with each regular bi-weekly paycheck.

7. Vacations

7.1 Vacation Allowance
Regular and probationary full-time employees shall be entitled to vacation leave as follows:

Shift Personnel:

0 through 5 years service	=	5.54 hours bi-weekly
6 through 10 years service	=	6.93 hours bi-weekly
11 through 15 years service	=	9.24 hours bi-weekly
16 or more years service	=	11.54 hours bi-weekly

Non-Shift Personnel

0 through 5 years service	=	3.70 hours bi-weekly
6 through 10 years service	=	4.62 hours bi-weekly
11 through 15 years service	=	6.16 hours bi-weekly
16 or more years service	=	7.69 hours bi-weekly

After six (6) months of continuous service, employees shall be eligible to use the vacation leave actually accrued.

7.2 Vacation Accumulation

No employee shall be allowed to have an accumulation of more than thirty (30) days or fifteen (15) 24-hour shifts of vacation accrual to his/her credit at any one time unless prior special arrangements have been made with the Department Head and approved by the Town Manager. An employee who is on vacation shall continue to accumulate vacation while using his/her previously earned vacation. An employee who is on leave without pay shall not accumulate vacation credits.

7.3 Vacation Scheduling

The time during a calendar year at which an employee may take his/her vacation shall be determined by the Department Head with due regard for the wishes of the employee and the needs of the Town.

7.4 Holiday During Vacation

When a paid holiday falls within a vacation period assigned to an employee other than "Shift Personnel," by prior arrangement with the employee and with due regard for his/her preference, the Town may extend the vacation period by the length of the paid holiday or may return to the employee's vacation leave balance the length of the paid holiday. This Sub-Section does not pertain to "Shift Personnel."

7.5 Vacation Pay at Termination

After completion of six (6) months of Town service, an employee shall be paid for his/her accrued vacation upon resignation (after giving two (2) weeks' written notice) or upon separation by any other method except dismissal for fraud or other act as a result of which the employee owes the Town money.

8. Sick Leave

8.1 Accrual

Sick leave, with pay, shall be allowed for all full-time regular and probationary employees only in case of necessity and actual personal sickness or disability and for necessary medical and dental appointments. Sick leave shall be accrued in accordance with the schedule below:

Sick Leave Accumulation

Shift Personnel	5.54 hours bi-weekly
Non-Shift Personnel	3.70 hours bi-weekly

8.2 Usage

In order to receive compensation while absent on sick leave as provided above, the employee shall notify his/her immediate supervisor at least 15 minutes prior to beginning his/her daily duties. An employee taking sick leave may be required to file a physician's certificate or other proof of illness with the Town Manager.

8.3 Accumulation

Sick leave accrual is unlimited. An employee who is off on sick leave shall continue to accumulate earned sick leave while using his/her previously earned sick leave. An employee who is on leave without pay shall not accumulate sick leave credits. In no event shall sick leave benefits be convertible to cash bonus.

8.4 Holidays During Absence on Sick Leave
In the event that one or more Town holidays fall within a period of an employee's illness on paid sick leave, with the exception of "Shift Personnel," such holiday shall not be charged against the employee's sick leave balance. This Section does not pertain to "Shift Personnel."

9. Leaves of Absence

9.1 Job Incurred Illness or Injury Leave
Local Safety Employees

Any safety employee covered by this Resolution who has suffered any disability arising out of and in the course of his/her employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to the period of such disability to a maximum provided under State Law. During the period the employee is paid by the Town, the employee shall assign or endorse to the Town any salary benefit payments received as a result of Workers' Compensation Insurance coverage.

In the event that the payment received by the employee is not endorsed to the Town, a payroll deduction for the amount of the payment will be made the payroll period following notification to the Town by Workers' Compensation that the check has been issued to the employee. Until such time as a determination is made as to whether the injury or illness is job incurred, the employee shall be eligible to use his/her accrued sick leave. The benefits of sick leave and job incurred injury leave shall be mutually exclusive.

9.2 Funeral Leave

In the event of a death in the immediate family of an employee, he/she 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, for Non-Shift Personnel, five (5) working days or, for Shift Personnel, three (3) 24-hour shifts for each such leave. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, sick leave, or layoff. "Immediate family" includes father, mother, brother, sister, spouse, spouse's parents, child of employee or spouse, and grandparent/grandchildren of the employee or spouse. At the request of the Town, the employee shall furnish a death certificate and proof of relationship.

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.

The employee may request to use accrued vacation if he/she desires to extend such leave.

9.3 Family Illness Leave

The Town Manager may, upon written request of an employee, grant a leave of absence with pay in case an employee's presence is required elsewhere because of sickness or disability of members of his/her immediate family as defined in Section 9.2 above. Such family illness leave shall not exceed, for Non-Shift Personnel, five (5) days, or, for Shift Personnel, three (3) 24-hour shifts per calendar year. In each such case the Town Manager shall grant such leave only when, in his/her opinion, the relationship of the sick or disabled person to the employee and the specific circumstances warrant such leave. Such family illness leave shall be deducted from the employee's sick leave accumulation.

9.4 Personal Leave

The Town Manager may, upon written request of an employee and due consideration of the circumstances, grant a leave of absence without pay. Upon expiration of an approved leave, the employee shall be returned to duty in an equivalent position and at the salary received at the time leave was granted. Failure on the part of an employee on leave to report for duty at its expiration shall be cause for discharge. The time the employee is on a leave of absence without pay shall not be credited toward length of service in computing sick leave or vacation eligibility.

9.5 Jury Duty

Any employee required for jury service shall be entitled to the difference between jury duty pay and his/her regularly scheduled pay during such period of time. In order to receive compensation while absent on jury duty, the employee shall notify his/her immediate supervisor in advance that he/she has been selected as a juror and the probable duration of the jury duty if known. Days of jury duty and all fees paid shall be verified by the court official responsible for issuing checks in payment of jury service.

9.6 Family Medical Leave Act

Family medical leave shall be granted in accordance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991, as amended. Requests for family leave are to be submitted to the Director of Emergency Services for review and to the Town Manager for approval. Employees may be required to use appropriate accrued and unused vacation leave and/or compensatory time before going on a leave without pay status. To be eligible for family leave an employee must have worked continuously for the Town for at least twelve (12) months and worked at least 1250 hours within that period.

Family leave may be used in accordance with the law; for the birth of a child or placement of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition. An eligible employee will be entitled to up to twelve (12) weeks unpaid leave of absence, which need not be consecutive, subject to the conditions indicated herein. During such approved leave time the Town will continue to provide paid Medical benefits.

10. Mileage Reimbursements

Mileage reimbursements to Town employees for use of their own motor vehicles on Town business shall be at the rate of \$0.565 per mile or, only if higher, the rate accepted by the IRS.

11. Uniforms

The Town shall maintain and replace worn or damaged articles of uniform which are required by the Town at the existing level of quality.

Damaged and/or worn articles of uniform which condition is a result of performance of duties on the job shall be turned into the Director of Emergency Services who shall determine if the article warrants replacement.

As an exception to the foregoing, the Town will replace in kind those articles of uniform listed above which, in the judgment of the Department Head, have been damaged or destroyed as the result of unusual circumstances beyond the control of the employee, and which occurred in the performance of his/her official duties.

Articles of uniform provided by the Town shall remain the property of the Town and shall be turned into the Director of Emergency Services when replaced in kind or when the employee retires or terminates his/her employment with the Town for any reason. Articles of uniform purchased by the employee shall remain the property of the employee.

12. Wellness Program

The Town contracts for routinely scheduled physical examinations of individual Chief Officers and for special physical evaluations of individual Chief Officers. These evaluations are conducted to identify opportunities for preventative maintenance in enhancing Chief Officer's physical fitness and to determine any physical impairments that might limit a Chief Officer's ability to function properly.

13. EMT-D

The Town has implemented the EMT-D program, as a new condition of continued employment, through installation of Cardiac Defibrillation equipment in Town emergency response vehicles, and the training and certification of employees in the use of such equipment, subject to the following:

1. The Town agrees that Sections 815.2 and 825 of the Government Code of the State of California are applicable to legal actions arising out of the use of defibrillation equipment so long as the employee was acting within the course and scope of his/her employment.
2. The Town agrees that the "EMS Personnel Disciplinary Guidelines" is applicable in any case involving EMT-D decertification.
3. The parties understand and agree that voice tapes associated with the Cardiac Defibrillation use are used for quality control purposes and will only be utilized for disciplinary purposes under extraordinary circumstances.

14. Educational Incentive Program

Employees will be granted educational incentive pay in accordance with the following:

Level 2:

License and accredited (State and County) Paramedic, 5%
AS degree in Fire Science = 3% OR
BS/BA Degree = 5%

Level 3:

For employees who wish to pursue an educational path, Higher Career Path Counseling will be made available on an individual basis with the Director of Emergency Services. The purpose of such counseling is to identify fire service related career paths which will enhance the employee's career goals in accordance with the employee's abilities and which will comport with the needs of the Town and the Department. Additionally, identification of specific career paths will necessarily consider paths being pursued by other employees, the need and desirability for duplication and diversity. In the event an employee believes that the results of such counseling do not enhance his or her career goals or are not in accordance with his other abilities, the employee may take up the matter with the Town Manager.

Available career paths begin with completion of the curriculum leading to Fire Officer Certification (@ 320 hours) through the CSFTES program.

Level 4:

SPECIFIC CAREER PATHS:

- A) Investigations, leading to certification at Level 2 (at 184 hours), 2 %.
- B) Instructor, leading to certification at Level 3(at 280 hours), 3 %.
- C) Prevention, leading to certification at Level 3 (at 320 hours), 5 %.
- D) Hazardous Materials, leading to certification as Hazmat Specialist (at 240 hours), 5 %.

Level 5:

Chief Officer Certification. 5 %.

Miscellaneous Conditions:

- A) The maximum combined incentives shall not exceed fourteen percent (14%). Eleven percent (11%) of the fourteen percent (14%) maximum shall count when the Town conducts compensation surveys.
- B) Continuation of Level 4 incentive pay is at the discretion of the Director of Emergency Services based on the criteria in "Level 3" above.

C) Incentive pay will be awarded upon submission of appropriate documentation certificates, degrees and/or curriculum completion.

D) Educational Reimbursement

The Town shall reimburse fire department management employees receipted costs for tuition, fees and books incurred by attending educational programs/classes which are related to the present or known future needs of the Town or to employee's career development in employee's current professional field. This includes individual classes meeting requirements for an undergraduate or graduate degree that is job-related. In order to be reimbursed for such costs, the educational program must be approved in advance by the Town manager, and the employee must attain a passing grade of "B" or better. For programs where a passing grade is not provided, presentation of a certificate of completion will be required. Reimbursement will be made for each employee up to \$1,200 per fiscal year. The number of courses reimbursed each year shall be limited to four (4) under the quarter system and three (3) under the semester system. Reimbursement will not occur for any of those classes for which an individual could or will receive educational incentive.

E) Educational Incentive will only be paid after certification as a Fire Officer.

15. Deferred Compensation

The Town shall pay into a deferred compensation plan on behalf of employees covered by this resolution two percent (2%) of the employee's salary. The deferred compensation plan shall be the choice of the employee.

Effective with the pay period 02/20/12-03/04/12 deferred compensation shall no longer be rendered.

16. Management Employees Administrative Leave Policy

The Town Manager may, at his/her discretion grant time off to management employees for administrative leave. The amount of time off is up to seventy-two (72) hours per fiscal year. Any such award shall be based upon hours previously worked during the fiscal year for regular overtime, Town required evening meeting attendance, required weekend work, or in recognition of other time put in beyond a normal management work week as defined by the Town Manager. Said time off may not be accumulated beyond the fiscal year earned.

17. No Relationship to Other Employee Agreements

The compensation and benefits for Fire Department Mid-Management employees are established entirely apart from the compensation and benefits provided in agreements with employee unions or other bargaining groups.

18. Repeal of Conflicting Resolutions

Resolution No. 3687 and any other resolution to the extent that is inconsistent with the terms stated herein are hereby repealed and superseded by this Resolution effective July 9, 2012.

BE IT FURTHER RESOLVED that the compensation herein fixed shall be effective as of July 9, 2012 and ending July 5, 2015.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Town Council of Corte Madera, at a regular meeting thereof held on the 2nd day of July, 2013 by the following vote:

AYES, and in favor thereof, Councilmembers: Bailey, Condon, Furst, Lappert, Ravasio

NOES, Councilmembers: - None -

ABSENT, Councilmembers: - None -



Diane Furst, Mayor

ATTEST:



Lisa Harper, Interim Town Clerk

COMPENSATION SCHEDULE - FIRE DEPARTMENT MID-MANAGEMENT

The Town shall pay not to exceed the sums specified for Fire Department Mid- Management employees. Appointment may be made at an hourly rate commensurate with experience and ability.

Effective July 9, 2012

	<u>Minimum</u>	<u>Maximum</u>
Battalion Chief	9,206	11,189
56 hour	(37.94)	(46.11)
40 hour	(53.11)	(64.55)

Effective May 13, 2013 + 1.5% Wage Increase

	<u>Minimum</u>	<u>Maximum</u>
Battalion Chief	9,344	11,357
56 hour	(38.50)	(46.80)
40 hour	(53.91)	(65.52)

Effective July 8, 2013 + 1.5% Wage Increase

	<u>Minimum</u>	<u>Maximum</u>
Battalion Chief	9,484	11,527
56 hour	(39.08)	(47.50)
40 hour	(54.72)	(66.50)

Effective July 8, 2013 – Equity Increase + 1.0% Wage Increase

	<u>Minimum</u>	<u>Maximum</u>
Battalion Chief	9,579	11,642
56 hour	(39.47)	(47.97)
40 hour	(55.26)	(67.17)

Effective July 7, 2014 + 1.5% Wage Increase

	<u>Minimum</u>	<u>Maximum</u>
Battalion Chief	9,723	11,817
56 hour	(40.07)	(48.70)
40 hour	(56.10)	(68.18)