

BINDING MEMORANDUM OF UNDERSTANDING

Between

MARINWOOD FIREFIGHTERS' LOCAL 1775

And

MARINWOOD COMMUNITY SERVICES DISTRICT

Adopted 12/19/2024

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MARINWOOD FIREFIGHTERS' LOCAL 1775
And
MARINWOOD COMMUNITY SERVICES DISTRICT

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1.1. PREAMBLE

This Memorandum is entered into by and between the MARINWOOD COMMUNITY SERVICES DISTRICT, hereinafter referred to as the District, and the MARINWOOD FIREFIGHTERS' LOCAL 1775, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter known as the Union.

It is the purpose of this binding Memorandum to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustment of differences, which may arise; and to establish proper standards of wages, hours and other terms and conditions of employment.

1.1.2. RECOGNITION

The District recognizes the Union as the bargaining agent for all probationary and permanent employees, except the Chief, who are members of the Union and whose employment is not limited by contract to a period of six months or less. The District and the Union recognize union membership is not a requirement of employment and becoming a member of the Union is at the sole discretion of the employee.

1.2. DISCRIMINATION

The District agrees not to discriminate against any employee for his activity in behalf of, or membership in, the Union. The District and the Union agree that there shall be no discrimination against any employee because of race, creed, religion or membership in organizations other than the Union or non-membership in the Union itself.

1.4.1. SAVINGS CLAUSE

If any provision of this Memorandum, or the application of such provision, including any appendices hereto, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

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 Association agrees that it will not agree to, encourage, or approve any strike, slow down or other concerted activity. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement.

1.7.3. DURATION OF MEMORANDUM

The term of this Agreement shall be July 1, 2024 to June 30, 2026 and any subsequent negotiations between the Parties for a successor Memorandum of Understanding.

The Parties shall begin negotiations for a successor Memorandum of Understanding around January 2026.

1.8. JOB CLASSIFICATIONS

1.8.1. CAPTAIN AND ACTING CAPTAIN

The District has adopted the positions of Captain and Acting Captain as set forth in the attached Job Descriptions. Appointment to the position of Captain shall be based upon competitive examinations which test for the criteria set forth in the Captain job description and authorities describing the requirements for that job classification. The Base Pay Rate for Captains shall be as set forth in Appendix A.

The Chief may designate a Firefighter, Firefighter-Paramedic or an Engineer to act as an Acting Captain. An Acting Captain position shall not be assigned if a Marinwood firefighter in the rank of Captain is also assigned for regular or overtime duty during the same shift. An Acting Captain shall be paid at the Fire Captain salary step that matches the employee's current Firefighter, Firefighter-Paramedic or Engineer salary step during all shifts worked as an Acting Captain. An Acting Captain shall meet the minimum requirements as set forth in the Acting Captain job

description. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply. This item is not reportable for new "PEPRA" safety plan members hired on or after January 1, 2013.

1.8.3. ENGINEER AND ACTING ENGINEER

The District has adopted the positions of Engineer and Acting Engineer as set forth in the attached Job Descriptions. Appointment to the position of Engineer shall be based upon competitive examinations which test for the criteria set forth in the Engineer job description and authorities describing the requirements for that job classification. The Base Pay rate for Engineers shall be as set forth in Appendix A.

The Chief may designate a Firefighter or Firefighter-Paramedic to act as an Acting Engineer. An Acting Engineer position shall not be assigned if a Marinwood firefighter in the rank of Engineer or Captain is also assigned for regular or overtime duty on the same shift. In the event that two Captains are assigned for regular or overtime duty on the same shift as a Firefighter or Firefighter-Paramedic, the Chief shall assign one of the Captains to serve as Engineer for that shift. An Acting Engineer shall be paid at the Engineer salary step that matches the employee's current Firefighter or Firefighter-Paramedic salary step during all shifts worked as an Acting Engineer. An Acting Engineer shall meet the minimum requirements as set forth in the Acting Engineer job description. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply. This item is not reportable for new "PEPRA" safety plan members hired on or after January 1, 2013.

1.8.5. FIREFIGHTER AND FIREFIGHTER-PARAMEDIC

The District has adopted the positions of Firefighter and Firefighter-Paramedic as set forth in the attached job descriptions. The Special Compensation (as defined by State law) Pay Rate for Firefighter-Paramedic shall be ten percent (10%) above the top-step Basic Monthly Pay Rate for Firefighters.

Firefighter-Paramedics in this classification will receive reimbursement from the District for the maintenance of their Paramedic license and accreditations, including for tuition and books required, to include recertification for Advanced Cardiac Life Support (ACLS). The District will reimburse the employee after the employee provides proof of attendance or successful completion of each State approved Paramedic continuing education class. The District will pay for time spent while attending continuing education classes and testing, not to exceed 48 hours every two years at the rate of one and one-half (1-1/2) times their hourly rate.

1.8.7. EMERGENCY MEDICAL TECHNICIAN

The District will pay the costs of fees, books and tuition for Emergency Medical Technician courses or provide the training and materials on the job. The District will also cover the cost or provide training for recertification of basic life support cardio pulmonary resuscitation (CPR).

2.1.2. PAYROLL DEDUCTION OF UNION DUES

The District agrees to deduct monthly union dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The District shall remit the total amount of union dues deductions each month to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Memorandum, except that any employee shall have the right to cancel his authorization at any time, and payroll deductions for this purpose shall be terminated in the following months. No employee shall be required to pay an involuntary agency shop fee.

2.1.3. UNION BUSINESS

The District shall allow employee representatives of the Union reasonable time off without loss of compensation or other benefits when formally meeting and conferring with the District representatives on matters within the scope of representation. (Ref: Government Code Section 3505.3.)

2.2. MANAGEMENT RIGHTS

The District's exclusive rights which are not subject to meet and confer include but are not limited to:

- 1) Determine the District's mission and that of its constituent departments.
- 2) Set standards and levels of service.
- 3) Determine the procedures and standards for hiring of employees.
- 4) Determine the procedures and standards for promotion of employees.
- 5) Direct employees and assign work on a day-to-day basis.
- 6) Establish and enforce uniform, dress and grooming standards.
- 7) Determine the methods and means to relieve employees from duty when work is not available or for other lawful reasons.
- 8) Create efficiency in District operations.
- 9) Determine the means and methods to be used to achieve standards and levels of service.
- 10) Determine the numbers, skill-types and organization of the District's workforce.
- 11) Determine job classifications and descriptions.
- 12) Determine means and methods to finance District operations.
- 13) Determine facilities, technology and equipment used by the District.
- 14) Contract for any service or work needed by the District.
- 15) Schedule employees and work.
- 16) Establish performance standards, evaluations and improvement plans.
- 17) Discharge and discipline employees.
- 18) Take all lawful necessary actions to fulfill its mission during an emergency.

The District must meet and confer with the Union concerning the impacts on negotiable wages, working hours, terms of employment and/or working conditions of its exercise of any management right.

3. WAGES

The wage schedule is set forth in Appendix A to this Memorandum of Understanding and is hereby incorporated by reference. Step EE shall only apply to Firefighters, Firefighter-Paramedics, Engineers, and Captains who have completed ten (10) years of service with the Marinwood Fire Department.

Base pay rates will increase as follows:

1. Initial Wage Increase
 - 8.5% for Firefighter / Firefighter-Paramedic
 - 8.5% for Engineer
 - 8.5% for Fire Captain

These increases shall take effect the first full pay period following board adoption of the successor MOU.

2. Fiscal Year 2025-2026
 - 6.5% for Firefighter / Firefighter-Paramedic
 - 6.5% for Engineer
 - 6.5% for Fire Captain

These increases take effect the first full pay period in July 2025.

In addition, each employee will receive a one-time non-pensionable lump sum payment in the amount of \$3,000.00 minus applicable payroll taxes. This payment will be made as soon as practicable following Board adoption of this successor Memorandum of Understanding.

3.3. COLLEGE INCENTIVE PAY

Full-time regular firefighters shall receive college incentive pay as follows: 2.5% above the base rate for Firefighter, Firefighter-Paramedic, Engineer, or Captain for 15 units in fire technology, and 5% for 30 units in fire technology, an Associate's Degree in fire technology or a Vocational Specialist Certificate in fire technology. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply.

3.4. WORKING OUT OF CLASS

Any person covered by this Memorandum who is designated as the Officer-in-Charge in the absence of the Chief shall be paid an additional ten percent (10%) while so acting for all days served in that capacity when the appointment is for four consecutive days or more. Weekends and holidays shall not be included within the meaning of four consecutive days for the purpose of computing the ten percent premium pay as Officer-in-Charge, since the Chief is not on duty at those times, but they also shall not constitute an interruption of the "four consecutive days" where the number of days immediately preceding and immediately following the weekend or holiday total four or more. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply. This item is not reportable for new "PEPRA" safety plan members hired on or after January 1, 2013.

3.6.1. UNIFORMS

The District shall purchase for each firefighter up to two pairs of pants and two shirts per year. The District shall also purchase for each firefighter one jacket and one belt no more than once every three years. The District shall provide a Class A uniform for each firefighter after the first year of service as a regular, full-time firefighter. Clothing furnished shall comply with the specifications for Class A and Class B uniforms contained in Chapter IV, Section 2, of the Marinwood Fire Department Rules and Regulations. The District at the discretion of the Fire Chief may replace clothing damaged in the line of duty.

In accordance with Government Code and the California Code of Regulations, the annual value of eligible uniform components – two shirts and two pairs of pants – shall be reported to CalPERS on a per pay period basis as a statutory item of special compensation for all "classic" safety plan members hired prior to January 1, 2013 in an amount not to exceed \$458 annually. All required employer and employee pension contributions shall apply. This item is not reportable for new "PEPRA" safety plan members hired on or after January 1, 2013.

3.6.2. CALL-BACK PAY / HOLDOVER PAY

All employees covered by the terms of this Memorandum who are called back to work from off-duty or are directed to continue their work day beyond the scheduled duty day (Holdover) by the Department shall be paid at a rate of time and one-half of the affected employee's regular hourly rate of pay. In such instances, a minimum of two hours of call-back or holdover pay shall be applied.

3.6.3. MILEAGE ALLOWANCE

Employees required to use their private vehicles for Fire Department business shall be compensated at the rate provided by the Internal Revenue Service.

3.6.4. ADDITIONAL COMPENSATION - LONG TERM DISABILITY

The District pays the premium for California Association of Professional Firefighters Long-Term Disability Insurance "24.50 Safety Group Plan (Plan A)".

4. OTHER BENEFITS

BENEFITS CARE NETWORK (BCN): The Marinwood Professional Firefighters have contracted with BCN for coordination of benefits. The cost of the program is paid by the employee.

PER ONLINE EXPOSURE REPORTING: Marinwood Professional Firefighters have the option of paying \$15.00 per year for the California Professional Firefighters PER Online program. The cost of the program is paid by the participating employee.

4.2.1. GROUP INSURANCE

HEALTH INSURANCE: The District shall pay 80% of the CalPERS Kaiser Permanente Health Plan medical insurance basic monthly premium for the CalPERS Region in which Marin County is assigned for Employee Subscriber, Employee Subscriber & 1 Dependent, or Employee Subscriber & 2+ Dependents based on each employee's eligibility, selection and dependent eligibility verification. The employee shall pay for the balance of the monthly premium through a payroll deduction.

Conditional Opt-Out Payment: An employee may elect to waive the District's health insurance coverage and receive either four hundred fifty dollars (\$450) per month in deferred compensation contributions; or, three hundred dollars (\$300) per month in cash, in accordance with the Affordable Care Act, if the employee complies with the following conditions:

- 1) The employee certifies that the employee and all individuals in the employee's tax family for whom coverage is waived, have alternative Minimum Essential Coverage as defined by the Patient Protection and Affordable Care Act through a provider other than a Federal marketplace, a State exchange, or an individual policy.
- 2) During the District's annual open enrollment period, the employee must complete an annual written attestation that the employee and the employee's tax family are enrolled in alternative Minimum Essential Coverage. The employee agrees to notify the District no later than 30 days after the employee or other member(s) of the employee's tax family lose coverage under the alternative Minimal Essential Coverage Plan.
- 3) The employee understands that the District is legally required to immediately stop conditional opt-out payments if the District learns that the employee and/or members of the employee's family do not have the alternative Minimal Essential Coverage.

The District reserves the right to modify at any time, the amount an employee is eligible to receive under this paragraph, if required by IRS regulations, other legislation or Federal and/or California agency guidance.

LIFE INSURANCE: Firefighters may participate in AFLAC Life Insurance in lieu of the policy available to them as regular, full-time employees of the District. The employee shall pay the full premium for the AFLAC Life Insurance policy through a payroll deduction.

For employees who do not choose the AFLAC life insurance benefit, the District shall pay 100% of the premium cost for the life insurance plan provided to all non-union District employees.

DENTAL INSURANCE: The District shall pay 100% of the premium for Delta Dental Service's regular dental insurance. Should orthodontic care be offered, the employee shall pay the additional premium.

VISION INSURANCE: The District shall pay 100% of the premium for the Vision Services Plan vision care insurance (Family Plan) coverage.

AFLAC INDEMNITY INSURANCE PLANS: Firefighters may participate in AFLAC indemnity insurance policies. These policies may include the Personal Cancer Indemnity, Personal Disability Income Protector, Personal Accident Indemnity, Hospital Protection, Specified Health Even Protection, Flex One Spending Account, etc. The Employee shall pay the full premiums for the AFLAC programs through a payroll deduction.

4.2.5. DEFERRED COMPENSATION PLAN

Firefighters are eligible to participate in IRS Section 457 Deferred Compensation Plan accounts available to regular full-time District employees through Nationwide Deferred. Contributions to the plan are solely the responsibility of the employee, and are made through payroll deductions.

4.2.6. REIMBURSEMENTS FOR BENEFIT COSTS

The District shall reimburse all full-time paid firefighters who participate in AFLAC indemnity insurance policies up to \$550 per year (\$21.15 per pay period), paid quarterly in the final pay period of each quarter.

The District shall reimburse all full-time paid firefighters who choose life insurance through AFLAC up to \$40 per month (\$18.46 per pay period) for the payment of AFLAC's life insurance policy premiums, paid quarterly in the final pay period of each quarter.

4.4. RETIREMENT PLAN

The CalPERS Retirement Plan for Classic employees hired on or before June 30, 2008 is 3% at age 50.

The CalPERS Retirement Plan for Classic employees hired on or after July 1, 2008 is 3% at age 55.

Classic employees pay the full employee pension contribution to CalPERS as a payroll deduction.

The CalPERS Retirement Plan for New employees hired on or after January 1, 2013 is 2.7% at age 57.

New employees pay 50% of the normal cost of their retirement plan to CalPERS as a payroll deduction.

Classic Employee PERS Retirement Plan and Options

Section 21362.2	3% @ 50 Safety, Modified for Social Security	06-01-2001
Section 21363.1	3% @ 55 Safety, Modified for Social Security	07-13-2008
Section 20475	Different Level of Benefits	07-13-2008
Section 20037	Final Compensation 3 Highest Year Average	06-01-1974
Section 20058	Prior Service Credit	06-01-1974
Section 20996	Military Stats 76	05-15-1991
Section 20965	Sick Leave Credit	09-25-2004
Section 21022	Public Service Layoff	07-01-2005
Section 21027	Military Retiree	07-01-2005
Section 21329	COLA 2%	06-01-1974
Section 21548	Pre-Ret Opt 2W	07-01-2005
Section 21551	Death Benefit Continues	01-01-2000
Section 21620	Retired Death Benefit \$500	06-01-1974
Section 20123.5	Peace Corps; VISTA	07-01-2005

Social Security: As Regular Full-time Marinwood Community Services District employees, Firefighters participate in Social Security and Medicare. The Employee's portion of Social Security and Medicare contributions is deducted from the Employee's pay check. The District pays the employer Social Security Tax.

4.4.4. PERS MILITARY SERVICE CREDIT

The District's agreement with the California State Public Employees Retirement System for safety employees permits its safety employees to purchase up to four years of service credit for any continuous active military or merchant marine service prior to employment as provided by Section 20930.3. The employee must contribute an amount equal to the contribution for current and prior service that the employer would have made with respect to that period of service.

5. SICK LEAVE

Any employee incurring a sickness or disability shall receive sick leave with full pay. An employee shall be allowed fourteen hours of sick leave for each month of service (7 shifts or 168 hours per year). Employee shall accumulate sick leave from their first day of employment, with no limit to accumulation.

5.1.5. PERS UNUSED SICK LEAVE CREDIT

Employees shall receive credit for unused sick leave as provided in Section 20965 of the Public Employees' Retirement Law. Unused accumulated sick leave at the time of retirement, for which there is no compensation or remuneration at all to the employee, will be converted to additional service credit at the rate of 0.004 years for each day.

5.2. VACATION

Employees accrue paid Vacation beginning on the first day of full-time, probationary employment. Employees may not use Vacation Time until the completion of one year of service.

Vacation shall accrue based upon years of service as follows:

<u>Years of Service:</u>	<u>Annual Shifts:</u>	<u>Monthly Rate:</u>	<u>Maximum Balance:</u>
0 – 5	6	12 hours	288 hours
6 – 10	8	16 hours	384 hours
11 – 15	10	20 hours	480 hours
16 – 20	11	22 hours	528 hours
21 +	13	26 hours	624 hours

Each annual shift represents a 24 hour block of time. Maximum Balance reflects the employees' ability to carry over one year of accumulated vacation, plus the current year's balance. This represents the maximum total balance that can be on the books at any time. If an employee has reached the Maximum Balance, no additional hours shall accrue until such time that their balance falls below the above listed Maximum Balance.

Any probationary or permanent employee who is separated from the service shall, at the time of separation, be compensated in cash at the employee's regular rate of pay at the time of separation, inclusive of pay incentives, for all unused vacation time accumulated.

Employees may sell back 24 hours of accrued vacation each calendar year at Base Pay rate plus incentives. To be eligible to sell back vacation in any given calendar year, employees must state intent to sell back vacation in writing by December 15 of the prior calendar year. Once intent to sell back vacation is submitted in writing, this action is non-revocable. Employees who have stated intent by the required deadline will be allowed to sell back the maximum allowable 24 hours at any point during the following calendar year after an equal or greater amount of vacation hours has been accrued during that same calendar year. Employees who have stated intent to sell back vacation but have not done so prior to December will automatically have this option exercised with the final pay date of December. Employees who have not submitted in writing their intent to sell back vacation will not be eligible to exercise this option until the following calendar year.

5.4. HOLIDAYS - COMPENSATION

The District recognizes the following eleven holidays:

- New Years Day: January 1
- Martin Luther King Day: Third Monday in January
- Abraham Lincoln's Birthday: February 12
- President's Day: Third Monday in February
- Cesar Chavez Day: March 31
- Memorial Day: Last Monday in May
- Independence Day: July 4
- Labor Day: First Monday in September
- Veterans Day: November 11
- Thanksgiving Day: Fourth Thursday in November
- Christmas Day: December 25

Holiday pay shall be calculated on the basis of one-half shift pay, or twelve hours for each holiday. Holiday pay calculation components shall include base pay plus any applicable special compensation and special assignment pay. Holiday pay shall be paid on the pay date of the respective pay period in which the holiday is incurred and shall be reported to CalPERS as required with each applicable pay period in which a holiday is incurred. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply.

5.5.7. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall be granted shifts off with pay in order to be off three successive days. The immediate family is defined as the employee's spouse or registered domestic partner, children, mother, step-mother, father, step-father, and sibling of the employee, as well as those of the employee's spouse or registered domestic partner.

6.1. HOURS

The hours of work shall be 182 hours minimum/192 hours maximum in each Fair Labor Standards Act, 29 U.S.C. Section 207(k) 24-day work period, scheduled in a three-platoon system (A-B-C) maintaining the 24-hour shift, assigned to the "Two by Four" Schedule (48 Hours On, 96 Hours Off) except as follows: The Officer-in-Charge (during the absence of the Chief), new firefighters undergoing the initial training period with the Department, and Federal-, State- or County-funded personnel, when so scheduled by the Chief.

6.1.2. SHIFT TRADES

Employees shall have the right to exchange shifts when the change has the approval of the Chief, does not interfere with the operation of the Fire Department and does not result in increased costs to the District. Employees who trade shifts shall be paid as if each employee worked their original shift, consistent with 29 CFR § 553.31.

6.2.1. BASE RATE OF PAY - OVERTIME PAY

The base rate of pay is the wage for each classification at each step as described in Appendix A to this MOU. Overtime shall be paid at the rate of one and one-half times the base rate of pay, plus incentives, and shall be paid for all overtime hours beyond the twenty-four day work period, unless additional compensation is required by law.

6.8.5. VACANCIES

When a vacancy occurs in any position, it shall be filled expeditiously upon official severance of the vacating Department member from the Fire Department, unless a decision to the contrary is made by the Board of Directors. Filling of all vacancies will be in accordance with the District's policy as adopted by the Board of Directors in accordance with Attachment 1, Staffing Levels-Layoffs Sideletter Agreement and in accordance with Attachment 1, Staffing Levels-Layoffs Side Letter Agreement.

6.9.2. DRUG TESTING

The Union agrees to the District's Alcohol and Drug Abuse Policy, a copy of which is attached as Appendix B.

6.9.8. RULES AND REGULATIONS - JOB DESCRIPTIONS

The Rules and Regulations for the Marinwood Fire Department are attached hereto and incorporated herein as Appendix "C". Job descriptions for all positions subject to this Memorandum of Understanding are contained in Appendix "D", and said job descriptions are incorporated therein. The District will meet and confer over these documents and impacts associated with these documents to the extent required by law.

A current job description shall be maintained to include Firefighter, Firefighter-Paramedic, Acting Engineer, Engineer, Acting Captain and Captain.

6.9.9. RULES AND REGULATIONS - PROCEDURE FOR REVIEW

The District shall name three representatives and the Union shall name three representatives to sit as a committee to update the Fire Department Rules and Regulations. The findings of this body shall be first presented to the Fire Commission and then to the District Board of Directors for adoption. This will be accomplished through mutual consent during the term of this Memorandum.

Future amendments of the Rules and Regulations shall be effected by the Fire Commission after giving notice of at least seven days to the Union shop steward, provided that said amendments

may be reviewed by the Board of Directors within thirty days, and the Board shall have the power to veto or modify said amendments.

6.10.1. JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

It is the desire of the District and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries and illness in the fire service.

The District shall provide protective devices, wearing apparel, and other equipment necessary to properly protect firefighters. The Joint Occupational Health and Safety Committee shall inspect all such devices, apparel and equipment on a periodic basis to ensure proper maintenance and replacement.

The District and the Union shall each appoint three members to the Occupational Safety and Health Committee. This Committee will meet bi-monthly (every other month) or as agreed by the parties to discuss safety and health conditions.

Safety Committee members will be granted time off with pay when meeting jointly with management and for any inspection or investigation of safety or health problems in the Fire Department.

The District shall not restrict the Safety Committee members from any Fire Department facility when investigating health or safety conditions.

This Committee will be guided by, but not limited to, the following principles:

- a. Make prompt and detailed investigations into each accident or death of or injury to a member of the Fire Department, including volunteers, while on duty to determine the fundamental causes.
- b. Develop data to indicate accident sources and injury rates and develop uniform reporting procedures.
- c. Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods.
- d. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of fire fighting.
- e. Promote safety and first-aid training in the operation of the Fire Department.
- f. Participate in promoting the safety program related to the operation or administration of the Fire Department through informational meetings.

In line with the goals listed above, the Committee shall:

1. Make periodic inspections of the Fire Department facilities, but not less frequently than semi-annually.
2. Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.
3. Review and analyze all reports of accidents, deaths, injuries and illnesses involving members of the Fire Department while on duty. Investigate causes and recommend to the Fire Commission rules and procedures for the promotion of health and safety of the firefighters.
4. Keep minutes of all joint Committee meetings and present a written report for review at the next Commission meeting.

A delegated Union representative and a District representative shall accompany the State inspection tour of the Fire Department facilities, subject to the inspector's consent.

The District shall give due consideration but shall not be obliged to comply with the recommendations of the Committee.

All disputes arising under this article and not resolved by the Committee shall be considered proper subjects for adjustment under the grievance procedures. Any such grievance shall be investigated when filed by the Union in accordance with the appropriate Section of this Memorandum.

6.10.4. PHYSICAL EXAM

Each firefighter shall have a level 5 physical examination that meets OSHA Hazardous Waste Operations and Emergency Response Standard (29CFR 1910.120) and OSHA respirator standard (29 CFR 1910.134) every third year of employment, at District's expense, by a physician chosen by the District. Certification of fitness for duty and clearance for respirator use shall be sent to the Fire Chief and shall be placed in the employee's personnel file.

7.4. GRIEVANCE PROCEDURE

All employee grievances concerning the interpretation of this Memorandum of Understanding shall be resolved through the Grievance Procedure and associated process as stated in the Marinwood Fire Department Rules and Regulations, which have previously been incorporated by reference into the MOU.

7.5. PERSONNEL REDUCTION

In the case of a personnel reduction in a given classification caused by budgetary exigencies, the temporary employees and the employee with the least seniority in that classification, in that order, shall be laid off first. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work within one year. This Section is not applicable to positions primarily funded by Federal, State or County governments.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the 19 day of December, 2024

MARINWOOD COMMUNITY SERVICES DISTRICT



Eric Dreikosen, District Manager

Approved by the Board of Directors of the Marinwood Community Services District at a regular meeting held on the 19 day of December, 2024

MARINWOOD FIREFIGHTERS' LOCAL 1775, IAFF



Ryan Brackett, Union Shop Steward

Date: 12/19/24

RATIFIED BY LOCAL 1775, IAFF:



John J. Grey
Counsel, IAFF Local 1775

Date: 12/19/2024

APPENDIX A

SALARY RANGES FOR BASE PAY

FISCAL YEAR 2024-2025

FIREFIGHTER

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2024	\$6,266	\$6,579	\$6,908	\$7,254	\$7,616	\$7,997

FIREFIGHTER-PARAMEDIC**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2024	\$6,266	\$6,579	\$6,908	\$7,254	\$7,616	\$7,997

ENGINEER

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2024	\$6,920	\$7,266	\$7,629	\$8,011	\$8,411	\$8,832

CAPTAIN

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2024	\$7,693	\$8,077	\$8,481	\$8,905	\$9,350	\$9,818

* These increases take effect the first full pay period following Board adoption of the successor MOU.

** Receives additional Paramedic Incentive Pay in accordance with amount stated in Section 1.8.5. Firefighter-Paramedic (not reflected in Base Pay Schedule).

FISCAL YEAR 2025-2026

FIREFIGHTER

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2025	\$6,673	\$7,007	\$7,357	\$7,725	\$8,111	\$8,517

FIREFIGHTER-PARAMEDIC**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2025	\$6,673	\$7,007	\$7,357	\$7,725	\$8,111	\$8,517

ENGINEER

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2025	\$7,370	\$7,738	\$8,125	\$8,531	\$8,958	\$9,406

CAPTAIN

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2025	\$8,193	\$8,603	\$9,033	\$9,484	\$9,959	\$10,457

* These increases take effect the first full pay period in July 2025.

** Receives additional Paramedic Incentive Pay in accordance with amount stated in Section 1.8.5. Firefighter-Paramedic (not reflected in Base Pay Schedule).

APPENDIX B

ALCOHOL AND DRUG ABUSE POLICY

Copy attached

APPENDIX C

**RULES AND REGULATIONS FOR THE
MARINWOOD FIRE DEPARTMENT**

Copy to be attached

APPENDIX D

JOB DESCRIPTIONS

Copy to be attached

ATTACHMENTS FOR FY 2024-25 THROUGH 2025-26

- 1. Revised Side Letter dated December 20, 2018 addressing Staffing and Layoff Language**

Drug and Alcohol Testing Policy and Procedure

Section 1. Policy

The District and the Union, IAFF, Local 1775, recognize that drug use by employees would be a threat to public welfare and safety of department personnel. The District has zero tolerance for the possession of, use of and/or being under the influence of drugs and/or alcohol on duty.

This policy seeks to establish an alcohol and drug free workplace. The District and the Union strongly prefer to encourage employees with substance abuse problems to seek help and to eliminate illegal and unsafe drug use and alcohol abuse through education and rehabilitation of affected personnel. Employees who do not seek help and/or who engage in misconduct as a result of substance abuse on duty might receive disciplinary action from the District.

Section 2. Informing Employees about Zero Tolerance and Drug and Alcohol Testing

By the establishment of this policy, all employees are fully informed of the District's zero tolerance standard and its drug and alcohol testing policy. Employees will periodically receive information and/or training concerning the impact of the use of alcohol and drugs on job performance. In addition, this policy informs employees on how the tests are conducted, what the test can determine and the consequence of testing positive for alcohol and/or drug use. All newly hired employees will receive a copy of this policy on or about their initial date of hire. Prior to any testing, the employee will be required to sign the attached consent and release form.

Employees who wish to voluntarily seek assistance may do so by contacting the Fire Chief, their shop steward, an officer of their Union, or an attorney. The person contacted will contact the employer on behalf of the employee and make arrangements to implement the rehabilitation portions of this policy. Employees under these circumstances can expect that the District will provide the employee with an opportunity to use their accrued paid leave to attend treatment so that the employee can later return to work when it is safe for them to do so.

Section 3. Employee Testing

Employees shall not be subject to random medical testing involving urine or blood analysis or a similar or related test for the purpose of discovering possible drug or alcohol abuse unless required by law.

However, the District may require an employee to undergo medical testing consistent with the conditions set forth in this Policy if there is reasonable suspicion that the employee is under the influence of drugs and/or alcohol at work.

This reasonable suspicion may be based upon the following:

- A) Involvement in a fatal or serious bodily injury accident or in an accident involving \$500.00 or more property damage; or
- B) An observable phenomena, such as 1) direct observation of drug/alcohol use and/or 2) physical symptoms of being under the influence of a drug or alcohol such as:
 - (1) Smell of alcohol and/or drugs.
 - (2) Bloodshot eyes.
 - (3) Slurred speech.
 - (4) Unconsciousness.
 - (5) Disheveled appearance.
 - (6) Unsteadiness in walking and/or other physical activities.
 - (7) Accident involving District property and/or during working hours.
 - (8) Possession of alcohol and/or drugs during working hours.
 - (9) Unusual or abnormal behavior.
 - (10) Involvement in a verbal and/or physical altercation.
 - (11) Tardiness and/or failure to attend work.
 - (12) Information from a reliable person with personal knowledge.

District personnel who witness reasonable suspicion factors are required to document their observations to create a record that there is reasonable suspicion to require an employee to receive a drug and/or alcohol test. Reasonable suspicion often involves multiple symptoms. Personnel may not abuse this process. Personnel who are aware that there are legitimate explanations for the indicia listed above and/or that the indicia are very minor should not be seeking to have employees subjected to drug and/or alcohol testing.

Section 4. Sample Collection

The collection and testing of the samples shall be performed only by a laboratory, a physician or a health care professional qualified and authorized to administer the test. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA).

The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in a manner which provides security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as required by the NIDA. The Union and the District agree that security of the biological urine and blood samples is absolutely necessary; therefore, the District agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA standards.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preservation manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action or legal proceedings, whichever is longer. Employer retained samples will be stored in a

secure location. At the conclusion of this period, the paperwork and specimen shall be destroyed.

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

Section 5. Drug Testing

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

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

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

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

Marijuana metabolites ¹	15 ng/ml
Cocaine metabolites ²	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml

Phencyclidine 25ng/ml

Amphetamines:

 Amphetamine 500 ng/ml

 Methamphetamine 500 ng/ml

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid

² Benzoylecgonine

If confirmatory testing results are negative, all samples shall be destroyed.

Section 6. Alcohol Testing

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. The screening test shall be performed by an individual qualified through and utilizing equipment certified by the State of California. An initial positive alcohol level shall be .04 grams per 210 L. of breath. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .04 grams per 100 ml of blood. The District may allege that an employee's blood alcohol level was at a higher level at the time it determined it had reasonable suspicion based on the employee's blood alcohol level at the time of testing compared to when the District first detected reasonable suspicion.

Section 7. Medications

Some medications can be addictive and/or impair an employee's ability to work. Employees may not be under the influence of medications at work that impair their ability to safely or capably perform their job duties. Employees who use prescription medications should inform the District of any drug with a warning sticker on the container that could affect the employee's ability to safely and/or capably perform their job duties. The District will then have to determine if the employee can perform their normal duties, are only eligible to perform alternative duties or must be absent from work while using the medication.

Section 8. Medical Review Physician

The Medical Review Physician shall be chosen and agreed upon between the Union and the District and must be a licensed physician with a knowledge of substance abuse disorders.

The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any of the relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 9. Laboratory Results

The laboratory will advise only the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the District by the Medical Review Physician once he/she has completed his/her review and analysis of the laboratory's test. The District will keep the results confidential unless required by law and shall not release the results to the general public.

Section 10. Testing Program Costs

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

Section 11. Rehabilitation Program

Any employee who tests positive for drugs or alcohol, shall be medically evaluated, counseled and referred for rehabilitation as recommended by the EAP

Counselor. (The EAP Program selected for use in conjunction with this policy will be one selected by the District.) An employee may also bypass the EAP Program to be immediately admitted to a rehabilitation program. Employees who successfully complete a rehabilitation program will be re-tested once every quarter for the following twenty-four months and/or upon reasonable suspicion at any time.

If an employee, subject to re-testing, tests positive during the twenty-four (24) month period, they shall be subject to disciplinary action as per District Rules and Regulations and/or Memorandum of Understanding. Any employee testing positive during the twenty-four (24) month period shall be re-evaluated by the E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee must participate in any additional rehabilitation and/or counseling as directed by the E.A.P. counselor. Subsequent to completion of additional counseling and/or treatment, the employee will again be subject to quarterly re-testing for a twenty-four (24) month period and reasonable suspicion testing. If an employee tests positive during this subsequent twenty-four (24) month period, the employee will likely be subject to discipline as per the Department Rules and Regulations and/or Memorandum of Understanding.

An employee may voluntarily contact the EAP Counselor and/or may voluntarily enter rehabilitation without having previously tested positive. Employees who enter a rehabilitation program on their own initiative shall not be subject to re-testing as outlined above unless there is documented reasonable suspicion that the employee is under the influence of drugs and/or alcohol on duty. Employees covered by this policy will be allowed to use their accrued and earned annual leave and/or sick leave for the necessary time off involved in the rehabilitation program.

Section 12. Duty assignment after treatment

Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment if otherwise qualified to do so.

Section 13. Right of Appeal

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed pursuant to the grievance procedure in the MOU.

Section 14. Discipline

An employee who refuses to immediately submit to a reasonable suspicion drug and/or alcohol test(s) will be deemed to have violated this policy and will also be insubordinate. Violation of this policy and/or insubordination might subject the employee to disciplinary action up to and including employment termination.

No disciplinary action will be taken against an employee unless 1) the employee refuses the opportunity for rehabilitation, 2) has engaged in criminal activity related to substance use, 3) fails to complete a rehabilitation program successfully, 4) again tests positive for drugs after within two (2) years of completing an appropriate rehabilitation program or 5) the District determines that there are extenuating circumstances that justify disciplinary action.

Section 15. Changes in Testing Procedures: The parties recognize that over time there may be improvements in the technology of testing procedure which provide for more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

MARINWOOD COMMUNITY SERVICES DISTRICT
CONSENT AND RELEASE FORM
FOR DRUG/ALCOHOL TEST PROGRAM

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

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

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

I understand that a confirmed positive drug or alcohol test result might result in my referral to the District's Employee Assistance Program and that I might be invited to complete a rehabilitation program. I may be subject to disciplinary action as a result of the drug or alcohol test. I understand that such disciplinary action, as described herein, may include dismissal from the Marinwood Community Services District.

Printed or Typed Name of Employee

Signature of Employee

Date

MARINWOOD FIRE DEPARTMENT

RULES AND REGULATIONS

MARINWOOD COMMUNITY SERVICES DISTRICT

MARINWOOD FIRE DEPARTMENT

RULES AND REGULATIONS

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* Items referred to Fire Commission.

MARINWOOD COMMUNITY SERVICES DISTRICT

MARINWOOD FIRE DEPARTMENT

RULES AND REGULATIONS

ADDITIONS AND AMENDMENTS

CHAPTER IV, SECTION 2: Uniforms

Approved by Board 5/25/77

CHAPTER III, SECTION 1: Duties of the Fire Chief

Paragraph F, I, C, P, D, U, V, W, and X.

Approved by Board 7/30/80

CHAPTER IV, SECTION 2: Uniforms

Paragraph D. 3. Deleted and replaced

Approved by Board 6/28/83

CHAPTER III, SECTION 1: Duties of the Fire Chief

Paragraphs O & P modified

Approved by Board 1/27/87

CHAPTER IV, SECTION 2: Uniforms, Tee shirts

Approved by Board 9/12/00

Revised February 13, 2001

CHAPTER 1: PURPOSE AND APPLICATION

- A. **PURPOSE** - The Marinwood Fire Department is organized to provide emergency services; public service; and to prevent fires, by the removal of fire hazards, to enforce fire prevention ordinances; and in the event of fire, to save life and property, to confine the fire to its origin, and to extinguish the fire with the least possible damage to the property by fire and water.
- B. All members of the Fire Department shall receive a copy of these Regulations and shall familiarize themselves with their content so that they may thoroughly understand the rules, regulations, and instructions contained therein and conduct themselves accordingly. As emergencies may arise from time to time which cannot be foreseen and for which no rule or regulation can be provided, it is expected and it shall be the duty of all members of the Department to act at such times with promptness and discretion.
- C. It is the duty of all members to see that these Rules and Regulations are enforced, and they will be held responsible therefore.
- D. Violations of these Rules and Regulations and neglect of duty by members of the Fire Department shall be placed before the Chief for recommended action.
- E. Each and every rule, regulation, general order, direction, or provision contained herein or otherwise issued or made is subject to repeal, change, or modification from time to time whenever in the judgement of the Fire Commission, and with approval of the Community Service District Board of Directors, it is deemed in the best interest of the Fire Department.
- F. These Rules and Regulations shall supersede and cancel all former Rules and Regulations, general and special orders, and directions issued prior to this date. All general and special orders are directions that may be issued hereafter relative to the discipline, duties, or powers of members shall be recognized as a portion of these Rules and Regulations and shall have equal force and effect.
- G. Whenever it is found that there is a lack of sufficiency in these Rules and Regulations for the governing of the Fire Department due to varying conditions, circumstances, and experiences, additional rules to cover the apparent deficiency will be formulated as expeditiously as possible.

CHAPTER II: ORGANIZATION

- A. The uniformed force of the Fire Department may consist of a Chief, other officers, and firefighters as the need arises.
- B. The entire paid and volunteer force shall be commanded by the Fire Chief. The paid force shall be organized into shifts and the volunteer force into platoons.
- C. A shift shall consist of the entire firefighting personnel on duty during a twenty-four hour period.
- D. A shift may be composed of Chief Officers, Captains, Firefighters, and other members as may be deemed necessary to properly maintain and use apparatus and equipment.
- E. A special detail shall consist of a member or members assigned by the Chief to such public service and hours of work he/she may see fit.
- F. The entire paid force (and members on special detail when deemed necessary) shall be divided as nearly equally as possible into three shifts designated "A", "B", and "C", respectively. Each shift will be on duty for twenty-four hours, in rotation, except as otherwise specified by the Rules and Regulations or by order of the Fire Chief.
- G. The term "members" used in these Rules and Regulations includes officers and firefighters.

CHAPTER III: DUTIES OF PERSONNEL

Section 1: DUTIES OF THE FIRE CHIEF

- A. The chief administrative officer and general manager of the Fire Department shall be known as the Chief of the Fire Department. The Chief shall have command and control of the paid and volunteer force, the extinguishment of fires, and the necessary and incidental protection of life or property in connection therewith. A member of the Fire Department may also be a law enforcement officer.
- B. The Fire Chief shall have full power, during a conflagration or similar emergency to temporarily suspend the operation of the three-shift system and to recall all off duty firefighters to serve.
- C. The Fire Chief shall make special reports upon any subjects which, in his judgement, require the attention of the Fire Commission or Board of Directors of the Marinwood Community Services District or upon the request of the Fire Commission or the Board of Directors.
- D. The Fire Chief may assign to special departmental duties such officers and members as may be necessary and shall regulate the hours of labor, manner of dress, and the duties of the officers and members so assigned.
- E. The office of the Chief shall be at the headquarters of the Fire Department, where he shall be in attendance daily during office hours, except on Saturdays, Sundays, and holidays and when not otherwise engaged in the business of the Department, or on leave of absence. Office hours of the Department shall be from 8:00 am until 4:30 PM.
- F. The Fire Chief may reprimand, relieve from duty, discipline, suspend, demote, or recommend for termination any member of the Fire Department for cause in such manner as is provided by the Fire Department Rules and Regulations and in the District's Policies Governing Employment.
- G. The Fire Chief or a duly authorized representative shall attend all meetings of the Board of Directors when requested by the District Manager.

- H. The Chief may call a meeting of all members or officers as often as it is necessary to discuss those matters that will be for the improvement and betterment of the Department and to hold critiques on large fires. All officers or members are to be present unless excused by the Chief.
- I. The Fire Chief shall report to the Fire Commission any member whom by reason of age, disease, accident, or any incompetency does not or cannot fully and promptly perform the duties required of him/her. This action shall be for the purpose of obtaining an expression of policy from the Commission before action is taken.
- J. The Fire Chief shall recommend to the Fire Commission the building of new firehouses, the purchase of new apparatus, hose, implements, etc., as necessary and the sale of old hose, equipment, etc., not needed for Department operation and shall furnish to the Commission and the Board annually a budget of the funds required for the ensuing year.
- K. The Fire Chief shall insure that accurate records are kept of all business transacted in the Department.
- L. The Fire Chief shall cause all fires to be extinguished with the least possible danger to life and property and shall prevent unnecessary damage by water or other extinguishing agents at fires.
- M. The Fire Chief shall have the power to assign all subordinates and companies to fire duty and shall make or cause to be made all assignments, transfers, and details as may be for the best interests of the Department.
- N. The Fire Chief shall insure, through direction of his subordinates, that the premises on which fires occur are left in such a condition that fire will not rekindle and cause further damage to life or property.
- O. The Fire Chief shall insure that an eligibility list of potential future employees is compiled based on the results of physical, written and oral testing. The Fire Chief shall hire new Fire Department members from this list, which will be compiled as the need arises, for approval by the Commission and the Board.
- P. The Fire Chief shall have the right to terminate temporary and initial probationary members prior to reporting to the Fire Commission.

- Q. The Fire Chief shall use the Department chain of command, where possible for issuing of orders or instructions and for frequent consultation.
- R. The Fire Chief shall have the power and authority to manage and control such organizational subdivisions as in his/her judgement may be appointed or organized for the best interests of the Department.
- S. If the Fire Chief is absent from duty for an extended period of time, he/she shall designate a member from the next lower rank of Officer-in-Charge who will assume all duties of the Fire Chief position as directed by the Fire Commission. The member shall be from the paid staff. The Fire Chief shall immediately notify the Chairman of the Fire Commission of his intended absence.
- T. The Fire Chief shall conduct periodic inspections of personnel, uniforms, quarters, and equipment of the Department, and thoroughly note any evidence of neglect, carelessness, or improper attention to duty, and take corrective action if deficiencies are found.
- U. The Chief shall maintain adequate personnel files which shall contain items designated in the Personnel File checklist and written records of events which illustrate the employees performance.
- V. The Fire Chief shall conduct evaluations of permanent employees at least once annually to occur one month before the anniversary date of employment: and at least monthly for probationary employees. All evaluations shall be in writing and discussed with the employee. Both shall sign.
- W. Nothing contained in these Rules and Regulations shall be construed to limit the power and authority granted the Fire Chief by the Board or Fire Commission, the District ordinances, or other applicable statutes (State or Federal laws) in the extinguishing of fires and in taking the necessary precautions to prevent the spread thereof nor shall his inherent or statutory responsibility as the District official charged with the protection of life and property from fire be limited to these Rules and Regulations.

X. In summary, a Fire Chief has responsible charge of the administration and operation of the Fire Department which involves the broad knowledge and thorough understanding of modern fire administration, fire suppression, fire prevention, fire training, and methods to facilitate the determinations of varied work problems. The Fire Chief works independently in supervising all technical and general operations and in seeing that desired work results are achieved. In addition to administrative responsibilities, the Fire Chief will be expected to supervise, direct, and participate in the activities at the scene of emergencies.

CHAPTER IV: PERSONAL CONDUCT, APPEARANCE, & DISCIPLINE

SECTION 1: CONDUCT

A. No officer or member shall:

- (1) Neglect to thoroughly familiarize themselves with these Rules and Regulations and every amendment thereto, as well as with the instructions affecting the operations of the Department.
- (2) Absent themselves from fires, quarters, or any other duty without permission of the Chief.
- (3) Accept any reward, gift or donation without permission of the Chief.
- (4) Make a false statement or report with intent to deceive.
- (5) Possess, consume, or be under the influence of intoxicating liquor or drugs while on duty or on the premises of the Department.
- (6) While on duty, commit any act for which he/she may be arrested or imprisoned.
- (7) Use indecent, profane, uncivil, or boisterous language at fire or in quarters.
- (8) Engage in altercations while on duty or in quarters.
- (9) Disturb, unnecessarily, the sleep of those in the dormitory.
- (10) Sit or lounge on apparatus.
- (11) Lounge about quarters in any state of undress.
- (12) Wash or repair his personal automobile on Department property without permission of the Chief.

SECTION 2: UNIFORMS

A. STYLE OF UNIFORMS:

Uniforms for officers and members shall be of a style specified herein.

B. CLASSES OF UNIFORMS:

Uniforms are categorized as to class and will be referred to by the proper designation:

Class A - Chief of the Department and Paid Personnel

Class B - All personnel

Class C - Safety equipment (turnout gear)

CLASS A UNIFORM SHALL CONSIST OF:

Coat: Navy blue "IKE" style jacket.
Pants: Navy blue wool pant.
Shirt: White, short sleeves, two pockets, permanent press.
Tie: Black.
Socks: Black, if visible.
Belt: Black, bask weave no ornamental buckle.
Shoes: Black, smooth leather shoes or boots that will take a shine.
Soft Hat: White regulation with white patent leather visor and one-half inch gold colored expandable metal trim strap.

CLASS B UNIFORM SHALL CONSIST OF:

Jacket: Lyons type; navy blue; inner liner optional.
Pants: Black slacks (Chief Officer)
or
Nomex; navy blue.
Shirt: White, short sleeves, Lyons type, two pockets, permanent press (Chief Officer)
or
Dark blue with white buttons, short or long sleeves; Flying Cross type.
Socks: Black if visible.
Belt: Black, basket weave no ornamental belt buckle.
Shoes: Black, smooth leather shoes or boots that will take a shine and are CAL OSHA approved.

T-shirt: If worn, shall be navy blue in color, with the Maltese cross on the left breast and displaying "Marinwood Fire Department" in white letters. "Marinwood" shall be displayed on the upper portion of the cross, and "Fire Dept." shall be displayed on the lower portion of the cross. T-shirts can be worn in lieu of uniform shirts at such times that a high probability of soiling and or damage to uniform shirts exists.

CLASS C UNIFORMS SHALL CONSIST OF:

Turnout coat: Marinwood Fire Department as issued.
Brush coat: Marinwood Fire Department as issued.
Turnout pant: Marinwood Fire Department as issued.
Brush pant: Marinwood Fire Department as issued.
Turnout boots: Marinwood Fire Department as issued.
Helmet: Marinwood Fire Department as issued or CAL OSHA approved leather purchased by employee.
Gloves: Marinwood Fire Department as issued.
Nomex Hood: Marinwood Fire Department as issued.
Long Sleeve Tee
Shirt: Marinwood Fire Department as issued.

Special Clothing: Coveralls - Marinwood Fire Department as issued.

C. BADGES AND INSIGNIAS:

1. The official departmental badge shall be centered above the left pocket on the Class A and Class B uniform and in the appropriate holder. It shall not be carried in a conspicuous manner when out of uniform.
2. The name badge shall be worn over the right breast pocket of the shirt or similar position on the jacket on the Class A and Class B uniform by all personnel. It shall be centered above the pocket with the lower edge resting on the pocket.
3. Label pins shall be worn by all personnel while wearing the Class B uniform. They shall be centered on the collar tip of the shirt.
4. The identification card assigned to an employee shall be carried on the person at all times while on duty and at the employee's discretion while off duty.

D. MAINTENANCE OF UNIFORMS:

1. It is the responsibility of the firefighter to keep their uniform clean, neat, and serviceable. Members shall keep Class C Uniforms and Equipment free of mud, dirt, etc., by following the Protective Clothing policy in the Department's manual of Operations.
2. Class C uniforms that require repair shall be cleared through the Fire Chief prior to having the item repaired.
3. The Fire Chief shall inspect uniform articles that are damaged or worn beyond repair prior to authorizing replacement.

E. WEARING OF CLASS A AND CLASS B UNIFORMS:

1. Members shall not wear the uniform or any part thereof which will identify them as a member of the Department while off duty, except as permitted by the Fire Chief. Off-duty members participating in Department-sanctioned activities shall be allowed to wear the uniform which is appropriate.
2. All members shall wear the Class B uniform on a twenty-four hour shift basis except as authorized by the Fire Chief.
3. When new uniform styles or materials are adopted, reasonable time will be allowed for the continued wearing of old style uniforms.

F. WEARING OF CLASS C UNIFORM:

1. The Class C uniform or portions thereof, is to be worn as described in the following paragraphs:

Turnout Coat: All personnel must wear the turnout coats under the following conditions:

- a) When responding to an emergency, except as appropriate and/or as directed by the officer in charge.
- b) During active structural firefighting activities, until such time as it is declared safe to remove by the officer in charge.
- c) When participating in Hazardous Materials Incidents.
- d) When participating in emergency medical and/or rescue operations involving vehicle accidents where injury could occur.

- e) When participating in training exercises. Exceptions, when appropriate, are at the discretion of the officer in charge.
- f) At any other time that good judgement indicates turnout coat should be worn to prevent injury.

HELMET: All personnel must wear helmets under the following conditions:

- a) When responding to an emergency except as appropriate and/or as directed by the officer in charge.
- b) When engaging in active firefighting operations.
- c) When participating in Hazardous Material Incidents.
- d) When participating in emergency medical and/or rescue operations involving vehicle accidents where injury could occur.
- e) When participating in training exercises. Exceptions, when appropriate, are at the discretion of the officer in charge.
- f) At any other time that good judgement indicates helmet should be worn to prevent injury.

TURNOUT PANTS AND BOOTS: All personnel must wear turnout pants and boots under the following conditions:

- a) When responding to an emergency, except as appropriate, and/or as directed by the officer in charge.
- b) When engaging in active structural firefighting activities.
- c) When participating in Hazardous material Incidents.
- d) When participating in emergency medical and/or rescue operations involving vehicle accidents where injury could occur.
- e) When participating in training exercises. Exceptions, when appropriate, are at the discretion of the officer in charge.
- f) At any other time that good judgement indicates turnout pants and boots should be worn to prevent injury.

WILDLAND EQUIPMENT: Wildland equipment is to be substituted for turnout coats, turnout pants and turnout boots when fighting wildland fires.

GLOVES: All personnel are to wear gloves when engaging in fire operations; when participating Hazardous Materials Incidents; and when involved in emergency medical and/or rescue operations as appropriate. When appropriate, gloves are to be worn in training exercises and other such times that the officer in charge deems it appropriate.

G. LOCATION OF TURNOUTS:

Turnout coats, turnout pants and boots, helmets, wildland equipment and other safety equipment shall be readily available and so located as to facilitate donning during an emergency for on-duty personnel, and stored in appropriate locations designated by the Chief when off duty.

SECTION 3: APPEARANCE

- A. It is the responsibility of each member of the Department to present a neat appearance at all times.
- B. Members shall be in the proper uniform unless they have been exempted from wearing the uniform by the Chief. Uniforms shall be neat, clean, and presentable at all times.
- C. Members shall have their hair cut, styled, or trimmed so that they are neatly groomed. Hair will present a tapered appearance, and its length and bulk will not be excessive or present a ragged, unkempt, or extreme appearance. Hair may cover the top half of the ear and may extend to the top edge of the uniform collar when a member is standing in a normal erect position.
- D. If a member desires to wear sideburns, they will be neatly trimmed, and the base will be in a clean-shaven horizontal line, sideburns may extend down so that they are even with the lowest part of the ear and may have a maximum width at the bottom of one and three-quarters (1-3/4) inches.
- E. Neatly trimmed mustaches are permissible. They may extend down to the lower edge of the upper lip (so long as the lower edge of the upper lip is clearly visible), three-quarters (3/4) of an inch beyond the corner of the mouth and downward at this point even with the bottom edge of the lower lip.
- F. Members must be clean- upon reporting for duty and shall keep clean- throughout their tour of duty. Beards are not permitted.
- G. The wearing of a wig by a member when in uniform is permitted only to cover natural baldness or a physical disfiguration. When worn, it will conform to all grooming standards listed above.
- H. In no case will the bulk or length of hair interfere with the proper wearing of any Department head gear or respirator face mask, or present a hazard of personal injury from fire.

SECTION 4: DISCIPLINE

- A. Every member of the Department shall be subject to reprimand, suspension, reduction in rank, deduction of pay, or dismissal from the Department, according to the nature of the offense, for any violation of any of the Rules and Regulations or General Orders of the Department now in force or that may hereafter be issued, after having been given an opportunity to be heard in his or her own defense.
- B. Punishment for infraction of any of the Rules and Regulations or the Department shall be determined by the Chief, and approved by the Fire Commission.
- C. It is the duty of all officers of the Department to take notice of the Rules and Regulations and General and Special Orders of the Department and to prefer or cause to be preferred charges against any person violating them, forwarding the charges through regular channels to the Chief. Charges may be drawn for any of the following specifications:
 - Intoxication.
 - Neglect of duty.
 - Absence without leave.
 - Disobedience of orders, rules or regulations.
 - Conduct prejudicial to good order.
 - Cowardice under emergency.
- D. A member of the Department who has been subject to disciplinary action shall have the right of appeal in accordance with the grievance procedure.

CHAPTER V: APPARATUS & FACILITIES

SECTION 1: GENERAL

A. No officer or member shall:

- (1) Lend, sell, or give away any Fire Department or public property.
- (2) Alter or change any Department building, appliance, or fixture without permission of the Chief.
- (3) Abuse Department property.
- (4) Handle carelessly or recklessly any Department *equipment* or vehicle.
- (5) Place or hang Department or personal property on apparatus in a manner that will detrimentally affect its use or finish.
- (6) Change or alter the arrangement of firefighting equipment on apparatus or elsewhere or otherwise disarrange the prevailing system, without prior approval of the Chief.

B. Use of Department Vehicles.

- (1) All travel for the Fire Department within Marin County will first be authorized by the Chief, and Department vehicles will be used for such travel. Unless otherwise directed by the Chief, personal vehicles will be used for travel outside Marin County.
- (2) The use of Department vehicles for other than official business must be approved by the Chief or Officer-in-Charge.

C. Long-distance telephone calls of a personal nature, from Department telephones, will be placed collect or otherwise paid for by the caller.

SECTION 2: DRIVING RULES

- A. Firefighters detailed to operate engines and other apparatus shall respond to all alarms at a rate of speed that is safe at all times. The maximum speed shall be set by the Fire Chief.
- B. Drivers shall, at all times, have complete control over their apparatus, at no time exceeding a rate of speed beyond that which is reasonably safe when responding to emergencies and when returning from emergencies, they shall be governed by the California Vehicle Code.
- C. Drivers shall maintain a low rate of speed when passing over excavations, descending grades, traveling over wet pavements, etc., and shall not race or attempt to pass another apparatus unless it is disabled.
- D. In case of traffic accident it shall be the duty of the driver to notify the proper police authority and/or complete appropriate accidents report (s).
- E. Members shall not drive over hose except where unavoidable and where possible shall lead hose on the fire side of the street close to the curb, keeping apparatus from the center of the street.
- F. Drivers of apparatus other than engines shall not stop their apparatus in front of a hydrant or in front of a fire where they are likely to hinder the operations of the Engine Companies.
- G. Members detailed to drive shall not make or cause to be made any changes, or adjustments to the apparatus, except when necessary to answer alarms, without first having obtained permission from the Fire Chief. When such changes or adjustments are made without permission, they shall be reported to the Fire Chief as soon as possible.
- H. When it is proven that damage to apparatus or to citizens or their property is the result of a violation of a driving rule, or from reckless or careless handling of an apparatus, the offender shall be subject to suspension without pay, or dismissal from the Department.
- I. Drivers shall perform such other duties as may be required of them by their superiors and the Rules and Regulations of the Fire Department.

J. In the event of an emergency on the freeway or west of Westgate Drive, volunteers are to report to the station. If volunteers feel that they can respond in time to meet the engines at the on-ramp or at Westgate Drive, the engine may stop, and they may board. If any further assistance is needed, response will be by other Department vehicles.

CHAPTER VI: PUBLIC RELATIONS

SECTION 1: COURTESY AND SERVICE

- A. The motto of the Fire Department shall be "Courtesy and Service."
- B. Each member of the Department will strenuously endeavor to:
- (1) Treat each person seeking information with the courtesy that springs from genuine friendliness and respect, including fellow officers and firefighters.
 - (2) Have more thought for the caller's satisfaction than for the importance of the transaction.
 - (3) Be accurate in statements concerning the business of the Department.
 - (4) Be as attentive to the person requesting unimportant information as to the one whose needs are more elaborate.
 - (5) Be patient with the caller who is provoked, prompt with the person who is hurried, sympathetic with the caller who is puzzled, considerate with those who are difficult to satisfy, and hospitable to those who are strangers in the community or to the Department.
 - (6) Seek a clear understanding of the caller's exact requirements in order that information may be presented which is precisely the thing that is desired.

SECTION 2: VISITORS

- A. Visitors shall be politely escorted through the quarters and proper explanations made. The public shall not be permitted to loiter in or around the station. Children shall be accompanied by an adult when visiting the station.

SECTION 4: GRIEVANCE PROCEDURE

A. Members are encouraged to promptly present to the Chief any complaint or request which they have concerning any aspect of their working conditions. Only those items defined in Section B shall constitute a grievance entitled to be heard under the grievance procedure. Furthermore, grievances or complaints shall not interfere with the continuity, safety, or efficiency of the Department.

B. The term "Grievance" as used in these Rules and Regulations shall mean a complaint by an employee, or group of employees, against the District alleging failure to comply with the provisions of these Rules and Regulations or the Non-Binding Memorandum of Understanding between the Marinwood Firefighter's Local 1775 and Marinwood Community Services District.

C. Grievances or complaints which may arise shall be settled in the following manner:

Step 1 - The employee shall submit, individually or through the Union, the grievance in writing within thirty days of the date of occurrence of the event on which the grievance is based. The grievance must state the specific nature of the occurrence giving rise to the grievance, the section or sections of the Rules and Regulations or the Non-Binding Memorandum of Understanding claimed to have been violated, and the relief sought. The Chief shall reply in writing within ten days from the receipt of the grievance.

Step 2 - If the employee is not satisfied with the answer, he/she may, either individually or through the Union, appeal the matter to the District's Fire Commission. Such appeal shall be made in writing within five working days of the Chief's answer and shall include a request for a meeting with the Fire Commission. Such a meeting shall be held within thirty days after the request has been received. The Commission shall give its decision in writing within five days after this meeting.

Step 3 - If the employee is not satisfied with the answer, he/she may, either individually or through the Union, appeal the matter to the District's Board of Directors. Such appeal shall be made in writing within five working days of the Fire Commission's answer and shall include a request for a meeting with the Board. Such a meeting shall be held within thirty days after the request has been received. The Board shall give its decision in writing within ten working days after this meeting.

D. In calculating elapsed time, Saturdays and Sundays, and holidays recognized in the Non-Binding Memorandum of Understanding shall not be counted. Time limits specified above will apply unless extended by mutual agreement in writing between the parties. If time limits as specified above or as extended by mutual agreement are not met by the initiating individual, the matter shall be considered abandoned.

CHAPTER VIII: DEFINITIONS

Assistant Chief	The title of the Officer directly under the Chief of the Department.
Chief Officer	Chief of the Department, Deputy Chief, Assistant Chiefs, Battalion Chiefs, Division Chiefs.
Superior Officer	Any Officer of the next higher rank.
Subordinate	A member who stands in rank below another.
Apparatus Operators	Members who drive or control the movements of automotive equipment or have responsibility for the operation of fire pumps.
Volunteer Firefighter	Citizen who is a member of the Fire Department.
Regular or Paid Firefighter	Firefighter regularly employed on the Fire Department on a monthly salary.
Examining Physician	Any medical authority duly established and recognized within the Department, or any member of the medical staff of a receiving hospital.
General Order	Any order of permanent character which requires the attention of all Department personnel. Each General Order shall bear a serial number.
Special Order	Any order temporary in character and effect or one which may affect or require the attention of a certain group within the Department. Each Special Order shall bear a serial number.
Special Notice	A notice issued by the Chief or other authority for the guidance or information of some or all the personnel of the Department.

Emergency Order	Any order, whether of General or Special nature, which may be issued by means other than through an official bulletin regularly issued. The full text of emergency orders, if of any value for permanent reference, will be repeated in a succeeding issue of an official bulletin as General or Special Orders.
Communications	Interchange of correspondence or messages.
Regular Channels	In communications, to forward orders or information through ascending or descending ranks or grades of officers and members.
Unit	One company, one piece of apparatus, or a single thing.
First In or First Due	The one that is first to arrive.
Shift	Twenty-four hours; a member or unit of Firefighters who work in turn with other shifts.
Half-Shift	Ten hours (8:00 a.m. to 6:00 p.m.) or Fourteen hours (6:00 p.m. to 8:00 a.m.)
Light Duty	Any work that a member can do when unable to perform full duty.
Quarters	Any engine house, dormitory, Department building, office, storeroom, workroom, station, shop, or place wherein members are assigned and employed during their working hours.
Christian Name	The first or given name.
Surname	The last name or family name.
Officer-in-Charge	A paid member designated by the Chief to take charge of a shift or the Department during the Chief's absence.
Member	Any officer or firefighter.

Special Detail

A member or members assigned by the Chief to such public service and hours of work as he/she may deem necessary.

Platoon

The entire firefighting personnel on duty during a twenty-four-hour period.

Shift Personnel

Those personnel working twenty-four-hour shifts.

Day personnel

Those personnel working eight-hour days (as opposed to shift personnel).

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FIREFIGHTER

Firefighters are responsible for the protection of life and property through firefighting activities, emergency medical services, fire prevention and Community Fire Servicing. A major portion of firefighters work involves participating in inspection activities, supervised drills and training, and routine maintenance of equipment, apparatus and stations. Work at incident scenes and the fire station is normally performed under the supervision of a fire captain.

Qualifications

- Minimum of 18 years of age.
- Proof of US Citizenship.

Training

- Valid High School Diploma or GED
- Possession of valid State of California Driver's License
- Completion of a California State Board of Fire Service Firefighter I
- Possession of a current EMT -1 Certificate (or EMT-Paramedic)
- Possession of a current AHA CPR for the Healthcare Provider Card
- Confined Space Rescue – Awareness (7 Hrs)
- Hazardous Materials First Responder – Operational (16 Hrs)
- ICS – 200 Basic Incident Command (SEMS Equivalent)
- FSTEP Auto Extraction (16 Hrs)
- CICC / NWCG S130 – Wildland Firefighter Type II
- CICC / S190 – Intro. to Wildland Fire Behavior
- CICC / NWCG S131 – Advanced Firefighter / Squad Boss

Within Six (6) Months of Hire

- California Department of Motor Vehicle Class “B” Permit, Firefighters Restricted Drivers License with the Tank and Air Brakes Endorsements.
- SIDS, Blood Borne Pathogen, and START Triage Training
- Marin County / San Rafael EMT- Defibrillator Program.

Within One (1) Year of Hire

- Completion of The Marin County Fire Department Wildland Academy
- Completion of the CPF/JAC Terrorism Consequence Management course

Examination

The evaluation for the position of firefighter consists of the following:

- Written examination
- Physical agility
- Oral Interviews (Peer and Chief's Interviews)
- Review of California Driving Record and LIVESCAN Application.
- Pre-employment medical exam and drug screening test

Interview

Applicants who have successfully completed the examination process will be placed on an "Eligibility List." The Department utilizes the firefighter eligibility list to schedule applicants for pre-employment interviews.

Note: Current Marinwood Volunteer Firefighters in good standing, with a minimum of 6 months in the department at the time of application will receive an additional 2.5 points applied to the Oral Interview test score.

Preparation

Applicants for the position of firefighter should be able to read and comprehend material encountered at grade level 14. In addition, beginning a regular physical conditioning program in advance greatly improves performance on the physical agility test.

Probationary Period

- On year with Six (6) month evaluations.
- Six month manipulative test
 - Twelve month final written exam, manipulative exam and evaluation

FIREFIGHTER/PARAMEDIC

Firefighter/Paramedics are responsible for the protection of life and property through firefighting activities, emergency medical services, fire prevention and Community Fire Servicing. A major portion of their work involves participating in inspection activities, supervised drills and training, and routine maintenance of equipment, apparatus and stations. Work at incident scenes and the fire station is normally performed under the supervision of a fire captain.

Qualifications

- Minimum of 18 years of age.
- Proof of US Citizenship.

Training

- Valid High School Diploma or GED
- Possession of valid State of California Driver's License
- Completion of a California State Board of Fire Service Firefighter I.
- Possession of a current EMT -1 Certificate (or EMT-Paramedic)
- Possession of a current AHA CPR for the Healthcare Provider Card
- Confined Space Rescue – Awareness (7 Hrs)
- Hazardous Materials First Responder – Operational (16 Hrs)
- ICS - 200 Basic Incident Command (SEMS Equivalent)
- FSTEP Auto Extrication (16 Hrs)
- CICCS / NWCG S130 – Wildland Firefighter Type II
- CICCS / NWCG S190 – Intro. To Wildland Fire Behavior
- CICCS / NWCG S131 – Advanced Firefighter / Squad Boss
- NAEMT National Registry Paramedic Certification
- California State Paramedic Certification (P Card)
- Must be able to become accredited with the Marin EMS Agency within 6 months of hire and prior to working in ALS Capacity.
- AHA Advanced Cardiac Life Support (ACLS)

Desirable

- Minimum of One (1) year experience working as a Paramedic
- Either: Pre-hospital Trauma Life Support (PHTLS) or International Trauma Life Support (ITLS)
- Either: Pediatric Advanced Life Support (PALS) or Pediatric Education for Pre-hospital Providers (PEPP)

Within Six (6) Months of Hire

- California Department of Motor Vehicles Class "B" License or DMV DL 88 Endorsement Card or Firefighter Endorsement on DMV H6 Driving Record

- SIDS, Blood Borne Pathogen, and START Triage Training
- Marin County / San Rafael EMT- Defibrillator Program.

Within One (1) Year of Hire

- Completion of The Marin County Fire Department Wildland Academy
- Completion of the CPF/JAC Terrorism Consequence Management course

Examination

The evaluation for the position of firefighter consists of the following:

- Written examination or FCTC Card
- Valid CPAT Card
- Oral interviews (Peer and Chief's Interviews)
- Paramedic Skills Assessment Center
- Background Investigation and Psychological evaluation
- Review of California Driving Record and LIVESCAN Application.
- Pre-employment medical exam and drug screening test

Interview

Applicants who have successfully completed the examination process will be placed on an "Eligibility List." The Department utilizes the firefighter paramedic eligibility list to schedule applicants for pre-employment interviews.

Note: Current Marinwood Volunteer Firefighters in good standing, with a minimum of 6 months in the department at the time of application will receive an additional 2.5 points applied to the Oral Interview test score.

Preparation

Applicants for the position of firefighter paramedic should be able to read and comprehend material encountered at grade level 14. In addition, beginning a regular physical conditioning program in advance greatly improves performance on the physical agility test.

Probationary Period

- One year with Six (6) month evaluations.
- Six month manipulative test
- Twelve month final written exam, manipulative exam and evaluation

ACTING ENGINEER

The acting engineer is responsible for the operation and maintenance of fire apparatus and related equipment.

The acting engineer must be a skilled driver, capable of driving fire apparatus under normal traffic conditions, as well as when responding Code Three to emergency incidents. Acting Engineers must be familiar with the traffic laws and regulations of the State of California, as well as driving rules and operational procedures of the Marinwood Fire Department. Area familiarization is essential for the Acting Engineers response areas.

Acting engineers may be assigned to engine companies, or support equipment. In addition to maintaining and operating fire apparatus, engineers are required to operate and perform routine checks and minor maintenance on a variety of small power tools.

Qualifications

- Meet or exceed all qualifications for the position of Firefighter
- Candidates for the position of Acting Engineer are required to have Six (6) months of paid experience with Marinwood Fire Department.
- California Department of Motor Vehicle Class "B" License, Firefighters Restricted Drivers License with the Tank and Air Brakes Endorsements.
- Internally Certified as an Engineer with the Marinwood Fire Department.
- Successful Evaluation of safe Driving during 25 Code Three Calls.
- Code 3 Driving / Emergency Vehicle Operators Course.
- Off Road Driving Course

Desirable:

- CFSTES Driver / Operator 1A
- CFSTES Driver / Operator 1B
- State Board of Fire Services Driver / Operator 1

FIRE ENGINEER

The fire engineer is responsible for the operation and maintenance of fire apparatus and related equipment.

The fire engineer must be a skilled driver, capable of driving fire apparatus under normal traffic conditions, as well as when responding Code Three to emergency incidents. Engineers must be familiar with the traffic laws and regulations of the State of California, as well as driving rules and operational procedures of the Marinwood Fire Department. Area familiarization is essential for the Engineers response areas.

Fire engineers may be assigned to engine companies, or support equipment. In addition to maintaining and operating fire apparatus, engineers are required to operate and perform routine checks and minor maintenance on a variety of small power tools.

The fire engineer may be required to act out-of-classification as a company officer (see Acting Captain requirements). They must be able to direct company members in the performance of departmental programs until relieved by a ranking officer.

Qualifications

- Meet or exceed all qualifications for the position of Firefighter
- Candidates for the position of Fire Engineer are required to have one and one half years (18 months) of paid experience with Marinwood Fire Department. Minimum of Six (6) months as an Acting Engineer.
- California Department of Motor Vehicle Class "B" License, Firefighters Restricted Drivers License with the Tank and Air Brakes Endorsements.
- Internally Certified as an Engineer with the Marinwood Fire Department.
- CFSTES Driver / Operator 1A
- CFSTES Driver / Operator 1B
- State Board of Fire Services Driver / Operator 1
- Code 3 Driving / Emergency Vehicle Operators Course.
- Off Road Driving Course

Examination

A total personnel assessment technique may be utilized to competitively evaluate each candidate. A minimum score of 75% or higher on each portion will place the candidate on the eligibility list.

The examination of the engineer will consist of the following:

- Written examination
- Skills Evaluation
- Oral Interview
- Assessment Center Process

Preparation

Candidates for fire engineer are encouraged to enroll and complete the following courses:

- Fire Hydraulics
- Fire Apparatus and Equipment
- Supervisory and Company Operations
- Pump Operation

Candidates for fire engineer should prepare for the position by operating apparatus under non-emergency conditions as frequently as possible. Occasional acting roles will provide additional experience under Code Three conditions.

ACTING CAPTAIN

The Acting Captain is an out of classification title the first level of supervision. Acting Captains are responsible for carrying out the objectives of the organization. Acting Captains must ensure their individual units are able to provide quality service to the public in fire suppression, fire prevention, emergency medical services and public education. This responsibility requires the ability to manage all department programs at the company level. To accomplish their duties, Acting Captains must have the ability to interact effectively with the members of their company, department managers, and the general public.

All Acting Captains should have strong leadership and communication skills, and possess the ability to plan and supervise work and manage schedules.

Qualifications

- Three (3) years full time experience with the Marinwood Fire Department.
- Minimum of One (1) year as an Acting Engineer in the Marinwood Fire Department.
- Meets or exceeds all qualifications for the ranks of Firefighter and Engineer.
- Hazardous Materials First Responder – Incident Command (or CFSTES Fire Command 1B prior to 1998)
- CFSTES Fire Command 1A
- CFSTES Fire Command 1B
- CFSTES Management 1
- ICS – 300 Intermediate Incident Command (SEMS Equivalent)
- CICC / NWCG S230 Crew Boss
- CICC / NWCG S231 Engine Boss
- CICC / NWCG S290 Intermediate Fire Behavior
- CICC / NWCG S205 / 215 Fire Operations in the Urban Interface
- Successful Completion of Ten (10) Evaluated Shifts under the supervision of a Fire Captain

Desirable

- Fire Officer Certification.
- CICC / NWCG S212 Power Saws
- CICC / NWCG S234 Firing Operations
- CICC / NWCG S270 Basic Air Operations
- 30 Unit Certificate in Fire Technology or an AS Degree

FIRE CAPTAIN

The fire captain is the first level of supervision. Captains are responsible for carrying out the objectives of the organization. Captains must ensure their individual units are able to provide quality service to the public in fire suppression, fire prevention, emergency medical services and public education. This responsibility requires the ability to manage all department programs at the company level. To accomplish their duties, fire captains must have the ability to interact effectively with the members of their company, department managers, and the general public.

Candidates for fire captain must have a good working knowledge of incident command system, firefighting tactics and strategies, emergency medical service operations and hazardous materials. As company officers, fire captains are responsible for assuming command of incident scenes until relieved by a command officer.

All fire captains should have strong leadership and communication skills, and possess the ability to plan and supervise work and manage schedules.

Qualifications

- Four (4) years full time experience with the Marinwood Fire Department.
- Minimum of One (1) year as an Acting Captain in the Marinwood Fire Department.
- Meets or exceeds all qualifications for the ranks of Firefighter and Engineer.
- State Board Of Fire Services Firefighter II Certification.
- State Board Of Fire Services Fire Officer Certification.
- Hazardous Materials First Responder – Incident Command (or CFSTES Fire Command 1B prior to 1998).
- Rescue Systems 1
- CICC / NWCG S230 Crew Boss
- CICC / NWCG S231 Engine Boss
- CICC / NWCG S290 Intermediate Fire Behavior
- CICC / NWCG S205 / 215 Fire Operations in the Urban Interface

Desirable

- CICC / NWCG S212 Power Saws
- CICC / NWCG S234 Firing Operations
- CICC / NWCG S270 Basic Air Operations
- 30 Unit Certificate in Fire Technology or an AS Degree

Examination

A total personnel assessment technique may be utilized to competitively evaluate each candidate. A minimum score of 75% or higher on each portion will place the candidate on the eligibility list. Promotion from the eligibility list will include a staff evaluation as a recommendation to the Fire Chief.

The examination process for fire captain will contain the following:

- Written examination
- Oral interviews (Peer Review)
- Chiefs Interview
- Assessment Center process

Preparation

Education

Suggested courses for candidate applying to Fire Captain are:

- Instructional Methodology
- Managing Organizational Behavior
- Time Management
- Human Resource Management
- Fire Officer Series
- Firefighting Tactics and Strategy
- Technical Writing
- Hazardous Materials
- Fire Prevention Techniques
- Fire Investigation

These courses provide the base of technical knowledge that is required of a fire captain.

Experience

Candidates for fire captain should begin to prepare for a supervisory position early in their careers. Active participation in all Department programs as a firefighter, paramedic, fire engineer or fire inspector provides firsthand knowledge of the duties that a fire captain is responsible for supervising.

**Revised Side Letter Agreement
Between
Marinwood Community Services District
And
Marinwood Firefighters' Local 1775**

Pursuant to the negotiations process for a successor agreement and counter proposal presented to the District by the Association, the parties agreed to include this Side Letter Agreement addressing the: 1) removal of staffing language from the body of the Memorandum of Understanding; and, 2) providing a level of protection from the District exercising its management right to reduce its force through layoffs. The parties agree to the following:

Staffing Language

The staffing language will be removed from the body of the Memorandum of Understanding and contained in this side letter for the duration of the term of this Memorandum of Understanding.

1. The parties acknowledge that the MOU has historically included the following language:

The District shall maintain a Full-Time Paid Professional firefighting force of at least Ten (10), excluding the Department Head, and a minimum manning level of Three (3) Full Time Paid Professional personnel on duty at all times consisting of a minimum of 1 Captain / Acting Captain, 1 Engineer / Acting Engineer, and 1 Firefighter. The tenth Firefighter may be assigned to the Relief Position with that person's hours assigned by the Fire Chief to cover Sick, Vacation, Education and Compensatory Time, as well as miscellaneous assignments. Personnel shall meet or exceed the requirements as set forth in the adopted Job Descriptions.

2. The parties disagree over whether staffing is a mandatory subject of bargaining.
3. The District recognizes that by agreeing to move the staffing language from the body of the MOU, the Marinwood Firefighters have not waived their right to litigate any changes in staffing by the District. At the time the District modifies staffing and the Union believes such action violates the staffing language in 1, above, the Union will have fifteen (15) calendar days to challenge the District's action. By failing to challenge the District's actions within fifteen (15) calendar days, the Union shall have waived its right to challenge the District's action.
4. Effective as of the adoption of the successor MOU for Fiscal Year 2015-2016 through Fiscal Year 2020-2021, the parties agree to amend the staffing language quoted above as follows:

The District shall maintain a Full-Time Paid Professional firefighting force of at least Nine (9), excluding the Department Head, and a minimum manning

level of Three (3) Full Time Paid Professional personnel on duty at all times consisting of a minimum of 1 Captain / Acting Captain, 1 Engineer / Acting Engineer, and 1 Firefighter. Personnel shall meet or exceed the requirements as set forth in the adopted Job Descriptions.

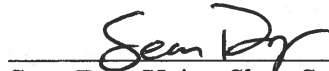
Layoff Language

If the District exercises its right to layoff of any suppression member of Local 1775 with full-time status as of July 1, 2012, the parties agree that, upon the effective date of said layoffs (i.e., the actual date an employee is released from employment through layoff), the District will pay 4.5% of the employee's contribution to the Public Employees Retirement System. The parties understand that this provision applies only to the actual layoff of a District employee in this bargaining unit. A simple notice of layoff is not sufficient to trigger this provision. Moreover, this section is not intended to apply to any other type of separation from employment including but not limited to voluntary resignation or separation for disciplinary reasons.

Agreed by:



Eric Dreikosen, District Manager



Sean Day, Union Shop Steward

Date: 12/20/18

Date: 12/20/18