

**BINDING MEMORANDUM OF UNDERSTANDING**

**Between**

**MARINWOOD FIREFIGHTERS' LOCAL 1775**

**And**

**MARINWOOD COMMUNITY SERVICES DISTRICT**

Adopted October 9, 2012

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**Between**  
**MARINWOOD FIREFIGHTERS' LOCAL 1775**  
**And**  
**MARINWOOD COMMUNITY SERVICES DISTRICT**

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## **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.

## **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 to a period of six months or less.

## **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.

## **HOURS**

The hours of work shall be 182 hours minimum/192 hours maximum in each 24-day 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, and relief firefighters shall be on duty forty hours per week on the basis of eight hours per day.

## **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.

## **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, Engineers, and Captains who have completed ten (10) years of service with the Marinwood Fire Department.

## **BASIC RATE OF PAY - OVERTIME PAY**

The basic rate of pay is the annual salary divided by 2,912 hours. Overtime shall be paid at the rate of one and one-half times the basic rate of pay, plus incentives, and shall be paid for all overtime hours beyond the normal work schedule, which averages 56 hours per week.

## **CALL-BACK PAY**

All employees covered by the terms of this Memorandum who are called back to work from off-duty by the Chief or his representative shall be paid not less than the basic rate of pay, plus incentives, for one and one-half hours.

## **COLLEGE INCENTIVE PAY**

Full-time regular firefighters shall receive college incentive pay as follows: 2.5% above the base rate for Firefighter, Engineer or Captain for 15 units in Fire Technology, and 5% for 30 units in Fire Technology, an Associate of Science in Fire Technology or a Vocational Specialist Certificate in

Fire Technology. Education Incentive is defined as compensation within the meaning of Section 20636 of the Government Code and Section 571(a)(2) of the California Public Employees' Retirement Law.

## **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. Out of Class Pay is defined as compensation within the meaning of Section 20636 of the Government Code and Section 571(a)(3) of the California Public Employees' Retirement Law.

## **CAPTAIN**

Appointment to the position of Captain shall be based upon a competitive examination as set forth in the Job Descriptions. The Basic Pay Rate for Captains shall be as set forth in Appendix A.

## **ACTING CAPTAIN**

The Chief may designate a firefighter to act as an Acting Captain who shall receive additional compensation at the current percent difference between the Firefighter or Engineer and the Captain base salary rates applied to the Acting Captain's regular compensation (net of disability insurance reimbursement) as provided for in this Agreement. An Acting Captain shall meet the minimum requirements as set forth in the attached Job Descriptions. Acting Captain Pay is defined as compensation within the meaning of Section 20636 of the Government Code and Section 571(a)(3) of the California Public Employees' Retirement Law.

## **ENGINEER**

The District has adopted the positions of Engineer and Acting Engineer as set forth in the attached Job Descriptions. Future appointments shall be based upon a competitive examination as set forth in the Job Descriptions. The Pay Rate for Engineers and Acting Engineers shall be the two and one-half percent (2.5%) above the Basic Monthly Pay Rate for Firefighters, at the Engineer's current step.

## **ACTING ENGINEER**

The Chief may designate a firefighter to act as an Acting Engineer who shall receive additional compensation at the current percent difference between the Firefighter and the Engineer base salary rates applied to the Acting Engineer's regular compensation (net of disability insurance reimbursement) as provided for in this Agreement. An Acting Engineer shall meet the minimum requirements as set forth in the attached Job Descriptions. Acting Engineer Pay is defined as compensation within the meaning of Section 20636 of the Government Code and Section 571(a)(3) of the California Public Employees' Retirement Law.

## **MAINTENANCE OFFICER, FIRE PREVENTION OFFICER, AND FIRE TRAINING OFFICER SPECIAL ASSIGNMENTS**

The District shall pay an additional two percent (2%) above the base monthly pay rate for Firefighter, Engineer or Captain, at the employee's current step, to personnel assigned Fire Prevention, Training and Maintenance Special Assignment duties. Special Assignment pay is defined as compensation within the meaning of Section 20636 of the Government Code and Section 571(a)(4) of the California Public Employees' Retirement Law.

## EMERGENCY MEDICAL TECHNICIAN - FS

The District will pay the costs of fees and books for Emergency Medical Technician-FS courses or provide the training on the job. Although Emergency Medical Technician-FS is not required for firefighters hired before July 1, 1979, the District encourages all firefighters to maintain EMT-FS certification. All qualified firefighters holding a current EMT-FS certificate shall be paid the sum of \$30.00 per month, which shall be included in the base pay for EMT firefighter as of July 1, 1995.

## 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.

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

Future Job Descriptions may be created to cover Maintenance Officer, Training Officer, and Prevention Officer.

## 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.

## RETIREMENT PLAN

The District agrees that the PERS Retirement Plan to cover employees represented by the Union shall be changed from 2% at 50, Modified for Social Security to 3% at 50, Modified for Social Security, effective June 1, 2001. All employees hired after July 1<sup>st</sup>, 2008 shall be enrolled into the PERS 3% at 55, Modified for Social Security retirement plan.

Effective October 1, 2012, District-paid member contributions shall be equal to two (2.0%) percent of employee's salary; the employee shall pay the seven (7%) percent balance of PERS member contributions as a payroll deduction.

Effective July 1, 2013, the employee shall pay the entire nine (9%) amount of PERS member contributions as a payroll deduction.

### 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.

### **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.

### **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.

### **GROUP INSURANCE**

HEALTH INSURANCE: The District shall pay for health insurance set percentage of the current PERS Kaiser North Health Plan monthly premium for single member coverage, member plus one dependent coverage or family coverage, whichever the member chooses. The employee shall pay for the balance of the monthly premium through a payroll deduction.

Effective the first full pay period following Board approval of this MOU, the District shall pay 90% of the PERS Kaiser North Health Plan monthly premium at the coverage level chosen by the employee.

Effective July 1, 2013, the District shall pay 85% of the PERS Kaiser North Health Plan monthly premium at the coverage level chosen by the employee.

Effective July 1, 2014, the District shall pay 80% of the PERS Kaiser North Health Plan monthly premium at the coverage level chosen by the employee.

The District shall offer an opt out program to members of the Association based on the following Plan:

The District shall pay either four hundred fifty dollars (\$450) per month in deferred compensation contributions; or, three hundred dollars (\$300) per month in cash to any member who opts out of the District-provided PERS health plans and who provides proof of receiving health care coverage through another source.

As soon as feasible following the adoption of this MOU, the CSD shall amend its contract with CalPERS to include the Vesting Schedule Contract Option pursuant to Government Code Section 22893. This option establishes specific percentages of employer contributions to retiree health care premiums based on an employee's credited years of service. Under this option, an employee must work at least ten years with the District to qualify for a retiree contribution, and must work twenty years to become one hundred percent vested.

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

For Firefighters 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. The plan as of July 1, 2009 is through AIG, and provides a death benefit of one year's salary plus \$5,000, plus additional death and dismemberment benefits.

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 C vision care insurance (Family Composite Plan with \$20 eye examination/\$20 materials employee co-payments) coverage effective July 1, 1999.

LONG-TERM DISABILITY INSURANCE: The member shall pay 100% of the premium for the California Association of Professional Firefighters Long-Term Disability Plan A through a payroll deduction.

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

## **OTHER BENEFITS**

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

Effective the first pay period following the adoption of this MOU, the District shall deposit in each member's deferred comp account \$50 per month for the remainder of Fiscal Year 2012-13.

Effective July 1, 2013, the District shall deposit in each member's deferred compensation account the sum of \$100 per month for the Fiscal Year 2013-2014.

Effective July 1, 2014, the above deferred compensation contributions shall end.

CREDIT UNION: As regular, full-time employees of Marinwood Community Service District, Firefighters are eligible to maintain accounts in the Marin County Federal Credit Union.

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.

## **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.

## **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.

## **DRUG TESTING**

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

## **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.

### **MILEAGE ALLOWANCE**

Employees required to use their private vehicles for Fire Department business shall be compensated at the rate provided in the current budget.

### **VACATION**

Marinwood Fire Personnel earn Vacation Time from their initial date of employment; this applies to all Full Time Paid personnel, both permanent and probationary. Employees will not be allowed to utilize Vacation Time until the completion of one year of service.

Vacation allowance shall be based upon five (5) steps and accumulation rates shall be based upon years of service.

<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

Annual shifts represent 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 be granted 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 Fiscal Years 2012-2013 through 2014-2015 at Base Pay rate plus incentives.

### **ADDITIONAL COMPENSATION - LONG TERM DISABILITY**

For all full-time firefighters, the District shall pay an additional \$0.08 per hour to compensate them for payment of California Association of Professional Firefighters Long-Term Disability Insurance premiums.

### **HOLIDAYS - COMPENSATION**

The following holidays (11) shall be recognized and observed:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Cesar Chavez Day	

Holiday pay shall be calculated on the basis of one-half shift pay, or twelve hours for each holiday. Holiday pay shall be paid twice yearly, in the first pay date of June, and the first pay date of December, for the holidays falling in the half year ending that month. Holiday pay is defined as

compensation within the meaning of Section 20636 of the Government Code and Section 571(a)(2) of the California Public Employees' Retirement Law.

### **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.

### **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 spouse and children of the employee, mother, father, brother, sister of the employee, and those of the employee's spouse.

### **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.)

### **PAYROLL DEDUCTION OF DUES**

The District agrees to deduct monthly 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 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.

### **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.

### **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.

### **GRIEVANCE PROCEDURE**

The Department Rules and Regulations, here incorporated by reference, provide a procedure for the settlement of employee grievances.

### **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.

## **MEDIATION**

If, after a reasonable period of time, representatives of the District and the Union fail to reach agreement, the District and the Union may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the District and one-half to the Union. (Reference: Government Code Section 3505.2).

**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.

**DURATION OF MEMORANDUM**

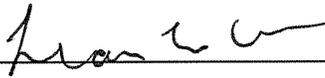
This Memorandum shall be effective October 1, 2012 for from Fiscal Year 2012-2013 through Fiscal Year 2014-2015 and supersedes and negates any previous Memorandum of Understanding.

It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, at least seventy-five days prior to the annual anniversary date that it desires to modify the Memorandum.

In the event that such notices are given, negotiations shall begin no later than sixty days prior to the anniversary date.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the 9th day of October, 2012.

MARINWOOD COMMUNITY SERVICES DISTRICT

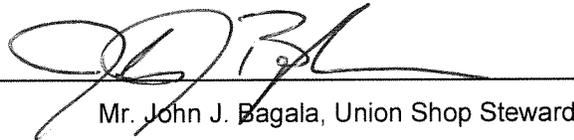
  
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Leah E. Green, President  
CSD Board of Directors

ATTEST:   
Thomas Horne, District Manager

Approved by the Board of Directors of the Marinwood Community Services District at a regular meeting held on the 9th<sup>th</sup> Day of October, 2012.

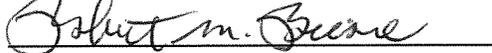
MARINWOOD FIREFIGHTERS' LOCAL 1775, IAFF

  
\_\_\_\_\_

Mr. John J. Bagala, Union Shop Steward

Date: 11 OCT 2012

RATIFIED BY LOCAL 1775, IAFF:

  
\_\_\_\_\_

Mr. Robert Briare, Union President  
Marin Professional Firefighters

Date: 10-11-12

**APPENDIX A**  
**SALARY RANGES FOR BASE PAY**

FISCAL YEARS 2012 – 2013 and 2013 - 2014

**FIREFIGHTER**

Effective Date	Range No.	Step A	Step B	Step C	Step D	Step E	Step EE
7/1/2009	141.4	\$4,951	\$5,199	\$5,459	\$5,732	\$6,019	\$6,320

**ENGINEER (Base Firefighter Salary + 0%)**

Effective Date	Range No.	Step A	Step B	Step C	Step D	Step E	Step EE
7/1/2009	141.4	\$4,951	\$5,199	\$5,459	\$5,732	\$6,019	\$6,320

**CAPTAIN**

Effective Date	Range No.	Step A	Step B	Step C	Step D	Step E	Step EE
7/1/2009	155	\$5,665	\$5,948	\$6,245	\$6,557	\$6,885	\$7,229

**FISCAL YEAR 2014 -2015 \***

**FIREFIGHTER**

Effective Date	Range No.	Step A	Step B	Step C	Step D	Step E	Step EE
7/1/2014	142.4	\$5,001	\$5,251	\$5,514	\$5,790	\$6,080	\$6,384

**ENGINEER (Base Firefighter Salary + 2.5%)**

Effective Date	Range No.	Step A	Step B	Step C	Step D	Step E	Step EE
7/1/2014	144.9	\$5,129	\$5,385	\$5,654	\$5,937	\$6,234	\$6,546

**CAPTAIN**

Effective Date	Range No.	Step A	Step B	Step C	Step D	Step E	Step EE
7/1/2014	156	\$5,709	\$5,994	\$6,294	\$6,609	\$6,939	\$7,286

\* Opener for salary only negotiations to begin April 2014 with minimum 1% increase in Base Pay for each position shown above. The minimum increase is shown above.

**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 2012-13 THROUGH 2014-15**

1. Side Letter 10/10/2012 addressing Staffing and Layoff Language
2. California PERL Section 22893 Contract Option – Vesting Schedule

**Attachment No. 2, MOU between Marinwood Professional Firefighters and Marinwood  
Community Services District, FY 2012-13 through 2014-15**

**California PERL, Government Code Section 22893 - Vesting Schedule**

**22893.** (a) Notwithstanding Section 22892, the percentage of employer contribution payable for postretirement health benefits for an employee of a contracting agency subject to this section shall, except as provided in subdivision (b), be based on the member's completed years of credited state service at retirement as shown in the following table:

Credited Years of Service	Percentage of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

This subdivision shall apply only to employees who retire for service and are first employed after this section becomes applicable to their employer, except as otherwise provided in paragraph (6). The application of this subdivision shall be subject to the following provisions:

(1) The employer contribution with respect to each annuitant shall be adjusted by the employer each year. Those adjustments shall be based upon the principle that the employer contribution for each annuitant may not be less than the amount equal to 100 percent of the weighted average of the health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied, for the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. For each annuitant with enrolled family members, the employer shall contribute an additional 90 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four health benefit plans that had the largest state enrollment, excluding family members, during the previous benefit year. Only the enrollment of, and premiums paid by, state employees and annuitants enrolled in basic health benefit plans shall be counted for purposes of calculating the employer contribution under this section.

(2) The employer shall have, in the case of employees represented by a bargaining unit, reached an agreement with that bargaining unit to be subject to this section.

(3) The employer shall certify to the board, in the case of employees not represented by a bargaining unit, that there is not an applicable memorandum of understanding.

(4) The credited service of an employee for the purpose of determining the percentage of employer contributions applicable under this section shall mean state service as defined in Section 20069, except that at least five years of service shall have been performed entirely with that employer.

(5) The employer shall provide the board any information requested that the board determines is necessary to implement this section.

(6) The employer may, once each year without discrimination, allow all employees who were first employed before this section became applicable to the employer to individually elect to be subject to the provisions of this section, and the employer shall notify the board which employees have made that election.

(b) Notwithstanding subdivision (a), the contribution payable by an employer subject to this section shall be equal to 100 percent of the amount established pursuant to paragraph (1) of subdivision (a) on behalf of any annuitant who either:

(1) Retired for disability.

(2) Retired for service with 20 or more years of service credit entirely with that employer, regardless of the number of days after separation from employment. The contribution payable by an employer under this paragraph shall be paid only if it is greater than, and made in lieu of, a contribution payable to the annuitant by another employer under this part. The board shall establish application procedures and eligibility criteria to implement this paragraph.

(c) This section does not apply to any contracting agency, its employees, or annuitants unless and until the agency files with the board a resolution of its governing body electing to be so subject. The resolution shall be adopted by a majority vote of the governing body and shall be effective at the time provided in board regulations.

**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.

**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:

  
Tom Horne, District Manager

  
John Bagala, Association President

Date: 10/10/2012

Date: 11 OCT 2012

## 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 Extrication (16 Hrs)
- CICC / NWCG S130 – Wildland Firefighter Type II
- CICC / NWCG S190 – Intro. To Wildland Fire Behavior
- CICC / NWCG S131 – Advanced Firefighter / Squad Boss

### Within Six (6) Months of Hire

- California Department of Motor Vehicles 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)
- 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 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

- 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 the Marinwood Fire Department.
- California Department of Motor Vehicles 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). He 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 the Marinwood Fire Department. Minimum of Six (6) months as an Acting Engineer.
- California Department of Motor Vehicles 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 will 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 interview (Peer Review)
- Chiefs Interview
- Assessment Center process

### Preparation

#### *Education*

Suggested courses for candidate applying for 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.



## **Glossary:**

- EMT-1 - Emergency Medical Technician 1 (or 1A / 1FS) as Certified thru the State Fire Marshals Office or the Local Emergency Medical Services Authority (EMSA)
- AHA - American Heart Association. The certifying authority for CPR / AED Training.
- CPR - Cardio-Pulmonary Resuscitation
- ICS - Incident Command System ( three levels: ICS-200 – Basic ICS, ICS-300 – Intermediate ICS, ICS – 400 – Advanced ICS). These Classes designed to meet or exceed the requirements for Federal Compliance with the National Interagency Incident Management Systems (NIIMS) and the Standardized Emergency Medical System (SEMS).
- CICCS - California Incident Command Certification System
- NWCG - National Wildland Fire Coordination Group
- CFSTES - California Fire Service Training and Education System
- FSTEP - Fire Service Training and Education Program
- START - Simple Triage and Rapid Transport
- SIDS - Sudden Infant Death Syndrome
- CPF / JAC - California Professional Firefighters / Joint Apprenticeship Committee