

**BINDING MEMORANDUM OF UNDERSTANDING**

**Between**

**MARINWOOD FIREFIGHTERS' LOCAL 1775**

**And**

**MARINWOOD COMMUNITY SERVICES DISTRICT**

Adopted OCTOBER 12, 2021

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Between  
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 to a period of six months or less.

## **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, 2021 to June 30, 2024 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 2024.

## **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 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 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-PARAMEDIC**

The District has adopted the position of Firefighter-Paramedic as set forth in the attached job description. The 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. The District will reimburse the employee after the employee provides proof of attendance or successful completion of each State approved Paramedic continuing education class. Reimbursement will not exceed 48 hours every two years at the rate of one and one-half (1-1/2) times their hourly rate and will also be reimbursed for tuition and books required.

### **1.8.7. 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. Both Parties, Union and District, acknowledge that all forms of EMT Pay have been incorporated into the Base Pay Schedule.

### **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  
 2.5% for Firefighter / Firefighter-Paramedic  
 4.5% for Engineer  
 3.5% for Fire Captain

These increases shall be retroactive to the first full pay period in July 2021.

2. Fiscal Year 2022-2023  
 2.0% for Firefighter / Firefighter-Paramedic  
 4.25% for Engineer  
 3.5% for Fire Captain

These increases take effect the first full pay period in July 2022.

3. Fiscal Year 2023-2024  
 2.0% for Firefighter / Firefighter-Paramedic  
 4.0% for Engineer  
 4.0% for Fire Captain

These increases take effect the first full pay period in July 2023.

### **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.

### **3.5. SPECIAL ASSIGNMENTS**

The District shall pay an additional two percent (2%) above the base monthly pay rate for Firefighter, Firefighter-Paramedic, Engineer or Captain, at the employee's current step, to personnel assigned Fire Prevention, Training, and Fire Staff Administrative Special Assignment duties. In accordance with Government Code and the California Code of Regulations, all required employer and employee pension contributions shall apply.

#### **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**

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.

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

**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. 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 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 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.

### **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. Assignment descriptions shall also be maintained for the Fire Prevention, Training, and Fire Staff Administrative Special Assignments.

### **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**

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

**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 12 day of OCTOBER, 2021.

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 12 day of OCTOBER, 2021.

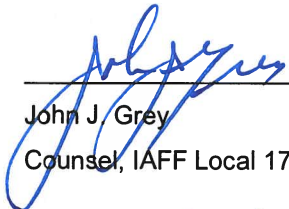
MARINWOOD FIREFIGHTERS' LOCAL 1775, IAFF



Sean Day, Union Shop Steward

Date: 10/11/21

RATIFIED BY LOCAL 1775, IAFF:

  
John J. Grey  
Counsel, IAFF Local 1775

Date: 10/11/2021

APPENDIX A

**SALARY RANGES FOR BASE PAY**

FISCAL YEAR 2021-2022

**FIREFIGHTER**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2021	\$5,551	\$5,829	\$6,120	\$6,426	\$6,747	\$7,084

**FIREFIGHTER-PARAMEDIC\*\***

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2021	\$5,551	\$5,829	\$6,120	\$6,426	\$6,747	\$7,084

**ENGINEER**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2021	\$5,883	\$6,177	\$6,486	\$6,810	\$7,151	\$7,509

**CAPTAIN**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2021	\$6,586	\$6,915	\$7,261	\$7,624	\$8,005	\$8,405

\* These increases take effect the first full pay period in July 2021.

\*\* 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 2022-2023

**FIREFIGHTER**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2022	\$5,662	\$5,945	\$6,242	\$6,554	\$6,882	\$7,226

**FIREFIGHTER-PARAMEDIC\*\***

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2022	\$5,662	\$5,945	\$6,242	\$6,554	\$6,882	\$7,226

**ENGINEER**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2022	\$6,133	\$6,440	\$6,762	\$7,100	\$7,455	\$7,828

**CAPTAIN**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2022	\$6,817	\$7,158	\$7,516	\$7,892	\$8,287	\$8,701

\* These increases take effect the first full pay period in July 2022.

\*\* 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 2023-2024****FIREFIGHTER**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2023	\$5,775	\$6,064	\$6,367	\$6,685	\$7,019	\$7,370

**FIREFIGHTER-PARAMEDIC\*\***

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2023	\$5,775	\$6,064	\$6,367	\$6,685	\$7,019	\$7,370

**ENGINEER**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2023	\$6,378	\$6,697	\$7,032	\$7,384	\$7,753	\$8,141

**CAPTAIN**

Effective Date*	Step A	Step B	Step C	Step D	Step E	Step EE
07/01/2023	\$7,090	\$7,445	\$7,817	\$8,208	\$8,618	\$9,049

\* These increases take effect the first full pay period in July 2023.

\*\* 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 2021-22 THROUGH 2023-24**

- 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 <sup>#</sup>	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

<sup>#</sup> 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 <sup>1</sup>	15 ng/ml
Cocaine metabolites <sup>2</sup>	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml

Phencyclidine            25ng/ml

Amphetamines:

    Amphetamine        500 ng/ml

    Methamphetamine 500 ng/ml

<sup>1</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid

<sup>2</sup> Benzoyllecgonine

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



**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