



**CAL FIRE**  
**San Luis Obispo**  
**County Fire Department**

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Scott M. Jalbert, Unit Chief

October 30, 2019

**TO:** LOCSO Board of Directors  
**FROM:** George Huang, Battalion Chief  
**SUBJECT:** **Agenda Item 71 – 11/07/2019 Board Meeting**  
Approve Update of Reserve Firefighter Job Description and Contract

**DESCRIPTION**

This item requests your Board approve updated verbiage of reserve firefighter job description and contract

**STAFF RECOMMENDATION**

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

***Motion: I move that the Board approve updated verbiage of the Los Osos Community Services District Reserve Firefighter Job Description and Contract.***

**DISCUSSION**

Station 15 – South Bay 's Reserve Firefighter program description and contract had not been updated in many years. The updated job description and contract include an update uniform boot policy along with updated grooming standards for Reserve Firefighters.

**FINANCIAL IMPACT**

This has no financial impact to the Los Osos Community Services District or Station 15 – South Bay

Respectfully Submitted,

By George Huang, North Coast Battalion Chief  
**CAL FIRE** / San Luis Obispo County Fire Department

## SOUTH BAY – STATION 15 RESERVE FIREFIGHTER JOB DESCRIPTION

### 1. DEFINITION:

Under general supervision of higher-ranking officers, to support firefighting and rescue operations in response to fires, disasters, and other emergency and non-emergency incidents while protecting life and property; EMS duties; operate fire department apparatuses and to perform related work as required.

### 2. ESSENTIAL FUNCTIONS:

Fire suppression on both structure and wildland fires; laying and coupling hose; use portable fire extinguishers; climb and move ladders using firefighting/rescue tools in a prescribed manner; assist with rescue operations, ventilation, entry, salvage and overhaul on structure fires; assist with emergency life saving activities, medical aids, and patient extrication on vehicle accidents; assist in the maintenance of fire apparatus, equipment, as well as the fire station and grounds; may perform routine fire safety inspections with fire companies; participate in continuing training programs of technical material, in individual study; educates the public in fire prevention, home and industrial fire safety, CPR, first aid and disaster preparedness; may operate all types of fire apparatus, automotive equipment, during emergency and non-emergency incidents; attend scheduled training drills and classes; study District geography and policies, fire hazards and resources; perform related work as required.

### 3. MINIMUM QUALIFICATIONS:

Knowledge of:

- The general geography of Los Osos Community Services District including roads and water supply systems
- Emergency medical service practices and techniques
- Maintenance and operation of fire apparatus and rescue equipment
- Safety practices and precautions pertaining to work
- Policies, procedures, and functions of the South Bay Fire Department and CAL FIRE – SLO
- Proper operation and care of telephone and radio equipment used by the District
- Fire and building codes pertaining to ordinances and fire prevention
- Hazardous material – First responder / Operational
- Incident Command System
- Knowledge of basic computer operations and application

Ability to:

- Successfully complete the South Bay Fire Department Probationary Task Book
- Work under adverse conditions that may require a high level of physical exertion
- Perform task including kneeling, climbing, walking, running, standing, sitting, and heavy lifting
- Perform all designated firefighting and disaster response tasks under hazardous or dangerous conditions
- Cope with stressful situations firmly, tactfully and with respect of individual rights
- Evaluate situations and respond appropriately with effective actions
- Competently follow both verbal and written directions
- Communicate effectively both verbally and in writing
- Establish and maintain working relationships with co-workers and with persons from varied racial, ethnic, and economic backgrounds tactfully and courteously including the general public
- Meet grooming and health standards to safely wear a self-contained breathing apparatus

4. EDUCATION/LICENSE/CERTIFICATE:

- Equivalent to graduation from high school
- Successful completion of a State of California Accredited Firefighter I Academy
- Possession of a valid California driver's license. DMV pull notice status will be filed on firefighter employees
- Possession of a valid California Emergency Medical Technician certification and completion of a State of California Accredited Firefighter I Academy is desirable and will be given preference during the hiring process
- All required certificates and licenses must be maintained during duration of employment

5. OTHER CONDITIONS OF EMPLOYMENT:

Physical:

Upon issuance of a conditional job offer, qualifying candidates are required to successfully complete and pass a medical examination to be free from any physical, emotional or mental condition that may adversely affect performance as the duties of a Firefighter.

Hours:

May be required to work holidays, weekends and outside normal working hours.

Residency:

Established permanent residents within the Los Osos Community Services District is highly desirable but not required.

This class specification generally describes the duties and responsibilities characteristic of the position(s) within the class. The duties of a position within a multi-position class may vary from the duties of other positions within the class. Accordingly, the essential duties of a position (whether it be a multi-position class or a single-position class) will be identified and used by medical examiners and hiring authorities in the selection process. This information will also be made available for review at the time of any recruitment for that position and at such other times as reasonably required.

## CONTRACT OF EMPLOYMENT FOR LOS OSOS COMMUNITY SERVICES DISTRICT RESERVE FIREFIGHTER

THIS CONTRACT is entered into this "*Date of hire*" by and between the Los Osos Community Service District (hereinafter referred to as "District"), and \_\_\_\_\_, a contract employee (hereinafter referred to as "Contract Employee").

### WITNESSETH:

WHEREAS, the Los Osos Community Service District requires a skilled individual to perform specialized services; and

WHEREAS, the District contracts with the California Department of Forestry and Fire Protection – San Luis Obispo County Fire Department (hereinafter referred to as "CAL FIRE-SLO") for fire, medical and emergency services; and

WHEREAS, Contract Employee meets the minimum requirements necessary to perform such services for the District;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. Pursuant to this Contract, Contract Employee shall provide to District the following services: firefighting, rescue, medical, fire prevention, maintenance and related emergency and non-emergency services as outlined in the Reserve Fire Fighter job description.

Contract Employee shall perform said services under the direct supervision and control of the Chief of CAL FIRE-SLO, or his/her designee.

2. Employment Status. Contract Employee understands and agrees that he/she is not, and shall not, be eligible for membership in, or any benefits from any District or CAL FIRE-SLO retirement program unless prescribed by law or code, or for paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits accruable to an employee in the regular service of the District, except for Worker's Compensation Insurance coverage and limited medical insurance coverage.

Contract Employee understands and agrees that the compensation received herein is negotiated for services rendered by Contract Employee. He or she:

- (a) Is not entitled to be paid a prevailing wage;
- (b) Is not entitled to be paid compensation comparable to a regular District or CAL FIRE-SLO employee performing similar work;
- (c) Will not be substituted for a regular District or CAL FIRE-SLO employee; and,
- (d) The compensation received herein is negotiated for services rendered by Contract Employee.

Contract Employee understands and agrees that the terms of his/her employment is governed only by this Contract and that no right of regular employment is created hereby, that he/she does not hold a position in any department or office of the District or CAL FIRE-SLO, and that his/her service to the District under this Contract is as a Contract Employee. No term of employment is implied, and Contract Employee understands that his/her employment is at the will of the District and may be terminated at any time as provided in Section 6, and without right of appeal except as otherwise required by California law.

4. Uniform & Equipment Policy. Contract Employee understands and agrees that the LOCSO will provide all necessary uniforms and equipment, however if Contract Employee terminates employment

during the probation period (12 months from date of Shadow Shifts and successful completion of Task Book), the Contract Employee will be held personally responsible for all items that are not returned or items that have experienced wear and tear. This will include, but is not limited to, monetary reimbursement to the LOCSD for the cost of said uniforms and equipment. Reference Section 3040-UNIFORMS of the LOCSD Personnel Handbook Policy for further.

3. Warranty of Contract Employee. Contract Employee warrants that after he/she is properly trained, certified, or licensed under the laws and regulations of the State of California, the District, CAL FIRE-SLO and SLO County Emergency Medical Services Agency (EMSA) to provide the services herein agreed to. He/she will maintain such and will notify CAL FIRE-SLO immediately of non-compliance. The Contract Employee further agrees to maintain primary residence within the boundaries served by the CAL FIRE-SLO.

4. Compensation. District shall pay to Contract Employee as compensation in full for all services performed by Contract Employee pursuant to this Contract, the starting sum of \$12.00 per hour, or the amount as specified as the required Minimum Wage, whichever is greater. The salaries and wages of all District employees shall be paid every two weeks, on every other Friday, for the two workweeks ending five days earlier. In the event a payday falls on one of the District's observed holidays, the immediately previous working day shall become the payday. During the effective term of this Contract, the hours in which Contract Employee shall devote to the performance of the services enumerated herein are as follows:

(a) The Contract Employee is required to work a minimum of 24 scheduled hours during each month with hours scheduled in 12 or 24 hour shifts. The Contract Employee shall attend drills and respond to emergencies that do not coincide with designated shifts, and may be required to attend mandatory events as designated by the Chief, unless prior approval of absence is obtained. District is not required to provide Contract Employee any specific number of working hours, and the hours Contract Employee is assigned to work will be at the discretion of the District.

(b) According to the Fair Labor Standards Act, Firefighters working in excess of the 40 hours in a 7 day workweek shall be paid one and one half the regular rate of pay for each hour worked to provide such additional services.

(c) District shall furnish Disability Income and Accidental Death Insurance in the amount of at least \$50,000 to Contract Employee under the California State Firefighters Employee Welfare Benefits Corporation plan as offered by the California State Firefighters Association or equivalent to contract employees for loss, injury, or death sustained while performing an activity of the District.

(d) Contract Employee shall receive an additional five percent (5%) pay step over the base hourly rate of pay when the Chief of CAL FIRE-SLO or his/her designee approves the increase based on proof of each specific qualification as follows:

1. Local certification as Emergency Medical Technician 1 by the County of San Luis Obispo Emergency Medical Services Authority. The District will be financially responsible for any associated local and state licensing fees, as this is an alternate condition of employment for medical certification.

2. Certification as a Firefighter 1 by the State Fire Marshal obtained by graduation of an accredited fire academy or by a self-paced program approved by a Chief.
3. Certification and maintenance of required annual proficiency skills for Rescue Watercraft Operator as indicated within the CAL FIRE-SLO RWC – Standard Operating Guideline.

(e) Contract Employees shall receive an additional ten percent (10%) pay step over the base hourly rate of pay when the Chief of CAL FIRE-SLO or his/her designee approves the increase based on proof of each specified qualification as follows:

1. Qualification as a Driver/Operator by the Chief of CAL FIRE-SLO or his/her designee.
2. Local accreditation to perform as a Paramedic by the County of San Luis Obispo Emergency Medical Services Authority. Accredited Paramedics are required to maintain Paramedic employment, licensing and accreditation through an alternate approved San Luis Obispo County Paramedic provider, and it will not be the physical or financial responsibility of CAL FIRE-SLO or the District to maintain the Contract Employee's accreditation and/or associated licensing fees.

(f) The Contract Employee shall appropriately complete all hours worked on a timecard at the end of each shift. Additionally, the Contract Employee shall submit the timecard before the due date for each pay period.

(g) Contract Employee shall not work more than 950 hours in each fiscal year (July 1 to June 30).

5. Term of Contract. This Contract shall be effective “Date of Hire”, unless terminated earlier as provided herein, and shall terminate on “December 31<sup>st</sup> of current year”. Notwithstanding the foregoing sentence, this Contract may be terminated prior to its expiration in accordance with Section 6.

6. Termination of Contract for Convenience. The District, CAL FIRE-SLO, or the Contract Employee may terminate this Contract at any time without cause by giving to the other parties fifteen (15) calendar days written notice of such termination, specifying the effective date of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contract Employee shall be paid for all work satisfactorily completed prior to the effective date of such termination.

7. District Property. District shall provide uniforms, radios, and personal protective equipment, pursuant to policies established by the Chief of CAL FIRE-SLO. Contract Employee agrees to properly care for all issued property including uniforms and to immediately return said property upon demand of the District. Employee must provide “Station Boots” and will be reimbursed up to \$200 after one year of employment.

8. Entire Agreement and Modification. This Contract constitutes the entire understanding of the parties hereto. This Contract supersedes all previous contracts between the parties, and Contract Employee shall be entitled to no other benefits than those specified herein. No changes, amendments, or

alterations shall be effective unless in writing and approved by Board action taken at a regularly scheduled meeting. Contract Employee specifically acknowledges that in entering into and executing this Contract, Contract Employee relies solely upon the provisions contained in this Contract and no other oral or written understandings that Contract Employee may have regarding his/her employment.

9. Non-Assignment of Contract. This Contract is intended to secure the individual service of the Contract Employee and thus Contract Employee shall not assign, transfer, delegate, or sublet this Contract or any interest therein without the prior written consent of District. Any such assignment, transfer, delegation or subletting shall be considered null and void.

10. Covenant. This Contract has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.

11. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby until such a time as the entire contract can be rewritten.

12. Nondiscrimination. District and CAL FIRE-SLO employees have a responsibility for maintaining high standards of honesty, integrity, impartiality, and conduct to assure proper performance of the District's and CAL FIRE-SLO's business and the maintenance of confidence of the people it serves. Therefore, it is the policy of the District and CAL FIRE-SLO to provide equal employment opportunity to all qualified job applicants and employees based on merit, and to prohibit illegal discrimination in every aspect of personnel policies and employment practices, including recruitment, examining, hiring, promotion, training, work assignments, work environment, and other benefits of work employment.

13. Conflicts of Interest. Contract Employee agrees, during the term of this Contract, not to engage in any other employment or endeavor that would in any way conflict with, or impair Contract Employee's ability to perform the duties described in this Contract without approval of the Chief of CAL FIRE-SLO or his/her designee.

14. District Policies. The following District Policies apply to Contract Employment of Firefighters:

- (a) The Policies and Procedures of the Fire Department.
- (b) Section 5020-DISCIPLINE AND APPEALS PROCEDURE of the LOCSO Personnel Handbook Policy.
- (c) The CAL FIRE-SLO / District's Substance Abuse Policy.
- (d) The CAL FIRE-SLO / District's Sexual Harassment Policy.
- (e) Guidelines contained within the CAL FIRE-SLO Standard Operating Guideline as determined by the Chief of CAL FIRE-SLO or his/her designee.
- (f) The CAL FIRE-SLO Grooming Standards Policy.

IN WITNESS WHEREOF, District and Contract Employee have executed this Contract on the day and year first hereinabove set forth.

By: \_\_\_\_\_  
Ron Munds, General Manager

I have read this Contract and agree to be employed by the District under the terms and conditions herein stated. I understand and agree that no manager, supervisor, or representative of the District has the authority to enter into any agreement, expressed or implied, that would modify the terms and conditions of this Contract. I acknowledge receipt of Reserve Fire Fighter job description and the Policies described in Paragraph 14 above.

\_\_\_\_\_  
"Employee Name", Contract Employee

Date\_\_\_\_\_