



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
6501 Jenny Lind Road, Valley Springs, CA 95252
Telephone: (209) 786-2227
www.calcofire.org

Special Meeting Agenda
September 6, 2023

- 1. CALL TO ORDER 6:00PM**
- 2. ROLL CALL:** Board Members: Keith Hafley, Sam Harris, Ryan Hamre, Pat Sullivan, Ken Glissman, Chris Allen, Chris Damin, Garrett Robertshaw, Tim Runion
Staff: Fire Chief Rich Dickinson and Rose Beristianos
- 3. PLEDGE OF ALLEGIANCE**
- 4. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Member and Public Safety Personnel
- 5. PUBLIC COMMENT:** The public may address the Board on any item of interest that is not on the agenda and is within the District's jurisdiction. For items that are on the agenda, public comment will be heard when the item is discussed. The Chairman reserves the right to limit each speaker to three (3) minutes per person and 15 minutes per topic. Ralph M Brown Act Gov. (Code, § 54954.3(b).) By law, the Board of Directors cannot make decisions on matters not on the agenda. Ralph M Brown Act Gov. (Code, § 54954.2(a).)
- 6. NEW BUSINESS:**
 - A. Discussion/Action – Approve Resolution No. 20230906A, A Resolution of the Calaveras Consolidated Fire Protection District, Adopting the Calaveras Professional Firefighters Union, IAFF Local 5149, Memorandum of Understanding
- 7. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS**
- 8. ADJOURNMENT:**

Next Meeting Scheduled for September 25, 2023

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans With Disabilities Act of 1990 (42 U.S.C. § 12132 and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Calaveras Consolidated Fire Protection District at (209) 786-2227, during regular business hours, at least forty-eight hours prior to the time of the meeting.

**CALAVERAS CONSOLIDATED FIRE PROTECTION
DISTRICT**

Resolution No. 20230906

**A Resolution of the Calaveras Consolidated Fire Protection District, Adopting the
Calaveras Professional Firefighters Union, IAFF Local 5149, Memorandum of
Understanding**

WHEREAS, the Calaveras Professional Firefighters Union, IAFF Local 5149 members have met and conferred: and

WHEREAS, the Calaveras Professional Firefighters Union, IAFF Local 5149 have approved the attached one (1) year Memorandum of Understanding beginning at Ratification (September 6, 2023) through June 30, 2024

NOW, THEREFORE, BE IT RESOLVED, that the Calaveras Consolidated Fire Protection District, does hereby approve the Memorandum of Understanding between the Calaveras Professional Firefighters Union, IAFF Local 5149, as set forth in Attachment A, which is attached hereto and made a part hereof.

PASSED AND ADOPTED this 6th day of September, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstained:

Attest: _____
Keith Hafley, Board Chair

MEMORANDUM

OF

UNDERSTANDING

BETWEEN THE

**CALAVERAS PROFESSIONAL FIREFIGHTERS UNION
IAFF LOCAL 5149**

AND THE

CALAVERAS FIRE PROTECTION DISTRICT

Effective: Ratification through June 30, 2024

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Article I: Preamble

This Memorandum of Understanding (hereinafter "MOU") is between the Calaveras Consolidated Fire Protection District (hereinafter "DISTRICT") and the Calaveras Professional Firefighters Union (hereinafter "UNION").

This MOU is the product of good faith negotiations between the parties and sets forth the mutually agreed upon wages, hours, and other conditions of employment for bargaining unit employees.

Article II: Recognition

The DISTRICT recognizes the UNION as the official and exclusive bargaining agent for all probationary and permanent fire suppression employees occupying the following positions:

Captain

Lieutenant

Firefighter

Firefighter (Seasonal)

Article III: Prevailing Rights

All, benefits, and working conditions enjoyed by regular bargaining unit employees, which are not included in this MOU shall remain in full force and unchanged, except that any such rights, privileges, benefit and working conditions may be changed or eliminated at any time through the meet and confer process.

Article IV: Management Rights

Except as expressly provided in this MOU, all statutory, common law, and inherent management rights, and functions are retained by, and vested exclusively in the DISTRICT. Moreover, to ensure that the DISTRICT is able to carry out its functions and responsibilities, nothing contained in this Article shall be construed to require the DISTRICT to negotiate on matters which are solely a function of the DISTRICT. These rights include by way of illustration and not limited to, the following:

To manage the DISTRICT generally and determine the mission, goals and policies of the DISTRICT.

To determine the necessity for, and organization of, any service or activity conducted by

the DISTRICT, and to expand or diminish services.

To merge with, annex, or be annexed by, any other district as provided by law.

To determine the nature, manner, means, equipment, and technology used in all DISTRICT operations and in the performance of services provided to the public.

To determine the work schedules and hours of work for all DISTRICT personnel meeting and conferring with applicable.

To determine the DISTRICT budget and methods of financing.

To determine the DISTRICT and methods of financing

To determine employees classifications and positions, size and compositions of the work force, and to allocate and assign the work by which DISTRICT operations are to be conducted.

To use independent contractors or subcontractors to perform work and provide services, except independent contracts or subcontractors will not be used to permanently reduce bargaining unit positions. when necessary.

To lay off employees from duties for any legitimate reason, including the lack of work or funds, or other conditions where continued work would be ineffective or non-productive.

To establish and modify productivity and performance programs.

To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline the employee for cause. in concurrence with applicable laws.

To determine minimum qualifications, skills, abilities, knowledge, selection procedures, and classification specifications.

To hire, transfer, promote, and demote employees

To determine policies, procedures, training, and promotion of employees.

To maintain order and efficiency in DISTRICT facilities and operations.

To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the DISTRICT.

To restrict the activity of an employee organization on DISTRICT property and on

DISTRICT time except as set forth in this MOU.

To take any and all necessary action to carry out the mission of the DISTRICT in emergencies.

Article V: Employee Rights

The employees have the right to join, form, and participate in the activities of the UNION.

The employees have the right to refuse to join and participate in the UNION.

No employee shall be subject to punitive action or denied promotion, or threatened with any such treatment, for the exercise of lawful action as an elected, appointed, or recognized representative of any employee bargaining unit.

A. The UNION shall have the right to represent bargaining unit employees in their employment relations with the DISTRICT. The employer agrees to furnish and maintain space for suitable bulletin boards in convenient places in each station and work area to be used by the UNION.

Nothing in this MOU is intended to deny the UNION or bargaining unit employees of any non-waivable rights guaranteed by Federal or State law (including, but not limited to the Firefighter Procedural Bill of Rights ("FPBOR")).

Article VI: Employee Status

A. Bargaining unit employees will be designated as either "regular", "seasonal" or "probationary" depending on their length of continuous service with the DISTRICT.

B. A regular bargaining unit employee is defined as an employee who has successfully completed their probationary period and been appointed by the DISTRICT to regular status.

C. A seasonal bargaining unit employee is defined as an employee who works for the district and the only benefit they receive is a medical reimbursement up to \$600

D. A probationary bargaining unit employee is defined as an employee newly hired into an established position authorized by the Board of Directors. Probationary employees serve in an "at-will" employment status and may be terminated from their position at any time for any reason and without cause. Probationary employees who are terminated during their probationary period may not grieve or otherwise challenge their release from employment, except on grounds of discrimination or violation of legally protected rights.

E. A probationary employee shall be paid not less than the minimum wage rate established for the job and shall be eligible for PTO (Paid time off), holiday pay, insurance coverage, and items of a similar nature as the employee becomes eligible, but shall not be eligible for a leave of absence without Board approval.

F. Upon satisfactory completion of twelve (12) months of continuous full-time service with the DISTRICT, a new hire probationary employee shall attain regular status as an employee.

G. The probationary period for a new hire employee shall be extended if the employee has missed all or any portion of at least ten (10) regularly scheduled shifts (or their day equivalent) to ensure a full twelve (12) months of service to the DISTRICT. Written notice of the extension shall be provided to the employee and the UNION. The extension shall not exceed the number of shifts/days in which the probationer was absent (this number shall be rounded to the next higher whole number in case of partial shift/day absences). Pre-approved PTO shall not trigger this provision.

H. All promotional appointments of current bargaining unit employees to Captain or Lieutenant shall be subject to a six (6) month probationary period. All new hires shall be subject to a twelve (12) month probationary period. (No need to add the titles due to them being listed in recognition)

I. If a promotional appointment is terminated during the probationary period, except for disciplinary reasons, the employee shall be returned either to the employee's previous classification and wage rate or to some other classification that is mutually satisfactory to both the employee and the DISTRICT. Any employee occupying a position to which such promotional employee is eligible for return will be subject to the layoff procedures under Article XXX.

Article VII: Seniority

A. General Seniority is defined as an employee's total years of service with the DISTRICT as a probationary and regular status employee.

B. Classification seniority is defined as an employee's total years of service in a particular classification (Lieutenant or Captain) while employed with the DISTRICT as a probationary and regular status employee.

Article VIII: Wages

A. In accordance with DISTRICT pay procedures, bargaining unit employees will be paid every 2 weeks for a total of twenty (2) pay periods each year. The schedule of base salaries for employees covered by this AGREEMENT is incorporated herein.

Base Salary Schedules for bargaining and seasonal unit employees are contained in Appendix A.

Article IX: Working Out of Classification

The Fire Chief or designee may assign a bargaining unit employee to perform work in a higher classification. Employees working in a higher classification shall receive a per shift differential equal to five percent (5%) of their salary up to a maximum of two consecutive shifts. After two consecutive shifts, a bargaining unit employee working in a higher classification shall be paid at the rate of the higher classification or a five percent (5%) increase, whichever is higher.

A. To receive out-of-class pay, the employee must work more than four (4) consecutive hours in the higher classification.

B. Temporary assignments out of an employee's current classification shall only be filled by employees deemed qualified by the Fire Chief.

C. Higher appointment such as Battalion Chief shall receive hourly pay, equal to time and a half

Article X: Overtime

From time to time, the DISTRICT may require employees to remain on duty or return to duty beyond their scheduled shift; or to work hours in addition to regularly scheduled hours. Employees may only work additional hours when authorized by the DISTRICT.

Overtime shall be compensated at one-and-one-half times the employee's regular rate of pay.

For purposes of Fair Labor Standards Act (FLSA), the DISTRICT has adopted an 14-day 136 hour work period in accordance with the Section 7k exemption. This means employees are not entitled to overtime compensation until they actually work more than 136 hours in each 14-day work period. However, the parties agree that paid leave hours shall be considered hours worked for purposes of attaining the 136 hour overtime threshold.

Incidental overtime of less than fifteen (15) minutes in a non-recurrent extension of the workday/shift is non-compensable in any form.

An employee will be paid for all overtime worked in a pay period, on the regular payday for that pay period or as soon as practical thereafter.

The UNION agrees that if an employee, who is covered by this AGREEMENT attends out of area schooling at the DISTRICT's request, they will be eligible for overtime incurred during that schooling but will be paid their regular rate of pay for any days during the schooling that the employee is scheduled to work. In addition, the employee shall receive per diem at the rate set by the DISTRICT for any expenses incurred. Any employee that attends local area schooling that is required by the DISTRICT or that is required to maintain certification required by the DISTRICT shall be eligible for overtime as set forth in this Article/Section.

The assignment of overtime shall be in accordance with the DISTRICT's policies and procedures.

Mandatory Overtime Policy as referred to in Article P, section 12 of the policies and procedures manual

Article XI: Clothing and Personal Item Replacement

All protective clothing and equipment required of bargaining unit employees in the performance of their duties shall be furnished, without cost, to the employees by the DISTRICT. The DISTRICT shall assure the availability, maintenance, and use of all protective clothing and equipment in accordance with the Division of Industrial Safety Orders, Title 8, Article 3401.

A. The DISTRICT shall provide leather safety boots for use in DISTRICT employment to all Bargaining unit employees upon initial employment.

For regular bargaining unit employees, the DISTRICT shall provide such safety boots as needed thereafter.

For seasonal bargaining unit employees, the DISTRICT shall replace such safety boots when the boots require replacement due to wear and tear.

The cost of the boots under this Section will not be deducted from the employee's clothing allowance. The DISTRICT will cover the cost of repairs as directed by the Fire Chief. If replacement is necessary, the DISTRICT will provide a maximum of \$350.00 towards the purchase price, but in no case less than what is required to fill

the leather safety boot requirement.

Each regular bargaining unit employee shall receive a clothing allowance up to a maximum of \$300.00 per fiscal year for the purchase, maintenance and replacement of clothing items as defined as the current "Class B Uniform" and for other worked related items through established DISTRICT vendors. Regular bargaining unit employees are permitted to purchase approved items through the DISTRICT's vendor accounts up to maximum "clothing allowance" provided in this Section. Employees who exceed the maximum uniform allowance are required to reimburse the DISTRICT personally. Items in addition to those on the approved list must be approved by the Fire Chief prior to purchase

B. Employees covered under this Article shall be required to exercise reasonable care to maintain items or clothing that is issued or reimbursed by the DISTRICT in accordance with DISTRICT policies. Employees shall further relinquish any item issued by the DISTRICT upon separation from employment.

C. The DISTRICT will reimburse an employee up to \$125.00 replacement cost for watches, eyeglasses, sunglasses, or cell phones damaged or destroyed in the line of duty. A damage claim and proof of replacement cost must be submitted for review and approval by the Operations Chief. Reimbursement made by the DISTRICT will be reduced by any applicable insurance payments. Damages incurred beyond \$125.00 will be reviewed by the Chief on a case-by-case basis

Article XII: Mileage

Employees who are required to use their private vehicles for DISTRICT business shall be compensated at the current IRS mileage reimbursement rate.

Article XIII: PAID TIME OFF

A. Paid Time Off (PTO) provides bargaining unit employees with the ability to take time off from work without the loss of pay.

All regular bargaining unit employees receive 188 hours of PTO each year and may accumulate and carry-over PTO hours to a combined maximum of 480 PTO hours. Each regular bargaining unit employee shall earn 9.4 hours per pay period to achieve the 188 hours.

Upon separation of employment from the DISTRICT, any unused PTO hours shall be converted to pay at the employee's then hourly rate and paid as a lump sum on the employee's final paycheck.

Should an employee die while in service of the DISTRICT, all accumulated PTO hours credited to the employee at the time of death shall be paid to the employee's beneficiary or estate, as applicable.

Bargaining unit employees may cash out PTO accumulations upon filing the appropriate request with the district. In the event that an employee exceeds the maximum PTO accrual allowed and has not filed a request to cash out any or all of their PTO accumulation, the district shall pay any excess PTO over the maximum allowed to the employee in his/her next pay period.

B. Use of PTO

1. Employees may elect to schedule all or any part, of their earned PTO.
2. The Fire Chief has discretion to approve or disapprove all PTO requests. However, requests for PTO shall not be unreasonably denied.
3. If an employee has accumulated PTO hours equal to or in excess of the maximum PTO accumulation, the employee will not be credited with additional PTO hours until the employee utilizes a sufficient number of PTO hours to reduce the employee's PTO balance below the maximum.
4. In extraordinary circumstances, bargaining unit employees may be permitted to exceed the maximum PTO accumulation. Any request to exceed the maximum PTO accumulation must include a statement of the extraordinary circumstances and a plan for liquidating the excess PTO hours in the coming fiscal year. Extraordinary circumstances shall include those under which the bargaining unit employee was unable to schedule or utilize time off due to operational need of the DISTRICT.

Article XIV: Holidays

The following are observed holidays for regular unit employees only:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

B. Bargaining unit employees who work on one of the observed holidays shall be paid one-and-one-half times their regular hourly rate.

XV. Fitness for Duty

A. Fitness for Duty:

1. The DISTRICT may require bargaining unit employees to undergo a fitness-for duty examination when there is a reasonable basis to suspect the employee may not be able to perform their duties in a safe or proper manner. The fitness-for-duty examination shall be conducted by a DISTRICT-designated medical provider at DISTRICT expense.

2. The DISTRICT shall be advised as to whether the employee is fit or unfit for duty and the nature of any functional limitations on their fitness for duty. Should the employee's personal medical provider dispute the conclusions of the DISTRICT-designated medical provider, the parties shall mutually agree upon a third medical provider whose determination shall be binding. The cost of the third medical provider's determination shall be paid by the District.

Article XVI: Pregnancy Leave

A. A pregnant employee may continue to work for as long as her health, the health of the unborn fetus, and/or the employee's ability to adequately perform prescribed job responsibilities is not adversely affected by continuing to work.

B. At any time during the pregnancy, the DISTRICT may require the employee to furnish medical evidence in that the employee's fitness-for-duty.

C. A pregnant employee shall notify the Fire Chief in writing upon notice by her treating physician that such pregnancy exists. The notice shall include the anticipated date of childbirth and any related medical conditions or limitations.

D. In the event a current regular employee's spouse becomes pregnant and upon delivery, the employee has the right to use accrued leave for assisting the spouse and bonding with the baby.

Article XVII: Pregnancy Disability Leave

A. Pregnancy disability leave shall be granted only for medical reasons arising out of and in the course of a pregnancy, the subsequent childbirth, or related medical conditions, as provided below.

B. A pregnant employee may take accrued PTO for reasons of medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave exceed the total of the employee's accumulated but unused PTO sick leave, nor shall paid sick leave be granted beyond the date the employee is no longer considered medically disabled from normal work activities.

C. A pregnant employee may elect to utilize accrued PTO during the period of pregnancy. In the event the employee utilizes all of their PTO and goes on an unpaid status the District agrees to continue to pay the employee the health benefits payment.

Article XVIII: Bereavement Leave

Bargaining unit employee's shall be granted up to three (3) consecutive shifts off with pay in the event of a death in the bargaining unit employee's immediate family. As per the new Bereavement law employees may use up to 5 days intermittent, 3 days covered by the district and 2 covered by the employee exhausted as either sick or PTO.

The Fire Chief or designee may allow employees to extend a bereavement leave beyond five (5) consecutive shifts by using their accrued PTO hours. The decision to extend a bereavement leave with PTO shall be is the sole discretion of the Fire Chief or designee.

For purposes of bereavement leave immediate family is defined as: spouse, registered domestic partner, child, stepchild, parent, parent-in-law, brother, sister, grandfather, grandmother, grandchild, brother-in-law, and sister-in-law.

Article XIX: Medical Insurance/Retirement

The DISTRICT shall provide Captains \$1,250 per month and Lieutenants \$1000.00 per month for medical insurance and/or Retirement, the monthly distribution to begin once the employee has established an account with the retirement company.

Part time seasonal firefighters will receive a medical reimbursement up to \$600, with proof of payment

Article XX: Shift Schedule

The shift time shall begin at 8:00AM. The standard work schedule for shift personnel is a three platoon system with each shift working two (2) consecutive twenty four (24) hour shifts followed by four (4) consecutive twenty four (24) hour shifts off (48/96 shift schedule)

Shift personnel shall perform all work and duties identified in the daily work schedule with one (1) hour daily for lunch

Sundays shall be considered a soft schedule with the approval of the Fire Chief or designee. Employees are required to complete vehicle and station dailies in addition to responding to calls for service when working a "soft schedule."

The observed holidays set forth in this MOU shall be considered a soft schedule.

Article XXI: Shift Trades

A. Regular bargaining unit employees shall have the right to trade shifts among themselves, with other qualified represented employees by working their regularly scheduled day off and taking another day off so long as it does not interfere with the operation of the fire department. This provision may be used for early relief as needed by the employees.

B. Trade time shall not result in additional cost to the DISTRICT.

C. The DISTRICT shall not, in any way, be held responsible for trade arrangements made between employees pursuant to this Article. The employee scheduled to work after approval of the shift trade shall be responsible, in all respects, for service to the DISTRICT.

Article XXII: Reasons for Disciplinary Actions

The following may be deemed sufficient reasons for the DISTRICT to initiate disciplinary action including, but not limited to, written reprimand, suspension, demotion, reduction in rank and/or salary, or discharge. The illustrations of unacceptable conduct cited below are intended to provide both specific and exemplary reasons for initiating disciplinary action and to alert employees to the more commonplace types of employment conduct violations. However, because conditions of human conduct are unpredictable, no attempt has been made here to establish a complete list. Should there arise instances of unacceptable conduct not included in the following list, the DISTRICT may find it necessary and appropriate to initiate disciplinary action in accordance with this Article.

Refer to Article 'P' in the district policies and procedures

Attendance

Improper or unauthorized use or abuse of paid leaves.

Being absent without authorized leave or repeated unauthorized late arrival or early departure from work.

Behavior

Willful or negligent violation of the provisions of this MOU, DISTRICT Rules and Regulations, DISTRICT Policies and Procedures or related directives.

Failure to carry out a lawful directive or order from a superior, except where the employee's or public's safety may be reasonably jeopardized by the order.

Engaging in activities that create a conflict of interest with the employee's duties and responsibilities to the DISTRICT or their position as firefighters.

Conviction of a felony crime, including conviction based on a plea of nolo contendere, or of a misdemeanor involving moral turpitude the nature of which reflects the possibility of serious consequences related to the continued assignment or employment of the employee.

Knowingly falsifying, removal, or destruction of information related to employment, payroll, or work-related records or reports.

Soliciting outside work for personal gain during business hours; engaging in off-duty employment for any business under contract with the DISTRICT; participating in any off-duty employment that adversely affects the employee's performance of work for the DISTRICT.

Discourteous treatment of the public or other employees, including harassing, coercing, threatening, or intimidating others.

Failure to adhere to standard safety practices.

Unauthorized removal or use of DISTRICT property or other property assigned to or under the control of the DISTRICT.

Physical altercations:

Any act or conduct that violates the DISTRICT’s policies prohibiting workplace discrimination and harassment or is otherwise discriminatory or harassing with respect to another person’s age, race, color, national origin, ancestry, sex, gender, gender identity, gender expression, disability, medical condition, religion, military and veteran status, sexual orientation, marital status, or political affiliation.

Performance:

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent, and reasonable manner.
2. Failure to improve job performance in accordance with written or verbal direction as outlined in the DISTRICT Rules and Regulations.

Failure to accept reasonable and proper assignments from an authorized supervisor.

The use of alcohol or controlled substances while on duty or being under the influence of alcohol or controlled substances while on duty.

Driving any DISTRICT vehicle while under the influence of alcohol or controlled substances; failure to maintain or the suspension of a driver’s license where job duties require driving.

Careless, negligent, or improper, unauthorized use of DISTRICT property, equipment or funds, including unauthorized removal or unauthorized use for private purpose.

Unauthorized release of confidential information or official records.

Article XXIV: Grievance Procedures

A grievance is defined as a dispute by an individual bargaining unit employee or the UNION involving the interpretation or application of this MOU, DISTRICT Rules and Regulations or Policies and Procedures which adversely affect the grievant.

A. General Procedure

1. The formal grievance procedure is intended to supplement other informal and low level methods of responding to and settling problems and complaints. If informal and low level methods fail to resolve an issue, the formal grievance procedure may be utilized to resolve problems and disputes. Formal grievances may be initiated in the first instance without resorting to informal and low level methods.

2. A UNION representative may assist an individual grievant at each step of the grievance procedure and be present at any and all grievance meetings/hearings with the DISTRICT.

3. The time limits established for any step of the grievance procedure may be waived or extended by mutual agreement of the parties to a grievance. Such time extensions must be confirmed in writing within the time limits specified for the particular step of the grievance procedure. Unless otherwise extended by mutual agreement, any failure by a grievance to comply within the time limits provided in this procedure shall be considered abandonment of the grievance. Any failure by the DISTRICT to issue a timely response to the grievance shall allow the grievant to advance the matter to the next higher level.

4. The parties may meet to discuss a grievance at any step in the grievance procedure in an effort to resolve the particular dispute.

B. Contents of Formal Grievance

1. Formal grievances shall be presented in writing and shall contain the following minimum information:
2. A clear and concise statement of the facts and circumstances giving rise to the grievance.
3. The specific provisions of this MOU or DISTRICT Rules and Regulations or practices alleged to have been misinterpreted or misapplied, along with a statement identifying how or why the provisions were misinterpreted or misapplied.
4. An explanation of how the employee has been adversely affected.
5. A statement of the remedy requested.

C. Information

The UNION is entitled to request and obtain copies of any non-confidential and non-privileged documents and other relevant information within the DISTRICT's possession or control pertaining to the grievance.

D. Steps of the Formal Grievance Procedure

Step 1. Fire Chief

A formal written grievance shall be presented to the Fire Chief within fifteen (15) calendar days of the date the grievant or Union knew or reasonably should have known about the actions and/or circumstances giving rise to the grievance. The Fire Chief shall investigate the grievance and meet with the grievant and UNION representatives within fifteen (15) calendar days following presentation of the grievance at Step 1. The Fire Chief shall respond in writing to the grievance within five (5) calendar days following the Step 1 grievance meeting.

Step 2. Board of Directors

If the grievant and/or the UNION are not satisfied with the Fire Chief's Step 1 response to the grievance, the grievance may be advanced, in writing, to the DISTRICT Board of Directors within fifteen (15) calendar days following receipt of the Step 1 written response. The Board of Directors shall schedule a hearing to hear the grievance within thirty (30) calendar days following receipt of the written request to advance the grievance to Step 2. The Board of Directors shall respond in writing to the grievance within thirty (30) calendar days following the Step 2 hearing. A copy of the Board of Director's decision shall be delivered to the grievant, the UNION, and the Fire Chief. The Board of Director's decision shall be final.

Article XXV: Concerted Activities

- A.** The duties performed by employees of the DISTRICT as part of their employment pertain to and are essential to the operation of the DISTRICT and the welfare of the DISTRICT's citizens.
- B.** During the term of this MOU, employees shall not partially or totally abstain from the performance of their duties for the DISTRICT. The UNION shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities.
- C.** During the term of this MOU, the DISTRICT shall not cause any lockout.
- D.** Those employees who individually or collectively, partially or totally, abstain from the performance of their duties for the DISTRICT or unreasonably or arbitrarily refuse or fail to respond to overtime work requirements shall be subject to disciplinary action up to and including discharge from employment.

Article XXVI: DMV Licenses

A. The DISTRICT will provide for bi-annual DMV physicals required for driver's license renewals.

B. All bargaining unit employees are subject to testing for alcohol and controlled substances in accordance with DOT requirements. This includes accident, random, and reasonable suspicion testing. All testing shall be in accordance with the adopted DISTRICT policy which shall incorporate DOT standards and procedures.

Article XXVII: Rules and Regulations

All bargaining unit employees shall comply and abide by the DISTRICT Rules and Regulations as they exist on the effective date of this MOU.

DISTRICT agrees that it will meet and confer with the UNION as required by this MOU and the Meyers-Milias-Brown Act over identifiable adverse impacts on mandatory subjects of bargaining resulting from any amendments or modifications to existing DISTRICT Rules and Regulations.

The provisions of this MOU shall prevail in case of conflicts between this MOU and the DISTRICT's Rules and Regulations.

Article XXVIII: Promotions

Promotional examinations to the position of Captain or Lieutenant may be given by a closed-promotional or an open-competitive examination, the choice of which shall be at the DISTRICT's sole discretion.

In the case of an open-competitive examination, DISTRICT employees who qualify for and pass each part of the examination process shall be given an additional five (5) points prior to their name being entered on the eligible list for the position of Captain or Lieutenant.

Article XXIX: Layoffs

A. Bargaining unit employees, except as noted below, will be laid-off based on inverse seniority. Seasonal or stipend employees shall be laid off prior to any permanent employees.

B. An employee's seniority date, for purposes of layoff, shall be as set forth in Article VII of this MOU.

C. Subsequent to layoff, the DISTRICT will meet and confer with the UNION on the impact and effects of the layoff.

D. A laid-off employee shall have his/her name placed on the re-employment list for a period of twenty-four (24) months following the employee's last day of employment.

E. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

F. An employee in layoff status must maintain all applicable certificates and standards to be eligible for rehire.

G. The seniority of a laid-off employee shall be frozen at the time of lay-off.

H. Employees who are in layoff status shall keep on file with the DISTRICT their current contact information, including address, telephone number, and email address.

Article XXXI: Appendices, Amendments, and Duration

A. All appendices and amendments to this MOU shall be numbered or lettered, dated, and signed by the responsible parties and shall be subject to all the provisions of this MOU.

B. This MOU shall become effective upon ratification by all parties and shall continue in force until June 30, 2024, and shall be automatically renewed from year to year thereafter unless amended in accordance with this Article.

C. The parties may mutually agree to negotiate over any matter within the scope of representation, including provisions of this MOU, during the term of this agreement.

D. Amendments to this MOU must be mutually agreed upon according to the procedure outlined below. Amendments shall become effective on the date of adoption by the DISTRICT Board of Directors.

E. Either party may notify the other party in writing no later than sixty (60) days prior to the end of this MOU that it desires to modify this MOU, setting forth in writing the Articles to be revised, added, or deleted, and the proposed revision therein. In the event that such notice is given, negotiating sessions will begin promptly in accordance with the law. It is mutually agreed by both parties hereto that in the event of such notice, each Article of this MOU not referred to in such notice shall remain in full force and effect.

Article XXXII: Saving Clause

Should any provisions of this MOU become invalid or unenforceable by subsequent legislative enactment or by a judicial determination, only the particular provision at issue shall be invalid, and all other provisions of the MOU shall remain in full force and effect until otherwise amended in accordance with this MOU.

The parties shall promptly meet and confer upon the request of either party regarding any provision of this MOU that is rendered invalid as specified above.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their names to be signed in execution of this MOU on the _____ day of.

Calaveras Fire
Protection District

Calaveras Professional
Firefighters Union

President of the Board

Union President

Fire Chief

Union Representative

APPENDIX A

REGULAR SALARY SCHEDULE

CALAVERAS CONSOLIDATED HOURLY PAY SCHEDULE

	A	B	C	D	E
FIRE LIEUTENANT	\$18.00	\$19.00	\$20.00	\$21.00	\$22.00
CAPTAIN	\$20.00	\$21.00	\$22.00	\$23.00	\$24.00
SEASONAL	\$16.00				

STRIKE TEAM PAY – When assigned on CFAA Mutual Aid Request, the employee will receive a pay increase of ten percent (10%) paid the following pay period for easier calculations.

APPENDIX B

SAMPLE PAY PERIOD SCHEDULE

Pay Schedule
Sunday to a Saturday

Start		End	Pay day	SHIFT	HOURS	SHIFT	HOURS	SHIFT	HOUR	OT HOURS	OT HOURS TIMES 3
7/2/2023	TO	7/15/2023	7/21/2023	A	144.00	B	96	C	96	8	24
7/16/2023	TO	7/29/2023	8/4/2023	A	96.00	B	144	C	96	8	24
7/30/2023	TO	8/12/2023	8/18/2023	A	96.00	B	96	C	144	8	24
8/13/2023	TO	8/26/2023	9/1/2023	A	144.00	B	96	C	96	8	24
8/27/2023	TO	9/9/2023	9/15/2023	A	96.00	B	144	C	96	8	24
9/10/2023	TO	9/23/2023	9/29/2023	A	96.00	B	96	C	144	8	24
9/24/2023	TO	10/7/2023	10/13/2023	A	144.00	B	96	C	96	8	24
10/8/2023	TO	10/21/2023	10/27/2023	A	96.00	B	144	C	96	8	24
10/22/2023	TO	11/4/2023	11/10/2023	A	96.00	B	96	C	144	8	24
11/5/2023	TO	11/18/2023	11/24/2023	A	144.00	B	96	C	96	8	24
11/19/2023	TO	12/2/2023	12/8/2023	A	96.00	B	144	C	96	8	24
12/3/2023	TO	12/16/2023	12/22/2023	A	96.00	B	96	C	144	8	24
12/17/2023	TO	12/30/2023	1/5/2024	A	144.00	B	96	C	96	8	24
12/31/2023	TO	1/13/2024	1/19/2024	A	96.00	B	144	C	96	8	24
1/14/2024	TO	1/27/2024	2/2/2024	A	96.00	B	96	C	144	8	24
1/28/2024	TO	2/10/2024	2/16/2024	A	144.00	B	96	C	96	8	24
2/11/2024	TO	2/24/2024	3/1/2024	A	96.00	B	144	C	96	8	24
2/25/2024	TO	3/9/2024	3/15/2024	A	96.00	B	96	C	144	8	24
3/10/2024	TO	3/23/2024	3/29/2024	A	144.00	B	96	C	96	8	24
3/24/2024	TO	4/6/2024	4/12/2024	A	96.00	B	144	C	96	8	24
4/7/2024	TO	4/20/2024	4/26/2024	A	96.00	B	96	C	144	8	24
4/21/2024	TO	5/4/2024	5/10/2024	A	144.00	B	96	C	96	8	24
5/5/2024	TO	5/18/2024	5/24/2024	A	96.00	B	144	C	96	8	24
5/19/2024	TO	6/1/2024	6/7/2024	A	96.00	B	96	C	144	8	24
6/2/2024	TO	6/15/2024	6/21/2024	A	144.00	B	96	C	96	8	24