



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

**Regular Meeting Agenda**  
**Monday April 22, 2019 7pm**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
- 3. ROLL CALL:** Board Members: Kim Olson, Keith Hafley, Sam Harris, Ken Glissman, Chris Allen, Pat Brown, Marcus Omlin, Chris Damin and George Juelch  
Staff: Fire Chief Rich Dickinson and Rose Beristianos
- 4. 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).)
- 5. CONSENT CALENDAR:** The Consent Calendar includes routine financial and administrative actions and is usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members, the public or staff request specific items be discussed and/or removed from the Consent Calendar.
  - A. Approval of Draft Minutes: March 25, 2019 Board Meeting
  - B. Approval of Draft Minutes: April 9, 2019 Special Board Meeting
  - C. Approval of Draft Minutes: April 12, 2019 Special Board Meeting
  - D. Approval of Transmittals dated April 22, 2019
    - Regular Bills OH155058 \$ 6,061.84
    - April Cal Card OH155058 \$5,378.28 plus tax if needed

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 office reflected above, during regular business hours, at least forty-eight hours prior to the time of the meeting.

**6. FINANCE BUSINESS**

- A. Supplemental Transmittals

**7. FIRE CHIEF'S REPORT**

**8. COMMITTEE REPORTS**

- A. Finance Committee
- B. Personnel Committee

**9. CORRESPONDENCE:**

- 10. UNFINISHED BUSINESS:** Since this Old Business has been discussed in prior meetings, the Chairman reserves the right to limit each speaker to three (3) minutes per person per topic. Ralph M. Brown Act Gov. (Code, § 54954.3(b).

- A. Discussion/Action – None

**11. NEW BUSINESS:**

- A. Discussion/Action – MOU Between Calaveras Professional Firefighters Union IAFF Local 5149 and the Calaveras Consolidated Fire Protection District.
- B. Discussion/Action – PNC Resolution 042219A

**12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS**

**13. ADJOURNMENT:**

Next meeting scheduled for May to be discussed.



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**Special Regular Meeting Agenda**

**March 25<sup>th</sup>, 2019**

**Closed Session 6pm**

**Regular Meeting 7pm**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. CLOSED SESSION AGENDA:** Contract Negotiations per Brown Act Pursuant to Government code sec. 54957.6 - Closed session at 7:05 no action taken. Proceed to next board meeting for a vote.
- 3. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
- 4. ROLL CALL:** Board Members Present: Kim Olson, Keith Hafley, Sam Harris, Ken Glissman, Chris Allen, Pat Brown, George Juelch, Marcus Omlin and Chris Damin  
Staff Present: Fire Chief Rich Dickinson and Rose Beristianos
- 5. PUBLIC COMMENT:** None
- 6. CONSENT CALENDAR:** Cal Card pulled. Motion by Sam Harris to approve Regular Bills 2<sup>nd</sup> by Keith Hafley Votes 9 yes.  
Cal Card Discussion regarding charges. Motion to approve by Pat Brown 2<sup>nd</sup> by Keith Hafley Votes 9 yes.
  - A. Approval of Draft Minutes: February 25, 2019 Board Meeting
  - B. Approval of Transmittal dated March 25, 2019
    - Regular Bills OH154654 \$7,174.38
    - March Cal Card OH154655 \$7,559.39 plus tax if needed
- 7. FINANCE BUSINESS**
  - A. Supplemental Transmittals – OH154655 \$7,559.39 Motion by Chris Allen 2<sup>nd</sup> by Chris Damin. Votes 9 yes.

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**8. FIRE CHIEF'S REPORT** – Chief gave his report

**9. COMMITTEE REPORTS**

- A. Finance Committee – nothing
- B. Personnel Committee - nothing

**10. CORRESPONDENCE:** None

**11. UNFINISHED BUSINESS:** Since this Old Business has been discussed in prior meetings, the Chairman reserves the right to limit each speaker to three (3) minutes per person per topic. Ralph M. Brown Act Gov. (Code, § 54954.3(b).

- A. None

**12. NEW BUSINESS:**

- A. Discussion/Action – Joint Powers Agreement of Calaveras County Fire Joint Powers Authority. Motion by Ken Glissman to enter into the JPA 2<sup>nd</sup> by Marcus Omlin Votes 9 yes.

**13. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS** – Round Table Discussion

**14. ADJOURNMENT:** Motion to adjourn at 8:56pm by Keith Hafley 2<sup>nd</sup> by Ken Glissman Votes 9 yes.

Next meeting scheduled for April 22, 2019



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**6501 Jenny Lind Road, Valley Springs, CA 95252**  
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**Special Meeting Draft Minutes**  
**April 9<sup>th</sup>, 2019 Meeting at 6pm**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
- 3. ROLL CALL:** Board Members: Kim Olson, Keith Hafley, Ken Glissman, Chris Allen, and Pat Brown  
  
Board Members Absent: Marcus Omlin, George Juelch, Sam Harris, Chris Damin  
  
Staff Present: Fire Chief Rich Dickinson and Rose Beristianos
- 4. PUBLIC COMMENT:** None
- 5. NEW BUSINESS:** Motion by Keith Hafley to table items A and B until there is a price given for an added engine but no longer than a week 2<sup>nd</sup> by Chris Allen Votes 5 yes 4 absent
  - A. Discussion/Action – Surplus Type 3 Engine
  - B. Discussion/Action – Purchase Type 3 Engine
- 6. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS**
- 7. ADJOURNMENT:** Motion to adjourn at 7:41pm by Chris Allen 2<sup>nd</sup> by Ken Glissman Votes 5 yes 4 absent.

Next meeting scheduled for April 22, 2019

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**Special Meeting Draft Minutes**  
**April 12th, 2019 Meeting at 6pm**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. MOMENT OF SILENCE:** To recognize and honor the efforts of the American Service Members and Public Safety Personnel.
- 3. ROLL CALL:** Board Members Present: Kim Olson, Keith Hafley, Ken Glissman, Pat Brown, Marcus Omlin  
Board Members Absent: Chris Damin, Chris Allen, Sam Harris, George Juelch  
Staff Present: Fire Chief Rich Dickinson and Rose Beristianos
- 4. PUBLIC COMMENT:** None
- 5. NEW BUSINESS:**
  - A. Discussion/Action – Purchase Type 3 Engine – Motion by Keith Hafley to accept the bid on the Pierce 2020 FX3 1000 gpm #33144 at \$383,858.25 second by Ken Glissman Votes 5 yes 4 Absent.
  - B. Discussion/Action – Surplus Type 3 Engine – Motion by Pat Brown to sell type 3 engine 133 1990 High Tech for \$25,000 to Lone Fire Dept for them to take delivery date to be determined by the Chief 2<sup>nd</sup> by Marcus Omlin Votes 5 yes 4 absent
- 6. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS –** Round table discussions
- 7. ADJOURNMENT:** Motion by Kim Olson to adjourn the meeting at 7:02pm 2<sup>nd</sup> by Keith Hafley Votes 5 yes 4 absent.

Next meeting scheduled for April 22, 2019

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 office reflected above, during regular business hours, at least forty-eight hours prior to the time of the meeting.

**CALAVERAS CONSOLIDATED FIRE  
PROTECTION DISTRICT**

Date: 4/22/2019

**MAIL ALL CHECKS**

Contact: ROSE BERISTIANOS  
Cell Phone: 482-3754

22030010  
PO BOX 579  
VALLY SPRINGS CA 95252

Please initial any strikeovers/changes

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				OH155058		
				REGULAR BILLS		
				<b>\$ 6,061.84</b>	<b>Grand Total</b>	

District agrees to retain original invoices for five years. Merchandise itemized above has been received or the services claimed have been performed and the expenditures are authorized and approved by

CHRIS DAMIN  
KIM OLSON  
KEN GLISSMAN  
KEITH HAFLEY  
SAM HARRIS  
PAT BROWN  
GEORGE JUELCH  
MARCUS OMLIN  
CHRISTOPHER ALLEN

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby approved the above claim(s) and certify to the correctness of the computations.  
Rebecca Callen, Auditor-Controller

By: \_\_\_\_\_  
Deputy

CHIEF RICH DICKINSON

\_\_\_\_\_

### AP Entry Batch Proof

Batch ID: **OH155058**

Enter Date: 04/16/2019    Batch Status: BE    User Total: 6,061.84

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Audited: \_\_\_\_\_  
 Distributed: \_\_\_\_\_  
 Paid: \_\_\_\_\_

**User:** BERISTIANOS,ROSE    **Batch Created By:** BERISROS    **Date:** 04/18/2019  
**Report:** Batch Proof (Auditor)    **Time:** 06:48:58

<i>Inv Amt</i> <b>608.93</b>	22030010 CALCO-FHJLJPA    5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> <span style="border: 1px solid black; padding: 2px;">02/26/2019</span>	<i>Invoice #:</i> IN1314458 <i>CUST#</i> C201306	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> <b>W002221</b> <a href="#">MUNICIPAL EMERGENCY SE</a>	5 REMITTANCE DRIVE STE 3135 CHICAGO	<b>IL</b> 60675	REFUND    FY    RETURN	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>				
<i>Inv Amt</i> <b>292.14</b>	22030010 CALCO-FHJLJPA    5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> <span style="border: 1px solid black; padding: 2px;">04/08/2019</span>	<i>Invoice #:</i> 31526 <i>ACCT#</i> 90197	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> <b>0038243</b> <a href="#">HUNT AND SONS INC</a>	PO BOX 277670    SACRAMENTO	<b>CA</b> 95827	REFUND    FY    RETURN	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>				
<i>Inv Amt</i> <b>436.97</b>	22030010 CALCO-FHJLJPA    5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> <span style="border: 1px solid black; padding: 2px;">04/01/2019</span>	<i>Invoice #:</i> 26007 <i>ACCT#</i> 90197	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> <b>0038243</b> <a href="#">HUNT AND SONS INC</a>	PO BOX 277670    SACRAMENTO	<b>CA</b> 95827	REFUND    FY    RETURN	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>				
<i>Inv Amt</i> <b>425.71</b>	22030010 CALCO-FHJLJPA    5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> <span style="border: 1px solid black; padding: 2px;">03/25/2019</span>	<i>Invoice #:</i> 22860 <i>ACCT#</i> 90197	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> <b>0038243</b> <a href="#">HUNT AND SONS INC</a>	PO BOX 277670    SACRAMENTO	<b>CA</b> 95827	REFUND    FY    RETURN	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>				
<i>Inv Amt</i> <b>320.34</b>	22030010 CALCO-FHJLJPA    5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> <span style="border: 1px solid black; padding: 2px;">03/25/2019</span>	<i>Invoice #:</i> 22916 <i>ACCT#</i> 90197	<i>Secondary Ref:</i>	<i>PO#:</i>	
<i>Vendor:</i> <b>0038243</b> <a href="#">HUNT AND SONS INC</a>	PO BOX 277670    SACRAMENTO	<b>CA</b> 95827	REFUND    FY    RETURN	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Division Code:</i> SPD2 <i>Check Stock:</i> AP <i>Tax Code:</i>				



**AP Entry Batch Proof**

Batch ID: **OH155058**

<i>Inv Amt</i> <b>617.99</b>	22030010 CALCO-FHJLJPA	5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> 04/15/2019	<i>Invoice #:</i> 34589	ACCT# 90197	<i>Secondary Ref:</i>	PO#:	
<i>Vendor:</i> 0038243 <a href="#">HUNT AND SONS INC</a>	PO BOX 277670	SACRAMENTO CA 95827		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> <b>312.50</b>	22030010 CALCO-FHJLJPA	5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> 04/01/2019	<i>Invoice #:</i> 17709	CALAVERAS CONSOLIDATED FIRE	<i>Secondary Ref:</i>	PO#:	
<i>Vendor:</i> 0002360 <a href="#">SAM BERRI TOWING</a>	PO BOX 1978	MURPHYS CA 95247		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> <b>1,300.00</b>	22030010 CALCO-FHJLJPA	5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> 03/31/2019	<i>Invoice #:</i> 2203033119	MARCH 2019 INVOICE	<i>Secondary Ref:</i>	PO#:	
<i>Vendor:</i> 0041402 <a href="#">BERISTIANOS, ROSEMARIE</a>	3573 BERKESEY LANE	VALLEY SPRINGS CA 95252		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> <b>244.00</b>	22030010 CALCO-FHJLJPA	5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> 03/31/2019	<i>Invoice #:</i> 34985	CALAVERAS CONSOLIDATED FIRE	<i>Secondary Ref:</i>	PO#:	
<i>Vendor:</i> 0031935 <a href="#">SCOTTS PPE RECON INC</a>	827 BLACK DIAMOND WAY STE CLODI	CA 95240		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> <b>250.00</b>	22030010 CALCO-FHJLJPA	5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> 04/02/2019	<i>Invoice #:</i> 92273	CALAVERAS CONSOLIDATED FIRE	<i>Secondary Ref:</i>	PO#:	
<i>Vendor:</i> 0041553 <a href="#">GEISZLER CPA, ANTIONET</a>	1743 GRAND CANAL BLVD STE 10	STOCKTON CA 95207		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> <b>637.95</b>	22030010 CALCO-FHJLJPA	5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> 04/02/2019	<i>Invoice #:</i> 65843	MBR# 7712	<i>Secondary Ref:</i>	PO#:	
<i>Vendor:</i> 0033234 <a href="#">SPECIAL DISTRICT RISK</a>	1112 I ST STE 300	SACRAMENTO CA 95814-2865		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> <b>615.31</b>	22030010 CALCO-FHJLJPA	5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
<i>Invoice Date:</i> 03/14/2019	<i>Invoice #:</i> 177468	ACCT# 17823	<i>Secondary Ref:</i>	PO#:	
<i>Vendor:</i> 0041428 <a href="#">VAN UNEN/MIERSMA PROPA</a>	PO BOX 96	RIPON CA 95366		REFUND	FY RETURN
Division Code: SPD2	Check Stock: AP	Tax Code:		<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
System Messages:				<b>Total</b>	<b>6,061.84</b>

**CALAVERAS CONSOLIDATED FIRE  
PROTECTION DISTRICT**

Date: 4/22/2019

**MAIL ALL CHECKS**

Contact: ROSE BERISTIANOS  
Cell Phone: 482-3754

**22030010**  
PO BOX 579  
VALLY SPRINGS CA 95252

**Please initial any strikeovers/changes**

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				BATCH OH155059		
				CAL CARD		
<b>\$ 5,378.28</b>				<b>PLUS TAX IF NEEDED</b>		

District agrees to retain original invoices for five years. Merchandise itemized above has been received or the services claimed have been performed and the expenditures are authorized and approved by

CHRIS DAMIN  
KIM OLSON  
KEN GLISSMAN  
KEITH HAFLEY  
SAM HARRIS  
PAT BROWN  
GEORGE JUELCH  
MARCUS OMLIN  
CHRISTOPHER ALLEN

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby approved the above claim(s) and certify to the correctness of the computations.  
Rebecca Callen, Auditor-Controller

By: \_\_\_\_\_  
Deputy

CHIEF RICH DICKINSON

\_\_\_\_\_

Cal Card Summary

PEID

Object Code

**37446**  
**Receipt**

Category	Date	Amount	Description	Y or N	Person	Description
UTILITIES	4/2/2019	131.89	VONAGE	YES	OLSON	UTILITIES
FOOD	4/3/2019	31.00	HOUSE OF BEEF	YES	BUTLER	FOOD
HYDRANT MAINT	4/15/2019	77.20	SENDERS	YES	BUTLER	SENDERS
MED BENEFIT	4/1/2019	410.83	BLUE SHIELD	YES	GAMMA	MED BENEFIT
	4/2/2019	15.54	EXXON		GAMMA	
MAINT BG	3/18/2019	76.40	US FLAG	YES	CHIEF	2 FLAGS
MAINT EQ	3/18/2019	34.99	ONSTAR	YES	CHIEF	SUBSCRIPTION
OFF EXP	3/22/2019	83.97	GRAMMARLY CODNMOWR	YES	CHIEF	SUBSCRIPTION
UTILITIES	3/22/2019	157.41	ATT	YES	CHIEF	UTILITIES
UTILITIES	3/22/2019	159.62	ATT	YES	CHIEF	UTILITIES
UTILITIES	3/22/2019	85.00	ATT	YES	CHIEF	UTILITIES
UTILITIES	4/8/2019	145.15	CAL WASTE	YES	CHIEF	UTILITIES
UTILITIES	4/8/2019	72.58	CAL WASTE	YES	CHIEF	UTILITIES
UTILITIES	4/8/2019	82.34	CAL WASTE	YES	CHIEF	UTILITIES
UTILITIES	4/10/2019	121.84	ATT	YES	CHIEF	UTILITIES
FOOD	4/11/2019	41.27	FUSION	YES	CHIEF	FOOD
	4/5/2019	7.50	OREILLY		THOMAS	
	4/5/2019	1.76	SENDERS		THOMAS	
	4/8/2019	2.79	AUTOZONE		THOMAS	
	4/9/2019	60.00	WESTERN RADIATOR		THOMAS	

FUEL	3/21/2019	42.69	EXXON	YES	RUOFF	FUEL
MAINT EQ	3/25/2019	78.24	OREILLY	YES	RUOFF	OREILLY
MAINT EQ	3/25/2019	7.49	OREILLY	YES	RUOFF	OREILLY
MAINT BG	3/25/2019	108.10	AMAZON	YES	RUOFF	REPLACEMNT LOCK
MED BENEFIT	3/25/2019	549.99	BLUE SHIELD	YES	RUOFF	MED BENEFIT
MAINT BG	4/11/2019	35.36	SENDERS	YES	RUOFF	SENDERS
MAINT BG	4/12/2019	13.95	SENDERS	YES	RUOFF	SENDERS
MED SUPPLIES	3/18/2019	64.34	CVS	YES	GALLIAZZO	MED SUPPLIES
FUEL	3/19/2019	35.00	EXXON	YES	GALLIAZZO	FUEL
MED SUPPLIES	3/21/2019	344.92	LIFE ASSIST		GALLIAZZO	
MAINT EQ	3/22/2019	1,593.05	OAKDALE AUTOMOTIVE	YES	GALLIAZZO	TIRES
MED SUPPLIES	3/25/2019	25.08	AUTOZONE		GALLIAZZO	
MED SUPPLIES	3/25/2019	387.85	LIFE ASSIST	YES	GALLIAZZO	MED SUPPLIES
MAINT EQ	3/25/2019	72.71	RL RIGHETTI	YES	GALLIAZZO	PARTS
FUEL	3/26/2019	69.49	CHEVRON	YES	GALLIAZZO	FUEL
FOOD	4/1/2019	24.14	CHIPOLTE	YES	GALLIAZZO	FOOD
	4/9/2019	26.80	SENDERS		GALLIAZZO	
FUEL	4/9/2019	100.00	ZIPPY	YES	BROWN	FUEL
		5,378.28				

**AP Entry Batch Proof**

Batch ID: **OH155059**

Enter Date:  Batch Status: BE User Total: 5,378.28

The undersigned, under penalty of perjury, states that the items on the attached claim are true and correct, that the amounts are properly due this claimant, and that no items have been previously paid. Furthermore, the articles or services specified in the attached claim were necessary, ordered for use by this department, and the articles or services have been delivered or performed as stated.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Audited: _____
Distributed: _____
Paid: _____

User: BERISTIANOS,ROSE Batch Created By: BERISROS Date: 04/18/2019  
Report: Batch Proof (Auditor) Time: 06:49:32

Inv Amt	<b>5,378.28</b>	22030010 CALCO-FHJLJPA	5241 Office Expense	<b>JL:</b>	Separate Check:	Relate To:
Invoice Date:	<input type="text" value="04/15/2019"/>	Invoice #: 2203041519	CALCARD # 5566 1531	Secondary Ref:	PO#:	
Vendor:	<b>0037446</b>	<b>US BANK CORP PAYMENT \$</b>	PO BOX 790428	SAINT LOUIS	<b>MO</b>	63179-0428
Division Code:	SPD2	Check Stock:	AP	Tax Code:		
					REFUND	FY
					<input type="text"/>	<input type="text"/>
						RETURN
						<input type="text" value="RD"/>

System Messages: Total **5,378.28**

**MEMORANDUM**

**OF**

**UNDERSTANDING**

**BETWEEN THE**

**CALAVERAS PROFESSIONAL FIREFIGHTERS UNION  
IAFF LOCAL 5149**

**AND THE**

**CALAVERAS FIRE PROTECTION DISTRICT**

**Effective: Ratification through June 30, 2020**

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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  
Engineer

## **Article III: Prevailing Rights**

All, benefits, and working conditions enjoyed by 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 for non-disciplinary reasons.

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 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 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.
- D. 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.
- E. 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.

- F. 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.
- G. **All promotional appointments of current bargaining unit employees to Captain or Engineer shall be subject to a six (6) month probationary period. All new hires shall be subject to a twelve (12) month probationary period.**

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 (Engineer 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 18 days for a total of twenty (20) pay periods each year. The schedule of base salaries for employees covered by this AGREEMENT is incorporated herein.

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

### **Article IX: Working Out of Classification**

A, 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.

### **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 18-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 18-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 work day/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.

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

### **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.

1. For full-time bargaining unit employees, the DISTRICT shall provide such safety boots as needed thereafter.

For part-time 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 employees 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 full-time bargaining unit employee shall receive a clothing allowance up to a maximum of \$300.00 per fiscal year for the purchase and maintenance and replacement of clothing items as defined as the current "Class B Uniform" and for other worked related items through established DISTRICT vendors. Full-time 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) provide bargaining unit employees with the ability to take time off from work without the loss of pay.

All full-time bargaining unit employees receive 168 hours of PTO each year and may accumulate and carry-over PTO hours to a combined maximum of 252 PTO 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.

### **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 bargaining unit employees:

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 holiday 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.**

**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

The Fire Chief or designee may allow employees to extend a bereavement leave beyond three (3) 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 Engineers \$700.00 per month for medical insurance and/or Retirement.

**Article XX: Shift Schedule**

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. Full-time 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.

#### **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:
  - a. A clear and concise statement of the facts and circumstances giving rise to the grievance.
  - b. 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.
  - c. An explanation of how the employee has been adversely affected.
  - d. 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 Engineer 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 Engineer.

#### **Article XXIX: Layoffs**

- A. **Bargaining unit employees, except as noted below, will be laid-off based on inverse seniority. Part-time 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 for non-economic items and on July 1, 2019 for all economic items and shall continue in force until June 30, 2020, 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 to the scope of representation, including provisions of this MOU, during the term of this agreement.
- C. 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.

D. 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

Calaveras Professional



District

Firefighters Union

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President of the Board

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Union President

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Fire Chief

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Union Representative

**APPENDIX A**

**REGULAR SALARY SCHEDULE**

[PER CURRENT SALARY SCHEDULE]

## RESOLUTION

# 04222019A

Municipality/Lessee:     \_Calaveras Consolidated Fire Protection District

Principal Amount Expected To Be Financed:     \$ 133,858.25

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one Richard Dickinson OR Patrick Brown (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this day of April 22, 2019.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: Calaveras Consolidated Fire Protection District

\_\_\_\_\_  
Signature of Clerk of the board

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_