



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

Regular Meeting Agenda **January 27, 2025**

CALL TO ORDER 6:00AM REGULAR SESSION

1. ROLL CALL:

BOARD MEMBER: Keith Hafley, Sam Harris, Ryan Hamre, Pat Sullivan.
Ken Glissman, Garrett Robertshaw, Roberta M. Corso, Kyle Harvey and Michael Rodgers

STAFF: Fire Chief Rich Dickinson and Rose Beristianos

2. PLEDGE OF ALLEGIANCE

3. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel

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 the Draft Minutes of October 28, 2024, Regular Meeting
- B.** Approval of the Draft Minutes of December 16, 2024, Special Meeting
- C.** Approval of the Draft Minutes of January 6, 2025, Special Meeting
- D.** Approval of the Regular Bills Transmittal OH185612, \$96,755.60
- E.** Approval of the Calcard Transmittal OH185613, \$3,909.51

6. FINANCE BUSINESS

- A. Supplemental Transmittals

7. FIRE CHIEF'S REPORT

8. CORRESPONDENCE:

9. 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))

10. NEW BUSINESS:

- A. Discussion/Action – Approve Resolution No. 20250127A, A Resolution of the Calaveras Consolidated Fire Protection District, Adopting the Calaveras Professional Firefighters Union, IAFF Local 5149, Memorandum of Understanding
- B. Discussion/Action - Duty Coverage Position
- C. Discussion/Action – Monthly payments to Cities and Counties from the 1% sales tax and use tax
- D. Discussion/Action- Calaveras Consolidated Fire Protection District PARS Defined Benefit Plan Milliman Report

11. COMMITTEE COMMENTS

12. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS

13. ADJOURNMENT: Next Meeting Scheduled for February 24, 2025



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

Regular Meeting Draft Minutes
October 28, 2024

1. CALL TO ORDER 5:00PM CLOSED SESSION

2. ROLL CALL:

BOARD MEMBER PRESENT: Keith Hafley, Ryan Hamre, Pat Sullivan,
Ken Glissman, Tim Runion, Garrett Robertshaw, Roberta M. Corso, and Kyle Harvey
BOARD MEMBER ABSENT: Sam Harris

STAFF: Fire Chief Rich Dickinson (**PRESENT**) and Rose Beristianos (**ABSENT**)

3. ADJOURN TO CLOSED SESSION

A. Conference with Labor Negotiators (Gov Code Section 54957.7)
District Designated Representatives
Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

B. Public Employee, Evaluation of Performance (Gov. Code 54957.B.1)

CALL TO ORDER 6:00PM REGULAR SESSION

4. PLEDGE OF ALLEGIANCE

5. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel

6. ROLL CALL: **AS NOTED ABOVE**

7. REPORT OUT OF CLOSED SESSION

A. Conference with Labor Negotiator (Gov Code Section 54957.7)
District Designated Representatives
Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

B. Public Employee, Evaluation of Performance (Gov Code 54957 B.1)

DIRECTION GIVEN TO STAFF ON BOTH ITEMS

8. BADGE PINNING - TABLED

9. PUBLIC COMMENT: NONE

10. CONSENT CALENDAR:

A. Approval of Draft Minutes: September 23, 2024, Regular Meeting

B. Approval of Regular Bills Transmittals OH184136, \$16,730.44

C. Approval of CalCard Transmittal OH184137, \$30,334.40

ITEM C PULLED, DISCUSSION ON ITEM C

MOTION TO APPROVE THE CONSENT CALENDAR BY KEN GLISSMAN, SECONDED BY KYLE HARVEY, PASSED 8 YES, 1 ABSENT

11. FINANCE BUSINESS: NONE

12. FIRE CHIEF'S REPORT: CHIEF GAVE HIS REPORT

13. CORRESPONDENCE: NONE

14. UNFINISHED BUSINESS: NONE

15. NEW BUSINESS:

A. Discussion/Action – Review and approve the proposal from Cisco Fire Sprinklers for the Fire Training Facility

ACTION: MOTION TO APPROVE THE PROPOSAL USING EXACTION FUNDS, ALLOW RYAN HAMRE TO SIGN AND HAVE A CHECK ISSUED FOR 40% OF THE PROPOSAL AMOUNT ISSUED TO CISCO FIRE SPRINKLERS AS SOON AS POSSIBLE BY PAT SULLIVAN, SECONDED BY GARRETT ROBERTSHAW, PASSED 8 YES, 1 ABSENT

B. Discussion/Action – Code 2 Response practices – DISCUSSION ONLY

16. COMMITTEE COMMENTS – NO COMMENTS

17. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS – ROUND TABLE DISCUSSION AND COMMENTS

18. ADJOURNMENT: MOTION TO ADJOURN THE MEETING AT 7:45PM BY TIM RUNION, SECONDED BY KEN GLISSMAN, PASSED 8 YES, 1 ABSENT



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
6501 Jenny Lind Road, Valley Springs, CA 95252
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Special Meeting Draft Minutes
December 16, 2024

1. CALL TO ORDER 5:00PM CLOSED SESSION

2. ROLL CALL:

BOARD MEMBER PRESENT: Keith Hafley, Sam Harris, Ryan Hamre, Garrett Robertshaw, Roberta M. Corso, Kyle Harvey and Michael Rodgers

BOARD MEMBER ABSENT: Pat Sullivan and Ken Glissman

STAFF: Fire Chief Rich Dickinson (**ABSENT**) and Rose Beristianos (**PRESENT**)

3. ADJOURN TO CLOSED SESSION

A. Conference with Labor Negotiators (Gov Code Section 54957.7)
District Designated Representatives

Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

B. Public Employee, Evaluation of Performance (Gov. Code 54957.B.1)

CALL TO ORDER 6:00PM REGULAR SESSION

4. PLEDGE OF ALLEGIANCE

5. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel

6. ROLL CALL:

BOARD MEMBER PRESENT: Keith Hafley, Sam Harris, Ryan Hamre, Garrett Robertshaw, Roberta M. Corso, Kyle Harvey and Michael Rodgers

BOARD MEMBER ABSENT: Pat Sullivan and Ken Glissman

STAFF: Fire Chief Rich Dickinson (**ABSENT**) and Rose Beristianos (**PRESENT**)

7. REPORT OUT OF CLOSED SESSION

- A. Conference with Labor Negotiator (Gov Code Section 54957.7)**
District Designated Representatives
Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

- B. Public Employee, Evaluation of Performance (Gov. Code 54957.B.1)**

DIRECTION GIVEN TO STAFF

8. OATH OF OFFICE FOR NEW AND REELECTED BOARD MEMBERS

- KEITH HAFLEY
- SAM HARRIS
- KEN GLISSMAN
- RYAN HAMRE
- ROBERTA M CORSO
- KYLE HARVEY
- GARRETT ROBERTSHAW

OATH OF OFFICE ADMINISTERED

9. ELECTION OF 2025 BOARD CHAIR

ACTION RYAN HAMRE MOTION TO APPOINT KEITH HAFLEY AS CHAIR, SECONDED BY SAM HARRIS, ACCEPTED BY KEITH PASSED 7 YES

10. ELECTION OF VICE CHAIR

ACTION GARRETT ROBERTSHAW MOTION TO APPOINT RYAN HAMRE AS THE VICE CHAIR, SECONDED BY ROBERTA CORSO, ACCEPTED BY RYAN, PASSED 7 YES

11. ELECTION OF BOARD CLERK

ACTION GARRETT ROBERTSHAW MOTION TO APPOINT KEN GLISSMAN AS THE BOARD CLERK, SECONDED BY RYAN HAMRE, PASSED 7 YES

12. ELECTION OF COMMITTEES – PERSONNEL AND FINANCE

PERSONNEL COMMITTEE – KYLE HARVEY, ROBERTA CORSO, GARRETT ROBERTSHAW AND PAT SULLIVAN

FINANCE COMMITTEE – ROBERTA CORSO, SAM HARRIS AND RYAN HAMRE

13. PUBLIC COMMENT: NONE

14. CONSENT CALENDAR:

- A. Approval of Regular Bills Transmittals OH184968, \$27,143.56**
- B. Approval of CalCard Transmittal OH184969, \$21,967.61**

ACTION: MOTION TO APPROVE THE CONSENT CALENDAR BY KYLE HARVEY, SECONDED BY SAM HARRIS, PASSED 7 YES

15. FINANCE BUSINESS

A. Supplemental Transmittals – JOURNAL ENTRY FOR TRACKIT AT A COST OF \$1,193.91.

ACTION: MOTION TO APPROVE JOURNAL ENTRY BY SAM HARRIS, SECONDED BY GARRETT ROBERTSHAW, PASSED 7 YES

16. FIRE CHIEF'S REPORT- CHIEF ABSENT

17. CORRESPONDENCE: NONE

18. UNFINISHED BUSINESS: NONE

19. NEW BUSINESS:

A. Discussion/Action – Approve the Journal Entry/Chargeback Request and Budget Adjustment to Transfer Funds from the Exaction Account (2200) to the General Account (2203) for the Total Cost of \$195,744

ACTION: MOTION TO APPROVE BY RYAN HAMRE, SECONDED BY KYLE HARVEY, PASSED 7 YES

B. Discussion/Action – Approve Resolution No. 20241216A, Accepting the Canvass of the General Election Held on November 5, 2024, Pursuant to Division 15, Chapter 4 of the Election Code

ACTION: MOTION TO APPROVE BY RYAN HAMRE, SECONDED BY KYLE HARVEY, PASSED 7 YES

C. Discussion/Action – Review Quote for Apparatus Repair

ACTION: MOTION TO APPROVE REPAIR BY GARRETT ROBERTSHAW, SECONDED BY KYLE HARVEY, PASSED 7 YES

20. COMMITTEE COMMENTS - NONE

21. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS – ROUND TABLE COMMENTS

22. ADJOURNMENT: Next Meeting Scheduled for January 27, 2024

ACTION MOTION TO ADJOURN THE MEETING AT 7:08PM BY RYAN HAMRE, SECONDED BY GARRETT ROBERTSHAW, PASSED 7 YES



CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
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Special Meeting Draft Minutes
January 6, 2025

1. CALL TO ORDER 5:00PM CLOSED SESSION

2. ROLL CALL:

BOARD MEMBER PRESENT: Keith Hafley, Sam Harris, Ryan Hamre, Pat Sullivan.
Ken Glissman, Garrett Robertshaw, Roberta M. Corso, Kyle Harvey and Michael Rodgers

STAFF PRESENT: Fire Chief Rich Dickinson and Rose Beristianos

3. ADJOURN TO CLOSED SESSION

- A.** Conference with Labor Negotiators (Gov Code Section 54957.7)
District Designated Representatives
Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

REGULAR SESSION TO FOLLOW AFTER CLOSED SESSION IS COMPLETE

4. PLEDGE OF ALLEGIANCE

5. MOMENT OF SILENCE: To recognize and honor the efforts of the American Service Member and Public Safety Personnel

6. REPORT OUT OF CLOSED SESSION

- A.** Conference with Labor Negotiator (Gov Code Section 54957.7)
District Designated Representatives
Employee Organization: Calaveras Professional Firefighters Union IAFF Local 5149

DIRECTION GIVEN TO STAFF

7. PUBLIC COMMENT: **NONE**

8. FINANCE BUSINESS

A. Supplemental Transmittals – OH185270, Regular Bills \$27,368.73, OH185271, December Cal Card \$15,773.82

ACTION: MOTION TO APPROVE BY RYAN HAMRE, SECONDED BY SAM HARRIS, 7 YES, 1 ABSTAIN, 1 ABSENT

9. FIRE CHIEF'S REPORT: **CHIEF GAVE HIS REPORT**

10. CORRESPONDENCE: **NONE**

11. NEW BUSINESS:

A. Discussion/Action – Duty Chief Position Discussion

ACTION: MOTION TO APPROVE THE POSITION WITH THE COMMITTEE TO PUT TOGETHER A JOB DESCRIPTION AND OR CONTRACT BY PAY SULLIVAN, SECONDED BY ROBERTA CORSO, PASSED 8 YES, 1 ABSENT

COMMITTEE IS GARRETT ROBERTSHAW, ROBERTA CORSO, MICHAEL RODGERS

12. COMMITTEE COMMENTS – **COMMENTS GIVEN**

13. BOARD OF DIRECTOR AND FIRE CHIEF COMMENTS – **ROUND TABLE COMMENTS**

14. ADJOURNMENT: Next Meeting Scheduled for January 27, 2025

ACTION: MOTION TO ADJOURN THE MEETING AT 6:55 BY GARRETT ROBERTSHAW, SECONDED BY ROBERTA CORSO, PASSED 8 YES, 1 ABSENT

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 1/27/2025

MAIL ALL CHECKS

Contact: ROSE BERISTIANOS
Cell Phone: 482-3754

22030010
PO BOX 579
VALLEY SPRINGS CA 95252

Please initial any strikeovers/changes

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				OH185612		
				REGULAR BILLS		

\$ 96,755.60 Grand Total

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

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

ROBERTA M CORSO
KEN GLISSMAN
KEITH HAFLEY
SAM HARRIS
RYAN HAMRE
PATRICK SULLIVAN
MICHAEL RODGERS
GARRETT ROBERTSHAW
KYLE HARVEY

By: _____
Deputy

CHIEF RICH DICKINSON

AP Entry Batch Proof

Batch ID: **OH185612**

Enter Date: 01/24/2025 Batch Status: BE User Total: 96,755.60

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: 01/24/2025
 Report: Batch Proof (Auditor) Time: 13:55:05

Inv Amt	144.32	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>01/20/2025</u>	Invoice #: 2203012025	030 601 7130 001	Secondary Ref:	PO#:	
Vendor:	<u>0007950 AT AND T</u>	P.O. BOX 5075	CAROL STREAM IL 60197-5075		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	400.00	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>01/03/2025</u>	Invoice #: 98601	CALAVERAS CONSOLIDATED FIRE	Secondary Ref:	PO#:	
Vendor:	<u>0041553 GEISZLER CPA, ANTIONET</u>	1743 GRAND CANAL BLVD STE 10	STOCKTON CA 95207		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	21,369.35	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>01/07/2025</u>	Invoice #: 97771	CALAVERAS CONSOLIDATED FIRE	Secondary Ref:	PO#:	
Vendor:	<u>W000798 COLUMBIA</u>	22480 PARROTTS FERRY ROAD	COLUMBIA CA 95310		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	1,946.13	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>09/30/2024</u>	Invoice #: 77517	7712	Secondary Ref:	PO#:	
Vendor:	<u>0028682 CA SPECIAL DISTRICTS A</u>	1112 I ST STE 200	SACRAMENTO CA 95814		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	134.23	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	<u>10/02/2024</u>	Invoice #: CI047285	PIE-0019	Secondary Ref:	PO#:	
Vendor:	<u>W007765 GOLDEN STATE</u>	7400 REESE ROAD	SACRAMENTO CA 95828		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

AP Entry Batch Proof

Batch ID: **OH185612**

Inv Amt	266.05	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	10/02/2024	Invoice #: CI047286	PIE-0019	Secondary Ref:	PO#:	
Vendor:	W007765 GOLDEN STATE	7400 REESE ROAD	SACRAMENTO CA 95828		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	274.74	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	10/16/2024	Invoice #: CI047517	PIE-0019	Secondary Ref:	PO#:	
Vendor:	W007765 GOLDEN STATE	7400 REESE ROAD	SACRAMENTO CA 95828		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	327.65	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	10/23/2024	Invoice #: CI047668	PIE-0019	Secondary Ref:	PO#:	
Vendor:	W007765 GOLDEN STATE	7400 REESE ROAD	SACRAMENTO CA 95828		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	867.07	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	10/28/2024	Invoice #: CI047744	PIE-0019	Secondary Ref:	PO#:	
Vendor:	W007765 GOLDEN STATE	7400 REESE ROAD	SACRAMENTO CA 95828		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	208.86	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	10/29/2024	Invoice #: CI047771	PIE-0019	Secondary Ref:	PO#:	
Vendor:	W007765 GOLDEN STATE	7400 REESE ROAD	SACRAMENTO CA 95828		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	2,878.60	22030010 CALCO-FHJLJPA	5241 Office Expense	JL:	Separate Check:	Relate To:
Invoice Date:	12/26/2024	Invoice #: INV900074	C4529	Secondary Ref:	PO#:	
Vendor:	0001129 LN CURTIS AND SONS	PO BOX 884921	LOS ANGELES CA 90088-4921		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	41,186.96	22030010 CALCO-FHJLJPA	5701 Capital Equipment	JL:	Separate Check:	Relate To:
Invoice Date:	10/15/2024	Invoice #: INV876156	C4529 GRANT	Secondary Ref:	PO#:	
Vendor:	0001129 LN CURTIS AND SONS	PO BOX 884921	LOS ANGELES CA 90088-4921		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Inv Amt	13,531.25	22030010 CALCO-FHJLJPA	5701 Capital Equipment	JL:	Separate Check:	Relate To:
Invoice Date:	12/12/2024	Invoice #: INV895515	C4529 GRANT	Secondary Ref:	PO#:	
Vendor:	0001129 LN CURTIS AND SONS	PO BOX 884921	LOS ANGELES CA 90088-4921		REFUND	FY RETURN
Division Code:	SPD2	Check Stock: AP	Tax Code:	Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

AP Entry Batch Proof

Batch ID: **OH185612**

<i>Inv Amt</i> 11,720.39 22030010 CALCO-FHJLJPA 5701 Capital Equipment JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 10/14/2024 <i>Invoice #:</i> INV875702 C4529 GRANT <i>Secondary Ref:</i>		<i>PO#:</i>
<i>Vendor:</i> 0001129 LN CURTIS AND SONS PO BOX 884921 LOS ANGELES CA 90088-4921	REFUND	FY RETURN
Division Code: SPD2 Check Stock: AP Tax Code: Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<i>Inv Amt</i> 1,500.00 22030010 CALCO-FHJLJPA 5241 Office Expense JL:	Separate Check:	Relate To:
<i>Invoice Date:</i> 12/31/2024 <i>Invoice #:</i> 2203123124 DEC 2024 INVOICE <i>Secondary Ref:</i>		<i>PO#:</i>
<i>Vendor:</i> 0041402 BERISTIANOS, ROSEMARIE 3573 BERKESEY LANE VALLEY SPRINGS CA 95252	REFUND	FY RETURN
Division Code: SPD2 Check Stock: AP Tax Code: Contract:	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
System Messages:	Total	96,755.60

**CALAVERAS CONSOLIDATED FIRE
PROTECTION DISTRICT**

Date: 1/27/2025

MAIL ALL CHECKS

Contact: ROSE BERISTIANOS
Cell Phone: 482-3754

22030010
PO BOX 579
VALLEY SPRINGS CA 95252

Please initial any strikeovers/changes

INVOICE AMOUNT	PEID #	OBJECT NO.	INVOICE NO.	VENDOR NAME/ADDRESS	DESCRIPTION	Rd for RTRN dept
				BATCH OH185613		
				CALCARD		
\$ 3,909.51 PLUS TAX IF NEEDED						

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

I hereby approved the above claim(s) and certify to the correctness of the computations.

Kathy Gomez, Auditor-Controller

ROBERTA M CORSO
KEN GLISSMAN
KEITH HAFLEY
SAM HARRIS
RYAN HAMRE
PATRICK SULLIVAN
MICHAEL RODGERS
GARRETT ROBERTSHAW

By: _____
Deputy

CHIEF RICH DICKINSON

AP Entry Batch Proof

Batch ID: **OH185613**

Enter Date: Batch Status: BE User Total: 3,909.51

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: 01/24/2025
Report: Batch Proof (Auditor) Time: 13:55:48

Inv Amt **3,909.51** 22030010 CALCO-FHJLJPA 5241 Office Expense JL: Separate Check: Relate To:
Invoice Date: Invoice #: 2203011525 Jan 2025 Calcard Stmt Secondary Ref: PO#:
Vendor: 0037446 **US BANK CORP PAYMENT** PO BOX 790428 SAINT LOUIS MO 63179-0428 REFUND FY RETURN
Division Code: SPD2 Check Stock: AP Tax Code: Contract:

System Messages: Total **3,909.51**

**CALAVERAS CONSOLIDATED FIRE PROTECTION
DISTRICT**

Resolution No. 20250127A

**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 Memorandum of Understanding Effective at Ratification (January 27, 2025) through June 30, 2026

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 27th day of January, 2025, 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 CONSOLIDATED FIRE PROTECTION DISTRICT

Effective: Ratification through June 30, 2026

TABLE OF CONTENTS

Article I.	Preamble	1
Article II.	Recognition	1
Article III.	Prevailing Rights	1
Article IV.	Management Rights	1, 2, 3
Article V.	Employee Rights	3, 4
Article VI.	Employee Status	4
Article VII.	Seniority	4
Article VIII.	Wages	5
Article IX.	Working out of Classification	5, 6
Article X.	Overtime	6, 7
Article XI.	Clothing and Personal Item Replacement	7, 8
Article XII.	Mileage	8
Article XIII.	Vacation/Sick Leave	8, 9, 10
Article XIV.	Holidays	10
Article XV.	Fitness for Duty	10
Article XVI.	Pregnancy Leave	10, 11
Article XVII.	Pregnancy Disability Leave	11, 12
Article XVIII.	Bereavement Leave	12
Article XIX.	Medical Insurance/ Retirement	12, 13
Article XX.	Shift Schedule	13
Article XXI.	Shift Trades	13, 14

Article XXII.	Reasons for Disciplinary Action	14, 15, 16
Article XXIV.	Grievance Procedures	16, 17
Article XXV.	Concerted Activities	18
Article XXVI.	DMV Licenses	18
Article XXVII.	District Personnel Policies	18
Article XXVIII	Promotions	19
Article XXIX.	Layoffs	19
Article XXXI.	Appendices, Amendments and Duration	19, 20
Article XXXII	Saving Clause	20
Article XXXIII	Duration	20, 21
	Signatures	21
Appendix A:	Regular Salary Schedule	22
Appendix B:	Catastrophic Leave Provisions	23

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 (Limited Term)

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", "Limited Term" 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 Limited Term 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 Vacation, Sick Leave, 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 Vacation 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 XXIX.

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 payroll procedures, bargaining unit employees are paid on a biweekly basis (26 pay periods each year). The schedule of base salaries for employees covered by this AGREEMENT is incorporated herein.
- B.** Base wage rates for bargaining unit employees appear in Appendix A.
- C.** Appendix A 10% Out of County Premium Pay.
- D.** Appendix A Educational Incentive Pay 2% AA, 3% BA, 4% MA does not compound.

Appendix A REGULAR SALARY SCHEDULE

Employees who are in paid service effective January 1, 2025, will be placed on the corresponding Step in the newly revised Regular Salary Schedule that provides them with a minimum 25% pay increase. Employees hired after January 1, 2025, will be placed at the first Step on the Salary Schedule in accordance with their classification. The placement of new employees hired after December 31, 2024, on the Regular Salary Schedule may be revised when a prospective new employee provides, prior to their initial employment, documentation of previous experience in their respective classification. This placement will not exceed Step 5 on the Regular Salary Schedule and is subject to approval by the Fire Chief.

The Parties understand that implementation of the new Salary Schedule will occur as soon as the CALCO Payroll vendor can process the new wages negotiated herein.

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. After five 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.

In accordance with Section 7(k) of the Fair Labor Standards Act (FLSA), the DISTRICT has adopted a 14-day work period for non-exempt employees engaged in fire protection activities. As a result, bargaining unit employees are eligible to receive overtime compensation for all hours worked in excess of 104.62 hours in each 14-day FLSA work period. The parties agree, however, that Vacation and Sick Leave hours shall be considered hours worked for purposes of attaining the 104.62 hour overtime threshold in each 14-day FLSA work period.

Overtime will be paid at the rate of 1.5 times the employee's regular rate of pay, as that term is defined under the FLSA.

FLSA Premium Pay: The 48/96 schedule combined with including Vacation and Sick Leave hours as hours worked for purposed of attaining the 136-hour overtime threshold, bargaining unit employees are regularly scheduled to work 6.15 hours of overtime during each 14-day FLSA work period under this MOU. To compensate bargaining unit employees with this regularly scheduled overtime, bargaining unit employees will receive three (3) hour of overtime premium pay per bi-weekly pay period (approximately 135.3 hours of overtime premium per year).

De-minimus 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 Limited Term 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 Fire 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: Vacation/Sick Leave

VACATION LEAVE: All regular full-time probationary and regular full-time non-probationary employees covered by his Agreement shall begin to earn paid vacation time according to the schedules set forth below. Vacation time begins to accrue beginning with the employee's first day of active employment. However, employees will not be eligible to take paid vacation time until after satisfactory completion of six (6) months of employment with the District, unless approved by the Chief or their designee.

Full-time employees shall earn and accrue paid vacation leave on a prorated monthly basis (based on normally scheduled hours) in accordance with the following:

A. Vacation Accrual:

- | | |
|--|-------------|
| a. Twenty-four (24) hour shift employees | 240.0 hours |
| b. Accrual is 9.23 hours per pay period | |

The Fire Chief or designee shall meet with employees to schedule their vacation time no later than March 1st of each year. All employees will request their vacation time in order of seniority by time in service in the District, regardless of classification. Employees are required to schedule a minimum of 4 shifts off each year as long as their individual vacation leave bank does not go into a deficit. The Fire Chief will make every effort to accommodate vacation requests but will have the final decision based on the operational needs of the department. Employees will not be required to report to work during this agreed upon vacation schedule. New employees will not be eligible to schedule vacation until they have 6 months of paid service in the District.

No employee shall be eligible to accrue more than a maximum of twice their annual vacation accrual rate specified above. Employees who exceed their maximum vacation accrual must cash out excess on June 30th of each year.

B. Vacation time off provides bargaining unit employees with the ability to take time off from work without the loss of pay.

All regular bargaining unit employees receive 240 hours of Vacation each year and may accumulate and carry-over Vacation hours to a combined maximum of 480 Vacation hours. Each regular bargaining unit employee shall earn 9.23 hours per pay period to achieve the 240 hours.

Upon separation of employment from the DISTRICT, any unused Vacation 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 Vacation 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 Vacation accumulations upon filing the appropriate request with the district. In the event that an employee exceeds the maximum Vacation accrual allowed and has not filed a request to cash out any or all of their Vacation accumulation, the district shall pay any excess Vacation over the maximum allowed to the employee in his/her next pay period.

C. Use of VACATION

- a. Employees may elect to schedule all or any part, of their earned Vacation, In accordance with the provisions herein.
- b. The Fire Chief has discretion to approve or disapprove all Vacation requests. However, requests for Vacation shall not be unreasonably denied.

SICK LEAVE: Regular full-time probationary and non-probationary employees of the District shall be entitled to accrue sick leave at the applicable rate set forth below:

Twenty-four (24) hour shift employees – 12 hours per completed month of continuous service;

Sick leave is earned monthly upon initial employment with the District.

Unused sick leave will accumulate from year to year with no accumulation maximum.

Accrual of sick leave will be recorded at the end of each calendar month.

Sick leave only accrues for continuous full-time service to the District. Sick leave does not accrue during any period an employee is on paid or unpaid leave, or when receiving State Disability Insurance or Worker's Compensation Insurance benefits.

Employees who are placed on unpaid leave will not be eligible to accrue sick leave hours.

Employees who use more than 2 consecutive workdays (24-hour work day) of sick leave must provide a note from a medical doctor or practitioner.

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
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

- C. Bargaining unit employees who work on one of the observed holidays shall be paid one-and-one-half times their regular hourly rate.
- D. Bargaining unit employees will be paid for the Holiday on the pay warrant in which the Holiday occurs.

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 Vacation/Sick Leave 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 Vacation/Sick leave exceed the total of the employee's accumulated but unused Vacation/Sick leave, nor shall paid Vacation/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 Vacation/Sick leave during the period of pregnancy. In the event the employee utilizes all of their Vacation/Sick leave

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 employees shall be granted up to three (3) shifts of paid bereavement leave in the event of the death of an employee's family member. Employees may take off (2) additional shifts using the employees Vacation Leave (five (5) shift total). Bereavement leave is granted per qualifying event and may be taken intermittently or consecutively but must be used within three (3) months of the death. Paid bereavement leave does not accrue, has no cash value and does not accumulate over time.

If an employee requires additional time from work (beyond the five (5) days of protected leave) is needed for purposes of grieving, travel to and from memorial services or to address the business or personal affairs of the deceased, the Fire Chief or designee, may approve the use of additional, Vacation Leave with appropriate notice and coordination with operational needs.

For purposes of bereavement leave, "family member" means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code section 12945.2.

Article XIX: Medical Insurance/Retirement

District and L5149 agree that coverages for Medical Insurance and Defined Contribution Retirement plans will increase to \$1400 per month effective January 1, 2025 for all classifications. The Firefighter classification will not contribute to an Empower defined contribution plan until a contract with Empower has been entered into. Once Empower is contracted with, the District agrees to contribute these set aside funds to each individual firefighters Empower retirement account. The Parties agree that funds not used to purchase a Health Insurance Plan by employees with the District vendor will be contributed to the current Defined Contribution retirement plan. This arrangement will continue until the current contract is ended and the new Empower Defined Contribution plan is contracted with by the District. The District agrees to match the Defined Contribution for each employee up to 2% of their base salary. The parties agree to follow the contribution limits set by their Empower Retirement account. The District and L5149 agree to contract with the Public Agency Retirement Services "PARS" for the defined benefit retirement plan 2% @ 57, with Option 1 Disability Benefit added in accordance with the provisions and costs for each party found in the December 18, 2024 Milliman Calaveras Consolidated Fire Protection District PARS Defined Benefit Plan - Proposed Disability Benefit Provisions letter.

Limited Term 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)

The 48/96 shift results in an average of 56 hours worked per week and 2912 hours worked per year including sleep and meal periods.

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. When Shift Schedules become available, it will be offered first to the employee at the top of the Availability list. The employee who bids for and is awarded an overtime shift will be placed at the bottom of the Shift Schedule Availability list.

Each successive January 1, Shift Schedules will become available for bid. The effective date of any Shift Change will become effective the first pay period in the new year.

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, except for the provisions found in D and E below, 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. Shift Trades are documented in the When to Work Application.

- D. If a member fails to report to a shift they agreed to take as a part of a shift trade, they shall be required to expend Vacation, as appropriate. A member who has insufficient leave to cover their absence will be placed on leave without pay status for the days missed.
- E. Members who fail to report for their part of a Shift Trade may not be granted future requests for a Shift Trades by 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: DISTRICT Personnel Policies

All bargaining unit employees shall comply and abide by the DISTRICT Personnel Policies 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 Personnel Policies.

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

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. Limited Term 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, 2026, 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.

Article XXXIII: Duration

The District and IAFF L5149 agree to reopen the contract for negotiations on wages, benefits, and 2 Articles of either party's choice no later than September 30, 2025. Either party may propose additional Articles be reopened upon mutual agreement.

This agreement will remain in effect upon ratification by both parties and continue through June 30, 2026.

The Parties agree to meet, no later than March 30, 2026, to negotiate a new contract.

The District and L5149 understand and agree that Tentative Agreements found herein are subject to vendor timelines that are unknown to the Parties. The commencement of wage and benefit changes may be delayed due to unforeseen impacts caused by vendors and are not subject to the Grievance procedures found in the Collective Bargaining Agreement.

The District and L5149 agree to meet to negotiate the Catastrophic Leave provisions as soon as possible after the ratification of this Tentative Agreement is completed by the parties. Catastrophic Leave provisions will be placed in Appendix B of the contract once negotiated and ratified by the District and L5149.

SIGNATURES

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

Calaveras Consolidated Fire
Protection District

Calaveras Professional Firefighters
Union

President of the Board

Union President

Fire Chief

Union Representative

*Personnel Committee
Representative*

APPENDIX A

**CALAVERAS CONSOLIDATED FIRE PROTECTION DISTRICT
SALARY SCHEDULE**

2025 Salary Schedule

Rank	Step Rate	hourly
FF	1	\$20.00
FF	2	\$20.50
FF	3	\$21.01
FF	4	\$21.54
FF	5	\$22.08

Limited Term FF are exempt from the Salary Schedule

LT	1	\$22.50
LT	2	\$23.06
LT	3	\$23.64
LT	4	\$24.23
LT	5	\$24.84

CPT	1	\$24.84
CPT	2	\$25.46
CPT	3	\$27.50
CPT	4	\$28.75
CPT	5	\$30.00

10% Out of County, Strike Team Premium Pay

Educational Incentive Pay 2% AA, 3% BA, 4% MA
Does not Compound

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

APPENDIX B

CATASTROPHIC LEAVE PROVISIONS

Monthly Payments to Cities and Counties from the 1% Local Sales and Use Tax

Fiscal Year	Fiscal Year	Jurisdiction	Jurisdiction	Year To Date	Distributed July	Distributed August	Distributed September	Distributed October	Distributed November	Distributed December	Distributed January	Distributed February	Distributed March	Distributed April	Distributed May	Distributed June
2024	2025	05998	County	COUNTY OF CALAVERAS	\$ 2,761,167.40	\$ 400,389.44	\$ 439,233.82	\$ 388,575.70	\$ 376,097.77	\$ 429,444.89	\$ 382,044.56	\$ 345,381.22	\$ -	\$ -	\$ -	\$ -
2023	2024	05998	COUNTY	COUNTY OF CALAVERAS	\$ 4,802,196.37	\$ 337,516.87	\$ 505,871.94	\$ 362,592.45	\$ 411,252.65	\$ 539,429.57	\$ 309,388.29	\$ 324,837.37	\$ 506,893.46	\$ 319,311.07	\$ 325,204.95	\$ 507,770.31
2022	2023	05998	COUNTY	COUNTY OF CALAVERAS	\$ 5,042,854.33	\$ 438,628.96	\$ 566,153.14	\$ 383,908.11	\$ 391,202.95	\$ 607,301.27	\$ 365,613.28	\$ 357,063.44	\$ 535,099.92	\$ 347,073.86	\$ 334,164.87	\$ 389,571.49
2021	2022	05998	COUNTY	COUNTY OF CALAVERAS	\$ 5,035,607.96	\$ 510,819.64	\$ 394,792.58	\$ 366,202.54	\$ 498,514.54	\$ 439,330.47	\$ 327,419.66	\$ 369,333.12	\$ 566,585.89	\$ 323,456.71	\$ 354,069.56	\$ 517,235.80
2020	2021	05998	County	COUNTY OF CALAVERAS	\$ 4,395,641.40	\$ 355,932.12	\$ 450,948.57	\$ 308,581.77	\$ 391,546.09	\$ 459,546.75	\$ 271,932.24	\$ 349,142.54	\$ 438,483.90	\$ 237,570.10	\$ 294,921.73	\$ 488,676.63
2019	2020	05998	County	COUNTY OF CALAVERAS	\$ 3,613,825.66	\$ 312,392.64	\$ 377,583.74	\$ 280,657.32	\$ 295,146.97	\$ 436,380.83	\$ 249,232.99	\$ 271,237.17	\$ 439,948.95	\$ 221,749.10	\$ 204,183.97	\$ 308,405.66
2018	2019	05998	County	COUNTY OF CALAVERAS	\$ 3,345,491.50	\$ 300,904.35	\$ 232,942.45	\$ 314,101.71	\$ 380,537.63	\$ 231,698.59	\$ 242,567.73	\$ 326,904.31	\$ 281,250.26	\$ 246,249.40	\$ 282,938.42	\$ 262,649.20
2017	2018	05998	County	COUNTY OF CALAVERAS	\$ 3,226,374.08	\$ 219,800.00	\$ 293,100.00	\$ 333,741.19	\$ 226,400.00	\$ 302,000.00	\$ 343,109.72	\$ 205,200.00	\$ 273,500.00	\$ 295,013.36	\$ 193,700.00	\$ 292,026.84
2016	2017	05998	County	COUNTY OF CALAVERAS	\$ 3,101,800.90	\$ 188,300.00	\$ 251,000.00	\$ 373,906.71	\$ 196,700.00	\$ 262,400.00	\$ 356,229.23	\$ 195,200.00	\$ 260,400.00	\$ 259,913.72	\$ 171,900.00	\$ 229,200.00
2015	2016	05998	County	COUNTY OF CALAVERAS	\$ 2,269,133.57	\$ 141,900.00	\$ 189,200.00	\$ 191,999.02	\$ 149,500.00	\$ 199,200.00	\$ 188,292.12	\$ 140,300.00	\$ 187,000.00	\$ 222,816.21	\$ 161,300.00	\$ 214,900.00
2014	2015	05998	County	COUNTY OF CALAVERAS	\$ 1,969,240.83	\$ 131,400.00	\$ 175,300.00	\$ 210,906.57	\$ 142,100.00	\$ 189,600.00	\$ 182,534.10	\$ 132,300.00	\$ 176,400.00	\$ 155,350.95	\$ 111,300.00	\$ 148,300.00
2013	2014	05998	County	COUNTY OF CALAVERAS	\$ 1,819,145.03	\$ 135,200.00	\$ 180,400.00	\$ 146,781.19	\$ 137,100.00	\$ 182,800.00	\$ 162,674.16	\$ 125,000.00	\$ 166,700.00	\$ 165,562.56	\$ 114,900.00	\$ 153,100.00
2012	2013	05998	County	COUNTY OF CALAVERAS	\$ 1,785,592.87	\$ 121,700.00	\$ 162,300.00	\$ 204,599.43	\$ 139,600.00	\$ 186,000.00	\$ 136,871.34	\$ 130,900.00	\$ 174,400.00	\$ 101,168.76	\$ 104,800.00	\$ 139,700.00
2011	2012	05998	County	COUNTY OF CALAVERAS	\$ 1,739,580.02	\$ 114,200.00	\$ 152,200.00	\$ 158,764.39	\$ 118,200.00	\$ 157,600.00	\$ 200,566.54	\$ 115,500.00	\$ 154,000.00	\$ 175,929.88	\$ 101,900.00	\$ 135,900.00
2010	2011	05998	County	COUNTY OF CALAVERAS	\$ 1,604,587.22	\$ 102,600.00	\$ 136,900.00	\$ 163,775.05	\$ 114,000.00	\$ 152,000.00	\$ 169,267.94	\$ 110,800.00	\$ 147,600.00	\$ 126,731.64	\$ 92,000.00	\$ 135,000.00