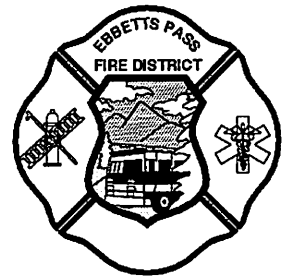


Ebbetts Pass Fire District



BOARD OF DIRECTORS NOTICE OF REGULAR MEETING

**Tuesday, June 20, 2017
1037 Blagen Road, Arnold
9:00 A.M.**

MEMBERS OF THE BOARD

**Jon Dashner, President J. Scott McKinney, Secretary
Ron Andrade Daniel Leary Thomas Sullivan**

Concerning Public Comment

Please Note: The Board of Directors offers the opportunity for the public to speak to specific agenda items during the time that agenda item is discussed by the Board. The Board also allows an opportunity for the public to speak on non-agenda items during "public comments" prior to the conclusion of the meeting. The Board may not make any decision related to non-agendized items until the next Board meeting.

AGENDA

1. **Call to Order, Flag Salute, Roll Call**
2. **Public Appearances/Comment:** The Board will hear public comment on any agendized or non-agendized item. The Board may discuss public comment but may not take action.
3. **Consent Items:** Board action limited to discussion and approval of:
 - 3.1. Minutes: 05/16/17
 - 3.2. Acceptance of May 2017 Checks Listing and Authorize to File for Audit
4. **Committee Reports:** The Board will discuss the status of the following matters. The Board may take action on recommendations and/or give direction to staff or committee members related to follow-up on specific matters addressed by the committee.
 - 4.1. **Finance Committee** (Directors Andrade & Leary)
 - 4.1.1. Ebbetts Pass Fire District: Cost of Living Adjustment 7/1/2017 - 6/30/2018
 - 4.2. **Personnel Committee** (Directors Leary & Sullivan)
 - 4.3. **Fire Prevention Committee** (Directors Andrade & Sullivan)
5. **Scheduled Items:** The Board will discuss and take action on the specific items listed below.
 - 5.1. California Special Districts Association: 2017 Board Elections
 - 5.2. Special District Risk Management Authority: SDRMA's Board of Directors Election Ballot Instructions
 - 5.2.1. Resolution: Election of Directors to the SDRMA Board of Directors

NOTICE OF REGULAR MEETING - continued

June 20, 2017

- 5.3. Special District Risk Management Authority: 2017-18 Workers Compensation Program
- 5.4. Calaveras Enterprise Article: "Homeowners may soon find insurance relief"
- 5.5. Ebbetts Pass Fire District and Ebbetts Pass Firefighter's Local #3581 Memorandum of Understanding: End 30 day review of MOU update

6. **Reports:** The Board will hear reports on the following matters. The Board may discuss information contained in these reports.

- 6.1. Administrative Report
- 6.2. Legislative Report
- 6.3. Fire Prevention
- 6.4. Administrative - EMS

7. **Comments, Questions, and Consideration:** The Board will entertain comments and questions from the following individuals or representatives. The Board may discuss these comments or questions on these items but may not take action.

- 7.1. Board Members
- 7.2. Firefighters' Association
- 7.3. Employees' Group
- 7.4. Public Comments

8. **Adjournment of Regular Meeting**

ADMINISTRATIVE STAFF:

Michael Johnson, Fire Chief

Cheryl Howard, Secretary

Ebbetts Pass Fire District



MINUTES Board of Directors May 16, 2017

SUBJECT TO APPROVAL

1. The meeting was called to order at 9:00 A.M. by President Jon Dashner and the Pledge of Allegiance was recited. Directors present: Ron Andrade, Jon Dashner, Scott McKinney, and Thomas Sullivan. Dan Leary was absent.

District personnel present: Fire Chief Mike Johnson Matt O'Donnell
 Rodney Hendrix Rodney Rodr
 Eric Griffiths Scott Vasquez

Others present: none
Media present: none

2. **PUBLIC APPEARANCES/COMMENT – None**

3. **CONSENT ITEMS**

3.1. Mr. Sullivan made a motion to accept Consent Items 3.1. and 3.2. Mr. Andrade seconded; motion passed 4-0 (AYES: Andrade, Dashner, McKinney, Sullivan; ABSENT: Leary).

4. **COMMITTEE REPORTS**

4.1. Finance Committee (Directors Andrade & Leary)

Chief Johnson noted that the District was in its last six weeks of the fiscal year and he was confident with estimating the last expenses that the District may be better than it was at the beginning of the fiscal year. He added that the parity with the ALA rates was in full effect and the District could soon be seeing the change.

4.1.1. Cost of Living Adjustment for 7/1/2017 – 6/30/2018

Fire Chief Johnson noted that information regarding the cost of living adjustment as applied in the past, West Urban CPI, was included in the Board's packet and the 1.9% for the year ending CPI was applied to the proposed Pay Schedule for the upcoming

fiscal year. He noted the estimated increase in salaries for line personnel was \$33,073 and \$6,000 for administrative personnel. It was agreed by the Board members to table this item until the June meeting.

4.2. Personnel Committee (Directors Leary & Sullivan)

Chief Johnson noted the MOU was distributed for Board member review for 30 days. He also noted that the District had started advertising for Firefighter-Paramedic and Firefighter-EMT applications for a testing process to establish lists.

4.3. Fire Prevention Committee (Directors Sullivan & Andrade)

Chief Johnson reported the ordinance is completed and would be presented for Board review next month and then he would forward for legal review after that. He reported there had been a successful Firewise presentation on Saturday, May 6th, with many attendees. He added that there were several grants available for area homeowners and the District had placed links to that information on the District's website.

The homeowner assistance programs through the Calaveras Fire Safe Council include the following:

- Calaveras County Tree Mortality Removal Cost Share Program
- Senior and Disabled Persons Defensible Space Program
- Door-to-Door Chipping Program

5. **SCHEDULED ITEMS**

5.1. LCW: Retirement for Disability—Latest Developments in CalPERS' Requirements

Chief Johnson noted that the Liebert Cassidy Whitmore law firm had distributed this information to help clarify the latest requirements regarding disability retirements. He added that the District was not among the 60 disability retirement audits but PERS' requirement to review disability retirees under the age of 50 may be required of the District in the future.

5.2. Thank You Letter from Sallie Bearden

The Board members noted their pleasure at hearing of the continued good work of the responding crews.

5.3. Ebbetts Pass Fire District and Ebbetts Pass Firefighter's Local #3581 Memorandum of Understanding: Begin 30-day review of MOU update

Chief Johnson reported that the long discussed MOU was presented for the Board members to review. He reported that those newer employees that were in the PERS tiered PEPPRA classification as a consequence of updating/modifying the MOU would then be required to pay all of the employee portion of PERS which differs from the present which the District pays 4% of the employee portion. He noted that the older employees considered Classic would continue to have 4% of the employee portion paid by the District. He noted that a couple of legal opinions had been requested to research and both had the same answer. He reported that the MOU would be for a term of five years and allows a single issue to be discussed without having to re-open the MOU.

5.4. Policy/Review/Adoption/Removal:Policy 6610 Conversion to Appendix 6600 A – Disciplinary Examples

Mr. Sullivan made a motion to adopt Appendix 6600 A Disciplinary Examples and remove Policy 6610. Mr. Andrade seconded; motion passed 4-0 (AYES: Andrade, Dashner, McKinney, Sullivan; ABSENT: Leary).

6. **REPORTS**6.1. Administrative Report

Chief Mike Johnson reported the Captain's Promotional Exam was underway with Battalion Chief O'Donnell coordinating the testing process. He added his wishes of good luck to the six candidates trying for placement. BC O'Donnell reported that the District would need to review its policy requirements in light of the recent changes with the State Fire Training latest requirements for fire officer certification.

Chief Johnson reported that when the District had been contacted about the local impact of this year's storms by a San Francisco TV news reporter, he had reached out to the USFS and Calaveras County. They had taken the reporter to several impacted sites and the news item has since been released which he had the link to access the recorded article. Mr. Dashner reported that there was a positive response to its showing during the White Pines meeting on May 15th. BC O'Donnell reported that the County planned to show it during the Board of Supervisors meeting next week.

6.2. Legislative Report - Chief Johnson noted several items of proposed legislation.6.3. Fire Prevention – Chief Johnson reported that there had been approximately 200 persons that attended the recent meeting at Independence Hall on May 6th. He thought it was the best to date as to what it offered to people attending the meeting. He added that the District had issued over 250 burn permits since May 1st.

Chief Johnson added that building inspections were underway and area camps should be opening shortly.

6.4. Administrative - EMS – Chief Johnson reported that there had been movement on the IGT process since the latest Board meeting which authorized him to sign agreements and the District would probably be starting the drawdown process in September. He added that the parity rates with ALA were in effect.7. **COMMENTS, QUESTIONS, CONSIDERATIONS**7.1. Board Members – Mr. Dashner and Mr. Andrade thanked Captain Hendrix for his work on the MOU.7.2. Firefighters Association – Matt O'Donnell reported that Shea Buhler had several conversations with the new owner at the Cedar Center area with regard to the annual BBQ.

Rodney Rodr reported that the new larger ice maker had been purchased by the EPFFA and had just been installed by Glenn Verkerk.

7.3. Employees' Group – Rodney Rodr thanked the Board and Captain Hendrix for their work on the MOU.

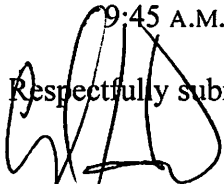
7.4. Public Comments - None.

8. **ADJOURNMENT**

Mr. McKinney made a motion to adjourn. Mr. Andrade seconded; motion passed unanimously.

9:45 A.M.

Respectfully submitted,



Cheryl Howard
District Secretary

REVENUE ACCOUNT SUMMARY SHEET - May 2017

ACCOUNT	No.	BUDGETED	RECEIVED Month	Year-To-Date	% Received Year-To-Date
Fire Operations:					
Property Tax - Current Secured	4010	1,761,055	0.00	1709317.08	97%
Administrative Fee (SB2557)	4013	(38,394)	0.00	-33931.93	88%
Unitary Tax	4015	36,688	0.00	39049.92	106%
Supplemental Tax - Current Secured	4017	29,134	0.00	13931.09	
Property Tax - Current Unsecured	4020	28,658	0.00	25719.88	90%
Supplemental Tax - Current Unsecured	4027	312	0.00	330.58	
Prior Unsecured Taxes	4040	1,357	0.00	551.90	41%
Interest	4300	1,000	0.00	-1458.83	-146%
State Grants	4455	-	0.00	5665.00	
HOPTR	4463	23,251	8198.44	19910.49	86%
Timber Tax	4465	1	0.00	0.00	0%
Grant	4505	-	0.00	4000.00	
Reimbursement - Personnel	4542	30,000	0.00	7091.02	24%
Reimbursement - Equipment	4543	5,000	0.00	1000.81	
HazMat Release Response Plan	4592	-	0.00	45.00	
Report Fees	4593	-	15.00	15.00	
Administrative Costs - Eng. Para. Reimb	4603	18,114	0.00	18114.00	100%
Administrative Costs - Sta. 3 A Reimb	4603	41,461	0.00	45261.00	109%
Charges for Current Service (hydrants)	4679	10,500	0.00	350.00	3%
Other Refund - Prior Year Taxes	4684	-	0.00	0.00	
Training Fees	4689	-	105.00	6040.00	
Gifts/Donations	4707	-	0.00	225.00	
Refund - Misc.	4708	-	52.50	4461.75	
Staledated Checks	4710	-	0.00	4885.99	
Other Revenue	4712	-	0.00	1064.27	
Miscellaneous Revenue	4713	500	0.00	0.00	
Refunds - Insurance	4743	-	0.00	28978.26	
Sale of Surplus Property	4800	-	0.00	60.00	
Total		1,948,637	8,370.94	1,900,677.28	98%

ACCOUNT	No.	BUDGETED	RECEIVED Month	Year-To-Date	% Received Year-To-Date
EMS/Paramedic Program					
Special Tax	4077	362,276	0.00	396996.36	110%
Refunds - Insurance	4743	-	0.00	0.00	
Total		362,276	0.00	396,996.36	110%

ACCOUNT	No.	BUDGETED	RECEIVED Month	Year-To-Date	% Received Year-To-Date
Station 3 AMBULANCE A					
Special Tax	4077	829,213	0.00	908678.40	110%
Other Programs - State (GEMT)	4479	6,000	-	203622.82	3394%
EMS Transport Revenue	4660	600,000	92,629.64	611391.51	
Refunds - Insurance	4743	-	3652.28	9130.70	
Total		1,435,213	96281.92	1,732,823.43	121%

FIRE OPERATIONS ACCOUNT SUMMARY SHEET - MAY 2017

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001.1-					
Salaries/Wages	-001	913,393	81,702.38	931,965.39	(18,572.39)	102%
Extra Hire	-002	10,000	933.34	4,686.83	5,313.17	47%
Extra Hire - Intern	-003	40,000	1,319.53	16,540.98	23,459.02	41%
ST/TF FF Payments	-004	30,000	0.00	19,094.55	10,905.45	64%
Volunteer FF Relief	-005	45,600	1,066.62	31,893.19	13,706.81	70%
Retirement	-050	163,655	23,051.47	137,923.02	25,731.98	84%
Group Insurance	-055	158,136	12,875.21	162,499.14	(4,363.14)	103%
Uniform Allowance	-062	3,750	0.00	2,800.00	950.00	75%
SERVICES & SUPPLIES	5111.1-					
Safety Clothing	-111	10,000	0.00	1,119.28	8,880.72	11%
Safety Equipment	-115	6,000	0.00	791.64	5,208.36	13%
Communications-Radios	-121	7,000	89.98	1,605.71	5,394.29	23%
Communications-Phone	-124	14,610	837.30	9,977.35	4,632.65	68%
Food - Fire Line Meals	-131	2,000	0.00	269.02	1,730.98	13%
Housekeeping	-141	7,914	854.29	6,529.87	1,384.13	83%
Insurance-Prop/Liability	-151	18,000	0.00	12,068.80	5,931.20	67%
Insurance-Workers Comp	-153	60,000	0.00	58,961.31	1,038.69	98%
Maintenance-Apparatus	-181	37,550	0.00	39,691.82	(2,141.82)	106%
Maintenance-Utilities	-182	8,250	634.01	6,639.45	1,610.55	80%
Building Maintenance	-201	12,500	0.00	17,149.49	(4,649.49)	137%
Emergency Care/Rescue	-211	1,275	566.94	566.94	708.06	44%
Memberships	-221	4,400	0.00	6,676.00	(2,276.00)	152%
Office Expense	-241	12,050	325.50	10,269.61	1,780.39	85%
Office Expense-Postage	-243	1,000	0.00	586.75	413.25	59%
Office Expense-Copies	-245	1,500	109.68	1,082.84	417.16	72%
Professional Services	-271	12,000	0.00	37,622.22	(25,622.22)	314%
Small Tools/FF Equipment	-401	13,050	1,170.99	11,632.46	1,417.54	89%
Small Tools-Hose/SCBA	-402	9,225	0.00	7,121.55	2,103.45	77%
Special District Expense	-411	19,450	2,017.50	11,622.25	7,827.75	60%
SDE--Health Maintenance	-412	7,500	0.00	1,291.51	6,208.49	17%
Training	-422	7,000	0.00	4,134.46	2,865.54	59%
Travel/Education	-478	12,000	550.53	4,401.19	7,598.81	37%
Transportation Fuel	-480	32,750	875.81	9,020.59	23,729.41	28%
Utilities - Water/Sewer	-501	8,400	1,535.04	9,210.24	(810.24)	110%
Utilities - Electrical	-504	10,000	1,106.01	12,165.26	(2,165.26)	122%
Utilities - Propane	-505	26,000	1,113.38	15,101.45	10,898.55	58%
LAFCO Fee	5627	2,477	0.00	2,850.58	(373.58)	115%
FIXED ASSETS						
Building Fund: Structures	5640	274,760	0.00	242,898.05	31,861.95	88%
Equipment	5701	12,500	0.00	12,500.00	-	100%
Fire Operation Fund Totals		2,015,695	132,735.51	1,862,960.79	152,734.21	92%

CHECKS ISSUED LISTING - MAY 2017 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
5001.1.001: SALARIES			
	11637, 11707 Payroll / Statutory Elective Withholding		69,338.55
	11637, 11707 Paychex Fee	employer cost	290.71
1034976, 1035708 PARS		EE withholding	26.96
	10638, 11708 EPFF Local #3581	dues and meals withholding	679.20
	11690, 11696 PERS	EE portion (4 pay periods)	6,570.33
	11690, 11696 PERS	ER paid EE portion (4 pay periods)	4,796.63
5001.1.002: EXTRA HIRE			
	11637, 11707 Payroll / Statutory Withholding / Elective Withholding		864.34
1034976, 1035708 PARS		EE withholding	69.00
5001.1.003: EXTRA HIRE - SPECIAL			
	11637, 11707 Payroll / Statutory Withholding / Elective Withholding		854.55
1034976, 1035708 PARS		EE withholding	40.50
5001.1.004: Expenditure: ST/TF Firefighter Payment			<i>none issued</i>
5001.1.005: Expenditure: Volunteer Firefighter Payment			
	11637, 11707 Payroll / Statutory Withholding / Elective Withholding		635.22
1034976, 1035708 PARS		EE withholding	6.92
	1036657 PARS	trust admin fee	424.48
5001.1.050: RETIREMENT (PERS)			
	11690, 11696 PERS	employer portion	23,051.47
5001.1.055: GROUP INSURANCE			
	10128, 10217 Supplemental Life Premium Withholding		-81.60
	1036650 FDAC-EBA	vision/dental/life premium	1240.81
	1036658 SDRMA-Employee Benefit Service - medical premium		10,851.00
	1036654 Hometown Health	medical premium	869.00
5001.1.062: UNIFORM ALLOWANCE			<i>none issued</i>
5111.1.111: SAFETY CLOTHING			<i>none issued</i>
5111.1.115: SAFETY EQUIPMENT			<i>none issued</i>

CHECKS ISSUED LISTING - MAY 2017 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
5111.1.121: COMMUNICATIONS: RADIOS			
	1036655 Interstate All Battery Center	pager batteries	89.98
 5111.1.124: COMMUNICATIONS: TELEPHONE			
	1036648 AT&T - Sta.2	phone/internet monthly charges	122.92
	1036648 AT&T - Sta.4	phone monthly charges	110.73
	1036649 Comcast - Sta. 1	phone/internet monthly charges	279.02
	1036651 Fox Security	alarming monitoring service	120.00
	1036660 Verizon Wireless	monthly service	204.63
 5111.1.131: FOOD/FIRE LINE MEALS			<i>none issued</i>
 5111.1.141: HOUSEHOLD EXPENSE			
	1035286 Alcal Glass & Supply	air filters	210.17
	1035293 Ebbetts Pass Lumber Co	cleaning supplies	22.18
	1035438 AmeriPride Service	rag/coverall material	140.14
	1035439 CA Waste Recovery	trash removal	139.21
	1035447 Veritiv	household supplies	222.59
	1036647 Anchor Pest Control	pest control	120.00
 5111.1.151: INSURANCE: PROPERTY/LIABILITY			<i>none issued</i>
5111.1.153: INSURANCE: WORKER'S COMPENSATION			<i>none issued</i>
 5111.1.181: MAINTENANCE: APPARATUS			
	1035287 Arnold Auto Supply	parts	58.41
 5111.1.182: MAINTENANCE: UTILITIES			
	1035287 Arnold Auto Supply	sealter, handle, cetane	44.47
	1035291 Arnold Tire & Auto Care	U3020: wheel swing	15.00
	1035299 US Bank (Sonora Ford)	heater assy, replace radiator	574.54
 5111.1.201: BUILDING & GROUNDS MAINTENANCE			<i>none issued</i>
 5111.1.211: EMERGENCY CARE			
	1035285 Airgas	oxygen	566.94
 5111.1.221: MEMBERSHIPS/SUBSCRIPTIONS			<i>none issued</i>

CHECKS ISSUED LISTING - MAY 2017 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
5111.1.241: OFFICE EXPENSE			
	1035299 US Bank	website items, webinar	114.36
	1036659 Staples	office supplies	325.50
5111.1.243: OFFICE EXPENSE: POSTAGE			
	JE Calaveras Co	checks postage	
5111.1.245: OFFICE EXPENSE: COPIES			
	1036661 Zoom Imaging Solutions	copier maintenance	109.68
5111.1.271: PROFESSIONAL SERVICES			<i>none issued</i>
5111.1.401: SMALL TOOLS/FF EQUIPMENT			
	1035287 Arnold Auto Supply	UTV wiring supply	44.88
	1035293 Ebbetts Pass Lumber Co	sawzall blades	35.69
	1035444 Hi-Tech EVS Inc	repair Hurst tools	1,090.42
5111.1.402: SMALL TOOLS: HOSE / SCBA			<i>none issued</i>
5111.1.411: SPECIAL DISTRICT EXPENSE			
	1035299 US Bank: SAMBA	EPN reporting	53.52
	1035293 Ebbetts Pass Lumber Co	paint for hyd maint	173.01
	1035299 US Bank (Emergency Reporting)	startup and annual fee	1,790.97
5111.1.412: SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE			<i>none issued</i>
5111.1.422: TRAINING			<i>none issued</i>
5111.1.478: TRAVEL/EDUCATION/TRAINING			
	1035299 US Bank	hotel--FDAC annual meeting	550.53
5111.1.480: TRANSPORTATION FUEL			
	1035299 US Bank	fuel	119.12
	1035441 Ebbetts Pass Gas Service	fuel	756.69
5111.1.501: UTILITIES: WATER/SEWER			
	1035289 CCWD	water/sewer	1,535.04
5111.1.504: UTILITIES: ELECTRICITY			

CHECKS ISSUED LISTING - MAY 2017 FIRE OPERATIONS

Check No.	PAID TO	PURPOSE	AMOUNT
	JE CPPA	electricity	1,106.01
5111.1.505: UTILITIES: PROPANE			
	1035441 Ebbetts Pass Gas Service	propane	1,113.38
5640 F: STRUCTURES			<i>none issued</i>
5701 F: EQUIPMENT			<i>none issued</i>

ENGINE PARAMEDIC PROGRAM ACCOUNT SUMMARY SHEET - May 2017

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001					
Salaries/Wages	-.001	283,184	22,107.02	248,134.33	35,049.67	88%
Retirement	-.050	60,510	8,840.59	51,388.78	9,121.22	85%
Group Insurance	-.055	77,131	6,129.25	72,817.94	4,313.06	94%
Uniform Allowance	-.062	1,200	0.00	1,200.00	-	100%
SERVICES & SUPPLIES	5111					
Safety Clothing	-.111	1,500	0.00	0.00	1,500.00	0%
Safety Equipment	-.115	1,000	0.00	0.00	1,000.00	0%
Communications-Radios	-.121	1,000	44.99	323.89	676.11	32%
Communications-Phone	-.124	615	50.22	537.01	77.99	87%
Housekeeping	-.141	1,883	193.10	1,510.82	372.18	80%
Insurance-Prop/Liability	-.151	2,204	0.00	2,200.00	4.00	100%
Insurance-Workers Comp	-.153	17,050	0.00	17,000.00	50.00	100%
Maintenance-Apparatus	-.181	1,900	0.00	1,623.64	276.36	85%
Building Maintenance	-.201	-	0.00	0.00	-	
Emergency Care/Rescue	-.211	-	0.00	0.00	-	
Office Expense	-.241	-	0.00	0.00	-	
Office Expense-Copies	-.245	-	0.00	0.00	-	
Professional Services	-.271	2,200	0.00	1,323.35	876.65	60%
Small Tools/FF Equipment	-.401	-	0.00	0.00	-	
Small Tools-Hose/SCBA	-.402	500	0.00	0.00	500.00	0%
Special District Expense	-.411	700	2.70	529.70	170.30	76%
SDE--Health Maintenance	-.412	3,000	0.00	127.00	2,873.00	4%
SDE--Administration Fee	-.413	18,114	0.00	18,114.00	-	100%
Training	-.422	1,500	0.00	958.40	541.60	64%
Travel/Education	-.478	2,700	0.00	0.00	2,700.00	0%
Transportation Fuel	-.480	6,500	296.92	4,580.42	1,919.58	70%
SPECIAL TAX HANDLING FEE	5411	3,623	0.00	3,621.40	1.60	100%
Engine Paramedic Program Totals		488,014	37,664.79	425,990.68	62,023.32	87%

CHECKS ISSUED LISTING - MAY 2017 ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
5001.2.001: SALARIES			
	11637, 11707 Payroll / Statutory Elective Withholding		18,408.42
	11637, 11707 Paychex Fee	employer cost	67.20
1034976, 1035708	PARS	EE withholding	0.00
	10638, 11708 EPFF Local #3581	dues and meals withholding	339.60
	11690, 11696 PERS	EE portion (4 pay periods)	1,828.78
	11690, 11696 PERS	ER paid EE portion (4 pay periods)	1,463.02
5001.2.050: RETIREMENT (PERS)			
	11690, 11696 PERS	employer portion	8,840.59
5001.2.055: GROUP INSURANCE			
	11637, 11707 Supplemental Life Premium Withholding		-42.00
	1036650 FDAC-EBA	vision/dental/life premium	524.25
	1036658 SDRMA-Employee Benefit Service - medical premium		5,647.00
5001.2.062: UNIFORM ALLOWANCE			<i>none issued</i>
5111.2.111: SAFETY CLOTHING			<i>none issued</i>
5111.2.115: SAFETY EQUIPMENT			<i>none issued</i>
5111.2.121: COMMUNICATIONS: RADIOS			
	1036655 Interstate All Battery Center	pager batteries	44.99
5111.2.124: COMMUNICATIONS: TELEPHONE			
	1036649 Comcast	monthly service	50.00
	1036660 Verizon Wireless	monthly service	0.22
5111.2.131: FOOD/FIRE LINE MEALS			<i>none issued</i>
5111.2.141: HOUSEHOLD EXPENSE			
	1035438 AmeriPride Service	rag/coverall material	55.06
	1035447 Veritiv	household supplies	89.04
	1036647 Anchor Pest Control	pest control	48.00
5111.2.151: INSURANCE: PROPERTY/LIABILITY			<i>none issued</i>
5111.2.153: INSURANCE: WORKER'S COMPENSATION			<i>none issued</i>

CHECKS ISSUED LISTING - MAY 2017 ENGINE PARAMEDIC

Check No.	PAID TO	PURPOSE	AMOUNT
5111.2.181:	MAINTENANCE:	APPARATUS	<i>none issued</i>
5111.2.201:	BUILDING & GROUNDS	MAINTENANCE	<i>none issued</i>
5111.2.211:	EMERGENCY	CARE	<i>none issued</i>
5111.2.241:	OFFICE	EXPENSE	<i>none issued</i>
5111.2.245:	OFFICE EXPENSE:	COPIES	<i>none issued</i>
5111.2.271:	PROFESSIONAL	SERVICES	<i>none issued</i>
5111.2.401:	SMALL TOOLS / ALS	EQUIPMENT	<i>none issued</i>
5111.2.402:	SMALL TOOLS:	HOSE / SCBA	<i>none issued</i>
5111.2.411:	SPECIAL DISTRICT EXPENSE		
	1035299 US Bank:SAMBA	EPN reporting	2.70
5111.2.412:	SPECIAL DISTRICT EXPENSE:	HEALTH MAINTENANCE	<i>none issued</i>
5111.2.413:	SPECIAL DISTRICT EXPENSE:	ADMINISTRATIVE FEE	<i>none issued</i>
5111.2.422:	TRAINING		<i>none issued</i>
5111.2.478:	TRAVEL/EDUCATION/TRAINING		<i>none issued</i>
5111.2.480:	TRANSPORTATION FUEL		
	1035441 Ebbetts Pass Gas Service	fuel	296.92
5411 P:	SPECIAL TAX HANDLING FEE		<i>none issued</i>

STATION 3 A ACCOUNT SUMMARY SHEET - May 2017

ACCOUNT	No.	BUDGET	Month	Year-To-Date	ACCOUNT BALANCE	% Disbursed Year-To-Date
SALARIES & BENEFITS	5001					
Salaries/Wages	-001	933,372	80,416.80	806,301.74	127,070.26	86%
Retirement	-050	192,998	26,558.09	151,111.19	41,886.81	78%
Group Insurance	-055	260,970	18,818.62	212,419.75	48,550.25	81%
Uniform Allowance	-062	3,792	0.00	4,000.00	(208.00)	105%
SERVICES & SUPPLIES	5111					
Safety Clothing	-111	2,500	0.00	0.00	2,500.00	0%
Safety Equipment	-115	2,250	0.00	0.00	2,250.00	0%
Communications-Radios	-121	4,500	89.98	1,476.36	3,023.64	33%
Communications-Phone	-124	3,325	116.24	2,448.52	876.48	74%
Food - Fire Line Meals	-131	400	0.00	0.00	400.00	0%
Housekeeping	-141	4,624	426.93	3,748.30	875.70	81%
Insurance-Prop/Liability	-151	6,000	0.00	6,000.00	-	100%
Insurance-Workers Comp	-153	50,000	0.00	50,000.00	-	100%
Maintenance-Apparatus	-181	6,300	0.00	2,559.30	3,740.70	41%
Maintenance-Ambulances	-183	31,250	9,432.93	41,126.66	(9,876.66)	132%
Building Maintenance	-201	5,000	0.00	1,589.38	3,410.62	32%
Emergency Care/Rescue	-211	30,000	4,493.92	33,548.88	(3,548.88)	112%
Memberships	-221	150	0.00	0.00	150.00	0%
Office Expense	-241	1,800	0.00	289.07	1,510.93	16%
Professional Services	-271	54,750	5,601.75	39,235.44	15,514.56	72%
Small Tools/FF Equipment	-401	6,000	513.82	4,043.56	1,956.44	67%
Small Tools-Hose/SCBA	-402	1,050	0.00	188.49	861.51	18%
Special District Expense	-411	14,756	10.80	13,747.00	1,009.00	93%
SDE--Health Maintenance	-412	3,000	0.00	825.00	2,175.00	28%
SDE--Administrative Fee	-413	45,261	0.00	45,261.00	-	100%
Training	-422	2,000	0.00	1,859.05	140.95	93%
Travel/Education	-478	4,500	1,890.00	2,235.00	2,265.00	50%
Transportation Fuel	-480	11,000	0.00	13,231.62	(2,231.62)	120%
Utilities - Water/Sewer	-501	800	121.52	846.70	(46.70)	106%
Utilities - Electrical	-504	1,800	153.94	1,696.67	103.33	94%
Utilities - Propane	-505	5,000	122.62	2,318.67	2,681.33	46%
BANK CHARGES - Lockbox Account	5403	1,800	1,480.78	2,848.19	(1,048.19)	158%
SPECIAL TAX HANDLING FEE	5411	8,276	0.00	8,289.06	(13.06)	100%
REFUND OVERPAYMENT	5612	10,000	4,104.41	26,003.50	(16,003.50)	260%
FIXED ASSETS						
Building Fund: Structures	5640	-	0.00	0.00	-	
Equipment	5701	-	0.00	0.00	-	
Fire Operation Fund Totals		1,709,224	154,353.15	1,479,248.10	229,975.90	87%

CHECKS ISSUED LISTING - MAY 2017**STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
5001.3.001: SALARIES			
	11637, 11707 Payroll / Statutory Elective Withholding		65,715.79
	11637, 11707 Paychex Fee	employer cost	268.82
1034976, 1035708	PARS	EE withholding	238.43
	10638, 11708 EPFF Local #3581	dues and meals withholding	1,245.20
	11690, 11696 PERS	EE portion (4 pay periods)	7,920.28
	11690, 11696 PERS	ER paid EE portion (4 pay periods)	5,028.28
5001.3.050: RETIREMENT (PERS)			
	11690, 11696 PERS	employer portion	26,558.09
5001.3.055: GROUP INSURANCE			
	11637, 11707 Supplemental Life Premium Withholding		-134.60
	1036650 FDAC-EBA	vision/dental/life premium	1,577.22
	1036658 SDRMA-Employee Benefit Service - medical premium		17,376.00
5001.3.062: UNIFORM ALLOWANCE			<i>none issued</i>
5111.3.111: SAFETY CLOTHING			<i>none issued</i>
5111.3.115: SAFETY EQUIPMENT			<i>none issued</i>
5111.3.121: COMMUNICATIONS: RADIOS			
	1036655 Interstate All Battery Center	pager batteries	89.98
5111.3.124: COMMUNICATIONS: TELEPHONE			
	1036649 Comcast - Sta. 3	phone/internet monthly charges	109.10
	1036660 Verizon Wireless	monthly service	7.14
5111.3.131: FOOD/FIRE LINE MEALS			<i>none issued</i>
5111.3.141: HOUSEHOLD EXPENSE			
	1035293 Ebbetts Pass Lumber Co	cleaning supplies	67.67
	1035438 AmeriPride Service	rag/coverall material	84.08
	1035439 CA Waste Recovery	trash removal	69.63
	1035447 Veritiv	household supplies	133.55
	1036647 Anchor Pest Control	pest control	72.00

CHECKS ISSUED LISTING - MAY 2017**STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
5111.3.151:	INSURANCE: PROPERTY/LIABILITY		<i>none issued</i>
5111.3.153:	INSURANCE: WORKER'S COMPENSATION		<i>none issued</i>
5111.3.181:	MAINTENANCE: APPARATUS		<i>none issued</i>
5111.3.183:	MAINTENANCE: AMBULANCES		
1035287	Arnold Auto Supply	air filter, battery, coolant	282.32
1035291	Arnold Tire & Auto Care	mount/balance/rotate tires	158.00
1035290	Dapper Tire Co Inc	tires	1,082.97
1035299	US Bank (Sonora Ford)	repair manifold, gaskets/manifold	6,790.82
1036653	Hi-Tech EVS Inc	repair rear door lock	1,118.82
5111.3.201:	BUILDING & GROUNDS MAINTENANCE		<i>none issued</i>
5111.3.211:	EMERGENCY CARE		
1036646	Airgas	oxygen	516.81
1035288	Bound Tree Medical LLC	medical supplies	1,304.56
1035288, 1036656	Life Assist Inc.	medical supplies	3,024.62
5111.3.221:	MEMBERSHIPS/SUBSCRIPTIONS		<i>none issued</i>
5111.3.241:	OFFICE EXPENSE		<i>none issued</i>
5111.3.271:	PROFESSIONAL SERVICES		
1035296	Novato Fire District	Jan/Feb 2017 billing: 102 PCR's	1,836.00
1036645	ADPI	billing fee	728.25
1036652	Elinor Hall	IGT Consulting	3,037.50
5111.3.401:	SMALL TOOLS/FF EQUIPMENT		
1035293	Ebbetts Pass Lumber Co	UTV supplies	39.12
1035444	Hi-Tech EVS Inc	repair Hurst tools	474.70
5111.3.402:	SMALL TOOLS: HOSE / SCBA / MEDICAL		<i>none issued</i>
5111.3.411:	SPECIAL DISTRICT EXPENSE		
1035299	US Bank: SAMBA	EPN reporting	10.80
5111.3.412:	SPECIAL DISTRICT EXPENSE: HEALTH MAINTENANCE		<i>none issued</i>
5111.3.413:	SPECIAL DISTRICT EXPENSE: ADMINISTRATIVE FEE		<i>none issued</i>

CHECKS ISSUED LISTING - MAY 2017**STATION 3 A**

Check No.	PAID TO	PURPOSE	AMOUNT
5111.3.422: TRAINING			
1035292	Jim Eaves	reimburse EMT recert fee	87.00
5111.3.478: TRAVEL/EDUCATION/TRAINING			
1035298	Stryker	on-site stretcher training	1,890.00
5111.3.480: TRANSPORTATION FUEL			
1035441	Ebbetts Pass Gas Service	fuel	1,198.27
1035440	Chevron	fuel	282.51
5111.3.501: UTILITIES: WATER/SEWER			
1035289	CCWD	water/sewer	121.52
5111.3.504: UTILITIES: ELECTRICITY			
	JE CPPA	electricity	153.94
5111.3.505: UTILITIES: PROPANE			
1035441	Ebbetts Pass Gas Service	propane	122.62
5403 A: BANK CHARGES			
	JE WestAmerica Bank	lockbox account fee	\$156.53
5411 A: SPECIAL TAX HANDLING FEE			<i>none issued</i>
5640 A: STRUCTURES			<i>none issued</i>
5701 A: EQUIPMENT			<i>none issued</i>
8001/5612 A: REFUNDS			
1035442	Electronic Payment Clearinghs	refund overpayment	73.85
1035443	Employers Mutual Inc	refund overpayment	98.01
1035445	Noridian MC JE Pt B Refund	refund overpayment	548.02
1035446	United Healthcare of CA	refund overpayment	3,384.53

Ebbetts Pass Fire District



May 11, 2017

To: Ebbetts Pass Board of Directors

RE: 2016 Cost of Living Increase for 7/1/2017 - 6/30/2018

The Annual Consumer Price Index (CPI) for West Urban is 1.9% for 2016. CPI West Urban is the calculation index our agency has used in the past when considering a Cost of Living Increase (COLA) for employees. Please reference the table accompanying this letter for a more detailed look, specifically for Year 2016 under Annual.

Ebbetts Pass Fire District

A handwritten signature in black ink, appearing to read "Mike Johnson", followed by a long horizontal line.

Fire Chief Mike Johnson

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CPI-All Urban Consumers (Current Series)

Series Id: CUUR0400SA0, CUUS0400SA0

Not Seasonally Adjusted

Series Title: All items in West urban, all urban consumers, not seasonally adjusted

Area: West urban

Item: All items

Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2007	207.790	208.995	210.778	212.036	213.063	212.680	212.542	212.406	212.920	213.917	214.904	214.733	212.230	210.890	213.570
2008	215.739	216.339	218.533	219.437	221.009	223.040	223.867	222.823	222.132	221.034	217.113	214.685	219.646	219.016	220.276
2009	215.923	217.095	217.357	217.910	218.567	219.865	219.484	219.884	220.294	220.447	219.728	219.307	218.822	217.786	219.857
2010	219.989	220.179	220.809	221.202	221.417	221.147	221.331	221.523	221.384	221.708	221.671	222.081	221.203	220.790	221.616
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485	226.428	228.543
2012	228.980	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237.000	236.153	236.096	235.824	235.093	236.555
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095	240.215	239.365	241.066
2015	238.318	239.748	241.690	242.302	244.227	244.332	245.040	244.737	244.257	244.341	243.749	243.434	243.015	241.770	244.260
2016	244.600	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234	249.897	249.448	249.516	247.705	246.250	249.161
2017	250.814	252.252	252.949												

12-Month Percent Change

Series Id: CUUR0400SA0, CUUS0400SA0

Not Seasonally Adjusted

Series Title: All items in West urban, all urban consumers, not seasonally adjusted

Area: West urban

Item: All items

Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2007	3.0	3.1	3.4	3.3	3.0	3.0	2.8	2.4	2.5	3.3	4.2	4.1	3.2	3.1	3.2
2008	3.8	3.5	3.7	3.5	3.7	4.9	5.3	4.9	4.3	3.3	1.0	0.0	3.5	3.9	3.1
2009	0.1	0.3	-0.5	-0.7	-1.1	-1.4	-2.0	-1.3	-0.8	-0.3	1.2	2.2	-0.4	-0.6	-0.2
2010	1.9	1.4	1.6	1.5	1.3	0.6	0.8	0.7	0.5	0.6	0.9	1.3	1.1	1.4	0.8
2011	1.4	1.9	2.6	3.0	3.2	3.1	2.9	3.0	3.5	3.4	3.2	2.7	2.8	2.6	3.1
2012	2.6	2.5	2.4	2.1	2.0	2.0	1.8	2.1	2.2	2.5	1.9	1.7	2.2	2.3	2.0
2013	1.7	2.0	1.5	1.3	1.3	1.5	1.9	1.5	1.3	0.9	1.3	1.8	1.5	1.5	1.4
2014	1.7	1.3	1.5	1.8	2.3	2.3	2.3	2.1	2.0	2.0	1.7	1.3	1.9	1.8	1.9
2015	0.7	0.9	1.1	1.0	1.2	1.1	1.3	1.3	1.0	1.1	1.5	1.8	1.2	1.0	1.3
2016	2.6	2.1	1.5	1.8	1.5	1.6	1.4	1.5	2.0	2.3	2.3	2.5	1.9	1.9	2.0
2017	2.5	3.0	3.1												

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Ebbetts Pass Fire District

Step Percentage Increase:	3.2%	Percentage for Firefighter-Paramedic:	15.0%
Rank Percentage Increase:	16.0% (Firefighter to Engineer, Engineer to Captain)	For Paramedic Advancing to Higher Rank than Firefighter that was hired after 11/15/16, the 15.0% not applicable but an Additional Amount: +3.04 added to hourly rate (the difference between top stop FF and FFP).	
Battalion Chief Rank			
Percentage Increase:	5.0% (Captain to Battalion Chief)		

Effective 7/01/17 includes 1.9% COLA increase to FY 2016-17

56-Hours/Week PERSONNEL PAY SCHEDULE

2017-18

				CLASS	STEP										
				LEVEL											
					1	2	3	4	5	6	7	8	9	10	
Interval*					1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	2 Years	2 Years		
FIREFIGHTER		Annual for 56 hours/week	Regular OT		1,198.55	1,236.90	1,276.48	1,317.33	1,359.48	1,402.99	1,447.88	1,494.22	1,542.03		
			Holiday Pay		2,300.96	2,374.59	2,450.58	2,529.00	2,609.92	2,693.44	2,779.63	2,868.58	2,960.37		
			Shift Personnel		46,019.20	47,491.81	49,011.55	50,579.92	52,198.48	53,868.83	55,592.63	57,371.60	59,207.49		
		Annual for 56 hours/week	EMT	Hourly Rate	1F	15.76	16.26	16.78	17.32	17.88	18.45	19.04	19.65	20.28	
			Regular OT		1,378.33	1,422.44	1,467.95	1,514.93	1,563.41	1,613.44	1,665.07	1,718.35	1,773.34		
			Holiday Pay		2,646.10	2,730.78	2,816.16	2,903.35	3,001.41	3,097.46	3,196.58	3,298.87	3,404.43		
		Annual for 56 hours/week	Shift Personnel		52,922.08	54,615.59	56,363.29	58,166.91	60,028.25	61,949.16	63,931.53	65,977.34	68,088.61		
			Paramedic	Hourly Rate	1P	18.12	18.70	19.30	19.92	20.56	21.22	21.89	22.59	23.32	
ENGINEER	hired prior to 11/15/16	Annual for 56 hours/week	Regular OT		1,390.32	1,434.81	1,480.72	1,528.10	1,577.00	1,627.47	1,679.54	1,733.29	1,788.76	1,846.00	
			Holiday Pay		2,669.11	2,754.53	2,842.67	2,933.64	3,027.51	3,124.39	3,224.37	3,327.55	3,434.03	3,543.92	
			Shift Personnel		53,382.27	55,090.50	56,853.40	58,672.71	60,550.24	62,487.84	64,487.45	66,551.05	68,680.89	70,878.47	
		Annual for 56 hours/week	EMT	Hourly Rate	2F	18.28	18.87	19.47	20.09	20.74	21.40	22.08	22.79	23.52	24.27
			Regular OT		1,598.86	1,650.03	1,702.83	1,757.32	1,813.55	1,871.59	1,931.48	1,993.28	2,057.07	2,122.90	
			Holiday Pay		3,069.48	3,167.70	3,269.07	3,373.68	3,481.64	3,593.05	3,709.03	3,826.69	3,949.14	4,075.51	
	hired after 11/15/16	Annual for 56 hours/week	Shift Personnel		61,389.61	63,354.08	65,381.41	67,473.62	69,632.77	71,861.02	74,160.57	76,533.71	78,982.79	81,510.24	
			Paramedic	Hourly Rate	2P	21.02	21.70	22.39	23.11	23.85	24.61	25.40	26.21	27.05	27.91
			Regular OT		1,621.51	1,666.00	1,711.91	1,759.29	1,808.19	1,858.66	1,910.74	1,964.48	2,019.95	2,077.19	
		Annual for 56 hours/week	Holiday Pay		3,112.95	3,198.37	3,286.51	3,377.48	3,471.35	3,568.23	3,668.21	3,771.39	3,877.87	3,987.76	
			Shift Personnel		62,259.07	63,967.30	65,730.20	67,549.51	69,427.04	71,364.64	73,364.25	75,427.85	77,557.49	79,755.27	
			Paramedic	Hourly Rate	2P	21.32	21.91	22.51	23.13	23.78	24.44	25.12	25.83	26.56	27.31
CAPTAIN	hired prior to 11/15/16	Annual for 56 hours/week	Regular OT		1,612.77	1,664.37	1,717.63	1,772.60	1,829.32	1,887.86	1,948.27	2,010.62	2,074.96	2,141.36	
			Holiday Pay		3,096.17	3,195.25	3,297.50	3,403.02	3,511.91	3,624.29	3,740.27	3,859.96	3,983.43	4,110.95	
			Shift Personnel		61,923.44	63,904.99	65,949.94	68,060.34	70,238.27	72,485.90	74,805.45	77,199.22	79,669.60	82,219.02	
		Annual for 56 hours/week	EMT	Hourly Rate	3F	21.21	21.89	22.59	23.31	24.05	24.82	25.62	26.44	27.28	28.16
			Regular OT		1,854.88	1,914.03	1,975.28	2,038.49	2,103.72	2,171.04	2,240.51	2,312.21	2,386.20	2,462.56	
			Holiday Pay		3,560.60	3,674.54	3,792.12	3,913.47	4,038.70	4,167.94	4,301.31	4,438.96	4,581.00	4,727.59	
	hired after 11/15/16	Annual for 56 hours/week	Shift Personnel		71,211.95	73,490.73	75,842.44	78,269.39	80,774.02	83,358.78	86,026.26	88,779.11	91,620.04	94,551.88	
			Paramedic	Hourly Rate	3P	24.39	25.17	25.97	26.80	27.66	28.55	29.46	30.40	31.38	32.38
			Regular OT		1,843.96	1,895.57	1,948.83	2,003.79	2,060.51	2,119.05	2,179.46	2,241.81	2,306.15	2,372.55	
		Annual for 56 hours/week	Holiday Pay		3,540.01	3,639.09	3,741.34	3,846.86	3,955.75	4,068.13	4,184.11	4,303.80	4,427.32	4,554.79	
			Shift Personnel		70,800.24	72,781.79	74,826.74	76,937.14	79,115.07	81,362.70	83,682.25	86,076.02	88,546.40	91,095.82	
			Paramedic	Hourly Rate	2P	24.25	24.93	25.63	26.35	27.09	27.86	28.66	29.48	30.32	31.20
BATTALION CHIEF	hired prior to 11/15/16	Annual for 56 hours/week	Regular OT		1,693.40	1,747.59	1,803.52	1,790.22	1,920.79	1,982.25	2,045.69	2,111.15	2,178.70	2,248.42	
			Holiday Pay		3,250.98	3,355.01	3,462.37	3,436.84	3,687.51	3,805.51	3,927.29	4,052.96	4,182.65	4,316.50	
			Shift Personnel		65,019.61	67,100.23	69,247.44	68,738.80	73,750.19	76,110.19	78,545.72	81,059.18	83,653.08	86,329.98	
		Annual for 56 hours/week	EMT	Hourly Rate	3BC	22.27	22.98	23.71	23.54	25.26	26.07	26.90	27.76	28.65	29.57
			Regular OT		1,947.42	2,009.73	2,074.04	2,058.75	2,208.91	2,279.59	2,352.54	2,427.82	2,505.51	2,585.69	
			Holiday Pay		3,738.63	3,858.26	3,981.73	3,952.37	4,240.64	4,376.34	4,516.38	4,660.90	4,810.05	4,963.97	
	hired after 11/15/16	Annual for 56 hours/week	Shift Personnel		74,772.55	77,165.27	79,634.56	79,047.32	84,812.72	87,526.72	90,327.58	93,218.06	96,201.04	99,279.47	
			Paramedic	Hourly Rate	3BCP	25.61	26.43	27.27	27.07	29.05	29.97	30.93	31.92	32.95	34.00
			Regular OT		1,924.60	1,978.79	2,034.71	2,021.41	2,151.98	2,213.45	2,276.88	2,342.34	2,409.90	2,479.61	
		Annual for 56 hours/week	Holiday Pay		3,694.82	3,758.85	3,906.21	3,880.68	4,131.35	4,249.35	4,371.13	4,496.80	4,626.49	4,760.34	
			Shift Personnel		73,896.41	75,977.03	78,124.24	77,613.60	82,626.99	84,986.99	87,422.52	89,935.98	92,529.88	95,206.78	
			Paramedic	Hourly Rate	2P	25.31	26.02	26.75	26.58	28.30	29.11	29.94	30.80	31.69	32.61

*Minimum amount of time at this step.

Shaded area indicates annual amount.

Includes 1.9% COLA increase to FY 2016-17

		1	2	3	4	5
		6 Months	1 Year	1 Year	1 Year	1 Year
FIRE CHIEF	Annual Salary	104,872	108,065	111,279	114,639	118,020
	Per Month	8,739	9,005	9,273	9,553	9,835
	Per Hour	50.25	51.78	53.32	54.93	56.55

Includes 1.9% COLA increase to FY 2016-17

ADMINISTRATIVE (40 HOURS PER WEEK) PAY SCHEDULE

2017-18

			CLASS LEVEL	STEP									
				1	2	3	4	5	6	7	8	9	10
Interval*				1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year	2 Years	2 Years	10
Fire Prevention Officer	Annual Salary for 40 hr/wk			35,521	36,606	37,796	38,943	40,216	41,323	42,512	43,660	44,871	46,123
		Hourly	2A	17.02	17.54	18.11	18.66	19.27	19.80	20.37	20.92	21.50	22.10
District Secretary	Annual Salary for 40 hr/wk			53,072	54,846	56,641	58,373	60,126	61,963	63,820	65,907	67,744	69,685
		Hourly	6A	25.43	26.28	27.14	27.97	28.81	29.69	30.58	31.58	32.45	33.39



**California Special
Districts Association**
Districts Stronger Together

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

2017 BOARD ELECTIONS

UPDATED MAIL BALLOT INFORMATION

Dear Member:

An **updated ballot** has been enclosed for your district's use in voting to elect a representative to the CSDA Board of Directors in your Network for Seat C. Please discard the original ballot you received, as it did not include all 3 nominees. If you have already sent in your original ballot, it will not be counted. Please review the enclosed information for all three nominees and send in the new ballot.

Each of CSDA's six (6) networks has three seats on the Board. Each of the candidates is either a board member or management-level employee of a member district located in your network. Each Regular Member (district) in good standing shall be entitled to vote for one (1) person to represent its network.

We have enclosed the candidate information for each candidate who submitted one. Please vote for **only one** candidate to represent your network in Seat C, **unless otherwise noted on the actual ballot**, and be sure to sign, date and fill in your member district information. If any part of the ballot is not complete, the ballot will not be valid and will not be counted.

Please utilize the enclosed return envelope to return the completed ballot. Ballots must be received at the CSDA office at 1112 I Street, Suite 200, Sacramento, CA 95814 by **5:00pm on Friday, August 4, 2017.**

If you do not use the enclosed envelope, please mail in your ballot to:

California Special Districts Association
Attn: 2017 Board Elections
1112 I Street, Suite 200
Sacramento, CA 95814

Please contact Beth Hummel at 877.924.2732 or bethh@csda.net with any questions.

RECEIVED

JUN 12 2017

Ebbetts Pass Fire District

UNITED STATES DEPARTMENT OF AGRICULTURE

2. 1911. 12. 10. 1911.

Dear Sir: I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
Yours very truly,
J. B. H. [Signature]

Very truly yours,
J. B. H. [Signature]

Very truly yours,
J. B. H. [Signature]

Very truly yours,
J. B. H. [Signature]

Very truly yours,
J. B. H. [Signature]

Very truly yours,
J. B. H. [Signature]

CSDA BOARD OF DIRECTORS 2017 ELECTION



**SIERRA
NETWORK**

SEAT C
term ends 2020

Please vote for only one.

UPDATED BALLOT

- ☐ **Peter J. Kampa***
Saddle Creek Community Services District
- ☐ **Orlando Fuentes**
Cosumnes Community Services District
- ☐ **Scott R. Holbrook**
Auburn Area Recreation & Park District

All fields must be completed for ballot to be counted.

** incumbent running for re-election*

SIGNATURE:	DATE:
MEMBER DISTRICT:	

Must be received by **5pm, August 4, 2017**. CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814

CSDA BOARD OF DIRECTORS 2017 ELECTION



**SIERRA
NETWORK**

SEAT C
term ends 2020

Please vote for only one.

- ☐ **Peter J. Kampa***
Saddle Creek Community Services District
- ☐ **Scott R. Holbrook**
Auburn Area Recreation & Park District

All fields must be completed for ballot to be counted.

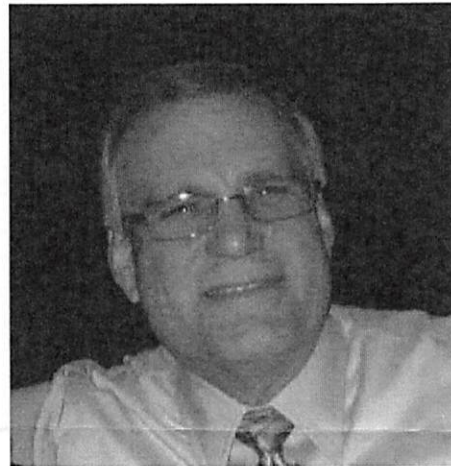
** incumbent running for re-election*

SIGNATURE:	DATE:
MEMBER DISTRICT:	

Must be received by **5pm, August 4, 2017**. CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814

Hello,

My name is Tim Unruh, SDA and I am running for a seat in the 2017 SDRMA Board of Directors election. I have been the District Manager of the Kern County Cemetery District for the past 30 years which consists of two cemeteries, including Shafter Memorial Park and Wasco Memorial Park. I am also a Director for the Kern Mosquito and Vector Control District which covers 1,657 square miles of Kern County. My education includes a B.A. in Ag-Business with an emphasis in Economics from Tabor College with postgraduate work in Business from Cal State – Bakersfield.



Previously, I was a representative for what is now Network 4 when I was elected to the CSDA Board of Directors in 2002. I chaired the CSDA Legislation Committee for 2003 and currently sit on the Legislation Committee.

In 2015, our District was the recipient of the SDRMA Earl Sayre "Excellence in Safety" award. This was accomplished through hard work and training. My desire is to take that same hard work and commitment to work for all special districts as a Director on the SDRMA board.

What I will contribute as a SDRMA Director is to be actively involved by advocating for special districts in California. Each of our districts, whether small or large, have insurance needs that impact us. These needs must be listened to and I want to work through SDRMA to do just that. Together, our involvement in SDRMA has created the ability to work as a cohesive body that can help special districts with their insurance. As a group, this allows for a greater impact to work for the issues of special districts. I understand what it means to wear multiple hats as both a General Manager and a Director. I know the difficulties that face special districts every day. I feel I can add a dimension to the SDRMA board that will help with the decisions this board will consider.

I also understand the need for continuing education for districts to stay on top of the legislation and requirements that come out of Sacramento. I have a General Safety Specialist Certification from SDRMA and a Special District Administrator Certification from CSDA. I have taken advantage of various education programs. I have seen the positive results from education and will be involved to promote more district participation in what SDRMA offers.

I want to encourage you to vote in this SDRMA election and to thank you for your vote for me as well as the opportunity to work for your special district on the SDRMA Board of Directors.

Respectfully Submitted,

Tim Unruh
General Manager
Kern County Cemetery District

RECEIVED

JUN - 8 2017

Elk Grove Fire District

Tim Unruh
29534 Madera Ave
Shafter, CA 93263



Michael Johnson,
Fire Chief, Ebbetts Pass Fire District
Post Office Box 66
Arnold, California 95223-0066

95223\$0066 B001





California Special
Districts Association
Districts Stronger Together

2017 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Peter J Kampa

District/Company: Saddle Creek Community Services District

Title: General Manager

Elected/Appointed/Staff: Staff

Length of Service with District: 3 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Pete has served on the CSDA Board since 1998 and on each of its committees. He currently serves on the finance and professional development committees. He is an instructor for the CSDA Leadership Academy, present regularly at the GM Leadership Conference and Annual Conference, and attends other CSDA training continuously. He also serves on the Public Works Task force for CSDA.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

He has served on the ACWA and Mountain Counties Water Resources Association Legislative Committee and Delta Plan task forces.

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Tuolumne County Chamber of Commerce

4. List civic organization involvement:

None at this time as he is 100% dedicated to special districts at this time.

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after May 31, 2017 will not be included with the ballot.

**Candidate's Statement
CSDA Board of Directors**

I have proudly served on the Board of Directors for the California Special Districts Association (CSDA) since 1998, and I respectfully request your vote as I seek re-election for Region 2, Seat C this year. Since 1994 and while serving on the CSDA Board of Directors, I have also served as General Manager for community services districts throughout California providing diverse services including water, wastewater, park and recreation, fire protection, road maintenance, solid waste, ambulance, library, street lighting and snow removal. In addition to providing special district management consulting services throughout the state, I currently manage three community services districts, two of which are located in Region 2.

Each of the districts I have managed are located in rural areas with their associated infrastructure, funding, and staffing challenges which are a part of life with special districts. I believe my background and experience provides an excellent tool kit from which to draw as a Board member of CSDA.

As your CSDA Board representative, I feel I have contributed greatly to the successes of the CSDA organization, through solid support for CSDA management and by informing Board decisions with decades of experience on the Board and within the industry. I believe strongly in the CSDA staff and will ensure that they have the direction and resources to provide the highest level of services to special districts of all sizes and types.

I have been active in the expansion of "affiliated" CSDA Chapters; spearheaded and assisted in the creation of the Gold Country CSDA Chapter. I understand the budgetary and operational needs of small districts and intend to dedicate significant effort to maintain solid small district representation by CSDA.

The Saddle Creek Community Services District Board of Directors unanimously supports and directs my active involvement in CSDA.



California Special
Districts Association
Districts Stronger Together

2017 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: ORLANDO FUENTES
District/Company: OSUMNES CSD
Title: DIRECTOR, (member of Board)
Elected/Appointed/Staff: ELECTED
Length of Service with District: 5 months

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

No

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

No

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

NO

4. List civic organization involvement:

CITY OF ELK GROVE MULTICULTURAL COMMITTEE
RESTORATIVE SCHOOLS Vision Project on RESTORATIVE
LULAC - LEAGUE of UNITED LATIN AMERICAN CITIZENS JUSTICE

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after May 31, 2017 will not be included with the ballot.

**ORLANDO FUENTES, BOARD MEMBER
COSUMNES CSD**

I am in my first elected position on the Cosumnes CSD, elected November 8, 2016. This was preceded by seven solid years of political organizing experience. I have gotten to know my elected officials and they know me by name: my councilpersons, the Mayor, my Senator, my Assemblyman, other board members such as school board, SMUD and water district. I like to know those who are representing our citizens and advocating for them.

I strive to develop my skills and abilities for the betterment of all lives in my community, my state and beyond. Involvement with the California Special Districts Association will allow me the opportunity to expand my knowledge, and will allow me to draw from years of both my professional and civic experience serving in several non-partisan organizations to advance the CSDA's mission of legislative advocacy, trainings and conferences for professional development and technical assistance. A few of those organizations include:

- El Hogar Mental Health Agency: Board Member, 4 years
- City of Elk Grove Multicultural Committee: Founding Member and Founding Chairperson, 5 years
- Restorative Schools Vision Project: Dedicated to reducing the use of suspensions and expulsions through restorative justice practices. Statewide Coalition. Legislative advocacy. Trainer and practitioner.
- LULAC – League of United Latin American Citizens – A nonpartisan organization dedicated to increase civic engagement of Latinos through voter education and registration, student scholarships and improving high school graduation rates.

My professional career involves 26 years of California State government, in program development and implementation, policy development and implementation, operations oversight, training and middle management.

As a CSDA Board Member I will endeavor to promote the District's vision, educate others about its mission, advocate for the education and training of its members, and offer a fresh perspective that only a new member can offer.



California Special
Districts Association
Districts Stronger Together

2017 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name:

Scott Holbeck

District/Company:

Arroyo Area Recreators Park District

Title:

Director

(A&D)

Elected/Appointed/Staff:

Length of Service with District:

19 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

Have attended numerous events, classes!
otherwise

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

NO

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

In addition to A&D I, City of Arroyo Recreators
Oversight Committee, Nueces County advisory Committee.

4. List civic organization involvement:

Arroyo Exchange Club, Chamber of Commerce -

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after May 31, 2017 will not be included with the ballot.

Candidate Statement from Scott Holbrook, Board Member with the Auburn Area Recreation and Park District (19 years)

I wanted to give a little glimpse as to my record and passions. I am a husband, father, small business owner and long-time member of the Auburn Area Recreation and Park District (ARD). I am passionate about making my community the best possible place to live and raise a family.

I am proud of my tenure at ARD, be it the overcoming of a corrupt and ugly situation that involved board, staff, the Placer County Grand Jury and District Attorney, the fiscal and other policies that have allowed us to remain fiscally strong throughout some very tough times (and setting us up for the future), or my work developing some of the biggest and most enjoyed community events in the area.

I believe in the Special District concept, and have worked hard to fight for it and represent it well. I have continually worked to increase my knowledge, be it with CSDA activities or other venues. I look forward to the opportunity of keeping the CSDA strong and pertinent, working to be a valuable member of the board, supporting advocacy for individual districts, and maintaining a strong voice in legislative matters, be they locally, state-wide or nationally.

Feel free to reach out - I would be happy to address any questions or concerns. In the meantime, I thank you for your consideration and support of my candidacy. And as always, keep smilin'.

RESOLUTION NO. _____

**A RESOLUTION OF THE GOVERNING BODY OF THE
Ebbetts Pass Fire District
FOR THE ELECTION OF DIRECTORS TO THE SPECIAL DISTRICT
RISK MANAGEMENT AUTHORITY BOARD OF DIRECTORS**

WHEREAS, Special District Risk Management Authority (SDRMA) is a Joint Powers Authority formed under California Government Code Section 6500 et seq., for the purpose of providing risk management and risk financing for California special districts and other local government agencies; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement specifies SDRMA shall be governed by a seven member Board of Directors nominated and elected from the members who have executed the current operative agreement and are participating in a joint protection program; and

WHEREAS, SDRMA's Sixth Amended and Restated Joint Powers Agreement Article 7 - Board of Directors specifies that the procedures for director elections shall be established by SDRMA's Board of Directors; and

WHEREAS, SDRMA's Board of Directors approved Policy No. 2017-03 Establishing Guidelines for Director Elections specifies director qualifications, terms of office and election requirements; and

WHEREAS, Policy No. 2017-03 specifies that member agencies desiring to participate in the balloting and election of candidates to serve on SDRMA's Board of Directors must be made by resolution adopted by the member agency's governing body.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Ebbetts Pass Fire District selects the following candidates to serve as Directors on the SDRMA Board of Directors:

(continued)



**OFFICIAL 2017 ELECTION BALLOT
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY
BOARD OF DIRECTORS**

VOTE FOR ONLY FOUR (4) CANDIDATES

Mark each selection directly onto the ballot, voting for no more than four (4) candidates. Each candidate may receive only one (1) vote per ballot. A ballot received with more than four (4) candidates selected will be considered invalid and not counted. All ballots must be sealed and received by mail or hand delivery in the enclosed self-addressed, stamped envelope at SDRMA on or before 4:30 p.m., Tuesday, August 29, 2017. Faxes or electronic transmissions are NOT acceptable.

- ☐ **TIMOTHY UNRUH**
District Manager, Kern County Cemetery District No. 1

- ☐ **JAMES M. HAMLIN (Jim)**
Board Director, Burney Water District

- ☐ **MIKE SCHEAFER (INCUMBENT)**
Director/President, Costa Mesa Sanitary District

- ☐ **MICHAEL J. KAREN**
Board Director, Apple Valley Fire Protection District

- ☐ **DAVID ARANDA (INCUMBENT)**
General Manager, Mountain Meadows Community Services District

- ☐ **CINDI BEAUDET**
General Manager, Temecula Public Cemetery District

- ☐ **JEAN BRACY, SDA (INCUMBENT)**
Deputy Director – Administration, Mojave Desert Air Quality Management District

ADOPTED this ____ day of _____, 2017 by the Ebbetts Pass Fire District by the following roll call votes listed by name:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

APPROVED:

SDRMA'S BOARD OF DIRECTORS ELECTION BALLOT INSTRUCTIONS

Notification of nominations for four (4) seats on the Special District Risk Management Authority's (SDRMA's) Board of Directors was mailed to the membership in February 2017.

On May 11, 2017, SDRMA's Election Committee reviewed the nomination documents submitted by the candidates in accordance with SDRMA's Policy No. 2017-03 Establishing Guidelines for Director Elections. The Election Committee confirmed that seven (7) candidates met the qualification requirements and those names are included on the Official Election Resolution Ballot.

Enclosed is the Official Election Resolution Ballot along with a Statement of Qualifications as submitted by each candidate. Election instructions are as follows:

1. The enclosed combined Official Election Resolution Ballot must be used to ensure the integrity of the balloting process.
2. After selecting up to four (4) candidates, your agency's governing body must approve the enclosed Official Election Resolution Ballot. **Ballots containing more than four (4) candidate selections will be considered invalid and not counted.**
3. The signed Official Election Resolution Ballot **MUST** be sealed and received by mail or hand delivery at SDRMA's office on or before 4:30 p.m. on Tuesday, August 29, 2017 to the address below. Faxes or electronic transmissions are NOT acceptable. A self-addressed, stamped envelope is enclosed.

Special District Risk Management Authority
Election Committee
1112 "I" Street, Suite 300
Sacramento, California 95814

5. The four-year terms for newly elected Directors will begin on January 1, 2018 and terminate on December 31, 2021.
6. Important balloting and election dates are:

August 29, 2017 - Deadline for members to return the signed Official Election Resolution Ballot

August 30, 2017 - Ballots are opened and counted

August 31, 2017 - Election results are announced and candidates notified

September 27, 2017 - Newly elected Directors are introduced at the SDRMA Annual Breakfast to be held in Monterey at the CSDA Annual Conference

November 1-2, 2017 - Newly elected Directors are invited to attend SDRMA board meeting (Sacramento)

January 2018 - Newly elected Directors are seated and Board officer elections are held

Please do not hesitate to call SDRMA's Chief Operating Officer Paul Frydendal at 800.537.7790 if you have any questions regarding the election and balloting process.

RECEIVED
MAY 22 2017
Ebbetts Pass Fire District

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Timothy Unruh
District/Agency Kern County Cemetery District No.1
Work Address 18662 Santa Fe Way, PO Box 354, Shafter, CA 93263
Work Phone 661-746-3921 Home Phone 661-746-6725

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

The work of SDRMA is critical to the everyday operations of a Special District. Knowing that the district and the board is protected gives a 'Peace of Mind' to our daily operations. Sitting on this Board will give me an opportunity to give back to SDRMA and its membership. As a manager of a moderate sized Special District, I am especially interested in maintaining an involvement from that small district perspective. It is imperative that SDRMA maintains cost effective service to the Special District community and it's important that smaller districts have a voice in their insurance needs.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I spent three years as a Director for CSDA including one year as Legislation Committee Chairman. I currently sit on the CSDA Legislation Committee and am a Special District Administrator (SDA). Our District is in its fourth term as a District of Distinction which now includes the Transparency Certification. I currently sit as a Director with a city appointment on Kern Mosquito and Vector board. I have been a Director of the California Association of Public Cemeteries for 15 years and currently am Chairman of the Legislation Committee. I have been involved with the Kern County Special Districts Association since 1995 from when we worked to obtain LAFCo representation for Special Districts.

Most importantly, I have been a manager for the Kern County Cemetery District for 30 years and work daily to keep our cemetery district strong and effective in our community. To that end, I have the SDRMA General Safety Specialist Certification and with that training I work for a compliant, safe and healthy working relationship with our staff.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

I feel that community history is very important and am a volunteer with the local Historical Society. I also have sat on the local school board and have been involved with our youth through our church as well as our community through sports and especially by giving our young people a safe and entertaining place to visit after our home football games.

This being said, I feel that I am a committed and thorough person who knows that to get things done you must be involved and be able to think out of the box in difficult situations. You must listen to those around you and sometimes that means keeping one's mouth shut.

I have worked as a Manager for many years and understand the needs of special districts. What SDRMA offers is an integral part of special district operations and I feel that I can bring a passion for the practical needs of Special Districts.

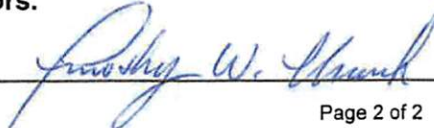
What is your overall vision for SDRMA? (Response Required)

SDRMA has shown great concern for the Special Districts in California as is seen in their commitment to meeting our insurance needs. This is done by listening to the membership and continuing to work on being a better and complete insurance stop. I feel that the Health Insurance part of their programs will be the next large growth area. As we deal with PERB's and the needs of our work force, this area will help to meet the needs of our agencies.

Their education is excellent and they have defined their role in local government very well. It will be necessary to maintain this role and work to educate the membership. SDRMA's commitment to be a cost-effective insurance provider has work well in the past and will continue to do so as long as the Board and staff work together to fulfill their mission statement.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date: April 24, 2017

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted**. No statements are endorsed by SDRMA.

Nominee/Candidate	James M. Hamlin (Jim)		
District/Agency	Burney Water & Sewer District		
Work Address	20541 Burney Court, Burney, Ca. 96013		
Work Phone	(530) 335-2040	Home Phone	(530) 335-2040

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

Able to look at actuarial evidence. Being able to set adequate rates for both Insurance program and districts. SDRMA needs to operate as a business.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

Served on hospital district for 24 1/2 years, California Hospital District board for 8 years, Burney Water Sewer board for three years. I had my own insurance brokerage for 43 years. I did not have an E & O Claim.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)

see previous question

What is your overall vision for SDRMA? (Response Required)

SDRMA must operate as a viable business. Many district carriers and board members are reluctant to raise rates. When I served on Ca. Hospital Board, many of the board members were not willing to operate as a business because it would affect their hospitals bottom line.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature James M. Hamel Date 4-1-2017

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate **MIKE SCHEAFER**
District/Agency **COSTA MESA SANITARY DISTRICT**
Work Address **1551-B BAKER ST, COSTA MESA, CA 92626**
Work Phone **714-435-0300** Home Phone **714-552-9858**

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

As an incumbent on the SDRMA Board I wish to continue providing the service and knowledge that I have been consistent with during my current term. As an insurance professional for over 44 years I bring the experience needed to manage the risks Districts are faced with. Over my term I have consistently made decisions to provide the protections necessary at the most affordable cost. Districts continue to encounter new challenges to their risk management programs. My years of experience, my continued involvement in insurance education and my desire to protect make me a sound choice to continue on the Board of SDRMA.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

Current SDRMA Board Member. President Costa Mesa Sanitary District Board of Directors. Former City Councilmember for the City of Costa Mesa. Former Parks and Recreation Commissioner for the City of Costa Mesa.

Leadership positions, including Board President for the following: Little League Baseball, Boys and Girls Club of the Harbor Area, Costa Mesa Senior Center, The Albert Dixon Memorial Foundation (non profit providing funds for other non-profit agencies).

Over 30 years experience with Lions Clubs International. Served as District Governor, Club President several times. Chaired the California Convention Committee several times. Membership in the organization continues.

My leadership role in all these organizations gave, and give, me experience in the risks that face each. My insurance experience helps me make prudent decisions when challenged with those risks.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

Many of the organizations that I have either been elected to or volunteered for quickly put me in a leadership role. They recognized my ability to handle the risks and challenges the organizations meet. I was able to steer those organizations in a clear path to minimize the risk.

I continue to hold a teaching credential in Insurance Education with the local community college District. Additionally I was a professor of Insurance Continuing Education for many years. I have a passion for passing on the knowledge I have acquired over my career.

I have always faced the risk management challenges of any organization with the confidence that the desired outcomes would be realized.

What is your overall vision for SDRMA? (Response Required)

My vision is to continue providing the protection and service to the Special Districts that make them strong in their risk management efforts. I will continue to work for those ends while keeping strong my conviction that rates need to be adequate yet affordable for the Districts.

New technologies, changes in legislation, make it extremely difficult for Districts to keep up with the factors posing new challenges to risk management, insurance, etc. My experience in those areas, my position as an elected official, make me keenly aware of how to protect the Districts.

I will continue to be committed to making SDRMA the leader in protecting the risk management needs of our Special Districts.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature _____



Date _____

4/25/17

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Michael J. Karen
District/Agency Apple Valley Fire Board
Work Address N/A
Work Phone N/A Home Phone 760-713-3273

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

I would be honored to serve on the SDRMA Board of Directors because I am interested in not only risk management, but insurance as well. I have run my own company and have seen first hand how accidents can affect the bottom line.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I was appointed to the Apple Valley Fire Board in February of 2016. I was re-elected the same year. During my time on the board, I have already been a part of many great things. The board and I helped to pass Measure A which funds our district in perpetuity. We also passed and have streamlined the budget. I have also been a part of evaluations as well.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

I have been a business owner, and I am a Veteran of Desert Strike/Desert Storm. I am a member of the Apple Valley Chamber of Commerce, Victor Valley Republican, and the Community Emergency Response Team (CERT). I am an elected member of the Republican Central Committee as well as a Director for the Apple Valley Fire District. I have donated my time to seniors, the needy, and Salvation Army. I was also a Man About Town nominee for the High Desert Phoenix Foundation.

What is your overall vision for SDRMA? (Response Required)

As a Director, I would work to promote education in the districts. I would also build coalitions to keep the rates competitive. I hope to work with the board on any and all issues facing all of our districts. I would love to be elected to such a distinguished team!

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Page 2 of 2

4-20-17

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – **no attachments will be accepted**. No statements are endorsed by SDRMA.

Nominee/Candidate David Aranda
District/Agency Mountain Meadows Community Services District
Work Address 17780 Highline Rd - Tehachapi CA 93561
Work Phone 661-822-7616 Home Phone 661-300-1231

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

Working with six other board members and the staff,
as a team is challenging and rewarding.

Over the years of my service on the SDRMA Board
I hope the members have found my input to be
beneficial and it is my desire to continue to look
after the members receiving the best service at a
fair cost.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

Service on SDRMA

Service on SOWCA - I was part of the group that
consolidate two entities into one entity which was
very cost effective.

Service on SDLF

Past Service on CSDA - current Education Committee member

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)

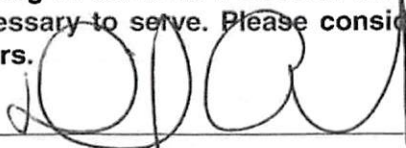
Serving as a General MANAGER over the past twenty plus years and serving as a Board Member ASISTS me in understanding the proper process that benefits the operation of SDRMA
Eighteen years of experience with SDRMA provides a good knowledge base to benefit the members

What is your overall vision for SDRMA? (Response Required)

- 1) Continue to provide excellent service
- 2) Continue the balance of a financially strong pool that provides great policy coverage at the best pricing possible.
- 3) Serve the members with cutting edge software customer service oriented employees and a Board that remembers who we are serving!

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date

4-20-17

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate	Cindi Beaudet		
District/Agency	Temecula Public Cemetery District		
Work Address	41911 C Street, Temecula CA 92592		
Work Phone	(951)699-1630	Home Phone	(951)541-8736

Why do you want to serve on the SDRMA Board of Directors? (Response Required)

As a member of SDRMA, I've learned first hand the risk and challenges that comes with my type of Special District. I think it is important to have an active and knowledgeable voice representing our industry and districts and that understands the role special districts play and their importance. I will bring sound policy principles to the table and work with my fellow board members in the spirit of collaboration to ensure SDRMA continues to be a cost effective, high quality risk management service.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization) (Response Required)

I have played an active role in the cemetery industry in both the private sector and with special districts for almost two decades and was elected in 2006 to the Board of California Association of Public Cemeteries (CAPC). While on the Board for CAPC one of my roles was Education Committee Chair, working with executive staff to identify learning and certification opportunities for our members. This experience has provided me with the skills and knowledge of board development, procedures, protocol and policy development.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

**What special skills, talents, or experience (including volunteer experience) do you have?
(Response Required)**

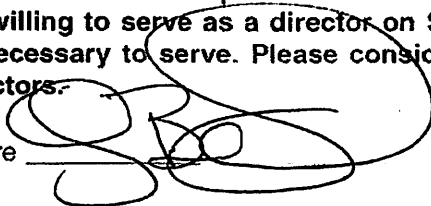
Since 2004 I have served as General Manager to the Temecula Public Cemetery District. I consider myself to be well versed in cemetery leadership, risk mitigation, best management practices and risk reduction. I hold a life insurance license from the State of California. I am an advocate for the cemetery profession, serving as a formal mentor for CAPC. I am engaged and involved heavily in my community and understand first hand the challenges and risk associated with cemetery operations and management.

What is your overall vision for SDRMA? (Response Required)

My overall vision for SDRMA is that it appropriately and accurately addresses the risk and mitigation needs of all its members in a thoughtful and deliberate manner; considering the size, scope and nuances of each type of public agency. This thoughtful consideration will provide better service to our members while maintaining the cost effective quality programs SDRMA continues to offer.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date

4/27/17

Special District Risk Management Authority Board of Directors Candidate's Statement of Qualifications

This information will be distributed to the membership with the ballot, "exactly as submitted" by the candidates – no attachments will be accepted. No statements are endorsed by SDRMA.

Nominee/Candidate Jean Bracy, SDA
District/Agency Mojave Desert Air Quality Management District
Work Address 14306 Park Ave., Victorville, CA 92392
Work Phone 760-245-1661

Why do you want to serve on the SDRMA Board of Directors?

I have served on the SDRMA Board of Directors since 2010. In 2017 I was elected by the Board to be the **Board President**. The Board strives to provide a variety of avenues for members to be successful and has adopted many important programs and policies aimed to provide members **cost effective coverage**. Each year, the Board **carefully considered** rates for services and from 2009 to 2016 voted to hold rates flat for the property/liability program. Through strategic planning SDRMA has a **strong financial base**. SDRMA has included **Cyber Coverage**; provided a **FREE Law Legal Hotline**; established a **multiple-policy discount (5%)** for each member who belongs to both the property/liability and the workers compensation programs; shares investment earnings with members through a **longevity distribution**; established the **loss prevention allowance funds** which reimburses members for safety-related costs up to \$1,000; launched and enhanced the SDRMA **interactive website**; provided **FREE online training** through Target Solutions; launched a **Safety Specialist Certificate** program; and contracted with Company Nurse to provide **FREE screening services** for work-related injury cases. I have worked closely with SDRMA for **17 years**. I am attracted to its member-focused, pro-active, and positive mission. I would like to see – and be a part of – SDRMA continue this member-centric approach.

What Board or committee experience do you have that would help you to be an effective Board Member? (SDRMA or any other organization)

I am serving my eighth year on the **SDRMA Board of Directors** and in 2017 I am the Board President. I am serving my fifth year on the Board of Directors for the **Special District Leadership Foundation (SDLF)** and I am the Board Secretary. On this Board I have been part of the continuing expansion of the SDLF programs, including the premier program, **District of Distinction**, also the Special District Administrator Certificate, the Recognition of Special District Governance, and the District Transparency Certificate of Excellence.

My career experience with special districts has helped me to understand the issues specific to smaller organizations. I have learned what it really means for an organization to do more with less. I have also learned that political realities for special districts are distinct from other forms of governments. As the Deputy Director – Administration for the Mojave Desert Air Quality Management District, I am the staff representative to the Governing Board Committees for Budget and Personnel. I am a member of and have chaired the California Air Pollution Control Officers Association (CAPCOA), statewide committees for Fiscal and Human Resource officers. I organized and have chaired the Alternate Fuel Task Force for the Mojave Desert air basin; I have represented the District in the Antelope Valley Clean Cities Coalition.

My working opportunities have crossed several public service types. I served as the Victorville city representative to the Technical Advisory Committee for the Victor Valley Transit Authority and as the City representative and officer on the Executive Committee of the Regional Economic Development Authority. I volunteered four years on the Board of Directors of the Victor Valley Federal Credit Union. For six years, I worked as an adjunct professor at Victor Valley Community College teaching Public Works Administration.

**Special District Risk Management Authority
Board of Directors
Candidate's Statement of Qualifications**

What special skills, talents, or experience (including volunteer experience) do you have?

As professional and as a volunteer, I have a wide range of experiences with organizational structures, long term and vision planning, development of staff and volunteers, and resource and program management. My experience of leading organizational activities and implementing change for growth includes bringing together intergenerational and multicultural groups to achieve common goals.

I am an effective manager with expertise in efficient and productive management implementing process improvements in finance, human resources, risk management, and a wide variety of related administrative and organizational functions. I have led highly skilled teams to support the achievement of overall agency goals and objectives.

I earned a Master's Degree in Public Administration from California State University, San Bernardino

I earned the Special District Administrator Certification from the Special Districts Leadership Foundation

I earned the Recognition of Special District Governance from the Special Districts Leadership Foundation

I earned the Masters Certification in Labor Relations from the California Public Employers Labor Relations Association (CALPELRA)

What is your overall vision for SDRMA?

I want to continue contributing my experience and expertise to SDRMA's overall function to further strengthen and enhance the lines of services provided by SDRMA. I want to see members educated to be wise in their management to reduce costs and deliver their very important missions to their communities. I want to be part of the mission to enhance the member's experience through claims management and education that leads to loss prevention.

I certify that I meet the candidate qualifications as outlined in the SDRMA election policy. I further certify that I am willing to serve as a director on SDRMA's Board of Directors. I will commit the time and effort necessary to serve. Please consider my application for nomination/candidacy to the Board of Directors.

Candidate Signature



Date

2-27-17

May 12, 2017

Ms. Cheryl Howard
District Secretary
Ebbetts Pass Fire District
Post Office Box 66
Arnold, California 95223-0066

Dear Ms. Howard,

Enclosed is your agency's invoice for the 2017-18 Workers' Compensation Program. As previously noted in our letter dated February 14, 2017, the Special District Risk Management Authority (SDRMA) Board of Directors took action to keep rates flat for the coming year. However, your agency's annual contribution amount may vary compared to 2016-17 due to an increase or decrease in reported payroll or adjustments to your agency's E-mod based upon your claims experience.

For members belonging to both SDRMA Workers' Compensation and Property/Liability Programs, a 5% *Multi-Program Discount* has been deducted from the invoice total and is noted in the line above *Net Estimated Annual Contribution*. In addition, a \$75 credit has been applied if your agency used MemberPlus Online™ to complete and submit your 2017-18 Renewal Questionnaire by the March 15 deadline. A 15% Credit Incentive Program discount has also been applied.

To ensure accurate and timely processing of your coverages, **please return the enclosed blue remittance copy for the 2017-18 Workers' Compensation Program year along with your payment by July 15, 2017 for the total contribution amount shown on the invoice.** If your agency needs to make special payment arrangements due to cash flow constraints, please contact Heather Thomson, Chief Financial Officer, at 800.537.7790 or hthomson@sdрма.org. However, any payments received after August 15, 2017 will accrue interest charges of 1% per month regardless of any payment arrangements.

Upcoming Annual Payroll Reconciliation – In July your agency will receive a separate letter with instructions regarding the requirement to submit the annual payroll reconciliation for the 2016-17 Program Year. Once your agency has completed the online annual reconciliation, if you overpaid for the prior year a refund check will be sent to you, or if you owe an additional amount you will receive a separate final reconciliation invoice.

Thank you for your support and continued participation in helping make SDRMA the premier risk management program in California!

Sincerely,
Special District Risk Management Authority



Gregory S. Hall, ARM
Chief Executive Officer

Enclosures: 2017-18 SDRMA Workers' Compensation Program Invoice, 2016-17 Credit Incentive Program (CIP) Points earned to-date, 2017-18 CIP criteria, and Workplace Injury - Company Nurse Information

RECEIVED

MAY 16 2017

Ebbetts Pass Fire District

Workers' Compensation Credit Incentive Program



Ebbetts Pass Fire District

CIP Points Earned as of: 5/10/2017

The Credit Incentive Program (CIP) is designed to encourage our Members to take a proactive approach for loss prevention administration, training and safety/risk management. In an effort to assist our Members in achieving the lowest contributions possible, we performed a review of the documents submitted to date for the CIP program year 2016-17. The following earned credits have been documented and will be applied toward the annual payroll reconciliation invoice for the 2016-17 program year:

CIP Criteria Description*	CIPs Earned	CIP \$ Earned	Unearned CIPs	Unearned CIP \$
SDRMA Safety Specialist Certificate	0	\$0	2	\$2,943
Special District Administrator designation from SDLF	0	\$0	2	\$2,943
Staff Attendance at SDRMA Workshop	2	\$2,943	0	\$0
Additional Staff Attendance at SDRMA Workshop	0	\$0	1	\$1,471
Management Staff Attendance at CSDA Sponsored Training	1	\$1,471	0	\$0
Additional Management Staff Attendance at CSDA Sponsored Training	0	\$0	1	\$1,471
Attendance at OSHA/Safety Management Seminar	0	\$0	1	\$1,471
Injury, Illness and Prevention Program	2	\$2,943	0	\$0
TargetSolutions Online Training Program	3	\$4,414	0	\$0
Use of SDRMA Safety Video Library	0	\$0	2	\$2,943
ADMINISTRATION TRACK TOTALS - 8 POINTS MAXIMUM	8	\$11,770	0	\$0
SDLF District of Distinction designation	0	\$0	4	\$5,885
Single Board Member Attendance at SDRMA Workshop	1	\$1,471	0	\$0
Additional Board Member Attendance at SDRMA Workshop	1	\$1,471	0	\$0
Single Board Member Attendance at CSDA Training	1	\$1,471	0	\$0
Additional Board Member Attendance at CSDA Training	0	\$0	1	\$1,471
Completion of two CSDA Education / Webinar sessions	0	\$0	2	\$2,943
General Safety Specialist Certificate	0	\$0	2	\$2,943
GOVERNANCE TRACK TOTALS - 5 POINTS MAXIMUM	3	\$4,414	2	\$2,943
No Claims during the year	0	\$0	2	\$2,943
Utilization of Company Nurse	0	\$0	2	\$2,943
CLAIMS TRACK TOTALS - 2 POINTS MAXIMUM	0	\$0	2	\$2,943
COMBINED TRACK TOTALS - 15 POINTS MAXIMUM	11	\$16,184	4	\$5,885
5 YEAR NO CLAIMS BONUS	0	\$0	3	\$4,414
TOTAL CREDIT INCENTIVE POINTS	11	\$16,184	7	\$10,299

RECEIVED

MAY 16 2017

*For detailed information, please see the Workers' Compensation CIP criteria for the applicable Program Year. For questions, please contact Dennis Timoney, Chief Risk Officer at 800.537.7790 or dtimoney@sdrma.org.

Workers' Compensation Program Invoice



Program Year 2017-18

Ebbetts Pass Fire District

Post Office Box 66
Arnold, California 95223

Invoice Date: 05/12/2017
Invoice Number: 60196
Member Number: 5451

Class Code	Classification Description	Reported Payroll	Manual Rate per \$100	Annual Contribution
7706	Firefighters	\$1,999,800	\$5.84	\$116,788.32
7707 **	Volunteer Firefighters	25	\$320.51	\$8,012.75
8742-P **	Non-Paid Governing Body Members	5	\$21.19	\$105.95
8810	Clerical; Librarians and Clerks	\$89,100	\$0.57	\$507.87

** Indicates per capita rate class code

Total Estimated Annual Contribution Based on Manual Rates	\$125,414.89
Contribution as Adjusted by the Experience Modification Factor of 130%	\$163,039.36
Less: *15% Credit Incentive Program Discount	-24,455.90
Estimated Annual Adjusted Contribution	\$138,583.46
Less: Longevity Distribution Credit	-5,645.00
Less: 5% Multi-Program Discount	0.00
Net Estimated Annual Contribution	\$132,938.46

Total Contribution Amount Due by July 15

\$132,938.46

RECEIVED

MAY 16 2017

Ebbetts Pass Fire District

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment. Please return BLUE COPY with your payment. For invoice questions call the SDRMA Finance Department.

* 15% CIP is advanced for purposes of calculating estimated annual invoices, actual CIP earned has been applied to year end audit.

Special District Risk Management Authority
1112 I Street Suite 300, Sacramento, California 95814-2865
Tel 916.231.4141 or 800.537.7790 | Fax 916.231.4111
www.sdrma.org



Homeowners may soon find insurance relief

New program examines risk

By JASON COWAN

JASON@CALAVERASENTERPRISE.COM

The foothills of the Sierra Nevada are apparently among the worst places to live in California when wildfire risk is the measure, leaving nearly every resident along the slope at "high and extreme" danger, according to a hazard map published by Fireline.

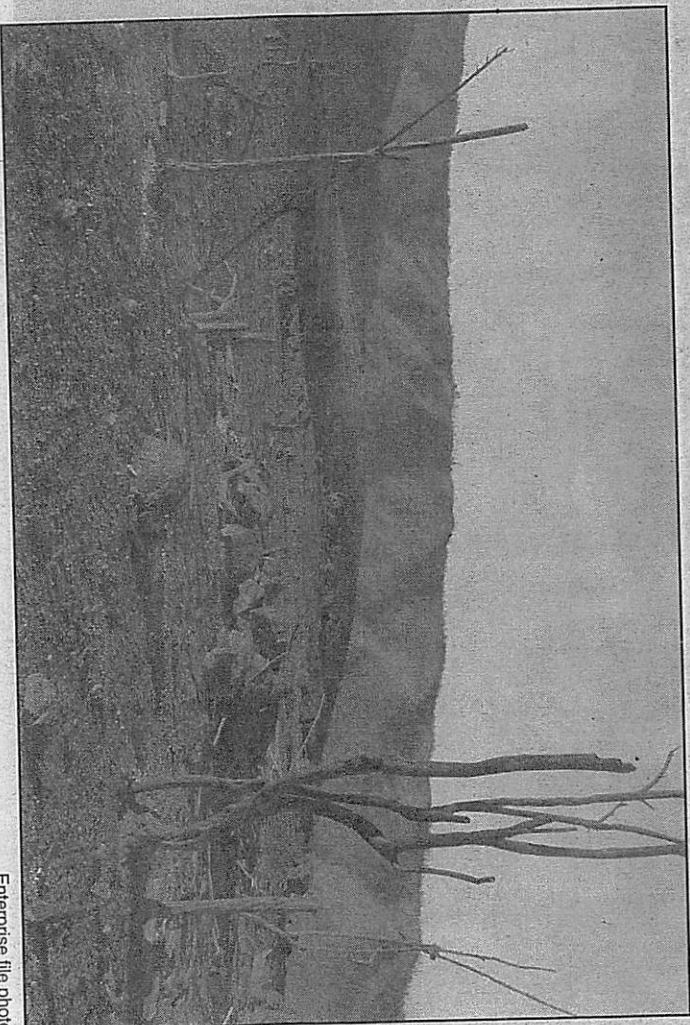
Specifically, Tuolumne County has it the worst. Of the jurisdiction's 30,000 homes, 82 percent are at substantial risk for wildfire. Ranked fourth in the state is Mariposa County at 67 percent. Rounding out the list at sixth, seventh, ninth and 10th places, respectively, are Alpine, Calaveras, Amador

and El Dorado counties.

It's a crisis, said Tom Pratt, an insurance agent for luxurious items such as cars, art and jewelry. The current model paints the hazards in broad brushstrokes; a lot of areas are bulked together.

The label has, however, scared off a bulk of insurance companies as there are no means for homeowners to obtain affordable coverage. Because of this, buying and selling into the market has become difficult. In turn, many local economies have been impacted.

Help may soon be on the way, however. A startup named Delos Insurance Solutions, formed by three rocket scientists, is in the process of developing a program that would provide a more accurate snapshot of an area.



Enterprise file photo

Insurers began leaving the area shortly after the 2013 Rim Fire in Tuolumne County and the Butte Fire in Calaveras County in 2015.

MEMORANDUM OF UNDERSTANDING

Ebbetts Pass Fire District

and

Ebbetts Pass Firefighter's Local #3581

The Board of Directors of the Ebbetts Pass Fire District and Ebbetts Pass Firefighter's Local #3581 have met and conferred in good faith regarding wages, hours and other terms and conditions of employment relating to employees of the Ebbetts Pass Fire District in the representation unit identified in Section 1.

It is the purpose of this agreement to achieve and maintain harmonious relations between the Ebbetts Pass Fire District and the Ebbetts Pass Firefighter's Local #3581, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milius-Brown Act and shall be effective as of the date of execution and shall continue in full force and effect until modified by mutual agreement of the parties through the meet and confer process. Per the April 14, 2008 request of the Ebbetts Pass Firefighter's Local #3581, the Board of Directors agreed to update prior agreements and language, eliminate non-applicable sections and incorporate referenced policies into the MOU. Both parties agreed to the re-write the MOU with the understanding that the subsequent MOU would not be reopened for negotiation of any item. The revised 2008 MOU replaces previous versions of the MOU and is the most recent and applicable version.

The Board of Directors and the Ebbetts Pass Firefighter's Local #3581 agree that the revised 2008 MOU represents the parties' best efforts to incorporate all agreements and understandings. However, the parties also acknowledge that the revised 2008 MOU may contain errors or omit provisions that the parties intended to include in the revised MOU. The Board and Union agree to meet and confer to correct any mistakes and/or oversights identified by the parties without opening other sections of the MOU.

MEMORANDUM OF UNDERSTANDING

Section 1: Recognition, Management Rights and Union Business

1.1 Ebbetts Pass Fire District Representation

The Board of Directors or those Board members duly authorized and appointed by the Board shall represent the Ebbetts Pass Fire District during the meet and confer process. The MOU shall be deemed binding upon action by the majority vote of the Board. The Ebbetts Pass Fire District as represented by the Board of Directors shall be hereinafter referred to as the "District."

1.2 Union Representation

The District herein recognizes the Ebbetts Pass Fire District Firefighters Local #3581 International Association of Firefighters, hereinafter referred to as the "Union" as the exclusive bargaining agent for all uniformed, full-time 24-hour and 40 hour sworn personnel in the following classifications; Battalion Chief, Fire Captain, Fire Engineer, Firefighter/Paramedic, and Firefighter.

1.3 Management Rights

Agreement to this MOU does not preclude the District from properly exercising its right to effectively manage the District, make decisions, determine the number of employees needed to perform a service, determine the mission or goals of the District or to exercise any management right presently accorded to the District by law. The District will abide by the Meyers-Milias-Brown Act to the extent required before exercising any management right..

1.4 Union Business

Employees designated by the Union to serve as Union representatives shall be granted unpaid time off to perform their Union functions. However, a maximum of two on-duty Union representatives shall be granted time off without the loss of pay and benefits to engage in the meet and confer process with the District or to appear and/or testify in matters before the Public Employment Relations Board as specified in Government Code section 3505.3.

Section 2: Non Discrimination

2.1 Discrimination

The District and Union agree there shall be no discrimination of any kind because of race, creed, color, religion, national origin, sex, disability, political affiliation, ancestry, physical disability, mental disability, medical condition, marital status, age, sexual orientation, gender identity, or legitimate Union activity against any employee.

Section 3: Policies, Procedures and Maintenance of Benefits

3.1 Policies and Procedures

All District rules and regulations have been incorporated into the Ebbetts Pass Fire District Policy Handbook. Employees are expected to become familiar with all District policies, procedures and regulations contained in the Handbook and this MOU. The District agrees that any policy changes or additions affecting working conditions are subject to meet and confer and are not valid until such has occurred.

3.2 Maintenance of Benefits

All existing benefits and beneficial practices currently enjoyed by Union members and/or the District shall continue in full force and effective without change unless modified by mutual agreement of the parties.

3.3 Change of Working Conditions

The District shall meet and confer with respect to the creation of any new or modified resolutions, ordinances, policies, requirements and qualifications impacting or changing working conditions for Union members that are not covered by this MOU.

3.4 Opening the MOU.

Unless both parties agree to limit negotiations to a single provision or subject covered by this MOU, a request by either party to open the MOU and bargain for changes shall open ALL provisions of the MOU for negotiations. Opening the MOU shall be done in accordance with section 7.5.

Section 4: Mandatory Minimum Requirements for Continued Employment

4.1 Definition

The District and the Union agree that mandatory minimum requirements for continued employment are generally those qualifications, certifications, skills and abilities required, both by law and District policy, that ensures the District's compliance with state and federal mandates and an employee's ability to carry out his/her duties and responsibilities. Mandatory minimum requirements for continued employment are generally outlined within a particular job description under "scope of employment" and/or within the MOU.

4.2 Specific Mandatory Minimum Requirements

Employees are required to possess/maintain the following:

- Minimum valid Class C Driver's License with a Firefighters Endorsement
- Current EMT-1 Certification
- Current CPR Certification
- Employees hired as Paramedics must maintain currency of all licenses and related medical certifications as required by the District and the LEMSA.
- Satisfactory Level of Physical Fitness as determined by the District's Wellness and Physical Fitness Program, required biannual physical (under 40 years of age) and/or annual physical

(over 40 years of age)

Hazardous Materials Operations Level as of 1/97.

4.3 Changes to the Specific Mandatory Minimum Requirements - Redefining of Standards

The District and Union agree that employees may be required to complete additional training to meet the certification requirements of new state, federal and/or local mandates and shall be required to maintain such certifications henceforth.

The District agrees that no employee shall be separated from employment or otherwise disciplined based solely on failing to satisfy a new or modified mandatory minimum requirement without affording the employee reasonable opportunities to satisfy the new or modified requirement. The District agrees to meet and confer with the Union and affected employees on a plan that will allow employees to satisfy the new or modified requirement.

Section 5: Wages, Hours of Work, Benefits

5.1 Wages

Employees covered under this MOU shall be paid in accordance with the attached Addendum "A" pay schedule and salary adjustment policies. The District hereby adopts Addendum "A" as the method for determining classifications and pay steps for employees.

5.1-a. The District agrees to increase the compensation and pay steps for each classification in July of each year by the amount equal to the cumulative increase in the Consumer Price Index - West (CPI-U West) during the preceding 12 months, up to a maximum of 5% (Cost of Living Adjustment or "COLA"). In the event the 12 month cumulative increase in the Consumer Price Index-West (CPI-U West) exceeds 5%, the District and Union agree to meet and confer on whether to grant a COLA for that year that is equal to the actual Consumer Price Index-West (CPI-U West). No other provisions of this MOU shall be opened for negotiation.

5.1-b Employees hired prior to fiscal year 1996-97 were placed on the pay schedule according to the MOU dated July 15, 1996. Employees hired after that date were placed at Step 1

5.1-b Employees hired prior to fiscal year 1996-97 were placed on the pay schedule according to the MOU dated July 15, 1996. Employees hired after that date were placed at Step 1 on the pay scale for their classification.

Paramedics hired after November 15, 2016 receive premium pay equal to 15% of their hourly rate as a Firefighter Paramedic until they reach top step Firefighter Paramedic. The 15% premium received as a top step Firefighter Paramedic will be the employee's paramedic premium pay for all positions held by the individual beyond top step Firefighter.

5.1-c Effective July 1, 2017, step increases shall occur on July 1st of each year, at the following intervals and shall be subject to the following conditions:

All new hire probationary employees shall remain at their starting step for a minimum of 12 months and only after successfully passing their probationary period, shall be advanced to their next pay scale step. The Employee shall then be eligible for their next step increase on July 1st, having a satisfactory performance evaluation and the completion of training which may be required by the Fire Chief.

Steps 1-7: Annual July 1st Advancement between steps is based upon each employee ~~residing at a step for a minimum of one year~~, having a satisfactory performance evaluation and the completion of training which may be required by the Fire Chief.

Steps 8-10: Biennial July 1st Advancement between steps is based upon each employee ~~residing at a step for a minimum of two years~~ having a satisfactory performance evaluation and the completion of training which may be required by the Fire Chief.

5.1-e. Advancements on the pay scale as a result of promotion shall be computed as follows: Identify the employee's current hourly wage and increase by two steps. The employee's beginning class and step within the new classification shall be the class and step which most closely exceeds that hourly wage. All employees promoted shall continue to receive their annual July 1st step increases while on probation. Employees promoted while on steps 8-10 shall have their time from their previous rank credited towards their biennial step, no employee promoted while having a satisfactory performance evaluation and the completion of training which may be required by the Fire Chief at steps 8 or 9 shall exceed 24 months without a step increase.

dividing the employee's annual salary by 24 pay periods. Pay checks shall be issued the 1st day and 15th day of each month.

5.4 Overtime

The District is subject to the wage and hour requirements of the Fair Labor Standard Act ("FLSA"). In accordance with Section 7(k) of the FLSA, the District has adopted a 24-day 182 hour work period for employees assigned to shifts (29 CFR § 553.230). Employees assigned to shifts are normally scheduled to work four shifts and 192 hours during each 24-day work period. As a result, the normal full time work schedule for employees assigned to shifts includes ten (10) hours that are compensated as overtime (i.e., 182 hours of straight time and 10 hours of overtime).

Overtime shall be paid at 1-1/2 times the employee's regular hourly rate of pay. All paid leave time is treated as hours worked for purposes of meeting the 182 hour overtime threshold.

FLSA Compliance

The District and Union shall cooperate with each other to promptly resolve any issue which may arise during the term of this agreement regarding compliance with the FLSA. Any dispute involving interpretation or application of the FLSA to bargaining unit employees shall be referred in writing to the Fire Chief, detailing the specific issues involved and describing the resolution desired.

The Fire Chief shall investigate the dispute and shall meet with the complaining party in an attempt to settle the dispute. Both parties may seek legal opinions on the issue. The Fire Chief shall provide the Board of Directors with a report that includes each party's position on the particular issues and the Fire Chief's findings and opinions on the merits of the dispute. The Board of Directors shall issue a written determination of its position on the dispute and what action, if any, the District will take to settle the dispute or otherwise remedy the issues. The Board of Director's' determination shall not be binding on the parties and nothing in this section shall limit or foreclose the Union or any employee from seeking relief through legal proceedings in other forum.

5.5 Compensatory Time Off

Employees may elect, solely in their discretion, to accrue Compensatory Time Off (CTO) in lieu of cash payment for overtime worked as outlined below. CTO will be recorded as a rate of 1-1/2 times the hours worked and paid at the employee's current straight time rate. The employee may take one hour of work off for each hour of recorded CTO.

01. Employees hired before January 1, 2008 may elect to accrue and maintain a maximum of 240 hours of CTO in lieu of cash payment for overtime hours worked. Employees hired after January 1, 2008 may elect to accrue and maintain a maximum of 96 hours of CTO in lieu of cash payment for overtime hours worked.

02. For record keeping purposes, CTO hours represent hours previously earned at 1-1/2 times which have been converted to straight time.

03. Employees assigned to shift work are allowed to utilize a maximum of 240 hours (10-24 hour shifts) of CTO per calendar year and must be taken in 12 hour blocks of time.

04. Employees may utilize CTO to take time off from work for any reason; however the Fire Chief may deny requests to utilize CTO if established guidelines are not met or followed. Such guidelines and procedures may include:

- CTO request notification time frames - 21 days
- Availability of qualified relief
- Maintenance and effect on minimum staffing levels
- The absence of the employee does not cause a hardship on the District

05. Upon termination of employment, retirement or death, employees, and in case of death the spouse of the employee, shall be paid 100% of accumulated unused CTO at the current hourly rate for the employee's rank and step.

06. Upon request, and with the approval of the Fire Chief or his/her designee, an employee may be allowed to utilize more than 240 hours per year for reasons having to do with family emergencies or special circumstances.

07. Without the Fire Chief's approval, accrued CTO time may not be transferred (donated) from one employee to another employee.

08. The District Board may approve cash payment of accumulated CTO at the request of

employee. The employee shall be paid the approved amount of CTO at the current hourly rate for their rank and step.

5.6 Drill/Training/Alarm Pay

The District shall pay a flat rate of 1-1/2 times an employee's regular hourly rate of pay for each hour of District mandatory off-duty training and/or any off duty alarm response.

5.7 Call Back Pay

All employees who are called back to work while off-duty shall be paid a minimum of two (2) hours at 1-1/2 times the employee's regular hourly rate of pay. Compensation for actual hours worked beyond the two (2) hour minimum for callback, additional overtime, and off-duty alarm responses will be computed to the nearest one-fourth (1/4) of an hour.

5.8 Holidays

The District recognizes the following approved holidays for purposes of holiday pay:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Washington's Birthday
Easter	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving	Christmas

5.9 Holiday Pay

Employees are required to work holidays without regard for scheduled holidays. As a result, employees are paid 5% of their base annual salaries as holiday pay regardless of whether they are on duty or off duty on a recognized holiday.

On-duty personnel working holidays shall be allowed to work a light duty schedule.

With prior permission of the Fire Chief or his/her designee, personnel scheduled to work holidays may use vacation time to be off duty on a holiday so long as the absence does not interfere with the normal operations of the District.

5.10 Sick Leave

Employees shall accrue sick leave as follows:

Earning Rate: All employees covered by this MOU shall accrue sick leave on a daily basis computed at a rate of 216 hours per year

Deduction rate: For each hour any employee is absent from duty due to illness or injury, one hour of sick leave will be deducted from the employee's total accumulated sick leave.

01. Sick leave is provided to continue an employee's income and benefits during periods of the employee's illness or off-the-job injury and for the illness of a family member as specified in state law.

02. Requests for sick leave with pay must be supported by a physician's statement if the illness causes absence for more than one (1) shift (48 hours) for 24-hour personnel.

03. Requests for sick leave with pay must be supported by a physician's statement if the illness causes absence for more than three (3) working days for 40 hour sworn personnel.

- 04. Unused sick leave may accrue without limitation
- 05. Sick leave shall accrue on a daily basis computed at a rate of 216 hours per year (nine each 24-hour days) for 24-hour personnel.
- 06. Sick leave shall accrue on a daily basis computed at a rate of 15 working days per year for 40 hour sworn personnel.
- 07. Upon death or retirement of an employee, he/she or his/her beneficiary, shall be paid for one-half (50%) of the balance of accrued sick leave at his/her current hourly wage.
- 08. An employee's unused sick leave shall not be paid out upon termination or separation from service.

Disability/Salary Continuation

- 01. Salary Continuation: Permanent full-time, temporary full-time, permanent part-time, and temporary part-time firefighters classified as safety employees, who are disabled by injury or illness arising out of and in the course of their duties are entitled to leave of absence while so disabled without loss of salary and benefits for the period of disability up to 12 months.
 - 01.1. Employees declared eligible for "light duty" shall work allowed/required hours in service of the District according to schedules determined by the Fire Chief.
- 02. Benefit Continuation: Employees on a work-related disability leave of absence shall be entitled to continuation of eligible benefits including health, PERS, vacation/sick time accrual, time in service credit and life insurance if an injury diagnosed as a "temporary disability" extends beyond 12 months until such time as the employee returns to work or is declared permanently disabled.
- 03. Sick leave shall not be deducted for any on-the-job injury.
- 04. Full-time permanent employees injured off the job may use accrued sick leave, vacation time, and CTO for continuation of salary. Employees shall continue to receive all eligible benefits during this time period. Full-time employees who remain off work for more than 12 weeks due to a non-work related injury or illness, and who have exhausted all accrued sick leave, vacation and

CTO, may continue all eligible benefits for an additional 12 weeks, but shall be required to pay the premiums associated with the continuation such benefits if the employee does not return to work at the conclusion of the extended leave.

5.11 Vacation Time

All employees covered by this MOU shall accrue paid vacation time as outlined below. Employees who leave District employment for reason of death, separation from service, or retirement shall receive compensation at a rate of 100% of their current regular rate of pay for each hour of accumulated unused vacation time.

01. Each permanent full-time employee shall be entitled to an annual paid vacation. No employee shall be entitled to utilize accrued vacation time until he/she has been in District service for at least 12 months.

01.1. The Fire Chief may waive the required 12 months of service time for employees who have become permanent full-time and who were previously temporary part-time, temporary full-time or permanent part-time.

02. With sufficient notification, and so long as it does not place a burden on District operations, personnel shall be allowed to take vacation time in any increments of time.

03. Requests for vacation shall be submitted at least 21 days in advance. Requests shall be approved by the Fire Chief with reasonable regard for the desires of the employee insofar as they are consistent with the needs of the District.

04. Requests for vacation submitted between January 1 and January 31 of each calendar year shall be honored by seniority.

05. Paid vacation time for 24-hour shift personnel shall accrue as follows:

1-4 years of service:	9.33 hours/month (112 hours/year)
5-9 years of service:	14.0 hours/month (168 hours/year)
10-14 years of service:	18.67 hours/month (224 hours/year)

15+ years of service: 20 hours/month (240 hours/year)

06. Paid vacation time for 40 hour sworn personnel shall accrue monthly at a rate equal to:

1-4 years of service: 10 working days per year

5-9 years of service: 15 working days per year

10-14 years of service: 20 working days per year

15+ years of service: 22 working days per year

07. Employees may not accrue more than two years of vacation time based upon their respective time in service.

08. Employees shall be allowed a 30-day "grace" period to schedule vacation upon reaching their designated vacation cap.

09. Upon separation from service, retirement, or death, employees, and in the case of death the spouse of the employee, shall be paid for 100% of accumulated unused vacation time at the current hourly rate for their rank and step.

10. Cash payments for accrued vacation time are not allowed except upon separation from service, retirement or death.

5.12 Emergency Leave

All employees covered by this MOU are entitled to emergency leave as outlined below. All employees assigned to a 24-hour shift schedule shall be entitled to 48 hours of paid leave for family emergencies per fiscal year. Unused emergency leave has no residual value and may not be cashed out or carried over to the next year.

All 40-hour sworn personnel shall be entitled to 40 hours of paid leave for family emergencies. Unused emergency leave has no residual value and may not be cashed out or carried over to the next year.

5.13 Family Medical Leave

01. An eligible employee shall be entitled to a total of 12 workweeks of unpaid leave during any 12-month period in accordance with the Family Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA") for one or more of the following:

01.1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

01.2. Because of the placement of a son or daughter with the employee for adoption or foster care.

01.3. In order to care for a qualified family member as outlined in the FMLA and/or CFRA.

01.4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee. "Serious health condition" means an illness, injury, impairment of physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

02. The entitlement to leave for a birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement.

03. Leave may be taken intermittently or on a reduced leave schedule when medically necessary. The taking of leave intermittently or leave on a reduced schedule shall not result in a reduction in the total amount of leave to which the employee is entitled.

03.1. If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the District may require such employee to transfer temporarily to an available alternative position offered by the District for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the regular employment position of the employee.

04. Except as otherwise provided in this MOU, FMLA/CFRA leave may be unpaid leave. Where an employee is otherwise exempt from overtime under the FLSA, unpaid leave shall not affect the employee's exempt status.

05. If an employee is in paid status for fewer than 12 workweeks, the remaining weeks of leave necessary to attain the 12 workweeks of FMLA/CFRA leave will be without compensation.

05.1. An eligible employee may elect to use any of their accrued paid vacation leave, personal

leave, or emergency leave for any part of the 12-week period.

5.14 Bereavement and Funeral Leave

01. With consent of the Fire Chief, employees may use sick leave to discharge the customary obligations arising from the death of an immediate family member.

02. The immediate family shall include the spouse or a son, daughter, step-son, step-daughter, parent, step-parent, grandparent, step-grandparent, sibling, step-sibling, parent-in-law, or sibling-in-law.

03. Use of sick leave for bereavement and funeral purposes shall be limited to two consecutive working shifts (96 hours) for 24-hour personnel and seven consecutive work days (56 hours) for weekly personnel.

5.16 Pregnancy Disability Leave

1.1 This establishes guidelines and procedures for pregnant firefighters and for members of the District who become disabled due to pregnancy, childbirth or related medical conditions.

1.2 The District provides equal employment opportunities to all members. The goal of the district is to provide options for pregnant members to remain working in a full-time capacity performing full-duty assignments or alternative duty assignments for as long as reasonably practical. This is to protect a member's right to work while also guarding against the risks inherent in the performance of her duties. A decision to take a temporary light duty assignment while pregnant or disabled due to pregnancy, childbirth, or a related medical condition, shall be made by the member and her physician, upon written medical certification.

1.3 California employees who become disabled by pregnancy, childbirth or related medical conditions may request a Pregnancy Disability Leave ("PDL") in accordance within this section. This section is intended to and will be interpreted to comply with all applicable federal and state laws, specifically including the California Fair Employment and Housing Act ("FEHA").

- 2.1 A member shall be entitled to an unpaid PDL for a reasonable period while actually disabled, up to a maximum of four (4) months per pregnancy, so long as the member provides written medical certification from a healthcare provider that she is unable to work due to pregnancy, childbirth or a related medical condition.
- 2.2 During PDL, the member has the option of using accumulated sick leave, CTO and/or accrued vacation leave, and/or accrued administrative leave.
- 2.3 The District is not required to create a position, discharge or transfer another member with more seniority, or promote or transfer a member if she is not qualified for the position. Upon expiration of the approved PDL, the member shall be reinstated to the same position she held before the leave, or to an available comparable position if the former position was abolished during the period of leave and the member would otherwise not have been laid off. A comparable position is one having similar terms of pay, location, job content, and promotional opportunities.
- 2.4 Prior to the reinstatement following PDL, the District may require a member to provide written medical certification from a healthcare provider that the member is capable of resuming the regular duties of her position.
- 2.5 Where a member fails to return to work after the authorized four (4)-month PDL period and all other leave has been exhausted, the member has no reinstatement rights.
- 2.6 A member who plans to take PDL must provide the District with reasonable advance notice of the need for PDL and, where practicable, the anticipated timing and duration of the leave. If foreseeable, a member must provide the District with at least 30 days' notice of the need for PDL. If it is not practicable for employee member to give 30 days' notice (e.g., change in circumstances or medical emergency), the employee must notify the employer of the need for PDL as soon as practicable.
- 2.7 The District will provide a reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions if the member requests an accommodation with medical certification of the need for such accommodation.
- 2.8 Eligibility for PDL is separate from eligibility for any leave that members may be entitled to under the FMLA/CFRA. PDL is separate from CFRA leave; however, the PDL runs concurrently with FMLA leave.
- 2.9 PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis or a reduced work schedule basis. Time off for prenatal care, severe morning

sickness, doctor ordered bed rest, childbirth, and recovery from childbirth will all be counted against the PDL entitlement.

3.1 A request for PDL must be directed to the Personnel Officer and, where reasonably practicable, must be approved before the leave begins. Written requests for PDL are preferred.

3.2 A member requesting PDL must provide written certification from a healthcare provider stating that the member is disabled from working due to pregnancy, childbirth or a related medical condition. The certification must state the date upon which the member became disabled due to pregnancy, childbirth or a related medical condition; the expected duration of the disability; and the expected date of return to work.

3.3 Requests for an extension of PDL must be directed to the Personnel Officer prior to the agreed date of return and must be supported by a written medical certification from a healthcare provider that the member continues to be disabled by pregnancy, childbirth, or a related medical condition. The maximum PDL is four months.

4.1 For purposes of this section, "safety members" refers to those members represented by the Union and covered by this MOU.

4.2 The following are in addition to those set forth in Sections 2 and 3 above.

4.3 To assist the District in preparing for any leave or accommodation you might need, if any, in relation to a pregnancy, childbirth or a related medical condition, the District requests that safety members advise the Personnel Officer of the pregnancy and expected date of delivery, as soon as reasonably practicable.

4.4 Where problems performing any essential job function are reported, or where there exists a legitimate concern based on a member's performance that her continued performance poses an undue risk to the safety of others, the member will be required to provide medical certification that she is capable of performing her essential job functions. Where medical certification indicates that a member is not capable of performing any essential job function, or where the member's performance of any essential job function would unduly risk the safety or health of others, due to pregnancy, childbirth or a related medical condition, a temporary transfer to an alternative position or limitation of job duties may be required. For shift members this position can include a 40 hr./wk. schedule or a 56 hr./wk. light duty schedule, if available.

4.5 Upon written request by a member who is disabled due to pregnancy, childbirth or a related medical condition, the District will temporarily assign the member to light duty, if available.

5.1 The nature of District operations and emergency incidents makes it essential that each member be able to perform the essential job functions. A pregnant safety member assigned to a line position in operations can present a high risk for injury to herself, the unborn child, other members, and the public. If the safety member's healthcare provider determines the pregnant safety member is either unable to perform her essential job functions or would otherwise pose a risk to others if she remained in a strenuous or hazardous assignment, modification of the safety member's duties, if possible, or leave may be required.

6.1 Sick and Vacation Leave Accrual: Sick and vacation leave do not accrue while a member is on unpaid PDL.

7.1 Employees on PDL will not lose seniority or permanent work assignments due to any pregnancy - related leave or temporary modified duty assignments.

7.2 Employees on PDL are entitled to participate in shift and/or station bidding.

7.3 Employees on PDL will be allowed to participate in promotional testing.

7.4 Employees on PDL who are on probationary status will be required to complete probation periods once returned to work.

5.13 Medical/Dental/Vision

All full-time employees covered by this MOU shall be eligible for the following employer -paid medical benefits:

Full payment of the monthly premium of the District's current medical, dental and vision plans for the employee, the employee's spouse, and the employee's family.

For purposes of eligibility for medical insurance, full-time employees are those who consistently work an average of 30 hours per week.

5.14 Retirement and Retirement Contribution

“Classic Members” hired prior to January 1, 2013

Employees defined as “classic members” under the Public Employees’ Pension Reform Act (“PEPRA”) are provided the CalPERS 3%⁵⁵ local safety benefit formula with Credit for Unused Sick Leave (Sick leave Conversion). Final compensation for retirement purposes is based on the average of the three highest years. The District shall pay 4% of the employee’s contribution to CalPERS in the employee’s name. Retirees receive an annual 2% cost of living adjustment on their pension benefits.

“New Members” hired after January 1, 2013

Employees defined as “new members” under PEPRA are provided the CalPERS 2.7%⁵⁷ local safety benefit formula. Final compensation for retirement purposes is based average of the three highest years. New members pay 50% of the normal cost of the benefit as determined by CalPERS. New members receive an annual 2% cost of living adjustment on their pension benefits.

As defined by PEPRA, a new member includes:

- A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any California public retirement system.
- A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.

All members who do not meet the definition of a new member are considered classic members.

5.15 Life Insurance Benefit

All employees covered under this MOU shall be entitled to a District-provided life insurance policy in the amount of \$50,000.

5.16 Uniform Allowance

All employees covered under this MOU shall be entitled to an annual uniform purchase and

maintenance allowance of \$400.00. Payment of the uniform allowance will be made in two increments: A January increment to cover the previous six (6) months (July-December) and a July increment to cover the previous six (6) months (January-June). The Uniform allowance shall be reported to CalPers on a monthly basis and shall be considered compensation for retirement purposes.

5.17 Wildland Firefighting Boots

Upon inspection and authorization of the Fire Chief, and subsequent presentation of receipt of purchase, the District shall reimburse the cost of purchase / replacement / refurbishment of wildland firefighting boots used exclusively while on-duty. The District shall only replace / refurbish wildland firefighting boots damaged during District job-related incidents.

5.18 Health Surveillance and Infectious Control

The District shall cover the cost of medical evaluations, procedures and vaccinations required and/or recommended by the Center for Disease Control which protect employees against occupational exposures.

5.19 Pay Out Of Grade

Firefighters working out-of-class shall be paid a differential of 10% of their current class/step hourly rate for filling an Engineer position, 20% of their current class/step hourly rate for filling a Captain position, and 30% of their current class/step hourly rate for filling a Battalion Chief position. Engineers working out-of-class shall be paid a differential of 10% of their current

class/step hourly rate for filling a Captain position, and 20% of their current class/step hourly rate for filling Battalion Chief Position. Captains working out-of-class shall be paid a differential of 10% of their current class/step hourly rate for filling a Battalion Chief position, and 20% of their current class/step hourly rate for filling Battalion Chief Position. Battalion Chiefs working out-of-class shall be paid a differential of 10% of their current class/step hourly rate for filling a Chief position.

5.20 Common Mess

All employees on each shift at each station shall attend a common mess at the station for the consumption of meals. Employees covered by this agreement shall contribute in equal shares for the cost of the meals.

The procedures for implementing this common mess shall be established by Local 3581, and it shall be the responsibility of a "Food Program Representative," on each shift to implement and supervise the "common mess" program. The provisions of the section are adopted to assure that all members of fire companies will be available at all times to respond to emergency calls as quickly and efficiently as possible.

The District shall not be financially liable or responsible for the cost of any meal, the preparation thereof, the collection of funds, or any costs undertaken in conjunction with the provisions of this section.

Section 6: Other Provisions

6.1 Shift Exchanges

Employees shall have the right to exchange shifts (trade) when an exchange does not interfere with the operation for the District. No overtime shall be paid by reason of shift exchange. Shift exchange shall be subject to the approval of the Fire Chief or Duty Officer.

6.2 Assignment and Transfers

Personnel may be reassigned and/or transferred as outlined below:

Purpose and Scope

This section is to define assignments and transfers within the District and shall apply to all employees. The needs of the District shall take precedence.

01. The change of an employee from one position or duty to another position or duty, transfer from one shift to a different shift or from one station to another station, reassignment from shift work to a regular work week assignment within the same classification (rank) shall be deemed an assignment and may be made at any time by the Fire Chief or by his/her authorized representative.

02. Employees reassigned from shift work to a forty (40)-hour work week for any reason will receive additional compensation equal to the loss of regular FLSA overtime. Their hourly wage while working a 40 hour week shall be 1.5 times their current step and rank of their 24-hour shift for a single week.

Employees reassigned from shift work to a forty (40)-hour work week for any reason, will be given the option of working holidays and retaining holiday pay or taking holidays with the elimination of holiday pay.

Whichever option is chosen shall remain in effect for one year or until reassignment.

03. The duration of individual reassignments and/or transfers is at the sole discretion of the Fire Chief.

04. Employees qualified to successfully perform the duties and responsibilities of another position within the same class may request transfers to fill a position which becomes vacant.

6.3 Disciplinary Procedures

Disciplinary action shall include discharge, suspension, reduction in pay, demotion, transfer for purposes of punishment, written reprimand and other disciplinary penalty taken against an employee for cause. All disciplinary investigations and administrative appeals shall conform to the requirements of the Firefighters Procedural Bill of Rights Act ("FFPBRA") and other applicable state and federal laws.

Administrative Appeal

Firefighters subject to punitive/disciplinary action are entitled to an administrative appeal.

Within 14 calendar days after receiving final written notice of any punitive/disciplinary action, the employee may appeal the punitive/disciplinary action by filing a written request for administrative appeal with the Board of Directors. Employees may not resort to the grievance process to appeal punitive/disciplinary actions.

The administrative appeal shall be conducted in accordance with the California Administrative Procedures Act ("APA") as specified in the FFPBRA (Gov. Code § 3254.5(a)). As required by the APA, the administrative appeal shall be heard by an administrative law judge who shall conduct an evidentiary hearing. The evidentiary hearing shall be closed to the public unless the employee specifically requests that the appeal hearing be open.

The administrative law judge shall issue a proposed decision to the Board of Directors who may:

1. Adopt the proposed decision in its entirety;
2. Reduce the proposed penalty and adopt the balance of the proposed decision;
3. Decide the case itself based on the record, with or without taking additional evidence;
or
4. Refer the case back to the administrative law judge to take additional evidence and render an amended proposed decision in light of the additional evidence.

6.4 Promotions

Should a promotional opportunity occur, the District shall provide promotional opportunities as outlined below.

Definitions

Open Position: Position is available to qualified candidates not currently employed by the District.

Closed Position: Position is open only to qualified individuals within the paid ranks.

Conditional Appointment: An appointment made to a position that is based upon the employee meeting certain conditional requirements within a specific period of time.

01. The minimum qualifications and/or requirements for each position shall be set forth within the job description of each position.

02. Unless the Board of Directors otherwise specifically provides, all positions and vacancies in officer and supervisor ranks shall be first consider CLOSED and filled by promotion from within the District. EXCEPTION: The Fire Chief's Position.

03. Where it is determined that a sufficient number of qualified candidates will not be available to fill a vacancy, the Board of Directors, upon recommendation of the Fire Chief or his/her designee, may declare the position as OPEN to qualified candidates not employed by the District.

04. In order for any employee to take a promotional examination or to make application for a higher rank, the employee shall have completed all probationary requirements of the lower rank. The Fire Chief or his/her designee may waive this requirement if deemed necessary in order to place the most qualified individual in the vacant position.

05. Employees/members may take a promotional examination without being fully qualified to fill the position only after fully qualified candidates are considered for appointment. The Fire Chief or his/her designee may waive this requirement and make a "conditional appointment" if deemed necessary in order to place the most qualified individual in the vacant position.

06. Any person promoted to or appointed to any supervisor rank shall be in a probationary status for one (1) year. Probationary periods may be extended as provided herein. Promotions shall be considered a temporary, non-permanent appointment until such time as the required probationary period is satisfactorily completed.

07. Probationary time begins on the first day of work following appointment to a vacant position. Time served in the position as an "acting officer" or supervisor prior to promotion shall not apply to the probationary period.

08. Probationary periods may be extended for a period not to exceed one (1) additional year for further evaluation of job performance and/or as part of a disciplinary action. Extensions of

probationary periods shall be tied to a written Performance Improvement Plan that calls for written performance evaluations to be conducted every three (3) months during the probationary extension.

09. An employee/member serving in a probationary status and whose probationary period was extended shall not be eligible for a merit/step raise until successful completion of his/her probationary period.

10. Probationary periods may be extended in instances where the probationary period is interrupted by an approved leave of absence, injury, medical, or family emergency that results in extended absences from work.

11. Promotional eligibility lists shall be established by promotional examinations. Eligibility lists are normally effective for one year however the Fire Chief or his/her designee shall have the authority to cancel, extend, combine or establish additional eligibility lists at any time.

12. The District shall not be obligated or otherwise required to appoint/promote a person who is on an active eligibility list to a vacant position even if that individual is the only person remaining on the list.

13. Candidates who have not been appointed from an eligibility list prior to the expiration of said list will be required to reapply and successfully pass the next promotional examination process or chief's interview in order to reestablish their eligibility for promotion.

14. Any person qualified for promotion who passes the promotional examination shall be placed on the promotional eligibility list in accordance to the total number of points earned during the examination process.

15. The appointing officer shall make appointments from established eligibility lists utilizing the "rule of three."

A. The District shall certify to the appointing officer the names of eligibles with the three (3) highest scores on the list of eligibles for the position who are available for appointment.

B. When there are two (2) or more positions within the same rank, the number of scores certified shall be equal to the number of positions to be filled plus two scores.

C. To avoid bias, discrimination, cronyism, nepotism and favoritism, the appointing officer must give a written statement of their "legitimate" reasons for passing over a higher ranked employee, if requested by that employee in which was passed over, within 14 days of notification.

16. In the absence of an eligibility list, the Fire Chief or designated personnel officer may make a temporary appointment of one step in rank without Board approval. Time served during such a temporary appointment shall not be credited towards the probationary time requirements of the higher rank; however, on the job performance, evaluations, and recognition of accomplishments while serving in a temporary or acting capacity shall be considered should the individual apply for permanent appointment.

17. An employee temporarily appointed shall be subject to the next promotional examination.

18. Favoring the promotion of personnel from within the district to fill vacant positions, the Board may grant, upon request of the Fire Chief or his/her designated personnel officer, a waiver of the "time in service" requirements established by these policies and may permit such individual members of the district as are otherwise qualified and as are designated by the Fire Chief or his/her designated personnel officer, to make application for, be tested for, and be appointed to a vacancy in the district.

19. Time -in service shall be time worked as a full-time paid firefighter or firefighter-paramedic with the District or other recognized fire agency. The Fire Chief or his/her designee may consider equivalent time served as a District volunteer as time served for eligibility to promote. Equivalent time served shall be defined by the fire chief or his/her designee.

20. Probationary employees shall be periodically evaluated as per the District's Probationary Performance Evaluation.

21. A promoted employee who fails to improve unsatisfactory performance or who does not meet the standards of conduct for the position during his/her probationary period may be reinstated to his/her previous rank without the right of appeal or hearing. Individuals reinstated to a previous rank shall receive compensation at the same level he/she previously received while serving at that lower rank unless the reasons for reinstatement are the result of a disciplinary action which might contain other provisions.

22. With approval of the Board of Directors, the Fire Chief and/or his/her designee may temporarily modify or waive any of the policies contained herein in order to ensure operational

continuity or address unforeseen events/situations if deemed necessary to place the most qualified individual in the vacant position.

Promotions: Procedures

01. Promotions for a closed position will be based upon a combination of:
 - A. Competitive Examination
 - B. Performance Evaluations: Historical
 - C. Recommendations of Other Officers
 - D. Evaluation of the candidate's ability to meet the minimum standards for knowledge, skills and experience as outlined within the position description for the desired position
02. In order to qualify for promotional standing in any examination, a candidate must possess the minimum qualifications necessary for the position.
03. Paid personnel having a minimum of two (2) years' full-time fire service experience gained from working with a municipal, special district, state or federal fire services, are eligible for promotion to the rank of Engineer.
04. Paid personnel having a minimum of four (4) years' full-time fire service experience gained from working with a municipal, special district, state or federal fire services, are eligible for promotion to the rank of Captain.
05. Paid Personnel with six (6) years full-time fire service experience gained from working with a municipal, special district, state or federal fire services, with two (2) or more years of full-time fire service experience as a Fire Captain are eligible for promotion to the rank of Battalion Chief.
06. Should there be only one in-house candidate desirous of promotion, he/she shall be required to satisfactorily pass the assessment/promotional examination and perform satisfactorily during the probationary period. If the candidate fails either the promotional examination process or fails to perform satisfactorily during the probationary period, the Fire Chief shall have the discretion to advertise and fill the vacancy through open competition from outside the District.
07. Should a vacancy occur and there are no in-house candidates interested in competing, an

acting appointment to that rank will be made and the position will be filled from the outside.

08. The District shall have the discretion to fill future positions which might be created having special qualifications, regardless of rank, through open advertising and competition.
09. Adjustments in compensation following promotion shall be in accordance with Section 5.1.e of the MOU.

6.5 Reduction in Force

In accordance with this section, any employee may be laid off by the District in the event of the abolition of his/her position, or if a shortage of funds necessitates a reduction in the workforce. The District shall have the power to determine, after consideration of work requirements, the efficiency and conduct of individual employees, and their length of service, the order in which employees shall be laid off.

Purpose and Scope

Economic conditions and other unforeseen circumstances may require adjustments in staff levels by means of a personnel reduction in force (RIF). Before employees are separated under RIF conditions, the District will meet and confer with the Union to explore reasonable possibilities for reducing personnel costs in an effort to avoid a RIF. These possibilities include, but are not necessarily limited to, reduction in salary, reduction in benefits, alternative staffing configurations, and furlough days.

Based upon level of service priorities and need, the Board of Directors shall have the power to direct the Fire Chief to implement a RIF based upon: a reduction of the number of employees per classification (Rank); or reduction of the number of employees overall; or the elimination of a position(s); or any combination thereof.

The following are to provide procedures for reduction in the work force and recall procedures. Unless otherwise specified in this MOU, the Fire Chief shall retain the power to consider work requirements, the efficiency and conduct of individual employees, and their length of service, in

determining the order in which employees shall be laid off.

01. Any employee may be laid off by the Fire Chief in the event of the abolition of his/her position by the Board of Directors, or if a shortage of work or funds requires a reduction in force.
02. When the number of employees must be reduced, job classification, job performance and length of service may be considerations.
03. In order to insure the best potential for maintenance of levels of service, the District may occasionally retain certain employees without regard to length of service because of the employee's special knowledge, skill, training, or experience.
04. When possible, at least 30 days' notice will be given to an employee scheduled to be separated due to RIF.
05. Except as otherwise provided, whenever there is a RIF, the Fire Chief may offer affected employees an opportunity to fill vacancies through reassignment and/or demotion to a lower position for which the employee who is the latest to be laid off is qualified.
06. No permanent employee shall be laid off while employees working as extra hire, seasonal, temporary, provisional or probationary status are retained in the same classification as such permanent employee.
07. The order of layoff among employees not having permanent status shall be:
 - (1) Extra Hire/Seasonal
 - (2) Temporary
 - (3) Probationary
08. Time worked in an extra help, seasonal, provisional, temporary, grant, work program, time off granted by a Board approved leave of absence or other limited term status shall not count as service.
09. Time worked in a permanent or probationary status shall count as service.
10. Time spent on military leave shall count as service in the event the leave was taken subsequent to entry into District service.

11. Time spent as in service to the District as a volunteer or cadet shall not count as service.
12. Granting of service time shall remain discretionary functions of the Board. Any employee who so wishes may appeal through the grievance process for consideration of awarding service credit for District service affected by these policies.
13. The names of employees laid off or demoted shall be placed on a Reemployment Eligibility List (REL) as herein specified. The REL shall consist of the names of all employees laid off, demoted or reassigned as the result of any RIF. The RIF shall take precedence over all other eligibility lists in making appointments to the classification in which the employee worked.
14. The name of any person laid off shall continue on the appropriate REL for a period of two (2) years after it is placed thereon. Any former employee may apply in writing for an extension of two (2) additional years of eligibility if the application is made before expiration of the original period. Failure to reapply will result in automatic removal from the list.
15. The REL shall be used by the Fire Chief when a vacancy arises in the same or lower position before hiring from any eligibility list.
16. Persons who refuse reemployment shall be removed from the list.
17. At the time of an employee's layoff as the result of an RIF, the employee shall submit to a medical examination, unless the employee has submitted to a medical examination for the District within the last twelve (12) months. The cost of such examination shall be borne by the District.
18. An employee appointed from a REL shall submit to a medical examination. The cost of such examination shall be borne by the District.
19. If two (2) or more employees have the same seniority date, the order of seniority shall be determined first by their entry examination test scores, followed by application date and time.
20. An employee to be recalled will be notified by certified letter sent by the Fire Chief. Telephone contact may also be used by the Fire Chief as appropriate. If the employee does contact the District to make satisfactory arrangements or return to work within five (5) working days of the mailing date of the letter, the employee will be considered terminated. Exception: An employee's name may be reinstated to the recall list by the Fire Chief if there were exceptional circumstances which prevented the employee from responding.

Temporary Reduction

Work is no longer available but recall to work is expected within 12 months.

01. Layoffs shall, in general, be done by job classification according to service in that class. Except as otherwise specified, the last employee hired/promoted by the District within that class shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired; provided, however, that the employee rehired is capable, in the estimation of the Fire Chief, to perform the work required.

02. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

03. Employees on temporary reduction will retain benefit credit for benefit plan purposes and continued accrual of service credit if recalled within 12 months.

04. An employee on temporary reduction may elect to receive pay for accrued vacation entitlement at the time of reduction.

Permanent Reduction - Work is no longer available. Recall to work is not expected.

01. In general, layoffs shall be by job classification according to service in that class. Except as specified in the RIF Purpose and Scope section of the MOU, and Numbers 1-3, the last employee hired/promoted by the District within that class shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. Provided, however, that the employee rehired is capable in the estimation of the Fire Chief to perform the work required.

02. A displaced employee may take a voluntary demotion to a classification in which the employee had prior permanent status, thus displacing the employee in that classification who has the least (total) seniority.

Any employee electing to take a voluntary demotion shall be placed at the top-most salary step of the lower position. In no case shall the salary be increased above that received in the position from which the employee was demoted.

03. Employees on permanent reduction shall be considered an employee in good standing for purposes of entitlements under Separation From District Employment.

6.6 Separation from Service

An employee who leaves service with the District through resignation, retirement or death shall be entitled to certain compensations and considerations as outlined below.

Purpose and Scope

The policies outlined below are to be used to insure accurate and timely processing of employees who are being removed from the District payroll.

01. Resignation: The voluntary termination by a member/employee of his/her services from regular status with the District is a resignation. The tendering of a resignation under threat of termination or disciplinary action shall be considered a discharge and subject to the provisions of this policy covering discharge and shall be documented as a resignation tendered under disciplinary action leading to termination.

02. Any employee resigning shall give the Fire Chief written notice at least thirty (30) days but in no case less than 15 days in advance of the date of separation. Failure to give such notice will disqualify such employee for privileges available to an employee who has resigned in good standing. Written resignations shall be presented to the Board of Directors at their next regular meeting.

03. The following will be considered a resignation not in good standing and the employee will be eligible for reinstatement only if exceptional circumstances explain why the employee could not have contacted the District.

1. An absence from regularly scheduled work assignment of five or more calendar days for 40-hour employees or two shifts for 56-hour employees, without notice to the District.
2. Failure to return from leave of absence as arranged with the District.
3. Failure to return from reduction in force upon recall.
4. Failure to give the District 30 days' written notice of retirement.

04. Release: A separation in which the member/employee is not qualified or able to perform the essential functions of the job with or without accommodation and no other job is available. Members/employees who are unable to perform satisfactorily during the probationary period will be considered released.

05. Retirement: A voluntary separation which usually includes eligibility for benefits under the

District's contract with the Public Employment Retirement System.

06. Reduction in Force: see section 6.5 of this MOU.

07. Discharge: A separation in which the employee is removed from the payroll for violation of employee standards of conduct, safety regulations, unsatisfactory job performance, or any other reason deemed by the District to warrant discharge.

08. Death in the Performance of Duties or Otherwise: Death of an employee while on duty or off duty shall be considered a separation in good standing and his/her spouse shall receive entitlements as specified in employee/member separation below.

01. Notice to Employee: Except in the case of reduction in force there are no requirements for advance notice to employees upon separation. In the event of a RIF, the Fire Chief will give at least thirty (30) days advance written notice to employees to be laid off, unless a shorter period of time is authorized by the Board of Directors. In no case shall the Fire Chief give less than fourteen (14) days written advance notice to employees to be laid off during a RIF.

Employee/Member Separation: Entitlements

01. Retirement: Any employee who officially retires from five (5) or more years of service with the District shall be entitled to the following:

- A. The employee shall have the choice of a cash payment of 50% value at their current hourly rate of pay for accrued sick leave or the employee may use their accrued sick leave towards credit for sick leave conversion as outlined in section 5.14 of this MOU. 100% of the employee's accrued sick leave hours shall be applied to the employee's choice of use.
- B. Cash Payment of 100% value, at current hourly rate of pay for accrued vacation;
- C. Cash payment of 100% value at current hourly rate of pay for accrued CTO; and
- D. Final wages prorated according to actual days worked during the pay period.
- E. Extended coverage and conversion privileges of health and life insurance benefit plans in

accordance with any MOU which may be negotiated between the union and/or unrepresented employees and the Board of Directors.

This policy is not to be interpreted that union or unrepresented employees are entitled to extended coverage or conversion of health and life insurance plans, only that extended benefits may be negotiated with the Board of Directors as part of future MOUs.

02. Resignation: Any employee who officially resigns from service with the District shall be entitled to the following:

- A. Cash Payment of 100% value at current hourly rate of pay for accrued vacation time;
- B. Cash payment of 100% value at current hourly rate of pay for accrued CTO; and
- C. Final wages prorated according to actual days worked during the pay period.

03. Reduction in Force (RIF): Any employee who is separated from service as the result of a RIF shall be entitled to the following:

- A. Cash payment of 100% value at current hourly rate of pay for accrued vacation;
- B. Cash payment of 100% value at current hourly rate of pay for accrued CTO; and
- C. Final Wages, prorated according to actual days worked during the pay period.

Any employee who is separated from service as the result of a Temporary RIF may elect not to collect A and B above. Accrued vacation time, sick leave and CTO will remain on the books for a period of one year. If the employee is not recalled within one year, his/her layoff shall be considered Permanent and entitlement payments be made as specified above.

04. Discharge or Release: Any employee who is discharged or released from service with the District shall be entitled to the following:

- A. Cash payment of 100% value at current hourly rate of pay for accrued vacation;
- B. Cash payment of 100% value at current hourly rate of pay for accrued CTO; and
- C. Final wages prorated according to actual days worked during the pay period.

05. Death in the Performance of Duties or Otherwise: The spouse of any employee who dies in

the performance of duties or otherwise off duty shall be entitled to the following:

- A. Cash payment of 50% value at current hourly rate of pay for accrued sick leave;
- B. Cash payment of 100% value at current hourly rate of pay for accrued vacation time;
- C. Cash payment of 100% value at current hourly rate of pay for accrued CTO;
- D. Final wages prorated according to actual days worked during the pay period or in the event of death during the performance of duty, six (6) months continuation of salary; and
- E. Payment of District-provided life insurance benefit of \$50,000.00.

6.7 Continuity and Seniority List

The District shall retain a seniority list based upon criteria outlined below. The current seniority list of employees covered by this MOU is attached as Addendum "B" to this MOU. Seniority is based upon:

- 01. Service credit for non-contiguous paid employment as a temporary part-time or full-time, extra hire, or seasonal employees for non-continuous time served prior to employment shall not be awarded.
 - 02. No service credit shall be awarded for time served during periods of employment under work programs not funded by the District.
 - 03. No service credit shall be awarded for time served as a volunteer prior to paid employment.
 - 04. The awarding of service credit for paid employment as temporary full-time, temporary or permanent part-time, extra hire, seasonal employment served continuous prior to reclassification or hiring as permanent full-time or part-time shall be a discretionary function of the Board.
 - 05. Service credit shall not be awarded to permanent employees during periods of leaves of absence.
- 05.1. EXCEPTION: Up to twelve (12) work weeks of service credit shall be awarded to paid employees during absences allowed by the FMLA/CFRA.

06. For Full-time, probationary or permanent employees, length of continuous service with the District shall be used, in part, as the basis for consideration in promotions, demotions and layoffs. Service credit shall be awarded as one point per pay period.

07. Continuous service with the District will start with the date of appointment as a probationary/permanent full-time or part-time employee and will continue until one of the following occurs:

07.1. An employee is discharged for cause.

07.2. An employee voluntarily terminates his/her employment.

07.3. An employee is laid off.

07.4. EXCEPTION: For service credit awarded by the Board as allowed under other sections of the MOU, continuous service credit may begin with the date of appointment as temporary full-time, temporary part-time, extra hire, or seasonal employment served continuous to reclassification.

08. Continuity of an employee's service will not be broken by absence for the following reasons and his/her length of service will accrue for the period of such absence.

08.1. Absence by reason of industrial disability.

08.2. Authorized absence without pay for less than 120 days in a calendar year.

08.3. Absences governed by applicable state and/or federal laws such as military or National Guard service.

09. Continuity of an employee's service will not be broken by absence for the following reasons and his/her length of service will not accrue for the period of such absence:

09.1. Authorized individual leaves of absence authorized by this MOU which exceed 120 days.

09.2. Layoffs as per Reduction in Force.

6.8 Grievance

A grievance is any dispute involving an allegation violation, misinterpretation or misapplication of any provision of this MOU or any rule, regulation, policies and resolution adopted by the District to govern personnel practices and working conditions. The filing and processing of grievances shall be in accordance with procedures set forth in this MOU.

Purpose and Scope

The grievance procedures outlined herein are designed to provide a process for the Union/bargaining unit employees and the District to resolve disputes informally at the lowest possible level in a reasonably prompt manner.

If the grievant does not present the grievance or does not appeal a decision rendered on the grievance within the time limits specified herein, the grievance shall be considered resolved. However, any of the time limits and levels for processing a grievance may be extended or waived by mutual written consent of the parties involved.

Grievance Procedure Steps:

01. Informal Resolution - Level I: Any member/employee who believes he/she has a grievance shall present the evidence thereof orally to his/her immediate supervisor within thirty (30) calendar days after the member/employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance.

For purposes of Level I, immediate supervisor shall mean:

- A. The Captain if the grievance is initiated by an Engineer.
- B. The Fire Chief if the grievance is initiated by a Captain.
- C. The Fire Chief if the grievance is initiated by a Battalion Chief.

In lieu of a designated classification (rank) not being filled, immediate supervisor shall mean the next highest supervisorial classification (rank) that is currently filled.

The immediate supervisor shall hold discussions and attempt to resolve the matter within 15 calendar days or by the end of the supervisors or employee's next shift. It is the intent of this informal meeting that at least one personal conference be held between the Union/employee and

his/her immediate supervisor.

02. Level II, Fire Chief: If the grievance cannot be resolved at Level I, the grievant must present his/her grievance in writing on a form provided by the District to the Fire Chief within fifteen (15) calendar days after the conclusion of Level I discussions.

The written grievance shall include the following:

- A. A concise statement of the facts or circumstances giving rise to the grievance.
- B. The MOU provisions, rules, regulations policies, and resolutions alleged to have been violated, misapplied or misinterpreted
- C. The decision rendered by the immediate supervisor;
- D. The specific remedy sought.

The Fire Chief shall communicate his/her decision to the grievant within fifteen (15) calendar days after receiving the grievance. Either party may request a personal conference with the other within the time limits set. The Fire Chief's decision shall be in writing and set forth the decision and the reasons therefore and will be transmitted promptly to all involved parties. If the Fire Chief does not respond within the time limits, the grievant may appeal to the next level. 03. Level III, Board of Directors or Fact-Finding Team: In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing on a form provided by the District to the Board of Directors or to a Fact-Finding Team. This appeal shall be made within fifteen (15) calendar days following receipt of the Fire Chief's decision. The written appeal shall include:

- A. Copy of the original grievance.
- B. Copy of the written decision by the Fire Chief.
- C. A clear and concise statement of the reasons for the appeal to Level III.

If the grievant selects review by the Board of Directors, as soon as possible at a regular monthly meeting, the Board shall schedule a hearing to formally receive the written grievance and answers thereto at each level, and to hear evidence regarding the issues involved. The Board of Directors shall thereafter issue a written decision.

03. **Fact-Finding Team.** If the grievant selects review by a fact-finding team, the parties shall select the fact-finding team members within fifteen (15) calendar days after submitting the appeal. The fact-finding team shall consist of three members. The grievant shall select one member of the team and the Fire Chief shall select the second member of the team. The two team members shall select a third member. In the event the two team members are unable to select a third member, either party may request that the California State Conciliation Service provide a list of five (5) individuals from which a third member shall be chosen. The parties shall split any fees associated with the neutral third member of the fact finding team. Each member of the fact-finding team shall in turn cross off one name from the list. The final name on such list shall be the third member of the fact-finding team.

The fact-finding team shall promptly convene a hearing to receive evidence and arguments from the parties that are pertinent to the grievance. Thereafter, the fact-finding team shall issue a written decision which shall be presented to the Board of Directors for a final decision.

04. **Alternative Channels:** Occasionally, a member's/employee's complaint involves his/her supervisor. While members/employees are encouraged to discuss these issues directly with their supervisor, the District recognizes that members/employees often do not feel free to express such concerns to them. Therefore, employees are allowed to discuss complaints with the next higher level of management and avoid an awkward situation.

As an alternative, the member/employee may ask the next highest ranking supervisor, another employee, or another supervisor to be present at a complaint discussion with any level of management.

Section 7: Administrative Provisions

7.1 Meet and Confer Based on Fiscal Emergency

During the term of this MOU, the parties hereto shall have no obligation to meet and confer on any matter within scope of representation except as otherwise specified in this agreement.

However, both parties agree that in the event of a bona fide fiscal emergency, the District and Union shall meet, confer and mutually work towards a cooperative solution to solving such fiscal emergency including discussion of wages, benefits and other items covered by this MOU.

7.2 Severability of Provisions

In the event that any provisions of this MOU are declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

7.3 Past Practices

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the District is not guaranteed by this MOU. The wages, benefits and other meet-and-confer items contained within this MOU shall supersede all previous resolutions and ordinances.

7.4 Scope of Agreement

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of the MOU demand any change therein, nor shall either party be required to negotiate with respect to any matter, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

7.5 Duration of Agreement

This Agreement shall become effective at 12:01 a.m., on _____, 2017. This Agreement shall remain in full force and effect until June 30, 2022 and from year to year thereafter unless either party shall file a written notice with the other of its desire to amend, modify, or terminate this MOU at least 120 days prior to June 30, 2022, or any subsequent anniversary date. The parties may, by mutual consent, extend the term of this MOU for a specified period beyond the expiration date. This agreement supersedes all previous agreements between the District and the Union.

Section 8: Execution of Agreement

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding
on _____, 2017

EBBETTS PASS FIREFIGHTERS

EBBETTS PASS FIRE DISTRICT

LOCAL #3581

President

Board Chairman

Secretary

Board Secretary

June 13, 2017

To: Chief M. Johnson

CC: Board of Directors

From: Captain R. Hendrix

RE: The transition to July step increases

Below are suggestions on how to move all employees to the new step increase schedule, for July 1, 2017.

New Hire Probationary Employees: Upon a successful completion of their probationary period, the employee shall be advanced to their next pay scale step. The employee shall then be eligible for their next step raise on July 1st, in accordance with the MOU.

Employees on steps 1-7: all employees on steps 1-7 shall be eligible for their step increase on July 1, 2017, in accordance with the MOU.

Employees on steps 8-10:

Employees with **MORE** than 12 months at steps 8-10 prior to July 1, 2017, shall be eligible for their step increase on **July 1, 2017**, in accordance with the MOU.

Employees with **LESS** than 12 months at steps 8-10 prior to July 1, 2017, shall be eligible for their step increase on **July 1, 2018**, in accordance with the MOU.