



**GRATON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING AGENDA
3750 Gravenstein Hwy N, Sebastopol, CA 95472
June 14th, 2022 at 7:00 p.m.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Corrections and/or Modifications to the Agenda
5. **PUBLIC COMMENT:** *The Board of Directors welcomes participation in Board meetings. Matters under the jurisdiction of the Board that are not posted on the agenda may be addressed by the general public. This opportunity for comment is provided by the Ralph M. Brown Open Meeting Act. However, California Law prohibits the Board from acting on any matter which is not on the posted agenda, unless the Board determines that it is an emergency or other situation specified in Government Code Section 54950 et seq. Public comment is limited to three (3) minutes per individual.*
6. **CONSENT CALENDAR:** *Consent calendar items are considered routine and are acted upon by the Board with a single action. Members of the audience wishing to provide public input may request that the Board remove the item from the Consent Calendar. Comments may be limited to three (3) minutes.*
 - a. Draft Board Meeting Minutes, 5/10/22 and 5/16/22
 - b. Financial Reports - May 2022
 - c. Report Upon Return From Closed Session Board Meeting 5/10/22
7. Old Business
 - a. Policy & Procedures Updates – Action Item
 - b. Full time employee MOU – Action Item
 - c. Resolution-Adoption of Revised Capital Reserves Budget for the 21/22 Fiscal Year (22-06-04) – Action Item
8. New Business
 - a. Parcel Tax Rate Adjustment – Review and Approve
 - b. Draft Budget – Action Items
 - Resolution-Adoption of Proposed Budget for the 22/23 Fiscal Year (22-6-1)
 - Resolution-Adoption of Proposed Capital Reserves Budget 22/23 (22-6-2)

- Resolution-Adoption of Setting and Adopting an Appropriations Limit for 22/23 (22-6-3)
 - c. Liability Insurance Quotes – Action Item
 - d. Chief Compensation – For consideration and discussion
9. Committee Report
 10. Purchase Request: (Pagers) For consideration and approval
 11. Correspondence
 12. Fire Chief's Report
 - a. Roster, Alarms and Drills
 13. Future Agenda Items: Board members may raise issues for the next board meeting that need attention. Board members may also recommend that future agenda items be considered at a board special meeting.
 14. Closed Session
 - a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Authorized pursuant to Gov. Code section 54956.9(d)(1))
Matter: *Linda Tripoli vs Graton Fire Protection District, Sonoma County Superior Court Case No. SCV-270375*
 - b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Authorized pursuant to Gov. Code section 54956.9(d)(1))
Matter: *Sapphire Alvarez v. Graton Fire Protection District, Sonoma County Superior Court, Case No. SCV-269950*
 - c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Authorized pursuant to Gov. Code section 54956.9(d)(1))
Matter: *Sapphire Alvarez v. Graton Fire Protection District, California Department of Industrial Relations, Case Number WC-CM-870615*
 - d. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Exposure to Litigation – Authorized pursuant to Gov. Code section 54956.9(d)(2): 1 matter
 15. Return to Open Session - Report Upon Return from Closed Session
 16. Adjournment

Certification

I, Jill Melendy, Clerk to the Board for the Graton Fire Protection District, do hereby declare that the foregoing agenda for June 14th, 2022 Regular Meeting of the Board of Directors of the Graton Fire Protection District was posted on the door outside the District Headquarters by Saturday, June 11th, 2022 at 7:00 p.m. In compliance with Government Code Section 54957.5. Any non-exempt writing or documents provided to a majority of the Board of Directors regarding any item on this agenda are available during normal business hours, for public inspection at Fire District headquarters office, located at 3750 Gravenstein Hwy N, Sebastopol, CA-95472. This agenda is also available on the District website www.gratonfire.com



Jill C. Melendy, Clerk of the Board of Directors

Dated: June 11th, 2022 / Graton Fire Protection District

ADA Compliance

In compliance with Government Code 54954.2(a), the Graton Fire Department, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by the section 202 of the American Disabilities Acts of 1990 (42 U.S.C. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Board Recording Secretary, at (707) 823-8400 x107, 72 hours or more prior to the disability accommodations being needed in order to participate in the meeting.

CONSENT CALENDAR



**GRATON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING MINUTES
3750 Gravenstein Hwy N, Sebastopol, CA 95472
May 10th, 2022**

1. Call to Order: 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call: Maddocks, Cesaretti, Peterson, Fisher and Nunes. Also Present: Bullard, Schwarz (District Counsel via Zoom).
4. Corrections and/or Modifications to the Agenda: Schwarz reports that District Counsel received correspondence from public member regarding item #9 and item #12. Notes that no changes are needed unless Board so requests.
5. PUBLIC COMMENT: None
6. CONSENT CALENDAR: Public comment requests that P&L be pulled from Consent Calendar for questions regarding itemized expense items. Requested public submit inquiry in writing to address in detail. Motion by Fisher to approve Consent Calendar as presented, 2nd by Peterson, passed 5/0/0.
 - a. Draft Board Meeting Minutes, 4/12/22
 - b. Financial Reports - April 2022
7. Old Business
 - a. Policy & Procedures Updates – Committee on Lexipol additions: Nunes states revisions sent to Board Members for review. Revisions were not included in the board packet for review so approval to be scheduled for next meeting.
8. New Business
 - a. Appoint primary/alternate representative to SCFDA – For consideration and possible action: Nunes states that people are not going to meetings and they need attendance. Nunes will be primary and will make contact with other board members for an alternate at meetings.
 - b. Insurance policy cancellation: Bullard indicates that insurance carrier cancelled policy due to claims history. Will search for new carrier but anticipating difficulty and increased costs. Public comment requested documentation that her Writ of Mandate was related to insurance cancellation.

- c. Nomination/Election of Board Officer Positions: Public commented order of board nominations should go from President down. Member of public also commented one person should not always be President and positions should rotate amongst board members.

Schwarz addresses Board that there is no need to go in a particular order for nominations and it is up to Board who they nominate for positions.

President: Motion by Fisher to nominate Maddocks as President, 2nd by Nunes, passed 5/0/0.

Vice President: Motion by Cesaretti to nominate Nunes as Vice President, 2nd by Fisher, passed 5/0/0.

Treasurer: Motion by Nunes to nominate Cesaretti as Treasurer, 2nd by Fisher, passed 5/0/0.

Secretary: Motion by Fisher to nominate Peterson as Secretary, 2nd by Nunes, passed 5/0/0.

- d. Resolution - Adoption of *Revised Capital Reserves Budget (22-05-02)*: Public stated that capital reserves revenue cannot be budgeted from operating fund surplus. Fisher requested tabling the Resolution for District Counsel review. Resolution tabled.
- e. Resolution - Adoption of *Ordering an Election to be Held and Requesting Consolidation with the November 8, 2022 General District Election (22-05-01)*: Motion by Nunes for County election, 2nd by Cesaretti, passed 5/0/0.

9. Committee Report

- a. Memorandum of Understanding (MOU) between District and Full-Time Employees establishing personnel policies and pay scales for full-time employees: Schwarz explains title referred to as MOU and Personnel Terms but purpose and content is what is legally controlling. Will defer to LCW on what to call the final document once it is complete. This is a draft only and will likely have changes before next month and only a discussion item for tonight. Final approval is proposed for the next board meeting. Received public comment regarding this issue but Board is not going to be voting on tonight.

10. Purchase Request: None

- 11. Correspondence: Nunes indicates he received correspondence to pass on to Board. Specifically, that the County is no longer going to pay for REDCOM, Lexipol, or upstaffing.

12. Fire Chief's Report

Public comment by individual reiterating her Brown Act objection regarding promotions, indicating she does not understand how Board could make promotions without understanding the costs. Claims there is not a current career Fire Captain job descriptions except for one in Policy and Procedures Manual. Questioning education, years of experience, specific job requirements of existing

career staff and that it would be violating the Brown Act by acting on either of the promotions. Claims Board is not acting consistent with fire service practice, does not know job requirements used for interview process and not comparing themselves to other professional districts in the County.

Counsel report: Schwarz indicates letter was received from public requesting postponement of 6 full time career staff promotions alleging Brown Act violations. Counsel reviewed and it is their advice that District Board may proceed and take action on promoting those on roster. Agenda language gave sufficient notice of action to be taken tonight. Budget allocations were previously approved by District for funding for this exact purpose as well as the preparation of Draft MOU document. District had also established a subcommittee for this purpose. Meeting minutes from last month, included in this month's board packet, state under the Fire Chief Report that the Chief will be reviewing applications for possible May 2022 promotions. In addition, there is a schedule Closed Session tonight noted as 14d (Conference with Labor Negotiators) that identifies the same 6 individuals named for promotion status referenced in roster report. As executive officer of District, staffing considerations are within Chief's purview given Board's approval allocation for employees' determination and this process is consistent with prior Board practices to ratify rosters prepared by the Chief. For these reasons, it is our determination District has fulfilled their obligations under the Brown Act.

- a. Chief requests Board consider an addition to agenda next month for consideration of compensation for his excessive time (exceeding 40 hours last month) invested in preparing documents for current and ongoing litigation.
- b. Preparing for summer stipend program, not able to promote from within so accepting outside applicants.
- c. Alarms: 59
- d. Drills: 13
- e. Roster: Remove #15, #18 and #33, 6 roster promotions #8-13 include Firefighter promoting to Engineers and Engineers promoting to Captains. Nunes indicates that there are too many Captains with this promotion, Cesaretti questioning pay scale and why we need the step increases. Bullard indicated always has been budgeted this way when calculating the parcel tax. Motion by Fisher to promote Firefighters Spelman, Miller and Bartlett to Engineers, 2nd by Nunes. Passed 4/1/0. Captain promotions tabled.
- f. Schwarz advises that a separate meeting, such as a Special Meeting, can be held to perform any modifications to the Captain positions policy and to schedule action on possible approval of modifications and consideration of promotion of District personnel to Captain position.

13. Future Agenda Items: None

14. Closed Session: Entered: 8:15 p.m., Exited: 9:17 p.m.

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Authorized pursuant to Gov. Code section 54956.9(d)(1))

Matter: *Linda Tripoli vs Graton Fire Protection District*, Sonoma County Superior Court Case No. SCV-270375

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Authorized pursuant to Gov. Code section 54956.9(d)(1))

Matter: *Sapphire Alvarez v. Graton Fire Protection District*, Sonoma County Superior Court, Case No. SCV-269950

c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Authorized pursuant to Gov. Code section 54956.9(d)(1))

Matter: *Sapphire Alvarez v. Graton Fire Protection District*, California Department of Industrial Relations, Case Number WC-CM-870615

d. CONFERENCE WITH LABOR NEGOTIATORS

(Authorized pursuant to Government Code Section 54957.6)

Agency designated representative: Bob Maddocks and Mario Cesaretti

Employee organization: Engineer Kyler Walker and Firefighter Kyle Bartlett

Unrepresented employees: Firefighters Shane Spelman, Matt Miller and Engineers Dustin Blumenthal and Dusty Parker.

15. Return to Open Session: 9:17 p.m. Counsel indicated that Director Nunes and Director Fisher vacated Closed Session for items 14b and 14c. A written report upon Closed Session will be provided consistent with Government Code Section 54957.1

16. Adjournment: 9:17 p.m.



**GRATON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
SPECIAL BOARD MEETING MINUTES
3750 Gravenstein Hwy N, Sebastopol, CA 95472
May 16th, 2022**

1. Call to Order: 5:05 p.m.
2. Pledge of Allegiance
3. Roll Call: Maddocks, Peterson, and Fisher. Also Present: Bullard, Ross (District Counsel via Zoom).
4. Corrections and/or Modifications to the Agenda: None
5. PUBLIC COMMENT: None
6. Policy Update
 - a. Staff requested Board approval of updated Policy #1203 Attachment: District Personnel Position Descriptions and Classification Specifications. Motion by Fisher to update Policy #1203, Seconded by Peterson, Passed 3/0.
7. Full-Time/Career Promotions
 - a. Engineers to Captains: Staff requested Board promote Dustin Blumenthal, Dusty Parker, and Kyler Walker to Captain. They have all completed their initial probation, the necessary training and education for promotion, and the current approved budget includes funding for three full-time captains. Public provided comments. Motion by Fisher to promote Blumenthal, Parker, and Walker to Captain, Seconded by Peterson, Passed 3/0.
 - b. Firefighters to Engineers: Staff requested Board reaffirm 5/10/22 promotion of Kyle Bartlett, Matt Miller, and Shane Spelman to Engineer. Public provided comments. Motion by Peterson to reaffirm Bartlett, Miller, and Spelman promotion to Engineer, Seconded by Fisher, Passed 3/0.
8. Consider Issuance of Cal-Cards for officers
Staff requested credit cards be issued to new officers. All charges will be pre-approved and reviewed by the Chief monthly. Necessary for strike teams. Motion by Peterson to issue credit cards to officers, Seconded by Fisher, Passed 3/0.
9. Adjournment: 5:20 p.m.



GRATON FIRE PROTECTION DISTRICT - MAY 2022 - OVERVIEW

DEPOSITS:		
CalFire Reimbursement	\$14,140	5/9/2022
County Upstaffing	\$1,883	5/9/2022
Total:	\$16,022	
CURRENT ASSETS:		
Summit Operating Account	\$75,000	5/31/2022
Summit ICS Account	\$2,028,430	5/31/2022
Total:	\$2,103,430	5/31/2022
ACCTS. RECEIVABLES:		Billed
Wet Hire Engine	\$4,373	9/4/2021
Total:	\$4,373	

Graton Fire Protection District - Check Detail

May 1-31, 2022

Num	Name	Memo	Graton	Tree Farm
Debit	ADP	P/R Taxes	\$ 6,314.57	
Debit	ADP	Payroll Processing Fee	\$ 113.39	
Debit	ADP	Payroll D/D	\$ 30,519.44	
Debit	CalPERS	PEPRA-April	\$ 5,545.33	
Debit	CalPERS	Pepra-April	\$ 3,150.39	
4374	CalChoice	Health Benefits - June	\$ 3,632.32	
4375	Choice Builder	Dental+Vision - June	\$ 515.12	
4376	Cliff Walker Supply & Maint	Cleaning x 3	\$ 540.00	
4377	Fire.Com	Headset Ruggedizers x 7	\$ 179.69	
4378	Frog Power Equipment LLC	Chain	\$ 21.84	
4379	Green Valley Farm	Deposit #2 for 2022 Precuts		\$ 15,000.00
4380	Sebastopol Hardware Center	Misc. Hardware	\$ 86.29	
4381	Wyatt Irrigation	Landscape	\$ 18.67	
4382	Chaz Mathias	Sleeper Reimbursement	\$ 35.00	
4383	Darrell Kopriva	Sleeper Reimbursements	\$ 180.00	
4384	Ed Castenada	Shift Reimbursements	\$ 50.00	
4385	Evan Jacobs	Sleeper Reimbursements	\$ 180.00	
4386	Jenna Dunbar	Shift Reimbursements	\$ 200.00	
4387	Jonathan Preciado	Sleeper Reimbursements	\$ 420.00	
4388	Mathias Bonse	Sleeper Reimbursement	\$ 140.00	
4389	Matt Skinner	Sleeper Reimbursement	\$ 70.00	
4390	Sam Ballenger	Sleeper Reimbursement	\$ 420.00	
4391	Bay Area Air Quality Mgmt.	Annual Permit Renewal	\$ 612.00	
4392	Cal Net ATT	Phone	\$ 184.81	
4393	Curtis Tools For Heroes	Small Tools	\$ 406.88	
4394	Fire Penny	Bunker Boots x 7	\$ 3,955.00	
4395	Harmony Farms	Landscape	\$ 88.86	
4396	Kyle Bartlett	Reimbursement Mileage	\$ 29.25	
4397	Lexipol, LLC	Annual Fire Policy Manual	\$ 3,082.00	
4398	McKesson Medical - Surgical	Medical Supplies	\$ 796.87	
4399	Merrill, Arnone & Jones, LLP	Legal Expenses	\$ 300.00	
4400	Napa Auto Parts	8441 Maintenance	\$ 146.56	
4401	Peterson	8460 Repair	\$ 477.47	
4402	Precision Wireless Service	Radio & Headset Install/Repair	\$ 962.50	
4403	Santa Rosa Uniform	Uniform	\$ 567.99	
4404	Standard Insurance Company	LTD x 6	\$ 174.00	
4405	Daniel R Bull	Haz-Mat Awareness Training	\$ 200.00	
4406	Harmony Farms	Landscape	\$ 157.78	
4407	Liebert Cassidy Whitmore	General	\$ 256.00	
4408	Napa Auto Parts	8460 Lights	\$ 48.16	
4409	PG&E	Utilities	\$ 31.67	
4410	Zep Sales & Service	Cleaning Supplies	\$ 270.87	
			\$ 65,080.72	\$ 15,000.00
	TOTAL	\$ 80,080.72		

**Graton Fire Protection District
US Bank Credit Card**

May 2022

Name	Memo	Category	Amount
Ebay	Small Tools	6880 · Small Tools/Instruments	\$ 218.81
Amazon	Light Fog Fluid	7120 · In-Service Training	\$ 80.42
Lighthouse Printing	Carbonless Forms	6400 · Office Expense	\$ 65.00
Ebay	Return	6880 · Small Tools/Instruments	\$ (102.80)
Lowe's	Cabinet Light	6180 · Building Maintenance	\$ 161.67
Fast Springs	Backup Viewer	6400 · Office Expense	\$ 39.95
Pascaline Pasterie Cafe	Lunch	7300 · Transportation/Travel	\$ 75.42
Amazon	Recognition Gift	7150 · Recognition/Award	\$ 36.79
Costco	Station Supplies	6080 · Household Expense	\$ 279.76
Verizon Wireless	Cellular	6040 · Communications	\$ 165.66
Pay Pal	So Co Fire Chiefs Assoc	6280 · Memberships	\$ 35.00
HopMonk Tavern	Lunch Interviews	7120 · In-Service Training	\$ 61.52
Galls Inc.	Protective Clothing	6020 · Clothing/Personal	\$ 118.11
Supply Cache.com	Protective Clothing	6020 · Clothing/Personal	\$ 670.96
AT&T	Utilities	7320 · Utilities	\$ 64.20
Costco	Station Supplies	6080 · Household Expense	\$ 228.06
Amazon	Office Supplies	6400 · Office Expense	\$ 12.98
Pay Pal	Training	7120 · In-Service Training	\$ 99.00
BlueStar	Station Parts	6180 · Building Maintenance	\$ 44.50
Costco	Printing	6400 · Office Expense	\$ 143.15
Home Depot	Return	7120 · In-Service Training	\$ (75.84)
Amazon	Station Supplies	6400 · Office Expense	\$ 10.84
IROC Landscape Supply	Potting Soil	6190 · Landscape Services	\$ 307.42
Amazon	Station Supplies	6080 · Household Expense	\$ 32.54
Amazon	Small Tools	6880 · Small Tools/Instruments	\$ 26.01
Magnum Electronics	Communications	6040 · Communications	\$ 160.38
Home Depot	Building Maintenance	6180 · Building Maintenance	\$ 34.59
Great Basin Cache	Response Guides x 70	6880 · Small Tools/Instruments	\$ 426.14
Miller Manufacturing	Equipment Maint	6140 · Equipment Maintenance	\$ 200.00
Home Depot	Refund	7120 · In-Service Training	\$ (1,713.57)
Home Depot	Refund	7120 · In-Service Training	\$ (65.58)
Brooks Tree Farm	Trees x 200	7000 · Tree Farm Expense	\$ 205.00
King's Nursery	Landscaping	6190 · Landscape Services	\$ 58.96
		TOTAL CREDIT CARD CHARGES	\$ 2,105.05



Graton Fire Protection District Profit & Loss Budget vs. Actual July 1, 2021 through May 30, 2022

	TOTAL		
	Jul 1, '21 - May 30, 22	Budget	% of Budget
Ordinary Income/Expense			
Income			
10 · Taxes			
1000 · Property Taxes - CY Secured	879,351.35	880,000.00	99.93%
1001 · Property Tax -CY Direct Charges	825,727.40	858,000.00	96.24%
1004 · Property Taxes -CY Secured July	0.00	0.00	0.0%
1011 · Property Taxes - Admin Fee	-11,810.83	-10,000.00	118.11%
1012 · Property Tax -CY Homeowner Relf	0.00	2,000.00	0.0%
1014 · Property Taxes -CY Backfill	0.00	0.00	0.0%
1020 · Property Taxes -CY Supplemental	13,616.79	12,000.00	113.47%
1040 · Property Taxes -CY Unsecured	26,402.01	21,000.00	125.72%
1042 · Cost Reim-Coll Del CY Unsec	0.00	-500.00	0.0%
1044 · Property Taxes -CY Unsec (July)	0.00	0.00	0.0%
1050 · Property Tax - PY Direct Charge	4,148.25	0.00	100.0%
1060 · Property Taxes -PY Secured	0.00	-500.00	0.0%
1080 · Property Taxes -PY Supplemental	0.00	0.00	0.0%
1100 · Property Taxes -PY Unsecured	0.00	500.00	0.0%
1120 · - State- Other in Lieu	18.97	0.00	100.0%
1122 · Property Taxes - State Homeowne	2,482.95	3,000.00	82.77%
10 · Taxes - Other	0.00	0.00	0.0%
Total 10 · Taxes	1,739,936.89	1,765,500.00	98.55%
17 · Use of Money/Property			
1700 · Interest on Pooled Cash	60.32	150.00	40.21%
1701 · Interest Earned	0.00	400.00	0.0%
1750 · Interest from Bank	0.00	0.00	0.0%
17 · Use of Money/Property - Other	0.00	0.00	0.0%
Total 17 · Use of Money/Property	60.32	550.00	10.97%
20 · Intergovernmental Revenues			
2400 · ST - Disaster Relief	179,885.10	171,000.00	105.2%
2440 · ST - HOPTR	0.00	0.00	0.0%
2500 · ST - Grants/Other	14,139.63	20,000.00	70.7%
2550 · SAFER Grant	143,781.34	150,000.00	95.85%
2589 · State Revenue-Strike Team/Upstf	412,435.77	203,000.00	203.17%
20 · Intergovernmental Revenues - Other	0.00	0.00	0.0%
Total 20 · Intergovernmental Revenues	750,241.84	544,000.00	137.91%
40 · Miscellaneous Revenues			
4020 · Tree Farm Revenue	129,514.97	80,000.00	161.89%
4021 · Sale - Real Property	10,000.00	15,000.00	66.67%
4040 · Miscellaneous Revenue	3,199.25	4,000.00	79.98%
4050 · Training Revenue	16,150.00	0.00	100.0%
4100 · Workers' Comp Reimbursement	11,038.94	0.00	100.0%
4101 · Ins/Personal Damage Rebate	0.00	0.00	0.0%
4102 · Donations/Reimbursements	0.00	0.00	0.0%
4600 · Sale of Fixed Asset	0.00	0.00	0.0%

Graton Fire Protection District Profit & Loss Budget vs. Actual July 1, 2021 through May 30, 2022

	TOTAL		
	Jul 1, '21 - May 30, 22	Budget	% of Budget
40 · Miscellaneous Revenues - Other	0.00	0.00	0.0%
Total 40 · Miscellaneous Revenues	169,903.16	99,000.00	171.62%
Total Income	2,660,142.21	2,409,050.00	110.42%
Cost of Goods Sold			
50000 · Cost of Goods Sold	0.00	0.00	0.0%
Total COGS	0.00	0.00	0.0%
Gross Profit	2,660,142.21	2,409,050.00	110.42%
Expense			
50 · Salaries/Employee Benefits			
5910 · Payroll Expenses	516,545.99	540,000.00	95.66%
5911 · Reimbursement- Calls/Drills	31,887.00	50,000.00	63.77%
5912 · Pay-Strike Team	4,416.91	69,168.00	6.39%
5913 · Reimbursement- Boards/Comms	2,100.00	3,000.00	70.0%
5914 · Pay- Administrative Payroll	0.00	32,400.00	0.0%
5915 · Pay-Stipend	5,575.49	120,450.00	4.63%
5916 · Overtime	0.00	86,400.00	0.0%
5917 · Sleeper Reimbursement	22,280.00	29,200.00	76.3%
5918 · Independent Contractor	0.00	3,000.00	0.0%
5923 · Retirement- CalPERS	130,024.00	121,600.00	106.93%
5924 · Retirement- 457 Plan	0.00	8,000.00	0.0%
5925 · FICA (Medicare/SS)	0.00	16,495.00	0.0%
5930 · Health Insurance	51,330.96	69,295.00	74.08%
5931 · Disability Insurance	1,914.00	2,088.00	91.67%
5935 · Unemployment	0.00	0.00	0.0%
5940 · Workers Comp	102,684.22	67,210.00	152.78%
50 · Salaries/Employee Benefits - Other	0.00	0.00	0.0%
Total 50 · Salaries/Employee Benefits	868,758.57	1,218,306.00	71.31%
60 · Supplies and Services			
6020 · Clothing/Personal	34,749.49	40,000.00	86.87%
6040 · Communications	30,826.28	46,000.00	67.01%
6080 · Household Expense	3,590.45	5,000.00	71.81%
6100 · Liability Insurance	50,114.74	40,000.00	125.29%
6140 · Equipment Maintenance	17,939.28	20,000.00	89.7%
6155 · Vehicle Maintenance	28,411.82	55,000.00	51.66%
6180 · Building Maintenance	23,688.27	34,000.00	69.67%
6190 · Landscape Services	3,548.22	12,000.00	29.57%
6235 · Local Project Maintenance	0.00	0.00	0.0%
62400 · Depreciation Expense	0.00	0.00	0.0%
6261 · Medical Supplies	10,238.19	24,000.00	42.66%
6280 · Memberships	3,235.00	3,000.00	107.83%
6400 · Office Expense	12,981.05	12,000.00	108.18%
6461 · Operational Expense	0.00	0.00	0.0%
6521 · County Services	0.00	0.00	0.0%
6526 · Dispatch Services	3,918.61	0.00	100.0%

Graton Fire Protection District Profit & Loss Budget vs. Actual July 1, 2021 through May 30, 2022

	TOTAL		
	Jul 1, '21 - May 30, 22	Budget	% of Budget
6536 · Bank Fees	75.00	0.00	100.0%
6587 · LAFCO	1,660.00	1,660.00	100.0%
6598 · Environment	0.00	0.00	0.0%
6610 · Legal Services	103,493.05	120,000.00	86.24%
6630 · Audit Services	10,680.00	11,000.00	97.09%
6800 · Public/Legal Notices	331.00	500.00	66.2%
6820 · Rent/Lease Equipment	0.00	3,000.00	0.0%
6880 · Small Tools/Instruments	14,375.46	40,000.00	35.94%
6883 · Fire Equipment	0.00	0.00	0.0%
7000 · Tree Farm Expense	101,839.68	70,000.00	145.49%
7005 · Election Expense	0.00	15,000.00	0.0%
7120 · In-Service Training	34,952.11	40,000.00	87.38%
7150 · Recognition/Award	2,224.99	500.00	445.0%
7201 · Gas/Oil	15,369.61	20,000.00	76.85%
7300 · Transportation/Travel	3,477.86	5,000.00	69.56%
7303 · Private Car Expense	4,500.00	6,000.00	75.0%
7320 · Utilities	5,656.63	8,000.00	70.71%
60 · Supplies and Services - Other	0.00	0.00	0.0%
Total 60 · Supplies and Services	521,876.79	631,660.00	82.62%
66000 · Payroll Expenses	0.00	0.00	0.0%
75 · Other Charges			
7910 · Long-Term Debt - Principal	1,168,022.49	141,000.00	828.39%
7930 · Long-Term Debt - Interest	34,791.48	72,000.00	48.32%
7935 · Apparatus Debt - Principal	0.00	100,000.00	0.0%
8010 · Contribution Non-Co Govt	0.00	0.00	0.0%
75 · Other Charges - Other	0.00	0.00	0.0%
Total 75 · Other Charges	1,202,813.97	313,000.00	384.29%
86 · Other Financing Uses			
8620 · Unclaimed OT - Within A Fund	0.00	0.00	0.0%
Total 86 · Other Financing Uses	0.00	0.00	0.0%
999 · Undistributed	-51,212.56	0.00	100.0%
Total Expense	2,542,236.77	2,162,966.00	117.54%
Net Ordinary Income	117,905.44	246,084.00	47.91%
Other Income/Expense			
Other Expense			
85 · Capital Assets			
8510 · Buildings/Improvements	0.00	0.00	0.0%
8526 · Project Planning	0.00	0.00	0.0%
8560 · New Equipment	869,680.55	40,000.00	2,174.2%
85 · Capital Assets - Other	0.00	0.00	0.0%
Total 85 · Capital Assets	869,680.55	40,000.00	2,174.2%
Total Other Expense	869,680.55	40,000.00	2,174.2%
Net Other Income	-869,680.55	-40,000.00	2,174.2%
Net Income	-751,775.11	206,084.00	-364.79%

Graton Fire Protection District

Through May 2022

Specific and General Legal Costs, Cumulative

Subject	Specific and General Legal Costs, Cumulative					
	Tripoli Lawsuit	Sabrowsky, Alvarez, Nunes Complaint	Alvarez Lawsuit	Personnel (Alvarez, Tripoli, Misc.)	Other (general, retainer)	
Last month						
Liebert, Cassidy, Whitmore					\$ 256	
William Ross						
Merrill, Arnone, Jones		\$ 300				
Year-to-date						
Liebert, Cassidy, Whitmore	\$ 41,859	\$ 43,606	\$ 10,437		\$ 40,457	
William Ross	\$ 4,161		\$ 1,705	\$ 24,557	\$ 19,312	
Merrill, Arnone, Jones	\$ 4,830	\$ 19,561			\$ 4,170	
Total	\$ 50,850	\$ 43,606	\$ 31,702	\$ 24,557	\$ 63,939	\$ 214,653

OLD BUSINESS



**THE
GRATON FIRE PROTECTION DISTRICT
AND THE
FULL-TIME EMPLOYEES
2022-2025 MEMORANDUM OF UNDERSTANDING**

Policy 1245: Full-Time Firefighters MOU

This Memorandum of Understanding (MOU) is made and entered into as of its date of signing, by and between the Graton Fire Protection District, (hereinafter called "District"), and the Graton Fire Protection District Full-time Employees (hereinafter called "Employees").

Any changes or proposed changes to this policy; by Employees or the District shall be made with prior notification to all members of both parties. A period of one month shall be given for the non-proposing party to acknowledge and respond to the changes or proposed changes to allow for transparency and opportunity to negotiate. All changes to this policy will require approval of both District and Employees to be finalized.

OBJECTIVES

1. The purpose of this MOU is to promote an orderly and equitable policy for labor-management relations.
2. It is also the purpose of this agreement to achieve and maintain harmonious relations between the District and the Employees; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment.
3. Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of the Graton Fire Protection District.

DEFINITIONS

1. "Memorandum of Understanding" (MOU) shall mean the items covered in this document also known as the GRATON FIRE PROTECTION DISTRICT MEMORANDUM OF UNDERSTANDING (MOU) WITH THE FULL-TIME EMPLOYEES.
2. "District" shall mean the "Graton Fire Protection District".
3. "Board" shall mean the "Board of Directors" of the District.
4. "Employees" shall mean all full-time paid District Employees hired or appointed pursuant to this MOU, who work regular shifts and are paid hourly as provided by this MOU. "Employees" do not include Volunteer Firefighters, or the Fire Chief.
5. "Volunteer Firefighters" shall mean all persons acting as volunteer firefighters of the District who have been approved as volunteer firefighters by the Board pursuant to the appropriate standards adopted by the District.
6. "Base Rate of Pay" shall mean the annual wage as provided for an Employee under the terms of this MOU and in accordance with their pay classification.
7. "Hourly Rate of Base Pay" shall mean that rate of pay computed by dividing the Employees annual pay by 2,920 hours.
8. "Emergency Response" shall mean all incidents which off duty Employees or volunteers are alerted, by radio pager, for the purposes of responding to an incident or covering the station.
9. "Hour" shall mean a period of sixty (60) minutes.
10. "Anniversary Date" shall mean the first day of the month during which an Employee is employed, or, if promoted, first day of the month an employee was promoted.
11. "Mandatory Callback/Holdover" shall mean the process of keeping a full-time Employee on duty or requiring them to return to duty to fill a vacancy that cannot be filled by any other means.
12. "Chief" shall mean the Fire Chief of the District.

13. "Shift Officer" shall mean the officer in charge of the on-duty shift.
14. "Shift" shall mean that 24-hour period of time that an Employee is assigned to work.
15. "Representative Employees" of the District shall mean the Employees that are signatories to this MOU.

EMPLOYEES

1. The standards and qualifications for future Employees and the procedures for their hiring shall be established by the Board through its Policies & Procedures, Standard Operating Guides (SOG's) and Job Descriptions.

1245.1 CLASSIFICATIONS

The following classifications are established for full-time employees of the District, as detailed in the job descriptions previously approved by the Board:

1. Firefighter
2. Engineer
3. Captain

1245.2 PROBATIONARY PERIOD

The initial probationary period for any new employee will be 18 months. An Employee who is promoted to a new classification will enter a 12-month probationary period. The Chief has the discretion to extend an employee's initial or promotional probationary period for good cause (e.g., missing more than 15% of probation period).

1245.3 WAGES AND SALARY SCHEDULE

1. Employees shall be paid on the 15th of each month. The pay period will include the prior calendar month (i.e., June 1-30 is paid on July 15th).
2. All employees will be provided direct deposit of their regular and overtime paychecks unless they request differently.
3. Each classification will be divided into pay steps as designated below:
 - a. Firefighter - 3 steps (Step 1: Probationary/Step 2: Permanent/Step 3: Top Step)
 - b. Engineer - 3 steps (Step 1: Probationary/Step 2: Permanent/Step 3: Top Step)
 - c. Captain - 3 steps (Step 1: Probationary/Step 2: Permanent/Step 3: Top Step)

Annual Compensation

Position Step	July 2022-June 2023	July 2023-June 2024	July 2024-June 2025
Firefighter			
Step 1: <i>Probationary</i>	\$59,646.55	\$62,032.41	\$64,513.71
Step 2: <i>Permanent</i>	\$65,152.68	\$67,758.78	\$70,469.14
Step 3: <i>Top</i>	\$68,410.32	\$71,146.73	\$73,992.60
Engineer			
Step 1: <i>Probationary</i>	\$71,847.06	\$74,720.94	\$77,709.78
Step 2: <i>Permanent</i>	\$75,439.43	\$78,457.01	\$81,595.29
Step 3: <i>Top</i>	\$79,211.39	\$82,379.85	\$85,675.04
Captain			
Step 1: <i>Probationary</i>	\$80,749.48	\$83,979.46	\$87,338.64
Step 2: <i>Permanent</i>	\$87,328.74	\$90,821.89	\$94,454.77
Step 3: <i>Top</i>	\$91,695.17	\$95,362.98	\$99,177.50

4. A five percent (5%) minimum separation shall be maintained in the Rate of Pay between each position step and the next.
5. Prior to the completion of the probationary period, the Chief shall evaluate the performance of that Employee and shall take one of the following actions:
 - a. Terminate the Employee's employment.
 - b. Return the Employee to the classification and step from which the Employee was previously promoted.
 - c. Promote the Employee to the next regular step within the classification.
6. After the Probationary Step, the Employee will advance to the next regular step within the classification on an annual basis, effective the anniversary date after the Employee passes the probationary period in that classification.

1245.4 HOURS AND OVERTIME

1. The work cycle of the Employees shall consist of two (2) consecutive 24-hour on-duty shifts followed by four (4) consecutive 24-hour off duty days within a six (6) day cycle.
 - a. This schedule is referred to as "48-96" or "2 by 4."
2. Each work cycle begins at 0800 on day one and ends at 0800 on day three.
3. The District will apply the extended work period of 24 days of Section 207(k) exemption under the Fair Labor Standards Act (FLSA).

For purposes of illustration only, the shift schedule pattern for employees working a fifty-six (56) hour work week consists of eight (8) twenty-four (24) hour on-duty periods within a twenty-four (24) day cycle which is worked in accordance with the following chart:

X = 24-hour on-duty period O = 24-hour off-duty period

SCHEDULE: XXOOOOXXOOOOXXOOOOXXOOOO

4. Full-Time Firefighters, Engineers, and Captains assigned to 24-hour shift duty shall receive overtime pay at time-and-one-half computed at their regular rate of pay for those hours worked in excess of regularly scheduled shifts.
5. All overtime shall be authorized in writing by the Fire Chief prior to being compensated.
6. All overtime shall be paid to the nearest quarter hour worked where no minimum is authorized.
7. Instead of receiving the cash value for overtime earned, Employees, at their election, may apply overtime hours worked to Compensatory Time Off (CTO) at one and one-half hours per hour of overtime worked.
 - a. An Employee shall state on their timecard that CTO is requested in place of overtime.
 - b. Employees may accumulate up to 80 hours of CTO.
 - c. Employees who have accumulated the maximum amount of CTO will be paid cash overtime until their CTO balance falls below 80 hours.
 - d. Accrued and unused CTO will be cashed out at separation pursuant to the Fair Labor Standards Act.

1245.5 LONGEVITY

The District agrees to pay Longevity Pay to safety Employees who have been employed on a full-time regular basis and for consecutive years of employment as follows:

1. On the anniversary date of the 14th year of continuous full-time employment, employees will receive 2.5% additional pay per month of base pay.
2. On the anniversary date of the 19th year of continuous full-time employment, employees will receive 2.5% additional pay per month of base pay (for a total of 5%).
3. On the anniversary date of the 24th year of continuous full-time employment, employees will receive 2.5% additional pay per month of base pay (for a total of 7.5%).

1245.6 INSURANCE

1. Full-time Employees of the District and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group medical plan provided by the District.
2. Each Employee can choose between two plans for health insurance.

3. Each Employee will pay 15% of the monthly premium health plan rates, and the District will pay 85% of the monthly premium per Employee.
4. Each Employee will pay 10% of the monthly premium dental plan rates, and the District will pay 90% of the monthly premium per Employee.
5. The District will make available to its Employees and their dependents, Vision Insurance coverage, and pay 100% of the premium per month.

1245.7 TRAINING

1. An Employee training budget for the fiscal year will be set between the Training Officer and the Fire Chief.
 - a. All classes must be approved in advance by the Training Officer or Fire Chief, including those that require coverage for Employees who are scheduled to be on-duty during the course.
2. The District will reimburse for tuition, books, and other required class materials for all approved classes.
 - a. All books and class materials remain the property of the District.
 - b. Proof of completion and certificates must be submitted to the Training Officer after the class.
 - i. If the District pays for the class, employees not completing a training class will be responsible for reimbursing the District for all related expenses.
 - ii. Any appeals must be made to the Board of Directors.
3. Per-diem may be provided on the following basis:
 - a. Meals per-diem and mileage reimbursement (if no District vehicle is used) will be provided for all approved classes held outside of the District per IRS guidelines.
 - b. If lodging reimbursement is requested, it must be approved in advance by the Training Officer or Fire Chief and will be paid following IRS guidelines.
4. Employees will not be paid for off-duty class attendance unless with prior written approval by the Fire Chief.
 - a. If approved, the Employee will be paid for the class hours and travel time to and from the class.
5. Employees will use a District vehicle for training classes.
 - a. If a District vehicle is not available, private vehicles may be used.
 - b. If private vehicles are used, mileage will be reimbursed at the current IRS rate.
 - c. Private vehicles used for travel must have the proper insurance coverage as required by state law.

1245.8 UNIFORMS

1. The District will provide the following Duty Uniforms annually, at no cost to the Employee, as needed:
 - a. 6 - T-shirts
 - b. 2 - Pairs of uniform pants
2. The District will provide the following Duty Uniforms, at no cost to the Employee, on an "as needed" basis:
 - a. Boots (duty or wildland); up to \$500 every two (2) years
 - b. ANSI-rated rain jacket
 - c. Quarter-zip duty sweatshirt
 - d. Baseball hat
 - e. Uniform shirt
 - f. Belt
3. The District will provide, at no cost to the Employee, all required uniform insignia.
4. The District will replace uniforms damaged as a result of District activities.
5. Uniforms or equipment lost or damaged during non-District activities will be replaced at the expense of the Employee.
6. The Fire Chief has the authority to provide additional uniform items as outlined in the District's budget.

The District shall provide safety equipment as required by Cal/OSHA regulations at no cost to the Employees.

Additions and changes to District uniforms and safety equipment shall be approved by the Chief or his/her designee.

1245.9 ACCRUED LEAVE

1. SICK LEAVE - ACCRUAL
 - a. Each employee shall accrue sick leave at the rate of 12 hours per month; Beginning after one (1) year of continuous service with this District.
 - i. Upon hire, employees will be awarded 72 hours of sick leave for their first year of employment. Employees will accrue no additional hours in their first year of employment.
 - b. Each employee shall be entitled to accrue their sick leave up to a maximum of one thousand and forty hours (1,440).
2. SICK LEAVE - USE
 - a. Sick leave may be taken for personal illness and for purposes required by California law.
 - i. Reasonable medical evidence of employee's illness may be required for any use of sick leave for periods of less than three (3) consecutive shifts.

- ii. Reasonable medical evidence of illness shall be required for use of sick leave for a period in excess of three (3) consecutive shifts.
 - b. Employees shall, if reasonably possible, notify the on-duty shift officer at least one (1) hour before shift change of the need for sick leave use.
 - c. Full-Time Captains will only be used to fill Full-Time Engineer sick leave vacancies after an attempt has been made to fill the vacancy with all other Full-Time Engineers and then Full-Time Firefighters/ Driver Operators, in that order. Engineers will only be used to fill Firefighter sick leave vacancies after an attempt has been made to fill the vacancy with all other Full-Time Firefighters. Full-Time Captains will only be used to fill Full-Time Firefighter sick leave vacancies after an attempt has been made to fill the vacancy with Full-Time Firefighters and Full-Time Engineers. In the event of a Full-Time Captain sick leave vacancy, Full-Time Engineers will only be used to fill the vacancy after an attempt has been made to fill the vacancy with all other Full-Time Captains.
 - i. After all attempts listed have been exhausted, vacancy fulfillment will be offered to the Volunteer members in the same rank order as listed above.
 - ii. If the position cannot be filled using the above process, the mandatory callback or hold over of a full-time Employee in order to maintain Minimum Staffing will be used.
 - d. Requests for sick leave that cumulatively are in excess of ten (10) shift days in any twelve (12) month period shall be referred to the District for review and recommendation.
 - i. The District may require such Employee to submit further medical evidence of illness including a medical examination by a physician designated by the Board.
 - ii. Costs of medical examinations will be paid for by the District.
 - e. The District may grant extended sick leave without pay in excess of the amount that has accrued.
 - i. Such extension shall be reviewed every thirty (30) days thereafter by the Chief.
 - ii. Extended leave is also granted under the Family Medical Leave Act, the District will comply and follow state and federal laws and guidelines to administer extended leave.
 - f. Accrued sick leave will be used on an hour for hour basis.
3. BEREAVEMENT LEAVE
- a. Paid Bereavement Leave, for up to one (1) calendar week, regardless of shift schedule, shall be granted in case of the death of a mother, father, spouse, sister, brother, son, daughter or grandparent of an Employee or Employee's spouse.
 - i. It is understood that some families are "extended," and bereavement leave may be granted for "step" family members, i.e., stepson, stepsister, mother/father etc. with permission of the Chief.
4. VACATION LEAVE - ACCRUAL
- a. Each Employee will accrue vacation based on the following length of continuous full-time employment schedule:
 - i. Less than one (1) year - Six (6) hours per month.
 - ii. One (1) year, but less than five (5) years - Twelve (12) hours per month.
 - iii. Five (5) years but less than ten (10) years - Eighteen (18) hours per month.
 - iv. Ten (10) years but less than fifteen (15) years - Twenty-one (21) hours per month.
 - v. Fifteen (15) years but less than twenty (20) years - Twenty-four (24) hours per month.

- vi. Twenty (20) years or more of service - Thirty (30) hours per month.
 - vii. Twenty-five (25) years or more service – Employee may buy down accrued vacation hours from 30 to 22 hours per month. The 8 hours will be applied to the employee’s salary base.
- b. When Employee’s accumulated vacation reaches 240 hours, the Employee will cease to accrue vacation hours until accrued vacation hours drop below 240 hours.
 - i. Once the Employee’s accrued vacation hours drop below 240 hours, they will begin accruing vacation hours on the first day of the following month.
5. VACATION LEAVE - USE
- a. All Employees shall submit in writing a request for taking vacation time to the Chief.
 - i. Vacation requests will be honored providing:
 - 1. There is no impairment to the efficiency or operations of the District.
 - 2. The Employee has the accrued vacation hours available.
 - 3. The vacation does not cause the mandatory use of an off duty full-time Employee to cover the vacancy.
 - 4. There is a qualified member available to fill the request.
 - ii. Full-Time Captains will only be used to fill Full-Time Engineer vacation requests after an attempt has been made to fill the vacancy with all other Full-Time Engineers and Full-Time Firefighter/ Driver Operators. Full-Time Engineers will only be used to fill Full-Time Firefighter vacation requests after an attempt has been made to fill the vacancy with all other Full-Time Firefighters. Full-Time Captains will only be used to fill Full-Time Firefighter vacation requests after an attempt has been made to fill the vacancy with all Full-time Engineers and Firefighters. Full-Time Engineers will only be used to fill Full-Time Captain vacation requests after an attempt has been made to fill the vacancy with all other Full-Time Captains.
 - b. Accrued vacation hours will be used on an hour for hour basis.
 - c. Upon submitting an irrevocable election form the prior year consistent with IRS constructive receipt rules, once per fiscal year, any Employee with twenty (20) or more years of Full-Time service with the District is eligible to cash in up to ninety-six (96) hours of accrued vacation time.
6. COMPENSATORY TIME OFF (CTO) LEAVE - USE
- a. All Employees shall submit in writing a request for taking CTO time to the Chief.
 - i. CTO requests will be honored providing:
 - 1. The employee provides reasonable advanced notice, defined as at least five calendar days in advance.
 - 2. There is no impairment to the efficiency or operations of the District.
 - 2. The Employee has the accrued CTO hours available.
 - 3. The CTO does not cause the mandatory use of an off duty Full-Time Employee to cover the vacancy.
 - 4. There is a qualified member available to fill the request.
 - ii. Full-Time Captains will only be used to fill Full-Time Engineer CTO requests after an attempt has been made to fill the vacancy with all other Full-Time Engineers and Qualified Volunteer Driver/Operators.

- b. Accrued CTO hours will be used on an hour for hour basis.
 - c. Employees may accumulate up to 80 hours of CTO.
7. SHIFT TRADES
- a. The trading of work schedules is done voluntarily and not at the request of the District.
 - i. The reason for trading time is not for any benefit of the District, but rather for personal reasons such as the Employee's desire to attend to personal matters or outside District training.
 - ii. The Employee taking the time off will be paid at his/her normal hourly rate.
 - iii. The Employee working the trade will be qualified in the position of the Employee taking the time off and will be repaid, by the other Employee, at a later date.
 - b. A Full-Time Employee may not trade with Volunteers, regardless of qualifications.
8. LEAVE RECORDS
- a. At the beginning of each month the District will calculate the Employee's leave accrual and usage for the preceding month.
 - i. The record will indicate the remaining balance of any accrued sick leave, vacation, and CTO.
9. OTHER LEAVE
- a. All other absences, except as provided by this MOU or District SOG, shall be deemed to be "leave without pay."
 - i. Loss of pay shall be computed on the daily rate of pay applicable for the day such employee is absent.
 - b. Except as otherwise provided by MOU, any Employee who is absent without prior approval of the Chief for a period of two (2) successive shifts, (excluding any approved leave), shall be deemed to have resigned.
 - i. Re-instatement due to extenuating circumstances may be considered by the Chief. If not reinstated, the Employee can appeal to the Board.
 - c. All other planned leaves, such as a "temporary leave of absence" shall be applied for in writing to the Chief for approval.

1245.10 HOLIDAYS

When an Employee works on a holiday, the day will be paid at the overtime rate. The following are designated District-paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Fourth of July

6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

1245.11 RETIREMENT

Employees are eligible for a 2.7% @ 57 California Public Employee Retirement Plan (PEPRA). Employees are required to contribute towards their retirement contributions as defined by PEPRA.

1245.12 SPECIAL BENEFITS

1. The District will offer a 457 Deferred Compensation Plan as a supplemental income plan for its Employees.
 - a. Contributions to the plan will be made solely through the Employee's pre-tax contributions.
 - b. The District will not make any contribution to an Employee's 457 Plan, unless an employee was previously eligible for "classic" CalPERS (i.e., 3% @ 55) at another agency, the District shall offer that employee up to 3% matching funds paid by the District.
2. With District approval, the Chief may appoint a coordinator for certain fire department activities that require oversight and management outside of the normal work period (e.g., vehicle maintenance). The coordinator will receive a monthly stipend commensurate with the average expected workload for the satisfactory management of the specific activity.

1245.13 STAFFING

1. The minimum staffing, per shift, will be two (2) qualified members, both of which must have a Commercial Class A, or Commercial Class B, or Class C California Driver's License with Firefighter Endorsement including tank and air brake endorsements. Any deviations from the minimum staffing must be approved by the Chief or designee.
2. One of the members must be a Full-Time Employee (Captain or Acting Captain) and the other must be a Full-Time Engineer or Full-Time Firefighter Driver/Operator. If the latter is not available, a Qualified Volunteer Driver/Operator or Firefighter may be used.
 - a. Failure to meet this requirement will result in the mandatory callback or hold over of a Full-Time Employee.
 - b. Exceptions can be made by the Chief or designee (e.g., newly hired Full-Time Engineer in the process of completing driver training).

1245.14 SEPARATION PAY

1. Upon separation from service with the District, each Employee shall be entitled to payout of all accrued vacation and CTO leaves, if any.
2. Separation pay rates shall be based on the Employee's hourly rate as of the last day of employment.
3. In the event of a death, Employee's pay shall be made to his/her estate or as otherwise provided by law.

1245.15 EMPLOYEE DISCIPLINE, INCLUDING CAUSE FOR SUSPENSION OR DISMISSAL

1. CAUSE FOR DISCIPLINE
 - a. Sleeping through any phone call while on duty requiring the answering of the phone.
 - b. Gross disregard of, or failure to comply with, the District Policies and Procedures, SOGs, and this MOU.
 - c. Insubordination, when with respect to reasonable requests to accomplish official District duties.
 - d. Failure to report to assigned duty.
 - e. Departing assigned duty without qualified replacement.
 - f. Multiple suspensions, which are not overturned by the Board of Directors.
 - g. Unauthorized absence.
 - h. Conviction of a felony or of any criminal act involving moral turpitude.
 - i. Conduct which brings discredit to the District.
 - j. Disorderly conduct.
 - k. Incapacity, due to mental or physical disability to the extent permitted by law.
 - l. Willful concealment or misrepresentation of material facts in applying for or securing employment.
 - m. Incompetence or inefficiency.
 - n. Willful disregard of a lawful order from a duly constituted authority.
 - o. Willful disregard of a District policy and/or laws regarding the confidentiality of records.
 - p. Using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on District property, in vehicles during working hours, or reporting to work under such conditions; or abuse of alcohol or drugs while in District uniform.
 - i. Possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section.
 - ii. The Chief or delegate's judgment shall be deemed final in determination of "under the influence."
 - q. Neglect of duty.
 - r. Negligence or willful damage to public property or waste or theft of public supplies or equipment.
 - s. Failure to meet reasonable work performance standards and requirements or loss of credentials required for position held (e.g., CPR, EMT, driver's license).
 - t. Refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority.
 - u. Hostile and discourteous treatment of the public or other District members.

- v. Falsification of any records, such as medical forms, timecards, or employment applications, making material dishonest work-related statements to other Employees at work, or committing perjury.
- w. Unauthorized use of District vehicles and equipment.
- x. Conviction of driving under the influence, reckless driving, or hit-and-run driving, whether on or off the job, in a District vehicle.
- y. Willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to Fire District property.
- z. Sexual harassment of, or willful discrimination against, another Employee or applicant for employment.

z-aa. Excessive use of leave.

2. PROCEDURE FOR SUSPENSION OR DISMISSAL

- a. Investigations and disciplinary actions including suspensions and dismissals will be conducted in accordance with state and federal law including but not limited to the California Firefighters Procedural Bill of Rights.
 - i. The Chief may suspend, dismiss, or otherwise discipline Employees.
 - ii. All discipline may be appealed to the Board of Directors.

1245.16 RULES AND REGULATIONS

- 1. It is agreed between the parties to this MOU that all Employees shall comply with all current District Policies and Procedures, SOGs, and this MOU.
 - a. A copy of all current District Policies and Procedures, SOGs, and this MOU are available online for each employee to read.
 - b. It is the responsibility of all Employees of the District to be familiar with and abide by the contents of all current District Policies and Procedures, SOGs, and this MOU.
- 2. Any changes to District administration and personnel management as they relate to wages, hours and working conditions, and this MOU are subject to the Meet and Confer process between the Full-time Employees and the District.

1245.17 SAVINGS CLAUSE

- 1. If any provision of this MOU or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this MOU shall remain in full force and effect.

1245.18 MANAGEMENT AND EMPLOYEE RIGHTS

- 1. MANAGEMENT RIGHTS
 - a. The District on its own behalf and on behalf of the taxpayers of the Fire District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and

responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, and the United States, including but without limiting the generality of the foregoing, the right:

- i. To exercise executive management and administrative control of the District and its properties and facilities, and the duties of the Employees during the workday.
 - ii. To hire all Employees and subject to the provision of the law to determine their qualifications and conditions for their continued employment or their dismissal and/or to assign and transfer all such Employees.
 - iii. To exercise the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, procedures, and SOGs in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of California, the Constitution and Laws of the United States, and case law interpreting these authorities.
2. EMPLOYEE RIGHTS
- a. The Employees covered by this MOU shall have the right to meet with Management regarding changes of the District's amendments, additions, and interpretation of this MOU.

1245.19 DISPUTE RESOLUTION; BINDING ARBITRATION

In the event of a dispute involving the application or interpretation of this MOU, other than discipline, the covered employees and the District will attempt to resolve the matter as follows:

1. Employees and District will first make efforts to resolve the matter informally by meeting and conferring with designated representatives within 10 days of giving formal, written notice of the dispute.
2. If the parties are unable to informally reach a mutually satisfactory resolution, the parties shall engage in mediation to attempt to resolve the matter. The parties may agree upon a mediator or utilize the services of a mediator assigned through the State Mediation and Conciliation Service (SMCS). The parties shall conduct such mediation within 45 days after meeting and conferring, subject to mediator availability. The parties shall share equally the mediator's fees.
3. In the event mediation is unsuccessful in resolving the matter, either the covered employees or the District may require that the dispute be referred to an impartial arbitrator for binding arbitration. Notice of such election must be made within fifteen (15) calendar days of completion of mediation. The parties may select an arbitrator by mutual agreement or by requesting a list of seven (7) arbitrators from SMCS. If a list from SMCS is utilized, the parties shall determine by lot which party is to strike the first name from the list and alternate striking names until one name remains. The fees and expenses of the arbitrator (and of a Court Reporter if mutually agreed upon) shall be shared equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of the arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws. The parties agree that the use of binding arbitration is in lieu of litigation in court and mutually agreed upon in order to achieve final determination of a dispute more quickly and with less expense than through litigation.

No arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a position in a unit represented. Neither any Mediator nor any arbitrator shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

The parties may extend any of the time limits referenced in this section 1245.20 upon mutual, written agreement. Failure of the employees subject to this MOU to act within the specified time limits, unless extended and mutually agreed upon in writing, shall dismiss and nullify the dispute or claim. Failure of the District to observe such time limits, unless extended, shall cause the matter to be moved to the next level of dispute resolution procedure.

1245.20 NON-STRIKE AGREEMENT

In consideration of the conditions of this MOU, the Employees of the District agree that they will not engage in any strikes, slowdowns, work stoppages or interfere with the operation of the District. Any such action in violation of this section shall be subject to discipline up to and including termination.

1245.21 MAJOR CHANGES TO MOU

Effective July 1st, 2022.

1. 1245.3 Wages and Salary Schedule: Steps 1 and 2 of Engineer moved to create Steps 2 and 3 in Firefighter rank.
2. 1245.3 Wages and Salary Schedule: A 4% raise added to Annual Compensation schedule for fiscal years 2023 and 2024, respectively.
3. 1245.8 Uniforms: increase boot allowance to \$500 and add quarter-zip duty sweatshirt.
4. 1245.9 Accrued Leave: sick leave maximum hours increased to 1,440 hours with new accrual schedule. Staffing requirements for sick leave vacancies added.
5. 1245.9 Accrual Leave: vacation accrual schedule adjusted and staffing requirements for vacancies added.
6. 1245.9 Accrual Leave: CTO usage adjusted to hour-for-hour basis.
7. 1245.13 Staffing: minimum staffing requirements refined.
8. 1245.19 Dispute Resolution: Binding Arbitration: section added to MOU.
9. 1245.20 Non-Strike Agreement: section added to MOU.

DURATION OF AGREEMENT

This agreement shall be effective on the date of its signing set forth below and shall be active on July 1st, 2022, and in full force and effect for (3) years from that date or the date a new MOU is executed.

In the event either party desires to modify this agreement, either party shall notice the other in writing (120) days prior to the anniversary date. In the event that such notices are given, negotiations shall begin no later than (90) days prior to the anniversary date.

We, the undersigned, enter into this Memorandum of Understanding on this 14th day of June 2022.

_____ *Representative, Director*

_____ *Representative, Director*

_____ *Representative, Employee*

_____ *Representative, Employee*

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
 GRATON FIRE PROTECTION DISTRICT
 OF SONOMA COUNTY, STATE OF CALIFORNIA,
 ADOPTING A REVISED CAPITAL RESERVES BUDGET FOR THE 2021/2022 FISCAL YEAR

WHEREAS, the Board opened the Public Hearing and on this 14th day of June 2022, continued said Public Hearing for consideration of the proposed revised capital reserves budget for fiscal year 2021/2022.

NOW, THEREFORE, BE IT RESOLVED that the Board has approved the revised expenditure capital reserves budget on this date as follows:

Capital Purchases/Improvements	\$869,681
Long Term Debt – Principal paydown	<u>\$1,163,968</u>
TOTAL ANTICIPATED EXPENDITURES FOR 2021/2022:	\$2,033,649

BE IT FURTHER RESOLVED the Board approved the revised revenue capital reserves budget on this date as follows:

Unclaimed Operating Fund Revenue Within a Fund	<u>\$196,083</u>
TOTAL ANTICIPATED REVENUE FOR 2021/2022:	\$196,083

The foregoing resolution was introduced this 14th day of June 2022 by Director _____ who moved its adoption, and seconded by Director _____, and adopted on a roll call vote by the following vote:

Director Cesaretti _____ Director Maddocks _____ Director Nunes _____
 Director Fisher _____ Director Peterson _____

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED.

 CHAIR

Attest: _____
 Clerk of the Board

NEW BUSINESS



May 2022

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent
 Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

**Graton Fire Protection District
Budget 2022/23**

REVENUE DESCRIPTION		2023	% of Rev
		BUDGET	
1000	Prop Taxes - CY Secured	932,800	44%
1001	Parcel Taxes - CY Direct Charges	858,000	40%
1011	Prop Taxes - Admin Fee	(10,000)	0%
1012	Prop Tax Homeowners Relf - CY	2,000	0%
1014	Prop Taxes Backfill - CY		0%
1020	Prop Taxes - CY Supp	12,000	1%
1040	Prop Taxes - CY Unsecured	27,000	1%
1042	Cost Reim - CY Coll Del Uns	(500)	0%
1050	Parcel Taxes - PY Direct Charges	0	0%
1060	Prop Taxes - PY Secured	(500)	0%
1080	Prop Taxes - PY Supp	0	0%
1100	Prop Taxes - PY Unsecured	500	0%
1120	State-Other in Lieu		0%
1122	Property Taxes-State Homeowner	3,000	0%
	Taxes	1,824,300	85%
1700	Interest on Pooled Cash	150	0%
1701	Interest Earned	400	0%
	Interest	550	0%
2400	ST - Disaster Relief (FMAG)	0	0%
2440	ST - HOPTR	0	0%
2500	ST - Other (Grants)	20,000	1%
2550	SAFER Grant	0	0%
2589	Strike Teams/Upstaffing	150,000	7%
	County, State, Federal Revenue	170,000	8%
4020	Tree Farm Revenue	120,000	6%
4021	Sale-Real Property/Fixed Asset	0	0%
4040	Miscellaneous Revenue	4,000	0%
4050	Training Revenue	15,000	1%
4100	Workers' Comp Reimbursement	0	0%
4102	Donations/Reimbursements	0	0%
	Other Revenue	139,000	7%
Total Revenue		2,133,850	100%

**Graton Fire Protection District
Budget 2022/23**

EXPENSE DESCRIPTION		2023	% of
		BUDGET	Exp
5910	Payroll Expenses	465,418	22%
5911	Reimbursement-Calls/Drills	50,000	2%
5912	Pay-Strike Team	100,000	5%
5913	Reimbursement-Boards/Comms	3,000	0%
5914	Pay-Administrative Payroll	32,400	2%
5915	Pay-Day Shift Pay-Stipend	120,450	6%
5916	Pay-Overtime	94,009	5%
5917	Sleeper Reimbursement	25,000	1%
5918	Independent Contractor	3,000	0%
5923	Retirement-CalPERS/PEPRA	127,297	6%
5924	Retirement-457 Plan	8,000	0%
5930	Insurance-Health/Dental/Vision	57,381	3%
5931	Insurance-Long Term Disability	2,088	0%
5940	Worker's Comp	66,943	3%
	Wages & Benefits	1,154,985	56%
6020	Clothing/Personal	40,000	2%
6040	Communications	35,000	2%
6080	Household Expense	5,000	0%
6100	Liability Insurance	60,000	3%
6140	Maintenance-Equipment	20,000	1%
6155	Maintenance-Vehicle	30,000	1%
6180	Maintenance-Bldg/Imp	45,000	2%
6190	Landscape Services	6,000	0%
6261	Medical Supplies	15,000	1%
6280	Memberships	3,000	0%
6400	Office Expense	15,000	1%
6526	Dispatch Services	27,061	1%
6536	Bank Fees	0	0%
6587	LAFCO	1,700	0%
6610	Legal Services	120,000	6%
6630	Audit/Acc't Services	12,000	1%
6800	Public/Legal Notices	500	0%
6820	Rent/Lease Equipment	100	0%
6880	Small Tools/Instruments	20,000	1%
7000	Tree Farm Expense	100,000	5%
7005	Election Expense	10,000	0%
7120	Training-In Service	35,000	2%
7150	Recognition/Awards	2,000	0%
7201	Gas/Oil	20,000	1%
7300	Transportation/Travel	5,000	0%
7303	Private Car Expense	6,000	0%
7320	Utilities	8,000	0%
	Operating Expenses	641,361	31%
7910	LongTerm Debt - Principal	148,507	7%
7930	LongTerm Debt - Interest	34,356	2%
	Apparatus Debt - Principal	100,000	5%
8560	New Capital Equipment		0%
	Long-Term Debt	282,863	14%
Total Expenses		2,079,209	100%
Surplus/(Deficit)		54,641	

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRATON FIRE PROTECTION DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA, ADOPTING A PROPOSED BUDGET FOR THE 2022/2023 FISCAL YEAR

WHEREAS, the Board opened the Public Hearing and on this 14th day of June 2022, continued said Public Hearing for consideration of the final proposed budget for fiscal year 2022/2023.

NOW, THEREFORE, BE IT RESOLVED that the Board has approved the preliminary expenditure budget on this date as follows:

Table with 2 columns: Item and Amount. Items include Reimbursement, Strike Teams, Standby, Work Comp; Services & Supplies; Long-Term Liabilities. Amounts are \$1,154,985; \$641,361; and \$282,863.

TOTAL ANTICIPATED EXPENDITURES FOR 2022/2023: \$2,079,209

BE IT FURTHER RESOLVED the Board approved the preliminary revenue budget on this date as follows:

Table with 2 columns: Item and Amount. Items include Property Tax (including secured and unsecured); Interest / Property Earnings Anticipated; Revenues from State & Federal Agencies; Reimbursements & Other Charges for Services. Amounts are \$1,824,300; \$550; \$170,000; and \$139,000.

TOTAL ANTICIPATED REVENUE FOR 2022/2023: \$2,133,850

The foregoing resolution was introduced this 14th day of June 2022 by Director _____ who moved its adoption, and seconded by Director _____, and adopted on a roll call vote by the following vote:

Director Cesaretti _____ Director Fisher _____ Director Maddocks _____
Director Nunes _____ Director Peterson _____

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED.

CHAIR

Attest: _____
Clerk of the Board

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
 GRATON FIRE PROTECTION DISTRICT
 OF SONOMA COUNTY, STATE OF CALIFORNIA,
 ADOPTING A PROPOSED CAPITAL RESERVES BUDGET FOR THE 2022/2023 FISCAL YEAR**

WHEREAS, the Board opened the Public Hearing and on this 14th day of June 2022, continued said Public Hearing for consideration of the preliminary proposed capital reserves budget for fiscal year 2022/2023.

NOW, THEREFORE, BE IT RESOLVED that the Board has approved the preliminary expenditure capital reserves budget on this date as follows:

Capital Purchases/Improvements _____ \$0

TOTAL ANTICIPATED EXPENDITURES FOR 2022/2023: _____ \$0

BE IT FURTHER RESOLVED the Board approved the preliminary revenue capital reserves budget on this date as follows:

Unclaimed Operating Fund Revenue Within a Fund _____ \$0

TOTAL ANTICIPATED REVENUE FOR 2022/2023: _____ \$0

The foregoing resolution was introduced this 14th day of June 2022 by Director _____ who moved its adoption, and seconded by Director _____, and adopted on a roll call vote by the following vote:

Director Cesaretti _____ Director Fisher _____ Director Maddocks _____

Director Nunes _____ Director Peterson _____

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED.

CHAIR

Attest: _____
Clerk of the Board

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRATON FIRE PROTECTION DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA, SETTING AND ADOPTING AN APPROPRIATIONS LIMIT FOR THE 2022/2023 FISCAL YEAR

WHEREAS, Article XIII B of the Constitution of the State of California establishes appropriations limits on the proceeds of taxes for entities of government, and

WHEREAS, Proposition 111 approved by the voters in June 1990 requires that the appropriations limit for a governmental entity be adopted by Resolution after selection of the annual adjustment factors, and

WHEREAS, a notice was published stating that an appropriations limit was to be adopted and that the information and data for the limit was available for public inspection for at least fifteen days, and

WHEREAS, the Board of Directors of the Graton Fire Protection District did meet in a regularly scheduled meeting and did select each of the applicable annual adjustment factors and such selection is recorded in the minutes of that meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Graton Fire Protection District that the adopted Appropriations Limit for the 2022/2023 fiscal year is \$1,788,255.

BE IT FURTHER RESOLVED that the Clerk of this Board is directed to publish the adopted limit in the annual budget, and to file the required reports with the State Controller.

BE IT FURTHER RESOLVED that the Clerk of this Board is directed to retain all calculation sheets and adjustment factor data for three years.

The foregoing resolution was introduced by Director _____ who moved its adoption, and seconded by Director _____, and adopted on a roll call vote by the following vote:

Director Cesaretti _____ Director Fisher _____ Director Maddocks _____

Director Nunes _____ Director Peterson _____

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED.

PRESIDENT

Attest: _____
Clerk of the Board

Liability Insurance Quotes
6/10/2022

#	Insurance Carrier	Liability (i.e., commercial & auto)
1	VFIS	\$ 24,765.00
2	ESIP	\$ 28,366.00
3	SDRMA	N/A
3	FAIRA	Denied

Requested Action

Motion to select VFIS/Northwest Insurance for liability insurance

PURCHASE REQUEST

Pager Quotes

#	Vendor	Quote
1	P&W Service	\$3,091
2	Radio Two Way	\$3,041
3	Radio Depot	\$3,142

Advantages of P&W Service

- Have account with them
- Used previously for repairs on our pagers

Requested Outcome

Motion to purchase six pagers with P&W Service, not to exceed \$3,100

FIRE CHIEF'S REPORT



Graton Fire Protection District

Post Office Box A, Graton, California 95444

www.gratonfire.com

ANNUAL ALARMS 2021-2022

Type	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
Assist/Service Call	2	4	7	7	3	2	4	2		4	5		40
Auto/Mutual Aid	13	5	12	11	7	15	7	9	11	12	16		118
Debris Fire					1	1	1						3
Fire Alarm	7	4	3	1	2	5	2	5	2	1	5		37
Gas Leak	1			1		1		1			1		5
Hazardous Condition	2	8	4	28	5	5				4	3		59
Haz-Mat													0
Investigation	5	2	2	4	3	1	1	2		3	5		28
Medical Aid	36	28	33	35	23	39	26	33	42	28	32		355
Other / Cancellations							4			5			9
Rescue													0
Structure Fire	1		1				2						4
Traffic Collision	3	1	4	8	4	4	3	6	2	2	4		41
Vegetation Fire	4	2		3				1			2		12
Vehicle Fire	3												3
Total	77	54	66	98	48	73	50	59	57	59	73	0	714

Prepared By: Capt. Darrell Kopriva



Graton Fire Protection District

Post Office Box A, Graton, California 95444

www.gratonfire.com

Drill & Activity Reports

MAY 2022

#	Date	Description	Type
1)	05/05	Wildland Hose Lay-Mobile Attack	R
2)	05/06	Fire Academy (Salvage/Overhaul)	T
3)	05/06	SRJC Auto Extrication 8435 (Sabrowsky)	S
4)	05/11	Work Detail (Lumber Return) (Sabrowsky)	S
5)	05/12	Thur. Truck Check/Association Night	R
6)	05/13	Fire Academy (Extrication)	T
7)	05/19	Wildland Mobile Attack & I-Zone	R
8)	05/20	Fire Reports (Kopriva)	S
9)	05/20	Fire Academy (HAZMAT)	T
10)	05/21	Fire Academy (Extrication)	T
11)	05/26	Wildland Chain Saws S-212	R

(DW) Duty Weekend
(R) Regular Drill
(S) Special Drill
(T) Trainee Drill

Graton Fire Protection District Mission Statement

100.1 GRATON FIRE PROTECTION DISTRICT MISSION STATEMENT

The GRATON FIRE PROTECTION DISTRICT mission is to be a leading emergency service organization by:

- Meeting the service requirements of our community in fire prevention, fire suppression, rescue and education.
- Utilizing and improving the dedication and skills of our people.
- Continually improving all of our services and operations.

In carrying out this mission, the GRATON FIRE PROTECTION DISTRICT will:

- Give top priority to firefighter safety and environmental concerns.
- Encourage the development of our professional and personal members.
- Work as a team to take full advantage of our skills, knowledge and creativity.
- Communicate openly and honestly to our members and community to inspire trust and confidence.



Standards of Conduct

101.1 PURPOSE AND SCOPE

As a basic standard of firefighting with the GFPD, all personnel have an obligation to conduct their official duties in a manner that serves the public interest, upholds the public trust, and protects District resources. To this end, all personnel have the responsibility to:

- (a) Perform their duties to the very best of their abilities and in a manner that is efficient and meets the needs of the public.
- (b) Demonstrate integrity, honesty, and ethical behavior in the conduct of all District business.
- (c) Ensure that personal interests do not come in conflict with official duties and avoid both actual conflicts of interest and the appearance of conflicts of interest when dealing with vendors, customers, and other individuals doing business with the District.
- (d) Ensure that all District resources, including funds, equipment, apparatus, and other property, are used in strict compliance with District policies and solely for the benefit of the District and the public at large.
- (e) Conduct all dealings with the public, city/county/state/federal firefighters, and other organizations in a manner that presents a courteous, professional, and service oriented image of the District.
- (f) Treat the public and other members fairly and equitable, without regard to age, disability, ethnicity, national origin, political affiliation, race, religion, gender, sexual orientation, or any other factor unrelated to District business.
- (g) When responding to calls, firefighters shall be fully equipped, fit, and able to perform assignments.
- (h) Officers and Engineers shall set an example for other members and are responsible to ensure that their activities and decisions pertaining to the operations of the District are consistent with the following; all policies, common sense, and high moral standards.
- (i) Use the chain of command.
- (j) Take every opportunity to help one another develop into a team.
- (k) Disregard for general safety rules will not be tolerated.
- (l) If a member of your team is having difficulties, take the initiative to help him/her.
- (m) Offer your help to anyone doing anything. One person works, all work.
- (n) Demonstrate compassion and caring for everyone served as well as member's peers.
- (o) Have a positive outlook.
- (p) Suggest positive solutions to encountered problems.
- (q) Have integrity and display ethical behavior.
- (r) Exhibit exceptional personal hygiene. Keep clean. Maintain head and facial hair that does not interfere with duties and OSHA standards.

Graton Fire Protection District

Policy and Procedures Manual

Standards of Conduct

- (s) Be aware of personal actions on/off duty while displaying anything identifying as part of the GFPD. This can include, but is not limited to, T- shirts, uniform shirts, hats, badges, ID cards, vehicle placards, and vehicle window stickers.
- (t) Wear suitable clothing for any event; ask if unsure. Firefighters are professionals in a highly respectful and public profession.
- (u) Please review the entire SOG for additional details.

Fire Service Authority

200.1 PURPOSE AND SCOPE

This policy describes the legal authority of the Department and the individual members.

200.2 POLICY

It is the policy of the Graton Fire Protection District to limit its members to only exercise the authority granted to them by law.

While the Graton Fire Protection District recognizes the authority of members granted to them, members are encouraged to use sound discretion in the exercise of their authority, and this department does not tolerate abuse of authority.

200.3 STATUTORY BASIS OF THE DISTRICT

The Graton Fire Protection District is established under and governed according to the laws of the State of California. The Graton Fire Protection District is a Special District of the County of Sonoma and for the State of California. It receives funds to operate from taxes generated from property within the District, State tax funds, and donations from individuals and firms within the District. (Health and Safety Code §13862)

200.4 RIGHTS AND POWERS OF THE DISTRICT

The Fire District, acting through its Board of Directors, shall have and exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of Fire Protection District Laws (Health & Safety Code §13800 et seq.), including but not limited to the following powers:

1. To sue and be sued.
2. To acquire any property, including water facilities for providing fire protection, within the Fire District by any means: to hold, manage, occupy, dispose of, convey, and encumber the property, and to create a leasehold interest in property for the benefit of the District.
3. To acquire by eminent domain any property necessary to carry out any of its powers or functions.
4. To appoint necessary employees, to define their qualifications and duties, and to provide, if necessary, a pay schedule for performance of their duties.
5. To employ counsel.
6. To enter into and perform all necessary contracts pursuant to Article 53 (commencing with Section 20810) of Part 3 of Division 2 of the Public Contract Code.
7. To adopt a seal and alter it at pleasure.
8. To adopt ordinances following the procedures of Article 7 (commencing with Section 25120) of Chapter 1 of Part 2 of Division 2 of Title 3 of the Government Code.

Graton Fire Protection District

Policy and Procedures Manual

Fire Service Authority

9. To establish and enforce rules and regulations and/or policies and procedures for the administration, operations, and maintenance of the services listed in Section 13862 of the Health & Safety Code.
10. To enter into joint powers agreements pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.
11. To provide insurance pursuant to part (commencing with Section 989) of Division 3.6 of Title 1 of the Government Code.

200.5 ORGANIZATIONAL FUNCTIONS

This department is authorized to perform the following:

- (a) Fire Protection and Prevention
- (b) Rescue
- (c) Emergency Medical Response
- (d) Hazardous materials Response
- (e) Any other situations relating to the protection of lives and property.

200.6 FIREFIGHTER POWERS

Firefighters are sworn members of this department and have the following authority:

- (a) Participate in a wide range of emergency and rescue activities, including EMS, extrication and heavy rescue
- (b) Perform fire suppression duties, including the suppression of structural, aircraft, wildland and other types of fires
- (c) Investigate causes of fires
- (d) Collect and preserve evidence when a fire is of a suspicious origin
- (e) Possess peace officer status when serving as a fire investigator or Fire Marshal (Penal Code § 830.37)
- (f) Perform specialty services, including hazardous materials response, technical rescue, water rescue and additional services as authorized by the Fire Chief
- (g) Provide fire code enforcement inspection and plan review services
- (h) Provide public education and fire prevention activities and services

200.7 CONSTITUTIONAL REQUIREMENTS

When exercising their authority, members shall observe and comply with every person's clearly established rights under the United States and California Constitutions.

Graton Fire Protection District

Policy and Procedures Manual

Fire Service Authority

200.8 SUPERVISORY AUTHORITY

Any chief officer may relieve a member under his/her command from duty when, in his/her judgment, an offense committed is sufficiently serious to warrant immediate action. A report of such action shall be made immediately through the appropriate channels to the appropriate Duty Officer, followed by written documentation of the charges, in accordance with department procedures. All such processes shall comply with established rules, regulations and applicable collective bargaining agreements.

Chief Executive Officer

201.1 PURPOSE AND SCOPE

This policy identifies the education, experience or certifications desired for the Fire Chief.

201.2 POLICY

It is the policy of the Graton Fire Protection District to have a highly qualified Chief Executive Officer.

201.3 CHIEF EXECUTIVE OFFICER

1. The Fire Chief shall be appointed by the Board as an Officer and Member of the Department. The Fire Chief shall serve at the pleasure of the Board and may be discharged by the Board without cause. If terminated or demoted by the Board, the Fire Chief shall no longer be a Member of the Department, unless so authorized by the Board.
2. The Fire Chief shall be sufficiently qualified by training and experience in firefighting and emergency medical procedures and shall have the ability to command personnel and hold their respect and confidence. The Fire Chief shall possess at least a valid Class "C" Commercial for Firefighter personnel issued by the California State Department of Motor Vehicles.
3. The Fire Chief shall have such duties, powers and functions as are provided by these Policies and Procedures.
4. The Fire Chief shall be responsible to the Board of Directors for all administration and operational activities of the Department.
5. The Fire Chief shall insure proper management, training and discipline of the Members of the Fire Department.
6. The Fire Chief shall make written and verbal reports as may be required by the Board.
7. The Fire Chief shall maintain an adequate number of Members in the Department as approved by the Board.
8. The Fire Chief shall appoint Officers, Members, Trainees and Cadets for the proper functioning of the Department, subject to confirmation by the Board.
9. A newly appointed Fire Chief may appoint or reassign Officers for the proper function of the Department subject to confirmation by the Board.
10. If the Fire Chief retires, said retired Fire Chief must step away from the Department for one (1) calendar year. Then said retired Fire Chief may have the option of applying as a firefighter.
11. The Fire Chief shall make recommendations regarding real property, apparatus, and equipment to the Board. In this regard, the Fire Chief shall recommend to the Board of Directors the selection of any new station site; changes in the location or the existing station; construction of any new station, purchase of new apparatus, hose, equipment;

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and the disposal of surplus materials- equipment or property not necessary for use in the operation of the Department. Upon approval by the Board, the Fire Chief shall acquire the property, apparatus and/or equipment in such a manner as is designated by the Board.

12. The Fire Chief will be responsible for all personnel, records and general efficiency of the Department including but not limited to:
 - (a) Incident Reports - monthly and annually for each Member.
 - (b) Records relating to the Safety Program and the Injury Prevention Program.
 - (c) Any other records necessary to properly report to the Board or any other lawful authority.
 - (d) Purchase orders and competitive bidding reports. The originals shall be delivered to and maintained by the Board with copies on file in the Department.
 - (e) Equipment assigned to all Members.
 - (f) Equipment Inventory.
 - (g) Equipment Mileage and Repair.
 - (h) Drill Reports monthly and annually for each Member.
 - (i) Dispatch Log.
13. The Fire Chief will attend each regularly scheduled meeting of the Board and will submit a report to the Board either orally or in writing including, but not limited to, the following information:
 - (a) Fire, Drill and Administrative Reports. The original Fire, Drill and Administrative Reports for the preceding month will be delivered by the Fire Chief to the Board at each regularly scheduled meeting.
 - (b) Fire Prevention activities.
 - (c) Inventory, maintenance, replacement, repair or loss of district equipment.
 - (d) Additions and/or deletions in the membership of the Department.
 - (e) Any other information required by the Board pertinent to the operation of the Department.
14. The Fire Chief may discipline, discharge or reassign any Member of the Department for cause in accordance with these Policies and Procedures. Any such action shall be documented in writing.
15. The Fire Chief shall determine the apparatus, equipment, and personnel to respond to any request for automatic or mutual aid.
16. The Fire Chief or, in the Fire Chief's absence, the highest-ranking Officer shall determine the department's participation in any request for mutual aid, be it in Sonoma County, out of Sonoma County, or out of the State, in accordance with the guidelines of the Board

BOARD of DIRECTORS

202.1 PURPOSE AND SCOPE

The Purpose of this Policy is to define the roles and responsibilities of the Graton Fire Protection District board of Directors

202.2 GENERAL PROVISIONS

- (a) The Board shall be responsible for the Policies and Procedures of the District.
- (b) The Board shall evaluate these Policies and Procedures and revise them as needed.
- (c) The Board shall furnish buildings and real property necessary to house all firefighting equipment, medical equipment and apparatus as deemed necessary by the Board.
- (d) The Board shall provide firefighting and medical equipment and apparatus in accordance with the needs of the District as deemed necessary by the Board.
- (e) The Board shall require that all real property, equipment and apparatus be maintained in good working condition at all times.
- (f) The Board shall appoint a qualified and experienced Fire Chief to administer and operate the Department.
- (g) The Board shall determine the appropriate number of Members to be in the Department. The Board has determined that the current number of Members shall not exceed 30.
- (h) It is the intent of the Board to ensure that an ongoing training program is established and maintained.
- (i) In general, a Board Member should not respond to any fire, medical or other type of emergency, unless requested by the Incident Commander, and shall not interfere with the orderly fulfillment of the duties of any Department Officer, or other Members of the Department.
- (j) The Board shall maintain all necessary forms of insurance coverage for the District including hazard, liability, equipment, District vehicle, and worker's compensation.
- (k) The Board shall provide an adequate safety program and an effective written injury prevention program. As required by SB198, the Board has adopted the Graton Fire Protection District's Health and Safety Manual, a copy of which is on file at the Station.
- (l) The Board shall have Membership in all organizations it deems necessary to provide pertinent information to the District.
- (m) The Board shall hold regular Board meetings the second Tuesday of each month, at 7:00 pm, at the Graton Fire Station. In the event of a holiday, the regular Board meeting shall be held on the following Tuesday of the month. The agenda for regular Board meetings shall be posted at the Graton Fire Station no later than 72 hours prior to such meetings. The Board President shall be responsible for developing and managing the agenda for all meetings.

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- (n) The Board may hold special meetings at any time. The agenda for the special Board meetings shall specify the time and place of the meeting. Special meetings shall be posted 24 hours prior to such meeting.
- (o) Emergency situations involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities may be held without complying with the 24-hour posting.
- (p) The Board President may desire the services of a recording secretary for any of its public meetings. The Board will reimburse the recording secretary for providing such services as detailed in the Reimbursements Section of this document.
- (q) A Treasurer's assistant may be appointed by the Treasurer with the approval of the Board. The Treasurer's assistant shall serve at the pleasure of the Treasurer and may be discharged by the Treasurer. The Board will reimburse the Treasurer's assistant for providing such services as detailed in the Reimbursements Section of this document.
- (r) Board meetings shall be conducted according to the latest edition of Robert's Rules of Order, Revised. District Policies shall prevail whenever they are in conflict with Robert's Rules of Order, Revised.
- (s) A majority of the Fire District Board shall constitute a quorum for the transaction of business. The Board shall only act by ordinance, resolution or motion. Except as specifically provided to the contrary by statute or other law, a recorded vote is required on each action. (Health & Safety Code §13856)
- (t) The Board President shall serve as chairperson at all Board meetings. The Board President shall have the same rights as the other Members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow these actions.
- (u) In the absence of the Board President, the Vice President shall serve as chairperson over all Board meetings. In the absence of the Board President and Vice president, the Board Secretary shall serve as chairperson over the Board Meetings.

202.3 CLOSED SESSIONS

- (a) The Board may hold closed sessions for any of the following purposes
 - (a) To consider any personnel matters including the appointment, evaluation, or dismissal of any Officer or any other Member of the Department. The Board must publicly report any action taken during the closed session by roll call vote.
 - (b) To confer with District legal counsel within the proper limits of attorney-client privileges.
 - (c) To protect any records which are exempt from public disclosure.
 - (d) To confer with any District negotiator prior to the purchase, sale, exchange or lease of real property in order to instruct the negotiator regarding the price and terms of the transaction.

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- (b) If the Board plans to hold a closed session, such must be duly noted on the agenda for that meeting. The reason(s) for such a closed session must be stated in the agenda.
- (c) When it is determined by a roll call vote of at least three (3) Board Members that a closed session is needed during a meeting where no closed session was announced in the agenda, the presiding Officer shall publicly announce the reason(s) for the closed session prior to and after the closed session.
- (d) No matters other than those given in the reason(s) to hold a closed session shall be discussed or acted upon during the closed session.
- (e) Actions taken in closed session shall be summarized in the public minutes of the Board meeting as long as personnel and legal matters are not compromised; matters discussed in closed session

202.4 LIMITS OF BOARD MEMBER AUTHORITY

- (a) The Board has broad powers as provided by law only when a quorum of the Board is convened in a legally constituted public meeting.
- (b) The Board is the unit of authority. Apart from the normal function as a part of the Board, no Board Member has any individual authority and no individual Board Member may commit the District to any policy, act or expenditure.
- (c) No Board Member shall enter into any business with the District.
- (d) No individual Board Member, by virtue of holding office shall exercise any administrative responsibility with respect to the operation of the Fire Department, its Officers and Firefighters.

202.5 COMMUNITY RESPONSIBILITIES OF BOARD MEMBERS

- (a) Each Board Member shall represent the entire population of the District.
- (b) Board Members shall ensure that all Board business is transacted in an open and ethical manner.

202.6 MEETING AGENDA FORMATS

Meeting Agendas shall conform to the Following:

202.6.1 REGULAR MEETING

ORDER OF BUSINESS

REGULAR MEETING

- (a) Call to order
- (b) Pledge of allegiance
- (c) Roll call
- (d) Additions or corrections to the agenda
- (e) Closed Session

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- (f) Scheduled and unscheduled personal appearances: During this period the Board of Directors will hear anyone who desires to speak on subjects not listed on the agenda. As a matter of policy, the Board will not make a decision unless it is of a routine nature, which may be turned over to the staff for disposition. Please limit your comments to five (5) minutes please state your name and address for the minutes.
- (g) Approval of minutes
- (h) Bills and warrants
- (i) Treasurer's report
- (j) Correspondence
- (k) Fire Chief's report: drills, alarms, etc.
- (l) Purchase requests
- (m) Committee reports
- (n) Old business
- (o) New business
- (p) Adjournment

202.6.2 SPECIAL MEETING ORDER OF BUSINESS

SPECIAL MEETING

- (a) Call to order
- (b) Pledge of Allegiance
- (c) Roll call
- (d) Unscheduled personal appearances. (During this period the Board provides anyone who desires an opportunity to address the Board on any item listed in this notice Please limit your comments to five minutes. Please state your name and address for the minutes.)
- (e) Closed Session
- (f) (Subject matter of special meeting.)
- (g) Adjournment

Oath of Office

202.1 PURPOSE AND SCOPE

This policy establishes the oath of office for all sworn personnel of this department.

202.2 OATH OF OFFICE

Upon employment, all sworn personnel shall be required to affirm the oath of office expressing commitment to support and defend the Constitution of the United States and the Constitution of the State of California (CA. Const. art. XX, § 3 and Government Code § 3102). The oath shall be as follows:

I, [employee name], do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Policy Manual

203.1 PURPOSE AND SCOPE

The Policy Manual of the Graton Fire Protection District is hereby established and shall be referred to as the “Policy Manual.” The Policy Manual is a statement of the current policies, rules, and guidelines of this department. All department members are expected to conform to the provisions of this Policy Manual. All prior and existing policies, manuals, orders, and regulations that are in conflict with this Policy Manual are revoked, except to the extent that portions of the existing policies, manuals, orders, and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this Policy Manual.

203.2 POLICY

Except where otherwise expressly stated, the provisions of this Policy Manual shall be considered guidelines. It is recognized that fire and rescue work is not always predictable, and circumstances may arise that warrant departure from these guidelines.

It is intended that the provisions of this manual be viewed using an objective standard, taking into consideration the sound discretion entrusted to the members of this department under the circumstances reasonably available at the time of any incident.

203.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract, nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Graton Fire Protection District and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the District, its officials, or members. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training, or discipline. The Graton Fire Protection District reserves the right to revise any policy content, in whole or in part.

203.2.2 SEVERABILITY

In the event that any term or provision of this Policy Manual is declared illegal, invalid, or unenforceable by any court or any federal or state government agency, the remaining terms and provisions that are not affected shall remain in full force and effect. If any provision of the Policy Manual is found to be in conflict with a local, state, or federal law, District policy, or collective bargaining agreement, such law, District policy, or collective bargaining agreement shall take precedence over that provision of the Policy Manual.

In the event that any of the terms or provisions of the Policy Manual are determined to conflict with any portion of a collective bargaining agreement, the Department will seek to resolve the conflict.

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203.3 RESPONSIBILITIES

The responsibility for the contents of this Policy Manual rests with the Fire Chief. Since it is not practical for the Fire Chief to prepare and maintain the Policy Manual, the following delegations have been made:

203.3.1 FIRE CHIEF

The Fire Chief shall be considered the ultimate authority for the provisions of this manual and shall continue to issue, as needed, directives that shall modify those provisions of the manual to which they pertain. Any directive so issued shall remain in effect until such time as they may be permanently incorporated into the manual.

203.3.2 STAFF

Staff shall consist of the following:

- Fire Chief
- Chief Officers
- Company Officers

Staff shall review all recommendations regarding proposed changes to the manual and make recommendations to the Fire Chief on final manual changes.

203.3.3 OTHER PERSONNEL

Any member suggesting revision of the contents of the Policy Manual shall forward the suggestion through the chain of command, in writing, to his/her Supervisor.

203.4 FORMATTING CONVENTIONS FOR THE POLICY MANUAL

The purpose of this section is to provide examples of abbreviations and definitions used in this manual.

203.4.1 ACCEPTABLE ABBREVIATIONS

The following abbreviations are acceptable substitutions in the manual:

- Policy Manual sections may be abbreviated as "Section 106.4" or "§ 106.4."

203.4.2 DEFINITIONS

The following words and terms shall have these assigned meanings, unless it is apparent from the content that they have a different meaning:

Adult - Any person 18 years of age or older.

District - The District of Graton.

Civilian - Members and volunteers who are not sworn employees.

Department/GFPD - The Graton Fire Protection District.

Employee - Any person employed by the Department.

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Fire Code - The 2015 edition of the International Fire Code as adopted by the State of California and the incorporated California amendments (Health and Safety Code § 18928).

Firefighter/Sworn, appointed, or elected - Those members, regardless of rank, who perform fire suppression duties as part of their primary duties as sworn, appointed, or elected members of the Graton Fire Protection District.

Manual - The Graton Fire Protection District Policy Manual.

May - Indicates a permissive, discretionary, or conditional action.

Member - Any person employed or appointed by the Graton Fire Protection District, including:

- Full- and part-time employees
- Sworn, appointed, or elected firefighters
- Reserve firefighters
- Civilian employees
- Volunteers

On-duty - Member status during the period when he/she is actually engaged in the performance of his/her assigned duties.

Order - A written or verbal instruction issued by a superior.

Rank - The job classification title held by a firefighter.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority regarding hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other department members, directing the work of other members, or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., firefighter-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank, or compensation.

203.5 DISTRIBUTION OF THE POLICY MANUAL

Copies of the Policy Manual shall be distributed to the following:

- Fire Chief
- Each fire station
- Fire Board

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An electronic version of the Policy Manual will be made available on the department network for access by all employees. The electronic version will be limited to viewing and printing specific chapters or sections. No changes shall be made to the electronic version without authorization from the Fire Chief or the authorized designee.

203.6 POLICY MANUAL ACCEPTANCE

As a condition of employment, all members are required to read and obtain necessary clarification of this Policy Manual. All are required to sign a statement of receipt acknowledging that they have received a copy or have been provided access to the Policy Manual and understand that they are responsible to read and become familiar with its content.

203.7 REVISIONS TO POLICIES

All members are responsible for keeping abreast of all Policy Manual revisions. All changes to the Policy Manual will be posted on the department Intranet.

The Fire Chief will forward notice of revisions to the Policy Manual as needed to all personnel via electronic mail. Each member shall acknowledge receipt by return email, review the revisions, and seek clarification as needed.

Each supervisor/manager will ensure that members under his/her command are aware of any Policy Manual revisions.

Solicitation of Funds

309.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that fundraising activities associated with the Department are consistent with its mission, values and legal status. This policy applies to all fundraising activities involving the Department or the use of the department name, insignias, equipment or facilities.

309.1.1 DEFINITIONS

Definitions related to this policy include:

Fundraising - The collection of money through donations, sales or event programming for the purpose of charitable donation or organizational budget enhancement.

309.2 POLICY

It shall be the policy of this department that all fundraising activities involving on-duty members or use of department equipment, and that provide financial benefit to the Department, must be authorized by the Fire Chief or the authorized designee prior to initiating solicitations.

Authorized fundraising activities should not indicate or imply that a donation will influence services provided by the Department. Members engaged in fundraising activities are expected to act ethically regarding the solicitation of funds, the interaction with donors or potential donors and the maintenance of fundraising records.

Members are prohibited from soliciting any goods or services from local businesses, groups or individuals for the purpose of providing incentives, prizes or give-aways to attendees of department-sponsored or hosted events, or to events when members attend as representatives of the Department.

309.3 PROCEDURES

Fundraising activities or events involving the Department should incorporate the following elements:

- (a) Compliance with applicable federal, state and local laws and regulations
- (b) Compliance with department and governing-body policies
- (c) A benefit to the Department that is consistent with the department mission
- (d) An accurate description of the purpose for which funds are requested.
- (e) A limitation on the frequency of solicitations to avoid placing undue pressure on donors
- (f) Identification of the individual soliciting funds as a volunteer, a member of this department or a hired solicitor

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- (g) An admonishment that encourages donors to seek independent advice if there is reason to believe that a proposed gift might significantly affect the donor's financial position, taxable income or relationship with other family members.
- (h) The assurance that donor requests to limit the frequency of contacts, to prohibit solicitation by telephone or other technology and to reduce or cease sending printed or electronically transmitted material concerning the Department will be honored
- (i) Respect of the donors' privacy and a commitment that the Department will not sell or otherwise make available donors' names and contact information

Commercial or corporate sponsorship of fundraising activities or events may be allowed provided that it has been preapproved by the Fire Chief or the authorized designee.

309.4 DEPARTMENT-SPONSORED EVENTS

The following also apply to department-sponsored fundraising events:

- (a) Fundraising events should be clearly identified by a sign indicating the name, product, service, price and purpose of the event.
- (b) At least one member should be present during the entire event.
- (c) Individuals participating in the event should be briefed and supervised to ensure their activities are consistent with this policy.
- (d) Individuals participating in the event should not be compensated by a commission or a percentage of the amount collected.
- (e) Funds raised should be deposited no later than the next business day.
- (f) All donors should receive a receipt for the amount of their donation.
- (g) Fundraising activities should not delay emergency response or otherwise compromise the mission of the organization.
- (h) Fundraising that takes place on public-owned or private property will be done with the knowledge and approval of the property custodian or owner.
- (i) Fundraising that occurs on public ways or near roadways will be coordinated with the responsible law enforcement agency for the protection of pedestrians, motorists and event participants.

309.5 FUNDRAISING ON BEHALF OF OTHERS

Fundraising for the benefit of a non-profit charitable third party (e.g., blood drive, burn victims, surviving families) having no direct affiliation with the Department is permissible provided that the fundraising standards and event prerequisites listed above are followed.

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Any materials associated with a third-party fundraising activity shall be approved by the Fire Chief or the authorized designee prior to the activity. In addition, there should be a written agreement between the Department and the organizers of the activity that includes:

- (a) Written proof that the event is for a charitable purpose.
- (b) Assignment of responsibility to the organizers for all direct costs incurred for the event.
- (c) Assignment of responsibility to the organizers for the collection and reporting of any applicable taxes.
- (d) Written instructions regarding the maintenance of funds raised on behalf of others. The funds shall be maintained in a separate fund and not commingled with other department funds.

The Department reserves the right to require additional conditions including, but not limited to, evidence of insurance coverage or appropriate indemnification.

Physical Asset Management

310.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for maintaining a system of inventory and accountability over the department's physical assets.

310.1.1 DEFINITIONS

Definitions related to this policy include:

Physical assets – Any tangible items of value, including but not limited to:

- Materials.
- Machinery.
- Tools and equipment.
- Apparatus, ambulances, and command and support vehicles.
- Office supplies.
- Furniture.
- Firefighting tools and appliances, including hose, power tools, and communications devices.

Physical asset management – The process of tracking and maintaining the department's physical assets.

310.2 POLICY

It is the policy of the department to accurately inventory, track, maintain, and dispose of its physical assets owned by the Department in a manner that controls costs, avoids waste, and promotes the department's mission.

310.3 RESPONSIBILITIES

The [Administrator] or the authorized designee should be responsible for the inventory, maintenance, and disposal of department physical assets, including:

- (a) Maintaining compliance with federal, state law, and local laws regarding physical asset management, inventory control, and reporting requirements.
- (b) Maintaining compliance with any grant requirements associated with physical asset purchases.
- (c) Developing procedures for the implementation of this policy, including:
 1. Procedures for disposal of all department-owned physical assets in accordance with federal, state, and local law.
 2. Procedures for safe disposal of hazardous waste.
 3. Procedures for handling surplus and obsolete physical assets.

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4. Procedures to inventory assets according to internal reporting deadlines (e.g., quarterly, annually).
- (d) Developing a physical asset management plan to track the department's physical assets and maintain accurate and complete records related to these assets. The plan should include:
1. A minimum value of the physical assets that are subject to this policy, the plan, and the implementing procedures.
 2. An inventory control and recordkeeping system to account for the movement, storage, maintenance, use, loss, damage, destruction, and disposal of the department's physical assets.
 3. Routine internal and external audit practices.
 4. Procedures to access physical assets for reuse, transfer, recycling, or disposal.
- (e) Designating members as appropriate to assist with inventory under the physical asset management plan.
- (f) Annual physical asset acquisition planning.

310.4 IDENTIFICATION AND TAGGING

Physical assets should be tagged using a bar code or other system to identify and locate the items. Tags should be affixed in the same manner and location on each item, when feasible. The following information regarding the tagged item should be maintained using the inventory control system and method of recordkeeping established in the physical asset management plan:

- (a) A description of the item, including but not limited to:
1. Make, model, and serial number
 2. Physical dimensions and weight
 3. Color, material, and other physically distinct qualities
 4. Warranty and/or recall information, if any
- (b) The specific location where the item can be found
- (c) The acquisition date of the item, as well as the amount and funding source for the acquisition
- (d) The intended and actual use of the item
- (e) The expiration of an item's lease or loan terms

310.5 SURPLUS OR OBSOLETE ASSETS

When the department no longer utilizes a physical asset, the asset should be identified as surplus or obsolete. If the physical asset retains value, the item should be stored as surplus or handled in accordance with the procedures established pursuant to this policy. If the physical asset is deemed obsolete, the item shall be disposed of in accordance with this policy.

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Physical Asset Management

310.5.1 STORAGE

When practicable, physical assets that retain value but are not being utilized should be stored in lieu of disposal. Physical assets in storage are subject to routine inventory and revaluation. If the physical asset's value is less than the cost of storage, the Department should pursue disposal of the item in accordance with this policy.

310.5.2 TRANSFERS

When a physical asset is transferred from one department to another, the value of the physical asset should transfer with the asset. Interdepartment transfers shall be documented through the inventory control and recordkeeping system implemented by the physical asset management plan.

310.6 LOSS, DAMAGE, OR DESTRUCTION

Loss, damage, or destruction of department physical assets shall be handled in accordance with the procedures established pursuant to this policy and the Use of Department-Owned and Personal Property Policy, as applicable.

310.7 USAGE MONITORING

Physical asset performance should be regularly monitored for functionality, utility, wear-and-tear, and cost-effectiveness. Usage monitoring of the department's physical assets should include the duration of use (e.g., daily use and number of hours in use), user satisfaction, costs of operating the asset, and the asset's contribution to employee performance and overall productivity.

310.8 MAINTENANCE

Routine maintenance of physical assets should be proactive to limit interruption of the department's daily operations. Employees should report any physical asset performance issues to a supervisor.

Maintenance requests and reports shall be recorded in the inventory control and recordkeeping system implemented by the physical asset management plan. The Executive Board or the authorized designee shall routinely evaluate maintenance expenditures to determine whether continued maintenance is beneficial.

310.9 DISPOSAL

Physical assets slated for disposal should be evaluated for salvage value (e.g., items containing reusable materials like aluminum or copper) or transferred or disposed of in accordance with the procedures established pursuant to this policy.

310.10 INVENTORY AND REPORTS

Routine inventory of physical assets should be conducted for purposes of loss control, revaluation, retagging, documenting asset movement and condition, disposition and acquisition planning, and obtaining adequate insurance coverage.

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All internal controls and inventories related to physical asset management shall be accurately documented and subject to both internal and external audit. Inventory reports should include an explanation of any discrepancies from the previous period.

All inventory documentation shall be retained and stored in accordance with the records retention schedule.

310.11 TRAINING

Members and supervisors accountable for the proper care, use, transfer, maintenance, storage, loss, and disposition of all department physical assets should receive training regarding their responsibilities under the physical asset management plan.

Purchasing and Procurement

311.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the purchasing and procurement of goods and services.

311.2 POLICY

It is the policy of the department to conduct purchasing and procurement in an efficient and cost-effective manner consistent with federal, state, and local laws, rules, and requirements in order to protect the integrity of the department and maintain public trust.

311.3 PURCHASING COORDINATOR

The [Administrator] should designate a member to coordinate department purchases. The member's responsibilities should include:

- (a) Remaining familiar with and updating agency practices in accordance with applicable federal, state, and local purchasing and procurement laws, rules, and requirements.
- (b) Obtaining authorization from the Fire Chief or the authorized designee for each purchase.
- (c) Reviewing proposed purchases to determine the most appropriate method of procurement.
- (d) If the procurement method selected is one other than competitive bidding, documenting why another method was selected.
- (e) Assisting other members involved with the purchasing and procurement of goods or services in following purchasing requirements and rules applicable to the method of procurement.
- (f) Forwarding all contracts and purchase orders to the Fire Chief or the authorized designee for review, approval, and execution.

311.4 REVIEWS

The [Administrator] should ensure that a review of purchasing and procurement activities is conducted annually to determine compliance with any applicable federal, state, and local laws, rules, and requirements.

Records Management

900.1 PURPOSE AND SCOPE

This policy provides guidelines for the management of all department documents, including those in fire stations, to ensure that department records are maintained and available as needed. This policy also provides guidance on the retention, disposition and security of records.

900.2 POLICY

It is the policy of the Graton Fire Protection District to promote the efficient and cost-effective conduct of department business by reducing the number of records in active file areas, eliminating unnecessary retention of duplicate or obsolete documents and providing for timely transfer of inactive files in compliance with legal requirements.

900.3 CUSTODIAN OF RECORDS

The Fire Chief shall appoint a Custodian of Records, who will oversee the records management program, including the records retention schedule. The Custodian of Records or the authorized designee should:

- (a) Remain familiar with the California Secretary of State Local Government Records Management Guidelines.
- (b) Identify what records the Department has, where the records are kept, the volume and how the records are used.
- (c) Maintain and update the department's records retention schedule, including:
 1. Preparing any amendments to the schedule and obtaining the necessary approvals for the amendments.
 2. Coordinating with the District district clerk to ensure all department records are properly classified and that the retention periods are appropriate for each document.
 3. Maintaining a current version of the department's records retention schedule and making it available to members for reference.
- (d) Coordinate the placement of inactive records in storage, including:
 1. Maintaining a storage inventory.
 2. Providing an annual reminder to Division Officers and section managers to review files to determine if any records should be transferred to storage.
- (e) Manage the destruction of department records, including:
 1. Annually reviewing the records retention schedule and storage inventory list to determine which records are eligible for destruction.

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2. Providing a list to Division Officers and section managers of records eligible to be destroyed.
 3. Obtaining any required approvals for the destruction of eligible records.
 4. Maintaining a list of records that have been destroyed.
- (f) Ensure confidential and other sensitive records are stored or maintained to protect the sensitive nature of the records.
- (g) Process subpoenas and requests for records as provided in the Subpoenas, the Release of Records and Public Records Act and the Patient Medical Record Security and Privacy policies.
- (h) Manage a document imaging or other process for bulky or rarely accessed records with long retention periods.
- (i) Establish rules regarding the inspection and copying of department records as reasonably necessary for the protection of such records, including:
1. Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
 2. Maintaining a schedule of fees for public records as allowed by law.
- (j) Determine how the department website may be used to post public records in accordance with Government Code § 6253.
- (k) Ensure that public records posted on the department website meet the requirements of Government Code § 6253.10 including, but not limited to, posting in an open format where a record may be retrieved, downloaded, indexed and searched by a commonly used internet search application.
- (l) Ensure that a list and description, when applicable, of enterprise systems (as defined by Government Code § 6270.5) is publicly available upon request and posted in a prominent location on the department website.

900.4 MEMBERS' RESPONSIBILITY

All members are expected to handle department records in a responsible manner and as provided in this policy.

Members are responsible to ensure that records in their control are maintained as provided in the records retention schedule.

900.5 SUPERVISORS' RESPONSIBILITIES

Supervisors at fire stations are responsible for the management of records at the fire station level. The supervisors shall ensure that all records at the fire stations are retained in accordance with this policy.

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900.6 TRAINING

The Custodian of Records should coordinate with the Training Officer to provide training regarding the records management program to the appropriate department members.

Release of Records

901.1 PURPOSE AND SCOPE

This policy establishes guidelines for the public to inspect and obtain copies of public records.

Inspection and release of records with protected health information is covered in the Patient Medical Record Security and Privacy Policy.

901.2 POLICY

It is the policy of Graton Fire Protection District that records not exempt from disclosure by state or federal law will be open for public inspection with the least possible delay and expense to the requesting party (Government Code § 6253).

901.3 INSPECTING PUBLIC RECORDS

Public records are generally open to inspection during regular business hours.

For the most efficient service, any person who wishes to inspect public records should telephone the Graton Fire Protection District to schedule an appointment.

Records that in part or whole are exempt from disclosure or require redaction will not be provided for inspection. Upon written request, a redacted copy of the record may be produced as provided in this policy.

901.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any member of the public, including the media and elected officials, may obtain copies of unrestricted records of this department by submitting a written and signed request for each record sought and paying any associated fees (Government Code § 6253).

- (a) All requests for records shall be forwarded to the Graton Fire Protection District Custodian of Records for review and disposition. Information in the request should include:
 1. A statement that information is being requested under the California Public Records Act.
 2. A clear and specific description of the record being requested, including, if possible, dates, subjects, titles, or authors of the documents requested.
 3. If requesting a waiver of fees, a description of why the requestor believes a waiver is in the public interest.
 4. Requestor contact information, including name, address, phone, fax, and e-mail.
 5. Any accommodation needed under the Americans with Disabilities Act.
- (b) The processing of requests is subject to the following limitations:
 1. All requests should be date stamped upon receipt and logged on the Public Records Act request log.

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2. The Custodian of Records or the authorized designee shall determine if the requested record is available and, if so, whether the record is exempt from disclosure.
 - (a) Either the requested record or the reason for nondisclosure will be provided promptly but no later than 10 days from the date of request, unless unusual circumstances preclude doing so.
 - (b) If more time is needed, an extension of up to 14 additional days may be authorized by the Fire Chief or the authorized designee.
 - (c) If an extension is authorized, the Custodian of Records shall provide written notice of the extension to the requesting party (Government Code § 6253(c)).
3. The Department is not required to create records that do not otherwise exist in order to accommodate a request for information or records.
4. If the Custodian of Records or the authorized designee determines the requested records should be disclosed, the records will be made available as soon as reasonably practicable.
5. If the record requested is available on the department website, the requester may be directed to the location on the website where the record is posted. If the requester is unable to access or reproduce the record, a copy of the record shall be provided promptly (Government Code § 6253).
6. Each page of any record released should be stamped in colored ink with the official department stamp and should identify the individual to whom the record was released.
7. Released records shall be logged on the Public Records Act request log.

901.5 RECORDS IN ELECTRONIC FORMAT

Upon request, the Department shall make available any public record in any electronic format in which the Department holds the information or in the format requested if the format has been used by the Department to create copies for its own use or for other agencies. The Department may not provide the records only in electronic format unless specifically asked by the requestor (Government Code § 6253.9(e))

901.6 FEES

A copy of a requested public record not exempt from disclosure shall be made available upon payment of fees established by the Graton Fire Protection District governing body (Government Code § 6253(b)).

The Custodian of Records may exercise discretion to waive all or part of the fee if the requestor demonstrates that a waiver is in the public interest.

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901.6.1 FEES FOR RECORDS IN ELECTRONIC FORMAT

The requestor shall bear the direct costs of duplication to produce a copy of a record in an electronic format and shall also bear the programming costs involved to construct a record and any computer services necessary if the request for electronic records is either (Government Code § 6253.9):

- (a) For a record that is produced only at specific scheduled intervals.
- (b) For a record that requires data compilation, extraction, or programming.

901.7 RELEASE RESTRICTIONS

In balancing the public's right to access public records, the statutory individual right of privacy and the need for the Graton Fire Protection District to be able to efficiently perform its duties, the Legislature has established certain categories of records that may be exempt from public disclosure. A complete list of statutory exemptions is found in the California Public Records Act. Absent a valid court order or other statutory authority, the Public Records Act exempts certain records from disclosure in whole or part. Those pertaining to the Graton Fire Protection District include but are not limited to the following (Government Code § 6254):

- (a) Preliminary drafts, notes, or interagency or intra-agency memoranda that are not retained by the Graton Fire Protection District in the ordinary course of business, provided that the public interest in withholding such records clearly outweighs the public interest in disclosure. If a draft contains facts and recommendations, the facts must be disclosed but the recommendations may be withheld.
- (b) Records pertaining to pending litigation to which the Graton Fire Protection District is a party or to claims made, but only until such litigation or claim has been finally adjudicated or otherwise settled. The complaint, claim, records filed in court, records that pre-date the suit, reports about projects or activities that ended in litigation, and settlement records are subject to disclosure.
- (c) Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy.
 - 1. Home addresses, home telephone numbers, personal cellular telephone numbers, and birth dates of members are exempt from disclosure except in certain circumstances as provided in Government Code § 6254.3.
- (d) Records of complaints to or investigations conducted by the Graton Fire Protection District for law enforcement purposes.
- (e) Attorney-client discussions are confidential.
- (f) Test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examinations.
- (g) Contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the Graton Fire Protection District relative to the acquisition of property or to prospective public supply and construction contracts, until all of the property has been acquired or all contract agreements executed.

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- (h) Records whose disclosure is exempt or prohibited pursuant to provisions of federal or state law, including but not limited to provisions of the Evidence Code relating to privilege.
- (i) Records that relate to archeological site information.

The Graton Fire Protection District retains the discretion to claim an exemption from public disclosure for any record that does not qualify for a specific exemption under the Public Records Act when the Graton Fire Protection District determines that the public interest served by not making the record public clearly outweighs the public interest served by disclosure.

Records subject to exemption may nevertheless be made available for inspection if waiving the exemption will serve the public interest, as determined by the Graton Fire Protection District on a case-by-case basis. However, the Graton Fire Protection District's determination to disclose a record, which may otherwise be exempt from disclosure, does not constitute a waiver with respect to any other records (Government Code § 6254.5).

When the Custodian of Records determines that a record is exempt and disclosure should be denied, the Custodian of Records should contact legal counsel for the Department for further guidance. If legal counsel concurs with denying disclosure of the record, the Custodian of Records shall log the denial on the Public Records Act request log and provide a summary of the denial, in writing, to the Fire Chief.

901.8 RELEASED RECORDS TO BE MARKED

Each page of any record released pursuant to this policy should be stamped in a colored ink or otherwise electronically marked to indicate the department name and to whom the record was released.

Subpoenas

902.1 PURPOSE AND SCOPE

The purpose of this policy is to establish procedures for receiving, processing and responding to summons and subpoenas to appear or to produce records or evidence.

902.1.1 DEFINITIONS

Definitions related to this policy include:

Subpoena - A time sensitive court order requiring a person or entity to appear at a particular time and place to testify as a witness at a deposition, trial or hearing and/or to provide documents, records or evidence in a legal proceeding.

Subpoena duces tecum - A time sensitive court order requiring a person to produce in court specific documents or evidence.

Subpoena/Summons Request (SSR) log - The department log documenting the receipt of each subpoena or summons delivered to the Department, and that includes the document's source, the date received and the date of response to a request to produce documents or delivery to a member.

902.2 POLICY

It is the policy of the Graton Fire Protection District to make reasonable efforts to comply with valid subpoena requests for records or evidence and personal appearances and to cooperate with court processes.

902.3 PROCEDURE

All subpoenas should be directed to the Custodian of Records or the authorized designee.

902.3.1 CUSTODIAN OF RECORDS

The Custodian of Records and any authorized designees should receive training in proper intake and processing of subpoenas. Members not designated by the Custodian of Records and properly trained are not authorized to accept subpoenas for department records.

If the Custodian of Records determines that a subpoena or a request for public records involves a request for a confidential record or relates to pending litigation against the Department or District, the request should be promptly brought to the attention of the Fire Chief and legal counsel for the Department.

902.3.2 SUBPOENAS FOR RECORDS

Subpoenas for records shall be date-stamped and logged on the subpoena/summons request (SSR) log.

The Custodian of Records will consult with the department privacy officer regarding any request for medical records. The Custodian of Records or the authorized designee will only produce the

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requested records as provided in this policy and the Patient Medical Record Security and Privacy Policy.

A Declaration of Records shall be prepared, signed, copied and attached to the records provided in response to a subpoena (Evidence Code § 1271; Evidence Code § 1561). The Custodian of Records shall make reasonable efforts to produce the requested records, or provide a response noting the lack of records, by the date specified in the subpoena.

The Department is entitled to recoup any reasonable costs incurred in production of business records in response to a subpoena duces tecum. The Custodian of Records should provide a statement reflecting the assessment of these reasonable costs and require payment at the time subpoenaed records are delivered.

902.3.3 CIVIL SUBPOENAS FOR DEPOSITION OR NOTICE TO APPEAR

Upon receipt of a civil subpoena for a deposition or notice to appear, the Custodian of Records shall date-stamp and log the subpoena on the SSR log.

The Custodian of Records shall ensure timely delivery of the subpoena to the identified member, noting on the log the date and time it was accepted. The receiving member should acknowledge receipt by signing and dating the log.

No subpoena for a member of this department as a witness in a civil action should be accepted unless it is accompanied by the statutory fee of \$275 for each day the member's appearance is required pursuant to the subpoena (Government Code § 68097.2).

Members shall notify their Duty Officer of receipt of a subpoena. Members should contact the attorney issuing the subpoena to confirm the date and time of appearance or to confirm an on-call status. The member shall comply with all instructions on the subpoena and monitor the status of all required appearances to ensure compliance with judicial process. In the event a member will be unavailable to respond to a subpoena, the member shall promptly notify the attorney issuing the subpoena and the member's Duty Officer.

Members who are deposed will request a copy of the transcript.

902.3.4 ON-CALL SUBPOENAS

Upon receipt of a subpoena and after contacting the issuing attorney, a member may make arrangements with the issuing attorney to be placed in an on-call status.

The subpoenaed member shall promptly notify his/her supervisor of the subpoena and any on-call status and make arrangements regarding any potential scheduling conflicts, potential overtime compensation or other follow-up required to coordinate on-call appearance status.

902.3.5 CRIMINAL SUBPOENAS

Upon receipt of a criminal subpoena related to department business, the member shall promptly notify the Duty Officer of his/her appearance and contact legal counsel if he/she has any questions.

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902.3.6 CIVIL SUBPOENAS UNRELATED TO OFFICIAL DEPARTMENT BUSINESS

Members served with or receiving subpoenas for civil matters unrelated to their department duties shall comply with the requirements of the subpoena. Members are not entitled to compensation for any such appearance or deposition and arrangements for time off should be coordinated with their supervisor.

902.3.7 WORKER'S COMPENSATION

A copy of any subpoena for a matter related to workers' compensation shall be promptly provided to the Administration and/or the risk manager.

902.4 RESPONSIBILITIES

902.4.1 MEMBERS

Members subpoenaed to appear in court for any department-related reason or who are subpoenaed to produce records or evidence shall:

- (a) Document the date, time and manner of receipt.
- (b) Promptly contact the Custodian of Records and provide the Custodian with a copy of the subpoena.
- (c) Make arrangements through the Custodian of Records to obtain any related reports or information.
- (d) Notify their supervisor of the subpoena.
- (e) Contact counsel for the Department for any necessary guidance.

Employees who are subpoenaed to testify about department-related matters shall receive their normal wages. Any witness fees provided to an on-duty employee shall be promptly transmitted to the Department. Members shall coordinate any scheduled appearances with their company officer to ensure minimization of any appearances requiring the payment of overtime.

Employees subpoenaed to testify about non work-related matters shall be permitted to take time off to testify but are not entitled to receive wages. Employees shall be entitled to use vacation, personal leave or compensatory time off for the time they will be away from work.

Members appearing in court or appearing for court-related functions such as depositions shall appear for court or other judicial proceedings in uniform or conservative business attire.

Any questions regarding this policy or its requirements shall be promptly directed to a supervisor or department legal counsel.

902.4.2 SUPERVISORS

Supervisors should monitor the schedules of members who have been served subpoenas requiring their appearance to ensure appropriate shift coverage and compensation for the subpoenaed member.

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Supervisors shall not intentionally adjust a member's duty schedule for the purpose of creating overtime.

902.5 TESTIFYING AGAINST THE INTEREST OF THE DISTRICT

Any member who has been subpoenaed to testify, has agreed to testify or who anticipates testifying or providing information on behalf of, or at the request of, any party other than the state, any city, county or any of their officers, agents or employees in which any of those entities or persons are parties to the litigation, will promptly notify his/her supervisor. The supervisor shall notify the Fire Chief, prosecuting attorney in a criminal case and the department's legal counsel, as may be indicated by the case.

(a) This requirement includes:

1. Providing testimony or information for the defense in any criminal trial or proceeding.
2. Providing testimony or information for the plaintiff in a civil proceeding against any city, county or their officers, agents or employees.
3. Providing testimony or information on behalf of, or at the request of, any party other than any city, county or District official in any administrative proceeding, including, but not limited to, personnel and/or disciplinary matters.

902.6 RECEIPT AND PROCESSING OF A SUMMONS

Upon receipt of a summons and complaint in a matter related to department business, the member shall document the date, time and manner of receipt and promptly notify his/her supervisor and contact legal counsel for the Department.

902.7 JURY DUTY

If a member receives a summons for jury duty and it falls on an on-duty day, the member shall promptly notify his/her supervisor. Members shall be granted leave for jury duty for the hours required by the court.

The member should obtain a jury duty excuse form from the court and present the document to his/her supervisor upon returning to work.

Patient Medical Record Security and Privacy

903.1 PURPOSE AND SCOPE

The purpose of this policy is to establish appropriate administrative, technical, and physical safeguards for patient medical records and to provide reasonable safeguards against prohibited uses and disclosures of protected health information (PHI) in accordance with federal and state law, to include the following:

- Health Insurance Portability and Accountability Act (HIPAA) (42 USC § 201 et seq.)
- California Confidentiality of Medical Information Act (CMIA) (Civil Code § 56 et seq.)
- Health and Safety Code § 1797.220
- Health and Safety Code § 1798

903.1.1 DEFINITIONS

Definitions related to this policy include:

Health information - Any information, whether oral or recorded in any form or medium, that is created or received by the Department and relates to a person's past, present, or future physical or mental health or condition, or past, present, or future payment for the provision of health care to a person (45 CFR 160.103).

Individually identifiable health information - Health information, including demographic information, created or received by the Department that relates to an individual's past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to an individual that can either identify the individual or provide a reasonable basis to believe the information can be used to identify the individual (45 CFR 160.103).

Limited data set - PHI that excludes the following direct identifiers of an individual or of relatives, employers, or household members of the individual (45 CFR 164.514(e)):

- Names
- Postal address information, other than town or city, state, and zip code
- Telephone or fax numbers
- Email addresses
- Social Security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate or license numbers

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- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers, including finger and voice prints
- Full-face photographic images and/or any comparable images

Patient medical records - Department records or data containing any information identifying a patient.

Protected health information (PHI) - Individually identifiable health information that is created or received by the Department. Information is protected whether it is in writing, in an electronic form, or communicated orally (45 CFR 160.103).

Protected personal information (PPI) - Information that includes but is not limited to PHI, pictures or other forms of voice or image recording, patient address, telephone numbers, Social Security number, date of birth, age, or any other information that could be reasonably used to uniquely identify the patient or that could result in identity theft if released for unauthorized purposes or to unauthorized personnel.

903.2 POLICY

It is the policy of the Department to reasonably safeguard PHI and comply with the HIPAA and the implementing regulations through the use of policy and procedures, system access security and passwords, and limited physical access to hard copy files (45 CFR 164.530(c)).

903.3 RESPONSIBILITIES

Members shall protect the security, confidentiality, and privacy of all patient medical records in their custody at all times.

Possessing, releasing, or distributing PPI, including for unauthorized purposes, is prohibited and may violate the HIPAA and/or other applicable laws. Members who have not received department training on the proper handling of these records shall not access patient medical records.

Members with occupational access to patient medical records shall be trained in the proper handling of PHI in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Training Policy and shall reasonably ensure that no unauthorized person shall have access to PHI without the valid authorization of the patient, except as provided by law (45 CFR 164.530(b); 45 CFR 164.512; Welfare and Institutions Code § 5328(24)).

903.4 PRIVACY OFFICER

The Fire Chief shall designate a privacy officer who is responsible for all matters relating to the privacy of patient medical information, including PHI. The privacy officer shall (45 CFR 164.530):

- (a) Identify who may have access to PPI and PHI.

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- (b) Resolve complaints under the HIPAA.
- (c) Mitigate to the extent practicable any harmful effects known to the Department regarding any use or disclosure of PHI in violation of this policy or the HIPAA regulations.
- (d) Ensure members are trained in the proper handling of PHI in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Training Policy.
- (e) Ensure technical and physical safeguards are implemented to maintain security and confidentiality of PHI and to allow access to PHI only to those persons or software programs that have been granted access rights.

903.5 PROCEDURE

Records containing PHI or PPI, including Pre-Hospital Care Reports (PCRs), shall be kept out of view unless the report is being completed during an incident, during input of information into the National Fire Incident Reporting System (NFIRS), or during processing or review at Graton Fire Protection District facilities by authorized personnel (45 CFR 164.530(c)).

903.6 SECURITY

All patient records containing PHI or PPI shall be kept secure at all times whether the record is in written, verbal, electronic, or any other visual or audible format (45 CFR 164.306(a)).

Documents provided by a patient or caregiver will receive the same level of confidentiality and security as department records during the time department personnel retain possession of the documents.

No patient record, including documents and electronic images containing PHI, shall be visible to the public.

903.6.1 ELECTRONIC PHI SECURITY

All computer workstations and servers within the Department shall require appropriate security measures, such as user identification and login passwords, to access electronic documents, including electronic PHI (45 CFR 164.308(a)(5)).

Members with access to electronic data shall lock their workstations when left unattended and shall shut down their workstations when leaving for the day to prevent unauthorized access to electronic PHI (45 CFR 164.310; 45 CFR 164.312).

Remote access to department computer workstations requires that appropriate security measures be provided for access to PHI (45 CFR 164.312).

PHI may be transmitted electronically, provided the transmission occurs through a secure process that allows end-to-end authentication and the recipient is authorized to receive the information. Electronic transmission consists of email, file transfer protocol, internet web posting, and any configurable data stream. End-to-end authentication is accomplished when the electronic referral

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does not leave a secure network environment and the recipient is known, or when encryption and authentication measures are used between sender and recipient, thus verifying full receipt by the recipient. Any electronic PHI traveling outside a secure network environment, via the internet, requires encryption and authentication measures (45 CFR 164.312(e)).

903.6.2 HARD COPIES

Hard copies of PCRs shall be kept in a secured area when unattended by authorized personnel. An area of the Department is considered unattended when members are physically outside of the area and unable to maintain record security. This includes but is not limited to breaks, lunch, and meetings outside the Department.

Hard copies of PCRs should be stored in a locked area whenever practicable for ease of record retention and retrieval.

Patient records shall not be removed from the Department without express authorization from the Custodian of Records.

903.7 PHI RECORD REQUESTS

The following procedures apply to PHI record requests:

- (a) Requests and subpoenas for copies of patient records shall be processed by the Custodian of Records.
- (b) The Custodian of Records or the authorized designee shall not release records containing PHI without a properly completed authorization to release medical records that is signed by the patient or legal representative of the patient.
 1. Verification that the person completing the authorization is the patient or the legal representative of the patient shall be made with government-issued identification and documentation (45 CFR 164.508(c)).
- (c) Unless the request for records is from the patient or the parent of a minor patient, PHI shall be redacted from the record. A photocopy of the record shall be distributed to the requestor.
- (d) Requests for records via a valid subpoena do not require that PHI be redacted.
- (e) Fulfilled records requests shall be placed in a sealed envelope for release to the requestor.
- (f) A full copy of the valid subpoena or authorization to release medical records form shall be maintained in the file with the PCR.

903.7.1 PROHIBITED DISCLOSURES OF PHI AND PPI

The Department shall not use or disclose PHI or PPI without authorization. Prohibited disclosures include any form of communication, except as permitted in this policy, including but not limited to (45 CFR 160.103):

- (a) PHI or PPI contained in email or other forms of written communication.
- (b) Sharing of PHI or PPI on any website, blog, or other form of social or public media.

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- (c) Verbal discussions.
- (d) The use of any imaging device capable of capturing and storing still or moving images, such as digital or other cameras, video cameras, cellular telephones with picture-taking or video-recording capability, or any other device with picture-taking or video-recording capability, while engaged in patient care, while at the scene of a medical emergency or hospital, or at any time when such use could reasonably be expected to result in the inappropriate capture of PHI or PPI.

903.7.2 PERMITTED DISCLOSURES OF PHI AND PPI

The Custodian of Records may release records containing PHI or PPI without authorization from the patient under any of the following circumstances:

- (a) For the department's use to carry out treatment, payment, or health care operations (45 CFR 164.506)
- (b) Where the PHI is requested pursuant to a valid subpoena or court order (45 CFR 164.512(e))
- (c) Where the PHI is part of a limited data set (45 CFR 164.514(e))
- (d) Where the PHI is used for public health activities authorized by law, including when the information is necessary to report child abuse or neglect (45 CFR 164.512(b))
- (e) Where the PHI is disclosed to a government authority because the person is believed to be a victim of abuse, neglect, or domestic violence (45 CFR 164.512(c))
- (f) To law enforcement as provided in this policy (45 CFR 164.512(f))
- (g) Where the Department believes that disclosure of the information is necessary to avert a serious threat to the health or safety of a person or the public (45 CFR 164.512(j))
- (h) Where the PHI is required for workers' compensation purposes (45 CFR 164.512(l))

903.7.3 REQUIRED DISCLOSURES

The Department must disclose PHI when:

- (a) The PHI is requested by and provided to the individual to whom the PHI belongs (45 CFR 164.502(a)(2)).
- (b) The information is required by the U.S. Secretary of Health and Human Services to investigate compliance with HIPAA (45 CFR 164.502(a)(2)).

903.7.4 SUBPOENAS

Records containing PHI or PPI will be disclosed only if one of the following is present (45 CFR 164.512(e)(1)):

- (a) A court order or subpoena signed (or stamped) by a judge that requires no additional assurances or notification to the individual whose records are requested.
- (b) A subpoena or discovery order signed by an attorney which requires additional proof of service that written notification has been given to the individual whose records are requested. In such a case, the subpoena or discovery order must be accompanied by one of the following:

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1. A qualified protective order.
2. A notice to consumer (Code of Civil Procedure § 1985.3) or a declaration by the requesting party showing that reasonable efforts have been made to ensure that notice has been provided to the individual whose records are being requested.
 - (a) No records relating to the person named in the notice will be produced until the time to respond to the notice has lapsed and no objections to the production of the materials requested have been made. If a notice to consumer is not provided, the declaration must establish that:
 1. The requesting party has made a good faith effort to provide written notice to the individual.
 2. The notice includes sufficient information about the litigation or proceeding for which the PHI is requested to allow the individual to raise an objection.
 3. The time for the individual to raise objections to the court or tribunal has elapsed.
 4. No objections were filed or all objections have been resolved.
 - (b) In lieu of a declaration, records may be released if there is a court order or a stipulation by the parties to the litigation that both (45 CFR 164.512(e)(1)(v)):
 1. Prohibits the parties from using or disclosing the PHI for any purpose other than the litigation or proceeding for which such information was requested.
 2. Requires the return to the Department or destruction of the PHI (including all copies made) at the end of the litigation or proceeding.

903.7.5 RELEASE OF PHI TO LAW ENFORCEMENT

The release of PHI to a law enforcement agency is permitted under the following circumstances:

- (a) In response to a law enforcement officer who completes the department's release of PHI to law enforcement form and requires the PHI (45 CFR 164.512(f)(1)):
 1. To report certain types of wounds or other physical injuries.
 2. In compliance with a court order or court-ordered warrant, subpoena, or summons, a grand jury subpoena, or an administrative request.
- (b) In response to a law enforcement officer who completes the department's release of PHI to law enforcement form for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person. In such a case, the Department may only disclose the following PHI (45 CFR 164.512(f)(2)):
 1. Name and address
 2. Date and place of birth
 3. Social Security number

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4. ABO blood type and Rh factor
5. The character and extent of injuries
6. Date and time of treatment
7. Date and time of death, if applicable
8. A description of distinguishing physical characteristics

903.8 INDIVIDUAL RIGHTS

The privacy officer is responsible for ensuring the Department complies with all of the following rights of patients:

- (a) The right to request restrictions on certain uses and disclosures of PHI (45 CFR 164.522(a))
- (b) The right to receive their PHI confidentially (45 CFR 164.522(b))
- (c) The right to inspect and copy their PHI (45 CFR 164.524)
- (d) The right to request amendments to their PHI (45 CFR 164.526)
- (e) The right to receive an account of disclosures of PHI (45 CFR 164.528)

903.8.1 PHI AMENDMENT REQUESTS

Patients have the right to review their PHI records and, if necessary, request that amendments be made. A patient must make a request in writing to have his/her medical record amended. Included in the request must be the patient's account of the incident and what specific amendment is being requested (45 CFR 164.526(b)(1)).

The privacy officer has the authority to deny the request for amendment where the PHI (45 CFR 164.526(a)(2)):

- (a) Was not created by the Department.
- (b) Is not part of the designated record.
- (c) Is not available for inspection by the requestor pursuant to 45 CFR 164.524.
- (d) Is accurate and complete.

Within 60 days of receipt of the request for amendment, the privacy officer must provide the basis for its denial in writing or, in the case that the request is approved, provide notice of approval (45 CFR 164.526(b)(2)).

The time for response may be extended for up to 30 days with a written statement to the requestor identifying the reasons for the delay and the date by which the action will be completed (45 CFR 164.526(b)(2)).

Discriminatory Harassment

1102.1 PURPOSE AND SCOPE

The purpose of this policy is to prevent department members from being subjected to discriminatory harassment, including sexual harassment and retaliation (Government Code § 12940(k); 2 CCR 11023). Nothing in this policy is intended to create a legal or employment right or duty that is not created by law.

1102.2 POLICY

The Graton Fire Protection District is an equal opportunity employer and is committed to creating and maintaining a work environment that is free of all forms of discriminatory harassment, including sexual harassment and retaliation. The Department will not tolerate discrimination against a member in hiring, promotion, discharge, compensation, fringe benefits, and other privileges of employment. The Department will take preventive and corrective action to address any behavior that violates this policy or the rights and privileges it is designed to protect.

The nondiscrimination policies of the Department may be more comprehensive than state or federal law. Conduct that violates this policy may not violate state or federal law but still could subject a member to discipline.

1102.3 DEFINITIONS

Definitions related to this policy include:

1102.3.1 DISCRIMINATION

The Department prohibits all forms of discrimination, including any employment-related action by a member that adversely affects an applicant or member and is based on actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law.

Discriminatory harassment, including sexual harassment, is verbal or physical conduct that demeans or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may, under certain circumstances, constitute discriminatory harassment can include making derogatory comments; making crude and offensive statements or remarks; making slurs or off-color jokes; stereotyping; engaging in threatening acts; making indecent gestures, pictures, cartoons, posters, or material; making inappropriate physical contact; or using written material or department equipment and/or systems to transmit or receive offensive material, statements, or pictures. Such conduct is contrary to department policy and to a work environment that is free of discrimination.

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1102.3.2 RETALIATION

Retaliation is treating a person differently or engaging in acts of reprisal or intimidation against the person because the person has engaged in protected activity, filed a charge of discrimination, participated in an investigation, or opposed a discriminatory practice. Retaliation will not be tolerated.

1102.3.3 SEXUAL HARASSMENT

The Department prohibits all forms of discrimination and discriminatory harassment, including sexual harassment. It is unlawful to harass an applicant or a member because of that person's sex.

Sexual harassment includes but is not limited to unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature when:

- (a) Submission to such conduct is made either explicitly or implicitly as a term or condition of employment, position, or compensation.
- (b) Submission to, or rejection of, such conduct is used as the basis for any employment decisions affecting the member.
- (c) Such conduct has the purpose or effect of substantially interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment.

1102.3.4 ADDITIONAL CONSIDERATIONS

Discrimination and discriminatory harassment do not include actions that are in accordance with established rules, principles, or standards, including:

- (a) Acts or omission of acts based solely upon bona fide occupational qualifications under the Equal Employment Opportunity Commission and the California Fair Employment and Housing Council guidelines.
- (b) Bona fide requests or demands by a supervisor that the member improve the member's work quality or output, that the member report to the job site on time, that the member comply with District or department rules or regulations, or any other appropriate work-related communication between supervisor and member.

1102.4 RESPONSIBILITIES

This policy applies to all department members who shall follow the intent of these guidelines in a manner that reflects department policy, professional standards, and the best interest of the Graton Fire Protection District and its mission.

Members are encouraged to promptly report any discriminatory, retaliatory, or harassing conduct or known violations of this policy to a supervisor. Any member who is not comfortable with reporting violations of this policy to the member's immediate supervisor may bypass the chain of command and make the report to a higher-ranking supervisor or manager. Complaints may also be filed with the Fire Chief or the Board of Directors.

Any member who believes, in good faith, that the member has been discriminated against, harassed, or subjected to retaliation, or who has observed harassment, discrimination, or

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retaliation, is encouraged to promptly report such conduct in accordance with the procedures set forth in this policy.

Supervisors and managers receiving information regarding alleged violations of this policy shall determine if there is any basis for the allegation and shall proceed with a resolution as stated below.

1102.4.1 QUESTIONS OR CLARIFICATION

Members with questions regarding what constitutes discrimination, sexual harassment, or retaliation are encouraged to contact a supervisor, a manager, the Fire Chief, the Board of Directors, or the California Department of Fair Employment and Housing (DFEH) for further information, direction, or clarification (Government Code § 12950).

1102.4.2 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors and managers shall include but are not limited to:

- (a) Continually monitoring the work environment and striving to ensure that it is free from all types of unlawful discrimination, including harassment or retaliation.
- (b) Taking prompt, appropriate action within their work units to avoid and minimize the incidence of any form of discrimination, harassment, or retaliation.
- (c) Ensuring that their subordinates understand their responsibilities under this policy.
- (d) Ensuring that members who make complaints or who oppose any unlawful employment practices are protected from retaliation and that such matters are kept confidential to the extent possible.
- (e) Making a timely determination regarding the substance of any allegation based upon all available facts.
- (f) Notifying the Fire Chief in writing of the circumstances surrounding any reported allegations or observed acts of discrimination, harassment, or retaliation no later than the next business day.

1102.4.3 SUPERVISOR'S ROLE

Supervisors and managers shall be aware of the following:

- (a) Behavior of supervisors and managers should represent the values of the Department and professional standards.
- (b) False or mistaken accusations of discrimination, harassment, or retaliation can have negative effects on the careers of innocent members.

Nothing in this section shall be construed to prevent supervisors or managers from discharging supervisory or management responsibilities, such as determining duty assignments, evaluating or counseling members, or issuing discipline, in a manner that is consistent with established procedures.

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1102.5 INVESTIGATION OF COMPLAINTS

Various methods of resolution exist. During the pendency of any such investigation, the supervisor of the involved member should take prompt and reasonable steps to mitigate or eliminate any continuing abusive or hostile work environment. It is the policy of the Graton Fire Protection District that all complaints of discrimination, retaliation, or harassment shall be fully documented, and promptly and thoroughly investigated.

1102.5.1 SUPERVISOR RESOLUTION

Members who believe they are experiencing discrimination, harassment, or retaliation should be encouraged to inform the individual that the behavior is unwelcome, offensive, unprofessional, or inappropriate. However, if the member feels uncomfortable or threatened or has difficulty expressing the member's concern, or if this does not resolve the concern, assistance should be sought from a Chief Officer

1102.5.2 FORMAL INVESTIGATION

If the complaint cannot be satisfactorily resolved through the supervisory resolution process, a formal investigation will be conducted.

The person assigned to investigate the complaint will have full authority to investigate all aspects of the complaint. Investigative authority includes access to records and the cooperation of any members involved. No influence will be used to suppress any complaint and no member will be subject to retaliation or reprisal for filing a complaint, encouraging others to file a complaint, or for offering testimony or evidence in an investigation.

Formal investigation of the complaint will be confidential to the extent possible and will include but is not limited to details of the specific incident, frequency and dates of occurrences, and names of any witnesses. Witnesses will be advised regarding the prohibition against retaliation, and that a disciplinary process, up to and including termination, may result if retaliation occurs.

Members who believe they have been discriminated against, harassed, or retaliated against because of their protected status are encouraged to follow the chain of command but may also file a complaint directly with the Fire Chief or the Board of Directors.

1102.5.3 ALTERNATIVE COMPLAINT PROCESS

No provision of this policy shall be construed to prevent any member from seeking legal redress outside the Department. Members who believe that they have been harassed, discriminated against, or retaliated against are entitled to bring complaints of employment discrimination to federal, state, and/or local agencies responsible for investigating such allegations. Specific time limitations apply to the filing of such charges. Members are advised that proceeding with complaints under the provisions of this policy does not in any way affect those filing requirements.

1102.6 DOCUMENTATION OF COMPLAINTS

All complaints or allegations shall be thoroughly documented on the appropriate forms and in a manner designated by the Fire Chief. The outcome of all reports shall be:

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- (a) Approved by the Fire Chief, depending on the ranks of the involved parties.
- (b) Maintained in accordance with the established records retention schedule.

1102.6.1 NOTIFICATION OF DISPOSITION

The complainant and/or victim will be notified in writing of the disposition of the investigation and the actions taken to remedy or address the circumstances giving rise to the complaint.

1102.7 COMPLAINT PROCEDURE

1. Any Member, Trainee or Cadet who has been subjected to harassment should contact his/her immediate superior or the Fire Chief immediately after the incident.
2. Upon receipt of the complaint, the Fire Chief or his/her designee will conduct an investigation, including contacting the person who allegedly engaged in the harassment, inform him/her of the basis of the complaint and give the individual the opportunity to respond in writing within seven (7) calendar days of being contacted by the Fire Chief
3. The Fire Chief or his/her designee may hire an outside investigator based on the nature of the complaint. This will extend the timeline of the process beyond the seven (7) calendar days.
4. Upon completion of the investigation, including the receipt of any response by the alleged harasser the Fire Chief will determine whether harassment has occurred. Both parties will be notified of the Fire Chief's determination in writing within fourteen (14) calendar days after completion of the investigation.
5. If it is determined that harassment has occurred, appropriate disciplinary action up to and including dismissal may be taken. The disciplinary action will be determined by the severity and/or frequency of the offense, in accordance with these Policies and Procedures.
6. Previous acts may be considered in the disciplinary proceedings.
7. If the Fire Chief is named as the accused Member, the Board of Directors shall act in the capacity of the Fire Chief, to investigate the matter and issue its determination.

1102.8 TRAINING

All new members shall be provided with a copy of this policy as part of their orientation. The policy shall be reviewed with each new member. The member shall certify by signing the prescribed form that the member has been advised of this policy, is aware of and understands its contents, and agrees to abide by its provisions during the member's term with the Department.

All members shall receive annual training on the requirements of this policy and shall certify by signing the prescribed form that they have reviewed the policy, understand its contents, and agree that they will continue to abide by its provisions.

1102.8.1 STATE-REQUIRED TRAINING

The Training Officer should ensure that employees receive the required state training and education regarding sexual harassment, prevention of abusive conduct, and harassment based

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on gender identity, gender expression, and sexual orientation as follows (Government Code § 12950.1; 2 CCR 11024):

- (a) Supervisory employees shall receive two hours of classroom or other effective interactive training and education within six months of assuming a supervisory position.
- (b) All other employees shall receive one hour of classroom or other effective interactive training and education within six months of their employment or sooner for seasonal or temporary employees as described in Government Code § 12950.1.
- (c) All employees shall receive refresher training every two years thereafter.

If the required training is to be provided by the DFEH online training courses, the Training Officer should ensure that employees are provided the website address to the training course: www.dfeh.ca.gov/shpt (Government Code § 12950; 2 CCR 11023).

1102.8.2 TRAINING RECORDS

The Training Officer shall be responsible for maintaining records of all discriminatory harassment training provided to members. Records shall be retained in accordance with established records retention schedules and for a minimum of two years (2 CCR 11024).

1102.9 REQUIRED POSTERS

The Department shall display the required poster regarding discrimination, harassment, and transgender rights in a prominent and accessible location for members (Government Code § 12950).

Conduct and Behavior

1103.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines to prevent activities or behaviors that may lead to disciplinary actions or dismissal.

1103.2 POLICY

It is the policy of this department that its members strive to attain the highest professional standard of conduct and discharge their duties in a courteous and professional manner.

1103.3 DEFINITIONS

Members-Members of the Department consist of the Officers, Engineers, and Firefighters. Trainees and Cadets are considered to be Probationary Members. For simplicity, Trainees and Cadets are referred to as Members in this section.

Officers-The Officers of the Department consist of the Fire Chief, Deputy Chief, Assistant Chiefs, and Captains.

1103.4 RESIDENCY AND AGE REQUIREMENTS

1. Members must reside or work within the Graton Fire Protection District unless otherwise approved by the Fire Chief.
2. Members must be at least 18 years of age unless in the Cadet program, or otherwise approved by the Board.

1103.5 PROFESSIONAL CONDUCT

All members should be governed by the ordinary and reasonable rules of behavior observed by law-abiding and self-respecting citizens, and should conduct themselves at all times in such manner as to reflect favorably on the Department. Conduct unbecoming a member shall include that which discredits the Department or the person as a member of the Department or which impairs the operation or efficiency of the Department or its members.

All members should conduct themselves in a manner that will not impair the good order and discipline of the Department. Members should not, while on-duty, indulge in offensive, obscene or uncivil language, verbal or physical altercations or threats thereof or conduct which might cause injury to another person.

All Members shall obey the orders of their superior Officers or Incident Commander. Refusing to obey orders may result in suspension or discharge from the Department, or other disciplinary actions, as determined by the Fire Chief.

All members of the Department should be familiar with the expected standard of behavior, both on- and off-duty.

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Pursuant to the District's Alcohol and Drug Free Policy, no open alcoholic beverages or other controlled substances shall be allowed on District property nor shall they be allowed on the scene of any fire, medical or other incident to which the Department is dispatched. No Member will be under the influence of intoxicating liquor or drugs while participating in any drill, meeting, fire, medical or other incident.

Officers and Engineers shall set an example for other members and are responsible to ensure that their activities and decisions pertaining to the operations of the District are consistent with the following; all policies, common sense, and high moral standards.

Take every opportunity to help one another develop into a team.

Disregard for general safety rules will not be tolerated.

If a member of your team is having difficulties, take the initiative to help him/her.

Offer your help to anyone doing anything. One person works, all work.

Demonstrate compassion and caring for everyone we serve and everyone you serve with.

Have a positive outlook.

Suggest positive solutions to encountered problems.

Have integrity and display ethical behavior.

Exhibit exceptional personal hygiene. Keep clean. Maintain head and facial hair that does not interfere with duties and OSHA standards.

1103.6 INTERACTION WITH THE PUBLIC

In the performance of their duties, members should be courteous to the public and tactful. They should control their tempers, exercise reasonable patience and discretion, and should not engage in any argumentative discussions even when provoked.

In the performance of their duties, members should not use coarse, violent, profane, or insolent language or gestures, and should not express prejudice or discrimination (Government Code § 12940 et seq.).

1103.7 COURTESY TO MEMBERS

Members should be courteous and respectful in their relations with all members of the Department. Members shall not use coarse, violent, profane, or insolent language or gestures, and shall not express prejudice or discrimination (Government Code § 12940 et seq.).

1103.8 CONFORMANCE TO LAWS

Members shall obey all laws of the United States and of any state and local jurisdiction in which the member is present.

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1103.9 DEROGATORY OR MALICIOUS STATEMENTS

Members should not be a party to any malicious gossip, report or activity which would tend to disrupt department morale or bring discredit to the Department or any member thereof. Member questions concerning department policy, activities, officers and/or safety issues shall be submitted by official written communication to the member's immediate supervisor.

1103.10 POLITICAL ACTIVITY

Members should not engage in political activities of any kind while on-duty. Members are also prohibited from engaging in any political activity off-duty while wearing any uniform items or equipment that could identify them as members of the Department.

1103.11 SEXUAL ACTIVITY

Members should not engage in any sexual activity while on-duty. This includes use of any electronic device to communicate or receive messages, photos or any other content of a sexual or provocative nature.

1103.12 ILLEGAL GAMBLING

Members should not engage or participate in any form of illegal gambling at any time while on-duty. This includes accessing gaming websites from computers or any electronic device, whether department-issued or owned by the member.

1103.13 GIFTS AND GRATUITIES

Members should not solicit or accept any gift, including money, tangible or intangible personal property, or any service, gratuity, favor, entertainment, hospitality, loan, promise, or any other thing of value from any person, business, or organization that is doing business with, or seeking to do business with, the Department or the District.

If it may reasonably be inferred that the person, business, or organization seeks to influence the actions of an official or seeks to affect the performance of an official while on-duty, the incident should be immediately reported to the next level supervisor. This rule does not take the place of any relevant requirements applicable to individuals under Government Code § 1090 et seq. or the State Political Reform Act, Government Code § 87100 et seq.

1103.14 OFFERS OF DONATIONS AND GIFTS OF THE HEART

Members who are approached with monetary donations following major disasters shall direct the person or entity to the Graton Firefighters' Association for instruction on proper ways to donate.

At no time should a member accept any monetary donation from the public. If a citizen offers a gift of a non-monetary nature, such as food or product, the gift shall be placed in an area of the station or office to be shared by all members.

At no time shall a member consider a gift of the heart as a personal present.

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1103.15 ABUSE OF POSITION

Members should not use their official position, official identification cards or badges to avoid the consequences of illegal acts or for other non-work related personal gain. Members shall not lend to another person their identification cards or badges or permit their identification cards or badges to be photographed or reproduced without the approval of the Fire Chief.

Members should not authorize the use of their name, photograph or official title that identifies them as department members (e.g., in connection with testimonials or advertisements of any commodity or commercial enterprise) without the approval of the Fire Chief.

Be aware of personal actions on/off duty while displaying anything identifying you as part of the Graton Fire Protection District. This can include, but is not limited to, T-shirts, uniform shirts, hats, badges, ID cards, vehicle placards, and vehicle window stickers.

1103.16 PUBLIC STATEMENTS AND APPEARANCES

Members should not address public gatherings, appear on radio or television, prepare any articles for publication, act as correspondents to a newspaper or periodical, or release or divulge investigative information or information on any other matter of the Department while presenting themselves or in any way identifying themselves as representing the Department, without the approval of the Fire Chief.

1103.17 VEHICLES AND EQUIPMENT

1. No Member shall remove District equipment, including turnouts, from the station for any purpose other than drills, fires, medical aids or other incidents unless specifically permitted by the Fire Chief.
2. A private vehicle may not be equipped with any emergency red lights and/or siren unless authorized by the Board.
3. A private vehicle may not be equipped with any fire/medical transmitting devices unless authorized by the Fire Chief.
4. A private vehicle may not be used for Department business, unless approved by the Fire Chief, highest ranking Officer, or Incident Commander.

1103.18 DRILLS AND RESPONSE

1. Members must attend at least 50 percent of the scheduled drills and at least 10 percent of the dispatched incidents over a 12-month period. The Fire Chief may waive these requirements under special circumstances with prior approval.
2. Drills start at the time designated by the Fire Chief. Any Member who misses more than 33 percent of a drill will not be given credit on the drill report. Members who attend a drill but do not participate as determined by the Fire Chief or highest ranking Officer at the drill, will not be given credit on the drill report.

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1103.19 DISCRIMINATION, OPPRESSION, OR FAVORITISM

Unless required by law or policy, discriminating against, oppressing, or providing favoritism to any person because of actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, economic status, cultural group, veteran status, marital status, and any other classification or status protected by law, or intentionally denying or impeding another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing the conduct is unlawful, is prohibited.

Personnel Complaints

1104.1 PURPOSE AND SCOPE

This policy provides guidelines for reporting, investigation and disposition of complaints regarding the conduct of members of this department and the service provided by this department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

This policy is intended to be applied in accordance with the procedures, rights or status that may be contained in any applicable policy established by the District's Administration.

The pre- and post-disciplinary procedures set forth in this policy do not apply to complaints against at-will members who are not covered by the Firefighters Procedural Bill of Rights Act (FBOR).

1104.2 POLICY

This department takes seriously all complaints regarding service provided by the Department and the conduct of its members. The Department will accept and address all complaints of member misconduct in accordance with this policy and applicable federal, state and local law, municipal and county rules..

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

1104.3 PERSONNEL COMPLAINTS

Personnel complaints consist of any allegation of misconduct or improper job performance by any employee that, if true, would constitute a violation of department policy or rule or federal, state or local law. Allegations or complaints may be generated internally or by the public.

Inquiries about employee conduct or performance that, if true, would not violate department policy or rule or federal, state or local law may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures or the department's response to specific incidents.

1104.3.1 CLASSIFYING COMPLAINTS

Personnel complaints shall be classified in one of the following categories:

Informal - A matter in which the member's Duty Officer is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member. The responsible supervisor shall have the discretion to determine the appropriate manner for resolving the complaint.

Formal - A matter in which a supervisor determines that further action is warranted. Such complaints may be investigated by a supervisor of rank greater than the accused member or referred to the designated department representative, depending on the seriousness and complexity of the investigation.

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Incomplete - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the designated department representative, such matters need not be documented as personnel complaints but may be further investigated or resolved as a complaint, depending on the seriousness of the complaint and the availability of sufficient information.

1104.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1104.4.1 AVAILABILITY OF COMPLAINT FORMS

Personnel complaint forms will be available and clearly visible in public access locations within department facilities. Forms will also be available on the department website. Forms may also be available at other government offices and facilities. Personnel complaint forms in languages other than English may also be provided as determined necessary or practicable.

Every supervisor is responsible for monitoring public satisfaction or inquiries regarding the personnel complaint process and forwarding to the Duty Officer any suggestions for improvement or changes.

1104.4.2 SOURCES OF COMPLAINTS

- (a) Members of the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging the misconduct of a member that, if true, could result in disciplinary action.
- (d) Anonymous complaints and third-party citizen complaints should be accepted and investigated to the extent that sufficient information is provided.

1104.4.3 ACCEPTANCE OF COMPLAINTS

All complaints will be courteously accepted by any member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed verbally, either in person or by telephoning the Department, and will be accepted by any supervisor. If a supervisor is not immediately available to take a verbal complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact of the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs or physical evidence may be obtained as necessary.

1104.5 COMPLAINT DOCUMENTATION AND TRACKING

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

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All complaints and inquiries should be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Fire Chief or the authorized designee.

1104.6 DISCIPLINARY INVESTIGATIONS

All allegations of misconduct will be investigated as follows:

1104.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a complaint rests with the member's immediate supervisor, unless the supervisor is the complainant, is the ultimate decision-maker regarding disciplinary action or has any personal involvement regarding the alleged misconduct. The Fire Chief or the authorized designee may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

Supervisors shall be responsible for the following:

- (a) Department supervisors should respond to all complaints in a courteous and professional manner.
- (b) A supervisor receiving a formal complaint involving allegations of a potentially serious nature shall ensure that the Duty Officer, Division Officer and Fire Chief are notified as soon as practicable.
- (c) A supervisor receiving or initiating any formal complaint shall ensure that a personnel complaint form has been completed as fully as possible. The original complaint form will then be directed to the Duty Officer of the accused member, via the chain of command. The Duty Officer will forward a copy of the complaint to the Division Officer to take any appropriate action and/or assign the complaint for investigation. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor may orally report the matter to the Duty Officer, Division Officer or Fire Chief.
- (d) A supervisor investigating any complaint should:
 1. Make reasonable efforts to obtain names, addresses and telephone numbers of additional witnesses.
 2. When appropriate, provide immediate medical attention and take photographs of alleged injuries as well as accessible areas of non-injury.
- (e) When the nature of a personnel complaint relates to sexual, racial, ethnic or other forms of prohibited harassment or discrimination, the supervisor receiving the

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complaint shall promptly contact the Administration and the Duty Officer for direction regarding his/her role in addressing the complaint.

- (f) Supervisors who receive a citizen complaint that can be resolved immediately should do so. Follow-up contact with the person who made the complaint should be made within 24 hours of the Department receiving the complaint. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Duty Officer.
- (g) Unresolved citizen complaints shall be forwarded to the Duty Officer to determine whether to contact the person who made the complaint or assign the complaint for investigation.
- (h) The supervisor shall ensure that the procedural rights of the accused member are followed.
- (i) Within three days after assignment, the complainant should be informed of the investigator's name and the complaint number.
- (j) Interviews of the complainant should be conducted during reasonable hours.

1104.6.2 INVESTIGATION PROCEDURES

The following procedures shall also be followed with regard to any accused member covered by FBOR (Government Code § 3253):

- (a) Not less than 48 hours before an investigator begins an interview to obtain facts and statements, the Department should:
 - 1. Provide the name and rank of the person in charge of the investigation and of those who will conduct any interviews.
 - 2. Provide the date, time and place of the interview and the names of all who will be present.
 - 3. Provide the member a written summary of the alleged misconduct and a description of the nature of the investigation.
- (b) Interviews of accused members should be conducted during reasonable work hours of the member and, if the member is off-duty, the member shall be compensated.
- (c) Off-duty interviews should only be conducted based on the seriousness of the investigation and other factors when time is of the essence.
- (d) An investigator should not interview a member at that person's home without the member's prior permission.
- (e) No more than two interviewers should ask questions of an accused member to prevent confusion or misunderstandings.

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- (f) All interviews shall be for a reasonable period or duration and the member's personal needs shall be accommodated.
- (g) No member shall be subjected to offensive or threatening language nor shall any promises, rewards or other inducements be used to obtain answers. Any member refusing to answer questions directly related to the investigation may be ordered to answer questions or be subject to discipline for insubordination. Nothing administratively ordered may be provided to a criminal investigator.
- (h) Absent circumstances preventing it, the interviewer should record all interviews of members and witnesses. The member may also record interviews. If the member has been previously interviewed, a copy of that recorded interview should be provided to the member prior to any subsequent interview. The member shall also be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those portions that are otherwise required by law to be kept confidential.
- (i) If the allegations involve potential criminal conduct, the member shall be advised of his/her constitutional rights. This admonishment shall be given regardless of whether the member was advised of these rights during any separate criminal investigation.
- (j) A member subjected to interviews that could result in punitive action shall have the right to have a representative of his/her choosing during any interrogation. However, in order to maintain the integrity of each individual member's statement, involved members shall not consult or meet with representatives or attorneys collectively or in groups prior to being interviewed.
- (k) All members shall provide complete and truthful responses to questions posed during interviews.
- (l) No member may be compelled to submit to a deception detection device/polygraph examination, nor shall any refusal to submit to such examination be mentioned in any investigation.

1104.6.3 INVESTIGATION FORMAT

Investigations of complaints should be timely, detailed, complete and essentially follow this format:

Introduction - Include the identity of the member, the identity of the assigned investigators, the initial date and source of the complaint.

Synopsis - Provide a very brief summary of the facts giving rise to the investigation.

Summary of allegations - List the allegations separately, including applicable policy sections, with a very brief summary of the evidence relevant to each allegation.

Evidence as to each allegation - Each allegation should be set forth with the details of the evidence applicable to each allegation and include comprehensive summaries of member and

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witness statements. Other evidence related to each allegation should also be detailed in this section.

Conclusion - A recommendation regarding further action or disposition should be provided.

Exhibits - A separate list of exhibits (e.g., recordings, photos and documents) should be attached to the report.

1104.6.4 ADMINISTRATIVE LEAVE

When a complaint of misconduct is of a serious nature, or when circumstances dictate that allowing the accused to continue to work would adversely affect the mission of the Department, the Fire Chief or the authorized designee may temporarily assign an accused employee to administrative leave. The Fire Chief or authorized designee shall notify the Administration in writing of the employee's administrative leave and the cause for the leave.

1104.7 POST-INVESTIGATION PROCEDURES

Upon completion, the report should be forwarded to the Fire Chief through the chain of command of the involved member. Each level of command should review and include their comments in writing before forwarding the report. The Fire Chief may accept or modify the classification and recommendation for disciplinary action contained in the report.

1104.7.1 DIVISION OFFICER RESPONSIBILITIES

Upon receipt of any completed personnel investigation, the Division Officer of the involved member shall review the entire investigative file, the member's personnel file and any other relevant materials.

The Division Officer may make recommendations regarding the disposition of any allegations and the amount of discipline, if any, to be imposed.

Prior to forwarding recommendations to the Fire Chief, the Division Officer may return the entire investigation to the assigned investigator or supervisor for further investigation or action.

When forwarding any written recommendation to the Fire Chief, the Division Officer shall include all relevant materials supporting the recommendation. Actual copies of a member's existing personnel file need not be provided and may be incorporated by reference.

1104.7.2 RESPONSIBILITIES OF THE FIRE CHIEF

Upon receipt of any written recommendation for disciplinary action, the Fire Chief shall review the recommendation and all accompanying materials. The Fire Chief may modify any recommendation and/or may return the file to the Division Officer for further investigation or action.

Once the Fire Chief is satisfied that no further investigation or action is required by staff, the Fire Chief shall determine the amount of discipline, if any, to be imposed. In the event that disciplinary action is proposed, the Fire Chief shall provide the member with written notice of the following information:

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- (a) Access to all of the materials considered by the Fire Chief in recommending the proposed discipline
- (b) An opportunity to respond orally or in writing to the Fire Chief within five days of receiving the notice
 - 1. Upon a showing of good cause by the member, the Fire Chief may grant a reasonable extension of time for the member to respond.
 - 2. If the member elects to respond orally, the presentation shall be recorded by the Department. Upon request, the member shall be provided with a copy of the recording.
- (c) Once the member has completed his/her response or, if the member has elected to waive any such response, the Fire Chief shall consider all information received in regard to the recommended discipline. The Fire Chief shall thereafter render a timely written decision to the member and specify the grounds and reasons for discipline and the effective date of the discipline.
- (d) Once the Fire Chief has issued a written decision, the discipline shall become effective.

1104.8 PRE-DISCIPLINE MEMBER RESPONSE

The pre-discipline process is intended to provide the accused member with an opportunity to present a written or oral response to the Fire Chief after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The member shall consider the following:

- (a) This response is not intended to be an adversarial or formal hearing.
- (b) Although the member may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
- (c) The member may suggest that further investigation could be conducted or the member may offer any additional information or mitigating factors for the Fire Chief to consider.
- (d) In the event that the Fire Chief elects to cause further investigation to be conducted, the member shall be provided with the results of such subsequent investigation prior to the imposition of any discipline.
- (e) The member may thereafter have the opportunity to further respond orally or in writing to the Fire Chief on the limited issues of information raised in any subsequent materials.

1104.9 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE

In the event that a member tenders a written retirement or resignation prior to the imposition of discipline, it shall be noted in the file. The tender of a retirement or resignation by itself shall not serve as grounds for the termination of any pending investigation or discipline.

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1104.10 POST-DISCIPLINE APPEAL RIGHTS

Non-probationary members have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step and termination from employment. The member has the right to appeal using the procedures established in any operative collective bargaining agreement and/or personnel rules.

In the event of punitive action against a member covered by FBOR, the appeal process shall be in compliance with Government Code § 3254.5.

1104.11 AT-WILL AND PROBATIONARY MEMBERS

At-will and probationary members not subject to FBOR may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy and without notice or any cause at any time during the probationary period. These members are not entitled to any rights under this policy.

Any probationary period may be extended at the discretion of the Fire Chief in cases where the member has been absent for more than a week or when additional time to review the member is considered by the Fire Chief to be appropriate.

On-Duty Voting in Statewide Elections

1106.1 PURPOSE AND SCOPE

Although members are encouraged to use alternative voting methods, such as absentee ballots or early voting, this policy provides guidelines to enable members to vote in all statewide elections.

1106.2 POLICY

It is the policy of the Graton Fire Protection District to provide members a reasonable opportunity to vote in all statewide elections.

1106.3 PROCEDURES

Polls are generally open from 7:00 a.m. to 8:00 p.m. each election day for statewide elections. Members scheduled to be at work during that time may take up to two hours off to vote without losing any pay (Elections Code § 14000).

Employees who need time off to vote must notify their supervisor at least two working days prior to the election.

Supervisors shall allow members time off to vote according to the following:

- (a) Employees may take as much time as needed to vote but only two hours of that time will be paid.
- (b) Authorized time off for voting should be at the beginning or end of a regular work shift, whichever allows the most free time for voting and the least time off from the regular working shift.
- (c) Members working 24-hour shifts ending on the day of the election will not be relieved early to vote.

1106.4 POSTED NOTICE

The Operations Division Officer should ensure that the required notice informing employees of their voting rights under state law is conspicuously posted not less than 10 days before every statewide election (Election Code §14001).

The notice should be posted in all fire stations and at all fire department facilities. [Notices](#) from the California Secretary of State may be used for this purpose.

Grievance Procedure

1107.1 PURPOSE AND SCOPE

This policy establishes processes for resolving disputes or concerns regarding conditions of employment, unethical, wasteful or other inappropriate conduct.

This policy does not apply to complaints related to alleged acts of discrimination or harassment or complaints of discrimination on the basis of other protected categories subject to the Discriminatory Harassment Policy. This policy also does not apply to complaints consisting of any alleged misconduct or improper job performance by any member that, if true, would constitute a violation of federal, state or local law, or a violation of department policy or the standards established in the Personnel Complaints Policy.

This policy does not prohibit adverse administrative action taken for legitimate non-discriminatory or non-retaliatory reasons, including for-cause discipline.

The procedures set forth herein are intended to supplement and not limit a member's access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, state law, local ordinance or collective bargaining agreement.

1107.1.1 GRIEVANCE DEFINED

A grievance is any difference of opinion concerning terms or conditions of employment or the dispute involving the interpretation or application of any of the following documents:

- This Policy Manual
- Rules and regulations covering personnel practices or working conditions of members

A grievance includes any claim of waste, abuse of authority, gross mismanagement and any practice within the Department which may pose a threat to health, safety or security.

Grievances may be brought by an individual member or by a group representative.

1107.2 POLICY

It is the policy of this department that all grievances be handled quickly and fairly without retaliation against a member who files a grievance, whether or not there is a basis for the grievance. It is the philosophy of this department is to promote free verbal communication between members and supervisors.

1107.3 RETALIATION PROHIBITED

No member may retaliate against any person for reporting or making a complaint under this policy or for opposing a practice believed to be improper, unethical, wasteful, retaliatory or participating in any investigation pursuant to this policy or any other policy in this policy manual.

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Employees found to be in violation of this policy are subject to discipline. Supervisors who condone or ignore violations of this policy or otherwise fail to take appropriate action to enforce this policy are also subject to discipline.

1107.4 PROCEDURE

Grievances as defined above, should be resolved using the following procedure.

1107.4.1 COMMUNICATING GRIEVANCES

Members are encouraged to communicate with command personnel regarding any workplace problem or issue they feel needs immediate attention. Generally, any concern about a workplace situation should be first raised with the member's immediate supervisor unless that supervisor is part of the member's concern. It is recognized, however, that there may be occasions where the use of the normal chain of command may not be appropriate.

Any member who feels threatened in any manner or is otherwise concerned about reporting to his/her immediate supervisor may report this information directly to the Fire Chief or Administration without first reporting the information to their immediate supervisor or following the chain of command.

This alternate process shall not be used to circumvent or avoid addressing issues through the normal chain of command.

1107.4.2 GRIEVANCE RECEIPT

Upon receipt of an oral or written grievance, the receiving supervisor will promptly document the grievance, initiate the investigative process and ensure that the appropriate supervisor and the Administration are notified.

Investigations are generally more effective when the identity of the grieving member is known, thereby allowing investigators to obtain additional information from the reporting member. However, a grievance may be made anonymously.

All reasonable efforts should be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a grievance. In some situations, the investigative process may not be complete unless the source of the information and a statement by the member is produced as part of the process.

The supervisor receiving the grievance should explain to the grieving member how the matter will be handled.

1107.4.3 RESOLVING GRIEVANCES

- (a) Supervisors receiving grievances should attempt to resolve the issue through informal discussion with member.

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- (b) If after a reasonable amount of time, generally seven days, the grievance cannot be settled by the immediate supervisor, the member may request a meeting with the Duty Officer.
- (c) If a successful resolution is not found with the Duty Officer, the member may request a meeting with the Fire Chief.
- (d) If the member and the Fire Chief are unable to arrive at a mutual solution, then the member shall proceed as follows:
 - 1. Submit in writing a written statement of the grievance and deliver one copy to the Fire Chief and another copy to the immediate supervisor and include the following information:
 - (a) The basis for the grievance
 - (b) What remedy or goal is being sought by this grievance
- (e) The Fire Chief will receive the grievance in writing. The Fire Chief and the District executive will review and analyze the facts or allegations and respond to the member within 14 calendar days. The response shall identify any corrective measures or other remedies as appropriate. The decision of the District executive is considered final.

1107.5 GRIEVANCE REQUIREMENTS

- 1. A grievance, excluding challenge to imposition of a disciplinary action, may be filed by any affected Member, but not by either:
 - (a) The Fire Chief, since the Fire Chief serves at the will of the board.
 - (b) A Cadet or a Trainee, since both serve at the pleasure of the Fire Chief.
- 2. A grievance originating from the Fire Chief's imposition of discipline upon a Member shall follow the process and time periods outlined within the District's Disciplinary procedures section.

1107.5.1 STEP ONE: INFORMAL GRIEVANCE:

- (a) Within seven (7) calendar days of the event giving rise to the grievance, the Member shall present the grievance, in writing, to the Fire Chief or the Fire Chief's designee for disposition. Presentation shall be a prerequisite to the institution of a formal grievance. Written records shall be maintained by the Fire Chief or the Fire Chief's designee and a copy shall be provided to the Member.
- (b) If the Member believes that the grievance has not been properly redressed within this seven (7) calendar day period, he/she may initiate a formal grievance as described below.

1107.5.2 4. STEP TWO: FORMAL GRIEVANCE:

- (a) The Member shall describe the grievance in question in writing and in sufficient detail and present same to the Fire Chief or his/her designee within fourteen (14) calendar

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days after the event giving rise to the grievance. The Member shall state what relief/action/goal the Member is requesting.

- (b) Within twenty-eight (28) calendar days after the incident giving rise to the grievance, and if the procedures described above are properly executed, the Fire Chief or his/her designee shall:
 - 1. Further investigate the grievance,
 - 2. Confer with the Member in an attempt to resolve the grievance, and
 - 3. Make a decision in writing which shall be presented to the Member.
- (c) If the Member believes that the grievance has not been properly redressed, he/she may initiate a Board Grievance as described below.

1107.5.3 STEP THREE: PRESENTATION TO THE BOARD BY MEMBER:

- (a) Within thirty-five (35) calendar days after the event giving rise to the grievance, the Member shall contact the Board President in writing to request that the grievance be heard. The President may call for a special meeting of the Board expeditiously, or may place the matter on the agenda for the next regularly scheduled Board Meeting. But in no event shall the matter be heard later than thirty-five (35) days after the grievance is received by the President.
- (b) The Fire Chief, or the Fire Chief's designee, shall provide the Board President with copies of all written documents regarding this grievance.
- (c) The Board's decision shall be final and shall be recorded in the minutes of the Board.
 - 1. There shall be no further grievance procedure available to the Member within the authority of the Graton Fire Protection District.
- (d) The document describing the Board decision shall be lodged in the personnel file of the Member and delivered to the Member.

1107.6 RESPONSIBILITIES

1107.6.1 MEMBER RESPONSIBILITIES

This policy is intended to support efforts to identify and remediate when appropriate, workplace issues. Members are encouraged to identify workplace issues to bring about positive change in the Department. Members shall act in good faith and not file trivial grievances or grievances intended to harass or deflect scrutiny or blame to another.

Members shall make reasonable efforts to verify facts before making a grievance. Members shall not report or threaten to report information or a grievance knowing it to be false, with willful or reckless regard for the truth or falsity of the information or otherwise made in bad faith.

When making a grievance, members should provide as much information as possible and should cooperate fully with all investigations. Members shall maintain the confidentiality of any statements made in conjunction with an active grievance pursuant to this policy. This provision is not intended

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to diminish a member's rights or remedies afforded by applicable federal law, constitutional provision or collective bargaining agreement.

Any employee who believes that he/she has been subjected to reprisal or retaliation should immediately report the matter to a supervisor in the member's chain of command or to the Administration.

1107.6.2 SUPERVISORS

Supervisors should make reasonable efforts to identify and remediate workplace issues and bring about positive change in the Department before issues escalate to the grievance level. Once a member has made the decision to file a grievance, supervisors shall not attempt to discourage the member, shall accept grievances and shall ensure that reasonable efforts are made to reach a prompt and fair resolution.

Supervisory personnel will:

- (a) Document all grievances received and all steps taken to resolve the issue.
- (b) Forward the documentation to the Administration Division Officer through the chain of command.
- (c) Monitor the work environment to ensure that any member making a grievance is treated with respect and no differently than non-complaining employees.
- (d) Communicate to all members the obligation not to engage in retaliation and follow-up periodically with the grieving member to ensure that retaliation is not occurring.

1107.6.3 COMMAND STAFF

Command staff should ensure prompt resolution of all grievances, including the following:

- (a) Timely grievance recognition and acceptance
- (b) Appropriate documentation of the process and investigation
- (c) Remediation of any inappropriate conduct or condition and the implementation of measures to minimize the likelihood of reoccurrence
- (d) Timely communication of the outcome to the grieving member

1107.7 MEMBER REPRESENTATION

Members are entitled to have representation during the grievance process and may seek advice, counsel or the assistance of other employees or representatives in their presentation of a grievance.

1107.8 GRIEVANCE RECORDS

At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Administration Division Officer.

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1107.9 GRIEVANCE AUDITS

The Administration Division Officer or the authorized designee should perform an annual audit of all grievances filed the previous calendar year to evaluate whether any policy, procedure or training changes may be appropriate. The Administration Division Officer shall record these findings in a confidential memorandum to the Fire Chief without including any identifying information from any individual grievance.

Workplace Violence

1108.1 PURPOSE AND SCOPE

The purpose of this policy is to make clear that the Department does not tolerate any direct or implied threats of violence or violent behavior in the workplace or any act or behavior that is or can be perceived as threatening, hostile, and/or violent.

1108.2 POLICY

It is the policy of the Graton Fire Protection District to provide and maintain a safe work environment for its employees, volunteers, and members of the public.

In responding to any violent behavior in the workplace, the Department is committed to providing protection to all involved parties, including protection from future physical and/or mental harm and the protection of the legal rights of victims, witnesses, and those instigating the harm.

1108.3 PROHIBITED BEHAVIOR

No member shall engage in, encourage, or promote violent behavior toward any person while conducting department business or on department property.

No member engaged in department business shall carry or possess weapons or explosives unless either:

- (a) Permitted by department policy
- (b) State or local law prohibits the Department from restricting the possession of the weapon or explosive

1108.3 REPORTING AND INVESTIGATING

1108.3.1 MEMBER RESPONSIBILITY

Department members who experience, observe, or have knowledge of prohibited behaviors and actions in the workplace, have a responsibility to report the situation as soon as practicable to a supervisor, a manager, or a human resources representative and to the local police department, if a threat has been made or a crime has occurred.

Members should render aid to anyone who may be in need and be prepared to assist emergency responders, as requested, following any incident of violence in the workplace.

1108.3.2 SUPERVISOR, MANAGER, DUTY OFFICER, AND DIVISION OFFICER RESPONSIBILITIES

Upon receipt of a report of potential or actual workplace violence, supervisors shall gather as much information as possible to assess and determine the severity and potential of the situation. If the report is found to be credible, the next immediate supervisor shall be notified as soon as practicable and appropriate action taken.

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Workplace Violence

Local law enforcement personnel shall be notified immediately of all threatening or violent behavior.

1108.3.3 INVESTIGATION

The Fire Chief or designee will promptly, impartially, and with as much confidentiality as practicable coordinate the investigation of all reports of violent behavior.

Department members are required to cooperate in any investigation. A timely resolution of each report should be reached and communicated to all parties involved as quickly as possible.

1108.3.4 REPORTING NON-WORK-RELATED THREATENING OR VIOLENT BEHAVIOR

Department members who are victims of domestic violence or other threatening behavior outside of the workplace or who believe they are potential victims of such behavior and fear it may enter the workplace, are encouraged to report the situation as soon as possible to their supervisors.

Supervisors receiving any such report shall contact the Fire Chief or designee as soon as practicable so that any appropriate safety measures or plans may be developed.

1108.4 RETALIATION PROHIBITED

Any form of retaliation against a member for making a report concerning violent behavior in the workplace is prohibited.

Any member who becomes aware of any retaliation or threatened retaliation shall immediately notify his/her supervisor.

1108.5 RESTRAINING ORDERS

Members who obtain a restraining order listing their workplace, person, or the Department as a protected area must provide a copy of the restraining order to their immediate supervisor or the Fire Chief. The Department needs this information in order to provide a safe workplace.

1108.6 FOLLOW-UP ACTION

Any employee reported to have exhibited violent or potentially violent behavior will be afforded all rights provided by law, the applicable memorandum of understanding, and/or the Firefighter Bill of Rights provisions before the Department takes any disciplinary action.

Actions that may be taken when an employee has been found to have violated this policy include but are not limited to the following:

- Mandatory participation in counseling
- Placing the employee on paid administrative leave pending investigation into an alleged threat or act
- Corrective/disciplinary action up to and including termination
- Criminal arrest and prosecution
- Special procedures, such as job relocation or initiation of a court order

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If, upon investigation, it is determined that an allegation is false or was made maliciously, the employee who provided the false information will be subject to disciplinary action, up to and including termination, as well as possible criminal arrest and prosecution.

1108.7 LEGAL ACTION

The Administration Division, in consultation with the department's legal counsel, will determine if the Department will seek a temporary restraining order or injunction to reduce future or threatened violent behavior in the workplace (Code of Civil Procedure § 527.8).

1108.8 CORRECTIVE ACTIONS

At the completion of the investigation and a review of the incident, or in the case of a threat of violence, non-disciplinary corrective actions should be implemented or requested to ensure overall workplace safety. These actions may include but are not limited to:

- Placing the involved member on administrative leave pending further review and determination of permanent action. Administrative leave would be unpaid in the case of a volunteer.
- Reassigning the member to a different work location.
- Referring the member to conflict resolution training sessions.
- Referring the member to the Employee Assistance Program (EAP).
- Modifying workstation designs and office traffic flow patterns.
- Requiring the member to attend a fitness-for-duty evaluation.
- Developing specific workplace violence procedures for incident response, prevention, and corrective actions.

1108.9 WORKPLACE VIOLENCE PREVENTION

All department members are responsible for assisting in the prevention of violence in the workplace.

The Department will provide appropriate training to members regarding workplace violence.

In the event a violent incident occurs in the workplace, the Fire Chief is responsible for ensuring that all responsibilities have been met and actions carried out, as detailed in this policy, and shall review the results of any investigation and ensure appropriate action is taken. Information gathered during an investigation should be used for the continuous improvement of policies and procedures to prevent workplace violence.

Lactation Breaks

1109.1 PURPOSE AND SCOPE

The purpose of this policy is to provide reasonable accommodations to members desiring to express breast milk for a nursing child (29 USC § 207, Labor Code § 1030, Labor Code § 1031 and Labor Code § 1032).

1109.2 POLICY

It is the policy of the Graton Fire Protection District to provide a reasonable amount of break time and appropriate facilities to accommodate any member desiring to express breast milk for a nursing child (29 USC § 207 and Labor Code § 1030, Labor Code § 1031 and Labor Code § 1032).

1109.3 LACTATION BREAK TIME

A rest period should be permitted each time the member has the need to express breast milk (29 USC § 207). In general, lactation breaks that cumulatively total 30 minutes or less during any four-hour work period or major portions of a four-hour work period would be considered reasonable. However, individual circumstances may require more or less time. Such breaks, if feasible, should be taken at the same time as the member's regularly scheduled rest or meal periods.

While a reasonable effort will be made to provide additional time beyond authorized breaks, any such time exceeding 15 minutes will be unpaid (Labor Code § 1030).

Members desiring to take a lactation break shall notify REDCOM or a supervisor prior to taking such a break. Such breaks may be reasonably delayed if they would seriously disrupt department operations (Labor Code § 1032).

Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

1109.4 PRIVATE LOCATION

The Department will make reasonable efforts to accommodate members with the use of an appropriate room or other location to express milk in private. Such room or place should be in close proximity to the member's work area and shall be other than a bathroom or toilet stall. The location must be shielded from view and free from intrusion from coworkers and the public (29 USC § 207 and Labor Code § 1031).

Members occupying such private areas shall either secure the door or otherwise make it clear to others that the area is occupied with a need for privacy. All other members should avoid interrupting a member during an authorized break, except to announce an emergency or other urgent circumstance.

Authorized lactation breaks for members assigned to the field may be taken at the nearest appropriate private area.

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1109.5 STORAGE OF EXPRESSED MILK

Any member storing expressed milk in any authorized refrigerated area within the Department shall clearly label it as such. No expressed milk shall be stored at the Department beyond the member's shift.

Smoking / Tobacco Products

1110.1 PURPOSE AND SCOPE

The U.S. Surgeon General has determined that the use of tobacco in any form can be hazardous to one's health. Tobacco products in any form may be offensive to other members and the public.

1110.2 POLICY

It is the policy of the Graton Fire Protection District that all members may use tobacco products in permitted areas designated by the Fire Chief and as allowed by local and state laws.

Smoking and use of other tobacco products is not permitted inside any department facility, office, department vehicle or fire apparatus, fire station, training facility or any other public building (Labor Code § 6404.5). Tobacco products cannot be used within proximity to any of these facilities to prevent smoke from being inhaled by the public or other members. It is the responsibility of all members to ensure that no person smokes or uses any tobacco product inside department facilities and vehicles.

No person shall smoke tobacco products within 20 feet of a main entrance, exit or operable window of any public building (including any department facility), or buildings on the campuses of the University of California, California State University and California community colleges, whether that person is present for training, enforcement or any other purpose (Government Code § 7596 et seq.).

Finished tobacco products should be disposed of properly and not left on the ground or in the landscaping. The metal can located at the station entrance is one option.

With the discretion of the Fire Chief or highest-ranking Member, tobacco products may be used on extended calls as long as it is done discreetly and does not detract from the professional image desired by the Graton Fire Protection District.

While providing station coverage or visiting another fire station, firefighters will follow the tobacco guidelines as defined for that fire department or district.

Drug and Alcohol Free Workplace

1111.1 PURPOSE AND SCOPE

The Graton Fire Protection District prohibits the use of drugs and alcohol in the workplace in order to provide a safer work environment for members and to protect the public's safety and welfare. This policy applies to all members when they are on District property or when performing District-related business elsewhere (41 USC § 8103).

1111.2 POLICY

It is the policy of the Graton Fire Protection District to provide a drug free workplace for all members.

1111.3 GENERAL GUIDELINES

Alcohol and drug use in the workplace or on department time can endanger the health and safety of department members and the public.

Members who have consumed an amount of an alcoholic beverage or taken any medication, or a combination thereof, that would tend to adversely affect their mental or physical abilities shall not report for duty. Affected members shall notify the Fire Chief or the appropriate supervisor as soon as they are aware that they will not be able to report to work. If a member is unable to make the notification, every effort should be made to have a representative contact the supervisor in a timely manner. If the member is adversely affected while on-duty, the member shall be immediately removed and released from work (see the Work Restrictions section in this policy).

1111.3.1 USE OF PRESCRIBED MEDICATIONS

Department members who are medically required to take prescription medications during work hours shall not allow such medications to impair their ability to perform their work.

Any member who is required to take any medication with side effects which might impair his/her ability to fully and safely perform all requirements of the position shall report the need for such medication to his/her immediate supervisor. No member shall be permitted to work or drive a vehicle owned or leased by the Department while taking such potentially impairing medication without a written release from his/her physician.

Possession or use of medical marijuana or being under the influence of marijuana on- or off-duty is prohibited and may lead to disciplinary action.

Any member is required to provide within 24 hours of request a bona fide verification of a current valid prescription for any potentially impairing drug or medication when requested. The prescription must be in the member's name.

1111.3.2 MEDICAL CANNABIS

Possession, use, or being under the influence of medical cannabis on-duty is prohibited and may lead to disciplinary action.

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1111.4 DRUG AND ALCOHOL TESTING

Except as provided otherwise in an employee collective bargaining agreement or as modified for volunteers who are required to test under the DOT Drug and Alcohol Testing Policy, the Department has the discretion to test a current employee for alcohol or drugs as follows.

The Fire Chief is responsible for reasonable enforcement of this policy, and may direct a member to submit to a drug and/or alcohol test when reasonable suspicion that a member's ability to perform his/her duties is impaired due to being intoxicated or under the influence of drugs or alcohol while on Fire Department premises or functions.

It will be the discretion of the Fire Chief, based upon the particular circumstances, to determine whether or not an investigatory interview is necessary when directing a member to submit to a drug or alcohol test.

When the Fire Chief directs a member to submit to a drug and/or alcohol test, they must document in writing the facts constituting reasonable suspicion that the member is question is intoxicated or under the influence of drugs.

When the Fire Chief encounters a member who refuses an order to submit to a drug and/or alcohol analysis upon direction shall remind the member of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the member is then under the influence of alcohol or drugs, the Fire Chief will arrange for the member to be safely transported home.

Submit to a medical evaluation and to an alcohol and drug test when requested by the Fire Chief, and authorize the results of the evaluation and/or test

Testing shall be done by a laboratory licensed and certified by the California Department of Health Services, Laboratory Field Services, as a medical and forensic laboratory that complies with federal guidelines.

1111.4.1 REASONABLE SUSPICION

The Department may require a blood test, urinalysis or other drug and/or alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Administration.

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Administration. If there is a reasonable suspicion of drug or alcohol use, the member will be relieved from duty and placed on sick leave if he/she is a paid employee, or restricted from working if he/she is a volunteer, until the test results are received.

Reasonable suspicion must be based on short term indicators such as, but not limited to;

- (a) Slurred speech;
- (b) Alcohol odor on the employee's breath;
- (c) Unsteady walking or impairment, disorientation or loss of balance;
- (d) An accident involving Department property;

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- (e) Physical altercation;
- (f) Verbal altercation;
- (g) Drastic change in behavior;
- (h) Pattern of abnormal, erratic, paranoid or bizarre behavior;
- (i) Possession of alcohol or illegal drugs;
- (j) Information obtained from a reliable person with personal knowledge, based on direct observation;
- (k) Unexplained drowsiness or sleeping on the job;
- (l) Inability to respond appropriately to questions the employee should be able to answer;
- (m) Any observable, objective phenomena i.e., use, possession, physical symptoms.

1111.4.2 POST-ACCIDENT TESTING

- (a) Post-accident drug and alcohol testing will be conducted on members following an accident where the member's performance cannot be discounted as a contributing factor. The decision as to whether or not the member's performance can be discounted will be at the discretion of the Fire Chief. The reason a member will not be tested following an accident is if a determination is made that the member's performance could not have been a contributing factor.
- (b) If a fatality occurs, or bodily injury occurs or a vehicle suffers disabling damage, the member may be tested irrespective of whether his/her involvement may be discounted.
- (c) Post-accident alcohol test shall be administered within two hours following an accident and no test may be administered after eight hours. A post-accident drug test shall be administered within 32 hours following the accident.

1111.5 MEMBER RESPONSIBILITIES

Members shall come to work in an appropriate mental and physical condition and are absolutely prohibited from manufacturing, distributing, dispensing, possessing or using controlled substances or alcohol on department premises or on department time.

Members must notify their supervisor before beginning work when they are taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of District equipment.

Members must notify a supervisor immediately when they observe behavior or other evidence they believe demonstrates that a fellow employee poses a risk to the health and safety of the employee or others due to drug or alcohol use.

Members are required to notify their immediate supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

In order to ensure safe and productive work practices free from the influence of impairing drugs and/or alcohol, and to comply with the Federal Drug-Free Workplace Act of 1988, the Fire Department requires that a member:

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- (a) Not to attend scheduled or unscheduled drills, calls or any other Fire Department function when the ability to perform any duties is impaired due to alcohol or drug use.
- (b) Not use illegal drugs and/or prescription drugs without a prescription, during times of participating including calls and training.
- (c) Not to consume alcohol during times of participating or on/in Fire Department property except for alcohol served at off-duty functions such as Christmas and Awards Dinners.
- (d) Not directly or through third parties sell or provide illegal drugs to and person including other members.
- (e) Notify the Fire Chief of any criminal drug or alcohol conviction no later than five (5) days after conviction.

Members who violate the above policy, or are convicted on a criminal drug statute violations, or who fail to give the notice required above shall be subject to the appropriate personnel action, up to and including termination, and/or may, where appropriate, be required to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

1111.6 COMPLIANCE WITH THE DRUG FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member engaged in the performance of a federal grant, the Department will take appropriate disciplinary action, up to and including dismissal, and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

1111.7 EMPLOYEE ASSISTANCE PROGRAM

A voluntary employee assistance program may be available to assist those who wish to seek help for alcohol and drug problems (41 USC § 8103). Insurance coverage that provides treatment for drug and alcohol abuse also may be available. Employees should contact the Administration, their insurance providers, or the employee assistance program for additional information. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems.

1111.8 SEARCHES

In order to promote a safe, productive and efficient workplace, the Department has the right to search and inspect all District property, including, but not limited to, lockers, storage areas, furniture, vehicles and other places under the common control of the District or the joint control of the District and members. No member has any expectation of privacy in any District building, on any District property or when using any District communications system.

If the member is covered by the Firefighters Procedural Bill of Rights Act, no search of such spaces shall be made except in the member's presence or with his/her consent or after notice has been given to the member (Government Code § 3250 et. seq.). Nothing herein shall affect a search conducted pursuant to a search warrant.

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Department Officers will not physically search the member, nor will they search the personal possessions or private property of the member, such as the member's vehicle, purse, bag, etc. without the freely given written consent of, and in the presence of, the member.

1111.9 PHYSICAL EXAMINATION

The drug and/or alcohol test may screen for substances which could impair an member's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine, PCP, methadone, barbiturates, amphetamines, marijuana and other cannabinoids. The drug and/or alcohol test will consist of: (1) a sample to be tested immediately for substances which could impair an member's ability to effectively and safely perform the functions of his/her job; and (2) a control sample which may, at the subsequent request of the affected member be tested to assist in the determination of the validity or invalidity of the results derived from the initial testing. The control sample will be maintained by the contracted for testing entity and/or person for a reasonable period of time.

- (a) A positive result from a drug and/or alcohol test may result in disciplinary action, up to and including dismissal.
- (b) If the drug test is positive, the employee must provide, within 24 hours of request, a bona fide verification of a valid prescription for the drug or related agent identified in the drug screen. The prescription must be in the member's name. If the member does not provide acceptable verification of a valid prescription, or if the prescription is not in the member's name, or if the member has not previously notified his/her supervisor of the valid use of a legal prescribed drug, the member will be subject to disciplinary action, up to and including dismissal.
- (c) If an alcohol or drug test is positive, the Department shall conduct an investigation to gather all facts and determine appropriate rehabilitation action or discipline, up to and including dismissal.

1111.10 POSITIVE TEST RESULT PROCEDURE

Following a positive result, a member is eligible to return to the Fire Department. However, the member must complete the following steps successfully. If the member does not wish to perform these steps, the member may either resign or be dismissed by the Fire Chief.

- (a) Meet with the Fire Chief and request a leave of absence
- (b) Turn in all Fire Department gear, including badge, ID card, license placard, pager, radio, keys, and any other GFPD items
- (c) Take home all personal items, including flashlight, helmet, wildland boots, toiletries, bedding, etc.
- (d) During the leave of absence, not represent GFPD in any manner including running calls, participating in training, being at the fire station (unless requested to meet with the Fire Chief), or identifying him/herself as a member of the department in any way
- (e) Complete a DOT-approved, substance abuse professional (SAP) comprehensive face-to-face assessment and clinical evaluation

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- (f) Follow the recommended course of education and/or treatment by the SAP
- (g) Consult with a medical review officer if the SAP determines it is necessary or prudent to do so as part of the evaluation
- (h) Upon completing the recommended education and/or treatment, meet with the SAP for a follow-up evaluation
- (i) Develop a plan with the SAP to return to the Fire Department
- (j) Complete a drug test with negative results
- (k) Meet with the Fire Chief and request to return as an active member; if greater than 12 months since the leave of absence start date, complete a reorientation training program as required by the GFPD policies & procedures
- (l) Comply with ongoing testing as determined necessary for 12 months
- (m) Complete a 12-month probation period

1111.11 MEMBER RESPONSIBILITIES

Members shall come to work in an appropriate mental and physical condition. Members are prohibited from purchasing, manufacturing, distributing, dispensing, possessing, or using controlled substances or alcohol on department premises or on department time (41 USC § 8103). The lawful possession or use of prescribed medications or over-the-counter remedies is excluded from this prohibition.

Members shall notify a supervisor immediately if they observe behavior or other evidence they believe demonstrates that a fellow member poses a risk to the health and safety of the member or others due to drug or alcohol use.

Members are required to notify their immediate supervisors of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction (41 USC § 8103).

1111.12 WORK RESTRICTIONS

If a member informs a supervisor that the member has consumed any alcohol, drug, or medication that could interfere with a safe and efficient job performance, the member may be required to obtain clearance from a physician before continuing to work.

If the supervisor reasonably believes, based on objective facts, that a member is impaired by the consumption of alcohol or other drugs, the supervisor shall prevent the member from continuing work and request that a Duty Officer respond to the location of the impaired member. The Duty Officer shall ensure the member is transported to a safe location and that the continuity of department operations is maintained.

1111.13 REQUESTING SCREENING TESTS

A supervisor or Duty Officer may request that an employee submit to a screening test under any of the following circumstances:

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- (a) The supervisor or Duty Officer reasonably believes, based upon objective facts, that the employee is under the influence of alcohol or drugs that are impairing the employee's ability to perform duties safely and efficiently.
- (b) During the performance of duties, the employee drives a motor vehicle and becomes involved in an incident that results in bodily injury to the employee or another person or substantial damage to property.
- (c) The employee discharges a firearm in the performance of duties excluding training.
- (d) The employee discharges a firearm issued by the Department while off-duty, resulting in injury, death, or substantial property damage.

1111.13.1 DUTY OFFICER RESPONSIBILITY

The Duty Officer shall ensure written records are prepared documenting the specific facts that led to the decision to request the test, and shall inform the employee in writing of the following:

- (a) The test will be given to detect either alcohol or drugs, or both.
- (b) The result of the test is not admissible in any criminal proceeding against the employee.
- (c) The employee may refuse the test, but refusal may result in dismissal or other disciplinary action.

1111.13.2 SCREENING TEST DISPOSITION

Employees may be subject to disciplinary action if they:

- (a) Fail or refuse to submit to a screening test as requested.
- (b) After taking a screening test that indicates the presence of a controlled substance, fail to provide proof, within 72 hours after being requested, that they took the controlled substance as directed, pursuant to a current and lawful prescription issued in their name.
- (c) Violate any provisions of this policy.

1111.14 COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT

No later than 30 days following notice of any drug statute conviction for a violation occurring in the workplace involving a member, the Department will take appropriate disciplinary action, up to and including dismissal and/or requiring the member to satisfactorily participate in a drug abuse assistance or rehabilitation program (41 USC § 8104).

1111.15 CONFIDENTIALITY

The Department recognizes the confidentiality and privacy due to its members. Disclosure of any information relating to substance abuse treatment, except on a need-to-know basis, shall only be with the express written consent of the member involved or pursuant to lawful process.

The written results of any screening tests and all documents generated by the employee assistance program are considered confidential medical records and shall be maintained separately from the employee's other personnel

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Release of HIPAA-Protected Information

1112.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a pre-authorization process for the release of a member's personal health information, which is protected by Health Insurance Portability and Accountability Act (HIPAA) regulations, in the event of an on-duty injury or illness.

1112.2 POLICY

It is the policy of the Graton Fire Protection District to allow members to complete a pre-authorization for the release of their personal health information to a family member in the event the member becomes injured or ill on-duty.

1112.3 GUIDELINES

The following topics should be considered for inclusion in this policy:

- (a) The right of members to voluntarily complete a pre-authorization for the release of personal health information to specific individuals
- (b) The location of storage and method of security of completed pre-authorization forms
- (c) The process for a supervisor to access completed forms during both business and non-business hours
- (d) Expiration, renewal and revocation processes for the pre-authorization form
- (e) Define a list of situations or circumstances in which members can expect the Department to release their personal health information to the pre-authorized individuals

Military Leave

1114.1 PURPOSE AND SCOPE

This policy provides general guidance regarding leave to perform military service as a member of the Reserves or National Guard or active duty in the U.S. Armed Forces (California Military and Veteran's Code § 389, et seq., Uniformed Services Employment and Reemployment Rights Act (USERRA) and 38 USC § 4301, et seq.).

This policy does not address every situation or circumstance that may arise when an employee is performing military service or ordered to active duty. As military leave situations arise, supervisors should consult with the Administration or legal counsel to obtain specific guidance regarding military leave rights.

1114.2 POLICY

The Graton Fire Protection District supports employees who may be called or who volunteer to serve in the military. The Department will comply with USERRA and state laws relating to military leave.

1114.3 MILITARY LEAVE

Generally, employees on military leave are entitled to the same rights and benefits not determined by seniority, that are provided to employees having similar seniority, status and pay who are on furlough or leave of absence (38 USC § 4316(b)(1)).

1114.3.1 LENGTH OF LEAVE

Employees are entitled to military leave of absence for up to a maximum of five years (38 USC § 4312(a)(2)). Military leave is available for both voluntary and mandatory service (38 USC § 4303(13) and 38 USC § 4312(a)).

There are exceptions to the five-year cumulative total, including inactive duty training (drills), annual training, involuntary recall or retention in support of war, national emergency, certain operational missions, or training or retraining requirements (38 USC § 4312(c)).

1114.3.2 TEMPORARY MILITARY DUTY LEAVE OF ABSENCE

Employees are entitled to temporary military leave for a period not to exceed 180 days per period of ordered duty. This includes travel time, active military training, encampment, naval cruises, special exercises or similar activities (Military and Veterans Code § 389).

An employee who is a member of the California State Military Reserve is entitled to temporary military leave not to exceed 15 days per year for training, drills, unit training assemblies or similar inactive duties (Military and Veterans Code § 395.9).

1114.4 PROCEDURES AND RESPONSIBILITIES

Employees requesting military leave shall:

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- (a) Provide as much advance notice of the pending service as reasonably possible (38 USC § 4312(a) and (b)).
- (b) Provide copies of official orders or other official documentation.
- (c) Select the benefit options desired during absence, if applicable
- (d) Retain copies of all submitted documents.

Upon receipt of a request, the Graton Fire Protection District will determine eligibility for military leave and notify the employee in writing of the determination.

1114.5 COORDINATION WITH CONTRACTS, PRACTICES AND OTHER RULES

Wherever USERRA has more generous protections and benefits than state or local law, any applicable local policy or practice, the department will apply the more beneficial right or benefit (38 USC § 4302).

1114.6 LEAVE ACCRUALS

Employees on military leave are not required to use accrued leave while on military leave. However, employees may choose to use accrued annual leave or earned compensatory time, at their discretion (38 USC § 4316).

Employees will not accrue sick days or and paid time-off days during any period of military leave without pay. However, upon return, military leave time will be included in determining leave accruals. For example, if vacation accrual increases from two weeks to three weeks upon completion of five years of service, then a person who works for two years, serves two years on active duty and then returns, would be entitled to three weeks of vacation one year after reemployment.

1114.7 COMPENSATION

During approved military leave, employees are entitled to compensation as follows:

- (a) An employee whose combined Graton Fire Protection District employment and military service is less than one year is eligible for unpaid temporary military leave.
- (b) An employee with one or more years of combined military service and Graton Fire Protection District employment is entitled receive his/her regular salary and compensation as an employee for the first 30 calendar days in any fiscal year while on temporary military leave (Military and Veterans Code § 395.01).
- (c) An employee of the Graton Fire Protection District with one or more years of Graton Fire Protection District employment is entitled to receive his/her regular salary and compensation as an employee for the first 30 days in any fiscal year (Military and Veterans Code § 395.02).
- (d) An employee called to active military duty as a member of the National Guard during a state of extreme emergency, as declared by the Governor, is entitled to receive

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his/her regular salary and compensation as an employee for 30 days, regardless of the length of prior employment with the Graton Fire Protection District (Military and Veterans Code § 395.04).

1114.7.1 HEALTH CARE BENEFITS

Employees on approved military leave may elect to purchase continuing health care coverage for a period of time that is the lesser of:

- (a) The 24-month period beginning on the first day of the employee's absence for military leave.
- (b) The period beginning on the first day of the employee's absence for military leave and ending on the date that he/she fails to return from service or apply for reemployment.

If the duration of an employee's approved military service is less than 31 days, the employee may purchase continuing health care coverage under the department's health plan for no more than the regular employee share. If the approved military service is 31 days or more, the Department will charge the employee for no more than 102 percent of the full premium of the health care plan (38 USC § 4317).

1114.8 RETURN FROM DUTY

Employees returning from approved military leave of absence must report to work as follows:

- (a) Employees returning from an approved military duty leave during time of war or national emergency must report to work no later than six months following the separation from military service or no later than six months after the end of the war or emergency, absent unusual circumstances. The right to reemployment does not extend to an employee who fails to return within 12 months after the first date he/she could terminate active military service (Military and Veterans Code § 395.1).
- (b) For periods of service less than 31 days, employees must report back to work no later than the beginning of the first shift that begins on the first full day that follows the end of the employee's service period, plus a reasonable time to travel to the employee's residence, plus eight hours. If reporting within this period is impossible or unreasonable through no fault of the employee, the employee must return as soon as possible after expiration of the eight-hour period (38 USC § 4312(e)(1)(A)).
- (c) For periods of service of more than 30 days but less than 181 days, employees must submit an application for reemployment no later than 14 days after completing service, or, if impossible or unreasonable to do so through no fault of the employee, no later than the next first full calendar day when it is possible to do so (38 USC § 4312(e)(1)(C)).

For periods of service of more than 180 days, employees must submit an application for reemployment no later than 90 days after completion of service (38 USC § 4312(e)(1)(D)).

Employees who are recovering from an illness or injury incurred in or aggravated during military service, must report to the Department or apply for reemployment as provided in this policy at the end of the period necessary to recover from such illness or injury. The recovery period may not

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exceed two years, except when circumstances beyond the employee's control exist (38 USC § 4312(e)(2)(A)).

An employee who fails to report or apply for reemployment in a timely manner will be subject to the department's rules of conduct and established policies covering absence from scheduled work.

1114.9 REEMPLOYMENT RIGHTS

An employee returning from an approved temporary military duty leave of absence is generally entitled to reinstatement to the position and benefits he/she would have attained if not absent for military duty or, in some cases, a comparable job.

1114.9.1 FORMER POSITION

If such position no longer exists, the employee is entitled to reinstatement to a position in the same class with like seniority status and pay or a comparable vacant position for which the employee is qualified (Military and Veterans Code § 395).

An employee returning from approved regular active military leave is entitled to reinstatement in the position that he/she would have attained had the employee not taken leave. If the leave exceeded 90 days, the employee is also entitled to a position of like seniority, status and pay (38 USC § 4313(a)(1) and (2)).

If an employee returning from approved military leave is not able to perform the essential duties of the position the employee would have attained, the Department will make reasonable efforts to help the employee become qualified (20 CFR 1002.198). If the employee remains unable to perform the essential duties of the position after the department's reasonable efforts, the employee is entitled to his/her previously held position at the time of departure or, in the case the leave exceeded 90 days, a position of like seniority, status and pay (38 USC § 4313(a)(2)). Where an employee remains unqualified for both of these positions after reasonable efforts by the Department, the employee is entitled to the nearest approximation to these positions (38 USC § 4313(a)(4)).

When a returning employee cannot become qualified because of a disability incurred in or aggravated during uniformed service, the Department, after making reasonable accommodations, must find a position of equivalent seniority, status and pay for which the employee is qualified, or the nearest equivalent (38 USC § 4313(a)(3) and 20 CFR 1002.198).

1114.9.2 COMPENSATION AND BENEFITS

Upon return from regular active military duty, an employee is entitled to seniority and seniority-based rights and benefits, including, but not limited to:

- (a) Receiving credit for the time spent in uniformed service under honorable conditions for purposes of seniority, retirement, promotion and merit salary increases (20 CFR 1002.210).

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- (b) Receiving credit for time spent on approved military leave for purposes of calculating eligibility for leave under the Family and Medical Leave Act and the California Family Rights Act (20 CFR 1002.210).
- (c) Returning to the level in the salary range that the employee would have attained had he/she not left on approved military leave (20 CFR 1002.236).
- (d) Receiving the same contribution to retirement benefits upon reemployment that the Department would have contributed had he/she not taken leave (20 CFR 1002.261).
- (e) Being treated as not having a break in service for purposes of participation, vesting and accrual of pension benefits (38 USC § 4316; 38 USC § 4318(a)).
- (f) Reenrolling in department health benefits without any waiting period.
- (g) Restoring benefits that were elected by the employee and his/her dependents at the time military service began, as well as to any other benefits that began during the leave for which the employee would reasonably have become eligible.

1114.9.3 EMPLOYEE REEMPLOYMENT RESPONSIBILITIES

An employee returning from approved regular active military leave is entitled to reinstatement rights only if he/she 38 USC § 4312:

- (a) Has given advance written or verbal notice of such service, unless precluded by military necessity.
- (b) Has served in the uniformed service for no more than five years cumulatively while employed at the Graton Fire Protection District, except as provided in 38 USC § 4312(c).
- (c) Has been issued a discharge under honorable conditions.
- (d) Reports to the Graton Fire Protection District or applies for reemployment in a timely manner as provided in this policy.
- (e) In the case that the approved military leave exceeds 30 days, submits documentation showing:
 - 1. The application for reemployment is timely.
 - 2. The employee has not exceeded the cumulative five-year limit of service in the uniformed services, except as provided in 38 USC § 4312(c).

1114.9.4 DEPARTMENT REEMPLOYMENT RESPONSIBILITIES

The Department shall promptly reinstate employees entitled to reinstatement but no later than 14 days after a request for reinstatement. In the case of unusual circumstances, the Department shall reinstate employees as soon as practicable (20 CFR 1002.181).

The Department is not required to reemploy a person after approved military leave if any of the following conditions exist (38 USC § 4312(d)):

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- (a) The department's circumstances have so changed as to make such reemployment impossible or unreasonable.
- (b) Such reemployment would impose an undue hardship upon the Department.
- (c) The person held a non-recurrent job for a brief period of time and had no reasonable expectation that such employment would continue.

Supervisors should consult with the Administration or legal counsel before determining whether any of these conditions exist.

1114.10 RETENTION

An employee who is reinstated after returning from approved military leave may not be discharged, except for cause (38 USC § 4316(c) and 20 CFR 1002.247):

- (a) For 180 days after the date of reemployment if the most recent period of military service was more than 30 days and less than 181 days.
- (b) For one year after the date of reemployment if the most recent period of military service was more than 180 days.

1114.11 DISCRIMINATION AND RETALIATION PROHIBITED

Discrimination or retaliation against any employee for participation in military service is prohibited, whether the employee volunteers or is ordered to active military service (38 USC § 4311 and Military and Veterans Code § 394).

Pregnancy Disability Leave

1115.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the Graton Fire Protection District to manage pregnancy disability leave in accordance with the California Fair Employment and Housing Act (FEHA) (Government Code § 12945; 2 CCR 11040) and the Pregnancy Discrimination Act of 1978 (42 USC § 2000e(k)).

1115.1.1 DEFINITIONS

Definitions related to this policy include:

Interactive process - An informal meeting between employer and employee, designed to identify the precise limitations resulting from a disability and any potential reasonable accommodations that could overcome those limitations and allow the employee to return to work, either in their usual and customary position or some other type of work.

1115.2 POLICY

The Graton Fire Protection District recognizes pregnancy as a disability and shall treat pregnant members in a manner consistent with other members with disabilities. The Department shall defer to a pregnant member's qualified health care provider in assessing the member's ability to work.

1115.3 ELIGIBLE MEMBERS

Members who are disabled by pregnancy, childbirth or related medical conditions are eligible for pregnancy disability leave. There is no required minimum amount of service time or number of hours worked in order to be eligible (2 CCR 11037).

1115.4 TIME AND DURATION OF LEAVE

Under certain circumstances, an eligible member may be entitled to take pregnancy disability leave of up to four months and leave allowed under the Family and Medical Leave Act (FMLA) of up to 12 weeks, for a combined total of approximately seven months.

Members may take up to four months of pregnancy disability leave per pregnancy for any actual disability caused by pregnancy, childbirth or related medical conditions (Government Code § 12945).

Pregnancy disability leave need not be taken in one continuous period of time and may be taken intermittently, on an as-needed basis (2 CCR 11042).

Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth and recovery from childbirth is allowed by pregnancy disability leave.

If affected by pregnancy, childbirth or related medical conditions, a member may be permitted to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is recommended by the member's physician after reviewing the member's job description and required duties (2 CCR 11041).

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A member may also receive reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions, if recommended by a qualified health care professional (Government Code § 12945(3)).

1115.5 BENEFITS DURING LEAVE

A member on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave (2 CCR 11044; Government Code § 12945) if:

- (a) The member is eligible for concurrent family medical leave.
- (b) The member has not already exhausted the 12-week group health insurance coverage benefit in the current FMLA eligibility period.

The Department shall maintain and pay for the coverage for the duration of the leave as required in Government Code § 12945(2).

The Department may recover premiums it paid to maintain health coverage, as provided by FMLA laws and Government Code § 12945(2), if a member does not return to work following pregnancy disability leave.

A member on pregnancy disability leave, who is not eligible to receive group health insurance coverage, may receive health insurance coverage in conjunction with Consolidated Omnibus Budget Reconciliation Act (COBRA) guidelines by making monthly premium payments to the District.

Sick leave, vacation leave and seniority do not accrue while a member is on unpaid pregnancy disability leave.

1115.6 USE OF OTHER LEAVES

Members are required to use accrued sick leave for any authorized pregnancy disability leave. At the member's option, accrued vacation or other accrued time off may be applied toward the pregnancy disability leave. If no accrued sick or vacation leave is available, pregnancy disability leave is unpaid (2 CCR 11044).

Pregnancy disability leave will run concurrently with FMLA and any short-term disability leave for those members who are eligible for both.

1115.7 PROCEDURE

The following procedures apply to all members requesting pregnancy disability leave:

- (a) Members who wish to take pregnancy disability leave shall provide their supervisor with 30 days of advance notice if the need for leave is foreseeable or as soon as practicable if the need for leave was not foreseeable (2 CCR 11050). The 30-day advance notice may be waived with the supervisor's written approval.
- (b) A member shall submit a written request for pregnancy disability leave approved by the member's supervisor or the Administration before the leave begins. The request

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shall be supported by a written certification from a physician or qualified health care professional that the member is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work (Government Code § 12945; 2 CCR 11050).

- (c) The supervisor should forward requests for pregnancy disability leave, including medical certifications, to the Administration and ensure that the pregnancy disability leave or transfer request is responded to as soon as practicable and in no event later than 10 days after receiving the request (2 CCR 11050).
- (d) Members shall submit any request for an extension of leave in writing to their supervisor prior to the agreed date of return. The request for extension must be supported by a written certification from the attending physician that the member continues to be disabled by pregnancy, childbirth or a related medical condition.
- (e) Members returning from pregnancy disability leave shall provide a written statement from a qualified health care professional attesting that the member is fit to return to full duty (2 CCR 11050).

1115.8 REINSTATEMENT FOLLOWING LEAVE

Upon the expiration of pregnancy disability leave or transfer, and the department's receipt of a written return to full duty certification, the member will be reinstated to her original or an equivalent position, unless the position has been eliminated for a legitimate business reason during the leave (2 CCR 11043).

If the same position is no longer available, as in a layoff, the member will be entitled to a position that is comparable in pay, location, job content, promotional opportunity and geographic location if such a comparable position exists.

If upon return from pregnancy disability leave a member is unable to perform the essential functions of the job because of a disability, the member's supervisor should work with the Administration or legal counsel to engage in an interactive process with the member to identify a potential reasonable accommodation.

1115.9 RESPONSIBILITY

Supervisors should work with the Administration to review requests for leave and any request to return to duty under temporary modified duty limitations. The Administration should advise the supervisor and inform members of their rights and responsibilities. Also see the Temporary Modified Duty Assignments Policy and the Return to Work Policy.

1115.10 RECORDS

The Department will maintain leave-related records for at least four years or in compliance with the department's established record retention schedule (Government Code § 12946).

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Records and documents related to doctor certifications and other medical information created for purposes of complying with FMLA/California Family Rights Act (CFRA) and this policy shall be maintained as confidential medical records in separate files from the member's personnel files.

Nepotism and Conflicting Relationships

1116.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure equal opportunity and effective employment practices by avoiding actual or perceived favoritism, discrimination or actual or potential conflicts of interest by or between members of this department (Government Code § 12940). These employment practices include: recruiting, testing, hiring, compensation, assignment, promotion, use of facilities, access to training opportunities, supervision, performance appraisal, discipline and workplace safety and security.

1116.1.1 DEFINITIONS

Definitions related to this policy include:

Business relationship - Serving as an employee, independent contractor, compensated consultant, owner, board member, shareholder or investor in an outside business, company, partnership, corporation, venture or other transaction, where the employee's annual interest, compensation, investment or obligation is greater than \$250.

Conflict of interest - Any actual, perceived or potential conflict of interest in which it reasonably appears that an employee's action, inaction or decisions are or may be influenced by the employee's personal or business relationship.

Nepotism - The practice of showing favoritism to relatives over others in appointment, employment, promotion or advancement by any public official in a position to influence these personnel decisions.

Personal relationship - Includes marriage, cohabitation, dating or any other intimate relationship beyond mere friendship.

Public official - A supervisor, officer or employee vested with authority by law, rule or regulation or to whom authority has been delegated.

Relative - An employee's parent, stepparent, spouse, domestic partner, significant other, child (natural, adopted or step), sibling or grandparent.

Subordinate - An employee who is subject to the temporary or ongoing direct or indirect authority of a supervisor.

Supervisor - An employee who has temporary or ongoing direct or indirect authority over the actions, decisions, evaluation and/or performance of a subordinate employee.

1116.2 POLICY

The Graton Fire Protection District is committed to fair and equitable treatment of all members and to creating a work atmosphere that is free of both actual and apparent conflicts of interest that could compromise this principle.

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1116.3 RESTRICTED DUTIES AND ASSIGNMENTS

The Department will not prohibit all personal or business relationships between employees. However, in order to avoid nepotism or other inappropriate conflicts, the following reasonable restrictions shall apply:

- (a) Employees are prohibited from directly supervising, occupying a position in the line of supervision or being directly supervised by any other member who is a relative or with whom they are involved in a personal or business relationship.
 - 1. If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor shall make every reasonable effort to defer matters pertaining to the involved member to an uninvolved supervisor.
 - 2. When personnel and circumstances permit, the Department will attempt to make every reasonable effort to avoid placing such members in supervisor/subordinate situations. The Department, however, reserves the right to transfer or reassign any member to another position within the same classification in order to avoid conflicts with any provision of this policy.
- (b) Members are prohibited from participating in, contributing to or recommending promotions, assignments, performance evaluations, transfers or other personnel decisions affecting an member who is a relative or with whom they are involved in a personal or business relationship.
- (c) Whenever possible, trainers should not be assigned to train relatives. Trainers are prohibited from entering into or maintaining personal or business relationships with any member they are assigned to train until such time as the training has been successfully completed and, if an member, off probation.
- (d) To avoid actual or perceived conflicts of interest, members of this department should refrain from developing or maintaining personal or financial relationships with victims, witnesses or other individuals during the course of or as a direct result of any official contact.
- (e) Except as required in the performance of official duties or, in the case of immediate relatives, members shall not develop or maintain personal or financial relationships with any individual they know or reasonably should know is under criminal investigation, is a convicted felon, parolee, fugitive or registered sex or arson offender or who engages in serious violations of state or federal laws.

1116.3.1 MEMBER RESPONSIBILITY

Prior to entering into any personal or business relationship or other circumstance which the employee knows or reasonably should know could create a conflict of interest or other violation of this policy, the employee shall promptly notify his/her uninvolved, next highest level of supervisor.

Whenever any member is placed in circumstances that would require the member to take enforcement action or provide official information or services to any relative or individual with whom the member is involved in a personal or business relationship, the employee shall promptly notify his/her uninvolved, immediate supervisor. In the event that no uninvolved supervisor is

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immediately available, the member shall promptly notify dispatch to have another uninvolved member either relieve the involved member or minimally remain present to witness the action.

1116.3.2 SUPERVISOR'S RESPONSIBILITY

Upon being notified of, or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy, a supervisor shall take all reasonable steps to promptly mitigate or avoid such violations whenever possible.

Supervisors shall also promptly notify the Fire Chief of such actual or potential violations through the chain of command.

Member Speech, Expression and Social Networking

1117.1 PURPOSE AND SCOPE

This policy is intended to address issues associated with member use of social networking sites and to provide guidelines for the regulation and balancing of member speech and expression with the needs of the Department.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. This includes speech and expression protected under state or federal constitutions as well as labor or other applicable laws. For example, this policy does not limit an employee or Volunteer from speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, about matters of public concern, such as misconduct or corruption.

Members are encouraged to consult with their supervisor regarding any questions arising from the application or potential application of this policy.

1117.1.1 APPLICABILITY

This policy applies to all forms of communication including, but not limited to, film, video, print media, public or private speech, use of all Internet services, including the World Wide Web, email, file transfer, remote computer access, news services, social networking, social media, instant messaging, blogs, forums, video and other file-sharing sites.

1117.2 POLICY

Fire District members occupy a trusted position in the community, and thus, their statements have the potential to contravene the policies and performance of this department. Due to the nature of the work and influence associated with the fire profession, it is necessary that members of this department be subject to certain reasonable limitations on their speech and expression. To achieve its mission and efficiently provide service to the public, the Graton Fire Protection District will carefully balance the individual member's rights against the department's needs and interests when exercising a reasonable degree of control over its members' speech and expression.

1117.3 SAFETY

Members should consider carefully the implications of their speech or any other form of expression when using the Internet. Speech and expression that may negatively affect the safety of the Graton Fire Protection District members, such as posting personal information in a public forum, can result in compromising a member's home address or family ties. Members should therefore not disseminate or post any information on any forum or medium that could reasonably be anticipated to compromise the safety of any member, a member's family or associates. Examples of the type of information that could reasonably be expected to compromise safety include:

- Disclosing the address of a fellow firefighter.

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- Otherwise disclosing where another firefighter can be located off-duty.

1117.4 PROHIBITED SPEECH, EXPRESSION AND CONDUCT

To meet the department's safety, performance and public-trust needs, the following is prohibited unless the speech is otherwise protected (for example, an employee or volunteer speaking as a private citizen, including acting as an authorized member of a recognized bargaining unit, on a matter of public concern):

- (a) Speech or expression made pursuant to an official duty that tends to compromise or damage the mission, function, reputation or professionalism of the Graton Fire Protection District or its members.
- (b) Speech or expression that, while not made pursuant to an official duty, is significantly linked to, or related to, the Graton Fire Protection District and tends to compromise or damage the mission, function, reputation or professionalism of the Graton Fire Protection District or its members. Examples may include:
 1. Statements that indicate disregard for the law of the state or U.S. Constitution.
 2. Expression that demonstrates support for criminal activity.
 3. Participating in sexually explicit photographs or videos for compensation or distribution.
- (c) Speech or expression that could reasonably be foreseen as having a negative impact on the credibility of the member as a witness. For example, posting statements or expressions to a website that glorify or endorse dishonesty, unlawful discrimination or illegal behavior.
- (d) Speech or expression of any form that could reasonably be foreseen as having a negative impact on the safety of the members of the Department.
- (e) Speech or expression that is contrary to the canons of the Firefighters' Code of Ethics as adopted by the Graton Fire Protection District.
- (f) Use or disclosure, through whatever means, of any information, photograph, video or other recording obtained or accessible as a result of employment with the Department for financial or personal gain, or any disclosure of such materials without the express authorization of the Fire Chief or the authorized designee.
- (g) Posting, transmitting or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies the Graton Fire Protection District on any personal or social networking or other website or web page, without the express authorization of the Fire Chief.
- (h) Accessing websites for non-authorized purposes, or use of any personal communication device, game device or media device, whether personally or department owned, for personal purposes while on-duty, except in the following circumstances:
 1. When brief personal communication may be warranted by the circumstances (e.g., inform family of extended hours).

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2. During authorized breaks; however, such usage should be limited as much as practicable to areas out of sight and sound of the public and shall not be disruptive to the work environment.

Members must take reasonable and prompt action to remove any content, including content posted by others, that is in violation of this policy from any web page or website maintained by the member (e.g., social or personal website).

1117.4.1 UNAUTHORIZED ENDORSEMENTS AND ADVERTISEMENTS

While members are not restricted from engaging in the following activities as private citizens or as authorized members of a recognized bargaining unit, members may not represent the Graton Fire Protection District or identify themselves in any way that could be reasonably perceived as representing the Graton Fire Protection District in order to do any of the following, unless specifically authorized by the Fire Chief (Government Code § 3206; Government Code § 3252):

- (a) Endorse, support, oppose or contradict any political campaign or initiative.
- (b) Endorse, support, oppose or contradict any social issue, cause or religion.
- (c) Endorse, support or oppose any product, service, company or other commercial entity.
- (d) Appear in any commercial, social or nonprofit publication or any motion picture, film, video, public broadcast or on any website.

Additionally, when it can reasonably be construed that a member, acting in his/her individual capacity or through an outside group or organization (e.g., bargaining group), is affiliated with this department, the member shall give a specific disclaiming statement that any such speech or expression is not representative of the Graton Fire Protection District.

Members retain their right to vote as they choose, to support candidates of their choice and to express their opinions as private citizens, including as authorized members of a recognized bargaining unit, on political subjects and candidates at all times while off-duty. However, members may not use their official authority or influence to interfere with or affect the result of an election or a nomination for office. Members are also prohibited from directly or indirectly using their official authority to coerce, command or advise another member to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purposes (5 USC § 1502).

1117.4.2 POLITICAL ACTIVITY

The following rights are retained by firefighters by statute and are extended to all other members by the Graton Fire Protection District (Government Code § 3252).

- (a) No member shall be prohibited from engaging in political activity, unless otherwise prohibited by law, in violation of department policy or any time a member is on-duty or in uniform.
- (b) Members shall not be coerced or required to engage in political activity.
- (c) A member can seek election to, or serve as a member of, the governing board of a school district or any local agency where he/she is not employed, including, but not limited to, any city, county, special district or political subdivision.

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1117.5 PRIVACY EXPECTATION

Members forfeit any expectation of privacy with regard to emails, texts, or anything published, shared, transmitted, or maintained through file-sharing software or any Internet site that is accessed, transmitted, received, or reviewed on any department technology system (see the Information Technology Use Policy for additional guidance).

The Department shall not require a member to disclose a personal username or password for accessing personal social media, or open a personal social website; however, the Department may request access when it is reasonably believed to be relevant to the investigation of allegations of work-related misconduct (Labor Code § 980).

1117.6 CONSIDERATIONS

In determining whether to grant authorization of any speech or conduct that is prohibited under this policy, the factors that the Fire Chief or the authorized designee should consider include:

- (a) Whether the speech or conduct would negatively affect the efficiency of delivering public services.
- (b) Whether the speech or conduct would be contrary to the good order of the Department or the efficiency or morale of its members.
- (c) Whether the speech or conduct would reflect unfavorably upon the Department.
- (d) Whether the speech or conduct would negatively affect the member's appearance of impartiality in the performance of his/her duties.
- (e) Whether similar speech or conduct has been previously authorized.
- (f) Whether the speech or conduct may be protected and outweighs any interest of the Department.

1117.7 TRAINING

Subject to available resources, the Department should provide training regarding the limitations on speech, expression and the use of social networking to firefighters and supervisors.

Anti-Retaliation

1118.1 PURPOSE AND SCOPE

This policy prohibits retaliation against members who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety or well-being of members.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit members' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of a member pursuant to any applicable federal law, provision of the U.S. Constitution, law, or ordinance.

1118.2 POLICY

The Graton Fire Protection District has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation members who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

1118.3 RETALIATION PROHIBITED

No member may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including, but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because he/she has engaged in protected activity.

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1118.4 COMPLAINTS OF RETALIATION

Any member who feels he/she has been retaliated against in violation of this policy should promptly report the matter to any supervisor, a command staff member, the Fire Chief or the District Fire Chief.

Members shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Members shall not report or state an intention to report information or an allegation knowing it to be false or with willful or reckless disregard for the truth or falsity of the information, or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting member is known, thereby allowing investigators to obtain additional information from the reporting member. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting member's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the member is part of the investigative process.

1118.5 SUPERVISOR RESPONSIBILITIES

Supervisors are expected to remain familiar with this policy and ensure that members under their command are aware of its provisions.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring complaints of retaliation are investigated as provided in the Personnel Complaints Policy.
- (b) Receiving all complaints in a fair and impartial manner.
- (c) Documenting the complaint and any steps taken to resolve the problem.
- (d) Acknowledging receipt of the complaint, notifying the Fire Chief via the chain of command and explaining to the member how the complaint will be handled.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any member making a complaint is not subjected to further retaliation.
- (g) Periodically following up with the complainant to ensure that retaliation is not continuing.
- (h) Not interfering with or denying the right of a member to make any complaint.
- (i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by a member who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

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Anti-Retaliation

1118.6 COMMAND STAFF RESPONSIBILITIES

The Fire Chief should communicate to all supervisors the prohibition against retaliation.

Command staff shall treat all complaints as serious matters and shall ensure that prompt actions take place, including, but not limited to:

- (a) Communicating to all members the prohibition against retaliation.
- (b) Reviewing complaint investigations in a timely manner.
- (c) Taking steps toward remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) Communicating the outcome to the complainant in a timely manner.

1118.7 WHISTLE-BLOWING

California law protects members who (Labor Code § 1102.5; Government Code § 53296 et seq.):

- (a) Report a violation of a state or federal statute or regulation to a government or law enforcement agency, including the member's supervisor or any other member with the authority to investigate the reported violation.
- (b) Provide information or testify before a public body if the member has reasonable cause to believe a violation of law occurred.
- (c) Refuse to participate in an activity that would result in a violation of a state or federal statute or regulation.
- (d) File a complaint with a local agency about gross mismanagement or a significant waste of funds, an abuse of authority or a substantial and specific danger to public health or safety. Members shall exhaust all available administrative remedies prior to filing a formal complaint.
- (e) Are family members of persons who have engaged in any protected acts described above.

Members are encouraged to report any legal violations through the chain of command (Labor Code § 1102.5).

Members who believe they have been the subject of retaliation for engaging in such protected behaviors should promptly report it to a supervisor. Supervisors should refer the complaint to the Fire Chief or authorized designee through the appropriate supervisory chain of command for investigation pursuant to the Personnel Complaints Policy.

1118.7.1 DISPLAY OF WHISTLE-BLOWER LAWS

The Department shall display a notice to members regarding their rights and responsibilities under the whistle-blower laws, including the whistle-blower hotline maintained by the Office of the Attorney General (Labor Code § 1102.8).

1118.8 RECORDS RETENTION AND RELEASE

The Custodian of Records shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

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1118.9 TRAINING

This policy should be reviewed with each new member.

All members should receive periodic refresher training on the requirements of this policy.

On-Duty Injuries

1218.1 PURPOSE AND SCOPE

The purpose of this policy is to assist the Graton Fire Protection District in accurately reporting work-related illnesses and injuries and managing workers' compensation costs. The policy also provides department members with information concerning California state-mandated workers' compensation benefits and assistance to members who are either injured or develop a work-related illness as a result of their employment (8 CCR 9880).

Nothing in this policy is intended to confer any rights greater than those provided by state workers' compensation laws.

1218.1.1 DEFINITIONS

Definitions related to this policy include:

Permanent and stationary - The status of an injured member whose medical condition has reached maximum medical improvement.

Permanent disability - The status of an injured member who is permanently disabled.

Temporary disability - The status of an injured member who is unable to return to work because the member has not yet achieved a permanent and stationary status.

Third-party administrator - An entity responsible for adjusting workers' compensation claims on behalf of an employer.

Work-related injury - Any injury, disease, or mental health issue arising out of employment or occurring in the course of employment duties (Labor Code § 3208; Labor Code § 3208.3; Labor Code § 3212 et seq.); includes the contraction of a communicable disease (Labor Code § 5500.5).

1218.2 POLICY

It is the policy of the Graton Fire Protection District to provide workers' compensation benefits and assistance to all members who incur a work-related illness or injury. The Department shall display a notice to employees regarding access to benefits and provide new members with a written notice concerning their rights, benefits, and obligations under workers' compensation laws (8 CCR 9880 and 8 CCR 9881).

1218.3 PROCEDURE

Work-related injuries or illnesses incurred by members may be covered by workers' compensation through the Graton Fire Protection District. To be considered work-related, the injury or illness must arise from and occur in the course of employment. When authorized by a physician, medical expenses related to the treatment of a work-related injury or illness may include doctor, hospital, surgical, physical therapy, prescription medication, or medical equipment. Workers' compensation may pay for wages lost as a result of an injury or illness, provided that absence from work is related to a work injury or illness and is authorized by a physician.

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On-Duty Injuries

1218.3.1 MEMBER RESPONSIBILITIES

A member who is injured on the job must immediately report his/her injury to a supervisor or chief officer. Any member who is involved in any accident while on-duty shall report such injury, illness, or accident as soon as practicable to his/her supervisor (8 CCR 14300.35).

An injured member or member who has suffered a work-related illness shall report as soon as practicable to his/her immediate supervisor the medical findings concerning the injury, the extent of any work restrictions and the anticipated duration, if known. In addition, such members are required to promptly submit all medical releases, whether partial or full releases, to a supervisor.

Members should contact the person designated by the Department for more information concerning workers' compensation benefits and payment of wages while off-duty due to a work-related injury or illness.

A member may be treated for an on-duty injury or illness by a personal physician that the member pre-designates in writing, prior to the injury or illness. The member may use the optional DWC Form 9783 Pre-designation of Personal Physician for this purpose (8 CCR 9780.1).

Members shall report any near-miss incident to their supervisor as soon as practicable. A near-miss incident is one where a mishap occurs but the member avoids serious injury or illness (e.g., slipping on an uneven surface but not falling).

1218.3.2 SUPERVISOR RESPONSIBILITIES

If injury is life-threatening, Emergency Medical Services (EMS) should begin or be summoned immediately.

If the injury is of a less emergent nature, the supervisor should ensure the member contacts the department-designated occupational medical provider. If the member has a pre-designated personal physician on file, the member may be treated by that physician.

If the injury does not require medical attention, the supervisor shall report the injury. The supervisor shall sign the report and indicate that the member desired no medical attention at the time of the report.

Within 24 hours of notification of an injury, the supervisor shall give the member a DWC-1 Worker's Compensation Claim Form. The supervisor should have the injured member complete the member's portion of the form. If the member is unable to complete the DWC-1, the form may either be sent to the member's home or completed by the supervisor. The supervisor should complete the employer's portion as well.

The supervisor shall ensure that an Employer's Report of Occupational Illness/Injury (Form 5020) is filed with the Department of Industrial Relations within five days of the notice of injury (8 CCR 14004).

Supervisors receiving a report of a near-miss incident should prepare a detailed description of the incident and any recommendations or efforts to mitigate any identified hazards. Supervisors should forward the report to the Administration Division.

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1218.3.3 ADMINISTRATION RESPONSIBILITY

The Administration should evaluate the request to return to work and any necessary medical verification and make a determination whether:

- The member may return to work based on the medical documentation provided by the member.
- It is necessary to engage in an interactive process to determine a reasonable accommodation.
- It is necessary and appropriate to send the member to a fitness-for-duty evaluation.

The Administration, in consultation with the appropriate Division Officer will make a recommendation to the Fire Chief or the authorized designee whether the member should be returned to full-duty or modified-duty, and will communicate the decision to the member regarding his/her return to work.

1218.3.4 RETURN TO WORK FOLLOWING INJURY OR ILLNESS

It is the member's responsibility to keep the Department informed regarding his/her absence and to immediately advise the person designated by the Department when the member believes that he/she will be released to return to work, with or without limitations. If practicable, the member shall provide advance notice of his/her potential return to work. If requested, it is the member's responsibility to provide medical verification.

A summary of steps for returning to work following an injury or illness can be located in the Return to Work Policy.

1218.3.5 TEMPORARY MODIFIED-DUTY ASSIGNMENT

A temporary modified-duty assignment may be available for a member with temporary limitations on his/her ability to perform normal job duties. See the Temporary Modified Duty Assignments Policy for additional information.

1218.4 SETTLEMENT OF INJURY CLAIMS

Occasionally, a member's work-related injury or illness results from the negligent or wrongful acts of another, for which the member, the District, and/or other insurers are entitled to recover civilly. To ensure that the District's interests are protected and that the member has the benefit of the District's experience in these matters, the following procedure shall be followed.

1218.4.1 MEMBER OFFERS TO SETTLE

When a member sustains a work-related injury or illness caused by another person and is then approached by the person or an agent, insurance company or attorney and offered a settlement of claims, that member shall take no action other than to make a written report of this contact to his/her supervisor as soon as possible.

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1218.4.2 SETTLEMENT AUTHORIZATION

No less than 10 days prior to accepting and finalizing the settlement of any third-party claim arising out of or related to an on-duty injury, the member shall provide the Fire Chief with written notice of the proposed terms of such settlement. In no case shall the member accept a settlement without first providing such written notice to the Fire Chief. The purpose of such notice is to permit the District to determine whether the offered settlement will affect any claim the District may have regarding payment for damages to equipment or reimbursement for wages against the person who caused the accident or injury and to protect the District's right of subrogation, while ensuring that the member's right to receive compensation for injuries is not affected.

1218.5 MONTHLY WORKERS' COMPENSATION CLAIM REVIEW

A representative from Administration will ensure there is a monthly workers' compensation claim review with appropriate managers from the Administration, any third-party administrator, and the chief officers, when necessary. At these monthly meetings, the following should be reviewed and discussed:

- Notable cases, such as those with customer relations, legal, time lost, medical, and other related claim issues
- Number of the previous month's new claims categorized by battalion and or section
- Number of permanent disability settlements approved the previous month
- Notable positive claim results
- Any actuarial studies, workers' compensation program audits, and injury trends
- Executive management direction on complex cases, such as those with organization-wide impact, future precedent, sub-rosa investigations and the direction of the workers' compensation and the safety and injury prevention programs.

1218.6 MANAGEMENT REPORTS

There are three key management reports that shall be completed. These reports will provide management with the necessary reports to ensure the department's workers' compensation program is accomplishing the following:

- Meeting the needs of members following an injury or illness
- Complying with workers' compensation laws
- Minimizing workers' compensation costs while ensuring the provision of benefits to injured/ill members.

The three management reports shall be:

Annual Workers' Compensation Program Report - This report will summarize the past calendar year of program activity, including but not limited to settlements, loss control, injury analysis, and recommendations for program improvement.

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Annual Actuary Report - An independent actuary shall complete an analysis to project the reserves needed by the Department to insure its workers' compensation program. Annual funding needs are generally based on the actuary's analysis of the department's loss history, insurance levels, and changes in state law.

Annual Third-Party Administrator Stewardship Report - The stewardship report will assist the Department in measuring the effectiveness of the services contract with the workers' compensation program third-party administrator. The report will include the following:

- Utilization of the third-party administrator's services
- Cost savings achieved
- The average incurred and total costs paid per claim
- Workers' compensation and temporary disability costs paid by fiscal year
- Injuries by body part and nature of loss (e.g., sprain, contusion, laceration)

Fire Station Living

1307.1 PURPOSE AND SCOPE

The purpose of this policy is to provide for the health of all members and visitors by establishing guidelines for fire station cleanliness and maintenance, to ensure that stations and equipment are properly maintained and that clean and sanitary conditions exist in the living spaces.

1307.2 POLICY

It is the policy of the Graton Fire Protection District that routine care, maintenance, and cleaning shall be conducted daily at each station by members on all shifts.

1307.3 PROCEDURE

Each company shall be assigned responsibility for a specific area of the station and should cooperate with other companies to ensure all duties are completed during the course of a shift.

All fire stations and equipment shall be inspected semi-annually by a Duty Officer. The focus of the inspections shall be the proper maintenance and overall cleanliness of the station and equipment.

All members should keep desks, cars, beds, and lockers in a neat and clean condition. Supervisors are responsible for monitoring member housekeeping and hygiene, and immediately addressing any issue that disrupts the good working order of the station or detracts from a professional image.

- (a) The station and equipment shall be maintained in a clean, orderly, and sanitary condition. Daily tasks to accomplish this shall include but are not limited to:
 - 1. Vacuuming.
 - 2. Sweeping and mopping floors.
 - 3. Dusting.
 - 4. Polishing.
 - 5. Cleaning restrooms.
 - 6. Cleaning apparatus bays.
- (a) Additional station and equipment maintenance and cleaning should be conducted weekly or on an as-needed basis. Sporadic tasks shall be divided between shifts so there is a shared responsibility for the overall condition of the station and the equipment.
- (b) Safety considerations regarding cleaning and maintenance may include, but are not limited to:
 - 1. Cleaning and repairing the source of water leaks quickly to avoid mold growth.
 - 2. Avoiding the use of compressed air to blow dust and debris from clothing while the clothing is being worn.

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3. Maintaining cooking appliances and eating utensils in good working order.
4. Cleaning kitchen hoods and vents at least monthly and ensuring the hood light is installed and functioning.
5. Providing and clearly labeling first-aid supplies.
6. Posting signs in all restrooms reminding employees/visitors to wash their hands.
7. Using [department_agency]-provided fall protection systems or fall protection personal protective equipment when working above ground level (29 CFR § 1910.140; Labor Code § 142.3).
8. Addressing hazards associated with walking-working surfaces (29 CFR 1910.21 et seq.; Labor Code § 142.3).

All members shall follow established policies and procedures regarding:

- Beginning and end of shift preparation, readiness, equipment inventory, and testing.
- Meal plans for the shift.
- Shift change station cleanup.
- Sleeping quarter assignments.
- Permissible and restricted activities and hours.
- Use of technology and electronics on-duty.

Any disputes shall be resolved by a supervisor.

1307.3.1 EATING AND DRINKING IN THE STATION

Food and drinks should be consumed only in the kitchen area and dining table. With officer approval, food may be brought into the meeting room for special events. No food or drinks should be in the dorm area or recliners at any time. Water is not considered a restricted drink and firefighters are encouraged to stay hydrated, especially during the summer months.

1307.3.2 KITCHEN USE

Firefighters should clean as they go when using the kitchen. This means washing pots, plates, cups, bowls, and silverware by hand and placing them to dry in the drying rack. Nothing should be left for someone else to clean up.

The trash and recycling should be emptied regularly and not allowed to overflow their containers.

When association dinners and other events are occurring, it is advisable to use the dishwasher to save time and water. Someone should be designated to unload the dishwasher.

Board of Directors General Provisions

1400.1 SCOPE AND PURPOSE

This policy describes the general provisions of the Board of Directors in the administration of the Graton Fire Protection District

1400.2 GENERAL PROVISIONS

1. The Board shall be responsible for the Policies and Procedures of the District.
2. The Board shall evaluate these Policies and Procedures and revise them as needed.
3. The Board shall furnish buildings and real property necessary to house all firefighting equipment, medical equipment and apparatus as deemed necessary by the Board.
4. The Board shall provide firefighting and medical equipment and apparatus in accordance with the needs of the District as deemed necessary by the Board.
5. The Board shall require that all real property, equipment and apparatus be maintained in good working condition at all times.
6. The Board shall appoint a qualified and experienced Fire Chief to administer and operate the Department.
7. The Board shall determine the appropriate number of Members to be in the Department. The Board has determined that the current number of Members shall not exceed 35.
8. It is the intent of the Board to ensure that an ongoing training program is established and maintained.
9. In general, a Board Member should not respond to any fire, medical or other type of emergency, unless requested by the Incident Commander, and shall not interfere with the orderly fulfillment of the duties of any Department Officer, or other Members of the Department.
10. The Board shall maintain all necessary forms of insurance coverage for the District including hazard, liability, equipment, District vehicle, and worker's compensation.
11. The Board shall provide an adequate safety program and an effective written injury prevention program. As required by SB198, the Board has adopted the Graton Fire Protection District's Health and Safety Manual, a copy of which is on file at the Station.
12. The Board shall have Membership in all organizations it deems necessary to provide pertinent information to the District.
13. The Board shall hold regular Board meetings the second Tuesday of each month, at 7:00 pm, at the Graton Fire Station. In the event of a holiday, the regular Board meeting shall be held on the following Tuesday of the month. The agenda for regular Board meetings shall be posted at the Graton Fire Station no later than 72 hours prior to such meetings. The Board President shall be responsible for developing and managing the agenda for all meetings.

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14. The Board may hold special meetings at any time. The agenda for the special Board meetings shall specify the time and place of the meeting. Special meetings shall be posted 24 hours prior to such meeting.
15. Emergency situations involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities may be held without complying with the 24-hour posting.
16. The Board President may desire the services of a recording secretary for any of its public meetings. The Board will reimburse the recording secretary for providing such services as detailed in the Reimbursements Section of this document.
17. A Treasurer's assistant may be appointed by the Treasurer with the approval of the Board. The Treasurer's assistant shall serve at the pleasure of the Treasurer and may be discharged by the Treasurer. The Board will reimburse the Treasurer's assistant for providing such services as detailed in the Reimbursements Section of this document.
18. Board meetings shall be conducted according to the latest edition of Robert's Rules of Order, Revised. District Policies shall prevail whenever they are in conflict with Robert's Rules of Order, Revised.
19. A majority of the Fire District Board shall constitute a quorum for the transaction of business. The Board shall only act by ordinance, resolution or motion. Except as specifically provided to the contrary by statute or other law, a recorded vote is required on each action. (Health & Safety Code §13856)
20. The Board President shall serve as chairperson at all Board meetings. The Board President shall have the same rights as the other Members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow these actions.
21. In the absence of the Board President, the Vice President shall serve as chairperson over all Board meetings. In the absence of the Board President and Vice president, the Board Secretary shall serve as chairperson over the Board Meetings.

Closed Sessions

1401.1 SCOPE AND PURPOSE

This policy defines the criteria for holding closed sessions of meetings of the Board of Directors of the Graton Fire Protection District.

1401.2 POLICY

1. The Board may hold closed sessions for any of the following purposes
 - (a) To consider any personnel matters including the appointment, evaluation, or dismissal of any Officer or any other Member of the Department. The Board must publicly report any action taken during the closed session by roll call vote.
 - (b) To confer with District legal counsel within the proper limits of attorney-client privileges.
 - (c) To protect any records which are exempt from public disclosure.
 - (d) To confer with any District negotiator prior to the purchase, sale, exchange or lease of real property in order to instruct the negotiator regarding the price and terms of the transaction.
2. If the Board plans to hold a closed session, such must be duly noted on the agenda for that meeting. The reason(s) for such a closed session must be stated in the agenda.
3. When it is determined by a roll call vote of at least three (3) Board Members that a closed session is needed during a meeting where no closed session was announced in the agenda, the presiding Officer shall publicly announce the reason(s) for the closed session prior to and after the closed session.
4. No matters other than those given in the reason(s) to hold a closed session shall be discussed or acted upon during the closed session.
5. Actions taken in closed session shall be summarized in the public minutes of the Board meeting as long as personnel and legal matters are not compromised; matters discussed in closed sessions shall not be discussed outside of the closed session.

Limits of Board Member Authority and Responsibility

1402.1 SCOPE AND PURPOSE

This policy defines the authority of the board members and their responsibilities to the Community in the performance of their duties with the Board of Directors of the Graton Fire Protection District

1402.2 LIMITS OF AUTHORITY

1. The Board has broad powers as provided by law only when a quorum of the Board is convened in a legally constituted public meeting.
2. The Board is the unit of authority. Apart from the normal function as a part of the Board, no Board Member has any individual authority and no individual Board Member may commit the District to any policy, act or expenditure.
3. No Board Member shall enter into any business with the District.
4. No individual Board Member, by virtue of holding office shall exercise any administrative responsibility with respect to the operation of the Fire Department, its Officers and Firefighters.

1402.3 COMMUNITY RESPONSIBILITIES

1. Each Board Member shall represent the entire population of the District.
2. Board Members shall ensure that all Board business is transacted in an open and ethical manner.

Meeting Agendas

1403.1 SCOPE AND PURPOSE

This policy defines the order of business considered and the required structure of meeting agendas for the Board of Directors of the Graton Fire Protection District

1403.2 REGULAR MEETINGS

ORDER OF BUSINESS

REGULAR MEETING

- (a) Call to order
- (b) Pledge of allegiance
- (c) Roll call
- (d) Additions or corrections to the agenda
- (e) Closed Session
- (f) Scheduled and unscheduled personal appearances:

During this period the Board of Directors will hear anyone who desires to speak on subjects not listed on the agenda. As a matter of policy, the Board will not make a decision unless it is of a routine nature, which may be turned over to the staff for disposition.

Please limit your comments to five (5) minutes please state your name and address for the minutes.

- (g) Approval of minutes
- (h) Bills and warrants
- (i) Treasurer's report
- (j) Correspondence
- (k) Fire Chief's report: drills, alarms, etc.
- (l) Purchase requests
- (m) Committee reports
- (n) Old business
- (o) New business
- (p) Adjournment

1403.3 SPECIAL MEETINGS

ORDER OF BUSINESS

SPECIAL MEETING

1. Call to order

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2. Pledge of Allegiance
3. Roll call
4. Unscheduled personal appearances: During this period the Board provides anyone who desires an opportunity to address the Board on any item listed in this notice. Please limit your comments to five minutes. Please state your name and address for the minutes.)
5. Closed Session
6. (Subject matter of special meeting.)
7. Adjournment

Debt Management Policy

1404.1 FINDINGS

This Debt Policy is intended to comply with Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by the Issuer.

The Issuer hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the Issuer's sound financial position.
- Ensure the Issuer has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the Issuer's credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the Issuer.
- Ensure that the Issuer's debt is consistent with the Issuer's planning goals and objectives and capital improvement program or budget, as applicable.

1404.2 POLICIES

A. Purposes For Which Debt May Be Issued

(i) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the Issuer.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the Issuer and its taxpayers and ratepayers.
- When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

(c) The Issuer may use long-term debt financings subject to the following conditions:

- The project to be financed must be approved by the Board of Directors.

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- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%.
- The Issuer estimates that sufficient revenues will be available to service the debt through its maturity.
- The Issuer determines that the issuance of the debt will comply with the applicable state and federal law.

(ii) Short-term debt. Short-term debt may be issued to provide financing for the Issuer's operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the Issuer may undertake lease-purchase financing for equipment.

(iii) Financings on Behalf of Other Entities. The Issuer may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of Issuer. In such cases, the Issuer shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

B. Types of Debt

For purposes of this Debt Policy, "debt" shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Debt Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation comport with exceptions thereto.

The following types of debt are allowable under this Debt Policy:

- general obligation bonds
- bond or grant anticipation notes
- lease revenue bonds, certificates of participation and lease-purchase transactions
- other revenue bonds and certificates of participation
- tax and revenue anticipation notes
- land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes

The Issuer may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

Debt shall be issued as fixed rate debt unless the Issuer makes a specific determination as to why a variable rate issue would be beneficial to the Issuer in a specific circumstance.

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C. Relationship of Debt to Capital Improvement Program and Budget

The Issuer is committed to long-term capital planning. The Issuer intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the Issuer's capital budget and the capital improvement plan.

The Issuer shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The Issuer shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The Issuer shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the Issuer's public purposes.

The Issuer shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.

The Issuer shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

D. Policy Goals Related to Planning Goals and Objectives

The Issuer is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The Issuer intends to issue debt for the purposes stated in this Policy and to implement policy decisions incorporated in the Issuer's annual operations budget.

It is a policy goal of the Issuer to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The Issuer will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the Issuer to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the Issuer shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

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The Issuer will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the Issuer's investment policies as they relate to the investment of bond proceeds.

It is the policy of the Issuer to ensure that proceeds of debt are spent only on lawful and intended uses. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the Issuer will submit written requisitions for such proceeds. In those cases where it is not reasonably possible for the proceeds of debt to be held by a third-party trustee, the chief financial officer of the Issuer shall retain records of all expenditures of proceeds through the final payment date for the debt.