



**GRATON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS
REGULAR BOARD MEETING AGENDA
3750 Gravenstein Hwy N, Sebastopol, CA 95472
May 9, 2023 at 7:00 pm**

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. Closed Session
 - a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Authorized pursuant to Government Code Section 54956.9(d)(1))
Matter: *Sapphire Alvarez v. Graton Fire Protection District,*
Sonoma County Superior Court, Case No. SCV-269950
 - b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Authorized pursuant to Government Code Section 54956.9(d)(1))
Matter: *Sapphire Alvarez v. Graton Fire Protection District,*
California Department of Industrial Relations, Case Number WC-CM-870615
 - c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Authorized pursuant to Government Code Section 54956.9(d)(2))
Claim of Linda Tripoli
 - d. LABOR NEGOTIATION – Unrepresented Employee
(Authorized pursuant to Government Code Section 54957.6)
District Representatives: Entire Board
Unrepresented Employee: District Chief
7. Return to Open Session - Report Upon Return from Closed Session.

8. **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. – Action Item*
 - a. Draft Board Meeting Minutes – April 11, 2023
 - b. Return Upon Return from Closed Session Report – April 11, 2023
 - c. Financial Reports - April 2023
9. Old Business
10. New Business
 - a. Consideration and possible approval of a Resolution approving the stipend agreement with the Fire Chief
11. Committee Report
 - a. Policy & Procedure Updates – For consideration and approval
12. Purchase Requests – For consideration and approval
 - a. Structure turnouts
 - b. Structure boots
 - c. Structure helmets
 - d. Pagers
 - e. Mobile radio for the new engine
 - f. Station LED retrofit
13. Correspondence
14. Fire Chief's Report
 - a. Roster, Alarms, and Drills
15. 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.
16. Adjournment

Certification

I, Bill Bullard, Recording Secretary Pro Tem to the Board for the Graton Fire Protection District, do hereby declare that the foregoing agenda for May 9th, 2023 Regular Meeting of the Board of Directors of the Graton Fire Protection District was posted on the door outside the District Headquarters by Friday, May 5th, 2023. 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 the 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



Bill Bullard, Recording Secretary Pro Tem

Dated: May 9, 2023 / 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
April 11, 2023**

1. Call to Order: 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call: Maddocks, Fisher, Peterson, Nunes, Hebel. Also Present: Bullard, District Counsel Ross
4. Corrections and/or Modifications to the Agenda: District Counsel Ross modifies the agenda to address Closed Session 15.c. which should read "Labor Negotiations – Unrepresented Employee; Position: District Chief; Authorized Pursuant to Government Code Section 54957.6."
5. PUBLIC COMMENT: None
6. CONSENT CALENDAR: Motion by Nunes to accept Consent Calendar as presented, 2nd by Hebel, passed 5/0/0.
 - a. Draft Board Meeting Minutes – March 14, 2023
 - b. Return Upon Return from Closed Session Report – March 14, 2023
 - c. Financial Reports - March 2023
7. Old Business: None
8. New Business
 - Audit report presented (via Zoom) by John Blomberg of Blomberg & Griffin, CPA. Motion by Hebel to accept audit report as presented, 2nd by Peterson, passed 5/0/0.
9. Committee Report
 - a. Policy & Procedures: Motion by Hebel to adjust duty officer stipend pay to match shift stipend pay amount (\$125), 2nd by Peterson, passed 5/0/0.
10. Purchase Request: None
11. Correspondence: None
12. Treasurer's Report: Hebel reports that FDIC insured CDs were purchased in 12 month, 18 month and 24 month terms in the amount of \$1 million total. Interest range of 5-5.25%

13. Fire Chief's Report: Sabrowsky reports that Apparatus Committee visited factory for progress report and the delivery is scheduled for January or February of 2024.

Bullard requests direction from Board to purchase replacement kitchen chairs.

- a. Roster: Motion by Fisher accept roster as presented. Promoting Skikos to Deputy Chief, Muskar to Asst. Chief, and Trainee Jaramillo to Firefighter. Removed Trainees Smith, Adams, and Ottolini and added Brianna Cook, 2nd by Hebel, passed 5/0/0.
- b. Alarms: 97
- c. Drills: 16

14. Future Agenda Items: None

15. Closed Session: Public comment regarding 5 member board serving as labor negotiators for Corrected Agenda Item No. 15.c. District Counsel Ross responds referencing Board discretion to designate a representative at its discretion.

Entered at 7:33 p.m.

a. 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

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*,
California Department of Industrial Relations, Case Number WC-CM-
870615

c. MATTERS RELATING TO PUBLIC EMPLOYMENT - Public Employee Performance Evaluation. (Authorized Pursuant to Gov. Code section 54957.6)

Position: Bill Bullard, Fire Chief. Increase or modify compensation and reimbursement for the Fire Chief Position.

Exited at 8:02 p.m.

16. Return to Open Session: 8:05 p.m. District Counsel Ross will provide a written report on Closed Session.

17. Adjournment: 8:10 p.m.

William D. Ross
David Schwarz
Kypros G. Hostetter

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File No: 19/65

April 14, 2023

VIA E-MAIL

The Honorable Bob Maddocks, President
and Members of the Board of Directors
Graton Fire Protection District
3750 Gravenstein Hwy, N
Sebastopol, CA 95472

Re: Report Upon Return from Closed Session; Regular Meeting of the Graton Fire
Protection District Board of Directors; April 11, 2023

Dear President Maddocks and Members of the Board of Directors:

This communication sets forth reportable action of the Board of Directors ("Board") of the Graton Fire Protection District ("District") consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the April 11, 2023 Regular Board Meeting.

After convening in Open Session at 7:00 p.m. and addressing the matters agendaized for Open Session consideration ascertaining that there were no public comments on matter agendaized for Closed Session consideration, your Board adjourned to Closed Session at 7:33 p.m. to address the matters agendaized for Closed Session consideration.

There were three matters agendaized for Closed Session consideration.

- 15.a. Conference with Legal Counsel – Existing Litigation
Authorized Pursuant to Government Code Section 54956.9(d)(1)
Matter: *Sapphire Alvarez v. Graton Fire Protection District*,
Sonoma County Superior Court Case No. SCV-269950
- 15.b. Conference with Legal Counsel – Existing Litigation
Authorized Pursuant to Government Code Section 54956.9(d)(1)
Matter: *Sapphire Alvarez v. Graton Fire Protection District*,
California Department of Industrial Relations, Case Number WC-
CM-870615

The Honorable Bob Maddocks, President
and Members of the Board of Directors
April 14, 2023
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- 15.c. Matters Relating to Public Employment – Public Employee
Performance Evaluation
Authorized Pursuant to Government Code Section 54957
Position: Bill Bullard, Fire Chief. Increase or Modify
Compensation and Reimbursement for the Fire Chief Position

At the beginning of the meeting under Agenda Item No. 4., Corrections and/or Modifications to the Agenda, District Counsel Ross indicated that Closed Session Agenda Item No. 15.c., should be agendized as: “Labor Negotiations – Unrepresented Employee; Position: District Chief; Authorized Pursuant to Government Code Section 54957.6.”

With respect to Closed Session Agenda Item No. 15.a., Directors Fisher and Nunes did not participate. With respect to this matter, there was no reportable action under the common-law attorney-client privilege and that provided by Government code section 54956.9(d)(1).

With respect to Closed Session Item No. 15.b., there was no consideration of that matter.

With respect to Closed Session Agenda Item No. 14.c., as redesignated by District Counsel Ross as described above, there was no reportable action under Government Code Section 54957.6. The Board did give direction that the matter be continued and considered again at the next Regular District Board Meeting.

The Board concluded Closed Session at 8:02 p.m. and reconvened in Open Session, followed by the indication that a written Report Upon Return from Closed Session would be prepared consistent with the provisions of Government Code Section 54957.1 for the matters agendized for Closed Session consideration.

This communication should be added for review under the Consent portion of the Agenda of your next Regular or Special Board Meeting.

If there are any questions concerning its content, it may be taken off the Consent Calendar at that time or our office may be contacted in the interim.

Very truly yours,



William D. Ross

WDR:jf

cc: Bill Bullard, District Chief
Jill Melendy, Administrative Assistant



GRATON FIRE PROTECTION DISTRICT - APR 2023 OVERVIEW

DEPOSITS:		
Reimbursement	\$2,824	4/12/2023
County of Sonoma-Prop Tax	\$756,629	4/19/2023
FASIS - DP	\$3,852	4/25/2023
Total:	\$763,304	
CURRENT ASSETS:		
Summit Operating Account	\$75,000	4/30/2023
Summit ICS Account	\$1,599,610	4/30/2023
Schwab CD's	\$1,000,000	4/30/2023
Total:	\$2,674,610	4/30/2023
ACCTS. RECEIVABLES:		Billed
Sebastopol Fire Grant Reimb.	\$16,214	4/13/2023
Monte Rio Fire Grant Reimb.	\$34,320	4/13/2023
Upstaffing - Winter Storm	\$58,243	1/24/2023
COVID FEMA Reimbursement	\$36,650	12/29/2022
Total:	\$145,426	

Graton Fire Protection District
US Bank Credit Card
 April 2023

Name	Memo	Category	Amount
DKE Decals	Decals	6880 · Small Tools/Instruments	\$ 168.00
Coastal Valleys EMS	EMT Recertification	6400 · Office Expense	\$ 117.00
Ebay	Office	6400 · Office Expense	\$ 45.57
Verizon Wireless	Cellular	6040 · Communications	\$ 165.62
Costco	Station Supplies	6080 · Household Expense	\$ 79.48
Ebay	Office Supplies	6400 · Office Expense	\$ 36.35
Ebay	Office Supplies	6400 · Office Expense	\$ 81.38
Ebay	Office Supplies	6400 · Office Expense	\$ 135.63
Costco	Laptop	6400 · Office Expense	\$ 508.51
Amazon	Office Supplies	6400 · Office Expense	\$ 44.90
Amazon	Office Supplies	6400 · Office Expense	\$ (44.90)
Amazon	Office Supplies	6400 · Office Expense	\$ 35.75
Amazon	Office Supplies	6400 · Office Expense	\$ (35.75)
Sonoma Burger	Admin Meeting	7120 · In-Service Training	\$ 36.51
Amazon	Rescue Bag	6880 · Small Tools/Instruments	\$ 59.66
Amazon	Rescue Bag	6880 · Small Tools/Instruments	\$ (59.66)
Amazon	Pathway Lights	6180 · Building Maintenance	\$ 36.88
Amazon	Rescue Bag	6880 · Small Tools/Instruments	\$ 52.43
Amazon	Rescue Bag	6880 · Small Tools/Instruments	\$ (52.43)
Home Depot	Station Maintenance	6180 · Building Maintenance	\$ 50.54
Safeway	Redcom Meeting	7120 · In-Service Training	\$ 22.47
Amazon	Equipment	6880 · Small Tools/Instruments	\$ 48.81
Galls Inc.	Badges x 5	6020 · Personal Prot Equipment	\$ 622.52
Amazon	Duffle Bags	6880 · Small Tools/Instruments	\$ 114.99
North Am Rescue	Medical Supplies	6261 · Medical Supplies	\$ 45.65
Landfall	Dry Suit	6020 · Personal Prot Equipment	\$ 375.00
Amazon	Labels	6880 · Small Tools/Instruments	\$ 15.83
Costco	Supplies	6080 · Household Expense	\$ 157.24
Del Fire Store	SCBA ID Bands	6880 · Small Tools/Instruments	\$ 769.00
FedExOffice	Mailing	6400 · Office Expense	\$ 41.58
FedExOffice	Mailing	6400 · Office Expense	\$ 39.14
Safeway	Disaster Fair	7120 · In-Service Training	\$ 8.70
MK S Jelly Donuts	Disaster Fair	7120 · In-Service Training	\$ 47.48
Squeeze Inn	Pierce Trip	7120 · In-Service Training	\$ 31.97
Sacramento Airport	Pierce Trip	7300 · Transportation/Travel	\$ 40.00
Home Depot	Maintenance	6180 · Building Maintenance	\$ 61.30

**Graton Fire Protection District
US Bank Credit Card
April 2023**

Name	Memo	Category	Amount
Safeway	Training	7120 · In-Service Training	\$ 29.46
Home Depot	Training	7120 · In-Service Training	\$ 896.79
AT&T	Internet	7320 · Utilities	\$ 74.90
Witmer Public Safety	PPE	6020 · Personal Prot Equipment	\$ 479.35
Lucky	Meeting	7120 · In-Service Training	\$ 3.73
Filterway	Water Filters	6180 · Building Maintenance	\$ 63.00
Target	Supplies	6080 · Household Expense	\$ 10.82
Costco	Station Supplies	6080 · Household Expense	\$ 105.92
Amazon	Duffie Bags x 2	6880 · Small Tools/Instruments	\$ (114.99)
TOTAL CREDIT CARD CHARGES			\$ 5,452.13



Graton Fire Protection District

Check Detail

April 1-30, 2023

Num	Name	Memo	Amount
Debit	ADP	Payroll - D/D	\$ 52,373.12
Debit	ADP	Payroll - Taxes	\$ 14,993.78
Debit	ADP	Payroll - Fees	\$ 154.51
Debit	CalPERS	PEPRA	\$ 6,831.69
Debit	CalPERS	Classic	\$ 3,621.26
Debit	CalPERS	457b	\$ 1,250.00
4840	Law Offices of William D. Ross	Legal Expenses	\$ 2,707.40
4841	Blomberg & Griffin	Audit FY 2021-22	\$ 7,950.00
4842	CalChoice	Health Benefits	\$ 3,697.54
4843	Choice Builder	Health Benefits	\$ 515.12
4844	FASIS	Quarterly Payment (4)	\$ 17,748.00
4845	Western Extrication Specialists	Extrication Equipment - Grant	\$ 103,844.03
4846	Airport Medical Clinic	Physical	\$ 130.00
4847	Angel Cuevas	Sleepers & Shift Reimbursements	\$ 180.00
4848	Bill Bullard	Reimbursement	\$ 2,050.28
4849	Calif State Firefighters' Assoc	Membership 28 x \$85	\$ 2,380.00
4850	Chaz Mathias	Sleepers & Shift Reimbursements	\$ 140.00
4851	Cliff Walker Supply & Maint	Cleaning x 3 Strip and Buff Floors	\$ 1,256.53
4852	Ed Castenada	Sleeper Reimbursements	\$ 265.00
4853	Evan Jacobs	Shift Reimbursement	\$ 25.00
4854	Jeremiah Mahan	Shift Reimbursements	\$ 75.00
4855	Jonathan Preciado	Sleepers & Shift Reimbursements	\$ 370.00
4856	Lia Liskey	Sleeper Reimbursement	\$ 35.00
4857	Major Alarm Inc	Quarterly Station Monitoring	\$ 88.50
4858	Nick Barbieri Trucking LLC	Diesel	\$ 1,372.46
4859	North Bay Tree Weed & Pest	Pest Control Service - Bi Monthly	\$ 194.00
4860	Robert Sabrowsky	Shift Reimbursement	\$ 25.00
4861	Sam Ballenger	Sleepers	\$ 120.00
4862	Sonoma County Sheriff's Office	Reimbursement	\$ 230.87
4863	Stephen Jamamillo	Training Reimbursement	\$ 100.00
4864	Trevor Morrison	Sleepers & Shift Reimbursements	\$ 160.00
4865	Aflac	Employee Paid Insurance	\$ 392.60
4866	Firefighter First Credit Union	Union Dues - Employee Paid	\$ 720.00
4867	Bauer Compressors	Service Labor - 3 years	\$ 23,520.00
4868	Bauer Compressors	SCBA Equipment - Shared Costs	\$ 742,921.21
4869	Sebastopol Hardware Center	Building Maintenance	\$ 152.13
4870	Athens Administrators	Voucher Reimbursement	\$ 186.69

Graton Fire Protection District

Check Detail

April 1-30, 2023

4871	Cal Net ATT	Phone	\$ 199.35
4872	Ian Muskar	Storm Related Food	\$ 576.27
4873	Kyler L. Walker	Mileage Reimbursement	\$ 145.41
4874	Napa Auto Parts	Door Jamb Switch x 2	\$ 42.80
4875	PG&E	Utilities	\$ 251.13
4876	Standard Insurance Company	LTD x 6	\$ 174.00
50759	Lia Liskey	Storm Response	\$ 59.51
50760	Charles Mathias	Storm Response	\$ 64.91
50761	Ian Muskar	Storm Response	\$ 347.19
50762	Robert Sabrowsky	Storm Response	\$ 2,058.26
	TOTAL		\$ 996,695.55



Graton Fire Protection District

Through April 2023

Specific and General Legal Costs, Cumulative

Subject	Tripoli Litigation *	Sabrowsky, Alvarez, Nunes Complaint	Alvarez Litigation	Personnel (Alvarez, Tripoli, Misc.)	Other (General Retainer, Tripoli PRA/Complaints)
Last month - April 23					
Liebert, Cassidy, Whitmore					
William Ross		\$ 663	\$ 405	\$ 1,640	
Merrill, Arnone, Jones					
To-date					
Liebert, Cassidy, Whitmore	\$ 41,859	\$ 43,606	\$ 10,437	\$ -	\$ 41,636
William Ross	\$ 78,954	\$ -	\$ 8,907	\$ 29,700	\$ 43,625
Merrill, Arnone, Jones	\$ 4,830	\$ -	\$ 24,301	\$ -	\$ 4,500
Total	\$ 125,643	\$ 43,606	\$ 43,644	\$ 29,700	\$ 89,760
					Grand Total
					\$ 332,353

* Court Denied Ms. Tripoli's Motions 11/2/22

NEW BUSINESS

**RESOLUTION OF
THE BOARD OF DIRECTORS OF THE GRATON FIRE PROTECTION DISTRICT
APPROVING THE STIPEND AGREEMENT WITH THE FIRE CHIEF**

BE IT RESOLVED that the Board of Directors of the Graton Fire Protection District hereby approves the Agreement with the Fire Chief.

It is Hereby Certified that the foregoing Resolution was duly introduced and legally adopted by the Board of Directors of the Graton Fire Protection District during the meeting held on the 9th day of May, 2023 by the following roll call vote:

Director Fisher _____ Director Hebel _____ 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

FIRE CHIEF STIPEND AGREEMENT

This Stipend Agreement (“Agreement”) is between the Graton Fire Protection District, a volunteer fire district of the State of California currently governed by the Fire Protection District Law of 1987 (Health & Safety Code section 13800 *et seq.*), hereinafter referred to as the “District,” and Fire Chief Bill Bullard, hereinafter referred to as “the Fire Chief.”

This Agreement is made with reference to the following facts, among others:

1. Bill Bullard currently serves as the volunteer District Fire Chief and wishes to continue to do so.
2. The District has an adopted set of policies and procedures, among which, the Position Descriptions and Classification Specifications set forth the parameters for the District Fire Chief position.
3. The District Board has found that the Fire Chief meets the qualifications set forth in the Position Descriptions and Classification Specifications for the District Chief position, and the qualifications set forth below.
4. The District and the District Fire Chief agree that it is appropriate to enter into this Agreement in order to set forth the terms and conditions of his service, as set forth below.

NOW THEREFORE, the District Board of Directors approves a stipend for the position of Chief effective this date and retroactive to December 1, 2022. The following will serve as an agreement between the District and the Fire Chief under, and in accord with, the following terms and conditions.

SECTION 1. Duties:

The Fire Chief is to perform responsible management, technical and administrative work in commanding, developing, directing and supervising the Fire Suppression Division of the Fire Department; and to provide highly responsible and technical staff assistance.

Distinguishing Characteristics

The Fire Chief is a single position management level classification in the Fire Suppression Division of the Fire Department. Under general direction from the Board of Directors, the Chief exercises considerable independent judgment in directing and supervising fire suppression activities in the Fire Department.

Supervision Received and Exercised

General direction is provided by the Board of Directors; responsibilities include the direct and indirect supervision of Battalion Chiefs and other subordinate Fire Department personnel including all paid and volunteer members.

Examples of Duties

Essential Duties: The following duties are considered essential for this job classification: Coordinate with outside management contractors, assist in the planning, development and implementation of policies, goals, objectives and priorities; participate in planning, directing and coordinating departmental personnel and general administrative activities; coordinate the activities of suppression platoons; respond to major alarm fires and personally direct fire suppression activities; prepare memoranda, directives and a variety of technical and departmental reports and records; assist in budget preparation and administration; respond to difficult complaints and requests for information; represent the District in relationships with the public, community groups, professional organizations, other Districts, and outside agencies and CALFIRE. Coordinate Fire Department activities with other District departments and divisions; select, supervise, train, and evaluate staff; serve as Duty Chief as needed.

Upon assignment as Duty Chief: Direct and supervise forces in the control of emergency incidents; make technical decisions as to the best methods of extinguishing fires after observing the fire and receiving oral reports from the Incident Commander; ascertain the need for and type of additional equipment necessary to counteract the emergency; and coordinate fire suppression resources at mutual aid responses.

Additional Duties:

In addition to the duties listed in the Essential Duties section, the incumbent in this classification may perform the following duties. This classification may not be assigned all duties listed, nor do the examples cover all duties which may be assigned:

Supervise and coordinate the maintenance of personnel records; coordinate building and facility expansion activities; prepare equipment and apparatus specifications and perform related duties as assigned.

Qualifications

Adherence to the Position Descriptions and Classification Specifications for Fire Chief Set forth in the District Policies and Procedures Manual.

Knowledge of: Principles and practices of organization, administration, training, safety, budget and personnel management; modern firefighting and rescue principles, practices, techniques and procedures, including the operation and maintenance requirements of the various types of fire apparatus and equipment; mechanical, chemical and related characteristics of a wide variety of flammable and explosive materials and

objects; fire prevention principles, practices and procedures; Federal, State and local laws and regulations pertaining to fire suppression.

Ability to: Make effective use of personnel, equipment and apparatus in emergency and non-emergency situations; provide effective instruction to subordinates; communicate orally clearly and concisely; produce written documents with clearly organized thoughts using proper sentence construction, grammar, punctuation and spelling; comprehend and make inferences from written material; enter data or information into a terminal, personal computer or keyboard device; supervise, train, evaluate and discipline subordinate personnel; establish and maintain cooperative working relationships with those contacted in the course of work.

Experience and Education: Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be: Experience - Sufficient years of increasingly responsible municipal fire suppression, supervisory, management and administrative experience at the level of Battalion Chief or above to demonstrate possession of the knowledge and abilities listed above; Education - Equivalent to a Bachelor's degree from an accredited college or university with major work in fire science, fire administration, public or business administration or a related field.

License of Certificate

This classification requires the use of a vehicle while conducting District business. In order to drive, individuals must be physically capable of operating the vehicle in a safe manner, including during emergency operation and response, and must possess and maintain a valid California Class C motor vehicle operator's license.

Working Conditions

When participating in meetings or performing work in the office, the incumbent in this classification sits for extended periods of time with the ability to change positions at will, communicates orally in a group setting, and learns job-related material through oral instruction and observation. The incumbent must also learn job-related material through structured lecture and reading in order to stay abreast of current developments in the field. When reviewing or monitoring safety and accident reports, the incumbent observes, compares or monitors data to determine compliance with prescribed operating or safety standards. When inputting statistics, the incumbent operates a variety of standard office equipment requiring continuous or repetitive hand movements.

When personally directing fire suppression activities, the incumbent discriminates among or matches colors in regards to smoke or hazardous material placards, observes or monitors objects and people's behavior to determine compliance with prescribed operating or safety standards, hears alarms and other auditory warning devices, works in a variety of weather conditions with exposure to the elements and tolerates very hot and very cold temperatures.

When participating in actual fire suppression activities, in addition to the above, the incumbent uses explosive strength, as in sprinting or jumping; lifts arms above shoulder level; works at heights greater than 10 feet; moves hoses and ladders weighing up to 90 pounds both short and long distances; climbs steps and ladders to reach objects; wears a self-contained breathing apparatus; coordinates the movement of more than one limb simultaneously; and walks over rough, uneven or rocky surfaces at grass and brush fires.

SECTION 2. Right to Employment:

The parties recognize and affirm that: 1) Chief is an "at will" volunteer position whose role may be terminated by the District without cause by four (4) or more of the District Directors, and 2) there is no express or implied promise made to Chief for any form of continued tenure.

SECTION 3. Term:

The term of this Agreement shall be for 12 months, commencing on the 1st day of June, 2023 and terminating on the 31st day of May, 2024, unless this Agreement is extended by mutual agreement of both parties.

SECTION 4. Stipend:

The Chief shall receive an initial annual stipend rate of \$40,000 per year which may be modified annually at each Agreement renewal, or as the District determines appropriate. The stipend will be paid monthly on the District's established payroll date. No health benefits are provided to this position. State and federal costs, including the District's contribution to taxes and Medicare, shall be provided by the District. All mandatory contributions shall be deducted by the District's payroll system.

SECTION 5. Exemption:

In accordance with the 2004 Fair Labor Standards Act (hereafter FLSA) section 200, "Exempt and Non-Covered Employees (Effective August 23, 2004)" the position of Chief is considered exempt. The Chief will have the authority to recommend and process policy regarding department operations. The Chief will have the authority to recommend the hiring, firing and promoting of employees and volunteers. The Chief will not normally work enough hours in any week to trigger FLSA criteria, however due to the nature of the management position Chief and the duties assigned shall exempt the Chief position from FLSA criteria as outlined by FLSA.

SECTION 6. Performance Evaluation:

The District Board may, at its discretion, review and evaluate the performance of the Fire Chief. The Fire Chief shall be entitled to discuss any such evaluation with the District Board in a properly noticed open or closed meeting of the District Board at the election of the Fire Chief.

SECTION 6. Hours of Work:

The Fire Chief shall provide roughly 8-10 hours of service per week each fiscal year. Weekly hours may vary but the annual total hours worked shall not exceed 1,000 in any fiscal year to not incur CalPERS retirement commitment.

The Fire Chief shall ensure that the duties of the Fire Chief shall be covered in the eventuality of his absence due to medical or work hour limitations.

SECTION 7. Automobile:

The Fire Chief shall operate his own vehicle in his duties; however, such vehicle shall be at all times marked as a District vehicle, shall have emergency equipment and shall be covered by District insurance. The Fire Chief shall be reimbursed for the use of his personal vehicle for District business in an amount currently set at \$500.00 per month.

SECTION 8. Insurance Benefits:

The Fire Chief shall be covered by District liability insurance for all actions related to the performance of his duties as Fire Chief. The Fire Chief shall receive no personal medical health benefits from the District.

SECTION 9. Additional Benefits:

The Fire Chief shall be reimbursed for the actual cost of cellular service for use of his personal cellular phone for District business, in an amount currently not to exceed 100.00 per month.

SECTION 10. Entire Agreement:

No oral or written provisions by either party prior to this Agreement survive. All amendments hereto shall be in writing.

SECTION 11. Severability:

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

SECTION 12. Notices:

Any notice relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight carrier service or three business days after deposit in the U.S. Mail, certified or registered, return receipt requested, with postage prepaid addressed as follows:

If to Fire Chief:

Bill Bullard
309 Conor Court
Forestville, CA 95436

If to District:

President, Board of Directors
Graton Fire Protection District
3750 Gravenstein Highway N.
Sebastopol, CA 95472

With a copy to:

Law Offices of William D. Ross
Attention: William D. Ross
400 Lambert Street
Palo Alto, CA 94306

SECTION 13. Governing Law/Venue:

This Agreement shall be governed by the laws of the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California. Venue for any cause of action shall be the Superior Court of Sonoma County, California, or for matters within the exclusive jurisdiction of Federal Courts, in the United States District Court for the Northern District of California.

[Signatures on the Following Page]

THE BOARD OF DIRECTORS OF THE GRATON FIRE PROTECTION DISTRICT has caused this Agreement to be signed and executed in its behalf by its Board President and duly attested to by the Clerk to the Board of Directors, and the Fire Chief have reviewed and approved this Agreement on May 9, 2023.

GRATON FIRE PROTECTION DISTRICT

Dated: _____

Bob Maddocks, President
Board of Directors
Graton Fire Protection District

Approved as to Form:

Dated: _____

William D. Ross
District Counsel

ATTEST

Dated: _____

Jill C. Melendy,
Administrative Assistant
Graton Fire Protection District

BILL BULLARD

Dated _____

Bill Bullard, Chief
Graton Fire Protection District

COMMITTEE REPORT

Family and Medical Leave

1113.1 PURPOSE AND SCOPE

Federal

The purpose of this policy is to provide general guidance for managing unpaid leave for eligible employees for qualified medical and family reasons, including (29 USC § 2612; Government Code § 12945.1; Government Code § 12945.2):

- The birth, adoption, or foster care placement of a child.
- To care for an immediate family member with a serious health condition.
- When an employee is unable to work because of his/her own serious health condition.
- To care for a spouse, son, daughter, parent, or next of kin service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty. Under the California Family Rights Act (CFRA), this includes care for a domestic partner.
- Under CFRA, leave due to a qualifying exigency (as defined in Unemployment Insurance Code § 3302.2) related to the covered active duty or call to active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

This policy does not address all possible situations and circumstances that may arise when an employee requests leave for family or medical reasons. As these leave situations arise, supervisors should consult with the Administration or legal counsel to obtain specific guidance regarding leave rights and obligations.

Nothing in this policy supersedes any provision of any collective bargaining agreement, civil service or other local rule, or any law that provides greater family or medical leave rights.

1113.1.1 DEFINITIONS

Federal

Definitions related to this policy include:

CFRA - California Family Rights Act (Government Code § 12945.1; Government Code § 12945.2).

Child - A child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability (29 USC § 2611; 29 CFR 825.102; 29 CFR 825.122). An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster child; stepchild; or a child for whom the employee is standing in loco parentis (in place of a parent). Under CFRA, a child includes a legal ward and child of a domestic partner (Government Code § 12945.2).

FMLA - The federal Family and Medical Leave Act (29 USC § 2601 et seq.).

Qualified health care professional - A physician, surgeon, doctor of osteopathy, podiatrist, dentist, psychologist, optometrist, nurse practitioner, nurse midwife, clinical social worker, or

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physician assistant duly licensed and authorized to practice medicine; chiropractors for some purposes; any health care provider from whom the department benefits plan will accept certification of the existence of a serious health condition to substantiate a claim for benefits (29 CFR 825.125).

Spouse - The person with whom an employee has entered into a marriage as defined or recognized by the location in which the marriage was entered into (29 USC § 2611; 29 CFR 825.102; 29 CFR 825.122).

Family member(under CFRA) - A child, parent, grandparent, grandchild, sibling, spouse, or domestic partner as defined in Family Code § 297, or a designated person as defined by Government Code § 12945.2.

Family member(under FMLA) - A spouse, child, or parent as defined by 29 CFR 825.122.

1113.2 POLICY

Best Practice

It is the policy of the Graton Fire Protection District to manage unpaid leave for eligible employees for qualified medical and family reasons in compliance with federal and state law and any applicable collective bargaining agreement.

1113.3 ELIGIBLE EMPLOYEES

Federal

Employees are eligible for FMLA/CFRA after working for the Graton Fire Protection District for at least one year and completing 1,250 hours over the 12 months prior to the commencement of the leave (29 USC § 2611; 29 CFR 825.110; Government Code § 12945.2).

For leave under FMLA, employees may not be eligible for leave if there are less than 50 other employees within 75 miles of the employee's work site (29 USC § 2611; 29 CFR 825.110).

1113.4 TYPE AND DURATION OF LEAVE

Federal

Generally, eligible employees are entitled under FMLA/CFRA to 12 work weeks of unpaid leave during a 12-month period (29 USC § 2612; 29 CFR 825.100). Up to 26 weeks of unpaid leave during a single 12-month period may be available to care for certain injured military service members. The 12-month period is measured backward from the date leave is taken and continuously with each additional leave day taken.

1113.4.1 SERIOUS HEALTH CONDITIONS

Federal

Eligible employees may take up to 12 weeks of leave to care for a family member with a serious health condition or when the employee is unable to work because of his/her own serious health condition (29 USC § 2612(a)(1); 29 CFR 825.200; Government Code § 12945.2).

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Under FMLA, if both spouses are employed by the Graton Fire Protection District, the combined number of work weeks to care for a sick parent is limited to 12 work weeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.201).

Generally, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves (29 USC § 2611; 29 CFR 825.113):

- An overnight stay in a hospital, hospice, or residential medical care facility (29 CFR 825.114).
- Continuing treatment by a qualified health care professional due to a serious health condition of more than three full consecutive calendar days (29 CFR 825.115(a)).
- Any period of incapacity due to pregnancy complications or prenatal care (29 CFR 825.115(b)).
- A chronic condition which requires treatment (29 CFR 825.115(c)).
- A permanent condition for which treatment may not be effective (such as Alzheimer's or the terminal stages of a disease) (29 CFR 825.115(d)).
- Any period of absence to receive multiple treatments, including any recovery period, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days without medical intervention or treatment (such as cancer chemotherapy or physical therapy for arthritis) (29 CFR 825.115(e)).

1113.4.2 BIRTH OR PLACEMENT OF A CHILD

Federal

Eligible employees may take up to 12 weeks of leave for the birth, adoption, or foster care placement of a child of the employee (29 USC § 2612; 29 CFR 825.200; Government Code § 12945.2). The leave must be concluded within one year of the birth or placement of the child (29 CFR 825.120; 29 CFR 825.121).

Under FMLA, if both parents are employed by the Graton Fire Protection District, the combined number of work weeks of leave is limited to 12 work weeks during any 12-month period (29 USC § 2612(f); 29 CFR 825.120; 29 CFR 825.121).

1113.4.3 MILITARY EXIGENCY LEAVE

Federal

Eligible employees may take service member leave of up to 12 weeks for qualifying exigencies occurring because a spouse, child, or parent is on covered active duty or has been notified of an impending order to active duty (29 USC § 2612(a)(1)(E); 29 CFR 825.200). This type of leave is available to a family member of a person in the National Guard, Reserves, or members of the regular Armed Forces deployed to a foreign country. Qualifying exigencies include (29 CFR 825.126):

- Addressing issues that arise from a short notice (seven or less days) deployment.
- Attending military events related to the active duty or call to duty.

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- Attending family support or assistance programs.
- Making child care or educational arrangements or attending school activities arising from active duty or a call to active duty.
- Making financial and legal arrangements.
- Spending time with a military member who is on short-term rest-and-recuperation leave during a period of deployment.
- Attending post-deployment activities.
- Addressing issues that arise from the death of a military member, such as making funeral arrangements.
- Caring for a military employee's parent who is incapable of self-care, such as providing care on an immediate need basis or arranging for alternative care.

1113.4.4 MILITARY CAREGIVER LEAVE

Federal

Eligible employees may take up to 26 weeks of leave in a single 12-month period to care for a spouse, son, daughter, parent, or next of kin who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform work (29 USC § 2612; 29 CFR 825.200).

Military caregiver leave is also available to family members of covered veterans who were members of the Armed Forces, including the National Guard or Reserves, at any point in the five years preceding the date on which the covered veteran undergoes medical treatment, recuperation, or therapy (29 USC § 2612; 29 CFR 825.127).

During the single 12-month period, employees are entitled to no more than a combined total of 26 weeks of FMLA leave. In any case in which both spouses are employed by the Graton Fire Protection District, the combined number of work weeks of leave is limited to 26 during any 12-month period (29 USC § 2612(f); 29 CFR 825.127).

Service member FMLA leave runs concurrent with other leave entitlements provided under federal, state, and local law. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

1113.4.5 FAMILY MILITARY LEAVE

State

An employee who is a spouse or registered domestic partner of a member of the military who is deployed to designated combat zones is entitled to take up to 10 days unpaid leave (Military and Veterans Code § 395.10).

1113.4.6 INTERMITTENT LEAVE

Federal

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An employee may take leave for the employee's own serious health condition, for the serious health condition of the employee's spouse, child, or parent, or to care for a covered service member with a serious injury or illness, intermittently or on a reduced schedule if medically necessary, and if that medical need can best be accommodated by an intermittent schedule as defined in federal law (29 USC § 2612(b); 29 CFR 825.202; 29 CFR 825.124).

Leave due to a military exigency may be taken on an intermittent or reduced-leave schedule (29 CFR 825.202).

Intermittent leave for the birth, adoption, or foster care placement of a child is only available if granted at the discretion of the Fire Chief, unless the employee has a serious health condition in connection with the birth or if the newborn child has a serious health condition (29 CFR 825.120; 29 CFR 825.121).

Intermittent leave for any employee shall be tracked and calculated.

1113.4.7 PREGNANCY DISABILITY LEAVE

State

FMLA is separate and distinct from disability leave for pregnant employees. Pregnant employees may be entitled to a disability leave as provided in the Pregnancy Disability Leave Policy in addition to any FMLA/CFRA leave.

1113.4.8 LEAVE FOR VICTIMS OF CRIME OR ABUSE

State

Eligible employees may take leave if the employee is the victim of a crime, abuse, or sexual assault and needs leave for any of the purposes specified in Labor Code § 230.1. Reasonable advance notice of leave is required except in cases where notice is not feasible. Information relating to this leave shall be kept confidential to the extent permitted by law (Labor Code § 230.1).

The Department shall provide written notice of the rights specified in this section to newly hired employees and upon request (Labor Code § 230.1).

1113.5 EMPLOYEE BENEFITS WHILE ON LEAVE

Federal

While on leave, employees will continue to be covered by any group health insurance to the same extent that coverage is provided while the employee is on the job (29 USC § 2614(c); 29 CFR 825.209). However, employees will not continue to be covered under non-health benefit plans.

Employees are responsible for any health plan employee contributions while on leave (29 CFR 825.210). Employee contribution rates are subject to any change in rates that occurs while the employee is on leave. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the Department may recover its share of health plan premiums for the entire leave period unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member that would entitle the employee to leave, or because of circumstances beyond the employee's control (29 CFR

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825.213). The Department may recover premiums through deduction from any sums (e.g., unpaid wages, vacation pay).

Employees may not earn additional time off while on unpaid leave.

1113.6 SUBSTITUTION OF PAID ACCRUED LEAVES

Best Practice

Subject to applicable collective bargaining agreements and civil service rules, employees are required to exhaust all applicable paid leave before taking unpaid leave. Paid accrued leave includes vacation leave, sick leave, personal leave, and compensatory time earned in lieu of overtime, pursuant to the Fair Labor Standards Act, during FMLA and/or CFRA leave. Employees may not use paid accrued leave to extend FMLA/CFRA leave beyond 12 work weeks per year.

1113.6.1 USE OF SICK LEAVE

Best Practice

Employees are required to first exhaust paid sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.

Employees may choose to use paid sick leave concurrently with leave under this policy (Labor Code § 233):

- To care for a family member (as defined by Labor Code § 245.5) with a serious health condition.

1113.7 USE OF FMLA/CFRA LEAVE

Best Practice

If an employee takes a leave of absence for any reason that is FMLA/CFRA-qualifying, the Department may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for Firefighters who are on workers' compensation leave pursuant to Labor Code § 4850.

1113.8 PROCEDURES

Federal

The following procedures will apply for all employees requesting leave under FMLA/CFRA:

- (a) When a leave is requested for a medical or other FMLA/CFRA-related treatment appointment, the employee must make a reasonable effort to schedule the appointment at a time that minimizes disruption to the department's operations (29 USC § 2612; 29 CFR 825.302).
- (b) An employee who wishes to take FMLA/CFRA must provide his/her supervisor with 30 days' advance notice when the leave is foreseeable or as soon as practicable if the need for leave is not foreseeable (29 USC § 2612; 29 CFR 825.302; 29 CFR 825.303).
- (c) At the time of the request, the employee must complete a FMLA/CFRA request form.

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Requests for medical leave shall be accompanied by a qualified health care professional statement, including the date on which the serious health condition began and the estimated date of return to work (29 USC § 2613; 29 CFR 825.302).

Once the leave is requested or designated by the Department, the supervisor should forward the request and any medical certifications to the Administration and ensure the employee is provided the necessary forms and FMLA/CFRA information within five days (29 CFR 825.300).

Employees are required to provide medical certification of a qualified health care professional or military documentation, if requested (29 CFR 825.305; 29 CFR 825.308; 29 CFR 825.309; 29 CFR 825.310).

Employees shall be required to periodically report on their status and intent to return to work (29 USC § 2614; 29 CFR 825.311). This may assist in avoiding a delay in reinstatement when the employee is ready to return to work.

Employees returning from a medical leave from the employee's own serious health condition will be required to present medical verification from a qualified health care professional of the employee's ability to return to work and a list of any restrictions that need to be accommodated (29 USC § 2614; 29 CFR 825.100; 29 CFR 825.312).

1113.9 REINSTATEMENT FOLLOWING LEAVE

Federal

Generally, employees returning from FMLA/CFRA within the qualified period will be restored to their original job or to an equivalent job with equivalent pay and benefits (but not seniority), unless the employee would not otherwise have been employed at the time reinstatement is requested (e.g., in the case of a layoff) (29 USC § 2614; 29 CFR 825.214; 29 CFR 825.216).

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

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

After exhausting paid FMLA/CFRA leave, non-paid leave will continue until the conclusion of the protected 12- or 26-week time limit. Following the protected leave, the Fire Chief, in consultation with the legal counsel or the Administration, will determine whether non-FMLA/CFRA leave should apply.

1113.10 RESPONSIBILITY

Best Practice

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Family and Medical Leave

Supervisors should work with the Administration or legal counsel regarding questions relating to leave or reinstatement from leave under this policy. The Administration should advise the supervisor and inform members of their rights and responsibilities.

1113.11 RECORDS

Federal

The Department will maintain leave-related records as required by 29 CFR 825.500 for at least three years and in compliance with the department's established records retention schedule.

Records and documents related to doctor certifications and other medical information created for purposes of complying with FMLA/CFRA and this policy shall be maintained as confidential medical records in separate files from employee personnel files.

1113.12 NOTICE TO EMPLOYEES

Federal

The Fire Chief should ensure that a notice explaining the FMLA's provisions and procedures is prominently posted in conspicuous places in the Department where it can be readily seen by all employees and applicants for employment. Electronic posting is sufficient as long as the other posting requirements have been met as provided by 29 CFR 825.300 (29 CFR 825.300).

On-Duty Voting in Statewide Elections

1106.1 PURPOSE AND SCOPE

Best Practice

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

Best Practice

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

State

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

State **MODIFIED**

The 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.

Discriminatory Harassment

1102.1 PURPOSE AND SCOPE

Federal

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

Federal

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

Federal **MODIFIED**

Definitions related to this policy include:

1102.3.1 DISCRIMINATION

Federal

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

Graton Fire Protection District

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Discriminatory Harassment

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.

1102.3.2 RETALIATION

Federal

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

Federal

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

Federal

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 Civil Rights Department 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

Best Practice **MODIFIED**

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.

Graton Fire Protection District

Policy and Procedures Manual

Discriminatory Harassment

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 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

State

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

1102.4.2 SUPERVISOR RESPONSIBILITIES

Best Practice **MODIFIED**

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

Best Practice

Supervisors and managers shall be aware of the following:

Graton Fire Protection District

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Discriminatory Harassment

- (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.

1102.5 INVESTIGATION OF COMPLAINTS

Best Practice

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

Best Practice **MODIFIED**

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

Best Practice **MODIFIED**

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.

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Discriminatory Harassment

1102.5.3 ALTERNATIVE COMPLAINT PROCESS

Best Practice

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

Best Practice **MODIFIED**

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:

- (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

Best Practice

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

Agency Content

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.

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Discriminatory Harassment

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

Best Practice

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

State

The Training Officer should ensure that employees receive the required state training and education regarding sexual harassment, prevention of abusive conduct, and harassment based 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 Civil Rights Department online training courses, the Training Officer should ensure that employees are provided the website address for the training course: <https://calcivilrights.ca.gov> (Government Code § 12950; 2 CCR 11023).

1102.8.2 TRAINING RECORDS

State

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

State

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

Policy Manual

203.1 PURPOSE AND SCOPE

Best Practice

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

Best Practice

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

Best Practice

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

Best Practice

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.

Graton Fire Protection District

Policy and Procedures Manual

Policy Manual

203.3 RESPONSIBILITIES

Best Practice

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

Discretionary

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

Discretionary MODIFIED

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

Discretionary

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 Duty Officer.

203.4 FORMATTING CONVENTIONS FOR THE POLICY MANUAL

Best Practice

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

203.4.1 ACCEPTABLE ABBREVIATIONS

Discretionary

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

Best Practice

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.

Graton Fire Protection District

Policy and Procedures Manual

Policy Manual

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.

Fire Code - The 2018 edition of the International Fire Code (IFC) (2019 California Fire Code, Title 24, Part 9) 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.

Graton Fire Protection District

Policy and Procedures Manual

Policy Manual

203.5 DISTRIBUTION OF THE POLICY MANUAL

Best Practice **MODIFIED**

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

- Fire Chief
- Each fire station
- Fire Board

An electronic version of the Policy Manual will be made available on the department network for access by all members. 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

Best Practice

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

Best Practice **MODIFIED**

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Members are responsible for keeping informed of all Policy Manual revisions.

All Graton Fire Protection District members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to their supervisors, who will consider the recommendations and forward them to the command staff as appropriate.

PURCHASE REQUESTS

Structure Turnouts

5/9/2023

	Vendor	Price
1	Curtis	\$ 24,545
2		
3		
4		

Requested Motion: I Make a Motion to purchase 5 sets of Structure Turnouts and 2 pairs of Structure Pants from Curtis, single item vendor not to exceed \$25,000.

Structure Boots

5/9/2023

	Vendor	Price
1	Firefighters Safety	\$3,795
2	Premier	\$4,108
3	FirePenny	\$4,395
4		

Requested Motion: I Make a Motion to purchase 6 Pairs of Structure Boots from Firefighters Safety, not to exceed \$4000.

Structure Helmet Quotes
5/9/2023

	Vendor	Price
1	The Fire Store	\$ 4,029
2	Feldfire	\$ 3,835
3	All Hands Fire Equipment	\$ 4,242
4		

Requested Motion: *I make a motion to purchase 5 Structure Helmets, 4 Wildland Helmets and 20 smoke hoods from The Fire Store not to exceed \$4500*

Minitor VI pagers
5/9/2023

	Vendor	Price
1	PW Service	\$ 1,342
2	Radio Depot	\$ 1,245
3	Magnum electronics	\$ 1,342
4		

Requested Motion: I Make a Motion to purchase 2 Motorola Minitor VI pagers, Chargers and Warrenty from PW Services not to exceed \$1500.

Mobile Radio Quotes
5/9/2023

	Vendor	Price
1	49er Communications	\$ 5,240
2	King Radios	\$ 5,067
3	Bendix King	\$ 5,067

Requested Motion: *I make a motion to purchase a mobile radio and required accessories from 49er Communications*

FIRE CHIEF'S REPORT



Graton Fire Protection District

Post Office Box A, Graton, California 95444

www.gratonfire.com

ROSTER

#	Name	Rank	CDL	Cell	Home	Wk/Pgr/Other
1	Bill Bullard	8400 Chief / EMT				
2	Josh Skikos	8401 Deputy Chief				
3	Robert Sabrowsky	8402 Asst Chief / EMT				
4	Ian Muskar	8403 Asst Chief / EMT				
5	Darrell Kopriva	8404 Captain				
6	Dustin Blumenthal	8405 Captain / EMT				
7	Kyler Walker	8406 Captain / EMT				
8	Dusty Parker	8407 Captain / EMT				
9	Shane Spelman	Engineer / EMT				
10	Matt Miller	Engineer / EMT				
11	Kyle Bartlett	Engineer / EMT				
12	Sapphire Alvarez	Firefighter / EMT				
13	Jonathan Preciado	Firefighter / EMT				
14	Matt Skinner	Firefighter				
15	Chaz Mathias	Firefighter				
16	Jenna Dunbar	Firefighter / EMT				
17	Sam Ballenger	Firefighter				
18	Evan Jacobs	Firefighter / EMT				
19	Kristen Cattell	Firefighter / EMT				
20	Emily Fuller	Firefighter / EMT				
21	Mathias Bonse	Firefighter				
22	Lia Liskey	Firefighter / EMT				
23	Angel Cuevas	Firefighter				
24	Eddie Castaneda	Firefighter / EMT				
25	Trevor Morrison	Firefighter / EMT				
26	Ryan Waner	Firefighter / EMT				
27	Keenan Whyte	Firefighter / EMT				
28	Jerimiah Mahan	Firefighter / EMT				
29	Stephen Jaramillo	Firefighter / EMT				
30	Shelby Buchmann	Trainee				
31	Ella Griffith	Trainee				
32	George Ristad	Trainee				
33	Moses Castrellon	Trainee				
34	Kristin Lupo	Trainee				
35	Alexis Pacheco	Trainee				
36	Brianna Cook	Trainee				
37	Tyler Bishop	Cadet				
38	Austin Beckman	Cadet				
	Bob Maddocks	President				
	Scott Fisher	Vice President				
	Jonathan Hebel	Treasurer				
	Carla Peterson	Secretary				
	Jason Nunes	Member				

Business Phone Number	823-8400
Fax Number	823-7251
Firefighters Association Phone Number	823-8400 x120
On-Duty Engine Officer	
Administrative Assistant, Jill Mefendy	
Tree Farm, Heather O'Dell	
Fire Investigator, John Teague	



Graton Fire Protection District

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ANNUAL ALARMS 2022-2023

Type	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Totals
Assist/Service Call	5	5	15	8	7	4	12	3	2	2			63
Auto/Mutual Aid	16	15	14	16	19	19	15	12	16	13			155
Debris Fire													0
Fire Alarm	5	10	2	1	1	6	2	1	3	2			33
Gas Leak				1	2	1		2					6
Hazardous Condition	2	2	7	3	5	11	40	15	21	3			109
Haz-Mat													0
Investigation	2	3	4		4		7	2	1	4			27
Medical Aid	30	33	40	33	32	36	31	28	47	27			337
Other / Cancellations									1				1
Rescue							2						2
Structure Fire	2			1		1			1				5
Traffic Collision	3	5	4	5	1	3	1	7	3	3			35
Vegetation Fire				1									1
Vehicle Fire					1				2	1			4
Total	65	73	86	69	72	81	110	70	97	55	0	0	778

Prepared By: Capt. Darrell Kopriva



Graton Fire Protection District

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Drill & Activity Reports

APR 2023

#	Date	Description	Type
1)	04/01	Disaster Fair (@Station)	S
2)	04/03	Fire Academy (Search & Rescue)	T
3)	04/06	Thur. Night Drill (Search & Rescue)	R
4)	04/10	Fire Academy (Forcible Entry/Midterm Review)	T
5)	04/13	Thur. Night Drill (Association Night)	R
6)	04/17	Fire Academy (Midterm)	T
7)	04/20	Thur. Night Drill (Large Area Search)	R
8)	04/24	Fire Academy (Ventilation)	T
9)	04/25	Driver's Training 8460 (Skinner)	S
10)	04/27	Thur. Night Drill (Firefighter Resiliency)	R
11)	04/29	Grant Writing (Sabrowsky)	S
12)	04/29	Fire Academy (Ventilation)	T

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