



MONTE RIO FIRE PROTECTION DISTRICT

P.O. Box 279 • Monte Rio, CA 95462 • (707) 865-2067

Fire Chief • Steve Baxman • www.monteriofire.org

NOTICE & AGENDA OF THE BOARD OF DIRECTORS SPECIAL MEETING

Tuesday, September 8, 2020 6:00 PM

Via Zoom Video Conference

Web URL: <https://uso2web.zoom.us> Meeting ID: 818 1559 1247 Passcode: 619981

Phone (audio only): (669) 900-6833 Meeting ID: 880 1559 1247 Passcode: 619981

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. APPROVAL OF AGENDA (changes, additions, or deletions) (*Action Item*)
3. PUBLIC COMMENT ON ITEMS NOT AGENDIZED
*Any citizen wishing to speak to the Board on any item **not listed on the Agenda** may do so under public comment. All presentations made under public comment are normally restricted to three (3) minutes in length per meeting unless the Board Chair specifically authorizes additional time.*
4. CORRESPONDENCE
5. NEW BUSINESS
 - a. Consider Adoption by reference of Lexipol Policies and Procedures as Interim District Policies and Procedures (*Discussion Item, possible Action Item*)
6. OLD BUSINESS
 - a. Consider Adoption of Temporary Firefighter Agreement (*Discussion Item, possible Action Item*)
7. ADJOURNMENT

Accessible Meeting Information

The Monte Rio Community Center meeting room is accessible to persons using wheelchairs and other assistive mobility device.

Please make your requests for documents in alternative format (large font or Braille) or additional accommodations such as sign language interpretation or real-time captioning to District Administrative Staff, Tiffanie Palmer at (707) 823-1089 (Voice), call **711 for the free Telecommunications Relay Service**, or e-mail tpalmer@goldridgefire.org.

Requesting accommodations at least 72 hours prior to the meeting will help to ensure availability.

At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.



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CERTIFICATION OF POSTING

I certify that I posted a copy of the foregoing agenda at the regular meeting place of the Board of Directors of the Monte Rio Fire Protection District at least 72 hours in advance of the meeting of the Board of Directors. (Government Code Section 54954.2).

/s/ _____

RESOLUTION NO.# 20/21-01
DATED: September 8, 2020

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTE RIO FIRE PROTECTION DISTRICT ADOPTING
A TEMPLATE TEMPORARY FIREFIGHTER EMPLOYEE AGREEMENT**

WHEREAS, the Monte Rio Fire Protection District ("District") wishes to approve a template agreement for the hire of temporary District firefighter personnel ("Temporary Employment Agreement"); and

WHEREAS, the Temporary Employment Agreement is intended, among other things to provide the parameters and compensation of temporary District firefighter personnel; and

WHEREAS, the temporary District firefighter personnel hired under the Temporary Employment Agreement are subject to the District Policies and Procedures Manual.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Monte Rio Fire Protection District adopts the Monte Rio Fire Protection District Temporary Firefighter Agreement, attached and incorporated by reference hereto as Attachment 1.

PASSED, APPROVED and ADOPTED at a special meeting of the Board of Directors of the Monte Rio Fire Protection District held on the 8th day of September 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Fein
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Steve Baxman
Fire Chief

William D. Ross
District Counsel

RESOLUTION NO.# 20/21-02
DATED: September 8, 2020

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTE RIO FIRE PROTECTION DISTRICT ADOPTING
BY REFERENCE THE LEXIPOL POLICIES AND PROCEDURES MANUAL AS THE INTERIM DISTRICT POLICIES
AND PROCEDURES MANUAL FOR 180 DAYS**

WHEREAS, the Monte Rio Fire Protection District (“District”) wishes to adopt by reference the Lexipol Policies and Procedures Manual (the “Manual”) for a limited period to allow to serve as the District policies and procedures while the District develops its own policy manual; and

WHEREAS, the Manual is intended, among other things to provide direction to employees, volunteers and temporary employees and for the District operational and administrative procedures; and

WHEREAS, the District Board retains the discretion to omit and/or amend certain Manual provisions pending adoption of permanent District policies and procedures.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Monte Rio Fire Protection District adopts the Lexipol Policies and Procedures as the interim manual to guide District operations, administration and personnel for a period not to exceed 180 days; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the Monte Rio Fire Protection District reserves the right to omit and/or amend certain provisions of Lexipol Policies and Procedures Manual until the District has adopted permanent policies and procedures; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the Monte Rio Fire Protection District reserved the right to extend the expiration of the interim adoption by reference of the Lexipol Policies and Procedures Manual a further term beyond 180 days.

PASSED, APPROVED and ADOPTED at a special meeting of the Board of Directors of the Monte Rio Fire Protection District held on the 8th day of September 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Fein
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Steve Baxman
Fire Chief

William D. Ross
District Counsel

Monte Rio Fire Protection District

Temporary Firefighter Employment Agreement

This Temporary Firefighter Employment Agreement (the “Agreement”) is made and entered into effective as of this ____ day of _____, _____, by and between the Monte Rio Fire Protection District (“District”), a California Special District organized pursuant to Health and Safety Code § 13800 *et seq.*, and _____ (hereinafter referred to as “Employee”).

Recitals

1. Employee is a New Employee who meets the job requirements for Temporary employment and has successfully completed the hiring process for the District.
2. The parties agree to the following terms and conditions concerning services rendered by Employee to the District, and agree to comply with the rights and responsibilities set forth herein.

ARTICLE I

Rights and Responsibilities

1.1. Duties. Employee is required to perform all duties assigned by the supervisor, or Fire Chief in compliance with District policies and procedures. Employee shall devote his or her best efforts to the faithful discharge of his or her duties, including all duties assigned to him or her.

Employee shall be required to devote his or her full time, ability and attention when assigned or called to duty for the District, and to the performance of the duties assigned to him or her hereunder from time to time. Employee shall not be permitted to provide services to any other business or organization while on duty.

1.2. Chain of Command. Employee shall comply with the established chain of command within the District in every aspect of the performance of services for the District.

1.3. Standards of Active Status. Employee shall meet all District standards to achieve and maintain active status, including but not limited to the following: participating in required training, meeting all training standards, passing required physical ability tests each year, achieving and maintaining required certifications and licensing, including necessary criminal records background checks, complying with District residency or non-residency requirements, attending drills and training sessions, and successfully completing medical physical examinations as required by the District. To remain on active status Employee will maintain the following participation:

- Attend 3 two-hour training sessions per month as scheduled by the District
- Attend all District mandated training
- Successfully complete skills at Engine Company performance evaluations

- Pass physical ability tests (CPAT and PAC)
- Pass medical physical examinations
- Maintain certifications and licenses listed on rank specific job description
- District residency – respond to 25% 911 emergency call per quarter
- Non-District residency – provide 24 hours of station duty per month (unpaid)

1.4. *Inactive Status.* Employees who do not maintain the District standards, including residency/non-residency, training, performance, medical, physical or certification/licensing standards in any quarter, will be placed on inactive status. An Inactive Employee is not permitted to respond on 911 emergencies or mutual aid calls. Inactive Employees will have six (6) months to regain active status. If active status is not regained, the Employee will be discharged.

ARTICLE II Compensation and Term

2.1. *Wages.* Employees will be compensated an hourly rate as set forth in the **Temporary Firefighter Rate and Benefit Schedule**, attached and incorporated hereto as Exhibit “A.” Employees will be compensated for responding to 911 emergency calls and for attending training scheduled by the District or pre-approved by the District. Other forms of compensation include response to mutual aid under the State of California Master Mutual Aid Agreement, and working in the capacity as a Part Time employee for the District as set forth by the Resolution.

2.2. *Hours Worked.* Employees are limited to work less than 1,000 hours per calendar year. Employees will work a 3 shift cycle, 48/96 on/off schedule, with overtime paid at 1 ½ times the hourly rate after 40 hours worked. The 3 shift cycle starts Monday and ends Sunday.

2.3. *Term.* Employees are hired for a 90-day term (“Initial Term”). The Initial Term may be extended via mutual agreement by both parties. Should a permanent position become available, the District its sole discretion may offer such permanent position to Employee.

2.4. *Benefits.* Employee shall be eligible to participate in and receive benefits pursuant to this agreement as long as they remain on active status with the District. The District will provide the Employee with the following benefits as defined in the District’s current **Temporary Firefighter Rate and Benefit Schedule**. An example of benefits include:

- Duty uniform
- Protective Equipment for all aspects of emergency response
- Membership to the California State Firefighters Association.
- Workers Compensation Insurance and an Income Protection/Life and Accident Insurance Policy coving injury, illness or death resulting from employment with the District, including sanctioned athletic events, augmenting workers compensation benefits

- Accidental Death and Dismemberment Insurance Policy.
- Employee Assistance Program with fully confidential services to the Employee.
- Employees will also be entitled to all other state and federal line of duty death benefits afforded to Firefighters as active Paid Call members of the District.
- Employees serving five years of active status are eligible for the District's Severance Pay Plan upon leaving the District as a member in good standing, in accordance with the plan.

Employee is not entitled to the rights or benefits afforded to regular District employees, including but not limited to vacation, paid holidays, or sick leave, group medical or dental insurance or the District Retirement Plan.

ARTICLE III

Agreement to Comply With District Policies and Procedures

3.1. Equal Employment Opportunity. In order to provide equal employment and service advancement opportunities to all individuals, employment and business practices at the District will be based on merit, qualifications and abilities. Employment and business practices will not be influenced or affected by an individual's race/color, national origin/ancestry, sex, religion, age, mental or physical disability, veteran's status, political affiliation, medical condition, marital status, sexual orientation, gender, gender identity, pregnancy or any other characteristic protected by federal, state or local law. This policy governs all aspects of District business and service.

If you have questions or concerns about any type of discrimination in the workplace, you are encouraged to bring these issues to the attention of the Fire Chief. You can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of service.

3.2. Unlawful Harassment and Discrimination. The District is committed to providing a work environment that is free of discrimination and harassment. In keeping with this policy, the District strictly prohibits harassment and discrimination of any kind, including harassment and discrimination on the basis of sex, race, color, religion, gender, gender identity, age, mental or physical disability, medical condition, national origin, citizenship status, marital status, veteran status, sexual orientation, pregnancy, or any other characteristic protected under Federal or state law or local ordinance. This policy also prohibits discrimination and harassment in the form of sexual favoritism, which occurs when individuals are qualified for but are denied an employment opportunity or benefit because the person who received the employment opportunity or benefit submitted to sexual advances or requests. Favoritism or preferential treatment in the terms and conditions of employment on the basis of sexual conduct, sexual attraction, appearance, and/or physical characteristics or attributes is also prohibited.

Harassment may take many forms, but the most common forms may include:

Verbal harassment such as vulgar jokes, epithets, slurs, negative stereotyping, and unwelcome remarks about an individual's gender, body, color, physical characteristics, appearance, or talents, questions about a person's sexual practices, or patronizing terms or remarks;

Physical harassment such as physical interferences with normal work, impeding or blocking movement, assault, unwelcome physical contact, staring at a person's body, and threatening, intimidating or hostile acts that relate to a protected characteristic; and

Visual harassment such as offensive or obscene photographs, calendars, posters, cards, cartoons, drawings and gestures, display of sexually suggestive or lewd objects, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual, because of a protected characteristic, that is placed on walls, bulletin boards, or elsewhere on District premises or circulated in the workplace.

There are two distinct categories of sexual harassment.

a. Sexual harassment occurs when an individual's submission to or rejection of unwelcome conduct is used as a basis for employment decisions affecting that individual, including granting of employment benefits; in addition,

b. Sexual harassment occurs when unwelcome sexual conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile, or offensive working environment, even if it does not lead to tangible or economic job consequences.

Sexual harassment includes harassment of women by men, of men by women, and same-sex, gender-based harassment.

If you believe that the comments, gestures, or conduct of any co-employee, supervisor, visitor, or person doing business with or for the District is offensive, you should immediately report the facts of the incident to your supervisor or the Fire Chief.

The District's policy is to conduct a prompt, thorough, and objective investigation of the complaint. At the conclusion of its investigation, it will attempt to determine whether unlawful harassment or discrimination has occurred. The District will look at the totality of the circumstances, including the nature of the conduct and the context in which it occurred. If appropriate, the District will, as promptly as possible, communicate its decision to the person accused and to the person complaining. If it determines that harassment or discrimination has occurred, the District will take remedial action commensurate with the severity of the offense. This action may include disciplinary action against the accused up to and including termination. The District will also take steps as necessary in an effort to prevent any further harassment or discrimination.

The District will not retaliate against any individual for reporting incidents of harassment or perceived harassment or discrimination, for making complaints of harassment or discrimination, or for participating in any investigation of incidents of harassment or discrimination, or perceived harassment or discrimination.

The District encourages all employees to immediately report any incidents of discrimination and/or harassment forbidden by this policy so that complaints can be resolved promptly. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited discrimination and harassment in employment. If you think that you have been discriminated against or harassed, or that you have been retaliated against for resisting such behavior or for complaining about it, you may file a complaint with the Department of Fair Employment and Housing (DFEH) within one year of the last date of unlawful harassment, or with the Equal Employment Opportunity Commission (EEOC) within 180 days of the alleged discriminatory act. The nearest DFEH and EEOC branch offices are listed in the telephone book.

3.3. Drug Free Workplace. The District maintains a drug free workplace. The District's policy prohibits the use, possession, manufacture, sale, purchase, transfer or being under the influence of alcoholic beverages, illegal drugs or other intoxicants at any time on District premises, or while providing services to the District.

The District reserves the right (without consent) to inspect and/or search all property on District premises, for intoxicating liquor, controlled or illegal substances.

3.4. Child Protection Policy. All persons who have contact with children while providing services to the District are required by California law to immediately report when the person:

- (1) has knowledge of or observes a child who he or she reasonably suspects has been subjected to abuse, neglect, or mental suffering; or
- (2) has observed a child being subjected to circumstances or conditions that would reasonably result in abuse, neglect, or mental suffering;
- (3) has been informed that a child has been subjected to abuse, neglect, or mental suffering; or
- (4) believes that a child has been subjected to abuse, neglect, or mental suffering.

A copy of any written report made by a mandated reporter shall be given to the Fire Chief. Mandated reporters must maintain confidentiality of the reported information, and must not discuss the report or matters involving the child.

3.5 Confidential Information. Employee agrees that all information communicated to him or her with respect to the work conducted by him or her for the District, whether or not that information was directly or intentionally communicated, is confidential. Employee promises and agrees that he or she will not disclose any confidential information to any person unless specifically authorized in writing by the District to do so, or unless required to do so in the course and scope of performing Employee's duties under this Agreement. Employee shall use his or her best efforts to prevent inadvertent disclosure of any confidential information to any third party. Employee further agrees to participate in all training provided by the District related to HIPAA, and to adhere to District policy regarding the confidentiality of patient medical

records and medical information. Employee agrees to sign a Confidentiality Agreement to be maintained under separate cover from this agreement.

3.6. *Other Policies and Procedures.* Employee is required to comply with the District's policies and procedures, the currently-adopted District Personnel Rules and Regulations, and written and verbal directives given by the District.

ARTICLE IV Termination of Agreement

4.1. *Grievances.* Grievances shall be presented and processed as described in the currently adopted District Personnel Rules and Regulations.

4.2. *Discipline/Discharge.* The provisions of the currently adopted District Personnel Rules and Regulations shall govern discipline and discharge.

ARTICLE V Miscellaneous Provisions

5.1. *Applicable Law.* This Agreement is subject to and governed by the laws of the State of California. Venue for any action commenced in relation to this Agreement shall be the state courts in Sonoma County, California, or the federal courts in the Northern District of California.

5.2. *Amendments.* This Agreement may only be amended or replaced by the written agreement approved by the District Board and signed by both Parties.

5.3. *Notices.* Any notice required or permitted to be given under this Agreement is sufficient if in writing, and if sent by registered mail, postage fully prepaid, or by overnight courier of national reputation (*e.g.* Federal Express, UPS, etc.) to the person to be given notice.

5.4. *Partial Validity.* If any portion of this Agreement is held invalid or inoperative, then insofar as is reasonable and possible:

(1) The remainder of this Agreement is valid and operative; and

(2) Effect shall be given to the intent manifest by the portion held invalid or inoperative. This Agreement is executed on the dates set forth below.

Signatures to appear on next page.

Signature Employee

Date

Signature District

Date

Approved as to Form

Signature District Counsel

Date

Exhibit "A"

District Temporary Firefighter Benefit and Rate Schedule