



**2022/2023
(ONE YEAR)**

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4403**

AND

THE FIVE CITIES FIRE JOINT POWERS AUTHORITY

**MEMORANDUM OF UNDERSTANDING
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

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**2019/2020 MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF THE
FIVE CITIES FIRE JOINT POWERS AUTHORITY (JPA)
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of Memorandum of Understanding shall be July 1, 2022 through June 30, 2023 and thereafter shall continue from year to year. Any changes from the prior Memorandum of Understanding shall not be effective until the execution of this Memorandum of Understanding.

ARTICLE 2. RECOGNITION

The JPA recognizes Local 4403 as a sole and exclusive bargaining unit for all full-time, permanent classifications in the Fire unit. Classifications represented are Fire Captains and Fire Engineers, and Firefighter IIs. Local 4403 and its members recognize and agree to the fact that though they will be employees of the City of Arroyo Grande, all personnel related activities, including but not limited to supervision, hiring, training, promotion, discipline shall be assigned by the City of Arroyo Grande to the JPA chain of command. The original signed copies of the Agreement for Contract Personnel resides with the City Clerk for the City of Arroyo Grande and Secretary to the Board for the Five Cities Fire Authority.

ARTICLE 3. REGULATIONS, POLICIES AND PROCEDURES

City of Arroyo Grande Personnel Regulations and other policies and procedures shall apply to the JPA and its employees until replacement regulations, policies and procedures are adopted by the JPA.

ARTICLE 4. WAGES

A. Local 4403 represents the following employee classifications:

<u>POSITION</u>	<u>SALARY RANGE</u>
Fire Captain	41
Fire Engineer	34
Fire Fighter	28

The City and Local 4403 agree that all position classifications represented by the Union as depicted in Section "A" of this Article shall receive salaries as represented in Exhibit "A" for the period of April 28, 2023 through June 30, 2023.

- B. Wage increases
Classifications in the bargaining unit shall be provided with a 5% wage increase reflected in Exhibit "A" following adoption of this agreement in open session by the JPA Board.
- C. One time Lump Sum Amount
In addition to the 5% wage increase reflected in Exhibit "A", bargaining unit member shall receive a one-time lump sum amount of \$1,000.

ARTICLE 5. APPLICATION OF SALARY STEPS

All employees entering the permanent, full-time employ of the JPA shall be paid at the first step of the salary range, unless otherwise determined by the Fire Chief, established for his/her position classification. Salary step increases, as provided herein, are not automatic but are based on performance and merit. Employees shall be placed on the step designated by the Fire Chief for initial full-time permanent employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment after completion of twelve (12) full calendar months of satisfactory service in a classification and not prior to the completion of a probationary period. The adjustment shall be made only if granted by the Fire Chief.
- C. The third step shall be granted to an employee who has given satisfactory service in a given classification for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.
- D. The fourth step shall be granted to an employee who has given satisfactory service for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.
- E. The fifth step shall be granted to an employee who has given satisfactory service for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.

A performance report on each employee recommended for salary advancement shall be prepared annually by the Fire Chief or his or her designee prior to final action. An employee must always continue to maintain an acceptable level of performance.

Merit increases will become effective the first day of the next full pay period following the evaluation date.

ARTICLE 6. SPECIALTY ASSIGNMENT PAY

- A. In addition to the base rate of pay, determined under this MOU, employees engaged in specialty assignments shall receive Specialty Pay as herein defined. To be eligible for Special Assignment Pay, an employee must be assigned by the Fire Chief to perform the function. The Specialty Pay is to be included in all computation of overtime or other benefits.
- B. Hazardous Materials Series:
 - 1. Hazardous Material Technician – 2.5% of additional pay over his/her current step.
 - 2. Hazardous Material Specialist – 2.5% of additional pay over his/her current step.
- C. Fire Prevention – 2.5% of additional pay over his/her current step.
- D. Employees must possess current certifications and complete all ongoing required training as determined necessary by the Fire Chief. The qualified employee shall notify the Fire Chief upon any change in status within five (5) business days.
- E. All Specialty Assignment Pay is cumulative. However, no employee shall receive more than 5% of Base Pay in total Specialty Assignment Pay.

Where job classifications require any of the above, Section B and C will not apply.

ARTICLE 7. EDUCATIONAL PAY

- A. All unit employees may qualify for advancement of one salary range above their position classified range upon receipt of an Associated Arts Degree or Associated Science Degree, from an accredited junior college, or upon earning a special license or certificate, deemed to be equivalent to an AA/AS degree and is related to the performance of the employee's duties and/or assignment, upon approval by the Fire Chief. For purposes of completion of certificated courses related to an employee's duties and/or assignment equivalency (including those programs resulting in a special license or certificate) or an aggregate of the same which equals or exceeds 720 instructional hours, will be deemed to be equivalent to an AA degree.
- B. Unit employees who possess licenses or certificates as specified in Section A of this Article, totaling less than 720 hours and more than 300 hours of instruction, shall qualify for an advancement in salary of \$20 per pay period upon approval of the Fire Chief.
- C. All unit employees may qualify for advancement of two salary ranges above their

position classified range upon receipt of a Bachelor of Science/Bachelor of Arts Degree in a field relative to their job classification, from an accredited college, upon approval of the Fire Chief.

- D. **Exceptions:** When position classifications require an Associated Arts, Bachelor of Science, or Bachelor of Arts Degree, Master of Science, or Master of Arts Degree, no educational pay shall be paid to an employee holding such a position. The JPA agrees not to require the following degrees: A.A., B.S., B.A. for the current positions represented by the IAFF Local 4403, unless agreed upon through the meet and confer process.
- E. The maximum Educational Pay incentive paid to unit employees shall be capped at five percent (5%) over the current classification range.

ARTICLE 8. UNIFORM AND EQUIPMENT ALLOWANCE

Upon the hiring of a Fire Department employee, the JPA will provide applicable safety equipment and initial uniforms and ancillary equipment as specified by Fire Department policy. The JPA will provide replacement safety equipment as necessary as determined by the Fire Chief.

- A. The JPA will provide a uniform allowance to members of this unit, in the amount of a lump sum \$1,500 per employee to be paid by July 15 per fiscal year. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Fire Chief, and shall include items specified in C. below. Replacement of uniforms and equipment shall be deferred for the term of this agreement.
- B. Safety clothing (including safety boots) required in the performance of duties shall be provided by the JPA. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. The type, style, and standards of maintenance of uniforms and equipment shall be determined by the Fire Chief. Employees are required to maintain these standards, including maintenance, repair and cleaning. If an employee is promoted from reserve status, items will be issued to augment their uniform compliment. Subject to the \$1,500 limit in A. above, uniforms to be purchased by the JPA for new employees include:
 - 1. Pants (up to 4 pairs)
 - 2. Uniform shirts (2 Short-sleeve and 1 Long-sleeve)
 - 3. T-shirts (up to 4)
 - 4. Jacket w/liner (1)
 - 5. Sweatshirts (up to 2)
 - 6. Socks (up to 6 pairs)
 - 7. Belt & buckle (1)

8. Ball cap (1)
9. Class A uniform (1 set provided after employee completes probation)
10. Nameplate & insignias, including patches.
11. Ancillary equipment and uniform items
12. Boots

The above list may be modified with approval of the Fire Chief and the Union.

- D. Uniform replacements will be made on an as-needed basis as determined by the Fire Chief or his/her designee.
- F. The JPA shall provide safety prescription glasses and lenses for employees who require them for the performance of their duties. Glasses and lenses shall comply with OSHA standards and be approved for purchase by the Fire Chief or his/her designee.

ARTICLE 9. REIMBURSEMENT FOR LOST OR DAMAGED PROPERTY

- A. When uniform and equipment items authorized by the Fire Department are lost or damaged on duty, other than by normal wear and tear, the JPA shall replace the items.
- B. The JPA will reimburse employees for the lost or damaged item, up to the following amounts:
 1. Sunglasses up to \$150.00.
 2. Prescription eye wear up to \$300.00.
 3. Cell phones up to \$300.
 4. Watches up to \$100.

Such list may be amended with approval of the Fire Chief and Union.

- C. All claims shall be filed in writing, verified by the employee's immediate supervisor, and approved by the Fire Chief. Employees shall not be entitled to reimbursement for loss or damage caused by the employee's negligence, malfeasance, or misfeasance.

ARTICLE 10. HOURS OF WORK AND OVERTIME

A. Work Shift

A work shift is defined as a work period of twenty-four (24) hours, commencing at 0700 hours and continuing until the next day, ending at 0700 hours (7 a.m. to the following 7 a.m.).

Special assignment may require an employee to work a forty (40) hour-week work schedule on a temporary basis. Should an employee be assigned to this schedule,

all leave benefits (vacation, sick, holidays, etc.) shall accrue at the forty (40) hour work week accrual rate and no FLSA is given.

B. Workweek

The normal workweek shall average fifty-six (56) hours of work over the course of a year, except in cases of emergency.

C. Shift Schedule

1. The regular work schedule shall be eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle.

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

Schedule: XXOOOOXXOOOOXXOOOOXXOOOO

2. In the event the same shift is scheduled to work both Christmas Eve and Christmas day in the same year, the shift scheduled to work December 23 will be exchanged with the shift scheduled to work December 24, unless this impacts the FLSA and overtime cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 25 and 26, the shift scheduled to work December 25 will be exchanged with the shift scheduled to work December 26.

3. The Fire Department shall give no less than fifteen (15) days' notice prior to changing a shift assignment for non-emergency reasons.

D. Overtime

Overtime shall be paid at time and one-half of the employee's base salary for all actual hours worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day cycle and in accordance with the Fair Labor Standards Act (FLSA). Overtime shall be computed to the nearest one quarter (1/4) hour. For those assigned to an eight (8) hour day, overtime shall be paid for hours worked in excess of forty (40) hours per week. For purposes of determining overtime pay, the use of accrued Vacation Time, Compensatory Time Off, Sick Leave, Bereavement and Jury Duty shall be considered as hours worked. Mandatory and reimbursed call backs shall be counted as overtime and be paid at time and one-half of the employee's base salary.

E. Compensatory Time

At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice

of time off with pay at the rate of one and one-half (1 and ½) hours for each hour of overtime worked. The department will have a procedure for granting the time off and filling the position in accordance with FLSA. No employee shall accrue compensatory time off in excess of two hundred and forty-five (245) hours. Any overtime worked over that amount shall be paid as overtime as it is earned. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

F. Modified Duty

An employee who is unable to perform the essential functions of his or her job, with or without reasonable accommodation, due to injury or illness may request to be placed on modified duty. The employee must provide the Fire Chief or his/her designee with a doctor's note describing the restrictions that he/she may have. If a modified duty assignment is available that is within the employee's restrictions, the Fire Chief or his/her designee may approve the request.

A modified-duty work assignment is generally administrative in nature and may require working at a desk typing, driving and walking depending on an employee's medical restrictions. The schedule is typically forty (40) hours a week.

Once on a forty (40) hour week schedule, all leave balance and accruals (Holiday, Vacation, Sick Leave, etc.) are changed to reflect a forty (40) hour workweek. To convert paid leave time accruals and balance from a fifty-six (56) hour workweek to a forty (40) hour workweek, rates will be divided by a factor of 1.4. Any leave taken during the modified duty assignment is taken at the forty (40) hour workweek accrual rate and no FLSA is given.

Modified duty assignments will commence on the first day of a pay-period. When the employee's treating doctor provides a written release to return the employee back to full duty and it has been approved by the Fire Chief or his/her designee, the employee will return to their appropriate shift on their next scheduled workday, providing the return date does not trigger overtime in excess of regular FLSA overtime. If excess overtime would be triggered, the employee will return to work on earliest date that will not trigger excess overtime, unless emergency circumstances occur. To convert paid leave time accruals and balances from a forty (40) hour workweek back to a fifty-six (56) hour workweek, rates will be multiplied by a factor of 1.4.

ARTICLE 11. SHIFT EXCHANGES

An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA and Department policy, provided the replacement is a qualified employee. The JPA is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to the FLSA, shift exchanges are not

considered "hours worked" and, therefore, do not have to be paid back in the twenty-four-day cycle. An employee who owes exchange time to another employee shall work for the other employee, and cannot pay it back in vacation time or other paid leave time.

ARTICLE 12. MINIMUM STAFFING

Twenty-four (24) hour minimum staffing each day shall consist of three (3) Full-Time Fire Department Captains, two (2) Full-Time Fire Department Engineers and two (2) Full-Time Firefighters. In cases of emergency, a Chief Officer may also elect to add additional staffing, as he/she may deem necessary to mitigate life-threatening situations. If regularly scheduled employees are not available for such staffing, any full-time employee, regardless of rank, may work the duty shift. The vacancy affected rank will be filled with the same rank first, before opening to other classifications. In the event an employee is called into work to start their regularly scheduled shift early, they will receive two hours of pay at the overtime rate. All hours worked in excess of two hours will be at the employee's base rate unless the employee otherwise qualifies for overtime in accordance with this Agreement.

ARTICLE 13. CALLBACK PAY

Callback is defined as, "the circumstances that requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week." An employee called back to work will receive a minimum two (2) hours overtime pay. An employee called back for overtime pay shall not be required to fulfill the hourly obligation to receive callback pay. Overtime pay shall commence from the time the employee signs in at the Fire station.

ARTICLE 14. SENIORITY

"Seniority" for the purposes of this Article shall be defined as the length of service as a permanent full-time employee with the JPA and the employee's previous full-time service at either the Arroyo Grande, Grover Beach, or Oceano Fire Departments. For employees with the same full-time start date at their original member agency, seniority will be determined by employee ranking upon hire. When determining seniority for permanent full-time positions within a classification subject to layoff, only permanent full-time service shall be considered.

ARTICLE 15. VACATION LEAVE

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the JPA in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses, he/she may, after

six (6) continuous months of service, take vacation leave not to exceed fifty-six (56) working hours with his/her Supervisor's approval.

- C. Employees who terminate employment shall be paid a lump sum of his/her outstanding vacation and compensatory time accruals on the regular payday for the pay period containing their last day of work.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

AFTER: YEARS	= HOURS PER MONTH
01	9.34
02	11.20
03	12.14
04	13.08
05	14.00
06	14.00
07	14.94
08	14.94
09	15.88
10	15.88
11	16.80
12	16.80
13	17.74
14	17.74
15	18.68

- E. Vacation hour accrual rate will be based on length of full-time service calculated from the employee's start date at their original member agency.
- F. If for any reason an employee becomes ill during a vacation, the affected employee shall be entitled to utilize such available sick leave in lieu of vacation leave.
- G. Vacation leave may be taken as it accrues. Vacation shall be scheduled at the discretion and convenience of each individual employee, with the consent of the Supervisor, within the limitation necessitated by legitimate operational needs of the JPA.
- H. In the event the scheduling preferences of two (2) or more employees conflict, the preferences of the more senior employee in order of seniority shall govern barring any unusual circumstances.
- I. Employees may accrue vacation leave up to a maximum of 315 hours. In the event an employee's accrued vacation leave exceeds the maximum allowable on January 1, the employee shall be paid at his/her January 1 hourly wage rate for those hours accrued in excess of the maximum allowable. Upon request of an employee, an exception to the accrual limit may be made upon approval by the Fire Chief.

ARTICLE 16. HOLIDAY LEAVE

- A. The following holidays are the designated holidays for full-time Fire Department employees. In lieu of the designated holidays, employees will be provided 6.53 hours of straight-time pay semi-monthly.
1. Independence Day
 2. Labor Day
 3. Veteran's Day
 4. Thanksgiving
 5. Day following Thanksgiving
 6. Christmas Eve, half day
 7. Christmas
 8. New Year's Eve, half day
 9. New Year's Day
 10. Martin Luther King Day
 11. Lincoln's Birthday
 12. President's Day
 13. Memorial Day
 14. One day per fiscal year of the employee's choice with Supervisor approval (Floating Holiday).
- B. Special Holidays:
- Every day designated by the President, or Governor, for public observance as a special, nonrecurring single event, such as the death of a national leader or end of a war shall be a JPA paid holiday.

ARTICLE 17. SICK LEAVE

- A. All full-time, permanent employees shall accrue 11.2 hours of sick leave with pay for each month of service. The maximum accumulation of earned sick leave shall be 1,680 hours. An employee will not accumulate any additional sick leave until such time as his/her accumulated balance falls below 1,680 hours. Upon retirement an employee may choose to be paid 50% of his/her unused sick leave, to a maximum of 480 hours at his/her current rate of pay. Upon retirement, unused accumulated sick leave may be converted to PERS retirement credit per the JPA's contract with PERS. At the end of each calendar year, each employee has the option of being paid straight time for 25% of his/her unused sick leave of that year, transferring it to vacation, or leaving it in sick leave.
- B. Employees may transfer sick leave on a voluntary basis to a fellow JPA employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave (per injury or illness)

based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the JPA, be completed by both employees who mutually request such transfer, and submitted for approval to the Fire Chief for final approval. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable.

- C. Employee, while out on disability, may utilize sick leave hours to complement their disability allotment so as to receive 100% of their pay. This utilization will be a percentage of pay not covered by disability.

ARTICLE 18. NOTIFICATION OF MAXIMUM ACCRUAL

Employees shall be notified a pay period prior to any pay-outs from maximum accrual of compensatory time, vacation, and sick leave.

ARTICLE 19. BEREAVEMENT LEAVE

Unit employees shall be granted leave by the Fire Chief whenever the affected employee has experienced a death in the immediate family, defined as the spouse, the employee's or employee's spouse's father, mother, brother or sister, child or stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, "step" relatives as described above, aunt or uncle, or any other person residing in the same household where attendance to the funeral is necessary.

Such absence by the employee shall be limited to up to three (3) working shifts per occurrence of paid leave as approved by the Fire Chief. Such leave is not chargeable against sick or vacation leave. As a condition of granting leave for bereavement purposes, the employee must submit an approved declaration or other evidence such as a death certificate or obituary, acceptable to the Fire Chief justifying such absence.

ARTICLE 20. FAMILY LEAVE

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:

- A. Up to twelve (12) weeks unpaid leave in a twelve (12) month period. Intermittent leave is allowed.
- B. Leave may be taken for including but not limited to: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.

- C. The employee's insurance including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working.
- D. Request for leave must be made 30 days prior to leave, when the need is foreseeable and such notice is practical.
- E. Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
- F. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the federal Family Medical Leave Act ("FMLA"), California Family Rights Act ("CFRA"), and Pregnancy Disability Leave ("PDL") apply.

ARTICLE 21. MILITARY LEAVE

Employees taking military leave with the National Guard or Reserves shall be entitled to full JPA pay and benefits as required by State statute.

All military leave in excess of thirty (30) calendar days per year, if granted by the JPA, shall be without JPA pay or JPA-paid benefits and shall be for a period not to exceed state and federal law. The employee may elect to retain his/her JPA health insurance for up to twenty-four months, by paying the required premiums. Reemployment rights are governed under the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

ARTICLE 22. MEDICAL LEAVE

Medical leave without pay may be granted for the purpose of recovery from prolonged illness or injury or to restore health, or for pregnancy upon employee's written request to the Fire Chief, subject to submission of medical certification. During the approved leave period, the JPA will not pay employee benefits; however, the employee may elect to maintain JPA medical insurance coverage for employee and dependents at employee's sole cost if such coverage of all individuals is in effect at the time of leave.

ARTICLE 23. JURY DUTY

Employees shall be granted leave, with full pay and no loss in benefits, when called for jury duty, if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every

reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

ARTICLE 24. CAFETERIA PLAN

The JPA shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The JPA's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by California statutory law.

Employees participating in the JPA's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health, dental and vision coverage under the JPA's Cafeteria Plan. The monthly flex allowance will be the following:

- For December 2022, the following flex dollar allowance for health coverage will be provided:
 - For employee only: \$ 816.30
 - For employee + 1 dependent \$ 1,546.74
 - For employee + 2 or more dependents \$ 1,994.20

For December 2021, the JPA will increase the flex dollar allowance by an amount equal to one-half of the premium increase for the lowest cost HMO plan offered by CalPERS, up to a maximum of 5% of the premium increase. Any increase in premiums above this amount will be the full responsibility of the employee.

Employees who waive medical coverage under the cafeteria plan must show proof of alternative group health coverage that is compliant with the Affordable Care Act ("ACA") in order to receive flexible benefit dollars or cash in lieu of enrolling in the JPA's health plan. Employees who properly waive coverage will receive an amount equal to the current employee only contribution. The flexible benefit dollars taken as cash may not be used to reimburse an employee for any premium expenses an employee may incur for an individual health insurance policy, including a policy purchased through Covered California.

In the event there are any legislative amendments or revisions to the ACA or based upon federal or state decisional case law that amends, annuls or gives further guidance that would affect the cafeteria plan as enumerated in this Article, the parties may re-open this section for further negotiations to determine the obligations of the parties consistent with legislation or case law.

ARTICLE 25. MEDICAL INSURANCE

- A. The base medical plan shall be defined as the Health Maintenance Organization (HMO) program available to the JPA. If availability of an HMO to the JPA is

discontinued by the medical plan provider, the base plan will become the basic PPO plan available to the JPA by the existing medical plan provider.

- B. The JPA will maintain health benefits through CalPERS till the end of the term of this Agreement.

ARTICLE 26. DENTAL INSURANCE

The JPA shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the JPA's choice. The JPA shall pay up to the full family premium. The JPA may select an alternate dental insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

ARTICLE 27. VISION INSURANCE

The JPA shall provide a Vision Care Plan for bargaining unit members. The JPA shall contribute the full family premium. The JPA may select an alternate vision care provider during the term of the M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

ARTICLE 28. LIFE INSURANCE

The JPA shall provide group term life insurance benefit plan for bargaining unit members, which shall provide for forty thousand dollars (\$40,000) life coverage for employees only during the term of their employment. Full cost for said policy will be paid for by the JPA.

ARTICLE 29. BURN INJURIES

The JPA agrees to provide burn treatment to fire personnel in the event of a work related burn injury in accordance with Standard Operating Guideline 2404.

ARTICLE 30. DISABILITY INSURANCE

The JPA shall provide and pay the premiums for State Disability Insurance, integrated with sick leave. The JPA will pay the premiums for the Family Temporary Disability Insurance. Should there be any future rate increases to State Disability Insurance and/or

Family Temporary Disability Insurance plans after January 1, 2013, the JPA and Local 4403 agree to meet and confer to discuss responsibility for payment of such increases.

ARTICLE 31. RETIREMENT

A. PERS Retirement Contributions

1. G.C. Section 21363.1. The PERS 3% at Age 55 Retirement Plan is provided for all unit personnel employed by the JPA prior to January 1, 2013. The JPA currently pays 6% of the member's share of the PERS retirement contribution as EPMC and reports the value of EPMC as additional compensation.
2. Effective December 16, 2016, EPMC will be reduced from 6% to 4%. The JPA will continue to report the 4% value of EPMC as additional compensation. In exchange, the JPA will agree to a 6% salary increase for employees effective December 16, 2016.
3. Effective the first day of the first full pay period in July, 2017, EPMC will be reduced from 4% to 2%. The JPA will continue to report the 2% value of EPMC as additional compensation. In exchange, the JPA will agree to a 6% salary increase for employees the first day of the first full pay period in July, 2017.
4. Effective the first day of the first full pay period in July, 2018, EPMC will be reduced from 2% to 0%. In exchange, the JPA will agree to a 6% salary increase for employee's effective the first day of the first full pay period in July, 2018.

The intent of the above provisions is for the JPA to incrementally reduce its EPMC from 6% to 0% and provide employees with an incremental increase in salary.

5. G.C. Section 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service or any other eligible time as permitted by PERS.
6. GC Section 20042. The PERS Plan shall be based upon single highest year compensation.
7. GC Section 20965. Employees will receive credit for unused sick leave.
8. GC Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the PERS contribution paid by the JPA shall be reported to PERS as income.

9. The employee portion of the PERS contribution paid by the employee shall be tax deferred (not subject to taxation until time of constructive receipt) in accordance with Section 414(h) (2) of the Internal Revenue Code.
10. GC Section 21548. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.

Employees defined as “new members” under the Public Employee’s Pension Reform Act (“PEPRA”) are prohibited under PEPRA from receiving any EPMC. However, new Members will still receive the salary increases on the dates specified above.

1. G.C. Section 7522.25. The CalPERS Safety Fire 2.7% @ 57 Retirement Plan shall be provided for new employees hired on or after January 1, 2013 who are not CalPERS “Classic” employees and are not eligible for reciprocity. Employees under this plan shall pay at least 50% of the total normal cost rate (currently 12%) of the employee’s share of CalPERS.

B. Retirement Defined

Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees Retirement System (PERS) and the JPA’s Personnel Regulations.

C. Retiree Medical

1. Employees who retire from JPA service will be allowed to purchase medical insurance coverage through the JPA at the rates offered by the plan provider subject to applicable plan and PEMHCA requirements.
2. GC Section 22892. The JPA’s contribution shall be an equal amount for both employees and annuitants, which shall be the minimum contribution amount established by CalPERS on an annual basis. The JPA’s contribution shall be adjusted annually by the CalPERS board to reflect any change in the medical care component of the consumer Price Index, providing that the JPA is participating in the CalPERS Health Plan.
3. The JPA shall provide a supplemental contribution to employees that are: employed on a full-time basis with the City of Arroyo Grande as of January 1, 2008 and who have been employed with the City of Arroyo Grande and JPA on a full-time basis for five (5) years or more at the time of retirement.

The supplemental contribution shall be equal to the difference between the minimum contribution amount established by CalPERS as set forth above in Article 28, Section C.1 and the following amounts:

For single annuitant coverage:	\$161.11
For annuitant + 1 dependent:	\$295.09
For annuitant + 2 or more dependents:	\$354.42

ARTICLE 32. PHYSICAL FITNESS

Employees shall be allotted up to one and one half (1½) hours per twenty-four-hour shift (including shower/cleanup time) for physical fitness workouts. The time for the workout shall be designated by the Fire Chief or his/her designee. If mission requirements do not allow for the completion of the physical fitness workouts, the workout period may be extended or rescheduled during the shift at the discretion of the Company Officer if time permits.

ARTICLE 33. PHYSICAL EXAMS

The JPA shall pay for any physical examination expressly required to State or Federal law as a condition of employment if conducted by the JPA contracted medical provider. Such physical examinations shall be scheduled with the approval of the Fire Chief. Depending on the length of the exam, the Fire Chief will determine if the appointment may be scheduled on or off duty. Physical examinations required for participation in the countywide Hazardous Materials Response Team may be conducted while off duty.

ARTICLE 34. MEALS DURING EMERGENCY RESPONSE

If on-duty personnel are available, a reasonable attempt shall be made to provide meals to employees engaged in an extended local emergency response within six (6) hours of initial response to the incident by the employee and at six (6) hour intervals thereafter.

ARTICLE 35. EDUCATION

A. Definition

For training or certification which is required by job specifications, legal mandates, and/or which is required by the JPA, the JPA will provide for such training and/or certification, including paid JPA time to attend the training and to pay for costs associated with the training, provided that funds for such training are included in the current JPA budget.

This section does not apply to training courses and/or certifications required for advancement/promotion to a new position.

B. For training or certification in support of JPA identified programs and authorized by the Fire Chief, the JPA will provide for such training and/or certification, including providing JPA time to attend the training and to pay for costs associated with attending the training, provided that the program for which the training and/or certification is related remains in operation and that funds for such training are included in the current JPA Budget.

ARTICLE 36. PAYCHECKS

The JPA will pay regular checks on a biweekly basis. The paychecks will be provided to the Fire Department for distribution to employees by 3:00 p.m. the day prior to the designated payday unless technical difficulties occur which are beyond the control of the JPA. In any event, paychecks will be provided no later than 5:00 p.m. on the JPA's designated payday. However, no check may be deposited into a financial institution to be recorded by the issuing bank prior to the date of the designated payday. If an error occurs in the amount of the paycheck over two hundred and fifty dollars (\$250.00), upon request by the employee, a corrected check shall be issued to the employee within three (3) business days.

ARTICLE 37. PAYROLL DEDUCTIONS

Requests for changes in and cancellation of Group dues shall be promptly processed by the Group and put into effect by the JPA at the employee's request. Deductions for dues shall be made twice monthly by the JPA. Requests for deductions shall be made on JPA-approved authorization cards.

Local 4403 agrees to indemnify and hold the JPA harmless from any liabilities that may arise as a result of the application of this article.

ARTICLE 38. ANNIVERSARY DATES

All employees of the JPA that were employees of the City of Arroyo Grande at the time of the formation of the JPA shall maintain their anniversary dates at the time of the formation of the JPA. All other employees at the time of the formation of the JPA shall have an anniversary date of the effective date of the JPA. All employees hired after the effective date of the JPA shall have an anniversary date the same as date of hire.

ARTICLE 39. PROBATIONARY PERIOD

All appointments after the effective date of the JPA shall be tentative and subject to a probationary period of twelve (12) months. The Fire Chief may extend the probationary period for specified cause(s) that shall be provided in writing to an employee. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period. The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Fire Chief may release the probationary employee from JPA employment without cause at

any time during the probationary period.

ARTICLE 40. PROMOTION

Transfer of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed on the salary step of the new range which would result in at least a five percent (5%) increase in salary compared to the employee's existing salary. All current employees shall be given consideration for a position opening that will be filled by promotion if they meet the minimum requirements for the position on the date the announcement closes. In the event the promoted party is removed during the probationary period from the position to which promoted, the employee shall not be considered demoted but shall be returned to the range from which promoted if their former position is still available. An employee's annual performance evaluation and potential for merit increase will coincide with their promotional date and annually thereafter. A promoted employee shall retain his or her anniversary date held prior to promotion.

ARTICLE 41. POSITION CLASSIFICATION

Classification Changes: During the course of this M.O.U., the JPA and the Union shall notify the employee concerned in case of contemplated change in job content as contained in the classification descriptions that were in effect at the beginning of the agreement.

Working Out of Classification: The term "working out of classification" is defined as a Management-authorized, full-time assignment to a budgeted position on a temporary basis, wherein an individual holding a classification within a lower compensation range performs all significant duties. Pay for working out of classification shall be as follows:

- A. Employees appointed to unfilled positions on an "out of classification" basis will receive acting pay within the range of the higher classification beginning the first day of the assignment
- B. Such acting pay shall be a minimum of five percent (5%) over the employee's current salary.

"Out of classification" provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs or declared conditions of emergency and/or disaster.

ARTICLE 42. TRANSFERS

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

ARTICLE 43. TEMPORARY POSITIONS

The Fire Chief may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the employee.

ARTICLE 44. RESIGNATION

An employee wishing to leave his/her employment with the JPA in good standing shall file with his/her supervisor a written resignation stating the effective date of his/her resignation. The resigning individual shall file such written resignation at least two (2) weeks in advance of the effective termination date, if possible.

ARTICLE 45. DEMOTION

Transfer of an employee to a lower class shall result in reduction of salary unless approved otherwise by the Fire Chief. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion can be made for cause, which shall be provided to the employee in writing by the Fire Chief prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Demotion for other reasons is not appealable.

ARTICLE 46. LAYOFFS AND DISPLACEMENT

The JPA shall determine when lay-offs are to occur. The Fire Chief shall be responsible for the implementation of a lay-off order of the JPA in accordance with the procedures outlined below:

- A. After determining a lay-off is needed within the Union, the order of lay-offs shall be as follows:
 - 1. Probationary employees (promotional probation excluded), in the order to be determined by the appointing authority;
 - 2. For regular full-time employees within the Union, lay-offs shall be governed by seniority and job performance. Seniority is defined by Article 14.

A regular employee being laid-off shall be the employee with the least seniority and who is in the lowest job performance category defined by their two most recent performance evaluations. Employees in Category 1 with the lowest seniority will be laid-off first, followed by employees in Category 2, then Category 3, and finally Category 4. Should two employees with the

same seniority date have the same scoring on their two most recent performance evaluations, then the third most recent evaluation overall rating shall be used.

Job performance categories shall be defined as follows.

Category 1:

Performance that is unsatisfactory, below standard, needs improvement, unacceptable or does not meet minimum standards.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the lowest two categories of the performance appraisal report.

Category 2:

Performance that is average, competent, or meets performance standards.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the middle performance category of the performance appraisal report.

Category 3:

Performance that is above average or exceeds performance standards or expectations.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the second highest performance category of the performance appraisal report.

Category 4:

Performance that is outstanding or superior.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the top performance category of the performance appraisal report.

B. Recall List

Names of employees laid-off shall be placed on a recall list for a period of two years. Laid-off employees will be recalled in reverse order of lay-off only once before being removed from the list for the job they held before being laid-off. Recall lists shall be used for filling those classes requiring substantially the same minimum qualifications, duties and responsibilities of the class from which the lay-off was made.

C. Appointment of Laid-Off Employees to Vacant Class

The Fire Chief, in agreement with the employee, may appoint an employee who is to be laid-off to a vacancy in a class for which he or she is qualified. He/she will still remain on the recall list for the job from which he/she was laid-off.

D. Employee Reassignments (bump back procedure)

1. Employees who have been promoted during their service with the JPA and previous departments may bump back in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump back. The intent is to have the last person hired be the first person to be laid-off.
2. Reassignment rights may be exercised only once in connection with any one lay-off, and shall be exercised within twenty (20) calendar days from the date of the notice of the lay-off, by written notice from the employee.
3. The bumping right shall be considered exercised by the displacement of another employee with lesser total seniority or by the acceptance of a vacant position in the class with the same or lower salary.
4. Employees who bump back will be placed on the salary range for the position they bumped back to at the step closest to their salary in the position they vacated.
5. Employees who are reassigned (bump back) are to be placed on a recall list for the position they have vacated.
6. Employees on lay-off shall be recalled in the inverse order of lay-off, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.

E. The JPA will notify recognized employee organizations of the effective date of any reduction in force concurrent with the notice to the affected employee(s) pursuant to F, below.

F. Notice of Lay-off to Employees

1. An employee to be laid-off shall be notified in writing of the impending action at least sixty (60) calendar days in advance of the effective date of the lay-off. The notice shall include the following information.

- a. Reason for lay-off.
 - b. Effective date of lay-off.
 - c. Employee rights as provided in these rules.
2. Local 4403 shall receive concurrent notice and shall be granted an opportunity to meet and consult with the JPA to discuss proposed alternatives to a reduction in force.

G. Removal of Names from Recall Lists

1. The Fire Chief may remove an employee's name from a recall list if any of the following occur:
 - a. The individual indicates that he/she will be unable to return to employment with the JPA during the life of the list; or
 - b. The individual cannot be reached after reasonable efforts have been made to do so. The JPA shall utilize certified mail when contacting individuals; or
 - c. The individual refuses one recall offer at his/her previous job. Individuals shall have ten (10) calendar days to respond to the offer of recall and an additional thirty (30) calendar days to return to work.

H. Employee Rights and Responsibilities

1. In addition to others identified herein, employees affected by these procedures shall have the following rights:
 - a. An employee who has been laid-off shall be paid in full for his/her unused accrued vacation leave and compensatory time on their final paycheck.
 - b. When an individual is recalled, he/she shall be entitled to:
 - (1) Retain his/her seniority date and anniversary date less the amount of time of the lay-off.
 - (2) Accrue vacation leave at the same rate at which it was accrued at the time of the lay-off.
 - (3) Have any unused sick leave reinstated.
 - (4) The same retirement formula prior to lay-off, assuming that the employee has not withdrawn his/her PERS funds. If an employee has withdrawn funds, he/she will be reinstated to the retirement formula which is currently in effect for all newly hired employees unless the employee notifies PERS prior to being reinstated that he/she wishes to redeposit the withdrawn funds and PERS allows the employee to be reinstated at the previous retirement formula.

2. An individual recalled into the job from which he/she was laid-off shall be assigned to the same salary range and step he/she held at the time of the lay-off. An individual recalled into a job classification other than the classification from which he/she was laid-off shall be assigned to the salary range of the new classification at the amount closest to the salary he/she earned at the time of the lay-off.
3. If an employee bumps back to a lower job classification in lieu of a lay-off, he/she will not be considered laid-off. He/she will, however, be placed on a recall list for the higher job classification held prior to bumping back.
4. A probationary employee who is recalled shall be responsible for completing his/her probationary time commitment.
5. An individual who is recalled shall complete, upon return to the job, the same work time he/she would have had to work at the time of the lay-off to attain a higher vacation leave accrual rate or to become eligible for a salary step increase.
6. The intent of the lay-off policy is to have the last hired the first laid-off.

ARTICLE 47. USE OF PRIVATE VEHICLE / MILEAGE RATE

No worker shall be required as a condition of obtaining or continuing JPA employment, to possess or provide a private vehicle for use in connection with his/her JPA employment. The JPA shall reimburse employees at the rate established by the JPA for use of personal vehicles when such employees agree to such use upon stated request of the JPA. Transportation to and from work shall not be reimbursed.

ARTICLE 48. PERSONNEL FILES

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at the employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request.

No adverse comment may be entered into a personnel file without the employee having first read and signed the instrument. If, after reading the instrument the employee refuses to sign it, that fact shall be noted on that document, and signed or initialed by the employee. He/she then has thirty (30) calendar days to prepare a written response to any adverse comment entered into his/her file. The written response shall be attached to, and shall accompany, the adverse comment.

If an employee believes there is material in his/her file that is mistaken or unlawful, he/she may submit a request to correct or delete the disputed material. The agency then has thirty (30) calendar days to respond to the request.

ARTICLE 49. POSITION VACANCIES

Should the JPA determine that a vacancy would not be filled; such determination shall be made within one hundred and twenty (120) working days of the date upon which the worker vacated the position. Upon said determination the JPA will notify the workers in the affected department.

ARTICLE 50. OUTSIDE EMPLOYMENT

No full-time employee shall engage in outside employment or an enterprise that the Fire Chief may find unsuitable and in conflict with their municipal duties or responsibilities or that lessens their effectiveness as a JPA employee.

ARTICLE 51. MANAGEMENT RIGHTS

The JPA retains all its exclusive rights and authority under State law and JPA ordinances and expressly and exclusively retains its management rights, which include but are not limited to:

- A. the exclusive right to determine the mission of its constituent departments, commissions, boards;
- B. set standards and levels of services;
- C. determine the procedures and standards of selection for employment and promotions;
- D. direct its employees;
- E. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- F. maintain the efficiency of governmental operations;
- G. determine the methods, means, and numbers and kinds of persons by which government operations are to be conducted;
- H. determine methods of financing;
- I. determine style and/or types of JPA-issued equipment to be used;
- J. determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force, and allocate and assign work by which the JPA operations are to be conducted;
- K. determine and/or change the number of locations, relocations, and types of

operations, processes, and materials to be used in carrying out all JPA functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the JPA;

- L. assign work and schedule employees in accordance with requirements as determined by the Authority. The Fire Chief, or the Fire Chief's designee with the prior approval of the Fire Chief, has the right to establish and change work schedules, station assignments and shift assignments upon reasonable notice. Reasonable notice for purpose of this section will be no less than 14 days before an employee is scheduled to fill a station or shift assignment;
- M. establish and modify productivity and performance programs and standards;
- N. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

Local 4403 recognizes that the JPA has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievance about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation defined on the Meyers-Milias-Brown Act.

ARTICLE 52. GRIEVANCE PROCEDURE

Purpose:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below:
- B. The purposes of this procedure are:
 - 1. To resolve grievances informally at the lowest level; and
 - 2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

- A. Grievance means "a complaint by an employee concerning the interpretation or application of the provisions of this M.O.U. or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor."

- B. As used in this procedure, the term “immediate supervisor” means the individual so designated by the Fire Chief who assigns, reviews, and directs the work of an employee at the first level.

Time Limits:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure; however, with the written consent of all parties, the time limitation for any step may be extended.

STEP 1

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within ten (10) calendar days of the meeting, the immediate supervisor shall give his/her decision or response.

STEP 2

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
1. Thirty (30) calendar days after the event of circumstances occasioning the grievance; or
 2. Within ten (10) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.
- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the JPA and shall be filed with the person designated by the Fire Chief as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution, practice, procedure, or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within ten (10) calendar days after the initiation of the Step 2 grievance, the first level of appeal person shall investigate the grievance and give his/her decision in writing to the grievant.

STEP 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within ten (10) calendar days to the Fire Chief or his/her designated representative. The employee may be represented by a representative of his/her choice.
- B. The Fire Chief or his designated representative shall respond in writing within ten (10) calendar days of receipt of the grievance to the grievant. If the Fire Chief or his/her designated representative determines it is desirable, he/she shall hold a conference(s) or otherwise investigate the matter.

STEP 4

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may, within ten (10) calendar days of receipt of the decision, invoke the right to have the grievance resolved through mediation utilizing the California State Mediation and Conciliation Service.
- B. Local 4403 representatives and the Fire Chief, or his/her representative, shall meet to select a qualified, impartial mediator from the list of five potential hearing officers provided by the State Mediation and Conciliation Service. Each party shall alternately strike one name from the list until one name remains.
- C. The mediation shall be convened as soon as is possible after the notice. The decision of the mediator shall be advisory to the Fire Chief.
- D. Expenses shall be borne by the party incurring the expense.

STEP 5

- A. If the original action or decision being grieved was made by the Fire Chief, and the grievant is not satisfied by the decision rendered pursuant to Step 4, he/she may appeal the decision within ten (10) calendar days of the receipt of the decision to an Appeal Board consisting of the City Managers and General Manager of the JPA member agencies. The employee may be represented by a representative of his/her choice. The Appeal Board shall render a decision and respond in writing within forty-five (45) calendar days of the receipt of the grievance. The Appeal Board shall consider the recommendation of the mediator and may hold a conference(s) or otherwise investigate the matter as it deems appropriate.

ARTICLE 53. UNION ACTIVITIES

- A. Local 4403 shall provide the Fire Chief with a list of all authorized Local 4403 representatives and the list shall be kept current.

- B. An employee and/or his/her Local 4403 representative may, when and to the extent necessary, take official JPA time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee.
- C. The Fire Chief will approve one employee and/or Local 4403 representative to take official JPA time to investigate and process a grievance, when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the JPA. It is understood that the employee and/or Local 4403 representative shall make every reasonable effort to perform any of the above activities on off-duty time.
- D. The JPA agrees that members of the Local 4403 who are working when a union meeting is scheduled, shall be permitted to attend the meeting on JPA time, provided such hours do not interfere with completing the daily work duties. Local 4403 agrees that union meetings on JPA time shall be limited to no more than three (3) hours per month. Additional time may be granted with the approval of the Fire Chief.

Union release time regarding wages, hours, and/or working conditions, meet and confer items, negotiations, discipline, or any item initiated by the JPA will not be limited to the above mentioned three (3) hours per month.

ARTICLE 54. UNION ACCESS TO WORK LOCATIONS

- A. The JPA agrees that the authorized Local 4403 representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Fire Chief, when to the extent necessary.
- B. Local 4403 shall provide the Fire Chief with a list of all authorized Local 4403 representatives, and the group shall keep the list current.
- C. Upon notification and approval of the Fire Chief or his/her designee, an authorized Local 4403 staff member is permitted to communicate with the employee(s) and/or Local 4403 representatives on official JPA time without said employee(s) and/or Local 4403 representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on JPA time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

ARTICLE 55. UNION USE OF JPA FACILITIES

- A. Local 4403 may, with prior approval of the Fire Chief, be granted the use of JPA facilities for meetings of Group members, provided space is available. No use fee will be charges.
- B. The JPA agrees to furnish bulletin board space of reasonable size for posting of Local 4403 materials.

ARTICLE 56. UNION MEET AND CONFER REPRESENTATION

Two (2) Local 4403 representatives shall constitute the maximum on duty number of employees for meet and confer sessions with JPA representatives on JPA time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

ARTICLE 57. DISSOLUTION OF THE JPA

If at any time, any one party or all parties choose to dissolve their association with the JPA and reestablish their own independent Fire Department, Union members that were previously employed with said party(ies) would have the first right to return to their previous employer.

ARTICLE 58. NO STRIKE/NO LOCKOUT

The Group agrees that during the term of the Memorandum of Understanding, neither the Group nor the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The employer agrees that it will not lockout any of its employees during the term of this Memorandum of Understanding.

ARTICLE 59. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination in accordance with state and federal law.

Employees may elect to exercise their right to join and participate in the activities of Local 4403 for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in said unit. The JPA and Local 4403 agree that each employee shall be treated equally, fairly, and with dignity and respect.

Local 4403 and the JPA agree to support the Affirmative Action Program established by the JPA and that there shall be no discrimination within their respective organizations because of race, religion, creed, color, national origin, ancestry, disability (mental and

physical), medical condition, marital status, sex, age, sexual orientation, political belief, Union membership, or any other item protected by law.

Any party alleging a violation of this article shall have the burden of providing the existence of a discriminatory act or acts and/or proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

Discrimination complaints based on unit membership and/or activity shall continue to be subject to the grievance procedure.

ARTICLE 60. M.O.U. IMPLEMENTATION

Both parties agree that the terms of this Memorandum of Understanding supersede provisions of all other practices, Memorandum of Understanding, resolutions, and rules of the JPA that conflict with provisions of this Agreement.

ARTICLE 61. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS

All benefits, terms and conditions of employment enjoyed by unit employees as of May 15, 2020 and any side letter agreements reached after that date, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

ARTICLE 62. RESIDENCY REQUIREMENT

Employees hired after the ratification of this MOU must reside within 60 driving miles of their assigned station.

ARTICLE 63. SAVINGS CLAUSE

Should any provision of this Agreement be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

REPRESENTATIVES OF THE
FIVE CITIES FIRE JOINT POWERS
AUTHORITY

DATE: Apr 25, 2023



Stephen Lieberman (Apr 25, 2023 07:05 PDT)

STEPHEN LIEBERMAN
FIRE CHIEF/EXECUTIVE OFFICER



NICOLE VALENTINE
TREASURER
FCFA

REPRESENTATIVES OF IAFF
LOCAL 4403

DATE: Apr 25, 2023



Michael LoPresti (Apr 20, 2023 21:05 PDT)

MICHAEL LOPRESTI
IAFF LOCAL 4403



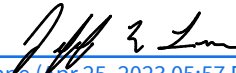
Mark Searby (Apr 21, 2023 07:37 PDT)

MARK SEARBY
IAFF LOCAL 4403



Joseph Rawson (Apr 21, 2023 08:09 PDT)

JOSEPH RAWSON
IAFF LOCAL 4403



Jeff Lane (Apr 25, 2023 05:57 PDT)

JEFF LANE
IAFF LOCAL 4403












FIRE JPA MOU 2022-23 FINAL

Final Audit Report

2023-04-25

Created:	2023-04-19
By:	Lynda Horejsi (lhorejsi@arroyogrande.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe2NJM0eJSISw9iqBzM9VoHNSeADqVEHC

"FIRE JPA MOU 2022-23 FINAL" History


-  Document created by Lynda Horejsi (lhorejsi@arroyogrande.org)
2023-04-19 - 10:08:01 PM GMT
-  Document emailed to mnlopresti@yahoo.com for signature
2023-04-19 - 10:11:08 PM GMT
-  Email viewed by mnlopresti@yahoo.com
2023-04-21 - 3:30:43 AM GMT
-  Signer mnlopresti@yahoo.com entered name at signing as Michael LoPresti
2023-04-21 - 4:05:32 AM GMT
-  Document e-signed by Michael LoPresti (mnlopresti@yahoo.com)
Signature Date: 2023-04-21 - 4:05:34 AM GMT - Time Source: server
-  Document emailed to Mark Searby (msearby@fivecitiesfire.org) for signature
2023-04-21 - 4:05:36 AM GMT
-  Email viewed by Mark Searby (msearby@fivecitiesfire.org)
2023-04-21 - 2:33:58 PM GMT
-  Document e-signed by Mark Searby (msearby@fivecitiesfire.org)
Signature Date: 2023-04-21 - 2:37:33 PM GMT - Time Source: server
-  Document emailed to jawson@fivecitiesfire.org for signature
2023-04-21 - 2:37:34 PM GMT
-  Email viewed by jawson@fivecitiesfire.org
2023-04-21 - 3:09:12 PM GMT
-  Signer jawson@fivecitiesfire.org entered name at signing as Joseph Rawson
2023-04-21 - 3:09:51 PM GMT

 Document e-signed by Joseph Rawson (jrawson@fivecitiesfire.org)


Signature Date: 2023-04-21 - 3:09:53 PM GMT - Time Source: server

 Document emailed to 4403unionpres@gmail.com for signature


2023-04-21 - 3:09:54 PM GMT

 Email viewed by 4403unionpres@gmail.com


2023-04-21 - 4:00:12 PM GMT

 Signer 4403unionpres@gmail.com entered name at signing as Jeff Lane

2023-04-25 - 12:57:55 PM GMT

 Document e-signed by Jeff Lane (4403unionpres@gmail.com)


Signature Date: 2023-04-25 - 12:57:57 PM GMT - Time Source: server

 Document emailed to Stephen Lieberman (slieberman@fivecitiesfire.org) for signature


2023-04-25 - 12:57:59 PM GMT

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2023-04-25 - 2:05:03 PM GMT

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Signature Date: 2023-04-25 - 2:05:16 PM GMT - Time Source: server

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 Email viewed by Nicole Valentine (nvalentine@arroyogrande.org)

2023-04-25 - 2:42:28 PM GMT

 Document e-signed by Nicole Valentine (nvalentine@arroyogrande.org)

Signature Date: 2023-04-25 - 2:42:49 PM GMT - Time Source: server

 Agreement completed.

2023-04-25 - 2:42:49 PM GMT