

FIVE CITIES FIRE AUTHORITY

Keith Storton, Chair
Jeff Lee, Vice Chair
Karen White, Board Member



Stephen C. Lieberman, Executive Officer
Tricia Meyers, Clerk to the Board
David P. Hale, General Counsel

AGENDA BOARD MEETING

FRIDAY, JULY 16, 2021-09:00 A.M.
City of Grover Beach Council Chambers
154 South Eighth Street, Grover Beach, CA

With the reopening of California and removal of meeting capacity restrictions, Five Cities Fire Authority has returned to in-person Board meetings. We will no longer provide the option to participate via telephone.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

AGENDA REVIEW:

At this time the Board will review the order of business to be conducted and receive requests for, or make announcements regarding any change(s) in the order of the day. The Board should, by motion, approve the agenda as presented or as revised.

CLOSED SESSION:

- a. **CONFERENCE WITH LABOR NEGOTIATORS** pursuant to Government Code Section 54957.6:

Agency Negotiators: Che Johnson - Law Firm of Liebert Cassidy Whitmore
Nicole Valentine – Administrative Services Director – Arroyo Grande
Karla Mattocks - Human Resources Coordinator-Grover Beach
Tashina Ureno – Human Resources Manager-Arroyo Grande

Represented Employees: International Association of Fire Fighters (IAFF) Local 4403

RECONVENE TO OPEN SESSION:

Announcement of reportable action from closed session, if any.

APPROVAL OF MINUTES:

1. Consideration of Approval of Minutes (MEYERS)

Recommended Action: Approve the minutes of the Board Meeting of May 21, 2021 and the Special Board Meeting of June 11, 2021.

COMMUNITY COMMENTS AND SUGGESTIONS:

This public comment period is an invitation to members of the community to present issues, thoughts, or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters that are within the jurisdiction of the Board. The Brown Act restricts the Board from taking formal action on matters not published on the agenda. In response to your comments, the Chair or Vice Chair may:

- Direct Authority staff to assist or coordinate with you.
- A Board Member may state a desire to meet with you.
- It may be the desire of the Board to place your issue or matter on a future Board agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to three (3) minutes or less.
- Your comments should be addressed to the Chair and directed to the Board as a whole.
- Slanderous, profane or personal remarks against any Board Member, Staff Member or member of the audience shall not be permitted.

CONSENT AGENDA:

The following routine items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member, the Fire Chief or General Counsel may request that any item be pulled from the Consent Agenda to permit discussion or change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

1. Consideration of Cash Disbursement Activity(VALENTINE/LIEBERMAN)

Recommended Action: Receive and file the listing of cash disbursements for the period of June 1, 2021 through June 30, 2021.

2. Consideration of a Resolution Adopting Revised Job Descriptions for the Positions of Fire Captain, Fire Engineer and Firefighter(LIEBERMAN)

Recommended Action: Adopt a Resolution revising the job descriptions for the positions of Fire Captain, Fire Engineer and Firefighter.

3. Consideration of Changes to Unrepresented Employee Compensation
(LIEBERMAN/VALENTINE)

Recommended Action: 1) Adopt a Resolution, increasing compensation for the unrepresented Management employees. 2) Adopt a Resolution, increasing compensation for the unrepresented part-time Office Assistant II position and the part-time Reserve Firefighter position. 3) Appropriate an additional \$13,500 from the fund balance to reflect the 3% increase.

4. Consideration of Approval of Successor Memorandum of Understanding (MOU) and a Resolution with the International Association of Fire Fighters Local 4403 for FY 2021-22**(LIEBERMAN/VALENTINE)**

Recommended Action: Approve a successor Memorandum of Understanding(MOU) with the International Association of Fire Fighters(IAFF) Local 4403 and approve a Resolution.

PROTEST HEARINGS:

- a. **Protest Hearing and Consideration of Resolution Confirming Weed Abatement Cost Accountant Report Consistent with Health and Safety Code Section 14905 and 14906 ET SEQ(LIEBERMAN)**

CONTINUED BUSINESS:

None.

NEW BUSINESS:

- a. **Fire Station Cost/Data Analysis and Comparison to CAL FIRE Pismo Beach Contract**
(LIEBERMAN)

Recommended Action: Receive and file the staff report.

BOARD MEMBER ITEMS:

The following item(s) are placed on the agenda by a Board Member who would like to receive feedback, obtain consensus to direct staff to prepare information, and/or request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken.

None.

BOARD MEETING AGENDA – JULY 16, 2021
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FIRE CHIEF ITEMS:

The following item(s) are placed on the agenda by the Fire Chief in order to receive comments, feedback and/or request direction from the Board. No formal action can be taken.

- a. Fire Chief Updates

GENERAL COUNSEL ITEMS:

The following item(s) are placed on the agenda by the General Counsel in order to receive comments, feedback and/or request direction from the Board. No formal action can be taken.

None.

BOARD COMMUNICATIONS:

Correspondence/Comments as presented by the Board.

ADJOURNMENT

All staff reports or other written documentation, including any supplemental material distributed to a majority of the Board within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the Clerk to the Board's office, 140 Traffic Way, Arroyo Grande. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for disability-related modification or accommodation, contact the Clerk to the Board's office at 805-473-5490 as soon as possible and at least 48 hours prior to the meeting date.

Any documentation or materials to be submitted by the General Public for consideration by the Board shall be submitted to the Board Secretary at 140 Traffic Way, Arroyo Grande no later than 24 hours prior to the above scheduled time for the Five Cities Fire Authority Board meeting. Failure to submit documents or any materials at least 24 hours prior to the scheduled time for the Board meeting shall be grounds for the Board to reject consideration or review of those items unless otherwise required by state or local laws.

This agenda was prepared and posted pursuant to Government Code Section 54954.2. Agendas are posted at the Arroyo Grande City Hall, 300 E. Branch Street, Arroyo Grande, Headquarters ~ Station 1, 140 Traffic Way, Arroyo Grande, the Grover Beach City Hall, 154 S. 8th Street, Grover Beach, Station 2, 701 Rockaway Avenue, Grover Beach, and Oceano Community Services District, 1655 Front Street, Oceano.

Agenda reports can be accessed and downloaded from the Five Cities Fire Authority Website at www.fivecitiesfireauthority.org.

MINUTES

FIVE CITIES FIRE AUTHORITY BOARD MEETING FRIDAY, MAY 21, 2021

Due to the County of San Luis Obispo's Executive Order to shelter at home and Pursuant to the Governor's Executive Order N-25-20, members of the Board and staff participated in this meeting via teleconference. Members of the public were invited to participate in the meeting by listening in and could comment electronically by submitting public comments to the Clerk to the Board at tmeyers@fivecitiesfire.org.

CALL TO ORDER:

Chair Storton called the Five Cities Fire Authority (FCFA) Board meeting to order at 09:00 a.m.

FLAG SALUTE:

Chair Storton led the Flag Salute.

ROLL CALL:

FCFA Board: Chair Keith Storton, Vice Chair Jeff Lee and Board Member Karen White.

FCFA Staff Present: Fire Chief Stephen Lieberman, General Counsel Dave Hale and Clerk to the Board Tricia Meyers.

AGENDA REVIEW:

Action: Vice Chair Lee moved, Board Member White seconded, and the motion passed unanimously to approve the Five Cities Fire Authority's Agenda by voice vote.

AYES: Lee, White, Storton
NOES: None
ABSENT: None
ABSTAIN: None

APPROVAL OF MINUTES:

Consideration of Approval of Minutes

Action: Approved the minutes of the Board Meeting on April 16, 2021 with a roll call vote.

AYES: White, Lee, Storton
NOES: None
ABSENT: None
ABSTAIN: None

COMMUNITY COMMENTS AND SUGGESTIONS:

None.

CONSENT AGENDA:

1. Consideration of Cash Disbursement Activity.

Action: Received and filed the listing of cash disbursements for the period of April 1, 2021 through April 30, 2021. No public comment received.

AYES: Lee, White, Storton
NOES: None
ABSENT: None
ABSTAIN: None

PUBLIC HEARINGS:

None.

CONTINUED BUSINESS:

None.

NEW BUSINESS:

- a. Consideration of a Resolution Declaring Weeds and Vegetation on Certain Properties to be Seasonal and Recurring Public Nuisances and Providing for Weed Abatement Consistent with Health and Safety Code Sections 14875, Et Seq.** Chief Lieberman presented the Board with a list of properties that were found in violation of the weed abatement health and safety code. Property owners will have an opportunity to protest their property being on the list at the Five Cities Fire Authority board meeting in June. No public comment was received.

Action: Vice Chair Lee moved, and Board Member White seconded the motion to adopt a Resolution declaring weeds and vegetation on certain properties to be seasonal and recurring public nuisances and providing for weed abatement consistent with Health and Safety Code sections 14875, Et Seq. The motion passed on the following roll call vote:

AYES: Lee, White, Storton
NOES: None
ABSENT: None
ABSTAIN: None

b. Consideration of Authorization to Lease Purchase a Replacement Type III Wildland Fire Engine.

Chief Lieberman presented the staff report for the Type III Wildland Engine, with a cost of \$451,051.11. Chief Lieberman explained that the wildland engine is designed for off-road use and is an invaluable tool within Five Cities Fire Authority's(FCFA) jurisdiction. The current wildland engine was purchased in 1999. It is 22 years old and needs to be replaced. Chief Lieberman convened an in-house working group to develop the specifications for the replacement engine. After much consideration, the working group recommended purchasing an engine from Pierce Manufacturing. The build-time for a new engine is 14 months. Chief Lieberman also recommends PNC Equipment Finance as the financial service provider for the loan. Annual lease payments will be \$52,124.14 over ten years. Vice Chair Lee asked why the lease payment option is recommended. Chief Lieberman explained that spreading the cost over ten years at an interest rate of 2.72%, is the preferred methodology by the members of the Joint Powers Authority. Chair Storton asked what the timing will be with the member communities approval. Chief Lieberman stated that Grover Beach and Arroyo Grande have the lease payments projected in their two year budgets. FCFA will not place the order for the wildland engine until the member communities adopt their budgets. No public comment was received.

Action: Board Member White moved, and Vice Chair Lee seconded the motion to adopt a Resolution for the following:

- 1) Authorize the Fire Chief to execute a purchase order, not to exceed \$451,051.11 to Pierce Manufacturing, Inc. for the purchase of one Type III Wildland Engine, contingent upon approval of member community two-year budgets in June 2021;
- 2) Adopt a cost sharing methodology for the purchase;
- 3) Authorize the Fire Chief to solicit a Lease/Purchase Financing Agreement for this purchase with PNC Equipment Finance;
- 4) Adopt a Resolution of Intent and Affirming Prior Board Approval of the Purchase and Financing for a Replacement Type III Wildland Fire Engine.

The motion passed on the following roll call vote:

AYES: White, Lee, Storton
NOES: None
ABSENT: None
ABSTAIN: None

c. Consideration of Fiscal Year 2021-22 Budget. Chief Lieberman started off his report by stating that the final approval of the FCFA budget is contingent upon the member communities approving their budgets. The funding for the proposed FCFA budget for FY 2021-22 remains fixed in agreement with the 3rd Amendment to the Joint Powers Authority.

Action: Vice Chair Lee moved, Board Member White seconded the motion to adopt a Resolution approving the Fiscal Year 2021-22 Budget and appropriation of all revenues with a roll call vote.

AYES: Lee, White, Storton
NOES: None
ABSENT: None
ABSTAIN: None

BOARD MEMBER ITEMS:

None.

GENERAL COUNSEL ITEMS:

None.

FIRE CHIEF ITEMS:

- a. Chief Lieberman reported that FCFA received remittance advice from CAL FIRE in the amount of \$243,000 for cover assignments from last summer. Essentially, FCFA staff were placed on local "strike team" assignment in CAL FIRE stations in San Luis Obispo County during a busy fire season.
- b. FCFA will be working with Human Resources for promotional opportunities for Captain, Engineer and Firefighter positions.
- c. FCFA employees continue to participate in training courses, including local county drills.
- d. Chief Lieberman will be attending Liaison Officer class next week to complete his certification for the Area Command Team.
- e. Chief Lieberman was honored to present former Board Member Bill Nicolls with a recognition award.
- f. Friends of Five Cities Fire has purchased a forcible entry door prop used for training.
- g. Chief Lieberman will be meeting with the city managers to present findings of financial analyses regarding operational costs for multi-station departments.
- h. Chief Lieberman will be attending an urban interface drill today at Camp Roberts.

BOARD COMMUNICATIONS:

Vice Chair Lee expressed his condolences for the loss of Luca Benedetti. Luca was a police officer for the City of San Luis Obispo and lost his life this week in the line of duty. Chair Storton shared those sentiments and was proud to see the outpouring of support for Officer Benedetti's family.

CLOSED SESSION:

The Board adjourned to a Closed Session at 09:59 a.m. concerning the following item:

- a. **CONFERENCE WITH LABOR NEGOTIATORS** pursuant to Government Code Section 54957.6:

Agency Negotiators: Che Johnson – Law Firm of Liebert Cassidy Whitmore
Nicole Valentine – Accounting Manager – Arroyo Grande
Karla Mattocks – Human Resources Coordinator-Grover Beach
Tashina Ureno – Human Resources Manager-Arroyo Grande

Represented Employees: International Association of Fire Fighters (IAFF) Local 4403

RECONVENE TO OPEN SESSION:

Chief Lieberman called the meeting back to order at 10:17 a.m. with no reportable action.

ADJOURNMENT:

Chair Storton adjourned the meeting at 10:17 a.m. The next Board meeting is scheduled for June 18, 2021, at 9:00 a.m. via teleconference.

KEITH STORTON, CHAIR

ATTEST:

TRICIA MEYERS, CLERK TO THE BOARD

MINUTES

FIVE CITIES FIRE AUTHORITY SPECIAL BOARD MEETING FRIDAY, JUNE 11, 2021

Due to the County of San Luis Obispo's Executive Order to shelter at home and Pursuant to the Governor's Executive Order N-25-20, members of the Board and staff participated in this meeting via teleconference. Members of the public were invited to participate in the meeting by listening in and could comment electronically by submitting public comments to the Clerk to the Board at tmeyers@fivecitiesfire.org.

CALL TO ORDER:

Chair Storton called the Five Cities Fire Authority (FCFA) Board meeting to order at 09:00 a.m.

FLAG SALUTE:

Chair Storton led the Flag Salute.

ROLL CALL:

FCFA Board: Chair Keith Storton, Vice Chair Jeff Lee and Board Member Karen White.

FCFA Staff Present: Fire Chief Stephen Lieberman, General Counsel Dave Hale and Clerk to the Board Tricia Meyers.

AGENDA REVIEW:

Chair Storton requested that the Closed Session item start immediately after agenda review instead of at the end of the meeting to accommodate the labor negotiator attending the closed session.

Action: Board Member White moved, Vice Chair Lee seconded, and the motion passed unanimously to approve the revised Five Cities Fire Authority's Agenda by roll call vote.

AYES: White, Lee, Storton

NOES: None

ABSENT: None

ABSTAIN: None

CLOSED SESSION:

The Board adjourned to a Closed Session at 09:01 a.m. concerning the following item:

- a. **CONFERENCE WITH LABOR NEGOTIATORS** pursuant to Government Code Section 54957.6:

Agency Negotiators: Che Johnson – Law Firm of Liebert Cassidy Whitmore
Nicole Valentine – Accounting Manager – Arroyo Grande
Karla Mattocks – Human Resources Coordinator-Grover Beach
Tashina Ureno – Human Resources Manager-Arroyo Grande

Represented Employees: International Association of Fire Fighters (IAFF) Local 4403

RECONVENE TO OPEN SESSION:

General Counsel Hale called the meeting back to order at 09:20 a.m. with no reportable action.

APPROVAL OF MINUTES:

None.

COMMUNITY COMMENTS AND SUGGESTIONS:

None

CONSENT AGENDA:

1. Consideration of Cash Disbursement Activity.

Action: Received and filed the listing of cash disbursements for the period of May 1, 2021 through May 31, 2021. No public comment received.

AYES: White, Lee, Storton
NOES: None
ABSENT: None
ABSTAIN: None

PROTEST HEARINGS:

a. Protest Hearing: 2021 Weed Abatement Protest Hearing and Issuance of Abatement Order.

Chief Lieberman presented the properties on the list for the weed abatement protest hearing. There are fifty-two properties out of compliance at this time. No public comment was received regarding the protest hearing.

Action: Vice Chair Lee moved, Board Member White seconded the motion, to close the public hearing and issue an abatement order to direct the Fire Chief to have the weeds removed on the properties reported on the list. The motion passed on the following roll call vote:

AYES: Lee, White, Storton
NOES: None
ABSENT: None
ABSTAIN: None

CONTINUED BUSINESS:

None.

NEW BUSINESS:

None.

BOARD MEMBER ITEMS:

Board Members would like to discuss fireworks again in the Fall regarding potential changes. This item will be put on a future agenda. The Board would like to discuss the impacts of fireworks during the current drought.

GENERAL COUNSEL ITEMS:

None.

FIRE CHIEF ITEMS:

- a. Chief Lieberman attended the mandatory fireworks meeting for fireworks booth holders. He would like to see each member community move towards the same guidelines within their municipal codes in regards to safe and sane fireworks. This will be placed on a future agenda.
- b. Chief Lieberman would like to remind the community citizens that weed the abatement program is to reduce fire hazards and the Authority has a limited amount of funding. The focus is on actual hazards.
- c. Station 3 is experiencing periodic brownouts due to staffing issues.
- d. Chief Lieberman will be scheduling a meeting with the city managers and district manager regarding cost data analysis results.

BOARD COMMUNICATIONS:

None.

ADJOURNMENT:

Chair Storton adjourned the meeting at 09:38 a.m. The next Board meeting is scheduled for July 16, 2021, at 9:00 a.m.

KEITH STORTON, CHAIR

ATTEST:

TRICIA MEYERS, CLERK TO THE BOARD



STAFF REPORT

TO: Chair and Board Members **MEETING DATE:** July 16, 2021
FROM: Stephen C. Lieberman, Fire Chief
Nicole Valentine, Treasurer
SUBJECT: Consideration of Cash Disbursement Ratification

RECOMMENDATION

It is recommended that the Five Cities Fire Authority (FCFA) Board of Directors review, receive and accept the attached listing of cash disbursements for the period June 1 through June 30, 2021.

BACKGROUND

The FCFA JPA agreement identifies the City of Arroyo Grande as the agency providing financial services to the fire department. The City processes payroll and accounts payable on behalf of the FCFA. Historically, the City has processed FCFA payroll on City checks (using a City bank account). The City recovers 100% of these payroll costs along with related staff time. FCFA staff is working with the City to determine if payroll can be processed utilizing FCFA checks/bank account.

Cash disbursements are made weekly based on the submission of all required documentation and supporting invoices for costs incurred/services rendered. The Fire Chief reviews all disbursement documents before they are submitted to the City for processing.

FISCAL IMPACT

There is a \$1,744,953.55 fiscal impact that includes the following items:

- Accounts Payable Checks \$1,373,928.22
- Payroll and Benefit Checks \$ 371,025.33

ALTERNATIVES

The following alternatives are provided for the Board's consideration:

1. Approve the staff recommendation
2. Do not approve the staff recommendation
3. Provide other direction.

ATTACHMENTS

June 1 through June 30, 2021 Accounts Payable Register
June 1 through June 30, 2021 Payroll and Check Register

PREPARED BY

Stephen C. Lieberman, Fire Chief

FIVE CITIES FIRE AUTHORITY
CHECK LISTING
JUNE 1, 2021 - JUNE 30, 2021

Line	Check Date	Check #	Transaction Type	Description	Acct #	Vendor Last Name
1	06/04/2021	7724	4,785.62	FIRE HOSE-KEY HOSE 1 3/4 50" S	290.4211.5255	ALLSTAR FIRE EQUIPMENT, INC
2	06/04/2021	7725	236.63	SHOP SUPPLIES-RENTAL-TOWELS, M	290.4211.5303	ARAMARK
3	06/04/2021	7726	757.11	BAN#9391033185 4/25-5/24	290.4211.5403	AT&T
4	06/04/2021	7727	326.19	IPAD WIRELESS CHGS-04/12-05/11	290.4211.5403	AT&T MOBILITY
5	06/04/2021	7728	301.66	OFFICE MAX-OFFICE SUPPLIES	290.4211.5201	BANK OF AMERICA
6	06/04/2021	7728	559.66	OFFICE MAX-OFFICE CHAIR-SALCE	290.4211.5201	BANK OF AMERICA
7	06/04/2021	7728	338.18	AMAZON-OFFICE CHAIR-MEYERS	290.4211.5201	BANK OF AMERICA
8	06/04/2021	7728	53.88	AMAZON-CHAIR MAT	290.4211.5201	BANK OF AMERICA
9	06/04/2021	7728	49.08	AMAZON-CLIP BOARD HEATH	290.4211.5201	BANK OF AMERICA
10	06/04/2021	7728	142.25	SNAP ON TOOLS-BATTERY	290.4211.5255	BANK OF AMERICA
11	06/04/2021	7728	209.85	ROGUE HOE-HOES, RAKE	290.4211.5255	BANK OF AMERICA
12	06/04/2021	7728	102.58	AMAZON-SHOVEL	290.4211.5255	BANK OF AMERICA
13	06/04/2021	7728	59.00	Freight	290.4211.5255	BANK OF AMERICA
14	06/04/2021	7728	48.26	WOLFPACK GEAR-BELT	290.4211.5272	BANK OF AMERICA
15	06/04/2021	7728	35.00	CALL IN STUDIO	290.4211.5403	BANK OF AMERICA
16	06/04/2021	7728	14.99	ZOOM	290.4211.5403	BANK OF AMERICA
17	06/04/2021	7728	21.68	SECURE CONFERENCE	290.4211.5403	BANK OF AMERICA
18	06/04/2021	7728	128.22	AMAZON PRIME MEBERSHIP	290.4211.5503	BANK OF AMERICA
19	06/04/2021	7728	38.79	GRAND AWARDS-BOARD NAME PLATES	290.4211.5504	BANK OF AMERICA
20	06/04/2021	7728	155.45	MEETING SUPPLIES-TJ'S,ORCUTT BURGER	290.4211.5508	BANK OF AMERICA
21	06/04/2021	7728	35.01	FRANKS LOCK & KEY-FED GATE KEY	290.4211.5508	BANK OF AMERICA
22	06/04/2021	7728	35.90	STARBUCKS-MEETING SUPPLIES	290.4211.5508	BANK OF AMERICA
23	06/04/2021	7728	152.90	IN N OUT-CREW MEALS WALMART	290.4211.5508	BANK OF AMERICA
24	06/04/2021	7728	57.00	USPS-WEED ABATEMENT	290.4211.5599	BANK OF AMERICA
25	06/04/2021	7728	159.90	HORNET OUTDOORS-TOOL HOOKS	290.4211.5601	BANK OF AMERICA
26	06/04/2021	7728	310.77	SHOCK SURPLUS-SHOCKS	290.4211.5601	BANK OF AMERICA
27	06/04/2021	7728	19.95	Freight	290.4211.5601	BANK OF AMERICA
28	06/04/2021	7728	23.50	Freight	290.4211.5606	BANK OF AMERICA
29	06/04/2021	7728	316.85	AMERADIO.COM-ADAPTERS, CHARGER	290.4211.5606	BANK OF AMERICA
30	06/04/2021	7728	44.99	FUEL	290.4211.5608	BANK OF AMERICA
31	06/04/2021	7728	0.99	APPLE IPHONE STORAGE-LIEBERMAN	290.4211.6103	BANK OF AMERICA
32	06/04/2021	7728	394.80	CROSS CONNECTIONS-SPEAKER MICR	290.4211.6201	BANK OF AMERICA
33	06/04/2021	7728	915.15	MAJOR POLICE SUPPLY-CHIEF TAHOE	290.4211.6301	BANK OF AMERICA
34	06/04/2021	7728	3,430.00	FENIEX-CHIEF TAHOE BRACKETS,	290.4211.6301	BANK OF AMERICA
35	06/04/2021	7728	51.60	Freight	290.4211.6301	BANK OF AMERICA
36	06/04/2021	7728	161.54	MAJOR POLICE SUPPLY-CHIEFS TAHOE	290.4211.6301	BANK OF AMERICA
37	06/04/2021	7728	455.47	TRAINING/TRAVEL-MCMAHON MEALS	290.4211.5512	BANK OF AMERICA
38	06/04/2021	7728	63.09	SMARTWOOL-HENSLEY SOCKS	290.4211.5276	BANK OF AMERICA
39	06/04/2021	7729	57.52	BUSINESS CARDS- LIEBERMAN	290.4211.5306	BOONE PRINTING & GRAPHICS INC

FIVE CITIES FIRE AUTHORITY
CHECK LISTING
JUNE 1, 2021 - JUNE 30, 2021

Line	Check Date	Check #	Transaction Type	Description	Acct #	Vendor Last Name
40	06/04/2021	7730	280.00	BILLING FOR CFSTES: DO 1A	290.4211.5501	CAL FIRE
41	06/04/2021	7731	211.41	ACCT#8245100960102339-TV STN 1	290.4211.5401	CHARTER COMMUNICATIONS
42	06/04/2021	7731	118.58	ACCT#8245101000202519 TV STN 2	290.4211.5401	CHARTER COMMUNICATIONS
43	06/04/2021	7731	93.72	ACCT#8245101010116287 TV STN 3	290.4211.5401	CHARTER COMMUNICATIONS
44	06/04/2021	7732	1,112.79	CHEYENNE NFPA BELTS	290.4211.5255	L N CURTIS & SONS
45	06/04/2021	7733	1,520.25	FUEL	290.4211.5608	JB DEWAR, INC
46	06/04/2021	7734	1,133.04	STN 2 PG&E COSTS 3/22-4/20	290.4211.5401	CITY OF GROVER BEACH
47	06/04/2021	7734	1,175.34	STN 2 PG&E COSTS 4/21-5/19	290.4211.5401	CITY OF GROVER BEACH
48	06/04/2021	7735	270.96	UTILITIES-STN 2 WATER 3/1-5/1	290.4211.5401	CITY OF GROVER BEACH
49	06/04/2021	7736	3,293.00	05/21 PROF LEGAL SVCS	290.4211.5303	DAVID P HALE
50	06/04/2021	7737	912.00	04/21 LEGAL SVCS	290.4211.5303	LIEBERT, CASSIDY, WHITMORE
51	06/04/2021	7738	1,228.55	ELECTRIC-STN 1 4/15-5/13	290.4211.5401	PACIFIC GAS & ELECTRIC CO
52	06/04/2021	7739	260.00	REFUND-LIAISON OFFICER	290.4211.5501	CITY OF PASO ROBLES
53	06/04/2021	7740	1,064.52	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
54	06/04/2021	7741	41.31	UNIFORM-ANGELLO PANTS	290.4211.5276	RANGE MASTER
55	06/04/2021	7741	32.61	UNIFORM PENNER T SHIRT	290.4211.5276	RANGE MASTER
56	06/04/2021	7741	515.44	UNIFORM-QUINLAN PANTS	290.4211.5276	RANGE MASTER
57	06/04/2021	7741	130.46	UNIFORM-RAWSON T SHIRTS	290.4211.5276	RANGE MASTER
58	06/04/2021	7741	130.46	UNIFORM-FERGUSON T SHIRTS	290.4211.5276	RANGE MASTER
59	06/04/2021	7741	372.98	UNIFORM-LEATHERS PANTS, SHIRT,	290.4211.5276	RANGE MASTER
60	06/04/2021	7741	187.04	UNIFORM-ANGELLO PANTS	290.4211.5276	RANGE MASTER
61	06/04/2021	7742	3,065.00	ADJUNCT INSTRUCTOR-LIAISON OFFICER	290.4211.5501	ANTHONY ROBERTS
62	06/04/2021	7743	113.28	GAS SERVICES-STN 2 4/14-5/13	290.4211.5401	SOCALGAS
63	06/04/2021	7743	366.91	GAS SERVICES-STN 1 4/26-5/25	290.4211.5401	SOCALGAS
64	06/04/2021	7744	199.34	UNIFORM-HOODIES, SWEATPANTS	290.4211.5276	THE TOP SHOP
65	06/04/2021	7745	177.79	ICE MACHINE RENTAL	290.4211.5303	TOGNAZZINI BEVERAGE SERVICE
66	06/04/2021	7746	3,175.00	LEAD INSTRUCTOR-LIAISON CLASS	290.4211.5501	PHILLIP VENERIS
67	06/04/2021	7747	578.01	ACCT#670954297-00001 PHONE LINES	290.4211.5403	VERIZON WIRELESS
68	06/15/2021	7748	145.95	ARGON/OXYGEN RENTAL	290.4211.5303	AIRGAS USA, LLC
69	06/15/2021	7749	2,101.00	5/60 WRAP WARRANTY-2021 CHEVY TAHOE	290.4211.5303	ARROYO GRANDE CHEVROLET
70	06/15/2021	7749	47,575.20	2021 CHEVY TAHOE	290.4211.6301	ARROYO GRANDE CHEVROLET
71	06/15/2021	7750	547,165.91	REIMBURSE JAN 2021	290.0000.2002	CITY OF ARROYO GRANDE
72	06/15/2021	7750	360,462.49	REIMBURSE FEB 2021	290.0000.2002	CITY OF ARROYO GRANDE
73	06/15/2021	7750	342,498.50	REIMBURSE MAR 2021	290.0000.2002	CITY OF ARROYO GRANDE
74	06/15/2021	7751	173.92	BAN#9391033178 STN 2 CIRCUIT CHRGS	290.4211.5403	AT&T
75	06/15/2021	7751	173.92	BAN#9391033179 STN 3 CIRCUIT CHRGS	290.4211.5403	AT&T
76	06/15/2021	7752	84.39	BUSINESS CARDS-AREA COMMAND	290.4211.5306	BOONE PRINTING & GRAPHICS INC
77	06/15/2021	7752	276.54	MFD FORMS	290.4211.5306	BOONE PRINTING & GRAPHICS INC
78	06/15/2021	7753	980.00	BILLING FOR CFSTES-DRIVER OP 1	290.4211.5501	CAL FIRE

FIVE CITIES FIRE AUTHORITY
CHECK LISTING
JUNE 1, 2021 - JUNE 30, 2021

Line	Check Date	Check #	Transaction Type	Description	Acct #	Vendor Last Name
79	06/15/2021	7754	204.98	ACCT#824510096025290-STN 1 INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
80	06/15/2021	7755	108.92	06/21 SCHEDULING SOFTWARE	290.4211.5607	CREWSENSE LLC
81	06/15/2021	7756	12,147.61	CLAIM# 16625272 -DAMAGED RENTAL	290.4211.5303	DAMAGE RECOVERY
82	06/15/2021	7757	2,473.80	FUEL	290.4211.5608	J B DEWAR, INC
83	06/15/2021	7758	10.76	HOSE NOZZLE	290.4211.5273	MINER'S ACE HARDWARE, INC
84	06/15/2021	7758	10.86	METAL TAPE REPAIR	290.4211.5273	MINER'S ACE HARDWARE, INC
85	06/15/2021	7758	12.90	ABSORBENT	290.4211.5325	MINER'S ACE HARDWARE, INC
86	06/15/2021	7759	17.75	EMBROIDERY-HENSLEY	290.4211.5276	R & T EMBROIDERY, INC
87	06/15/2021	7759	11.75	EMBROIDERY-LOGO	290.4211.5276	R & T EMBROIDERY, INC
88	06/15/2021	7760	62.00	EMT RECERT-LOPRESTI	290.4211.5501	SLO COUNTY EMS AGENCY
89	06/25/2021	7761	653.49	WILDLAND BOOTS-LIEBERMAN	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
90	06/25/2021	7761	357.02	WILDLAND BOOTS-HEATH	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
91	06/25/2021	7762	238.63	SHOP SUPPLIES-RENTAL-TOWELS, MOPS	290.4211.5303	ARAMARK
92	06/25/2021	7763	33.34	CIRCUIT LINE TO AGPD	290.4211.5403	AT & T
93	06/25/2021	7764	326.19	IPAD WIRELESS CHRGS-05/12-06/1	290.4211.5403	AT&T MOBILITY
94	06/25/2021	7765	1,210.26	HAZ MAT SUPPLIES	290.4211.5325	BAUER COMPRESSORS, INC
95	06/25/2021	7766	339.42	MEDICAL SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
96	06/25/2021	7767	204.98	ACCT#8245101000239800 STN 2 INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
97	06/25/2021	7767	204.98	ACCT#82451010138133 STN 3 INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
98	06/25/2021	7767	211.41	ACCT#8245100960102339 STN 1 TV	290.4211.5401	CHARTER COMMUNICATIONS
99	06/25/2021	7768	2,448.00	Junipe EX2300-24P Network Smit	290.4211.5702	CIO SOLUTIONS LP
100	06/25/2021	7768	88.00	Juniper JCARE Core Support	290.4211.5702	CIO SOLUTIONS LP
101	06/25/2021	7768	525.00	Labor - Engineering Support	290.4211.5702	CIO SOLUTIONS LP
102	06/25/2021	7768	189.72	Sales Tax	290.4211.5702	CIO SOLUTIONS LP
103	06/25/2021	7769	1,309.11	FUEL	290.4211.5608	J B DEWAR, INC
104	06/25/2021	7770	722.00	05/21 PROF LEGAL SVCS	290.4211.5303	LIEBERT, CASSIDY, WHITMORE
105	06/25/2021	7771	3,750.00	01/21-03/21 FIRE STN RENT	290.4211.5553	OCEANO COMMUNITY SERVICES
106	06/25/2021	7771	3,750.00	04/21-06/21 FIRE STN RENT	290.4211.5553	OCEANO COMMUNITY SERVICES
107	06/25/2021	7772	1,535.90	ELECTRIC-STN 1 05/14-06/14	290.4211.5401	PACIFIC GAS & ELECTRIC CO
108	06/25/2021	7773	82.57	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
109	06/25/2021	7773	357.81	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
110	06/25/2021	7773	14.64	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
111	06/25/2021	7773	-420.70	CLEANING SUPPLIES-RETURN	290.4211.5604	PROCARE JANITORIAL SUPPLY
112	06/25/2021	7774	17.75	EMBROIDERY-LEATHERS	290.4211.5276	R & T EMBROIDERY, INC
113	06/25/2021	7775	456.60	T-SHIRTS LIEBERMAN	290.4211.5276	RANGE MASTER
114	06/25/2021	7775	70.68	QTR ZIP JOB SHIRT-LEATHERS	290.4211.5276	RANGE MASTER
115	06/25/2021	7775	456.60	T-SHIRTS-HEATH	290.4211.5276	RANGE MASTER
116	06/25/2021	7776	107.08	GAS SERVICES-STN 2 5/13-6/14	290.4211.5401	SOCAL GAS
117	06/25/2021	7777	177.79	ICE MACHINE RENTAL	290.4211.5303	TOGNAZZINI BEVERAGE SERVICE

FIVE CITIES FIRE AUTHORITY
CHECK LISTING

ATTACHMENT 1

JUNE 1, 2021 - JUNE 30, 2021

Line	Check Date	Check #	Transaction Type	Description	Acct #	Vendor Last Name
				1,372,928.22		

FIVE CITIES FIRE AUTHORITY
DEPARTMENTAL LABOR DISTRIBUTION

PAY PERIOD

05/14/2021 - 05/27/2021

6/4/2021

BY ACCOUNT

5101	Salaries Full time	78,224.59
5102	Salaries Part-Time - PPT	-
5103	Salaries Part-Time - TPT	4,884.00
5105	Salaries OverTime	40,788.51
5106	Salaries Strike Team OT	-
5108	Holiday Pay	3,576.68
5109	Sick Pay	920.83
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	2,360.92
5114	Comp Pay	6,137.64
5115	Annual Leave Pay	139.91
5121	PERS Retirement	13,345.00
5122	Social Security	10,592.40
5123	PARS Retirement	-
5126	State Disability Ins.	1,128.59
5127	Deferred Compensation	125.00
5131	Health Insurance	17,539.37
5132	Dental Insurance	968.16
5133	Vision Insurance	267.04
5134	Life Insurance	121.52
5135	Long Term Disability	154.34
		<u>181,274.50</u>

FIVE CITIES FIRE AUTHORITY
DEPARTMENTAL LABOR DISTRIBUTION

PAY PERIOD

05/28/2021 - 06/10/2021

6/18/2021

BY ACCOUNT

5101	Salaries Full time	69,278.01
5102	Salaries Part-Time - PPT	-
5103	Salaries Part-Time - TPT	4,925.25
5105	Salaries OverTime	42,415.16
5106	Salaries Strike Team OT	-
5108	Holiday Pay	5,807.32
5109	Sick Pay	1,301.76
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	3,264.00
5114	Comp Pay	10,604.44
5115	Annual Leave Pay	1,384.38
5121	PERS Retirement	20,194.76
5122	Social Security	10,555.13
5123	PARS Retirement	-
5126	State Disability Ins.	1,136.82
5127	Deferred Compensation	125.00
5131	Health Insurance	17,247.74
5132	Dental Insurance	968.16
5133	Vision Insurance	267.04
5134	Life Insurance	121.52
5135	Long Term Disability	154.34
		<u>189,750.83</u>



STAFF REPORT

TO: Chair and Board Members **MEETING DATE:** July 16, 2021

FROM: Stephen C. Lieberman, Fire Chief

SUBJECT: Consideration of a Resolution Adopting Revised Job Descriptions for Fire Captain, Fire Engineer and Firefighter

RECOMMENDATION

It is recommended the Board approve a resolution adopting revised job descriptions for Fire Captain, Fire Engineer and Firefighter.

BACKGROUND

The job descriptions for Fire Captain and Fire Engineer were last revised and adopted in 2012. The Firefighter job description was modified in 2018. Since that time, Five Cities Fire Authority (FCFA) staff has identified additional training requirements. Specifically, the FCFA Training Group has been working to develop career development and succession training documents. Task-books for "acting" Captain, Engineer and Battalion Chief are nearing completion and will be issued to qualified employees in the near future.

This process identified a need to update the existing job descriptions to be more consistent with the task-books. The Fire Chief met with members of Local 4403's Executive Board on several occasions, and this "meet and confer" process culminated with the Executive Board approving of these changes.

FISCAL IMPACT

There exists no fiscal impact associated with these changes to job descriptions.

ALTERNATIVES

The following alternatives are provided for the Board's consideration:

1. Approve a Resolution Adopting the Job Description for Fire Captain, Fire Engineer and Firefighter
2. Provide other direction to staff.

ATTACHMENTS:

Resolution
Job Descriptions:
Fire Captain
Fire Engineer
Firefighter

RESOLUTION NO. 2021-xx

**A RESOLUTION OF THE BOARD OF THE FIVE CITIES
FIRE AUTHORITY ADOPTING REVISED JOB
DESCRIPTIONS FOR THE POSITIONS OF FIRE CAPTAIN,
FIRE ENGINEER AND FIREFIGHTER**

WHEREAS, the Board is authorized to revise job descriptions as it deems necessary to effectively operate the Five Cities Fire Authority; and

WHEREAS, the Board desires to revise the job descriptions for the positions of Fire Captain, Fire Engineer and Firefighter.

WHEREAS, the Board deems it to be in the best interest of the Five Cities Fire Authority to adopt revisions of the job descriptions for the positions of Fire Captain, Fire Engineer and Firefighter.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Five Cities Fire Authority that the new job descriptions for the positions of Fire Captain, Fire Engineer and Firefighter be revised as reflected in the attached job descriptions, Attachment No. 1, which is hereby incorporated by reference.

BE IT ALSO RESOLVED that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by _____, seconded by____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

the foregoing Resolution was passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority, this 16th day of July, 2021.

KEITH STORTON, CHAIR

ATTEST:

TRICIA MEYERS, CLERK TO THE BOARD

APPROVED AS TO CONTENT:

STEPHEN C. LIEBERMAN, FIRE CHIEF

APPROVED AS TO FORM:

DAVID P. HALE, GENERAL COUNSEL

OFFICIAL CERTIFICATION

I, TRICIA MEYERS, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2021-XX is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of July, 2021.

WITNESS my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of July, 2021.

TRICIA MEYERS, CLERK TO THE BOARD

FIVE CITIES FIRE AUTHORITY FIRE CAPTAIN

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

To supervise and coordinate fire suppression and prevention activities on an assigned shift; to formulate and implement a comprehensive program of in-service training; to supervise staff engaged in fire fighting, medical emergencies, hazardous materials response and automatic/mutual aid incidents; and to coordinate assigned activities with other divisions, outside agencies and the general public.

SUPERVISION RECEIVED AND EXERCISED

Accepts general supervision from the Fire Battalion Chief; provides general supervision to the firefighting staff.

ESSENTIAL FUNCTION STATEMENTS

Essential responsibilities and duties may include, but are not limited to, the following:

1. Coordinates the organization and staffing for fire suppression and prevention activities on an assigned shift.
2. Participates in the development and implementation of goals, objectives, policies and priorities; recommends and implements resulting policies and procedures.
3. Identifies opportunities for improving service delivery methods and procedures; identifies resource needs; reviews with appropriate management staff; implements improvements.
4. Directs, coordinates and reviews the work plan for assigned fire suppression services and activities; assigns work activities and projects; monitors work flow; reviews and evaluates work products, methods and procedures; meets with staff to identify and resolve problems.
5. Sizes up emergency situations and assumes command until supervisor arrives to transfer incident command.
6. Supervises and participates in responding to emergency calls including fire, emergency rescue, medical aid, mutual aid, hazardous materials and public service calls; assigns personnel and equipment accordingly.
7. Performs patient evaluations and treatment; operates Basic Life Support (BLS) medical equipment.
8. Directs fire suppression and control in laying hose lines, directing water streams, placing ladders and other equipment, ventilating buildings and operating

extinguishers.

9. Competently uses a variety of office equipment, computers and software programs, the Internet and E-mail necessary to complete assigned duties.
10. Maintains records and prepares reports regarding daily operations, inspections, investigations, incidents, training operations and related activities.
11. Follows legal and HIPPA guidelines in releasing confidential or sensitive information, ensuring release only to authorized parties.
12. Assumes responsibility for fire station operations; inspects personnel, equipment and company quarters; assigns personnel to maintenance duties as required.
13. Conducts continuous training in fire suppression; designs, develops, evaluates and determines training needs; drills and instructs personnel in the use of hoses, nozzles, ladders and other firefighting equipment; enforces mandatory physical training program guidelines.
14. At the engine company level, supervises fire prevention, inspection and investigation activities; investigates fire hazard complaints; enforces fire codes and safety regulations.
15. Inspects commercial, industrial, multi-family dwellings, residential and other buildings to ensure compliance with appropriate laws, ordinances and regulations pertaining to the prevention of fires and attempts to ensure compliance with fire prevention regulations; supervises and participates in pre-incident planning inspections.
16. Selects, trains, motivates and evaluates fire suppression personnel; provides or coordinates staff training; and works with employees to correct deficiencies.
17. Participates in the development and administration of assigned program budget; forecasts funds needed for staffing, equipment, materials and supplies; monitors expenditures; recommends adjustments as necessary.
18. Provides staff assistance to assigned Fire Battalion Chief; participates on a variety of committees; prepares and presents staff reports and other correspondence as appropriate and necessary.
19. Coordinates assigned shift activities with the other divisions and outside agencies.
20. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of fire suppression and prevention.
21. May be required to respond to alarms during off duty hours.
22. Performs all the duties of a Firefighter as required.

23. Coordinates and staffs special events as required.
24. Maintains Personal Protective Equipment (PPE) in a state of operational readiness.
25. Performs related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

- Operational characteristics, services and activities of a fire suppression program
- Modern fire suppression and prevention principles, methods, practices and techniques
- Methods and techniques of emergency medical response
- Local geography including location of hydrants and major target hazards within the jurisdictions
- Operational characteristics of fire suppression and emergency medical apparatus and equipment
- Medical aid, rescue and resuscitation equipment and practices
- Methods and techniques of training and instruction
- Principles of municipal budget preparation and control
- Principles of supervision, training and performance evaluation
- Pertinent Federal, State and local laws, codes and regulations
- Rules and regulations of the Fire Authority
- Basic office procedures and methods including computer equipment and supporting word processing and spreadsheet applications

Ability to:

- Understand and act in accordance with Authority policies, rules, regulations, and respond appropriately to written and oral instructions
- Operate fire fighting apparatus in a safe, efficient, and skillful manner in compliance with all traffic laws and ordinances
- Supervise, direct and coordinate the work of lower level staff
- Supervise, train and evaluate assigned staff
- Interpret and explain Authority fire suppression policies and procedures
- Oversee and participate in fire fighting and emergency medical response activities
- Make sound decisions and direct fire personnel at emergency scenes
- Operate and maintain fire fighting and emergency medical apparatus and equipment
- Operate on and off road vehicles safely and effectively
- Interpret and apply applicable Federal, State and local policies, laws and regulations governing fire prevention
- Maintain training as an Emergency Medical Technician – I (EMT-I); learn,

- explain, and apply fire safety codes and regulations
- Analyze fire and driving situations, and adopt effective courses of action
- Coordinate and conduct fire training programs
- Respond to requests and inquiries from the general public
- Competently uses a variety of office equipment, computers, and software programs, the Internet, and E-mail necessary to complete assigned duties
- Work 48 hours shifts including during weekends and holidays
- Understand and carry out oral and written instructions
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective relationships with those contacted in the course of work
- Maintain established standards of physical conditioning

EXPERIENCE AND EDUCATION GUIDELINES

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five (5) years of increasingly responsible firefighting experience, including some administrative and supervisory responsibility.

Education:

Equivalent to completion of the twelfth grade supplemented by college level course work in fire science or a related field.

California State Fire Marshal Firefighter I and Firefighter II Academy or certification.

Licenses or Certificates:

- Meets all qualifications of Fire Engineer classification
- Possession of a valid California Class C driver license with Firefighter Endorsement or above.
- Possession of a current EMT Certificate (from any California county or National Registry).
- Possession of a current CPR and AED certificate.
- Possession of the following State Fire Marshall certifications:
 - Firefighter I
 - Firefighter II
 - Driver Operator 1A/1B
 - Trench Rescue
 - Confined Space Rescue
 - Rescue Systems I
 - S-215
 - S-230
 - S-231

- S-270
-
- Possession of, or ability to obtain within one (1) year, a State Fire Officer, Hazardous Materials Incident Command (IC), and S-290 (classroom) certification.

WORKING CONDITIONS

Environmental Conditions:

Office and field environment; travel from site to site; exposure to emergency firefighting environment; exposure to computer screens, motorized vehicles and equipment, noise, dust, grease, flames, smoke, fumes, gases, chemicals, and extreme heat or cold; slippery or uneven walking surfaces; work at heights on ladders; work with water.

Physical Conditions:

Essential and marginal functions may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; heavy, moderate or light lifting; climbing with both legs and arms; crouching, crawling, or kneeling for various periods of time; use of respirator; vision sufficient to assess emergency situations and recommend effective courses of action.

FIVE CITIES FIRE AUTHORITY FIRE ENGINEER

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under general supervision operates and maintains fire pumping engines, other fire apparatus and fire fighting equipment; participates in firefighting and fire prevention activities to protect life and property; responds to medical emergencies, hazardous materials incidents, automatic/mutual aid requests; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Accepts general supervision from the Fire Captain.

Provides general supervision to Firefighters.

ESSENTIAL FUNCTION STATEMENTS

Essential responsibilities and duties may include, but are not limited to, the following:

1. Responds to emergency calls including fire, emergency rescue, medical aid, mutual aid, hazardous materials and public service calls.
2. Drives and operates fire pumping engines, other firefighting apparatus, and related firefighting equipment.
3. Properly positions appropriate fire apparatus at emergencies for efficient operation.
4. Lays and connects hose lines and operates engine pumping equipment as required.
5. Controls nozzles to direct stream of water on fire.
6. Performs patient evaluations and treatment; operates Basic Life Support (BLS) medical equipment.
7. Follows legal and HIPPA guidelines in releasing confidential or sensitive information, ensuring release only to authorized parties.
8. Sizes up emergency situations, and assumes command until supervisor arrives to transfer incident command.
9. Performs a variety of routine station maintenance and repairs, including but not limited to, the inspections and minor repairs of equipment.

FIVE CITIES FIRE AUTHORITY

FIRE ENGINEER

Page 2

10. Tests fire hoses and fire hydrants as directed.
11. Cleans station quarters and equipment to maintain clean and orderly conditions in and about the station.
12. Inspects commercial, industrial, multi-family dwellings, residential and other buildings to ensure compliance with appropriate laws, ordinances and regulations pertaining to the prevention of fires and attempts to ensure compliance with fire prevention regulations.
13. Studies, reviews, and conforms to Fire Authority rules and regulations, hazardous materials, fire hazards and firefighting techniques.
14. Participates in fire drills and fire training.
15. Performs mechanical repairs on firefighting apparatus or equipment as directed.
16. Performs as an Officer-in-Charge in the absence of a supervising fire officer.
17. Courteously responds to general questions from the public.
18. May be required to respond to alarms during off duty hours.
19. Competently uses a variety of office equipment, computers and software programs, the Internet and E-mail necessary to complete assigned duties.
20. Performs all of the duties of a Firefighter as required.
21. Composes reports, letters, and correspondence.
22. Performs computer data input.
23. Coordinates and staffs special events as required.
24. Assists in fire cause and origin investigations.
25. Maintains Personal Protective Equipment (PPE) in a state of operational readiness.
26. Performs related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

- Operational characteristics, services, and activities of a fire suppression program
- Modern firefighting methods, practices and techniques
- Methods and techniques of emergency medical response

- Local geography including location of hydrants and major target hazards within the jurisdictions
- Operations and maintenance of firefighting apparatus and other equipment
- Medical aid, rescue and resuscitation equipment and practices
- Modern fire suppression and prevention principles, methods, practices and techniques
- Principles of supervision, training, and performance evaluation
- Rules and regulations of the Fire Authority
- Practical hydraulics, pumps, and fire apparatus
- Methods and techniques of training and instruction
- Fire Authority rules and regulations
- Methods and techniques of training and instruction
- Principles of municipal budget preparation and control
- Pertinent Federal, State and local laws, codes and regulations
- Basic office procedures and methods including computer equipment and supporting word processing and spreadsheet applications

Ability to:

- Understand and act in accordance with Authority policies, rules, regulations, and respond appropriately to written and oral instructions
- Operate fire fighting apparatus in a safe, efficient and skillful manner in compliance with all traffic laws and ordinances
- Interpret and apply applicable Federal, State and local policies, laws and regulations governing fire prevention
- Position aerial apparatus at scene, safely operate aerial devices and effectively climb aerial ladder
- Operate on and off road vehicles safely and effectively
- Compute engine and nozzle pressures and operate pumping equipment
- Maintain training as an Emergency Medical Technician - I (EMT-I); learn, explain, and apply fire safety codes and regulations
- Analyze fire and driving situations, and adopt effective courses of action
- Prepare clear, concise, and complete oral and written reports
- Supervise, direct and coordinate the work of lower level staff
- Interpret and explain Authority fire suppression policies and procedures
- Oversee and participate in fire fighting and emergency medical response activities. Make sound decisions and direct fire personnel at emergency scenes
- Operate and maintain fire fighting and emergency medical apparatus and equipment
- Coordinate and conduct fire training programs
- Respond to requests and inquiries from the general public
- Competently uses a variety of office equipment, computers and software programs, the Internet and E-mail necessary to complete assigned duties.
- Work 48-hour shifts including during weekends and holidays
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain effective relationships with those contacted during the course of work

- Maintain established standards of physical conditioning

EXPERIENCE AND EDUCATION GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One year of increasingly responsible experience in the operation of fire apparatus, currently performing the duties comparable to that of a Driver/Operator with the Five Cities Fire Authority, and qualified to operate all apparatus within the Authority.

Education:

Equivalent to completion of the twelfth grade supplemented by college level course work in fire science or a related field.

California State Fire Marshal Firefighter I and Firefighter II Academy or certification.

Licenses or Certificates:

- Possession of a valid California Class C driver license with Firefighter Endorsement or above.
- Possession of a current EMT Certificate (from any California county or National Registry).
- Possession of a current CPR and AED certificate.
- Possession of the following State Fire Marshall certifications:
 - Firefighter I
 - Firefighter II
 - Driver Operator 1A/1B
 - Trench Rescue
 - Confined Space Rescue
 - Rescue Systems I

WORKING CONDITIONS

Environmental Conditions:

Office and field environment; travel from site to site; exposure to emergency firefighting environment; exposure to computer screens, motorized vehicles and equipment, noise, dust, grease, flames, smoke, fumes, gases, chemicals, and extreme heat or cold; slippery or uneven walking surfaces; work at heights on ladders; work with water.

Physical Conditions:

Essential and marginal functions may require maintaining physical condition necessary

for walking, standing or sitting for prolonged periods of time; heavy, moderate or light lifting; climbing with both legs and arms; crouching, crawling, or kneeling for various periods of time; use of respirator; vision sufficient to assess emergency situations and recommend effective courses of action.

**FIVE CITIES FIRE AUTHORITY
FIREFIGHTER (FULL-TIME PERMANENT)**

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under supervision to participate in fire fighting and fire prevention activities in protecting life and properties; to respond to medical emergencies and hazardous materials incidents; to assist in the maintenance and minor repair of fire fighting apparatus and equipment; to respond to mutual aid incidents; to participate in fire drills and perform fire fighting and emergency medical technical skills; and do related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from the Fire Captain; accepts general supervision from the Fire Engineer.

ESSENTIAL FUNCTION STATEMENTS

Essential responsibilities and duties may include, but are not limited to, the following:

1. Responds to emergency calls including fire, emergency rescue, medical aid, mutual aid, hazardous materials and public service calls; performs jobs that may include laying hose lines, operating nozzles to direct stream of water on fire, and raising, lowering and climbing ladders.
2. Operates engine-pumping equipment in a training capacity.
3. Assists in conducting salvage and clean-up operations.
4. May drive apparatus on emergency calls after completing qualifications.
5. Operates technical rescue and auto extrication equipment.
6. Performs patient evaluations and treatment; operates Basic Life Support (BLS) medical equipment.
7. Follows legal and HIPPA guidelines in releasing confidential or sensitive information, ensuring release only to authorized parties.
8. Responds and functions at a hazardous materials incident.
9. Assists in the minor repair, cleaning, maintenance, and testing of fire equipment and apparatus.
10. Assists in the maintenance of clean and orderly condition in and about the firehouse.
11. Studies and participates in training sessions.

12. Participates in fire drills and exercises.
13. May be assigned to assist in fire prevention activities.
14. Answers general questions from the public.
15. May be required to respond to fire calls during non-duty hours.
16. Competently uses a variety of office equipment, computers and software programs, the Internet and E-mail necessary to complete assigned duties.
17. Researches and completes project work as assigned.
18. Writes reports and correspondence.
19. Maintains Personal Protective Equipment (PPE) in a state of operational readiness.
20. Performs related duties as required.

QUALIFICATIONS

Knowledge of:

- The geography of the local area
- Basic firefighting functions and techniques
- Skills of an Emergency Medical Technician
- Knowledge of FCFA policy, procedures, rules, regulations and Standard Operating Guidelines

Ability to:

- Learn technical firefighting principles and techniques and principles of hydraulics applied to fire suppression
- Learn the location of hydrants and mains
- Learn major target hazards within the jurisdictions
- Obtain a California DMV Firefighter Endorsement within the first twelve months of employment
- Learn to drive a fire apparatus with care and safety in accordance with traffic laws and ordinances
- Maintain training as an Emergency Medical Technician - I (EMT-I)
- Understand and carry out oral and written directions
- Establish, maintain and foster positive and cooperative relationships with those contacted in the course of work
- Prepare clear, concise, and complete oral and written reports
- Maintain established standards of physical conditioning
- Work 48-hour shifts including during weekends and holidays

EXPERIENCE AND EDUCATION GUIDELINES

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Experience performing the duties of a Firefighter (Part-Time or Full-Time) with a Full-Time professional fire department.

Education:

Equivalent to the completion of the twelfth grade.

Licenses or Certificates:

- State Fire Marshall Firefighter I.
- Possession of a valid California Class C driver license.
- Possession of a current EMT Certificate (from Cal EMSA or National Registry).
- Possession of a current American Heart Association CPR and AED card.
- State Fire Marshal Confined Space Awareness certificate.
- State Fire Marshal I-200 certificate.
- Haz Mat First Responder Operations certificate.
- Haz Mat First Responder Decon certificate.
- State Fire Marshal Auto Extrication certificate.
- State Fire Marshal Low Angle Rope Rescue Operations certificate.

Highly Desirable:

- State Fire Marshall Firefighter II
- State Fire Marshall Rescue Systems I
- State Fire Marshal Trench Rescue
- State Fire Marshall Confined Space Rescue Technician

- Associates Degree in Fire Technology

WORKING CONDITIONS

Environmental Conditions:

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils.

The employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

Physical Conditions:

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl. The senses of hearing, tasting, smelling, and the ability to speak may be required to accomplish the tasks associated with firefighting. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 165 pounds. Vision sufficient to assess emergency situations and perform directed courses of action.



STAFF REPORT

TO: Chair and Board Members MEETING DATE: July 16, 2021

FROM: Nicole Valentine, Treasurer

SUBJECT: Consideration of Changes to Unrepresented Employee Compensation

RECOMMENDATION

It is recommended that the Board: 1) Adopt the attached Resolution, increasing compensation for the unrepresented Management employees. 2) Adopt the attached Resolution, increasing compensation for the unrepresented part-time Office Assistant II position and the part-time Reserve Firefighter position. 3) Appropriate an additional \$13,500 from fund balance to reflect the 3% increase.

BACKGROUND

Management compensation changes have historically occurred in July each year, however the last increase to the Management and Office Assistant II position was in September 2018. In addition, compensation for the Reserve Firefighter position was last modified in June of 2018. None of the affected employees are represented by a formal labor group or union.

At this time, the following changes to unrepresented employee compensation are recommended for approval:

- Salary adjustments of 3.0% to all management and part-time classifications is recommended in recognition of inflationary and "cost of living" factors in FY 2021-22.
- Increase the Authority's contribution toward the purchase of health, dental, and vision insurance consistent with the Local 4403 adjustment in December 2021.

No change to the Fire Chief's current salary is recommended at this time; any changes to salary will be determined during the annual evaluation process, which is held each December.

It is recommended that the Authority's contribution toward the purchase of health, dental and vision insurance be adjusted in December 2021, consistent with the increase that will be implemented for Local 4403.

FISCAL IMPACT

The proposed increases will cost approximately \$13,500 for FY 2021-22.

ALTERNATIVES

The following alternatives are provided for the Board's consideration:

1. Approve the proposed increases to unrepresented employees compensation;
2. Do not approve the proposed increases to unrepresented employee compensation;
3. Provide further direction to staff.

ATTACHMENTS

Resolution Establishing Wages and Benefits for Management Employees for Fiscal Year 2021-22
Resolution Amending the Salary Range for the Office Assistant II Position and Reserve Firefighter
Position

PREPARED BY

N. Valentine, Treasurer

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE BOARD OF THE FIVE CITIES FIRE AUTHORITY ESTABLISHING WAGES AND BENEFITS FOR MANAGEMENT EMPLOYEES FOR FY 2021-22

WHEREAS, the Board of the Five Cities Fire Authority (“Authority”) has established a system of classification for all positions within the FCFA service with descriptive occupational titles used to identify and distinguish positions from one another based on job duties, essential functions, knowledge, skills, abilities and minimum requirements; and

WHEREAS, the Board has established a system of compensation for the classification titles listed herein, based on resolutions and agreements as approved and adopted by the Board; and

WHEREAS, the Board deems it in the best interest of the Authority that compensation for management employees be adjusted as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Five Cities Fire Authority that:

SECTION 1. AFFECTED EMPLOYEES

The wages and benefits set forth herein are to be provided to all management employees and this Resolution supersedes Resolution No. 2018-01.

SECTION 2. WAGES

The salary ranges for all affected job classes shall be as set forth on Exhibit A, which is attached hereto and by this reference made a part hereof.

SECTION 3. DEFERRED COMPENSATION

The Authority shall contribute \$600 per year to management employees and \$1,200 for the Fire Chief to a defined contribution supplemental retirement plan established in accordance with sections 401 (a) and 501 (a) of the Internal Revenue Code of 1986 and California Government Code sections 53215-53224.

SECTION 4. HEALTH PLAN BENEFITS

A. Cafeteria Plan

1. The Authority 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

Authority's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by CalPERS on an annual basis.

2. Employees participating in the full flex Cafeteria Plan shall receive a flex dollar allowance to purchase group health coverage for medical, dental and vision under the Cafeteria Plan. For the period of July 1, 2021 through November 30, 2021, the total monthly flex dollar allowance shall be \$841.74 with respect to an employee enrolled for self alone, \$1,587.62 for an employee enrolled for self and one dependent, and \$2,044.90 for any employee enrolled for self and two or more dependents. Effective December, 2021, for the January, 2022 premium, the total monthly flex dollar allowance shall be increased 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.
3. A portion of the flex dollar allowance (the PEMHCA minimum) is identified as the Authority's contribution towards PEMHCA. This amount shall be adjusted on an annual basis as the PEMHCA minimum contribution increases. Remaining flex dollars must be used by employees to participate in the Authority's health plans. Employees who waive medical coverage under the Cafeteria Plan because he/she provided the Authority with written proof that medical insurance coverage is in force through coverage provided by another source consistent with any rules or restrictions on the Authority by the medical plan provider, can take flex dollars for the amount provided to employees enrolled for self alone (taxable income), deposit it into their 457 plan, or use it to purchase voluntary products. No remaining flex dollars may be redeemed.

B. Medical Insurance

1. The Authority shall maintain health benefits through CalPERS for fiscal year 2021-22.

C. Vision Insurance

The Authority shall provide a Vision Care Plan for management employees. The Authority shall contribute up to the full family premium. The Authority may select an alternate vision care provider during the term of this resolution providing that:

1. Any new plan maintains equivalent benefits to the employees; and
2. At least twenty-one (21) days advanced notice of plan changes are provided to affected employees.

D. Dental Insurance Plan

The Authority shall provide a dental plan of the Authority's choice for management employees. The Authority shall contribute up to the full family premium. The Authority may select an alternate dental insurance plan provider during the term of this resolution providing that:

1. Any new plan maintains equivalent benefits to the employees; and
2. At least twenty-one (21) days advanced notice of plan changes are provided to affected employees.

SECTION 5. LIFE INSURANCE PLAN

- A. The Authority shall provide group term life insurance benefit plan for management employees, which shall provide for fifty thousand dollars (\$50,000) life and AD&D coverage for employees only during the term of their employment.
- B. The Authority shall make available additional voluntary life insurance coverage, at the employee's expense, as long as the minimum participation requirements of the insurance provider are met.

SECTION 6. SHORT AND LONG-TERM DISABILITY

The Authority shall provide a short and long-term disability plan for management employees during the term of their employment.

SECTION 7. RETIREMENT

A. 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).

B. PERS Retirement Contributions

1. G.C. Section 21354.4. The CalPERS 2.5% at Age 55 Retirement Plan shall be provided for non-sworn employees hired prior to December 21, 2012. Non-sworn employees under this plan shall pay the full eight percent (8%) of the employee share of CalPERS.
2. G.C. Section 21354. The CalPERS 2.0% at Age 55 Retirement Plan shall be provided for non-sworn employees hired between December 21, 2012 and December 31, 2012, CalPERS "Classic" members hired on or after January 1, 2013, and those eligible for reciprocity hired on or after January 1, 2013. Non-sworn employees under this plan shall pay the full seven percent (7%) of the employee share of CalPERS.

3. G.C. Section 7522.20. The CalPERS 2% @ 62 Retirement Plan shall be provided for new non-sworn employees hired on or after January 1, 2013 who are not CalPERS "Classic" employees and are not eligible for reciprocity. Non-sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 6.25%) of the employee share of CalPERS.
4. G.C. Section 21362.2. The CalPERS Public Safety Officer 3% @ 55 Retirement Plan shall be provided for sworn personnel hired prior to December 31, 2012 or those who are CalPERS "Classic" employees or eligible for reciprocity. The FCFA pays two percent (2%) of the nine percent (9%) employee share of CalPERS. Effective on the first full pay period following July 1, 2018, the FCFA will pay zero percent (0%) and the employee will pay the full nine percent (9%) employee share of CalPERS.
5. G.C. Section 7522.25. The CalPERS Public Safety Officer 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. Sworn employees under this plan shall pay at least 50% of the total normal cost rate (currently 11.5%) of the employee share of CalPERS.
6. GC Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the PERS contribution paid by the FCFA shall be reported to PERS as income.
7. G.C. Sections 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by PERS.
8. GC Section 20042. For safety employees hired prior to December 31, 2013 and non-sworn employees hired prior to December 21, 2012, retirement benefits are based on the highest single year compensation.
9. GC Section 20037. For sworn safety employees hired on or after December 31, 2012 and non-sworn employees hired on or after December 21, 2012, retirement benefits are based on the highest average annual compensation earnable by a member during three consecutive years of employment.
10. GC Section 20965. Employees shall receive credit for unused sick leave.
11. 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.

12. Effective January 1, 2013, the Public Employees' Pension Reform Act of 2013 (PEPRA) shall apply to all sworn and non-sworn employees, as well as for employees transferring from other CalPERS or reciprocal agencies.

C. Retiree Medical

1. Employees who retire from Authority service shall be allowed to purchase medical insurance coverage through the Authority.
2. GC Section 22892. The Authority'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 Authority's contribution shall be adjusted annually thereafter by the CalPERS Board to reflect any change in the medical care component of the Consumer Price Index, provided that the Authority is participating in the CalPERS Health Plan.
3. The Authority shall provide a supplemental contribution to employees that are: 1) employed on a full-time basis as of June 30, 2008 and who have been employed with the Authority on a full-time basis for five (5) years or more at the time of retirement; or 2) employed on a full-time basis after June 30, 2008 and who have been employed by the Authority on a full-time basis for ten (10) 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 Section 4. A. 1. and the following amounts:

For single annuitant coverage:	\$175.10
For annuitant + 1 dependent:	\$302.85
For annuitant + 2 or more dependents:	\$376.79

SECTION 8. ANNUAL LEAVE

Regular, full-time management employees shall accrue annual leave with pay to be used as leave for vacation, illnesses, and other personal purposes. Management employees may accrue such paid leave as provided by this provision to be used in the future or may convert annual leave to salary compensation under the conditions contained in these regulations.

A. Accumulation Rates:

Management employees shall accrue annual leave based upon the following schedule:

1. Management employees with less than five (5) years of service shall earn annual leave at the rate of 29 days (232 hours) per year;
2. Management employees with five (5) to ten (10) years of service shall earn annual leave at the rate of 31 days (248 hours) per year;
3. Management employees with ten (10) to fifteen (15) years of service shall earn annual leave at the rate of 33 days (264 hours) per year; and
4. Management employees with over fifteen (15) years of service shall earn annual leave at the rate of 34 days (272 hours) per year.
5. New full-time management employees shall be granted fifty-six (56) hours of Annual Leave upon hiring. However, additional Annual Leave shall not be accumulated until after completion of three (3) months of continuous service. If a new management employee terminates during the first three months of employment, the Annual Leave balance shall reflect the actual amount that would have been accumulated at the established rate per pay period, less any usage. If the employee's usage of Annual Leave exceeds the adjusted accumulation amount, the employee shall refund the excess amount used. The refund to the City shall be equal to excess hours used times the employee's hourly salary compensation rate.

B. Maximum Accrual:

The maximum accrual of annual leave shall be 725 hours. If an employee has accrued the maximum number of hours, accrual of annual leave shall be discontinued. Accrual shall resume on the first day of the pay period following a reduction in the accrued balance below the maximum allowed.

C. Conversion to Salary:

A management employee may convert a maximum of 48 hours of annual leave to salary compensation per year. Such conversions shall be allowed at the first pay period in July and at the first pay period in December of each year. In order to be eligible to convert annual leave to salary compensation, the employee must: a) convert a minimum of sixteen (16) hours to pay; and b) upon making the conversion to pay, the employee must be left with a minimum of 160 hours of annual leave.

Employees who are promoted or reclassified into a management position and were not subject to the annual leave program for the entire twelve (12) month

period shall be allowed to include previous vacation and sick leave use as annual leave for the purpose of this provision.

D. Notification and Approval:

Annual leave shall be scheduled in advance by the employee whenever possible, subject to the approval of the department director. It is the responsibility of the employee to provide the supervisor or Fire Chief with reasonable notice of an absence. The Fire Chief shall have the authority to approve or deny the use of annual leave for any period of absence. The scheduling of the use of annual leave shall be by the Fire Chief with due regard to the wishes of the employee and particular regard for the needs of the Authority. Employees who are off for extended periods due to illness or injury may be required to provide a physician's statement authorizing their return to work.

Reasonable absences of less than eight (8) hours shall not be debited against annual leave. Such absences should have the prior approval of the employee's supervisor and/or Fire Chief.

E. Separation from Employment:

Management employees who separate their employment from the Authority shall have all annual leave accumulations converted to salary compensation at the employee's current rate. Compensation shall be paid in one lump sum. Annual leave shall not be used to extend an employee's actual date of separation. When notice is given by an employee that he/she is terminating, the use of annual leave shall be suspended. The only exception to this provision is that with the approval of the employee's supervisor, the employee may be granted short-term leave (one (1) to three (3) days) to attend to personal business. However, such short-term leaves may not be conducted consecutively and with a frequency to create in effect, a long-term leave.

F. Service Credit Conversion:

1. Upon retirement an employee may have unused annual leave converted to Service Credit with the Public Employees' Retirement System (PERS).
2. Annual leave shall be converted to sick leave for PERS at the rate of one (1) hour of annual leave equals one (1) hour of sick leave.
3. When unused annual leave is converted to sick leave, for a service credit conversion, an employee may not receive additional cash compensation for the unused leave.

G. Conversion of Sick leave and Vacation Leave to Annual leave:

Employees who are promoted or reclassified into a management position shall convert their sick leave and vacation leave accumulation to annual leave.

1. Sick leave accumulations shall be converted to annual leave at the rate of one (1) hour of sick leave equals one-half (0.5) hour of annual leave.
2. Vacation leave accumulations shall be converted to annual leave at the rate of one (1) hour of vacation leave equals one (1) hour of annual leave.

SECTION 9. HOLIDAYS

Management employees shall receive the following paid holidays:

New Year's Eve, December 31
New Year's Day, January 1
Martin Luther King Day, third Monday of January
Lincoln's Birthday, February 12 (or day of observance)
Washington's Birthday, third Monday of February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veteran's Day, November 11 (or day of observance)
Thanksgiving Day, fourth Thursday in November (or day of observance)
Day following Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25
One Floating Day per Fiscal Year (employee choice with Supervisor approval)

Every day designated by the President, Governor, or Mayor for public observance as a special nonrecurring single event, such as the death of a national leader or end of war.

All holidays in the above schedule that fall on a Saturday shall be observed on the preceding Friday; all holidays in the above schedule that fall on a Sunday shall be observed on the following Monday.

SECTION 10. VEHICLE ASSIGNMENT OR ALLOWANCE

The Fire Chief and the Fire Battalion Chiefs shall be assigned a take home Authority vehicle.

SECTION 11. JURY DUTY

Management 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.

SECTION 12. BEREAVEMENT LEAVE

Management employees are entitled to a paid bereavement leave of absence, not to exceed five (5) days (forty (40) hours), in the event of the death of a member of the employee's immediate family, to include an employee's or spouse's parents, spouse, children, brother, sister, stepchildren, grandparents, grandchildren, aunt, uncle, son-in-law, daughter-in-law, step relatives described above, or any other person residing in the same household, for the purpose of attending the funeral and making other arrangements at the time the loss occurs. As a condition of granting leave for bereavement purposes, the appointing authority may request verification of the loss. Such leave is independent of annual leave. In order to receive this benefit, domestic partners must be registered with the Secretary of State.

SECTION 13. EMPLOYEE ASSISTANCE PLAN

The Authority shall provide an Employee Assistance Plan for management employees and their dependents during the term of their employment.

BE IT ALSO RESOLVED that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by _____, seconded by _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

KEITH STORTON, CHAIR

ATTEST:

TRICIA MEYERS, CLERK TO THE BOARD

APPROVED AS TO CONTENT:

STEPHEN C. LIEBERMAN, FIRE CHIEF

APPROVED AS TO FORM:

DAVID P. HALE, GENERAL COUNSEL

OFFICIAL CERTIFICATION

I, TRICIA MEYERS, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2021-XX is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of July, 2021.

WITNESS my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of July, 2021.

TRICIA MEYERS, CLERK TO THE BOARD

FIVE CITIES FIRE AUTHORITY SCHEDULE OF SALARY RANGES MANAGEMENT EFFECTIVE July 9, 2021

RANGE		LOW	MID	HIGH	POSITION
M-34	Biweekly	2,371	2,627	2,882	ADMIN ASST/CLERK TO THE BOARD
	Monthly	5,138	5,691	6,245	
	Annual	61,652	68,295	74,939	
	Biweekly	4,679	5,184	5,688	BATTALION CHIEF
M-58	Monthly	10,138	11,232	12,325	
	Annual	121,659	134,780	147,900	
	Biweekly	5,428	6,014	6,600	FIRE CHIEF
M-66	Monthly	11,761	13,031	14,301	
	Annual	141,126	156,366	171,606	

RESOLUTION NO. 2021-XX

**A RESOLUTION OF THE BOARD OF THE FIVE CITIES FIRE
AUTHORITY AMENDING THE SALARY RANGE FOR THE
OFFICE ASSISTANT II AND RESERVE FIREFIGHTER**

WHEREAS, the Board of the Five Cities Fire Authority (“Authority”) has established a system of classification for all positions within the FCFA service with descriptive occupational titles used to identify and distinguish positions from one another based on job duties, essential functions, knowledge, skills, abilities and minimum requirements; and

WHEREAS, the Board has established a system of compensation for the classification titles listed herein, based on resolutions and agreements as approved and adopted by the Board; and

WHEREAS, the Board deems it in the best interest of the Authority that compensation for employees be adjusted as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Five Cities Fire Authority that:

SECTION 1. AFFECTED EMPLOYEES

The wages set forth herein are to be provided to the Office Assistant II and Reserve Firefighter position.

SECTION 2. WAGES

Salary ranges for part-time employee classifications shall be adjusted as designated in Exhibit “A” attached hereto and incorporated herein by this reference, to be effective for the pay period beginning July 9, 2021.

SECTION 3. BENEFITS

All other part-time employee salary and benefit terms and conditions remain in full force and effect.

BE IT ALSO RESOLVED that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by _____, seconded by _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

KEITH STORTON, CHAIR

ATTEST:

TRICIA MEYERS, CLERK TO THE BOARD

APPROVED AS TO CONTENT:

STEPHEN C. LIEBERMAN, FIRE CHIEF

APPROVED AS TO FORM:

DAVID P. HALE, GENERAL COUNSEL

OFFICIAL CERTIFICATION

I, TRICIA MEYERS, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2021-XX is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of July, 2021.

WITNESS my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of July, 2021.

TRICIA MEYERS, CLERK TO THE BOARD

<p style="text-align: center;">FIVE CITIES FIRE AUTHORITY PART-TIME SALARY SCHEDULE EFFECTIVE July 9, 2021</p>

GROUP: PART-TIME POSITIONS

	HOURLY RATE			
	Step A	Step B	Step C	Step D
Office Assistant II	\$18.17	\$18.71	\$20.02	\$21.03
Reserve Firefighter	\$15.00	\$16.00	\$17.00	



STAFF REPORT

TO: Chair and Board Members **MEETING DATE: July 16, 2021**

FROM: Nicole Valentine, Treasurer

SUBJECT: Consideration of Approval of Successor Memorandum of Understanding (MOU) and a Resolution with the International Association of Fire Fighters Local 4403 for FY 2021/22

RECOMMENDATION

It is recommended that the Board: 1) Approve a successor Memorandum of Understanding (MOU). 2) Approve the Resolution with the International Association of Fire Fighters ("IAFF") Local 4403 for the period July 1, 2021 to June 30, 2022. 3) Appropriate an additional \$40,100 to reflect the 3% increase.

BACKGROUND

The existing IAFF MOU expired on June 30, 2021. Negotiations have been under way for the past several months for a successor MOU. The terms of the proposed MOU were voted on and approved by the IAFF's membership on July 8, 2021. Salary and other compensation adjustments will become effective on July 9, 2021, which is the first day of the first full pay period after July 1, 2021.

Substantive changes to the IAFF salary and benefits recommended in the successor MOU include the following:

- An effective date of July 1, 2021
- A salary increase of 3% effective July 9, 2021
- A one-time lump sum payment of \$1,500 to each employee for uniform purchases in lieu of administrative staff administering the uniform program to be paid on July 30, 2021
- Acting pay within the range of a high classification begins immediately, removal of 72 hour wait period
- FCFA will adjust the cafeteria plan amount to pay 50% of the increase in the cost of the lowest cost HMO medical plan available to FCFA up to a maximum of a 5% increase in premiums for FCFA's contribution each year. This provision is consistent with the prior MOU.

The formal Memorandum of Understanding is presented to the Board for final adoption.

FISCAL IMPACT

In recognition that compensation increases for represented employees is an important component of recruiting and retaining qualified employees, the Board included an assumption that total compensation would increase by 2% for this group when preparing the FY 2021-22 budget.

The proposed increases will cost approximately \$40,100 for FY 2021-22.

ALTERNATIVES

The following alternatives are provided for the Board's consideration:

1. No alternatives are presented; the formal adoption of the MOU is procedural to previous direction from the Board.

ATTACHMENTS

Memorandum of Understanding
Resolution

PREPARED BY

N. Valentine, Treasurer



**2021/2022
(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, 2021 through June 30, 2022 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 May 15, 2020 through June 30, 2021.

- B. Wage increases
Classifications in the bargaining unit shall be provided with a 3% wage increase reflected in Exhibit "A" following adoption of this agreement in open session by the JPA Board.

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 15¹ 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)

¹ For Calendar Year 2021, the JPA shall issue payment by July 30, 2021.

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 2020, the following flex dollar allowance for health coverage will be provided:
 - For employee only: \$ 797.22
 - For employee + 1 dependent \$ 1,508.58
 - For employee + 2 or more dependents \$ 1,944.60

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**

**REPRESENTATIVES OF IAFF
LOCAL 4403**

DATE: _____

DATE: _____

**STEPHEN LIEBERMAN
FIRE CHIEF/EXECUTIVE OFFICER**

**MICHAEL LOPRESTI
IAFF LOCAL 4403**

**KARLA MATTOCKS
HUMAN RESOURCES COORDINATOR
CITY OF GROVER BEACH**

**MARK SEARBY
IAFF LOCAL 4403**

**NICOLE VALENTINE
TREASURER
FCFA**

**JOSEPH RAWSON
IAFF LOCAL 4403**

FIVE CITIES FIRE AUTHORITY SCHEDULE OF SALARY RANGES EFFECTIVE JULY 9, 2021
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RANGE	A	B	C	D	E	
28	4880	5124	5380	5649	5932	FIRE FIGHTER
29	5002	5252	5515	5790	6080	
30	5127	5383	5653	5935	6232	
31	5255	5518	5794	6084	6388	
32	5387	5656	5939	6236	6547	
33	5521	5797	6087	6392	6711	
34	5659	5942	6239	6551	6878	FIRE ENGINEER
35	5801	6091	6395	6715	7051	
36	5946	6243	6555	6883	7227	
37	6094	6399	6719	7055	7408	
38	6247	6559	6887	7231	7593	
39	6403	6723	7059	7412	7783	
40	6563	6891	7236	7597	7977	
41	6727	7063	7417	7787	8177	FIRE CAPTAIN
42	6895	7240	7602	7982	8381	
43	7068	7421	7792	8182	8591	
44	7244	7607	7987	8386	8806	
45	7425	7797	8187	8596	9026	
46	7611	7992	8391	8811	9251	

RESOLUTION NO. 2021-xx

**A RESOLUTION OF THE BOARD OF THE FIVE CITIES
FIRE AUTHORITY APPROVING THE SUCCESSOR
MEMORANDUM OF UNDERSTANDING WITH THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4403 FOR FY 2021-22**

WHEREAS, the Board of the Five Cities Fire Authority (“Authority”) deems it to be in the best interest of the Authority and its employees represented by the International Association of Fire Fighters Local 4403 that compensation be fixed for all full-time non-management employees as herein provided; and

WHEREAS, the Board has established compensation and working conditions through the meet and confer process with the designated employee representatives as set forth in Exhibit “A” entitled Memorandum of Understanding between the Five Cities Fire Authority and the International Associate of Fire Fighters Local 4403 (“IAFF MOU”), a copy of which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE BE IT RESOLVED by the Board of the Five Cities Fire Authority that the IAFF MOU is hereby approved. This Resolution shall be effective as of July 1, 2021.

BE IT FURTHER RESOLVED that this Resolution shall repeal those sections of the IAFF MOU approved at Board Meeting on May 15, 2020 which established salary and benefits for full-time employees represented by the International Association of Fire Fighters Local 4403.

BE IT ALSO RESOLVED that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by _____, seconded by____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

KEITH STORTON, CHAIR

ATTEST:

TRICIA MEYERS, CLERK TO THE BOARD

APPROVED AS TO CONTENT:

STEPHEN C. LIEBERMAN, FIRE CHIEF

APPROVED AS TO FORM:

DAVID P. HALE, GENERAL COUNSEL

OFFICIAL CERTIFICATION

I, TRICIA MEYERS, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that the attached Resolution No. 2021-XX is a true, full, and correct copy of said Resolution passed and adopted at the regular meeting of the Board of the Five Cities Fire Authority on the 16th day of July, 2021.

WITNESS my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of July, 2021.

TRICIA MEYERS, CLERK TO THE BOARD

STAFF REPORT

TO: CHAIR AND BOARD MEMBERS

FROM: STEPHEN C. LIEBERMAN, FIRE CHIEF

**SUBJECT: PROTEST HEARING AND CONSIDERATION OF RESOLUTION
CONFIRMING WEED ABATEMENT COST ACCOUNTING REPORT
CONSISTENT WITH HEALTH AND SAFETY CODE SECTION 14905
AND 14906 ET SEQ**

DATE: JULY 16, 2021

RECOMMENDATION:

It is recommended the Board adopt the attached Resolution and confirm the itemized report consisting of an account of the cost of abatement in front of or on each separate parcel of land.

IMPACT TO FINANCIAL AND PERSONNEL RESOURCES:

Costs associated with abatement will be placed on the property owners' property tax bills.

BACKGROUND:

Pursuant to Government Code Sections 39502 and 61100, the Member Agencies of the Five Cities Fire Authority ("Authority") have delegated to the Authority all weed abatement functions consistent with Health and Safety Code Sections 14875, et seq., and therefore the Authority Fire Chief is hereby designated the person to give notice to destroy weeds consistent with Health and Safety Code Section 14890.

The Authority prepared a list of each lot or parcel within the cities of Arroyo Grande and Grover Beach and Oceano Community Services District enumerating those lots subject to abatement and adopted on May 21, 2021 a resolution approving a list of properties to be given notice their properties would be subject to weed abatement by the Authority. Notice was given to each and every property owner and on June 11, 2021, at 9 a.m., the Board held a protest hearing to allow protest related to the list of properties subject to weed abatement, and thereafter, the Board upon receiving no public protest, ordered the Fire Chief to abate and have the weeds removed.

The Fire Chief has engaged a contractor that has removed and abated the weeds on those properties that have not been cleaned by the property owners, and has developed

an itemized report of the cost incurred on abating the weeds on each parcel of land which report is attached hereto as Exhibit A to the Resolution.

Prior to this hearing, a copy of the report and notice of this meeting has been posted near the chamber door of the City of Grover Beach, Council Chambers consistent with Health and Safety Code section 14905 and 14906.

ALTERNATIVES:

The following alternatives are provided for the Board's consideration:

- Consider any public objections from owners liable to be assessed for the work of abatement and make any such modifications to the report as it deems necessary, after which it should confirm the report by approving the Resolution.
- Do not adopt the Resolution; or
- Provide direction to staff.

Attachment:

1. Resolution

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE BOARD OF THE FIVE CITIES FIRE AUTHORITY CONFIRMING THE ATTACHED ITEMIZED COST REPORT FOR WEED ABATEMENT ON FRONT OF OR ON EACH SEPARATE PARCEL OF LAND SUBJECT TO THE BOARD'S ABATEMENT ORDER

WHEREAS, the Authority prepared a list of each lot or parcel within the cities of Arroyo Grande and Grover Beach and Oceano Community Services District enumerating those lots subject to abatement and adopted a resolution on May 21, 2021 approving a list of properties to be given notice their properties would be subject to weed abatement by the Authority; and

WHEREAS, notice was given consistent with California Health and Safety Code section 14892 to each and every property owner subject to the May 21, 2021 resolution; and

WHEREAS, on June 11, 2021, at 9 a.m. the Board held a public hearing to allow protest related to the list of properties subject to weed abatement, and thereafter, the Board ordered the Fire Chief to abate and have the weeds removed; and

WHEREAS, a contractor was engaged by the Authority to remove and abate the weeds on those properties that have not been cleaned by the property owners, and has developed an itemized report of the cost incurred on abating the weeds on each parcel of land subject to the above abatement order; and

WHEREAS, prior to this hearing a copy of the report and notice of this meeting has been posted near the chamber door of the City of Grover Beach Council Chambers consistent with California Health and Safety Code section 14905 and 14906.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF THE AUTHORITY AS FOLLOWS:

1. The Board upon considering the attached itemized report, incorporated herein by reference and identified as Exhibit A, does confirm the report subject to any proposed modifications of the Board as it deems necessary.
2. Consistent with California Health and Safety Code, § 14915 which states: "A copy of the report, as confirmed, shall be turned over to the auditor of the county, on or before the sixteenth day of July following such confirmation, and the auditor shall enter the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll"; the Board herein directs the Fire Chief to turn over a copy of the report, as confirmed by the Board, to the auditor of the County of San

RESOLUTION NO. 2021-XX
PAGE 2

Luis Obispo, within such time necessary for the auditor to enter the amounts of the respective cost, which shall constitute special assessments, against the respective parcels of land as they appear on the current assessment roll.

BE IT ALSO RESOLVED that the Clerk to the Board shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

On motion by _____, seconded by _____, and on the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

the foregoing Resolution was passed and adopted at the meeting of the Board of the Five Cities Fire Authority, this 16th day of July, 2021.

**_____
KEITH STORTON, CHAIR**

ATTEST:

**_____
TRICIA MEYERS, CLERK TO THE BOARD**

APPROVED AS TO CONTENT:

**_____
STEPHEN C. LIEBERMAN, FIRE CHIEF**

APPROVED AS TO FORM:

**_____
DAVID P. HALE, GENERAL COUNSEL**

OFFICIAL CERTIFICATION

I, TRICIA MEYERS, Clerk to the Board of the Five Cities Fire Authority, County of San Luis Obispo, State of California, do hereby certify under penalty of perjury, that Resolution No. 2021-XX is a true, full, and correct copy of said Resolution passed and adopted at the special meeting of the Board of the Five Cities Fire Authority on the 16th day of July, 2021.

WITNESS my hand and the Seal of the Five Cities Fire Authority affixed this 16th day of July, 2021.

**_____
TRICIA MEYERS, CLERK TO THE BOARD**

2021 ARROYO GRANDE WEED ABATEMENT PROGRAM
LIST OF PROPOSED ASSESMENTS

EXHIBIT A

APN #	CONTRACTOR FEE	FCFA ADMINISTRATIVE FEE (18.5%)	TOTAL ASSESMENT
006-095-021	\$2,100.00	\$388.50	\$2,488.50
006-097-012	\$1,524.60	\$282.05	\$1,806.65
007-015-018	\$401.52	\$74.28	\$475.80
007-221-023	\$773.85	\$143.16	\$917.01
007-291-033	\$1,738.03	\$321.54	\$2,059.57
007-291-042	\$2,012.47	\$372.31	\$2,384.78
077-191-024	\$1,397.73	\$258.58	\$1,656.31
Total			\$11,788.61

2021 GROVER BEACH WEED ABATEMENT PROGRAM
LIST OF PROPOSED ASSESMENTS

EXHIBIT A

APN #	CONTRACTOR FEE	FCFA ADMINISTRATIVE FEE (18.5%)	TOTAL ASSESMENT
060-142-012	\$236.25	\$43.71	\$279.96
060-142-028	\$262.50	\$48.56	\$311.06
060-176-060	\$310.63	\$57.47	\$368.10
060-237-007	\$274.44	\$50.77	\$325.21
060-490-031	\$211.75	\$39.17	\$250.92
060-543-007	\$10,029.02	\$1,855.37	\$11,884.39
060-545-038	\$1,293.95	\$239.38	\$1,533.33
060-581-011	\$115.50	\$21.37	\$136.87
Total			\$15,089.84

2021 OCEANO WEED ABATEMENT PROGRAM
LIST OF PROPOSED ASSESMENTS

EXHIBIT A

APN #	CONTRACTOR FEE	FCFA ADMINISTRATIVE FEE (18.5%)	TOTAL ASSESMENT
062-074-017	\$1,385.27	\$256.27	\$1,641.54
062-083-003	\$213.43	\$39.48	\$252.91
062-104-022	\$266.00	\$49.21	\$315.21
Total			\$2,209.66



STAFF REPORT

TO: Chair and Board Members **MEETING DATE:** July 16, 2021

FROM: Stephen C. Lieberman

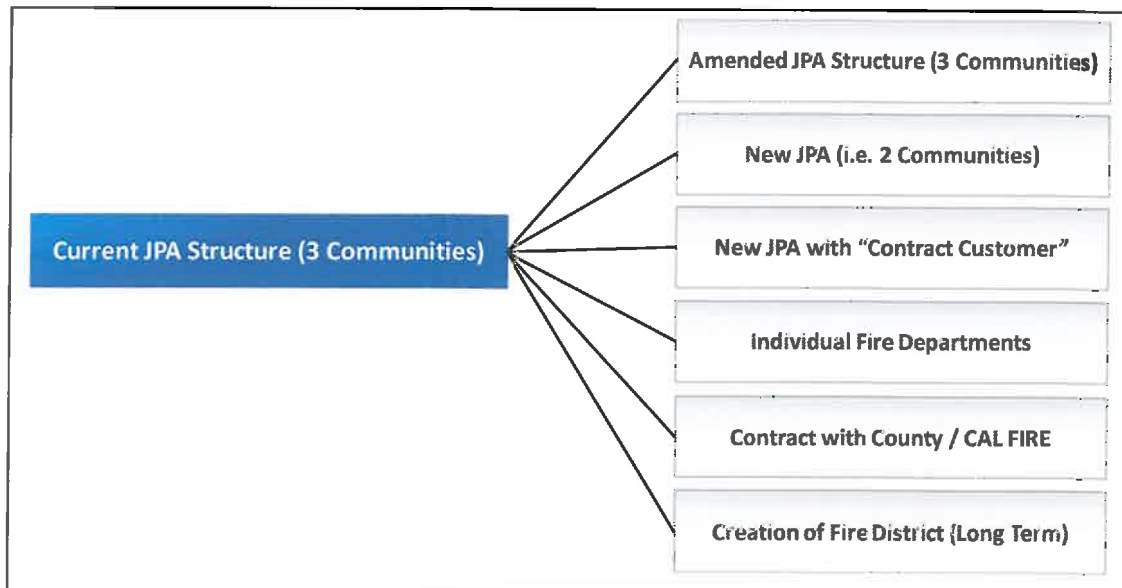
SUBJECT: Fire Station Cost/Data Analysis and Comparison to CAL FIRE Pismo Beach Contract

RECOMMENDATION

It is recommended that the Board receive and file the staff report.

BACKGROUND

The member communities approved a third amendment to the Five Cities Fire Authority (FCFA) Joint Powers Authority (JPA) agreement in July 2020. Related to the execution of the Memorandum of Agreement (MOA), the Fire Chief, along with the Administrative Services Directors of Arroyo Grande and Grover Beach were requested to analyze various fire and emergency response models including a review of the CAL FIRE / City of Pismo Beach contract. There existed interest in potential alternative models to the existing JPA structure included a reduced number of community partners and the consideration of contracts for service. The Fire Chief reviewed response data and has included a summary to reflect potential operational impacts associated with changes in service delivery models. This report does not address known staffing needs or other capital investment.



Process

The Fire Chief met with finance staff from Arroyo Grande and Grover Beach on multiple occasions to discuss the analytical process, secure financial information from Arroyo Grande, and to receive assistance related to capital replacement funding options, and finally validation of the analytical process the Fire Chief utilized for this project.

Pismo Beach / CAL FIRE State Contract

The City of Pismo Beach contracts for fire and emergency services directly with CAL FIRE (as opposed through the County of San Luis Obispo). The current 4-year contract will expire June 30, 2021. The contract defines specific services that will be provided by CAL FIRE, and also defines specific operating expenditures that Pismo Beach would be responsible for that are not included in the contract. The Pismo Beach contract does not include apparatus and capital equipment replacement funding, or operating expenses as that obligation falls to the City. In essence, the CAL FIRE contract with the city provides personnel for fire and emergency services response, fire prevention, administration and dispatch services (along with some funding for uniforms, personal protective equipment, and communications).

The FCFA Fire Chief met with the former County of San Luis Obispo / CAL FIRE Unit Chief to review the current contract, and subsequently validated the analysis with the current County / CAL FIRE Unit Chief. The State of California "Amador Agreement" was removed from the contract to maintain a more consistent comparison, and the Unit Chief also shared that any future "Local Agency" contract would require additional CAL FIRE supervisory staff that are not included in the existing contract with Pismo Beach.

Assumptions

- Cost Basis – Costs were based on the FCFA FY 20-21 budget and the projected costs of the final year (FY 20-21) of the Pismo Beach contract.
- Capital Equipment Funding/Replacement – These costs are not reflected in the models presented. Estimated annual costs that should be anticipated for FCFA (not currently budgeted) are approximately \$240,000.
- Operating Expense – as the CAL FIRE contract does not fully identify other operating costs for a fire department, the analysis uses those costs as identified in the FCFA FY 2020-21 budget. Operating expenses were allocated to a "single station" estimate.
- Automatic Aid Agreements – Automatic Aid agreements are intended to provide "like resources" for larger incidents that challenge the capabilities of the requesting fire department. These agreements are not intended for "routine" calls for service, and must be equitable in frequency between the participating agencies.

Models Presented

- FCFA “Status Quo” – Current staffing levels as reflected in the FY 2020-21 budget.
- FCFA “Fully Staffed” – Reflects 3 person staffing at all stations, elimination of the Reserve Firefighter position, and completed transition of overhead staff (Battalion Chief, Fire Marshall, Administrative Manager).
- FCFA “Fully Staffed and Stand Alone” – Reflects an independent JPA that does not rely on member agency staff for support (“Fully Staffed” plus Accounting Clerk, contract HR, IT and Payroll services).
- CAL FIRE Local Government Contract – Reflects permanent 3 person staffing and added administrative/overhead positions.

Models Not Presented

- FCFA “Contract Customer” – Assuming that a jurisdiction wished to have the FCFA provide contract services (as opposed to being a JPA partner), staff would work with the interested party to determine what specific services were being requested and to quantify a cost estimate based on both the potential jurisdictions funding limitations, and FCFA actual costs for response personnel and administrative support. Depending on the scope of the request, additional FCFA staff and equipment could be required.
- Creation of a Fire Protection District – Dating back to the initial discussions and planning for the creation of the JPA, the eventual formation of a self-sustaining fire protection district was discussed. The analysis required for this study exceeds the capacity/capabilities of the Fire Chief and would require the services of a consultant. The formation of a fire protection district would result in the permanent transfer of a defined level of property tax revenue from the identified jurisdictions to the district, along with the formation of an elected Board of Directors. The district would also use the election process to request future additional funding.

ANALYSIS

The results of the analysis identify the economies of scale realized by sharing/spreading administrative and shared operating expenditures over a number of fire stations. For example, a single fire station requires Fire Chief, Battalion Chief, Fire Marshall, and administrative management positions, along with the funding to cover operating expenditures. These "fixed costs" can be shared/spread over multiple fire stations/communities, which creates the benefit of shared services. While a cost analysis is a critical component when contemplating service levels, response patterns and calls for service data presents an accompanying perspective. Operational data is presented later in this report.

	<u>Single Station Cost</u>	<u>Two Station Cost</u>	<u>Three Station Cost</u>
Five Cities Fire Authority (Status Quo)	\$2,516,360	\$4,220,775	\$5,898,598
Five Cities Fire Authority (Fully Staffed)	\$3,106,410	\$4,815,574	\$7,450,740
Five Cities Fire Authority (Fully Staffed Stand Alone)	-	-	\$7,731,097
CAL FIRE - Local Government Contract	\$3,744,371	\$6,056,373	\$8,368,376
\$ Increase/(Decrease) - FCFA vs CAL FIRE (Status Quo)	\$1,228,010	\$1,835,598	\$2,469,778
\$ Increase/(Decrease) - FCFA vs CAL FIRE (Fully Staffed)	\$637,960	\$1,240,799	\$917,635
\$ Increase/(Decrease) - FCFA vs CAL FIRE (Stand Alone)	-	-	\$637,279

Service Delivery Models

Single and Multiple Fire Station model comments are based upon the total call volume as reflected below, with a focus on 2020:

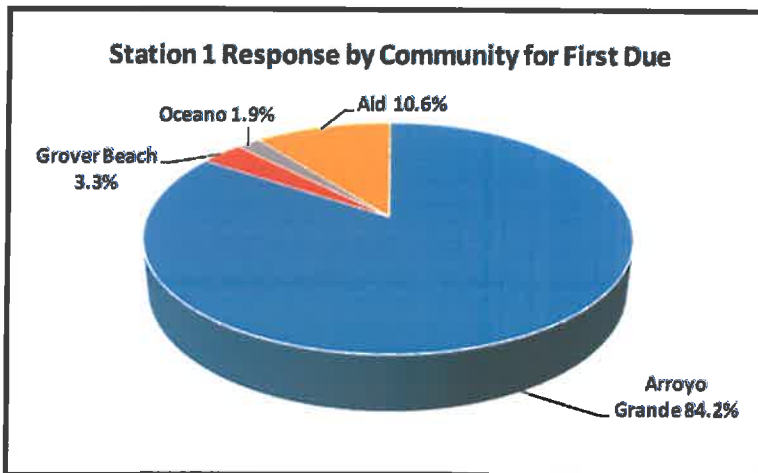
Yr.	Total Incidents								Total Call Volume		
	FCFA	Change	AG	Change	GB	Change	OCE	Change	Aid	Change	Total Call Volume
2018	3520		1856		1098		566		164		3684
2019	3406	-3.2%	1814	-2.3%	1049	-4.5%	543	-4.1%	199	21.3%	3605
2020	3719	9.2%	1963	8.2%	1077	2.7%	679	25.0%	263	32.2%	3982

% of Incidents per Community			
Yr.	AG	GB	OCE
2018	52.7%	31.2%	16.1%
2019	53.3%	30.8%	15.9%
2020	52.8%	29.0%	18.3%

Single Fire Station Fire Department

The single fire station fire department model is intended for a community that experiences call volume that can be handled by a single engine company, or multiple crews responding to incidents from the same fire station. This analysis is based upon a single fire station having one crew of three personnel plus administrative oversight and support. Listed below are charts reflecting the response patterns of each of the three FCFA fire stations (2018-2020):

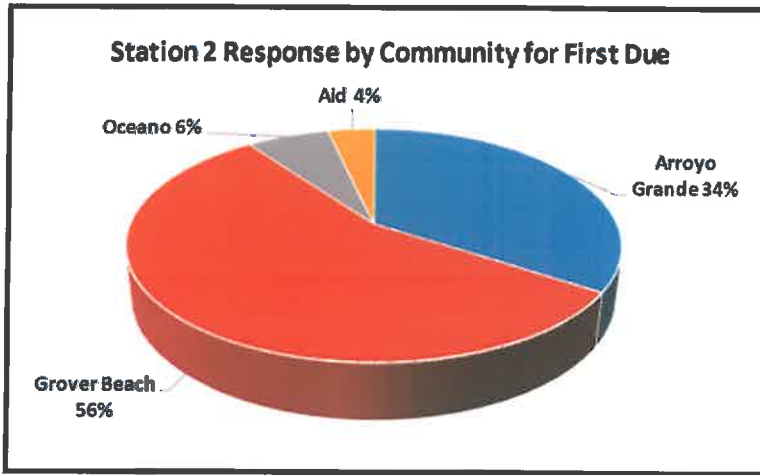
Arroyo Grande Station 1



The Arroyo Grande fire station responded within the city limits nearly 85% of the time, providing limited coverage to Grover Beach and Oceano residents (5%). "Aid" relates to Automatic and Mutual Aid requests along the Highway 101 corridor and into East unincorporated Arroyo Grande.

Station 1 Response by Community for First-Due									
Yr.	AG	% of Calls	GB	% of Calls	OCE	% of Calls	Aid	% of Calls	Total Station Calls
2018	1247	87.4%	63	4.4%	27	1.9%	89	6.2%	1426
2019	1143	88.1%	51	3.9%	19	1.5%	84	6.5%	1297
2020	1119	84.2%	44	3.3%	25	1.9%	141	10.6%	1329

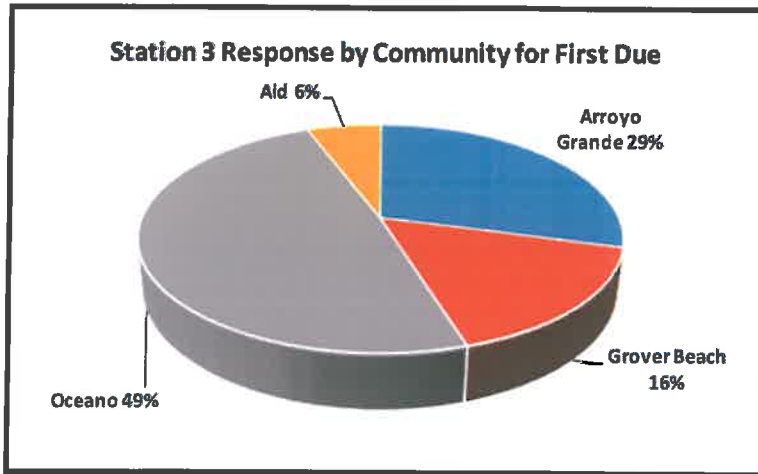
Grover Beach Station 2



The Grover Beach fire station responded within the city limits 56% of the time while covering Arroyo Grande (34%) and Oceano (6%) residents for a combined 40% of total station response. Aid related to Pismo Beach Highway 1/101 corridors, and incidents in the dunes area between Oceano and Grover Beach. It should be noted that response into Arroyo Grande and Oceano increased in 2020 related to the increased Oceano station "brown-outs."

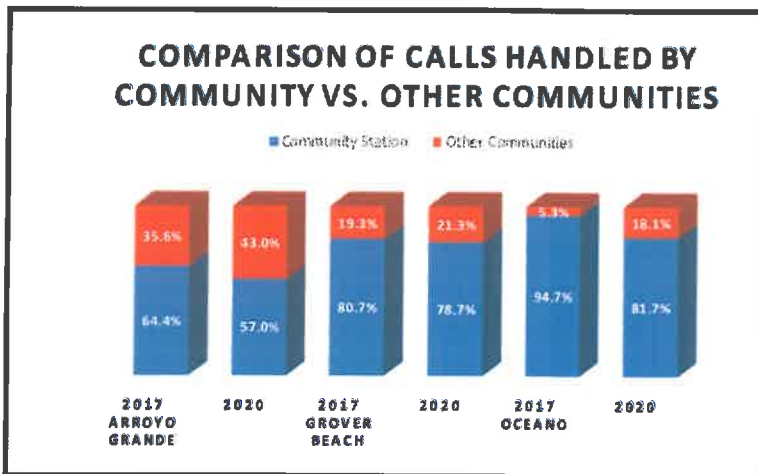
Station 2 Response by Community for First-Due									
Yr.	AG	% of Calls	GB	% of Calls	OCE	% of Calls	Aid	% of Calls	Total Station Calls
2018	256	21.3%	877	72.8%	33	2.7%	38	3.2%	1204
2019	314	26.4%	781	65.6%	46	3.9%	50	4.2%	1191
2020	516	34.0%	848	55.9%	98	6.5%	55	3.6%	1517

Oceano Station 3



The Oceano fire station responded within CSD limits 49% of the time, while covering Arroyo Grande (29%) and Grover Beach (16%) a combined 45% of total station response. Aid requests were related to the dunes area between Oceano and Grover Beach, along with a portion of the Nipomo Mesa.

Yr.	AG	% of Calls	GB	% of Calls	OCE	% of Calls	Aid	% of Calls	Total Station Calls
2018	353	33.5%	158	15.0%	506	48.0%	37	3.5%	1054
2019	357	32.1%	217	19.5%	478	42.9%	61	5.5%	1113
2020	328	28.9%	185	16.3%	555	48.9%	67	5.9%	1135



This chart depicts the efficiencies of having multiple stations with response patterns focused on having the closest available unit respond without regard to community boundary. Comparing 2017 to 2020, each community experienced an increase in having neighboring stations respond into their communities. It should be noted that the metrics related to the increase in Oceano is attributed to the increased instances of station brown-outs related to the current Memorandum of Agreement.

Comparison of Response by Community and Other Community Coverage

Yr.	AG	Other	GB	Other	OCE	Other
2018	1247	609	877	221	506	60
2019	1143	671	781	268	478	65
2020	1119	844	848	229	555	123

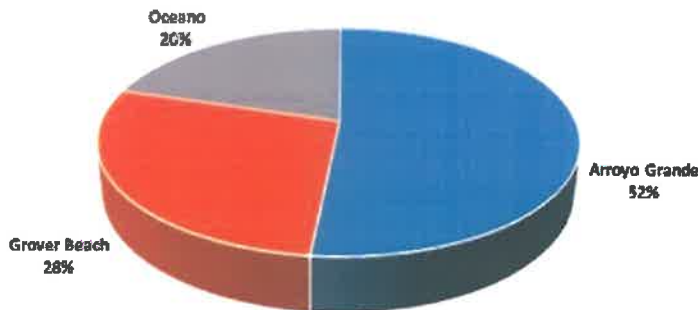
**Comparison of Response by Community and Other Community Coverage
by Percentage**

Yr.	AG	Other	GB	Other	OCE	Other
2018	67.2%	32.8%	79.9%	20.1%	89.4%	10.6%
2019	63.0%	37.0%	74.5%	25.5%	88.0%	12.0%
2020	57.0%	43.0%	78.7%	21.3%	81.7%	18.1%

Multiple Fire Station Department

An emergency response organization with multiple resources is able to respond to both simultaneous and “multi-company” requests for emergency services. Examples of multi-company incidents include vehicle accidents, wildland and structure fires, hazardous materials, and rescue incidents. Having multiple resources available for the initial response provides a more effective “time and weight” benefit to the member communities as opposed to a single station relying on the availability and time of response of automatic aid resources. Additionally, the added resources including staffing, water distribution systems, fire engines and a ladder truck all contribute to a better ISO rating (Insurance Service Office), which results in lower fire insurance rates for community members.

Comparison of Simultaneous Calls by Community

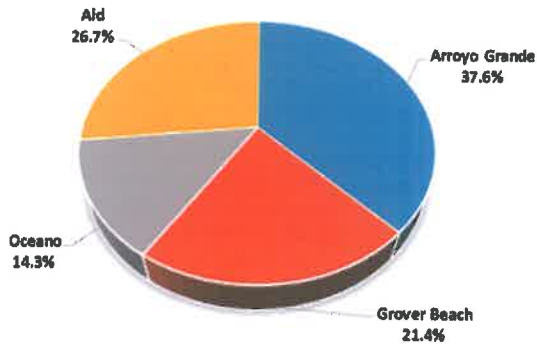


The chart to the left reflects the instances of simultaneous calls for service by community.

Within each community, the percentage of simultaneous calls for service as compared to total calls for service are listed below (2020):

Arroyo Grande	36%
Grover Beach	35%
Oceano	41%

Multi-Company Incidents by Community



The chart to the left reflects the instances of calls for service requiring multiple FCFA resources by community. These types of calls reduce capacity for subsequent requests.

Within each community, the percentage of calls requiring multiple FCFA resources as compared to total calls (2020):

Arroyo Grande	6.2%
Grover Beach	6.4%
Oceano	6.8%

Multi-Company Incidents									
Yr.	FCFA	AG	% of Calls	GB	% of Calls	OCE	% of Calls	Aid	Total
2018	9.6%	168	9.2%	97	8.8%	52	9.2%	33	298
2019	9.4%	153	8.4%	82	7.8%	46	8.5%	57	338
2020	8.1%	121	6.2%	69	6.4%	46	6.8%	86	323

Multi-Company Incidents by Community Percentage				
Yr.	Arroyo Grande	Grover Beach	Oceano	Aid
2018	56.4%	32.6%	17.4%	11.1%
2019	45.3%	24.3%	13.6%	16.9%
2020	37.5%	21.4%	14.2%	26.6%

Simultaneous Incidents									
Yr.	Arroyo Grande	% of Calls	Grover Beach	% of Calls	Oceano	% of Calls	Aid	% of Calls	FCFA
2018	170	9.3%	62	5.6%	15	2.7%	31	18.9%	16%
2019	736	40.6%	399	38.0%	185	34.1%	94	56.6%	39%
2020	699	35.6%	379	35.3%	278	41.1%	173	84.8%	38%

FINDINGS & CONSIDERATIONS

Staff analyzed the current cost structure of the FCFA as well as the Pismo Beach CAL FIRE contract, focused on providing a comparable product. Given input from the current and former CAL FIRE Unit Chiefs, modifications to the existing Pismo Beach contract were reflected in the analysis. With an increased call volume (10% increase in 2020), staff believes that this financial analysis affirms the efficiency that exists by “sharing” operating costs, specialized equipment, and a response design that is not defined by community boundaries in the provision of emergency services. The data clearly identifies the regional benefit by having multiple stations in the service area. As an example, the City of Arroyo Grande has a single fire station that responds within its city limits nearly 85% of the time. The Grover Beach and Oceano fire stations provided faster service to Arroyo Grande residents or covered a simultaneous emergency call for service to over 40% of Arroyo Grande’s calls for service in 2020. This type of organization allows any one of the member communities to avoid the expense of building and staffing a second fire station. The Five Cities Fire Authority will require additional investment in staffing and capital equipment in order to appropriately protect the service area, but remains a cost effective example of regional partnership.

FISCAL IMPACT

None at this time.

ALTERNATIVES

The following alternatives are provided for the Board’s consideration:

1. Receive and file report.
2. Provide other direction.

ATTACHMENTS

None

PREPARED BY

Stephen C. Lieberman, Fire Chief