

# FIVE CITIES FIRE AUTHORITY

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



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

## AGENDA BOARD MEETING

**FRIDAY, MAY 15, 2020–10:00 A.M.**  
City of Grover Beach Council Chambers  
154 South Eighth Street, Grover Beach, CA

In the interest of 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 or staff may participate in this meeting via a video conference. Members of the public may also participate in the meeting electronically by submitting public comments to the Clerk to the Board at [tmeyers@fivecitiesfire.org](mailto:tmeyers@fivecitiesfire.org)

### **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.

### **RECOGNITION AWARD:**

Captain Brian Leathers and Megan Leathers ~ AARBF Fundraising Award

### **APPROVAL OF MINUTES:**

1. **Consideration of Approval of Minutes (MEYERS)**  
**Recommended Action:** Approve the minutes of the Special Board Meeting of April 3, 2020 and Board Meeting of April 17, 2020.

### **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

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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 may be submitted to the Board by members of the public electronically by sending to the Clerk to the Board at [tmeyers@fivecitiesfire.org](mailto:tmeyers@fivecitiesfire.org) by 10:00 A.M. on Friday, May 15, 2020.

**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 April 1, 2020 through April 30, 2020.
2. **Consideration of Approval of Successor Memorandum of Understanding (MOU) and a Resolution with the International Association of Fire Fighters Local 4403 for FY 2020/21**(LIEBERMAN)  
**Recommended Action:** Approve a successor Memorandum of Understanding(MOU) with the International Association of Fire Fighters (IAFF) Local 4403 for the period of May 15, 2020 to June 30, 2021 and approve a Resolution.

**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.**(LIEBERMAN)

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**Recommended Action:** 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.

**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.

**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. Memorandum of Agreement Update
- b. COVID-19

**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.

**CLOSED SESSION:**

- a. **Conference with Legal Counsel—Existing Litigation**  
Consistent with Paragraph (1) of subdivision (d) of California Government Code [Section 54956.9](#).  
**Name of case: Boyer v. Five Cities Fire Authority, City of Arroyo Grande, Steve Lieberman 18CV-0438**

**ADJOURNMENT**

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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

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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 Clerk to the Board by email at [tmeyers@fivecitiesfire.org](mailto:tmeyers@fivecitiesfire.org), 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.

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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. 8<sup>th</sup> Street, Grover Beach, Station 2, 701 Rockaway Avenue, Grover Beach, and Oceano Community Services District, 1655 Front Street, Oceano.

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Agenda reports can be accessed and downloaded from the Five Cities Fire Authority Website at [www.fivecitiesfireauthority.org](http://www.fivecitiesfireauthority.org).

**MINUTES**

**FIVE CITIES FIRE AUTHORITY  
SPECIAL BOARD MEETING  
FRIDAY, APRIL 3, 2020  
CITY OF GROVER BEACH COUNCIL CHAMBERS  
154 SOUTH EIGHTH STREET  
GROVER BEACH, CALIFORNIA**

**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 a teleconference. Members of the public were invited to participate in the meeting electronically by submitting public comments to the Clerk to the Board at [tmeyers@fivecitiesfire.org](mailto:tmeyers@fivecitiesfire.org).**

**CALL TO ORDER:**

Chair White called the Five Cities Fire Authority (FCFA) Board meeting to order at 10:01 a.m.

**FLAG SALUTE:**

Chair White led the Flag Salute.

**ROLL CALL:**

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

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

**AGENDA REVIEW:**

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

**AYES:** Storton, Lee, White

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**APPROVAL OF MINUTES:**

None.

**COMMUNITY COMMENTS AND SUGGESTIONS:**

None.

**CONSENT AGENDA:**

None.

**PUBLIC HEARINGS:**

None.

**CONTINUED BUSINESS:**

None.

**NEW BUSINESS:**

None.

**BOARD MEMBER ITEMS:**

Chair White said the recount of ballots has been completed for the measure in Oceano and the measure has failed by ten votes.

**GENERAL COUNSEL ITEMS:**

None.

**FIRE CHIEF ITEMS:**

- a. Chief Lieberman reported that Five Cities Fire Authority has been busy preparing for the Covid-19 pandemic. Disinfecting protocol has been developed for each station. Chief Lieberman explained that San Luis Obispo County Health Department does not have a plan to aggressively test all fire personnel at this time due to limited resources. They will streamline testing if an exposure has occurred. Vice Chair Storton expressed his support to test Five Cities Fire Authority staff if more tests become available. The County has also projected the peak of virus cases may not happen until May.
- b. Call volume is slightly down.

**BOARD COMMUNICATIONS:**

Vice Chair Storton expressed his appreciation to all city staffs that continue to do their job during this difficult time. Board Member Lee thanked all essential staff for the work they are doing. Chair White thanked Chief Lieberman for all of his hard work in responding to this pandemic.

**CLOSED SESSION:**

The Board adjourned to a Closed Session at 10:19 a.m. concerning the following items:

- 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  
Lisa Christensen – Human Resources Manager-Arroyo Grande

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

- b. **INITIATION OF LITIGATION** pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case).

- c. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** Consistent with Paragraph (1) of subdivision (d) of California Government Code Section 54956.9:

**Name of case: Boyer v. Five Cities Fire Authority, City of Arroyo Grande, Steve Lieberman 18CV-0438**

**RECONVENE TO OPEN SESSION:**

Chief Lieberman called the meeting back to order at 11:24 a.m. with no reportable action.

**ADJOURNMENT:**

Chair White adjourned the meeting at 11:24 a.m. The next Board meeting is scheduled for April 17, 2020, at 10:00 a.m. at the City of Grover Beach Council Chambers, 154 South Eighth Street, Grover Beach, California.

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**KAREN WHITE, CHAIR**

**ATTEST:**

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**TRICIA MEYERS, CLERK TO THE BOARD**

## MINUTES

**FIVE CITIES FIRE AUTHORITY  
BOARD MEETING  
FRIDAY, APRIL 17, 2020  
CITY OF GROVER BEACH COUNCIL CHAMBERS  
154 SOUTH EIGHTH STREET  
GROVER BEACH, CALIFORNIA**

**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 a video conference. Members of the public were invited to participate in the meeting electronically by submitting public comments to the Clerk to the Board at [tmeyers@fivecitiesfire.org](mailto:tmeyers@fivecitiesfire.org).**

### **CALL TO ORDER:**

Chair White called the Five Cities Fire Authority (FCFA) Board meeting to order at 10:04 a.m.

### **FLAG SALUTE:**

Chair White led the Flag Salute.

### **ROLL CALL:**

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

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

### **AGENDA REVIEW:**

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

**AYES:** Storton, Lee, White

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

### **APPROVAL OF MINUTES:**

**Consideration of Approval of Minutes (MEYERS)**

**Action:** Approved the minutes of the Board Meeting on February 21, 2020, 2019 with a voice vote.

**AYES:** Storton, Lee, White

**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 February 1, 2020 through March 31, 2020.

**PUBLIC HEARINGS:**

None.

**CONTINUED BUSINESS:**

None.

**NEW BUSINESS:**

None.

**BOARD MEMBER ITEMS:**

None.

**GENERAL COUNSEL ITEMS:**

None.

**FIRE CHIEF ITEMS:**

- a. Chief Lieberman reported that 10% of the current EMS calls are potential COVID-19 cases. The department has been tracking expenditures that are COVID-19 related. The out of pocket costs are approximately \$6,000 as of right now. Five Cities Fire Authority will submit these costs for reimbursement.
- b. Chief Lieberman will be meeting with a potential consultant to assist with the calculation of the PERS liability. The scope of the work will be discussed so an estimate can be given. Calculating assets and liabilities is a requirement of the Memorandum of Agreement(MOA).
- c. The total budget amount for next fiscal year will stay the same in accordance with the MOA, however line item amounts will be adjusted as needed.
- d. Chief Lieberman introduced Mike Stevens. Mike is the new Administrative Services Director for the City of Arroyo Grande and Five Cities Fire Authority Treasurer.

**BOARD COMMUNICATIONS:**

Vice Chair Storton requested a monthly update regarding any information related to the Memorandum of Agreement. Chair White reported that a discussion regarding Five Cities Fire Authority will be on Oceano Community Services District's next agenda. Board Member Lee suggested having the MOA as a standing item on the agenda. Chief Lieberman agreed to put it under Fire Chief items.

**CLOSED SESSION:**

The Board adjourned to a Closed Session at 10:16 a.m. concerning the following items:

- 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  
Lisa Christensen – Human Resources Manager-Arroyo Grande

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

- b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.** Consistent with Paragraph (1) of subdivision (d) of California Government Code Section 54956.9:

**Name of case: Boyer v. Five Cities Fire Authority, City of Arroyo Grande, Steve Lieberman 18CV-0438**

**RECONVENE TO OPEN SESSION:**

Chief Lieberman called the meeting back to order at 10:56 a.m. with no reportable action.

**ADJOURNMENT:**

Chair White adjourned the meeting at 10:56 a.m. The next Board meeting is scheduled for May 15, 2020, at 10:00 a.m. at the City of Grover Beach Council Chambers, 154 South Eighth Street, Grover Beach, California.

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**KAREN WHITE, CHAIR**

**ATTEST:**

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**TRICIA MEYERS, CLERK TO THE BOARD**



## **STAFF REPORT**

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**TO:** Chair and Board Members      **MEETING DATE:** May 15, 2020  
**FROM:** Stephen C. Lieberman, Fire Chief  
Nicole Valentine, City of Arroyo Grande Accounting Manager  
**SUBJECT:** Consideration of Cash Disbursement Ratification

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### **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 April 1 through April 30, 2020.

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### **BACKGROUND**

FCFA staff recently determined that this information has never been presented to the JPA Board of Directors. As a means of providing citizen oversight and allowing transparency to the member communities of the Five Cities Fire Authority, FCFA staff is bringing this information forward to the Board. This report will appear on all future Board agendas.

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 \$411,355.87 fiscal impact that includes the following items:

- Accounts Payable Checks      \$ 96,343.25
- Payroll and Benefit Checks      \$ 315,012.62

### **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**

April 1 through April 30, 2020 Accounts Payable Register  
April 1 through April 30, 2020 Payroll and Check Register

### **PREPARED BY**

Stephen C. Lieberman, Fire Chief

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
APRIL 1 - APRIL 30, 2020

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
1	04/02/2020	6974	1,407.75	Lion Commander NFPA Structure	290.4211.5272	ALLSTAR FIRE EQUIPMENT, INC
2	04/02/2020	6975	188.28	SHOP SUPPLIES-RENTAL TOWELS, M	290.4211.5303	AMERIPRIDE UNIFORM SVCS
3	04/02/2020	6976	431.81	ACCT#287284288210-IPAD WIRELESS	290.4211.5403	AT&T MOBILITY
4	04/02/2020	6977	1,029.00	2019 USE TAX	290.0000.2014	CA DEPT OF TAX & FEE ADMIN
5	04/02/2020	6978	207.55	ACCT#8245100960102339, TV STN 1	290.4211.5401	CHARTER COMMUNICATIONS
6	04/02/2020	6979	591.55	NOMEX HOOD-HUNT	290.4211.5272	L N CURTIS & SONS
7	04/02/2020	6980	1,149.58	FUEL	290.4211.5608	J B DEWAR, INC
8	04/02/2020	6981	221.67	SHIPPING TO OHD	290.4211.5208	FEDEX
9	04/02/2020	6982	835.00	Lenovo ThinkPad T480 Laptop Co	290.4211.6101	ITSAVY LLC
10	04/02/2020	6982	4.00	CA Electronic Waste Recycling	290.4211.6101	ITSAVY LLC
11	04/02/2020	6982	64.71	Sales Tax	290.4211.6101	ITSAVY LLC
12	04/02/2020	6983	34,830.10	ACCT#1000142419-E6692 PIERCE	290.4211.5803	J.P. MORGAN EQUIPMENT FINANCE
13	04/02/2020	6984	15.07	RETROFIT KIT	290.4211.5255	MINER'S ACE HARDWARE, INC
14	04/02/2020	6984	6.44	STATION TRASH BAGS-COVID19 EXP	290.4211.5604	MINER'S ACE HARDWARE, INC
15	04/02/2020	6985	1,104.11	ELECTRIC-STN 1 2/13-3/15	290.4211.5401	PACIFIC GAS & ELECTRIC CO
16	04/02/2020	6986	129.10	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
17	04/02/2020	6986	222.43	CLEANING SUPPLIES, TP	290.4211.5604	PROCARE JANITORIAL SUPPLY
18	04/02/2020	6987	608.42	E 6661 (BRUSH) BIT & DOOR AJAR	290.4211.5601	SOUTH COAST EMERGENCY
19	04/02/2020	6988	89.00	ROUTINE AIR SAMPLING	290.4211.5303	TRACE ANALYTICS, LLC
20	04/10/2020	6989	101.30	ARGON/OXYGEN CYLINDER RENTAL	290.4211.5303	AIRGAS USA, LLC
21	04/10/2020	6990	190.28	SHOP SUPPLIES-RENTAL TOWELS	290.4211.5303	AMERIPRIDE UNIFORM SVCS
22	04/10/2020	6991	717.06	ACCT#9391033185 PHONE LINES	290.4211.5403	AT&T
23	04/10/2020	6991	172.37	ACCT#9391033179,CIRCUIT CHRGS	290.4211.5403	AT&T
24	04/10/2020	6991	172.37	ACCT#9391033178, CIRCUIT CHRGS	290.4211.5403	AT&T
25	04/10/2020	6992	160.36	MEDICAL SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
26	04/10/2020	6992	608.28	MEDICAL SUPPLIES	290.4211.5206	BOUND TREE MEDICAL, LLC
27	04/10/2020	6993	115.67	ACCT#8245101000202519-TV STN 2	290.4211.5401	CHARTER COMMUNICATIONS
28	04/10/2020	6993	90.62	ACCT#82451010116287-TV STN 3	290.4211.5401	CHARTER COMMUNICATIONS
29	04/10/2020	6994	900.00	EMS CE COORDINATOR SVCS 1/20-3	290.4211.5303	COLLINS, KATHRYN
30	04/10/2020	6995	136.50	03/20 PROF LEGAL SVCS	290.4211.5303	DANER LAW FIRM APLC
31	04/10/2020	6996	1,616.25	DISPOSABLE PROTECTIVE GOWNS (3	290.4211.5206	DANIELS WOOD LAND INC
32	04/10/2020	6997	907.60	FUEL	290.4211.5608	J B DEWAR, INC
33	04/10/2020	6998	2,835.00	03/20-PROF LEGAL SVCS	290.4211.5303	HALE, DAVID P.
34	04/10/2020	6999	7.29	Sales Tax	290.4211.6101	ITSAVY LLC
35	04/10/2020	6999	29.00	Lenovo ThinkPad Ethernet Adapt	290.4211.6101	ITSAVY LLC
36	04/10/2020	6999	94.00	Lenovo USB C Travel Hub (Docking	290.4211.6101	ITSAVY LLC
37	04/10/2020	6999	2.24	Sales Tax	290.4211.6101	ITSAVY LLC
38	04/10/2020	7000	95.00	BATTALION 1 TOW	290.4211.5601	JOHNBOY'S TOWING INC
39	04/10/2020	7000	95.00	BATTALION 1 TOW	290.4211.5601	JOHNBOY'S TOWING INC

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
APRIL 1 - APRIL 30, 2020

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
40	04/10/2020	7001	56.80	SMALL TOOLS, PARTS	290.4211.5273	MINER'S ACE HARDWARE, INC
41	04/10/2020	7001	79.22	AIR SUPPLIES-COVID19	290.4211.5604	MINER'S ACE HARDWARE, INC
42	04/10/2020	7001	22.12	STATION MAINT-FUNNEL, AIR PLUG	290.4211.5604	MINER'S ACE HARDWARE, INC
43	04/10/2020	7001	38.27	STN CLEANING SUPPLIES-COVID19	290.4211.5604	MINER'S ACE HARDWARE, INC
44	04/10/2020	7002	248.78	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
45	04/10/2020	7002	191.62	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
46	04/10/2020	7003	64.63	BOVA-COLLAR BRASS	290.4211.5276	RANGE MASTER
47	04/10/2020	7003	1,132.46	PEARSON-WORKSHIRTS, WORKPANTS,	290.4211.5276	RANGE MASTER
48	04/10/2020	7003	64.63	FARNSWORTH-STN T-SHIRTS	290.4211.5276	RANGE MASTER
49	04/10/2020	7003	19.18	MOURNING BANDS	290.4211.5276	RANGE MASTER
50	04/10/2020	7003	90.48	BENNET-STN T-SHIRTS	290.4211.5276	RANGE MASTER
51	04/10/2020	7003	151.92	HENSLEY-WORKSHIRT	290.4211.5276	RANGE MASTER
52	04/10/2020	7003	178.84	RAWSON-WORKSHIRT, TACT SQUAD T	290.4211.5276	RANGE MASTER
53	04/10/2020	7004	334.47	BATTERIES	290.4211.5255	RETAIL ACQUISITION & DEV., INC
54	04/10/2020	7005	325.71	GAS SERVICES-STN 1 2/25-3/25	290.4211.5401	SOCALGAS
55	04/10/2020	7006	4,175.77	E6693-ANNUAL SVC, MARKER LIGHT	290.4211.5601	SOUTH COAST EMERGENCY
56	04/10/2020	7006	4,335.50	UTV-FULL SAFETY INSPECTION & S	290.4211.6201	SOUTH COAST EMERGENCY
57	04/10/2020	7007	425.42	ACCT#670954297-00001 PHONE LIN	290.4211.5403	VERIZON WIRELESS
58	04/21/2020	7008	4.84	OFFICE SUPPLIES	290.4211.5201	BANK OF AMERICA
59	04/21/2020	7008	49.00	OFFICE SUPPLIES	290.4211.5201	BANK OF AMERICA
60	04/21/2020	7008	73.88	OFFICE SUPPLIES	290.4211.5201	BANK OF AMERICA
61	04/21/2020	7008	37.60	CHECKS FOR AP	290.4211.5201	BANK OF AMERICA
62	04/21/2020	7008	(60.00)	UPS REIMBURSEMENT	290.4211.5206	BANK OF AMERICA
63	04/21/2020	7008	268.93	MEDICAL SUPPLIES-COVID19	290.4211.5206	BANK OF AMERICA
64	04/21/2020	7008	437.31	MEDICAL SUPPLIES-COVID19	290.4211.5206	BANK OF AMERICA
65	04/21/2020	7008	39.00	MEDICAL SHEARS	290.4211.5206	BANK OF AMERICA
66	04/21/2020	7008	116.29	POSTAGE-STAMPS & TRACE ANALYTI	290.4211.5208	BANK OF AMERICA
67	04/21/2020	7008	39.90	SUPPLIES-COVID19	290.4211.5255	BANK OF AMERICA
68	04/21/2020	7008	53.80	SUPPLIES-COVID19	290.4211.5255	BANK OF AMERICA
69	04/21/2020	7008	415.31	RESCUE HELMET	290.4211.5255	BANK OF AMERICA
70	04/21/2020	7008	311.40	ANGELLO BOOTS	290.4211.5272	BANK OF AMERICA
71	04/21/2020	7008	180.85	MEDICAL EQUIPMENT COVID19	290.4211.5272	BANK OF AMERICA
72	04/21/2020	7008	368.80	TOOLS-COVID19	290.4211.5273	BANK OF AMERICA
73	04/21/2020	7008	501.00	SILVA ANCILLARY ITEMS	290.4211.5276	BANK OF AMERICA
74	04/21/2020	7008	107.70	ANGELLO UNIFORM ALLOWANCE	290.4211.5276	BANK OF AMERICA
75	04/21/2020	7008	57.92	HUGHEY UNIFORM ALLOWANCE	290.4211.5276	BANK OF AMERICA
76	04/21/2020	7008	57.92	SEARBY UNIFORM ALLOWANCE	290.4211.5276	BANK OF AMERICA
77	04/21/2020	7008	495.00	WELLNESS PROGRAM-5 GYM MEMBERS	290.4211.5303	BANK OF AMERICA
78	04/21/2020	7008	96.26	GO CONFERENCE	290.4211.5403	BANK OF AMERICA

**FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
APRIL 1 - APRIL 30, 2020**

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
79	04/21/2020	7008	0.99	ICLOUD IPHONE STORAGE-CHIEFS P	290.4211.5403	BANK OF AMERICA
80	04/21/2020	7008	107.31	MEETING SUPPLIES	290.4211.5508	BANK OF AMERICA
81	04/21/2020	7008	35.90	ALL HANDS MEETING SUPPLIES	290.4211.5508	BANK OF AMERICA
82	04/21/2020	7008	3.61	INT'L TRANS FEE ON THERMOMETER	290.4211.5555	BANK OF AMERICA
83	04/21/2020	7008	371.65	REPAIRS B6611	290.4211.5601	BANK OF AMERICA
84	04/21/2020	7008	678.76	REPAIRS B6611	290.4211.5601	BANK OF AMERICA
85	04/21/2020	7008	75.26	SERVICE-B6612	290.4211.5601	BANK OF AMERICA
86	04/21/2020	7008	430.88	CLEANING SUPPLIES-COVID19	290.4211.5604	BANK OF AMERICA
87	04/21/2020	7008	150.80	CLEANING SUPPLIES-COVID19	290.4211.5604	BANK OF AMERICA
88	04/21/2020	7008	28.21	FUEL	290.4211.5608	BANK OF AMERICA
89	04/21/2020	7008	37.53	FUEL-AVENGER	290.4211.5608	BANK OF AMERICA
90	04/21/2020	7008	81.85	FUEL	290.4211.5608	BANK OF AMERICA
91	04/21/2020	7008	222.97	MDC PROJECT	290.4211.6101	BANK OF AMERICA
92	04/21/2020	7008	360.94	THERMOMETERS-COVID19	290.4211.6101	BANK OF AMERICA
93	04/21/2020	7008	1,222.47	MDC PROJECT	290.4211.6101	BANK OF AMERICA
94	04/21/2020	7008	657.42	LAPTOP COMPUTER	290.4211.6101	BANK OF AMERICA
95	04/21/2020	7008	216.00	SQUARESPACE WEBSITE RENEWAL	290.4211.6103	BANK OF AMERICA
96	04/21/2020	7008	16.43	Freight	290.4211.6201	BANK OF AMERICA
97	04/21/2020	7008	80.79	MISSION MOTORSPORTS-UTV ROOF	290.4211.6201	BANK OF AMERICA
98	04/21/2020	7008	200.00	WATER TANK CLEANING-UTV	290.4211.6201	BANK OF AMERICA
99	04/21/2020	7008	98.09	LIGHTBAR	290.4211.6201	BANK OF AMERICA
100	04/21/2020	7009	1,319.30	MEDICAL SUPPLIES-COVID19	290.4211.5206	BOUND TREE MEDICAL, LLC
101	04/21/2020	7010	204.98	ACCT#82451010138133, INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
102	04/21/2020	7010	204.98	ACCT#8245101000239800, INTERNET	290.4211.5401	CHARTER COMMUNICATIONS
103	04/21/2020	7011	54.00	REBALANCE TIRE-PATROL	290.4211.5601	MARK'S TIRE SERVICE
104	04/21/2020	7012	2.72	STN 2 SUPPLIES-FASTENERS	290.4211.5255	MINER'S ACE HARDWARE, INC
105	04/21/2020	7012	71.68	STN 1 MACHINE MAINT	290.4211.5603	MINER'S ACE HARDWARE, INC
106	04/21/2020	7012	26.32	MACHINE MAINT	290.4211.5604	MINER'S ACE HARDWARE, INC
107	04/21/2020	7013	225.26	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
108	04/21/2020	7013	157.75	CLEANING SUPPLIES	290.4211.5604	PROCARE JANITORIAL SUPPLY
109	04/21/2020	7014	50.00	05/20-HAZARDOUS DRUG DISPOSAL	290.4211.5303	STERICYCLE INC.
110	04/21/2020	7015	153.00	CLEANING & REPAIR-TURNOUT COAT	290.4211.5272	TURNOUT MAINTENANCE CO LLC
111	04/30/2020	7016	298.58	ARGON/OXYGEN CYLINDER RENTAL	290.4211.5303	AIRGAS USA, LLC
112	04/30/2020	7017	236.14	SHO SUPPLIES RENTAL-TOWELS, MO	290.4211.5303	AMERIPRIDE UNIFORM SVCS
113	04/30/2020	7018	33.03	ACCT#235841-39537779, CIRCUIT	290.4211.5403	AT & T
114	04/30/2020	7019	438.71	IPAD WIRELESS CHRGS 3/12-4/11	290.4211.5403	AT&T MOBILITY
115	04/30/2020	7020	617.20	MSA CONFIDENCE PLUS 2 SOLUTION	290.4211.5603	BAUER COMPRESSORS, INC
116	04/30/2020	7021	8,400.00	FAIRA CLAIM-707 HUASNA-SAND &	290.4211.5303	BILL EVANS FLOORING
117	04/30/2020	7022	507.07	MEDICAL SUPPLIES-COVID19	290.4211.5206	BOUND TREE MEDICAL, LLC

FIVE CITIES FIRE AUTHORITY  
CHECK LISTING  
APRIL 1 - APRIL 30, 2020

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
118	04/30/2020	7023	16.15	E 6693 VEHICLE REPAIR	290.4211.5601	CARQUEST AUTO PARTS
119	04/30/2020	7023	26.74	E 6693 HEADLIGHT	290.4211.5601	CARQUEST AUTO PARTS
120	04/30/2020	7024	738.65	FUEL	290.4211.5608	J B DEWAR, INC
121	04/30/2020	7025	1,127.25	PG&E COSTS STN 2 12/19-01/20	290.4211.5401	CITY OF GROVER BEACH
122	04/30/2020	7025	1,064.26	PG&E COSTS STN 2 01/21-02/18	290.4211.5401	CITY OF GROVER BEACH
123	04/30/2020	7026	152.00	03/20 LEGAL SVCS	290.4211.5303	LIEBERT, CASSIDY, WHITMORE
124	04/30/2020	7026	2,660.00	03/20 LEGAL SVCS	290.4211.5303	LIEBERT, CASSIDY, WHITMORE
125	04/30/2020	7027	990.67	ELECTRIC-STN 1 3/16-4/14	290.4211.5401	PACIFIC GAS & ELECTRIC CO
126	04/30/2020	7028	193.56	GAS SERVICES-STN 1 3/13-4/13	290.4211.5401	SOCALGAS
127	04/30/2020	7029	3,525.10	E6693 ANNUAL SVC & REPAIRS	290.4211.5601	SOUTH COAST EMERGENCY
			96,343.25			

**FIVE CITIES FIRE AUTHORITY**  
**DEPARTMENTAL LABOR DISTRIBUTION**

**PAY PERIOD**

**03/20/2020 - 04/02/2020**

**4/10/2020**

**BY ACCOUNT**

5101	Salaries Full time	81,210.95
5103	Salaries Part-Time - TPT	6,721.58
5105	Salaries OverTime	16,770.70
5106	Salaries Strike Team OT	-
5108	Holiday Pay	3,326.70
5109	Sick Pay	-
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	-
5114	Comp Pay	-
5115	Annual Leave Pay	-
5121	PERS Retirement	18,585.68
5122	Social Security	8,304.59
5123	PARS Retirement	15.01
5126	State Disability Ins.	859.18
5127	Deferred Compensation	125.00
5131	Health Insurance	16,475.62
5132	Dental Insurance	968.16
5133	Vision Insurance	267.04
5134	Life Insurance	121.52
5135	Long Term Disability	154.34
		<u>153,906.07</u>



<p><b>FIVE CITIES FIRE AUTHORITY</b></p> <p><b>DEPARTMENTAL LABOR DISTRIBUTION</b></p> <p><b>PAY PERIOD</b></p> <p><b>04/03/2020 - 04/16/2020</b></p> <p><b>4/24/2020</b></p>
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**BY ACCOUNT**

5101	Salaries Full time	76,848.94
5103	Salaries Part-Time - TPT	7,066.58
5105	Salaries OverTime	23,153.39
5106	Salaries Strike Team OT	-
5108	Holiday Pay	3,326.70
5109	Sick Pay	1,857.85
5110	Annual Leave Buyback	-
5111	Vacation Buyback	-
5112	Sick Leave Buyback	-
5113	Vacation Pay	769.68
5114	Comp Pay	1,734.48
5115	Annual Leave Pay	-
5121	PERS Retirement	18,498.29
5122	Social Security	8,819.25
5123	PARS Retirement	15.01
5126	State Disability Ins.	904.70
5127	Deferred Compensation	125.00
5131	Health Insurance	16,475.62
5132	Dental Insurance	968.16
5133	Vision Insurance	267.04
5134	Life Insurance	121.52
5135	Long Term Disability	154.34
		161,106.55



## **STAFF REPORT**

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**TO:** Chair and Board Members **MEETING DATE:** May 15, 2020

**FROM:** Stephen C. Lieberman, Fire Chief

**SUBJECT:** Consideration of Approval of Successor Memorandum of Understanding (MOU) and a Resolution with the International Association of Fire Fighters Local 4403 for FY 2020/21

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### **RECOMMENDATION**

It is recommended the Board of Directors approve a successor Memorandum of Understanding (MOU) and approve the Resolution with the International Association of Fire Fighters ("IAFF") Local 4403 for the period May 15, 2020 to June 30, 2021.

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### **BACKGROUND**

On Friday, April 17, 2020, the Board of Directors directed the Negotiating Team to provide International Association of Fire Fighters ("IAFF") Local 4403 with the last best and final proposal for a successor Memorandum of Understanding for the period May 15, 2020 to June 30, 2021 and to return with a Memorandum of Understanding.

As a reminder, the MOU encompasses the following key points:

- An effective date of May 15, 2020
- A salary increase of 2% effective May 15, 2020
- A one-time lump sum payment of \$1,000 to each employee in lieu of retroactivity to July 1, 2019
- Language changes to incorporate updates from Resolution 2018-06 and minor clarifications.

The formal Memorandum of Understanding is presented to the Board for final adoption. Local 4403 has indicated that a vote to ratify the MOU was approved by their membership on April 20, 2021.

### **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 2019-20 budget.

The fiscal impact of the wage increases includes a \$23,890 increase in salary and all benefits in the current fiscal year (FY 2019-20) and a \$49,700 increase in FY 2020-21.

**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**

Lisa Christensen, Human Resources Manager



**2020/2021  
(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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**2020/2021 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 May 15, 2020 through June 30, 2021 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 Fire Fighters. 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. One Lump Sum Payment  
In addition to the 2% wage increase reflected in Exhibit "A", each bargaining unit member shall receive a one-time lump sum payment of \$1,000.

#### **ARTICLE 5. APPLICATION OF SALARY STEPS**

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

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

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

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

**ARTICLE 6. SPECIALTY ASSIGNMENT PAY**

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

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

**ARTICLE 7. EDUCATIONAL PAY**

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

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

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

#### **ARTICLE 8. UNIFORM AND EQUIPMENT ALLOWANCE**

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

- A. The JPA will provide uniforms in lieu of granting an annual uniform allowance to members of this unit, to a maximum cost to the JPA of \$1,000 per employee 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 \$1,000 limit in A. above, uniforms to be purchased by the JPA for new employees include:
  - 1. Pants (up to 4 pairs)
  - 2. Uniform shirts (2 Short-sleeve and 1 Long-sleeve)
  - 3. T-shirts (up to 4)
  - 4. Jacket w/liner (1)
  - 5. Sweatshirts (up to 2)
  - 6. Socks (up to 6 pairs)

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

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

- D. An account will be set-up with the local uniform provider and employees shall charge their approved items to the account. The uniform provider will then bill the JPA for payment.
- E. 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 Fire Fighters. 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:

<b>AFTER: YEARS</b>	<b>= HOURS PER MONTH</b>
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 illness or injury) 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 2019, the following flex dollar allowance for health coverage will be provided:
  - For employee only: \$ 771.74
  - For employee + 1 dependent \$1,457.61
  - For employee + 2 or more dependents \$1,878.35

For December 2020, 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 employees 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 12.0%) 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. Employees appointed to a position for vacation, sick leave, or other leave of absence coverage will receive acting pay within the range of the higher classification beginning after three (3) consecutive workdays (72 hours) of assignment in the acting position.

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**

\_\_\_\_\_  
**PATRICK FERGUSON  
IAFF LOCAL 4403**

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

\_\_\_\_\_  
**MARK SEARBY  
IAFF LOCAL 4403**

\_\_\_\_\_  
**MICHAEL STEVENS  
TREASURER  
FCFA**

\_\_\_\_\_  
**MATT HINDEN  
IAFF LOCAL 4403**

<b>FIVE CITIES FIRE AUTHORITY          SCHEDULE OF SALARY RANGES          EFFECTIVE MAY 15, 2020</b>
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RANGE	A	B	C	D	E	
28	4738	4975	5223	5485	5759	FIRE FIGHTER
29	4856	5099	5354	5622	5903	
30	4978	5227	5488	5762	6050	
31	5102	5357	5625	5906	6202	
32	5230	5491	5766	6054	6357	
33	5360	5628	5910	6205	6516	
34	5494	5769	6058	6360	6678	FIRE ENGINEER
35	5632	5913	6209	6519	6845	
36	5773	6061	6364	6682	7017	
37	5917	6213	6523	6850	7192	
38	6065	6368	6686	7021	7372	
39	6216	6527	6854	7196	7556	
40	6372	6690	7025	7376	7745	
41	6531	6858	7201	7561	7939	FIRE CAPTAIN
42	6694	7029	7381	7750	8137	
43	6862	7205	7565	7943	8341	
44	7033	7385	7754	8142	8549	
45	7209	7570	7948	8345	8763	
46	7389	7759	8147	8554	8982	



**RESOLUTION NO. 2020-03**

**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 20/21**

**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 May 15, 2020.

**BE IT FURTHER RESOLVED** that this Resolution shall repeal those sections of the IAFF MOU approved at Board Meeting on December 16, 2016 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:**

\_\_\_\_\_  
**KAREN WHITE, 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. 2020-03 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 15th day of May, 2020.

**WITNESS** my hand and the Seal of the Five Cities Fire Authority affixed this 15th day of May, 2020.

\_\_\_\_\_  
**TRICIA MEYERS, CLERK TO THE BOARD**



## **STAFF REPORT**

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**TO:** Chair and Board Members **MEETING DATE:** May 15, 2020

**FROM:** Stephen C. Lieberman, Fire Chief

**SUBJECT:** 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

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### **RECOMMENDATION**

It is recommended that the Board 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.

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### **BACKGROUND**

Pursuant to Government Code Sections 39502 and 61100, the Member Agencies of the 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 has prepared a listing of each such lot or parcel within the cities of Arroyo Grande and Grover Beach and Oceano Community Services District describing such lot or parcel in accordance with the map used by the County in describing property for taxation purposes, which is included in the Resolution as Exhibit A.

### **FISCAL IMPACT**

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

### **ALTERNATIVES**

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

1. Adopt the 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.;
2. Do not adopt the Resolution; or
3. Provide direction to staff.

**ATTACHMENTS**

Exhibit A-List of Properties Needing Abatement  
Resolution

2020 ARROYO GRANDE WEED ABATEMENT PROGRAM - LIST OF PROPERTIES NEEDING ABATEMENT									
APN#	OWNER	STREET	CITY	STATE	ZIP	PROPERTY ADDRESS			
006-075-017	Jauncey Family Trust	833 Diamond Circle	Arroyo Grande	CA	93420	833 Diamond Circle			
006-095-018	Vista Del Mar Homeowners Assoc	612 Castillo Del Mar	Arroyo Grande	CA	93420	Castillo Del Mar			
006-095-019	Vista Del Mar Homeowners Assoc	612 Castillo Del Mar	Arroyo Grande	CA	93420	Castillo Del Mar			
006-095-028	Lucia Mar Unified School District	620 Orchard St	Arroyo Grande	CA	93420	Castillo Del Mar			
006-097-005	Vachhani Family Living Trust	602 Mulligan Ln	Arroyo Grande	CA	93420	Castillo Del Mar			
006-097-008	Christina Slimack	2241 Rail Ct	Arroyo Grande	CA	93420	Castillo Del Mar			
006-097-009	Kirit Patel Family Trust	56 El Viento	Pismo Beach	CA	93499	Castillo Del Mar			
006-097-010	Brandl Harkins	502 S Broadway	Redondo Beach	CA	90277	Castillo Del Mar			
006-097-011	Anil Panchal	490 Dolliver St	Pismo Beach	CA	93449	Castillo Del Mar			
006-097-012	T Kaplan HOA	259 Irish Way	Pismo Beach	CA	93449	Coast View Dr			
006-097-013	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Castillo Del Mar			
006-097-014	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-015	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-016	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-017	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-018	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-019	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-020	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-021	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-022	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-097-023	Heights at Vista Del Mar Group LLC	P.O. Box 2331	Pismo Beach	CA	93448	Coast View Dr			
006-151-025	El Camino Real LLC	1451 Cordova Ave	Glendale	CA	91207	Coast View Dr			
006-151-027	City of Arroyo Grande	300 E Branch St	Arroyo Grande	CA	93420	775 & 799 El Camino Real			
006-311-063	Pacifica Investments LLC	70 S 320 West	Orem	UT	84058	El Camino Real			
006-571-013	Calile Ream	636 Cerro Vista Circle	Arroyo Grande	CA	93240	601 Grand Ave			
007-851-050	Brian Childress	688 Equestrian Way	Arroyo Grande	CA	93240	636 Cerro Vista Circle			
007-011-021	CA Pacific Annual Conf of United Methodist	P.O. Box 6006	Pasadena	CA	91102	688 Equestrian Way			
007-011-023	Seventh Day Adventists	P.O. Box 770	Clovis	CA	93613	250 Wesley			
007-011-040	Central Services	1087 Santa Rosa St	San Luis Obispo	CA	93408	Vernon St			
007-011-041	Rodeo Grace Investors LLC	760 Mattie Rd A-1	Pismo Beach	CA	93449	Rodeo Dr			
007-011-045	San Luis Obispo County	1087 Santa Rosa St	San Luis Obispo	CA	93408	Rodeo Dr			
007-011-050	San Luis Obispo County	1087 Santa Rosa St	San Luis Obispo	CA	93408	W Branch St/Old Ranch Rd			
007-019-022	Grace Bible Church	100 Rodeo Dr	Arroyo Grande	CA	93420	W Branch St/Rodeo Dr			
007-031-018	UC Ricardo	211 Corbett Canyon	Arroyo Grande	CA	93420	Rodeo Dr			
007-031-038	Arroyo Group	P.O. Box 519	Arroyo Grande	CA	93421	Corbett Canyon			
007-031-040	Ross McGowan	P.O. Box 926	Santa Margarita	CA	93453	Corbett Canyon			
007-041-006	Castleman Adams Revocable Trust	598 Via La Barranca	Arroyo Grande	CA	93420	Corbett Canyon			
007-041-008	Arnold-Stillwell Living Trust	597 Via La Barranca	Arroyo Grande	CA	93420	Via La Barranca			
007-041-019	Ianneo Family Trust	591 Via La Barranca	Arroyo Grande	CA	93420	Via La Barranca			
007-062-005	Richard Bergo	1341 Scott Lee Dr	Oceano	CA	93445	Via La Barranca			
007-070-007	Lucia Mar Unified School District	602 Orchard St	Arroyo Grande	CA	93420	Miller Way			
007-070-009	Woolsey Revocable Living Trust	435 Canyon Way	Arroyo Grande	CA	93420	James Way			
						Canyon Way			

007-070-010	Aronson Family Trust	1507 Portofino Dr	Yuba City	CA	95993	420	Canyon Way
007-070-012	Kathrine Lockhart	390 Canyon Way	Arroyo Grande	CA	93420	390	Canyon Way
007-070-013	Sperow Family Trust	370 Canyon Way	Arroyo Grande	CA	93420	370	Canyon Way
007-070-015	Sedeek Natacha	450 Canyon Way	Arroyo Grande	CA	93420	450	Canyon Way
007-070-017	Kristen Kieley	451 Hidden Oak Way	Arroyo Grande	CA	93420	451	Hidden Oak Way
007-186-060	Bank of America	200 W Branch St	Arroyo Grande	CA	93420	200	W Branch St
007-211-007	Daniel Cozza	515 Nelson St	Arroyo Grande	CA	93420	210	Tally Ho
007-221-023	Reylea Survivors Trust	1248 Paseo Ladera	Arroyo Grande	CA	93420	271	James Way
007-222-026	Dawn Pendleton	299 Canyon Way	Arroyo Grande	CA	93420	299	Canyon Way
007-241-027	Wells Family Trust	10205 Suey Creek Rd	Santa Maria	CA	93454		Ridgeview Way
007-241-030	Daniels Living Trust	250 Ridgeview Way	Arroyo Grande	CA	93420	250	Ridgeview Way
007-264-003	Myers Family Trust	610 Le Point St	Arroyo Grande	CA	93420	610	Le Point St
007-271-034	Wildwood Ranch Homeowners Assoc	3563 Empleo St Ste B	San Luis Obispo	CA	93401		Wildwood Dr and HWY 227
007-291-033	Bethany Miner	138 Summit Dr	Pismo Beach	CA	93449	215	Cindy Way
007-291-038	Dotson Living Trust	801 Huasna Rd	Arroyo Grande	CA	93420	265	Cindy Way
007-291-039	Dotson Living Trust	801 Huasna Rd	Arroyo Grande	CA	93420	276	Cindy Way
007-291-041	Dotson Living Trust	801 Huasna Rd	Arroyo Grande	CA	93420	801	Huasna Rd
007-291-042	Janet Rollins Trust	4605 Windsor Blvd	Cambria	CA	93428	221	Cindy Way
007-471-002	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Stagecoach Rd
007-471-015	Bogle Family Trust	301 Zogata Way	Arroyo Grande	CA	93420	301	Zogata Way
007-471-016	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Zogata Way
007-471-017	Elizabeth Newell	317 Zogata Way	Arroyo Grande	CA	93420	317	Zogata Way
007-471-018	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Pearwood Ave
007-471-029	Joseph Zogata Jr	718 Grand Ave	Arroyo Grande	CA	93420		Stagecoach Rd
007-471-030	Robert D Zogata	718 E Grand Ave	Arroyo Grande	CA	93420		Stagecoach Rd
007-471-031	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Gualarte Rd
007-471-033	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Gualarte Rd
007-471-035	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Gualarte Rd
007-471-035	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Gualarte Rd
007-471-036	Jo Outland	358 Stagecoach Rd	Arroyo Grande	CA	93240		Gualarte Rd/Zogata Wy
007-471-037	Laurie Elliot Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Zogata Way
007-471-038	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Zogata Way
007-471-039	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Zogata Way
007-471-040	Mary and Joseph Zogata	365 Zogata Way	Arroyo Grande	CA	93420		Zogata Way
007-481-009	Fernandez Mercedes	2050 W Mountain	Glendale	CA	91201		East Branch St
007-501-036	DeBlauw Properties LLC	411 El Camino Real	Arroyo Grande	CA	93420	510	E Branch St
007-511-002	Cephas Investments LLC	201 W Main St	Santa Maria	CA	93458		Garden St
007-571-017	Reuel and Karen Estes	262 S Alpine St	Arroyo Grande	CA	93420	811	E Cherry
007-611-017	ALC Management Corp	1015 Ewy Ln	Arroyo Grande	CA	93420	704	Branch Mill Rd
007-631-003	Laraleigh Kleist Special Needs Trust	P.O. Box 1436	Pismo Beach	CA	93448		S Traffic Way
007-631-006	Cattoir Family Trust	P.O. Box 134	Arroyo Grande	CA	93421	195	Orchid Ln
007-631-021	Laraleigh Kleist Special Needs Trust	P.O. Box 1436	Pismo Beach	CA	93448		S Traffic Way
007-631-022	Laraleigh Kleist Special Needs Trust	P.O. Box 1436	Pismo Beach	CA	93448	700	S Traffic Way
007-741-027	Arroyo Grande Ent Bus Tr Org	200 Coach Rd	Arroyo Grande	CA	93420	460	Coach Rd
007-761-001	Adam Goodge	1285 Branch Mill Rd	Arroyo Grande	CA	93420	1285	Branch Mill Rd

007-761-020	Stava Family Trust	1167 Flora Rd	Arroyo Grande	CA	93420	1167	Flora Rd
007-761-021	Akalin Murat	1212 Flora Rd	Arroyo Grande	CA	93420	1212	Flora Rd
007-761-022	Ikeda Family Trust	1273 Branch Mill Rd	Arroyo Grande	CA	93420	1273	Branch Mill Rd
007-761-023	Beeman Living Trust	1275 Branch Mill Rd	Arroyo Grande	CA	93420	1275	Branch Mill Rd
007-761-033	Hall Living Trust	1279 Branch Mill Rd	Arroyo Grande	CA	93420	1279	Branch Mill Rd
007-771-053	Sheppell Arroyo Grande LLC	117 Bernal Rd #70-406	San Jose	CA	95119	1271	James Way
007-781-009	Blanche Hollingshead Trust	1131 S Russell Ave	Santa Maria	CA	93458	777	Printz Rd
007-781-010	Hale Trust	773 Printz Rd	Arroyo Grande	CA	93420	773	Printz Rd
007-781-024	Taos Holding Corp	445 Green Gate Rd	San Luis Obispo	CA	93401	352	La Canada
007-781-038	Glenn Family Trust	570 Easy St	Arroyo Grande	CA	93420	570	Easy St
007-781-039	Robert Hollingshead Trust	560 Easy St	Arroyo Grande	CA	93420		Easy St
007-781-053	Shellooe Family Trust	17230 Walnut Ave	Atascadero	CA	93422	783	Easy St
007-781-054	Michael Clare	785 Easy St	Arroyo Grande	CA	93420	785	Easy St
007-781-055	AGC Holding Corp	445 Green Gate Rd	San Luis Obispo	CA	93401		Noyes Rd
007-781-056	Sandstone Holding Corp	445 Green Gate Rd	San Luis Obispo	CA	93401		Noyes Rd
007-781-060	Rancho Grande Homeowners Assoc	P.O. Box 13138	San Luis Obispo	CA	93406		James Way
007-787-005	St Patricks Catholic Church	P.O. Box 2048	Monterey	CA	93940	900	W Branch St
007-811-003	Nancy Loomis Living Trust	4570 Christine Loomis Dr	Arroyo Grande	CA	93420	220	Miller Way
007-812-006	McGrath Living Trust	273 Miller Way	Arroyo Grande	CA	93420	273	Miller Way
007-812-012	Rose Chaddon	205 Miller Way	Arroyo Grande	CA	93420	205	Miller Way
007-812-015	Forest Crowe Living Trust	712 Shamrock Ln	Pismo Beach	CA	93449	281	Miller Way
007-851-028	Oak Park Estates Homeowners Assoc	P.O. Box 17	Pismo Beach	CA	93448		Equestrian Way
007-851-039	John Sacchetti Family Trust	180 Vista Dr	Arroyo Grande	CA	93420	791	Arabian
007-851-049	Sandstone Holding Corp	445 Green Gate Rd	San Luis Obispo	CA	93401		Equestrian Way
007-862-007	Richard Hanson	104 Ralph Beck Ln	Arroyo Grande	CA	93420	104	Ralph Beck Ln
007-862-008	Lynsey Clark	2419 S Grove Ave	Ontario	CA	91761	127	Ralph Beck Ln
007-862-009	James Zerboni	111 Ralph Beck Ln	Arroyo Grande	CA	93420	111	Ralph Beck Ln
007-893-057	Las Jollas Ranch Grande Homeowners Assoc	694 Santa Rosa St	San Luis Obispo	CA	93401		James Way
060-309-006	Oak Park Village Apartments	6454 Moonstone Beach Dr	Cambria	CA	93428	251	S Oak Park Blvd
077-011-010	Dechance Living Trust	650 Dixie Ln	San Luis Obispo	CA	93401	700	Oak Park Blvd
077-011-011	Dechance Living Trust	650 Dixie Ln	San Luis Obispo	CA	93401	1587	El Camino Real
077-013-006	Patricia Staats	1708 Beach St	San Luis Obispo	CA	93401	1575	Hillcrest Dr
077-013-007	Stone Family Trust	1601 Sierra Dr	Arroyo Grande	CA	93420	1601	Sierra Dr
077-021-010	Colleen Phelan Family Trust	1473 Hillcrest Dr #A	Arroyo Grande	CA	93420	1457	Hillcrest Dr
077-031-008	Malcolm Family Trust	508 Ocean Blvd	Shell Beach	CA	93449	1380	Hillcrest Dr
077-031-010	Malcolm Family Trust	508 Ocean Blvd	Shell Beach	CA	93449	1380	Hillcrest Dr
077-032-017	James Seybert	1425 Chilton	Arroyo Grande	CA	93420	1425	Chilton St
077-041-032	Esther Edwards Living Trust	132 S Rodeo Dr	Beverly Hills	CA	90212	1407	Chilton St
077-051-016	Mankins Revocable Trust	279 Ridge Rd	Pismo Beach	CA	93449	1107	El Camino Real
077-051-044	Habitat for Humanity SLO	P.O. Box 613	San Luis Obispo	CA	93406	184	Brisco Rd
077-051-052	Hillcrest Land LLC	1005 El Camino Real	Arroyo Grande	CA	93420		Hillcrest Dr
077-051-052	Hillcrest Land LLC	1005 El Camino Real	Arroyo Grande	CA	93420		Hillcrest Dr
077-051-061	Mankins Revocable Trust	279 Ridge Rd	Pismo Beach	CA	93449	1141	El Camino Real
077-061-011	Bridget Fornaro	3222 W Sierra Ave	Fresno	CA	93711	1210	Montego
077-241-032	King Consulting Services	17380 Keaton Ave	Sonoma	CA	95476	1250	Farroll Ave





2020 GROVER BEACH WEED ABATEMENT PROGRAM - LIST OF PROPERTIES NEEDING ABATEMENT

APN#	OWNER	STREET	CITY	STATE	ZIP	PROPERTY ADDRESS
060-012-021	Carl Dursteler Living Trust	P.O. Box 621745	Las Vegas	NV	89162	1032 Margarita
060-031-005	Sharon Tanner Family Trust	1 Tanner Road	Grover Beach	CA	93433	Atlantic City
060-031-021	Ram Krupa Real Estate LLC	845 Morro Ave	Morro Bay	CA	93442	1598 El Camino Real
060-031-022	Ram Krupa Real Estate LLC	845 Morro Ave	Morro Bay	CA	93442	1598 El Camino Real
060-031-023	Nichols Family Trust	7 Paseo Ladera	Pismo Beach	CA	93449	1750 El Camino Real
060-031-025	Grand Ave LLC	762 Higuera St #201	San Luis Obispo	CA	93401	775 N Oak Park Blvd
060-031-028	TDR Properties	1546 W Branch St	Arroyo Grande	CA	93420	Laguna
060-031-029	Ann Knokey	18811 Tribune St	Porter Ranch	CA	91326	1640 Laguna
060-031-036	Oak Meadow Estates Homeowners	P.O. Box 443	Arroyo Grande	CA	93420	Laguna
060-033-011	Edgewater Motel Inc	961 Wadsworth Ave	Pismo Beach	CA	93449	1513 Cabrillo
060-033-012	Edgewater Motel Inc	280 Wadsworth Ave	Pismo Beach	CA	93449	1535 Cabrillo
060-034-028	Oak Meadow Estates Homeowners	P.O. Box 475	Grover Beach	CA	93483	San Diego
060-082-013	Julie Putich	27225 Santa Clarita Rd	Santa Clarita	CA	91350	257 Saratoga Ave
060-088-005	Catherine Mussey	3701 Red Rock Rd	Garberville	CA	95542	595 N 5th St
060-089-002	Alice Bettencourt Family Trust	468 Linnell Ave	San Leandro	CA	94578	Saratoga Ave
060-123-014	Stelle Family Trust	15 La Patera Ct	Camarillo	CA	93010	1791 Saratoga Ave
060-123-035	Doherty Family Trust	7155 Atascadero Ave	Atascadero	CA	93422	Saratoga Ave
060-144-023	Swack Family Trust	2702 Banyan Way	Santa Maria	CA	93455	294 N 4th St
060-176-045	Lionel Silva	P.O. Box 412	Grover Beach	CA	93483	1435 Ramona
060-176-060	Michael Barnes	9704 Tujunga Canyon	Tujunga	CA	91042	1590 Brighton
060-191-009	Juli Walwyn	1990 Newport Ave	Grover Beach	CA	93433	1990 Newport Ave
060-337-007	Alberto Arenas	3714 Fairfax Way	S San Francisco	CA	94080	Nice Ave
060-490-001	Bello Family Trust	P.O. Box 948	Grover Beach	CA	93483	5th St
060-501-027	Gilberto Herrera Family Trust	P.O. Box 6285	Santa Maria	CA	93456	885 N 6th St
060-541-001	Anne Boukidis Unitrust	69750 Camino Pacifico	Rancho Mirage	CA	92270	Farroll Ave
060-541-006	Phyllis Blastervold Living Trust	2710 Branch Mill Rd	Arroyo Grande	CA	93420	550 Farroll Ave
060-542-029	Buenaventura Storage LLC	34136 Village 34	Camarillo	CA	93012	Barka
060-542-034	Buenaventura Storage LLC	34136 Village 34	Camarillo	CA	93012	464 Leoni
060-545-030	Prime Capital Venture LLC	807 E 12th St Ste 401	Los Angeles	CA	90021	928 Huston St
060-545-031	Prime Capital Venture LLC	807 E 12th St Ste 401	Los Angeles	CA	90021	938 Huston St
060-545-039	DMM Venture Group LLC	6727 Odessa Ave	Van Nuys	CA	91406	998 Huston St
060-546-003	David B Anderson	1061 Margarita Ave	Grover Beach	CA	93433	931 Huston St
060-546-005	Prime Capital Venture LLC	807 E 12th St Ste 401	Los Angeles	CA	90021	973 Huston St

060-546-007	Morosin Revocable Trust	2300 Clark Valley Rd	Los Osos	CA	93402	1073	Huston St
060-546-009	John Jenkins	12450 Brook Glen Dr	Saratoga	CA	95070		Huston St
060-546-019	Prime Capital Venture LLC	807 E 12th St Ste 401	Los Angeles	CA	90021	953	Huston St
060-581-033	Bethel Baptist Church	1935 Newport Ave	Grover Beach	CA	93433	1935	Newport Ave

## 2020 OCEANO WEED ABATEMENT PROGRAM - LIST OF PROPERTIES NEEDING ABATEMENT

APN#	OWNER	STREET	CITY	STATE	ZIP	PROPERTY ADDRESS
061-021-009	Rizing Construction	P.O. Box 11171	Bakersfield	CA	93389	McCarthy Ave
061-021-057	Jacob Thoene-Powerhouse Syst	2821 Brundage Ln	Bakersfield	CA	93304	Juanita Ave
061-021-058	Patricia Lee Trust	P.O. Box 6340	Bakersfield	CA	93386	Juanita Ave
061-044-034	Heron Crest Development	P.O. Box 3151	Shell Beach	CA	93448	Air Park Dr
061-044-035	Heron Crest Development	P.O. Box 3151	Shell Beach	CA	93448	Air Park Dr
061-081-026	R & R Investments	6975 Cat Canyon Rd	Santa Maria	CA	93454	Aloha Pl
061-081-027	Jordan Treaster	15653 Azalea Springs Ct	Bakersfield	CA	93314	Honolulu Ave
061-082-023	Kalleen Corley	571 Security Ct	Oceano	CA	93445	Security Ct
061-112-033	Torres Family Trust	1168 Pacific Blvd	Oceano	CA	93445	Pacific Blvd
061-112-039	Janet L. Coughran	10964 Treaside Ln	Escondido	CA	92026	Norswing Dr
061-131-001	Pismo Coast Village Inc	165 S Dolliver	Pismo Beach	CA	93449	Lake
061-131-005	Pismo Coast Village Inc	165 S Dolliver	Pismo Beach	CA	93449	Fountain Ave
061-131-012	Pismo Coast Village Inc	165 S Dolliver	Pismo Beach	CA	93449	Fountain Ave
061-131-020	Pismo Coast Village Inc	165 S Dolliver	Pismo Beach	CA	93449	Fountain Ave
062-012-005	Kelly Miller	1347 Jap Lowe Dr	Del Rio	TX	78840	Wilmar Ave
062-023-018	David Voegel	P.O. Box 31	Pismo Beach	CA	93448	23rd St
062-031-024	Peggy Simpson	1425 S 4th St	Oceano	CA	93445	Wilmar Ave
062-064-020	SLO County Govt	County Govt Ctr Room 207	San Luis Obispo	CA	93408	21st and Vista
062-072-028	Grant Kreinberg Trust	108 Brae Ct	Fairfield	CA	94534	23rd St
062-073-002	Manuel Camara Irrevocable Trust	1067 Ash St	Arroyo Grande	CA	93420	Wilmar Ave
062-073-003	Joseph Romero	2462 Wilmar Ave	Oceano	CA	93445	Wilmar Ave
062-074-017	Jacob Nichols	1660 S Elm st	Oceano	CA	93445	S Elm St
062-082-003	Serafin Lopez	1551 1/2 Paso Robles St	Oceano	CA	93445	Paso Robles St
062-082-017	Robert Baker Property Trust	P.O. Box 419	Arroyo Grande	CA	93421	Ocean Ave
062-083-003	Quincon Inc	P.O. Box 1029	Grover Beach	CA	93483	Ocean Ave
062-085-004	Agalos Family Trust	2912 Stanfield Pl	Bakersfield	CA	93306	Paso Robles & 19th St
062-087-016	Paul Kenny	2345 See Canyon Rd	San Luis Obispo	CA	93401	20th St
062-093-005	Rodolfo Marquez	1180 Obispo St	Guadalupe	CA	93434	Beach St
062-098-017	Arnold Family Trust	422 Gularite Rd	Arroyo Grande	CA	93420	23rd and Ocean St
062-104-012	SLO County Public Works Dept	County Govt Ctr Room 207	San Luis Obispo	CA	93408	Lara Ln
062-111-024	Dewar Family Trust	1151 Corbett Canyon Rd	Arroyo Grande	CA	93420	19th St
062-111-029	Dewar Family Trust	1151 Corbett Canyon Rd	Arroyo Grande	CA	93420	Front St
062-116-005	Albert & Patsy Fisher Family Trust	1151 Pike Ln #6	Oceano	CA	93445	21st St

062-133-005	Ronald & Shirley Rolland	2531 Cienaga	Oceano	CA	93445	2531	Cienaga
062-261-022	Oceano Community Svcs District	P.O. Box 599	Oceano	CA	93445		Wilmar and 21st
062-261-065	SLO County Govt	County Govt Ctr Room 207	San Luis Obispo	CA	93408		The Pike and 19th St
062-282-003	George Blackburn Family Trust	1281 Via Mar Sol	Arroyo Grande	CA	93420	1566	The Pike
062-282-081	Oceano Estates Homeowners Assn	1380 Crest St	Oceano	CA	93445	1315	Wilmar Ave
062-303-063	Tierra Nueva Home Owners Assoc	1750 Tierra Nueva St	Oceano	CA	93445		Christmas Tree Ln
062-305-008	Hensley Family Trust	1950 Casitas	Oceano	CA	93445	1950	Casitas
062-321-001	Chief Temple of the People	P.O. Box 7100	Halcyon	CA	93421	1075	The Pike
075-032-014	Lloyd & Ethel Millar Trust	2845 Cienaga	Oceano	CA	93445	2845	Cienaga

**RESOLUTION NO. 2020-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FIVE CITIES FIRE AUTHORITY 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**

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS (“Board”) OF THE FIVE CITIES FIRE AUTHORITY (“Authority”) AS FOLLOWS:**

1. That there exists on numerous lots and parcels of real property within the Authority jurisdictional service area weeds, dry grass, stubble, brush, litter and other flammable material which endangers the public safety by creating a fire hazard and which the Board hereby finds and declares to constitute a public nuisance which should be removed and cleared from each and all of said premises.
2. That the Board further finds that in accordance with Health and Safety Code section 14900.5, said nuisance as to the properties listed herein is a seasonal and recurrent problem and will be abated every year hereafter without the necessity of any further public hearings.
3. That the Authority Fire Chief has prepared a listing of each such lot or parcel describing it in accordance with the map used by the County in describing property for taxation purposes, that being the County Assessment Map which is hereby attached as Exhibit A and incorporated by reference as if set out in full.
4. That consistent with Health and Safety Code sections 14890, 14891, 14892 and any other applicable law related to notice and hearing, the Authority Fire Chief, together with appointed assistants and deputies, are hereby directed to notice the owners of the abatable lots in Exhibit A of this Resolution and within the Authority jurisdictional service area containing such dry weeds, grass, stubble, brush, litter and other flammable material sand of the time and place of the hearing to afford property owners the opportunity to raise objections.
5. That consistent with Government Code Sections 39502 and 61100, the Member Agencies of the 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.

**RESOLUTION NO. 2020-04**  
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6. That the Clerk to the Board is hereby directed to forthwith cause to be mailed the notice of public hearing consistent with Health and Safety Code section 14892.

**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 meeting of the Board of the Five Cities Fire Authority, this 15th day of May, 2020.

\_\_\_\_\_  
**KAREN WHITE, 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. 2020-04 is a true, full, and correct copy of said Resolution passed and adopted at the meeting of the Board of the Five Cities Fire Authority on the 15th day of May, 2020.

**WITNESS** my hand and the Seal of the Five Cities Fire Authority affixed this 15th day of May, 2020.

\_\_\_\_\_  
**TRICIA MEYERS, CLERK TO THE BOARD**