

FIVE CITIES FIRE AUTHORITY



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

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

NOTICE OF SPECIAL BOARD MEETING AGENDA FRIDAY, MAY 29, 2020 – 10:00 A.M.

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 will participate in this meeting via teleconference. Members of the public may listen to the meeting and provide public comment via telephone by calling 1(833)611-0393. To provide public comment during the live meeting, please state your name and the topic of the agenda item that you want to address when you initially call in. 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 no later than the meeting start time of 10:00 A.M. Emailed comments will be received directly by the Clerk and will be read out loud during the meeting. Public comment is subject to the customary 3-minute time limit.

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.

COMMUNITY COMMENTS AND SUGGESTIONS:

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

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

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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.

None.

PUBLIC HEARINGS:

None.

CONTINUED BUSINESS:

- a. **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.

NEW BUSINESS:

- a. **Consideration of Fiscal Year 2020-21 Preliminary Budget(LIEBERMAN/STEVENS)**

Recommended Action: 1) Review the Fiscal Year (FY) 2020-21 Preliminary Budget and provide feedback to staff.

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.

None.

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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

None.

ADJOURNMENT

All staff reports or other written documentation, including any supplemental material distributed to a majority of the Board within 24 hours of a special meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the Clerk to the Board's office, 140 Traffic Way, Arroyo Grande. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for disability-related modification or accommodation, contact the Clerk to the Board's office at 805-473-5490 as soon as possible.

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

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

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



STAFF REPORT

TO: Chair and Board Members **MEETING DATE: May 29, 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

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.

BACKGROUND

For the past several years, the Five Cities Fire Authority (FCFA) operating budget was based on a multi-year "Strategic Plan implementation" schedule. While forecasting future costs, a former FCFA Treasurer anticipated the expiration of the existing MOU with Local 4403 and added a 2% assumption for a future negotiation to the Fiscal Year 2019-20 budget (the assumption also included management employees). Anticipated costs for a labor attorney were also included in the budget at that time (\$25,000).

Local 4403 requested the start of negotiations in June 2019. Due to scheduling conflicts, the first meeting between the negotiating teams did not occur until November 2019. The Oceano A-20 campaign also added to a continued delay in the process.

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, 2020.

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

Staff Report Dated May 15, 2020
Memorandum of Understanding
Resolution



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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 complement. 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:

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

- E. Vacation hour accrual rate will be based on length of full-time service calculated from the employee's start date at their original member agency.
- F. If for any reason an employee becomes ill during a vacation, the affected employee shall be entitled to utilize such available sick leave in lieu of vacation leave.
- G. Vacation leave may be taken as it accrues. Vacation shall be scheduled at the discretion and convenience of each individual employee, with the consent of the

Supervisor, within the limitation necessitated by legitimate operational needs of the JPA.

- H. In the event the scheduling preferences of two (2) or more employees conflict, the preferences of the more senior employee in order of seniority shall govern barring any unusual circumstances.
- I. Employees may accrue vacation leave up to a maximum of 315 hours. In the event an employee's accrued vacation leave exceeds the maximum allowable on January 1, the employee shall be paid at his/her January 1 hourly wage rate for those hours accrued in excess of the maximum allowable. Upon request of an employee, an exception to the accrual limit may be made upon approval by the Fire Chief.

ARTICLE 16. HOLIDAY LEAVE

- A. The following holidays are the designated holidays for full-time Fire Department employees. In lieu of the designated holidays, employees will be provided 6.53 hours of straight-time pay semi-monthly.
 - 1. Independence Day
 - 2. Labor Day
 - 3. Veteran's Day
 - 4. Thanksgiving
 - 5. Day following Thanksgiving
 - 6. Christmas Eve, half day
 - 7. Christmas
 - 8. New Year's Eve, half day
 - 9. New Year's Day
 - 10. Martin Luther King Day
 - 11. Lincoln's Birthday
 - 12. President's Day
 - 13. Memorial Day
 - 14. One day per fiscal year of the employee's choice with Supervisor approval (Floating Holiday).
- B. Special Holidays:

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

ARTICLE 17. SICK LEAVE

- A. All full-time, permanent employees shall accrue 11.2 hours of sick leave with pay for each month of service. The maximum accumulation of earned sick leave shall

be 1,680 hours. An employee will not accumulate any additional sick leave until such time as his/her accumulated balance falls below 1,680 hours. Upon retirement an employee may choose to be paid 50% of his/her unused sick leave, to a maximum of 480 hours at his/her current rate of pay. Upon retirement, unused accumulated sick leave may be converted to PERS retirement credit per the JPA's contract with PERS. At the end of each calendar year, each employee has the option of being paid straight time for 25% of his/her unused sick leave of that year, transferring it to vacation, or leaving it in sick leave.

- B. Employees may transfer sick leave on a voluntary basis to a fellow JPA employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave (per 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**

FIVE CITIES FIRE AUTHORITY SCHEDULE OF SALARY RANGES EFFECTIVE MAY 15, 2020
--

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 special meeting of the Board of the Five Cities Fire Authority on the 29th day of May, 2020.

WITNESS my hand and the Seal of the Five Cities Fire Authority affixed this 29th day of May, 2020.

TRICIA MEYERS, CLERK TO THE BOARD



STAFF REPORT

TO: Chair and Board Members **MEETING DATE:** May 29, 2020

FROM: Stephen Lieberman, Fire Chief/Executive Officer
Mike Stevens, Treasurer

SUBJECT: Consideration of Preliminary FY 2020-21 Budget

RECOMMENDATION

It is recommended that the Board of Directors review the Fiscal Year (FY) 2020-21 Preliminary Budget and provide feedback to staff.

BACKGROUND

Following the adoption of a second amendment "Memorandum of Agreement (MOA)" to the Five Cities Fire Authority (FCFA) Joint Powers Authority (JPA) Agreement in June 2019, funding levels established for FY 2019-20 were to be held constant through FY 2020-21 (with an identified "wind down" period that would in effect hold community contributions fixed through June 30, 2021). This resulted in the suspension of identified goals of an adopted FCFA Strategic Plan. The proposed FY 2020-21 proposed budget is reflective of the contribution limits identified in the MOA. A proposed third amendment of the JPA agreement will be presented to the FCFA Board of Directors and potentially the member community city councils and district board in June 2020. If adopted, the 3rd amendment would continue the identified community contribution rates potentially through June 30, 2023 (assuming a 12-month wind down period). In essence the current community contribution rates could remain fixed for a total period of four years. Staff has conducted a "line by line" review of the projected budget, and identified potential changes to both expenditures and revenues. Staff has determined that FY 2020-21 operations can be supported with the current contribution funding levels, utilizing fund balance as needed.

ANALYSIS OF ISSUES

In June 2019, the member communities approved the second amendment to the JPA. This action identified on-going member community financial contribution rates (constant between FY 2019-20 and FY 2020-21). The Fire Chief has facilitated several meetings with the City and District Managers, along with finance staff. The group has proposed a conceptual 3rd amendment to the JPA wherein current community contribution rates will be extended another year (through FY 2021-22). There is also the consideration of a 12-month "wind down" period that would extend through June 30, 2023. A financial analysis has indicated that current and projected fund balance amounts could sustain operations through this period; assuming no unanticipated/significant

financial impacts. Any consideration of a third amendment to the JPA will require a unanimous vote of all three member communities.

The proposed FY 2020-21 budget includes total revenues of \$5,886,438 and expenditures of \$5,999,795 which reflects a total increase over the Adopted FY 2019-20 Budget of \$113,357 (1.9%). Revenues increased by \$30,970 while expenditures increased by \$144,327. Line items driving this change include:

- **Revenues - \$30,970 increase**
Revenues increase receipt of State Off-Highway Vehicle (OHV) Fund grant and donation (\$37,520) related to UTV project (also included in expenditures).
- **Salaries and Benefits - \$180,290 increase**
PERS and Worker's Compensation costs were partially offset by savings in health insurance and social security. The overtime budget line item was adjusted to reflect actual costs in past years (excluding FY 2019-20) and the salary line item was increased to reflect a full year's negotiated salary increase of 2%.
- **Services and Supplies / Equipment Replacement - \$35,930 decrease**
Staff completed a comprehensive review of each services and supplies line item by account and based the proposed budget on current actual and prior year expenditures.

Estimates for the year-end 2019-20 budget reflect two significant items. The FCFA contracts with the County of San Luis Obispo / CAL FIRE for dispatch services. Due to a change in financial staff, and accounting methodology, CAL FIRE has notified FCFA that they will not be issuing a bill for services in FY 2019-20. Apparently FCFA "pre-paid" this amount with the former finance manager in the FY 2018-19 period, and future billing will be based on actual calls for service one year in arrears. FCFA will be billed after July 1, 2020 for calls for service dispatched in calendar year 2019. The budgeted \$173,000 will be returned to the fund balance. FCFA staff worked closely with City of Arroyo Grande finance staff and determined discrepancies in the way salary and benefit information was calculated for FY 2019-20. Additional savings in benefit costs also contributed to the approximately \$188,000 in savings returned to the fund balance.

As has been historically reported, the budget does not anticipate for expenditures and associated revenues related to mutual aid response outside of San Luis Obispo County. Based on actual activity, the budget will be updated to reflect the actual expenditures and subsequent reimbursement.

The major assumptions included in this operating budget include:

- Sustaining a consistent level of service to the member communities
- Replacement of obsolete equipment
- Increased vehicle maintenance costs

FISCAL IMPACT

Based upon the 2nd Amendment to the FCFA JPA, the member communities will contribute to the FY 2020-21 budget at the identical levels that were funded in the FY 2019-20 budget. FCFA Fund Balance will be \$929,830, an increase of \$324,841 versus the Adopted budget.

Current Community Contribution Rates:

Arroyo Grande	\$2,580,955	45.01%
Grover Beach	\$2,015,115	35.14%
Oceano	\$1,138,148	19.85%

ALTERNATIVES

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

1. Provide direction to staff regarding changes to proposed document
2. Direct staff to return with proposed budget at June 19, 2020 FCFA board meeting for potential approval

ATTACHMENTS

Preliminary FY 2020-21 Budget Packet

PREPARED BY

S. Lieberman, Fire Chief/Executive Officer

Five Cities Fire Authority

Proposed Budget
Fiscal Year 2020-2021



Five Cities Fire Authority
140 Traffic Way
Arroyo Grande, California 93420
805.473.5490
fivocitiesfireauthority.org

Our Vision

The Five Cities Fire Authority is committed to serving our communities by providing emergency response, fire prevention and public education. We strive to accomplish this vision by ensuring that we will provide for all Fire Authority needs and professional development through a stable revenue source. We honor the respect we hold within our communities and are committed to maintaining that trust.

Our Mission

The Mission of the Five Cities Fire Authority is to provide the highest level of service possible by mitigating threats to life, property and the environment while meeting the growing needs of our communities.

Our Core Values

Serve with pride, professionalism and integrity;
Treat all people with respect and honor;
Maximize community service through efficient resource management; and
Strive for constant improvement.



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Five Cities Fire Authority at a Glance



In 2004, the cities of Arroyo Grande and Grover Beach collaboratively entered an agreement to share one fire chief and training officer. This agreement was expanded over the next several years to include equipment sharing, a consolidation of the reserve firefighter program and the introduction of "boundary drops," meaning that the closest fire resource would be dispatched to a 9-1-1 call without consideration of community boundary. In 2009, the Oceano Community Services District joined the other communities and on July 9 2010, a complete fire department consolidation took place, resulting in the creation of the Five Cities Fire Authority (FCFA). The Five Cities Fire Authority was created to increase service levels to citizens and visitors, to ensure consistent and professional training standards, and to increase operational efficiencies. During the formation of the organization, the member communities contributed their existing vehicles and capital equipment.

As was anticipated in 2010, over the past 10 years the communities have increased their demand for service, commercial and residential development projects have continued with multiple projects being three stories in height. The member communities have supported additional investment to replace needed equipment and to stabilize staffing levels. These investments have placed an increased financial challenge upon the member communities. A Memorandum of Agreement is currently in place, allowing the communities to re-evaluate the funding allocation methodology and other needed revisions to the original agreement. The Oceano Community Services District attempted a revenue measure that failed by 10 votes in 2020, and the District considering another ballot measure in 2022.

Area Served: 10 square miles, encompassing the communities of Arroyo Grande, Grover Beach and Oceano

Population Served: 37,000

Number of Stations: 3

Call Volume (2019): 3,413 (excludes Automatic and Mutual Aid responses outside of service area)

Fire:	71	2.1%
Emergency Medical Services:	2,110	61.8%
Hazardous Conditions:	103	3.0%
Service and Good Intent:	944	27.7%
False Alarm:	177	5.2%
Other:	8	0.2%

Organizational Structure

The Authority is administered by the Board of Directors, comprised of one Council Member or alternate from the City of Arroyo Grande, one Council Member or alternate from the City of Grover Beach, and one Board Member or alternate from the Oceano Community Services District. Individuals serving as alternates must be elected officials from the participating communities.

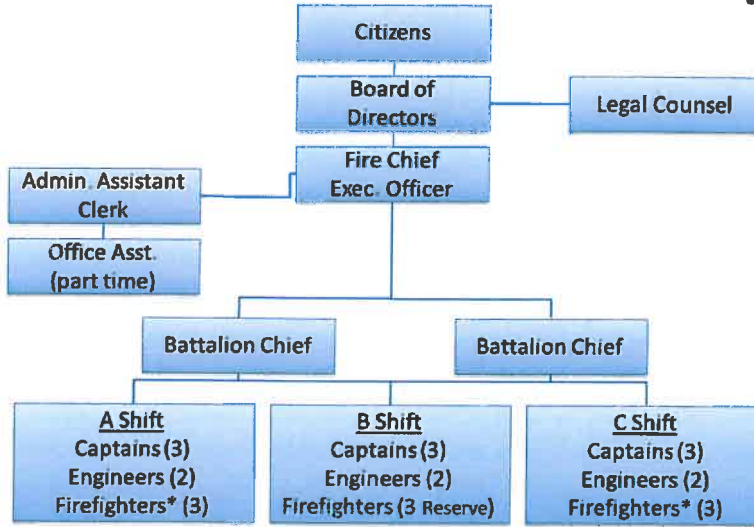


The Fire Chief reports to the Board of Directors and also serves as the Executive Officer for the Five Cities Fire Authority. The Administrative Services Director for the City of Arroyo Grande serves in the capacity of Treasurer to the Authority, and the Administrative Assistant for the Five Cities Fire Authority serves as Secretary/Clerk to the Board.

The Fire Chief may consult with the Executive Team, comprised of the managers from Arroyo Grande, Grover Beach and Oceano in order to discuss matters relevant to the communities or the Authority, and the managers may make recommendations to their board members, based on matters discussed.



Five Cities Fire Authority



* Career/Full Time Firefighters

May 2020

Total Budgeted Headcount

Full Time	25
Part Time	2
Reserve Firefighters	3
Total	30

Fire Chief's Budget Message

Honorable members of the Board of Directors, the employees of the Five Cities Fire Authority present this proposed budget for fiscal year 2020-2021. The budget is largely defined by the existing Second Amendment to the JPA agreement via a Memorandum of Agreement, wherein funding from the member communities would remain fixed for both fiscal years 2019-2020 and 2020-2021. The member communities will likely consider a Third Amendment to the JPA to allow additional time for Oceano to hold a 2022 election in a second attempt to raise needed revenues. Assuming the 3rd Amendment is approved, the FCFA operating budget would in essence be fixed for a four-year period (extended through fiscal year 2022-2023). The Fire Chief would manage the limited fund balance (accumulated reserves) to offset needed expenditures during this four-year period. The fund balance consists of a combination of budget savings, reimbursement for mutual aid response outside of San Luis Obispo County, and fees for service.



The foundational assumption that drives the budget continues to be a commitment to provide a consistent and professional level of service to the communities served by the Five Cities Fire Authority. The Five Cities Fire Authority has been adapting to best serve the communities given an increasing volume of calls for service, increased development with multi-story construction, an aging population, aging equipment, and employee recruitment and retention challenges over the past ten years.

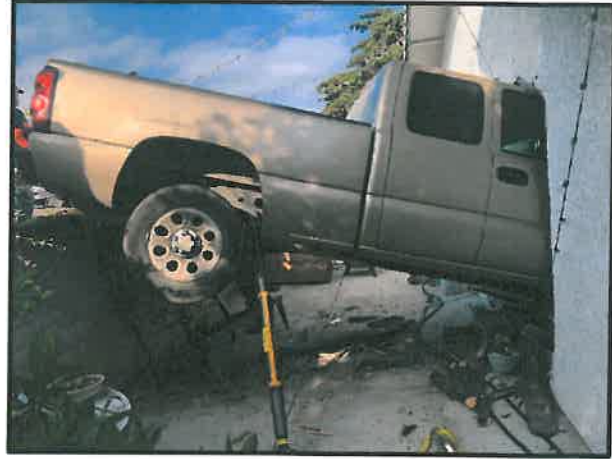
We did not anticipate the emergence of a virus that has impacted the entire planet. The organization took an early leadership role in planning and coordination with our member communities and allied agencies to prepare for the impacts of the COVID-19 virus and the ensuing pandemic. FCFA personnel continue to treat suspected patients of the disease with compassion and skill, but unanticipated costs have been incurred to acquire personal protective equipment (PPE), and other required supplies. FCFA is carefully tracking these costs and will request reimbursement through either the State of California or FEMA.

In addition to being vigilant in terms of cost containment, one of the goals of this fiscal year will be to review and revise the existing master fee schedule in an effort to fully recover costs when appropriate and possible, including the consideration of new fees to related to emergency response.

Budget Assumptions

Listed below are key assumptions applied to the development of the proposed 2020-2021 fiscal budget:

- Maintain professional fire safety, emergency medical, and public assistance services
- Present a 12-month operating budget in coordination with member communities; consistent with the requirements of the existing Memorandum of Agreement (no increased community contribution)
- Replacement of non-supported and obsolete Thermal Imaging Cameras (4) - \$28,000
- Replacement of obsolete Mobile Data Computers (8) - \$25,000
- Increase Vehicle Maintenance – \$25,000
- Acquisition of 100% grant funded Utility Task Vehicle (UTV) - \$ 38,000



Accomplishments

Listed below is a summary of accomplishments for the 2019-2020 fiscal year:

- Promoted three Career Firefighters
- Developed a Public Safety Power Shutoff (PSPS) Emergency Management tool for member communities
- Engaged in early planning and coordinated response to COVID-19



Pandemic with member communities and county partners. Unanticipated expenditures related to Personal Protective Equipment (PPE), disinfecting chemicals and the development of a mass decontamination solution

- Administered Weed Abatement and Fourth of July Fireworks Program for all three jurisdictions
- Performed routine business and multi-family dwelling inspections
- Performed plan review and related construction inspections (Oceano and Grover Beach)
- Responded to several large scale incidents including the Kincade, Lopez, Tick fires, and Contra Costa County cover assignment
- Participated in member community working groups (Development Review, Special Events, Safety, Emergency Management)
- Supported special events including Strawberry Festival, Harvest Festival, Holiday Parades, Season of Hope
- Continued focused on public safety awareness, emergency preparedness with a Public Safety Power Shutoff emphasis, and "hands only CPR" training through public education

Goals & Objectives

Listed below is a summary of goals and objectives for fiscal year 2020-2021:

- Keep our communities safe and prepared
- Remain vigilant and respond to impacts of COVID-19
- Maintain adequate staffing levels
- Continue to support Board deliberation and member community goals related to Joint Powers Agreement revisions, revenue enhancement measures and potential reorganization
- Work with FCFA Treasurer to complete master fee schedule review utilize third party for enhanced cost recovery
- Consider new fees associated with emergency response
- Pursue grant opportunities for needed equipment
- Continue to partner with FireSafe Council and allied agencies to develop Community Wildland Protection Plan and apply for fuel reduction grants as possible



FIVE CITIES FIRE AUTHORITY
BUDGET SUMMARY - PROPOSED
For the Fiscal Year Ending June 30, 2021

	Actual		Approved Budget	Estimated Actuals	Proposed Budget	Variance Proposed vs Approved
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2019-20	FY 2020-21	19-20 v 20-21
Beginning Fund Balance	\$ 381,290	\$ 677,440	\$ 604,989	\$ 604,989	\$ 1,043,187	
Revenues	5,047,681	5,751,762	5,855,468	5,932,293	5,886,438	30,970 0.5%
Expenditures:						
Salaries & Benefits	4,001,715	4,601,137	4,710,800	4,523,052	4,891,090	(180,290)
Services & Supplies	518,451	670,707	853,288	679,697	822,358	30,930
Equipment Replacement	130,168	451,172	190,150	190,150	185,150	5,000
Debt Service	101,197	101,197	101,230	101,197	101,197	33
Total Expenditures	<u>4,751,531</u>	<u>5,824,213</u>	<u>5,855,468</u>	<u>5,494,095</u>	<u>5,999,795</u>	<u>(144,327)</u> -2.5%
Change in Fund Balance	296,150	(72,451)	-	438,198	(113,357)	N/A
Ending Fund Balance	<u>\$ 677,440</u>	<u>\$ 604,989</u>	<u>\$ 604,989</u>	<u>\$ 1,043,187</u>	<u>\$ 929,830</u>	N/A

**FIVE CITIES FIRE AUTHORITY
PROPOSED BUDGET - REVENUES**

For the Fiscal Year Ending June 30, 2021

ACT	ACCOUNT NAME			Approved Budget	Estimated Actuals	Proposed Budget	Variance Proposed vs Approved
		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20	FY 2019-20	FY 2020-21	19-20 v 20-21
	REVENUES						
4301	INTEREST	\$ 6,732	\$ 11,645	\$ 700	\$ 4,000	\$ 700	\$ -
4422	ARROYO GRANDE FIRE REIMBURSEMENT	2,223,604	2,523,661	2,580,955	2,580,955	2,580,955	-
4428	FEMA REVENUE	-	-	-	-	-	-
4443	GROVER BEACH FIRE REIMBURSEMENT	1,608,407	1,798,108	2,015,115	2,015,115	2,015,115	-
4444	OCEANO FIRE REIMBURSEMENT	873,719	987,362	1,138,148	1,138,148	1,138,148	-
4458	STATE GRANT	-	-	-	-	28,520	28,520
4491	SAFER GRANT	-	-	-	-	-	-
4462	LOCAL GRANT	11,859	44,553	-	59,052	-	-
4705	INSPECTIONS	-	-	-	65,152	87,000	87,000
4726	FIRE IMPACT FEES	4,205	9,351	3,000	208	3,000	-
4729	FIRE-FIRST RESPONDER SUPPORT	22,712	23,520	21,300	24,331	24,000	2,700
4730	STRIKE TEAM REIMBURSEMENT	243,899	247,392	-	28,411	-	-
4803	SALES-EQUIPMENT/MATERIALS	12,700	-	-	-	-	-
4807	EXPENSE RECOVERY	39,844	106,169	96,250	1,275	-	(96,250)
4809	DONATIONS	-	-	-	15,647	9,000	9,000
4816	PROCEEDS FROM DEBT ISSUANCE	-	-	-	-	-	-
	GRAND TOTAL REVENUES	\$ 5,047,681	\$ 5,751,762	\$ 5,855,468	\$ 5,932,293	\$ 5,886,438	\$ 30,970

FIVE CITIES FIRE AUTHORITY

BUDGET - EXPENDITURES

For the Fiscal Year Ending June 30, 2021

ACT	ACCOUNT NAME			Approved Budget	Estimated Actuals	Proposed Budget	Variance Proposed vs Approved
		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20	FY 2019-20	FY 2020-21	19-20 v 20-21
EXPENDITURES							
5101	SALARIES FULL-TIME	1,439,985	1,707,703	2,360,100	1,881,214	2,401,300	(41,200)
5102	SALARIES PERMANENT PART-TIME	16,591	19,476	46,400	21,572	37,100	9,300
5103	SALARIES TEMPORARY PART-TIME	366,708	313,654	131,400	147,770	131,400	-
5105	SALARIES OVERTIME	516,636	591,517	445,600	758,943	600,000	(154,400)
5106	SALARIES - STRIKE TEAM OVERTIME	184,635	213,078	-	44,880	-	-
5108	HOLIDAY PAY	85,973	107,571	106,900	103,882	105,500	1,400
5109	SICK LEAVE PAY	49,498	46,582	-	21,000	-	-
5110	ANNUAL LEAVE BUY BACK	9,088	45,206	7,000	8,307	10,000	(3,000)
5111	VACATION BUY BACK	24,558	29,073	45,000	30,451	31,000	14,000
5112	SICK LEAVE BUY BACK	2,085	2,012	4,000	1,247	2,000	2,000
5113	VACATION LEAVE PAY	73,913	43,265	-	43,878	-	-
5114	COMPENSATION PAY	29,840	43,841	-	49,856	-	-
5115	ANNUAL LEAVE	27,224	39,134	-	12,056	-	-
5121	PERS RETIREMENT	459,345	549,934	571,300	512,267	644,200	(72,900)
5122	SOCIAL SECURITY	183,345	223,377	231,200	218,823	202,700	28,500
5123	PARS RETIREMENT	6,414	1,955	700	311	600	100
5126	STATE DISABILITY INS. (SDI)	16,593	19,377	19,700	21,866	20,500	(800)
5127	DEFERRED COMPENSATION	2,936	3,183	3,000	3,018	3,000	-
5131	HEALTH INSURANCE	341,963	386,384	520,900	393,761	437,000	83,900
5132	DENTAL INSURANCE	20,890	22,502	28,900	23,283	25,200	3,700
5133	VISION INSURANCE	5,398	6,147	7,500	6,423	6,800	700
5134	LIFE INSURANCE	2,298	2,692	3,300	2,932	3,200	100
5135	LONG TERM DISABILITY INSURANCE	8,561	9,092	8,800	8,912	8,800	-
5136	RETIRES HEALTH INSURANCE	8,835	11,501	8,200	12,521	8,200	-
5141	WORKERS COMPENSATION	113,626	154,522	155,000	193,152	206,690	(51,690)
5142	UNEMPLOYMENT INSURANCE	4,050	7,632	5,000	-	5,000	-
5143	UNIFORM ALLOWANCE	-	-	-	-	-	-
5147	EMPLOYEE ASSISTANCE PROGRAM	727	727	900	727	900	-
Subtotal Salaries & Benefits		4,001,715	4,601,137	4,710,800	4,523,052	4,891,090	(180,290)
5201	SUPPLIES - OFFICE	6,446	6,673	7,140	6,000	7,140	-
5206	SUPPLIES - EMS	7,428	14,237	15,300	18,000	15,300	-
5208	POSTAGE/MAILING	1,878	2,421	1,836	2,500	1,836	-
5255	SPECIAL DEPARTMENT SUPPLIES	21,809	23,509	22,480	34,000	18,480	4,000
5272	PROTECTIVE/SAFETY CLOTHING	42,144	39,107	52,100	52,100	52,100	-
5273	SMALL TOOLS	2,558	3,076	3,060	4,250	3,060	-
5276	UNIFORMS	18,797	24,058	30,500	30,500	30,500	-
5301	ADVERTISING	-	-	1,020	-	-	1,020
5303	CONTRACTUAL SERVICES	96,817	196,610	357,100	184,100	310,000	47,100
5306	PRINTING SERVICES	953	1,323	4,080	2,500	3,000	1,080
5315	NFPA PHYSICALS	6,826	395	11,220	3,000	11,220	-
5316	JOB RECRUITMENT EXPENSE	420	-	2,040	2,040	-	2,040
5324	FORENSIC MANDATE SERVICES	-	224	1,836	100	1,000	836
5325	HAZMAT/SAFETY PROGRAM	13,141	13,557	15,810	15,810	15,800	10
5401	UTILITIES	47,890	50,655	45,900	50,000	50,000	(4,100)
5403	TELECOMMUNICATIONS	25,051	26,861	30,600	27,000	28,000	2,600
5501	CONFERENCE/TRAINING	7,362	8,137	12,240	5,000	12,240	-

**FIVE CITIES FIRE AUTHORITY
BUDGET - EXPENDITURES**

For the Fiscal Year Ending June 30, 2021

ACT	ACCOUNT NAME			Approved Budget	Estimated Actuals	Proposed Budget	Variance Proposed vs Approved
		FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20	FY 2019-20	FY 2020-21	19-20 v. 20-21
5503	MEMBERSHIPS & SUBSCRIPTIONS	2,108	2,148	3,774	3,774	3,000	774
5504	PUBLIC RELATIONS	5,666	4,606	5,100	1,500	5,100	-
5508	MISC EXPENSE	1,899	2,467	2,550	2,550	2,000	550
5512	TRAVEL	7,470	3,648	4,080	3,000	2,100	1,980
5553	RENT-BUILDING AND LAND	15,000	15,000	15,300	15,000	15,000	300
5555	BANK CHARGES	-	-	306	50	306	-
5576	LIABILITY INSURANCE-FAIRA	12,775	14,199	18,360	13,947	19,300	(940)
5599	WEED ABATEMENT	6,589	29,085	12,240	12,240	12,240	-
5601	MAINTENANCE - VEHICLES	92,590	126,284	100,000	110,000	125,000	(25,000)
5602	MAINTENANCE - OFFICE	4,888	2,513	3,672	3,672	3,672	-
5603	MAINTENANCE - MACH & EQUIP	20,709	5,774	15,300	15,300	15,300	-
5604	MAINTENANCE - BUILDINGS	9,699	8,371	8,160	12,000	9,500	(1,340)
5605	MAINTENANCE - GROUNDS	376	351	1,020	600	1,000	20
5606	MAINTENANCE - RADIO COMMUNICATIONS	5,201	9,111	8,364	8,364	8,364	-
5608	GAS & OIL	33,961	36,307	40,800	40,800	40,800	-
	Subtotal Services & Supplies	518,451	670,707	853,288	679,697	822,358	30,930
5803	LEASE PURCHASE PAYMENTS	101,197	101,197	101,230	101,197	101,197	33
	Subtotal Debt Service	101,197	101,197	101,230	101,197	101,197	33
6101	DATA PROCESSING EQUIPMENT	13,748	29,364	18,000	6,000	32,000	(14,000)
6103	COMPUTER LICENSING SOFTWARE	24,617	34,585	63,150	48,150	63,150	-
6201	MACHINERY & EQUIPMENT	31,560	387,223	49,000	76,000	50,000	(1,000)
6301	VEHICLES	60,243	-	60,000	60,000	40,000	20,000
	FUTURE VEHICLE REPLACEMENT						-
	Subtotal Equip Replacement	130,168	451,172	190,150	190,150	185,150	5,000
	GRAND TOTAL EXPENDITURES	\$ 4,751,531	\$ 5,824,213	\$ 5,855,468	\$ 5,494,095	\$ 5,999,795	\$ (144,327)

Five Cities Fire Authority

PROPOSED BUDGET - COST ALLOCATIONS *

For the Fiscal Year Ending June 30, 2021

** Per Second Amendment to the JPA, Funding Contributions remain fixed from FY 2019-2020*

2019-20 Expenditure budget	\$5,855,468
less costs recovered through fees/charges	(121,250)
less HazMat costs (allocate directly)	(12,000)
less debt service 2nd engine (allocate directly)	(34,830)
Expenditure budget to allocate to jurisdictions	5,687,388
 33.3% of budget to allocate	 \$ 1,895,796

Funding Formula:

1) 33% based on proportion of population

Arroyo Grande	17,839	46.17%
Grover Beach	13,517	34.98%
OCSD	7,286	18.86%
Total Population	38,642	

Allocation:

Arroyo Grande	\$875,198
Grover Beach	\$663,140
OCSD	\$357,458

2) 33% based on current staffing levels

Arroyo Grande	37.5%
Grover Beach	37.5%
OCSD	25.0%

Allocation:

Arroyo Grande	\$710,924
Grover Beach	\$710,924
OCSD	\$473,949

Five Cities Fire Authority

PROPOSED BUDGET - COST ALLOCATIONS *

For the Fiscal Year Ending June 30, 2021

** Per Second Amendment to the JPA, Funding Contributions remain fixed from FY 2019-2020*

3) 33% based on proportion of service calls

Arroyo Grande	1,845	52%
Grover Beach	1,145	32%
OCSD	544	15%
Total service calls	3,534	

Allocation:

Arroyo Grande	\$989,834
Grover Beach	\$614,108
OCSD	\$291,854

Regional Hazardous Materials Team Direct Allocation

Arroyo Grande	\$5,000
Grover Beach	\$5,000
OCSD	\$2,000

Debt service - 2nd engine allocation

Arroyo Grande	\$0
Grover Beach	\$21,943
OCSD	\$12,887

Total Allocation		Allocation %
Arroyo Grande	\$2,580,955	45.01%
Grover Beach	\$2,015,115	35.14%
OCSD	\$1,138,148	19.85%
	\$5,734,218	