



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

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AGENDA FIRE COMMITTEE MEETING

1655 Front Street
6:30 P.M.

August 11, 2009

Oceano
TUESDAY

COMMITTEE MEMBERS

President Barbara Mann
Pamela Dean, Director

STAFF

Kevin D. Walsh, Interim General Manager
Fire Chief, Mike Hubert

-
1. Roll Call
 2. Public Comment
 3. Approval of Minutes
 - a. Unavailable
 4. Report of the Fire Operations
 - a. Fire Operations for July, 2009 (Captain Leathers)
 5. New Business
 - a. None
 6. Old Business
 - a. Status of RFP for Engine Exhaust Removal System *
Update regarding Request for Proposals
 - b. MOU *
Update regarding the Memorandum of Understanding
 7. General Manager Items/Discussion *
 - a. Other
 8. Written Communications

Adjournment

* Oral Presentation/Discussion

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Oceano Fire Department



REPORT for July 2009

During the month of July, the department responded to a total of 59 calls. 32 were in Oceano, 7 were in Grover Beach, 3 were in Arroyo Grande, 9 were with Cal Fire and 8 on the beach. Of the 32 calls in Oceano, 22 were EMS related, 5 fire and 5 miscellaneous call. This put the total as of this report to 475. This time last year the call total was 433. The department averaged 1.9 calls per day. The 4th of July was fairly low key, the department ran 13 calls during the weekend.

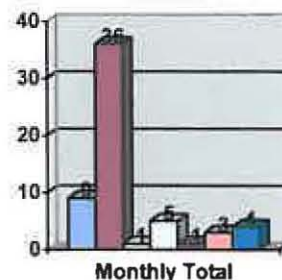
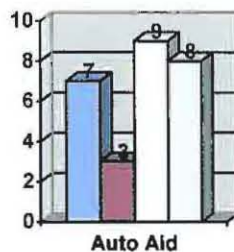
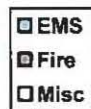
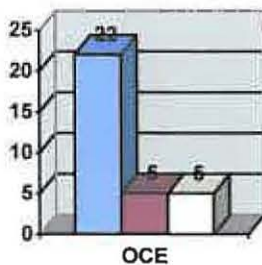
Training-

Joint Training with Arroyo Grande and Grover Beach FD

The departments worked on fire ground operations utilizing flag lots, river and flood water rescue and mass casualty incidents i.e. train derailment, aircraft accidents, and multi car accidents.

Equipment-

E61 was removed from service due to issues with the front and rear brakes. The rear brake shoes and drums and a front brake slake adjuster needed to be replaced. Both items were out of compliance with Department of Transportation and California Highway Patrol.





July 1, 2009 – June 30, 2010

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL 4403**

AND

OCEANO COMMUNITY SERVICES DISTRICT

2009 - 2010
MEMORANDUM OF UNDERSTANDING
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403

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**2009 - 2010
MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF THE
OCEANO COMMUNITY SERVICES DISTRICT AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of Memorandum of Understanding shall be from July 1, 2009 through June 30, 2010, and thereafter shall continue from year to year. Either party may request modification by March 15, 2010, in which event, meeting and conferring shall begin no later than April 15, 2010.

ARTICLE 2. RECOGNITION

The District recognizes the IAFF Local 4403 as the sole and exclusive bargaining unit for all full-time, permanent classifications in the Fire unit. Classifications represented are Fire Captains and Fire Engineers.

ARTICLE 3. WAGES / INCREASES

The District and the IAFF Local 4403 agree that all position classifications represented by the IAFF Local 4403 shall receive salary increases in the same manner and fashion as are given to other OCSD employees.

ARTICLE 4. APPLICATION OF SALARY STEPS

Beginning Salary- A new employee shall receive the minimum salary for the position. When it is difficult to hire qualified personnel or when a person of unusual qualifications is engaged, the General Manager may request the Board to authorize appointment at a higher step. The Board must approve any appointments at a step higher than the second pay step.

Step Placement After Reclassification, Promotion or Success in Open Recruitment- If an employee is reclassified, promoted or applies and is successful through open recruitment for a position compensated at a higher range than his/her original position, the employee shall be placed at the lowest possible step that insures a minimum five percent (5.00%) increased salary, provided, however, that nothing contained herein shall affect the provisions of Article 5. If after reclassification, promotion or successfully competing in open recruitment, the employee's range provides for less than a five percent (5.00%) increased salary, then the employee will be placed at the same step in the new range that he/she held in his/her prior range, per the OCSD Plan of Payment and Compensation Salary Schedule for the Fiscal Year Ending June 30, 2009, as attached hereto as "Attachment 1". Any other

provision or attachment to this Agreement to the contrary notwithstanding, the parties acknowledge and agree that any represented employee that is a party to this agreement will be paid no less than the hourly rate at which he or she is paid at the time of execution of this agreement.

ARTICLE 5. ADVANCEMENT IN PAY

Progression from one step to the next, within a range in the payment and compensation plan, shall be made at the probationary period's conclusion and shall be based upon the rating as adjusted in the employee's most recent annual performance evaluation by the employee's immediate superior.

After the satisfactory conclusion of the probationary period, progression from one step to the next, within a range in the payment and compensation plan, shall be based upon the rating as adjusted in the employee's most recent annual performance evaluation by the employee's immediate superior.

The Fire Chief will then make his/her recommendations to the General Manager, who shall review procedures and approve or disapprove increases.

ARTICLE 6. EDUCATIONAL PAY

IAFF members shall receive educational pay in the same manner and fashion as is given to any other OCSD employee.

ARTICLE 7. UNIFORM AND EQUIPMENT ALLOWANCE

- A. The District will provide uniforms in lieu of granting an annual uniform allowance to members of this unit, to a maximum cost to the District 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.
- B. Safety clothing (including safety boots) required in the performance of duties shall be provided by the District. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. 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. Subject to the \$1,000 limit in "A" above, uniforms to be purchased by the District for employees include:
 - 1. Pants (up to 4 pairs)
 - 2. Uniform shirts (2)
 - 3. T-Shirts (up to 4)
 - 4. Jacket with 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)
10. Nameplates, Insignias and Patches
11. BDU Pants (1 pair)
12. BDU Top (1)

After the purchase, the District will provide uniforms on a replacement basis as uniforms are worn out or otherwise not repairable through no fault of the employee.

The above list may be modified by the District in consultation with the Union.

- D. Uniform replacements will be made on an as-needed basis as determined by the Fire Chief or his/her designee.

ARTICLE 8. HOURS OF WORK AND OVERTIME

A. Workday

The normal workday shall be a consecutive twenty-four (24) hour period. 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 work week schedule on a temporary basis. Should an employee be assigned to this schedule, all leave benefits (vacation, sick, holidays, etc.) shall accrue at the 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 current work schedule will remain in effect.
2. That work schedule consists of two (2) consecutive twenty-four (24) hours shifts of duty, followed by four (4) consecutive twenty-four (24) hour shifts off, for an effective 48/96 on/off work schedule, over a fourteen day period, illustrated as follows

X = 24-hour on-duty period

O = 24-hour off-duty period

Schedule: XXOOOOXXOOOOXX

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 six (106) hours in a fourteen (14) 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

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. The limit for accrued compensatory time off is one hundred and twenty (120) hours. Compensatory time off in excess of one hundred and twenty (120) hours shall be paid to the employee at the rate of time one and one half (1 ½) of the employee's salary. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

ARTICLE 9. 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 District 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 fourteen 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 10. MINIMUM STAFFING

Twenty-four (24) hour minimum staffing each day shall consist of one (1) Full-Time Fire Department Captain and when the budget permits (1) Full-Time Engineer. 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.

ARTICLE 11. CALLBACK PAY

Employees who respond after hours shall be compensated at the minimum of two (2) hours overtime for each response. If actual work exceeds two (2) hours, then all time worked will be accounted for on an hour for hour basis.

ARTICLE 12. 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 District 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 at termination; and upon return of all District-owned property, if any, a lump sum for all accrued vacation leave earned prior to the date of termination.
- 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. 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.
- F. 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 District.

- G. In the event the scheduling preferences of two (2) or more employees conflict, the preferences of the more senior employee from date of hire shall govern barring any unusual circumstances.
- H. An employee must use a minimum of 50% vacation leave earned each calendar year during that same calendar year. The balance of the vacation leave remaining unused during that same calendar year may be accrued. Exception is made to this paragraph for all new employees commencing District employment after December 31st of each year so that there is no requirement upon a new employee to use a minimum of 50% of vacation leave earned by the first December 31st after employment commences.
- 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. Payment shall be made on the first Friday following the first regular payday in January. Upon request of an employee, an exception to the accrual limit may be made upon recommendation by the Fire Chief and approval by the General Manager.

ARTICLE 13. 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 6.07 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. Two day per fiscal year of the employee's choice with Supervisor approval (Floating Holiday).
- B. Special Holidays:

Every day designated by the President, Governor, or Board President 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 District-paid holiday.

ARTICLE 14. SICK LEAVE

- A. All full-time, permanent employees shall accrue 11.17 hours of sick leave with pay for each month of service. Sick leave shall only be granted in case of a bonafide illness or disability, including disability resulting from pregnancy of the employee or in the event of illness or death of a member of the immediate family or household. Evidence may be required by the General Manager, in the form of a physician's certificate or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave is or has been requested for time exceeding forty eight (48) hours. If an employee leaves the District in good standing, they shall have the option of either converting their accrued sick leave hours to retirement credit with the Public Employees Retirement System or of being compensated for all accrued sick leave not in excess of one hundred and eighty (180) days. If the employee elects to receive the compensation, the compensation shall be at a rate equivalent to 25% of their unweighted hourly salary.
- B. Employees may transfer sick leave on a voluntary basis to a fellow 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 based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the District, be completed by both employees who mutually request such transfer, and submitted for approval to their Fire Chief or the District Manager 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.

ARTICLE 15. BEREAVEMENT LEAVE

Unit employees shall be granted leave by their Fire Chief or the District Manager whenever the affected employee has experienced a death in the immediate family, defined as the spouse, domestic partner, 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 three (3) working shifts per occurrence of paid leave as approved by Fire management. 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 Fire management justifying such absence.

ARTICLE 16. FAMILY LEAVE

The District will comply with all provisions of the federal Family Medical Leave Act ("FMLA") and the State of California Family Rights Act ("CFRA") as they may impose a requirement of compliance on the District.

ARTICLE 17. MILITARY LEAVE

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

The District will comply with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and the Military and Veterans Code.

ARTICLE 18. 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 and approved by the Fire Chief or the District Manager, subject to submission of medical certification. During the approved leave period, the District will not pay employee benefits; however, the employee may elect to maintain District 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 19. EMERGENCY LEAVE

Emergency leave without pay may be granted to any permanent employee who, upon written request to and approved by the Fire Chief or the District Manager, demonstrates that the leave is necessary for personal reasons beyond his/her control or will serve to improve his/her ability as an employee of the District. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency leave, the employee shall be reinstated in the position held at the time leave was granted. The leave period shall not be credited to employee seniority or credited toward time served with the District. Failure on the part of the employee on leave to report promptly at the leave's expiration shall be cause for discharge. During the leave period the District will not pay employee benefits; however, the employee may elect to maintain District medical insurance coverage for employee and dependents at employee's sole expense if such coverage of all individuals is in effect sixty (60) days prior to leave application to the District Manager.

ARTICLE 20. 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 21. MEDICAL, DENTAL, VISION, LIFE INSURANCE

- A. For the period of this MOU, the District shall pay the monthly premiums for medical, dental, vision and life insurance up to a maximum of \$665.00 per month. This amount will not be decreased during the term of this agreement.
- B. Any excess in monthly premium for dependents shall be paid by the employee.
- C. At least twenty one (21) days advanced notice of plan changes are provided to IAFF Local 4403.

ARTICLE 22. RETIREMENT

A. PERS Retirement Contributions

- 1. G.C. Section 21363.1. The PERS 2% at Age 55 Retirement Plan for safety members is provided for unit personnel, with the District paying both the employee's and employer share.
- 2. G.C. Section 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by PERS.
- 3. GC Section 20042. The PERS Plan shall be based upon thirty six (36) consecutive month's compensation.
- 4. GC Section 20965. Employees may receive credit for unused sick leave.

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 Districts Personnel Regulations.

ARTICLE 23. 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 24. EDUCATION

A. Definition

For training or certification which is required by job specifications, legal mandates, and/or which is required by the District, the District will provide for such training and/or certification, including paid District 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 District 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 which is encouraged by the District in support of identified programs, the District will provide for such training and/or certification, including providing District 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 District Budget.

ARTICLE 25. PAYCHECKS

The District 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 District. In any event, paychecks will be provided no later than 5:00 p.m. on the District's 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 26. PAYROLL DEDUCTIONS

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

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

ARTICLE 27. ANNIVERSARY DATES

All current employee anniversary dates shall be as contained in the current District records. All employees hired after July 1, 1986 shall have an anniversary date the same as date of hire.

ARTICLE 28. PROBATIONARY PERIOD

All appointments shall be tentative and subject to a probationary period of 365 days. The

Fire Chief, with the consent of the District Manager, 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, with the consent of the District Manager, may release the probationary employee from District employment without cause at any time during the probationary period.

ARTICLE 29. PROMOTION

Promotion from Engineer to Captain 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. No changes in step shall occur as a result of an employee passing the promoted position probationary period. A promoted employee shall retain his or her anniversary date held prior to promotion.

ARTICLE 30. POSITION CLASSIFICATION

Classification Changes: During the course of this M.O.U., the District 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 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 31. 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 32. TEMPORARY POSITIONS

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

ARTICLE 33. RESIGNATION

To leave the District service in good standing, an employee must file written notice of termination with the General Manager at least two (2) weeks before the effective date. The General Manager may, however, grant good standing with less notice if he/she determines the circumstances warrant. Resignation may not be withdrawn without the General Manager's approval.

ARTICLE 34. DEMOTION

Transfer of an employee to a lower class shall result in reduction of salary. 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 35. LAYOFFS AND DISPLACEMENT

Layoffs:

Whenever, in the judgment of the District, it becomes necessary to make a reduction in force, whenever possible, said reduction shall be accomplished through attrition. Layoffs

shall be made by classification and may be department-wide or by division, program, or function.

Workers subject to a reduction in force shall be given at least forty-five (45) working days' notice prior to the effective date of the layoff. The IAFF Local 4403 shall receive concurrent notice and shall be granted an opportunity to meet and consult with the District to discuss proposed alternatives to a reduction in force.

Permanent full-time employees and permanent part-time employees shall be considered separately when the order of layoff reaches C. and D. below. Nothing herein is intended to require a preference for or against either full-time or part-time permanent employees in the order of layoff.

When one or more workers performing in the same class in a District department is to face a reduction in force, that worker's most recent annual evaluation and seniority shall be used to determine the order of layoff pursuant to the following procedures:

The order of layoff shall be as follows:

- A. Temporary workers in inverse order of seniority (least first);
- B. Probationary employees in inverse order of seniority;
- C. Permanent employees whose most recent annual evaluations were below satisfactory in inverse order of seniority; and
- D. Permanent employees in inverse order of seniority.

"Seniority" for the purposes of this Article shall be defined as the length of service as a permanent full-time employee with the District. When determining seniority for permanent full-time positions within a classification subject to layoff, only permanent full-time service shall be considered.

Displacement:

Permanent full-time employees subject to layoff shall have the right to displace an employee in the same classification or in a different class with the same or lower salary range provided, however, that:

- A. The employee subject to layoff has greater seniority than the employee being displaced and was rated at a minimum of competent/satisfactory in his/her latest evaluation.
- B. If the displacement is to a different class, it must be a class in the Fire Department.

If a position in the laid-off employee's classification, or a similar position in a classification for which the District determines the former employee is suited, becomes available within twenty-four (24) months of layoff, said former employee shall be recalled and offered the position in the inverse order of layoff. If a job in a lower paid classification becomes

available within twenty-four (24) months, the District shall review the previously laid-off employees' qualifications. If such laid-off former employees are qualified in the judgment of the District, he/she may fill the slot(s) until his/her former position becomes available, if ever.

ARTICLE 36. USE OF PRIVATE VEHICLE / MILEAGE RATE

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

ARTICLE 37. 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 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. The employee may have placed in his/her personnel file any signed and dated statement of clarification or disagreement to any item or article contained within his/her personnel file.

ARTICLE 38. POSITION VACANCIES

Should the District 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 District will notify the workers in the affected department.

ARTICLE 39. OUTSIDE EMPLOYMENT

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

ARTICLE 40. MANAGEMENT RIGHTS

The District retains all its exclusive rights and authority under State law and County 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 District-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 District 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 District functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the District;
- L. assign work to and schedule employees in accordance with requirements as determined by the District and to establish and change work schedules and assignments upon reasonable notice;
- 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.

The IAFF Local 4403 recognizes that the District has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its Community 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, rights, or responsibilities as defined in the Meyers-Milias-Brown Act.

ARTICLE 41.

GRIEVANCE PROCEDURE

Purpose: It is this Article's purpose is to provide a communication procedure through which an employee or employee group may have their complaint heard and decided in an orderly and fair manner.

Grievance Definitions: A grievance is a complaint of an employee or group of employees concerning the interpretation or application of:

- A. Administration of employment conditions, including job description, salary, and benefits in force between the District and the employee.
- B. Working conditions within the General Manager's control, including rules and regulations, and for which no other procedures for orderly complaint solutions exists.

Informal Discussion: Any employee, or employee group, first shall discuss the alleged grievance with the immediate supervisor within twelve (12) working days of the event comprising the alleged grievance. If the employee is still dissatisfied with the supervisor's complaint solution, the grievance may be entered into the grievance procedure.

Procedure: The grievance procedure shall be as follows:

- A. If a complaint or grievance has not been resolved at the informal discussion stage, the grievant may submit his/her complaint in writing, or use a form provided by the District, to the General Manager within five (5) working days of the informal discussion. Within five (5) working days of receipt of such grievance, the General Manager shall investigate and provide a written response to the grievance.
- B. If the response received by the employee does not resolve the grievance, the employee may appeal to the Personnel Committee within five (5) working days of the General Manager's decision. Upon receipt, the Personnel Committee or their designee shall investigate and respond in writing within ten (10) working days to the aggrieved employee.
- C. If, within five (5) working days of receipt of the Personnel Committee's written response to the grievance, the employee is still dissatisfied with the resolution proposed, the employee may appeal in writing for a hearing before the Board. The requested hearing must be held within twenty (20) working days by the Board, whose decision shall be final. Such Board decision shall be in writing, stating the reasons for its decision, and shall be presented to the aggrieved employee within five (5) working days.
- D. It is understood that at any time during these procedures, the employee has the right to representation.

Representation: Nothing contained herein shall be interpreted to preclude an employee, who has been discharged or disciplined, from seeking a solution through the courts or other State administrative channels which are available to him/her.

ARTICLE 42. IAFF LOCAL 4403 ACTIVITIES

- A. The IAFF Local 4403 shall provide the Fire Chief and District Manager with a list of all authorized IAFF Local 4403 representatives and the list shall be kept current.
- B. An employee and/or his/her IAFF Local 4403 representative may, when and to the extent necessary, take official District 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. In no event shall any time granted be subjected to overtime, or cause and overtime situation to occur.
- C. The Fire Chief and District Manager will approve one employee and/or IAFF Local 4403 representative to take official District 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 District. It is understood that the employee and/or IAFF Local 4403 representative shall make every reasonable effort to perform any of the above activities on off-duty time.

ARTICLE 43. IAFF LOCAL 4403 ACCESS TO WORK LOCATIONS

- A. The District agrees that the authorized IAFF 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 and District Manager, when to the extent necessary.
- B. Upon notification and approval of the District Manager or his/her designee, an authorized IAFF Local 4403 staff member is permitted to communicate with the employee(s) and/or IAFF Local 4403 representatives on official District time without said employee(s) and/or IAFF Local 4403 representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on District time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- C. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

ARTICLE 44. IAFF LOCAL 4403 USE OF DISTRICT FACILITIES

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

ARTICLE 45. IAFF LOCAL 4403 MEET AND CONFER REPRESENTATION

One (1) IAFF Local 4403 representatives shall constitute the maximum on duty number of employees for meet and confer sessions with District representatives on District time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

ARTICLE 46. 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 47. 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 the IAFF 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 District and the IAFF Local 4403 agree that each employee shall be treated equally, fairly, and with dignity and respect.

The IAFF Local 4403 and the District agree to support the Affirmative Action Program established by the District 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, or Union membership.

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 48. M.O.U. IMPLEMENTATION

Both parties agree the terms of this Memorandum of Understanding, to the extent that the law permits, supersede provisions of all other practices, memoranda, resolutions, and

rules of the District that conflict with provisions of this Agreement with regard to the parties hereto and the matters referenced herein.

ARTICLE 49. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS

All benefits, terms and conditions of employment enjoyed by unit employees as of July 1, 2009, 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 50. 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.

Article 4

OCEANO COMMUNITY SERVICES DISTRICT
PLAN OF PAYMENT AND COMPENSATION
SALARY SCHEDULE
For the Fiscal Year Ending June 30, 2009

3.30% Proposed Pay Increase Included

STEP Differential:	2.5%	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	
STEPS:	a	b	c	d	e	f	g	h
	Hire	8 months	1 Year	2 Years	3 Years	4 Years	5 Years	10 Years
<u>Administrative Assistant</u>								
Hourly	22.42	22.98	23.55	24.73	25.98	27.26	28.63	30.06
Annual	46,625	47,791	48,986	51,435	54,007	56,707	59,543	62,520
<u>Office Manager</u>								
Hourly	18.58	19.08	19.54	20.51	21.54	22.61	23.75	24.93
Annual	38,676	39,642	40,633	42,665	44,798	47,038	49,390	51,860
<u>Account Clerk II</u>								
Hourly	15.50	15.88	16.28	17.09	17.95	18.85	19.79	20.78
Annual	32,230	33,035	33,861	35,554	37,332	39,199	41,159	43,216
<u>Account Clerk I</u>								
Hourly	14.20	14.56	14.92	15.67	16.45	17.28	18.14	19.05
Annual	29,544	30,282	31,039	32,591	34,221	35,932	37,729	39,615
<u>Utility Operations Supervisor</u>								
Hourly	23.04	23.61	24.20	25.41	26.68	28.02	29.42	30.88
Annual	47,075	49,113	50,340	52,857	55,500	58,275	61,169	64,248
<u>Utility Systems Lead Person</u>								
Hourly	19.32	19.80	20.30	21.31	22.36	23.49	24.67	25.90
Annual	40,180	41,184	42,214	44,324	46,541	48,888	51,311	53,877
<u>Utility Systems Operator</u>								
Hourly	15.50	15.88	16.28	17.09	17.95	18.85	19.79	20.78
Annual	32,230	33,035	33,861	35,554	37,332	39,199	41,159	43,216
<u>Fire Captain</u>								
Hourly	17.04	17.47	17.91	18.80	19.74	20.73	21.77	22.85
Annual	35,453	36,336	37,247	39,110	41,065	43,118	45,274	47,538
<u>Fire Engineer</u>								
Hourly	13.69	14.03	14.38	15.10	15.85	16.65	17.48	18.35
Annual	28,489	29,181	29,911	31,406	32,977	34,625	36,357	38,175

**REPRESENTATIVES OF
OCEANO COMMUNITY
SERVICES DISTRICT**

DATE: _____

**KEVIN WALSH
DISTRICT MANAGER**

**REPRESENTATIVES OF THE
OCEANO CAREER FIREFIGHTER**

DATE: _____

**JOHN BOVA
IAFF LOCAL 4403
CHIEF NEGOTIATOR**

**BRIAN LEATHERS
IAFF LOCAL 4403
NEGOTIATOR**

**CRAIG ANGELLO
IAFF LOCAL 4403
NEGOTIATOR**





International Association of Fire Fighters

Professional Firefighters Local 4403

Serving the Communities of Arroyo Grande, Grover Beach, Guadalupe and Oceano

July 20, 2009

Local 4403 wishes to express its position regarding Article 8 C-2 of the proposed Memorandum of Understanding (MOU) with the Oceano Community Services District (OCSD) dated July 1, 2009 – June 30, 2010.

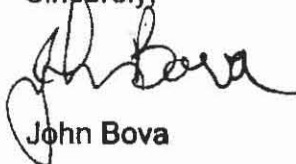
During the recent negotiations we attempted to alleviate the perceived overtime issue created by the OCSDs' use of the fourteen (14) day Fair Labor Standards act (FLSA) pay cycle. During the creation of the career fire department the OCSD chose to use the existing fourteen (14) day pay period utilized by the OCSD. The use of the fourteen (14) day pay period in conjunction with the fifty-six 56 hour work week of the fire department results in a higher number of overtime hours than would occur with the proposed twenty-four (24) day FLSA work cycle. This has created a perceived over use of overtime within the fire department. As has been discussed during several OCSD board meetings there is a false sense that the members of the OCSD fire department bargaining unit are working a high number of overtime hours every pay period. During the recent negotiations Local 4403 attempted to address this issue by offering to go to a twenty-four (24) day FLSA cycle. This is the same FLSA cycle that the Arroyo Grande bargaining unit of Local 4403 has been using for the past two (2) years. This FLSA cycle was agreed upon in Arroyo Grande for use with the 48/96 work schedule. The members of the Arroyo Grande bargaining unit of Local 4403 are paid six (6) hours of FLSA overtime per pay period. This is also the twenty four (24) day FLSA cycle that is being proposed for the Joint Powers Authority MOU.

As part of the current negotiations the OCSD bargaining unit of Local 4403 would have stipulated to the change in the FLSA work period with an increase to the base salary. The decrease to the FLSA overtime and increase in base salary would have been almost equal, making the proposed Article 8 C-2 a win for both the OCSD and the Local. The OCSD board has chosen not to accept the proposed article, leaving the members of the OCSD bargaining unit of Local 4403 working a fourteen (14) day FLSA cycle.

It is the position of Local 4403 that the OCSD is now in full understanding of the FLSA overtime issue and that no further discussion should need to be held during board meetings when the warrants are reviewed.

The OCSD bargaining unit of Local 4403 is agreeing to accept this MOU in the interest of bargaining in good faith and we look forward to sitting down at the table to create the upcoming Joint Powers Authority MOU.

Sincerely,



John Bova



Brian Leathers



Craig Angello