Memorandum of Understanding

Greenfield Fire Protection District & Greenfield Professional Firefighters Local 4656

9/8/2011

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MEMORANDUM OF UNDERSTANDING
Between the
GREENFIELD FIRE PROTECTION DISTRICT
And the
GREENFIELD PROFESSIONAL FIREFIGHTERS
(GPF)
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4656
July 1, 2011 through June 30, 2016

Greenfield Professional Firefighters Association, International Association of Fire Fighters, Local 4656 and representatives of the Greenfield Fire Protection District have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of Employees in the representation unit specified in Section 1, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relation of such Employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Governmental Code Section 3500, et. seq.)

This Memorandum of Understanding shall be presented by the Union to the Employees to be covered hereby for ratification by said Employees, and shall thereafter be presented to the Board of Directors as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2011, through June 30, 2016.

2.2 Agency Shop

Pursuant to legislation enacted by SB 739 and amendment to the Meyer-Milias-Brown Act, the Greenfield Fire Protection District and the Union Agree to abide by the following provisions as they relate to an agency shop and an agency shop election.

1. Agency Shop as defined under Meyers-Milias-Brown means "an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization." The Greenfield Fire Protection District and the Union agree that an agency shop arrangement between the Greenfield Fire Protection District and the Union shall be placed in effect upon ratification of this agreement.

2. Any employee who is member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency fees, or agency fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the employee from a list of at least three organizations, or if the memorandum of understanding between the Greenfield Fire Protection District and the Union fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the Greenfield Fire Protection District as a condition of continued exemption from the requirement of financial support to the Union.

3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or if eligible, the charitable contribution. In the absence of a written authorization the Greenfield Fire Protection District shall deduct the agency fee from the employee's paycheck.

4. If implemented, an agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the Memorandum of Understanding Pursuant to the Meyers-Milias-Brown Act.

5. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the Greenfield Fire Protection District and to the employees who are members of the organizations, within 60 days after the end of is fiscal year, a detailed written financial report thereof in the form of a balance sheet and on opening statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant.

6. The union shall indemnify and hold the Greenfield Fire Protection District harmless against any liability arising from any claims, demands, or other action relating to the Greenfield Fire Protection District compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.

2.3 Use of District Facilities

The Association shall be allowed use of space on available Department bulletin boards for communications having to do with official organization business, provided such use does not interfere with the needs of the District. This privilege may be revoked for just cause after the Fire Chief confers with representatives of the Association. Solicitation for membership shall be conducted during the non-duty hours of all Employees concerned.

The District agrees to grant official representatives of the Union reasonable access to discuss grievances arising under the terms of this Memorandum of Understanding with represented Employees during working hours. It is agreed that there will be as little interference as possible by the Association's Business Representative or Shift Steward during the working hours of such Employees.

SECTION 3: SALARIES

3.1 Range of Pay

The salary ranges for all Employees in fire employees unit, as set forth below, represent for each classification the base range of pay for full-time employment and represent the total due Employees except for overtime compensation and other benefits specifically provided by the District. The yearly base salary ranges shall be as follows:

Captain

	Probation 1st Year	Step 1	Step 2	Step 3	Step 4	Step 5
Yearly	$40,738.56	$42,320.64	$44,224.08	$46,214.04	$48,290.52	$50,465.88

Engineer

	Probation 1st Year	Step 1	Step 2	Step 3	Step 4	Step 5
Yearly	$31,827.00	$33,063.00	$34.546.20	$36,103.56	$37,722.72	$39,416.04

3.2 Salary Advancement

Employees serving in regular, established positions shall be advanced from the first step to the second step in their respective classification after completion of twelve (12) months of full-time service and satisfactory completion of a performance/proficiency evaluation. Thereafter, an employee shall be advanced to the next higher step after completion of twelve (12) months of full-time service and satisfactory completion of performance/proficiency evaluation for the current step held until the top step is reached.

The Fire Chief shall have the discretion to advance an employee to one additional pay step in less than 12-month increments to recognize exceptional effort and/or accomplishment.

3.3 Work Schedule

Employees who work an average of fifty-six (56) hours. The work schedule shall consist of two (2) twenty-four (24) hours on-duty periods accordance with the following chart:

XXOOOOXXOOOO	X = 24 HOURS ON DUTY PERIOD O = 24 HOURS OFF DUTY PERIOD

The regular work week for Engineer shall be forty (40) hours. The work schedule shall consist of five (5) eight (8) hour days on duty and two days off to include holidays.

The first eight (8) hours will be compensated at straight time, all hours after eight (8) hours will be compensated at one and one-half (1 ½) times the employees hourly rate of pay.

3.4.1 Working Out of Grade

An Employee assigned by the Fire Chief or his designated representative to the duties of the next higher paying classification shall after completing one (1) shift receive pay which shall be computed at five percent (5%) more than such Employee's current salary from the second shift worked and all subsequent consecutive shifts.

3.5 Temporary Assignment

An Employee assigned by the Fire Chief or his designated representative to perform, the duties of a higher classification as a temporary assignment for one (1) month, shall thereafter receive the rate of pay for such higher classification for the duration of the temporary assignment. If it is known that the assignment will be more that (1) month at the time of assignment, the employee shall receive the rate of pay for such higher classification from the start of the assignment.

3.6 Conversion of Pay Ranges

The hourly rate of pay for 56 hour work week shall be calculated by multiplying the appropriate yearly base pay dividing the total by two thousand nine hundred and twelve (2912).

The hourly rate of pay for 40 hour work week shall be calculated by multiplying the appropriate yearly base pay dividing the total by two thousand and eighty (2080).

SECTION 4: OVERTIME

4.1 Overtime Accrual

Overtime is authorized time worked outside the work schedule as provided in section 4.1, for 56 hour a week employees Overtime shall be compensated at one and one-half (1 1/2) times the Employees regular rate of pay. Employees who work a fifty six (56) hour work week will be compensated overtime as required by Fair Labor Standards Act (FLSA).
Payment for overtime shall not be made unless such overtime has been authorized by the Fire Chief, or his designated representative prior to such overtime being worked. Overtime shall be computed in one-quarter (1/4) hour increments by rounding up to the next one-quarter hour.

SECTION 5: CALL BACK PAY

5.1 Emergency Call Back

If any Employee who has completed his regular shift, is called back to work, he shall be compensated for such work performed outside of his regular duty shift at an overtime rate. In no event shall the Employee receive less than one (1) hour of overtime compensation for such call-back. Overtime in excess of one (1) hour shall be computed in one-quarter (1/4) hour increments by rounding up to the next one-quarter hour. One-quarter hour shall be added for travel time.

5.2 Compensatory Time Off

Employees shall have the option to accumulate CTO (Compensatory time off) in lieu of pay for overtime worked under section 5 and 6. CTO is accumulated at a rate of 1.5 to 1.0 to a total of 48 hours maximum and may be taken at the convenience of the Employee and subject to the vacation scheduling. CTO in excess of one (1) hour shall be computed in one-quarter (1/4) hour increments by rounding up to the next one-quarter hour.

SECTION 6: HOLIDAYS

6.1 Holiday Benefit

The (9) nine Holidays to be observed are as follows:

Independence Day, Veterans Day, Thanksgiving Day, Christmas Day, New Years Day, Memorial Day, Easter Sunday, Labor Day, and Columbus Day.

6.2 Method of Payment

For each holiday provided in Section 6.1, that an Employee is on the payroll they shall be paid 10 hours of straight time, for 56 hour employees. For 40-hour employees, holidays shall be paid eight (8) hours of straight time.

Holiday pay will be paid once a year, November 15th of each year.

SECTION 7: EXCHANGE OF ON-DUTY TIME

7.1 Shift Trades

Request for exchanges of on-duty time shall be submitted to the immediate Supervisor of the person requesting the trade. An approved exchange of on-duty time shall constitute a duty roster change. The immediate Supervisor shall log change of duty people in the Captain's Day Log.

SECTION 8: VACATION

8.1 Vacation Allowance

Employees shall be entitled to vacation with pay in accordance with the following schedule:

During the first one (1) year of continuous service, vacation time accrual shall be prorated at a monthly rate of (12) twelve hours from the date of hire rounding to the nearest full hour.

Example: Hire date of 1/27/06

The Employee would accrue 2 hours. (12 hours x 12 months divided by 365 days times 4 days=1.57) The four days represents the actual days worked in January.

This change in the method of accrual will be applied to items 1-6 under Section 8 below.

1. During the first one (1) year of continuous service, vacation time will be accrued at the rate of twelve (12) hours per month worked. For 40 hour employee vacation time will be accrued at the rate of four (4) hours per month.

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2. After the completion of one (1) year of continuous service, vacation time will be accrued at the rate of fourteen (14) hours per month worked. For 40 hour employee vacation time will be accrued at the rate of five (5) hours per month worked.

   6

3. After the completion of five (5) years of continuous service, vacation time will be accrued at the rate of sixteen (16) hours per month worked. For 40 hour employee vacation time will be accrued at the rate of six (6) hours per month worked.

4. After the completion of ten (10) years of continuous service, vacation time will be accrued at the rate of twenty (20) hours per month worked. For 40 hour employee vacation time will be accrued at the rate of seven (7) hours per month worked.

5. After completion of fifteen (15) years of continuous service, vacation time will be accrued at the rate of twenty two (22) hours per month worked. For 40 hour employee vacation time will be accrued at the rate of nine (9) hours per month worked.

6. After the completion of twenty (20) years of continuous service, vacation time will be accrued at the rate of twenty four (24) hours per month worked. For 40 hour employee vacation time will be accrued at the rate of eleven (11) hours per month worked.

8.2 Vacation Accumulation

An Employee may accumulate no more than two hundred and forty (240) hours of vacation accrual to his/her credit. Vacation accrual is calculated at the end of each calendar month.

Any current employee who has in excess of 240 hours of accumulated vacation time, shall bank 100 hours of the current balance.

The 100 hours in this bank will only be available for use when the employee has a catastrophic event.

The 100 hours will be paid out when the employee retires or separates from the District.

8.3 Vacation Allowance for Terminated Employees

Any Employee shall be paid all accrued vacation earned prior to the effective date of termination.

An Employee with less than six months service shall be paid his accrued vacation only in the event of lay-off.

Such compensation for earned vacation shall be paid to the Employee in one lump sum in a final check.

SECTION 9: SICK LEAVE

9.1 Sick Leave Accrual

For such full-time regular and probationary Employees, sick leave accrual shall be prorated at a monthly rate of twenty-four (24) hours from the date of hire rounding to the nearest full hour. An employee working a 40 hour week will receive an accrual of eight (8) hours of sick leave a month rounded to the nearest full hour.

9.2 Sick Leave Usage

Sick leave with pay shall be granted to all full-time regular and probationary Employees to a maximum of the hours accrued. Sick leave shall not be considered as a right which an Employee may use at his discretion, but shall be allowed only in a case of necessity and actual personal sickness or disability. In order to receive compensation while absent on sick leave, the Employee shall notify the OIC at his duty station or the Fire Chief prior to his starting time each day. Employees will be allowed to use sick leave for care of dependents.

Dependents are defined as the employee's spouse, children, stepchildren, and foster care children. Care is defined as the need for the employee to stay home with and ill or injured dependent.

9.3 Sick Leave Accumulation

A 56 hour a week employee may accumulate no more than one thousand four hundred and fifty six hours (1456) of sick leave accrual to his/her credit. Sick Leave accrual is calculated at the end of each calendar month. A 40 hour a week employee may accumulate no more than one thousand and forty hours (1040).

9.4 Compensated Sick Leave on Retirement

An employee shall receive his/her hourly rate of pay times 15 percent of the total sick leave hours. The remaining 85% hours shall be considered uncompensated.

SECTION 10: BEREAVEMENT LEAVE

10.1 Bereavement Leave Qualifications

Bereavement leave, with pay, upon request shall be granted in the event of serious illness of a member of the Employee's immediate family and death appears imminent, or has occurred. The immediate family shall consist of the Employee's spouse, children (includes stepchildren & foster care children), parents, grandparents, grandchildren, brothers, sisters, aunts, uncles and first cousins or the spouses' children, parents, grandparents, grandchildren, brothers, sisters, or others as previously petitioned.

10.2 Bereavement Leave Usage

When the Employee is notified of a need to use bereavement leave, he/she shall receive the rest of the shift (if on duty) and one (1) duty shift off. If the employee must travel more than 300 miles each way to attend the funeral, the employee will receive one (1) additional shift off. The employee working a 40 hour week will receive the rest of the day off when notified, and one additional 8 hour day. If traveling more than 300 miles the employee will receive three days off.

SECTION 11: HEALTH AND WELFARE

11.1 Health Insurance

The District provides health insurance coverage for employees and dependents under the Anthem Blue Cross, Group Number SB050F. PPO $20.00 Co Pay

11.2 Dental Insurance

The District provides dental insurance coverage for employees and dependents under the Anthem Blue Cross Dental Blue Silver 100, Group Number 444379.

11.3 Vision Insurance

The District provides vision insurance coverage for employees and dependents under the Anthem Blue View Vision. Group Number 444379, $25.00 Co Pay.

11.4 Life and Accidental Life Insurance

Currently, the District provides life and accidental death insurance coverage for employees under the long-term disability insurance policy set forth in Section 11.2.

11.5 Long Term Disability

The District shall contribute an amount necessary to maintain the Enhanced Individual Long Term disability (LTD) Plan benefits provided by the California Association of Professional Firefighters CPF-8990N.

That amount shall be paid to the employee in two (2) equal installments, one on June 30th, and one on December 31st of each year. The employee will pay the insurance.

11.6 Payment

Effective January 1 2011 the District will pay 100% of Health, Dental, Vision, Life and Accidental Life Insurance, and Long Term Disability. Any increases shall be negotiated.

SECTION 12: UNIFORM ALLOWANCE

12.1 Benefit

56 hour employees shall receive a uniform allowance of five hundred dollars ($500.00) per year. 40 hour employees shall receive a uniform allowance of seven hundred fifty dollars ($750.00) per year.

12.2 Payment

The uniform allowance shall be paid in two (2) equal installments, one on June 30th and one on December 31st each year.

SECTION 13: PROBATIONARY PERIOD

13.1 Duration

All newly hired employees shall be subject to a probationary period of one (1) year of actual service commencing with the date of appointment. During the probationary period an Employee may be rejected at any time by the Fire Chief without right of appeal in any manner and without recourse to the procedures provided in Section 14 (grievances) thereof.

Any regular Employee rejected during the probationary period following a promotional appointment, or at the conclusion of the probationary period, shall be reinstated to the position from which he was promoted, unless conditions warrant his/her dismissal.

SECTION 14: GRIEVANCES

14.1 Definition

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, excluding, however, those provisions of this Memorandum of Understanding which specifically provides that the decision of any District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

14.2 Grievance procedure

Grievances shall be processed in the following manner:

1. Any Employee who believes he has a grievance may discuss his complaint with the Fire Chief. If the issue is not resolved at that level or if the Employee elects to submit his grievance directly to the Association, the procedures hereinafter set forth may be invoked.

2. Any Employee or official of the Association shall notify the Chief, in writing, that a grievance exists, stating the particulars of the grievance, and if possible, the nature of the determination desired. If the complainant is not the Association meet also with the officials of the Association. The Chief or his designated representative will attempt to reach a satisfactory resolution of the dispute within fourteen (14) calendar days of receipt of the written grievance.

3. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, may submit the grievance to the Board of Directors or binding arbitration. If a party chooses to submit a grievance to the Board of Directors the decision of the Board of Directors will be final and binding.

14.3 Unilateral amendments

No adjustment Board shall have the power to amend or modify this Memorandum of Understanding or written agreements of addendum supplementary hereto or to establish any new terms or conditions of employment.

14.4 Proposal for addendums or amendments

Upon request by either, the Board of Directors or the Union, upon mutual agreement, will meet and confer to modify or amend this Memorandum of Understanding.

SECTION 15: RETIREMENT PLAN

15.1 Retirement Plan

The District shall maintain its contract with CalPERS for a "3% at 55" benefit for the term of this Memorandum of Understanding.

SECTION 16: SEPARABILITY OF PROVISIONS

16.1 Separability of Provisions

In the event that any provisions of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provisions of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTTION 17: Re-Open Meet and Confer Process

17.1 Re-Open Meet and Confer

The District and the Union agree to re-open the meet and confer process twelve months after the initiation of this MOU. The District and the Union also agree that Section 3 of this MOU will re-open on an annual basis. The District and the Union agree that they are allowed to re-open no more than two items per year, unless mutually agreed upon to re-open additional items.

The District and the Union agree to introduce Training and Education incentives twelve months after the initiation of this MOU. This will not count against either side as a re-open item.

SECTION 18: EXISTING MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall supersede all existing agreements between the District and the Association. If a policy, regulation, or rule of the Greenfield Fire Protection District is in conflict with this Memorandum of Understanding, The Memorandum of Understanding will succeed those policy, regulation, or rules.

GREENFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4656

BY: _____ DATED 3-12-2012
JASON PEREZ, PRESIDENT

GREENFIELD FIRE PROTECTION DISTRICT

BY: _____ DATED 3-6-2012
ROY MORRIS, PRESIDENT