

LIVERMORE-PLEASANTON FIRE DEPARTMENT  
JOINT POWERS AUTHORITY

ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. LPFD 2000-02

**RESOLUTION AMENDING THE MEMORANDUM OF  
UNDERSTANDING FOR THE LIVERMORE -  
PLEASANTON FIRE DEPARTMENT JOINT POWERS  
AUTHORITY**

WHEREAS, the cities of Livermore and Pleasanton formed a Joint Powers Authority to operate fire services; and

WHEREAS, the Joint Powers Authority Agreement delegated certain personnel duties to the Authority Board; and

WHEREAS, the delegated functions include review of proposed changes to the Memorandum of Understanding (MOU) with IAFF Local #1974.

NOW, THEREFORE, THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY BOARD RESOLVES AS FOLLOWS:

Section 1: The Board hereby recommends co-ratification by the partner city councils of the following amendment to the existing LPFD Memorandum of Understanding (MOU) with IAFF Local #1974:

Section 26.2(3) Review Board procedure (amendment text attached).

Section 2: This resolution shall become effective immediately upon its passage and adoption.

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I HEREBY CERTIFY THAT THE FOREGOING WAS DULY AND  
REGULARLY ADOPTED BY THE LIVERMORE-PLEASANTON FIRE  
DEPARTMENT JOINT POWERS AUTHORITY BOARD, AT A MEETING HELD ON  
MAY 18, 2000 BY THE FOLLOWING VOTE:

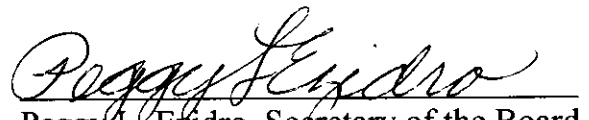
AYES: Boardmembers - Ayala, Brown, Dietrich, and Michelotti

NOES: None

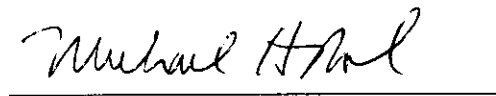
ABSENT: None

ABSTAIN: None

ATTEST:

  
Peggy L. Ezidro, Secretary of the Board

APPROVED AS TO FORM:

  
Michael H. Roush, Board Counsel

# LIVERMORE-PLEASANTON FIRE DEPARTMENT

## M.O.U. SUPPLEMENTAL AGREEMENT "13"

Effective 6/1/2000

### Grievance Review Board Procedures

1. Each party shall exchange a list of witnesses and exhibits fourteen calendar days prior to the Review Board hearing. Witnesses or exhibits not set forth on the list shall not be called or used, respectively, at the hearing, except for rebuttal. Witnesses and exhibits not on the list shall not be called nor used, respectively, should the grievance proceed to arbitration, except for rebuttal.
2. Either party may be represented by an attorney or a designated representative and may use an attorney at the Review Board hearing. Any party so choosing to use an attorney shall notify the other party fourteen calendar days prior to the Review Board hearing and the failure to do so shall preclude that party from using an attorney at the hearing.
3. Either party may call witnesses and submit exhibits as provided in Section 1, and through the Board, may question the other party's witnesses. Either party may present that party's position in writing or orally. The hearing will be conducted in a manner consistent with an individual's rights under the law. The Review Board may continue the hearing if the Board requests additional information from either party. The Review Board hearing may be recorded electronically or by a court reporter/stenographer.
4. All members of the Review Board will conduct themselves professionally, with the intent of reaching a fair and just resolution of the grievance submitted. Any Review Board member may question any witness. Any Review Board member who is listed as a witness shall not serve as a Review Board member for that hearing.
5. At the conclusion of the hearing, the Review Board may entertain oral argument of the parties and shall deliberate in order to reach a decision. The Review Board may deliberate in private. During deliberations, the Review Board shall review the facts and arguments presented.
6. After deliberation, the Review Board shall (a) uphold the grievance, (b) deny the grievance, (c) fashion/mediate a resolution that is not in conflict with the labor agreement, or (d) deadlock. A majority vote is needed for items (a), (b) and (c). If the Review Board deadlocks, the grievance shall be submitted within 14 calendar days to the Joint Executive Directors. If, in deciding the grievance, the Review Board determines that either party violated a provision of the Memorandum of Understanding, that determination will be submitted in writing to the Joint Executive Directors within fourteen calendar days.
7. The Review Board may, by majority vote, adopt other reasonable informal procedures to (a) facilitate an efficient and speedy outcome of the grievance, including directions for submitting disputes in writing; (b) to establish time limitations; (c) to establish methods to preserve privacy in EEO related disputes; and (d) to adopt similar matters in furtherance of an appropriate management-labor relationship.

Supplemental Agreement #13

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8. By mutual agreement of the parties, the Review Board hearing may be bypassed and the grievance advanced to the next level of the grievance process.


Agreed:

  
Stewart Gary  
Fire Chief

Date: 5/3/00

\_\_\_\_\_  
Deborah Acosta  
Joint Executive Director

Date: \_\_\_\_\_

  
Jerry Peeler  
Joint Executive Director

Date: 5/10/00

  
Paul Molkenbuhr  
President, IAFF Local 1974  
Date 5-2-00

  
Richard Bordley  
Vice President, IAFF Local 1974

Date 5-2-00