



RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING AGENDA

Rancho Santa Fe FPD
Board Room – 18027 Calle Ambiente
Rancho Santa Fe, California 92067

January 9, 2013
Regular Meeting 1:00 pm

RULES FOR ADDRESSING BOARD OF DIRECTORS

Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk.

Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during Public Comment, but can refer it to the Administrative Officer for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Pledge of Allegiance

1. Special Presentation

- a. Retirement Recognition
 - i) Connie Balignasay, Staff Assistant
- b. Badge Presentations
 - i) Presentation of Fire District Badges by Fire Chief Michel will be presented to:
 - Troy Duncan, Firefighter/Paramedic

2. Roll Call

3. Public Comment

4. Motion waiving reading in full of all Resolutions/Ordinances

All items listed on the Consent Calendar is considered routine and will be enacted by one motion without discussion unless Board Members, Staff or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

5. Consent Calendar

- a. Board of Directors Minutes
 - i) Board of Directors minutes of December 12, 2012
ACTION REQUESTED: **Approve**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a meeting, please contact the Secretary at 858-756-5971. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

b. Receive and File

i) Monthly/Quarterly Reports – ACTION REQUESTED: **Information**

(1) List of Demands

Check 23530 thru 23610 for the period December 1 – 31, 2012 totaling: \$ 370,726.30

Payroll for the period December 1 - 31, 2012 \$ 428,750.61

TOTAL DISTRIBUTION \$ 799,476.91

(2) Activity Reports – December 2012

- Operations
- Training
- Fire Prevention

(3) District Articles

(4) Correspondence - letters/cards were received from the following members of the public:

- None

(5) Travel Reports

- Michel – CalChiefs Conference *November 28-30, 2012*

6. Old Business

- a. None

7. New Business

- a. None

8. Resolution/Ordinance

a. Resolution No. 2013-01

To adopt Resolution No. 2013-01 *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349

ACTION REQUESTED: **Adopt**

b. Resolution No. 2013-02

To adopt Resolution No. 2013-02 *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Employees Association

ACTION REQUESTED: **Adopt**

9. Oral Report

a. Fire Chief – Michel

- i) Cooperative efforts - Update
- ii) District Activities

b. Operations – Deputy Chief Ward

c. Training – Battalion Chief Davidson

d. Fire Prevention – Fire Marshal/Deputy Fire Marshal

e. Administrative Manager – Rannals

f. Board of Directors

- i) North County Dispatch JPA – Update
- ii) County Service Area – 17 – Update
- iii) Comments

10. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff
Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349
Represented Employees: Rancho Santa Fe Miscellaneous Employees
Unrepresented Employees: Fire Chief; Battalion Chief (5); and Administrative Manager
Under Negotiation: Successor Memorandum of Understanding and Compensation
- b. With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: El Fuego and Calle Ambiente Fire Stations
Agency Negotiator: Fire Chief
Negotiating Parties: Verizon
Under Negotiation: Instruction to negotiator concerning price and term

11. Adjournment



RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, January 9, 2013 1:00 pm PDT

CERTIFICATION OF POSTING

I certify that on January 4, 2013 a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on January 4, 2013

Karlana Rannals
Board Clerk

6. Old Business

- a. None

7. New Business

- a. Independent Auditor's Report FY 2011/2012

Director Malin reported that the Finance ad hoc committee (Directors' Malin and Tanner, Chief Michel and Karlana Rannals) met with Paul Kaymark CPA to review the draft audit report for FY12. He informed his board colleagues of new financial statements reporting requirements (GASB 68) which phases in over five years, the full pension liability beginning in 2015. Director Malin informed the Board that the ad hoc committee was satisfied with the discussion in the meeting and recommended that the Board accept the report as presented. The ad hoc committee responded to questions from the Board.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept the FY 2011/2012 independent audit prepared by Charles Z. Fedak CPA & Company as presented.

- b. District Representation and Ad Hoc Committee Assignments

Ms. Rannals summarized the staff report provided. The board members reviewed their committee assignment and agreed to serve in the following assignments:

Board of Directors

- North County Dispatch JPA (Primary) – Jim Ashcraft
- North County Dispatch JPA (Alternate) – Nancy Hillgren

Advisory Board

- County Service Area (CSA) – 17 (Primary) – Tom Hickerson
- County Service Area (CSA) – 17 (Alternate) – Nancy Hillgren

Ad Hoc Committee

- Finance Committee – Randy Malin, John Tanner
Staff Assigned: Tony Michel, Karlana Rannals
- Negotiations – Randy Malin, Jim Ashcraft
Staff Assigned: Karlana Rannals, Fred Cox

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR HICKERSON, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to appoint the board members to the agreed committees representing the Fire District.

- a. Board of Directors Meeting Calendar

Ms. Rannals reviewed staff report included. She included routine matters that are considered by the Board with specific deadlines to assist should it be necessary to reschedule a meeting. After review of the calendar, it was agreed to reschedule the following regular meetings due to scheduling conflicts:

Regular Meeting Date – 2013	Rescheduled Meeting Date – 2013
March 13	March 12

Note: all meeting times begin at 1pm.

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN and CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to move and calendar the March meeting as agreed.

8. Oral Reports

a. *Fire Chief – Michel*

- i) Cooperative Efforts: Encinitas Fire Chief Scott Henry will retire at the end of 2012. The three coastal cities have met to discuss their options. A recruitment firm will be retained for a replacement and the city managers will be a part of the selection process.
- ii) District Activities
 - (1) Holiday Party planned by the Rancho Santa Fe Professional Firefighters Association was well attended.
 - (2) Christmas “Kids” Party with an appearance by Santa has his elves is scheduled for December 14 at RSF1. All board members were encouraged to attend.

b. *Operations – Deputy Chief Ward*

Chief Ward reported on the following topics:

- Call activity:
 - 225 calls last month
 - No significant losses
 - Weather forecast for the next month includes large amounts of rain and a similar weather pattern for January.

c. *Training – Battalion Chief Davidson*

Chief Davidson summarized the monthly training activity, which included:

- SIDS training
- RIC training
- Hose lays
- Ventilation
- Six personnel attended training conference in Fresno
- Firefighter/Paramedic Duncan successfully completed probation
- 64 candidates participated at the recent “new hire” testing process. There are currently vacancies at Del Mar, Encinitas and Solana Beach Fire Departments.

d. *Fire Prevention*

i) *Deputy Fire Marshal (Renee Hill)*

- (1) New construction is down. Fire Prevention continues to review primarily additions, remodels and tenant improvements.
- (2) An additional 500 sprinkler packets have been ordered for distribution.

ii) *Fire Marshal (Chris Galindo)*

(1) He summarized his attendance at the CalChiefs leadership conference, held in Sacramento that also included Chief Michel and DFM Hill. He attended breakout sessions that included a presentation from ISO and the legislative process. He conveyed his appreciation for the opportunity.

e. *Administration – Administrative Manager Rannals*

i) She introduced Alicea Caccavo the District's Staff Assistant selected to replace the position vacated by Connie Balignasay

ii) She thanked Connie Balignasay for her 22 years of service to the District. She retired November 1 however, agreed to stay on for a few additional weeks to train Ms. Caccavo. The board members wished her well in her new chapter.

f. *Board of Directors*

- North County Dispatch JPA – Update – Director Ashcraft: he reported that at the meeting held November 29, the board was informed of numerous changes that have occurred in the working relationships between the JPA and Heartland. At this time, both agencies are not anticipating any consolidation in the near future.
- County Service Area 17 – Update – Director Hickerson: no report, the next meeting is scheduled for February 5, 2013.
- Comments:
 - Malin: he discussed an article from the Wall Street Journal about CalPERS
 - Tanner: he discussed his positive experience calling 9-1-1 for assistance with his wife after she fell. He commended the emergency response personnel for the great service that they received.

Ten-minute recess

9. Closed Session

a. Pursuant to section 54957.6, and 54957 the board met in closed session from 2:05 – 3:20 pm to discuss the following:

i) Conference with Labor Negotiators

Agency Negotiators: Jim Ashcraft, Randy Malin, and assigned Staff

Represented Employees: Rancho Santa Fe Professional Firefighters Association – Local 4349

Represented Employees: Rancho Santa Fe Miscellaneous Employees

Unrepresented Employees: Fire Chief; Battalion Chief (4); Administrative Manager

Under Negotiation: Successor Memorandum of Understanding and Compensation

All board members listed, Chief Michel and Karlana Rannals (a portion of the session) attended the closed session.

ii) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Fire Chief

All board members listed and Chief Michel attended the closed session.

Upon reconvening to open session, President Ashcraft reported that the matter listed was discussed and direction was given to the negotiators. The Board of Directors took no action.

Minutes
Rancho Santa Fe Fire Protection District Board of Directors
December 12, 2012
Page 6 of 6

10. Adjournment

Meeting adjourned at 3:22 pm.

Karlena Rannals
Secretary

James H Ashcraft
President

Rancho Santa Fe Fire Protection District

List of Demands
December 2012

<i>Check</i>	<i>Amount</i>	<i>Vendor</i>	<i>Purpose</i>
23530	\$115.00	A to Z Plumbing Inc	Building RSF4
23531	\$110.00	Aair Purification Systems	Station Maintenance - RSF-4
23532	\$6,637.40	All Star Fire Equipment, Inc.	Breathing Apparatus
23533	\$1,500.00	Arnold A Lewin	CERT Program
23534	\$145.69	AT&T	Telephone
23535	\$1,300.45	AT&T Calnet 2	Telephone
23536	\$916.50	C.A.P.F.	Disability/Life Insurance
23537	\$823.00	Charles Z Fedak & Company	Accounting-Audit Services
23538	\$399.14	Complete Office of California Inc	Office Supplies
23539	\$2,428.50	County of SD/RCS	800 MHz Network Admin Fees/CAP Code Paging Service
23542	\$3,234.09	L N Curtis & Sons Inc	Safety Clothing
23543	\$200.00	Michel, Tony J	Telephone Reimbursement
23544	\$1,707.49	Olivenhain Municipal Water District	Water
23545	\$166.56	RSFPFA	Office Supplies
23546	\$1,232.12	Santa Fe Irrigation District	NCDJPA Parking Rebill/ Water
23547	\$9.50	Shore, Stuart W.	Meetings/Meal Expenses Reimbursement
23548	\$55.00	Terminix International	Building RSF2
23549	\$13.99	The Screening Pros	Background Investigation - Employment
23550	\$1,794.12	The SoCo Group Inc	Gasoline & Diesel Fuel
23551	\$495.00	ThyssenKrupp Elevator Inc	Elevator Service
23552	\$12.00	U P S	Shipping Service
23553	\$14,426.20	U S Bank Corporate Payment System	Cal-Card./IMPAC program
23554	\$1,351.83	Verizon Wireless	Telephone - Cellular/ Cellular parts & supplies / MDT
23555	\$354.00	Accme Janitorial Service Inc	Broadband + ATN Line
23556	\$278.90	AT&T Calnet 2	Building ADMIN
23557	\$278.90	AT&T Calnet 2	Telephone RSF3 & NCDJPA Rebill
23557	\$710.00	Cnty of SD APCD	Air Pollution Control District Permits
23558	\$31.81	Daniels Tire Service Inc	Tires & Tubes
23560	\$1,710.00	Fitch Law Firm Inc	Legal Services
23561	\$323.06	Home Depot, Inc	Station Maintenance
23563	\$3,868.47	North County EVS Inc	Refuel Facility Repair & Miscellaneous Repairs
23565	\$2,466.20	San Diego Gas & Electric	Elec/Gas/Propane
23566	\$832.44	TelePacific Communications	Telephone ADMIN

Rancho Santa Fe Fire Protection District

List of Demands December 2012

<i>Check</i>	<i>Amount</i>	<i>Vendor</i>	<i>Purpose</i>
23567	\$1,526.48	The SoCo Group Inc	Gasoline & Diesel Fuel
23568	\$12.00	U P S	Shipping Service
23569	\$216.52	Waste Management Inc	Trash Disposal RSF1
23570	\$5,500.00	WinTech Computer Services	Consulting Services
23571	\$30,283.50	North County Dispatch JPA	Support Services
23572	\$324.89	AT&T Calnet 2	Telephone (NCDJPA/ SDMSE Rebill)
23573	\$430.48	Complete Office of California Inc	Office Supplies
23575	\$738.75	ESRI Inc	Computer - License/Software
23576	\$68.50	Fire ETC Inc	Fire Hose, Nozzles & Supply
23577	\$200.00	Fitness Warehouse USA & SD Fitness Repair	Fitness Equipment Repair
23578	\$258.60	Golden Telecom Inc	Equipment - Minor
23580	\$217.00	McQuead, David C	CSA-17 - Supplies
23581	\$508.17	Murphy Mary	CSA-17 Murphy
23582	\$18.84	Napa Auto Parts Inc	Apparatus Tools/Equipment Repair
23583	\$246.30	North County EVS Inc	Scheduled - ID 0312/ Apparatus Tools/Equipment Repair
23584	\$172,731.69	PERS	PERS (Employer Paid)
23585	\$390.90	San Diego Daily Transcript Inc	Advertising
23586	\$3,549.56	San Diego Gas & Electric	Elec/Gas/Propane ADMIN
23587	\$217.00	Sanford, Nathan	CSA-17 - Supplies
23588	\$150.00	Scott's Reliable Service	Building ADMIN
23589	\$3,750.00	Shapouri Engineering Company Inc	FBR #3 Replacement
23590	\$32.00	State of CA Dept of Justice	Background Investigation - Employment
23591	\$519.30	The Lincoln National Life Ins Co	Disability/Life Insurance
23592	\$3,097.41	The SoCo Group Inc	Gasoline & Diesel Fuel
23593	\$30.00	Turnout Maintenance Company LLC	Safety Clothing
23594	\$4.83	U P S	Shipping Service
23595	\$200.00	Cox, Fred W.	Admin - Local Conf/Seminars Reimbursement
23596	\$1,589.88	Direct Energy Business - Dallas	Elec/Gas/Propane RSF1
23597	\$369.51	EDD	Unemployment Insurance
23598	\$3,080.20	Guardian Life Insurance Co	Dental Insurance
23599	\$58,296.54	Health Net	Medical Insurance
23600	\$10,356.93	Kaiser Permanente	Medical Insurance
23602	\$468.00	Rannals, Karlana	On Line Services/ Telephone - Cellular Reimbursement
23603	\$802.74	Rush Press Inc	Sprinkler Maint Community Grant

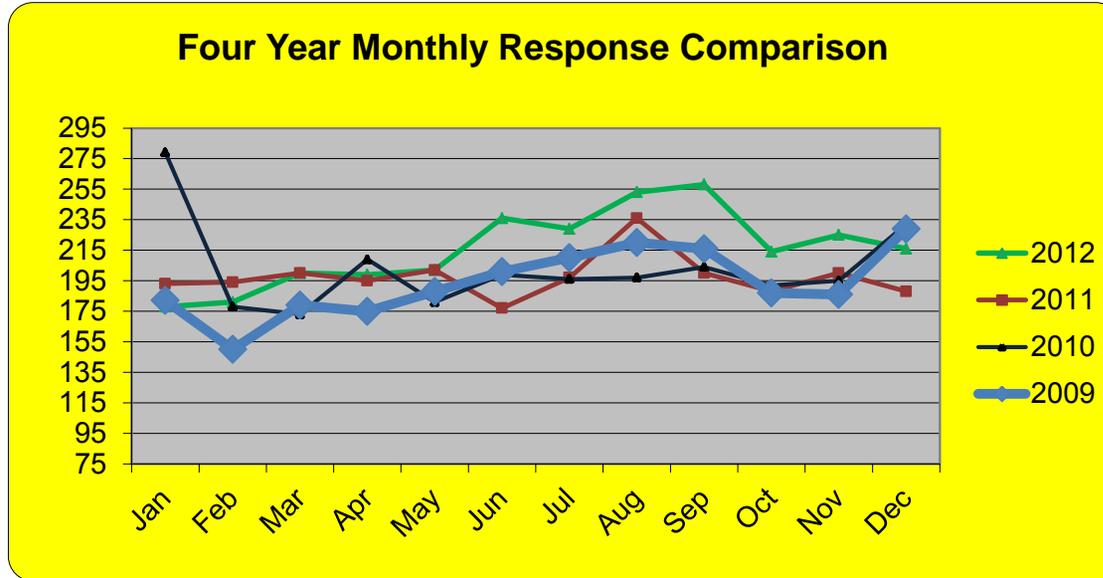
Rancho Santa Fe Fire Protection District

List of Demands December 2012

<i>Check</i>	<i>Amount</i>	<i>Vendor</i>	<i>Purpose</i>
23604	\$50.00	Southern California TOA	Association Dues
23605	\$40.00	State Fire Training	Certification
23606	\$248.00	Terminix International	Stations/ NCDJPA
23607	\$4,610.92	The SoCo Group Inc	Gasoline & Diesel Fuel
23608	\$14.77	U P S	Shipping Service
23609	\$1,238.71	Uniforms Plus	Uniform - Prevention/ Safety Personnel/ Alterations
23610	\$1,429.63	Waste Management Inc	Trash Disposal
Various	\$13,259.29	Various	Medical Reimbursement
subtotal	<u>\$370,726.30</u>		
15-Dec-12	\$248,292.42	RSFFPD	Payroll
30-Dec-12	\$3,449.30	RSFFPD	Payroll
31-Dec-12	\$177,008.89	RSFFPD	Payroll
	<u>\$428,750.61</u>		
Total	<u>\$799,476.91</u>		

December 2012 Operations Report

Rancho Santa Fe Fire Protection District Incident Response Report



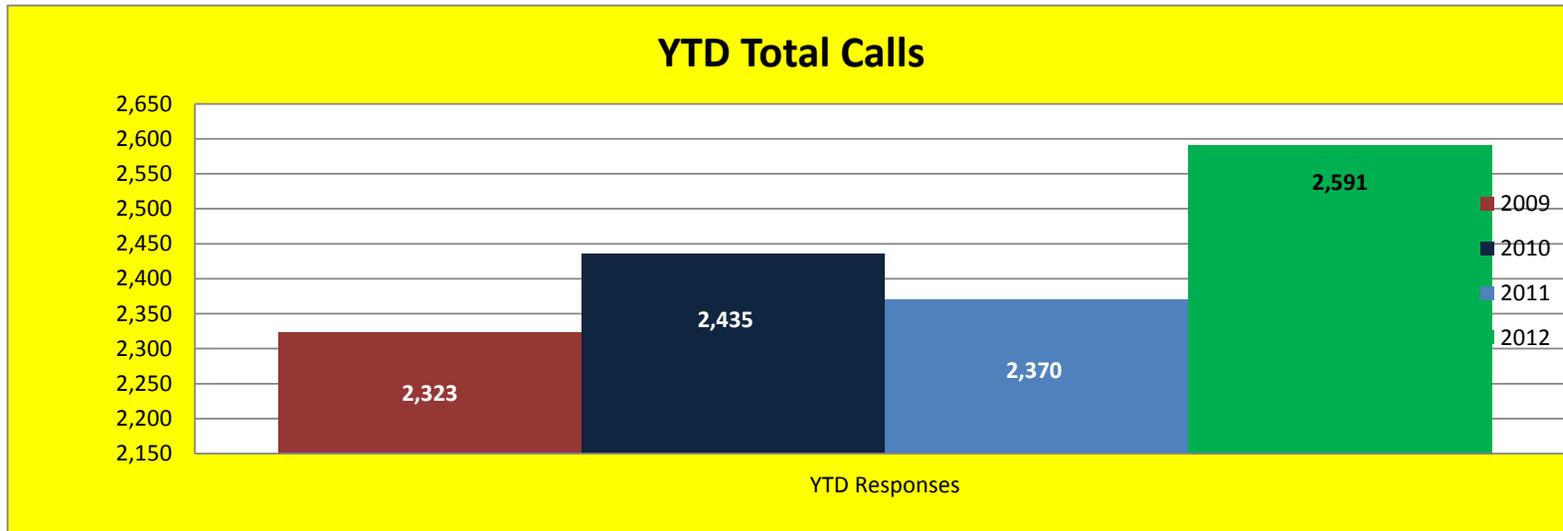
2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	181	200	199	202	236	229	253	258	214	225	216	2,591
YTD	178	359	559	758	960	1,196	1,425	1,678	1,936	2,150	2,375	2,591	9.32%

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	193	194	200	195	202	177	197	236	200	188	200	188	2,370
YTD	193	387	587	782	984	1,161	1,358	1,594	1,794	1,982	2,182	2,370	2.6% decrease

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	279	178	173	209	181	199	196	197	204	192	195	232	2,435
YTD	279	457	630	839	1,020	1,219	1,415	1,612	1,816	2,008	2,203	2,435	4.7% increase

2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	182	150	179	175	188	201	210	220	216	187	186	229	2,323
YTD	182	332	511	686	874	1,075	1,285	1,505	1,721	1,908	2,094	2,323	

**Rancho Santa Fe Fire Protection District
Incident Response Report**



Incident Summary by Incident Type

Date Range: From 12/1/2012 To 12/31/2012

Incident Type(s) Selected: All

<u>Incident Type</u>	<u>Incident Count</u>	<u>Used in Ave. Resp.</u>	<u>Average Response Time hh:mm:ss</u>	<u>Total Loss</u>	<u>Total Value</u>
Fire	7	6	00:04:46	\$1,800.00	\$2,200.00
EMS/Rescue	104	98	00:06:00	\$0.00	\$0.00
Hazardous Condition	9	7	00:05:04	\$0.00	\$0.00
Service Call	21	4	00:06:21	\$0.00	\$0.00
Good Intent	45	3	00:04:50	\$0.00	\$0.00
False Call	30	29	00:06:06	\$0.00	\$0.00
Blank or Invalid	9	0		\$0.00	\$0.00
Totals	225	147		\$1,800.00	\$2,200.00

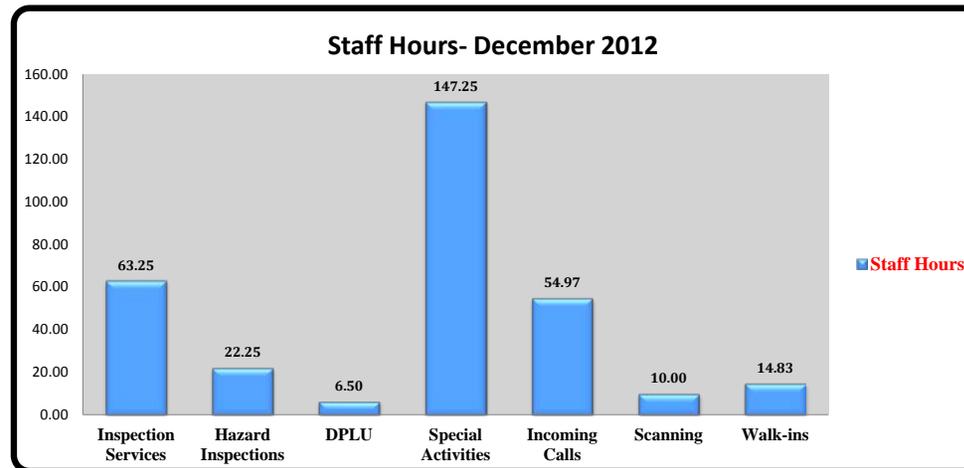
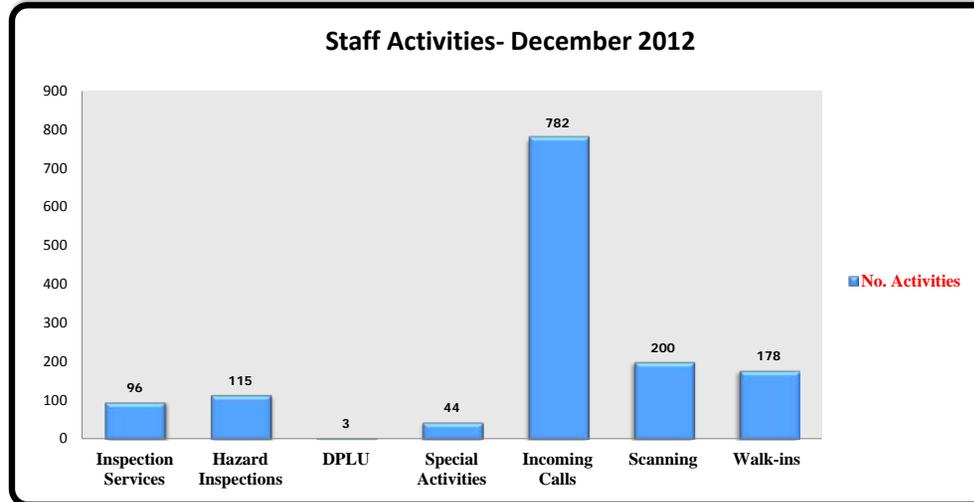
Note: The incident count used in averages does not include the following:
Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

December 2012

December 2012							January 2013						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30	31		

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Nov 25	26	27	28	29	30	Dec 1
11/25 - 30							B Shift
12/2 - 7	2	3	4	5	6	7	8
	C Shift	A Shift	C Shift	City of Del Mar Weekl	B Shift	A Shift	B Shift
			EMS CE; Enc 5 and RSF	Solana Beach Captain:	EMS CE; ENC 5 &RSF 1		
				A Shift			
				City of Del Mar Week			
12/9 - 14	9	10	11	12	13	14	15
	A Shift	OSHA Training; City F	C Shift	Haz Mat Refresher ; C	Haz Mat Refresher ; C	Haz Mat Refresher ; C	C Shift
12/16 - 21	16	17	18	19	20	21	22
	A Shift	Haz Mat Refresher ; C	Haz Mat Refresher ; C	Solana Beach Captain:	A Shift	Hose Lays	C Shift
				Haz Mat Refresher ; C			
12/23 - 28	23	24	25	26	27	28	29
	B Shift	C Shift	Christmas Day	City of Del Mar Weekl	Hose Lays	C Shift	A Shift
				Hose Lays			
				City of Del Mar Week			
12/30 - 1/4	30	31	Jan 1, 13	2	3	4	5
	B Shift	A Shift					

**Fire Prevention Monthly Staff Report
December 2012**



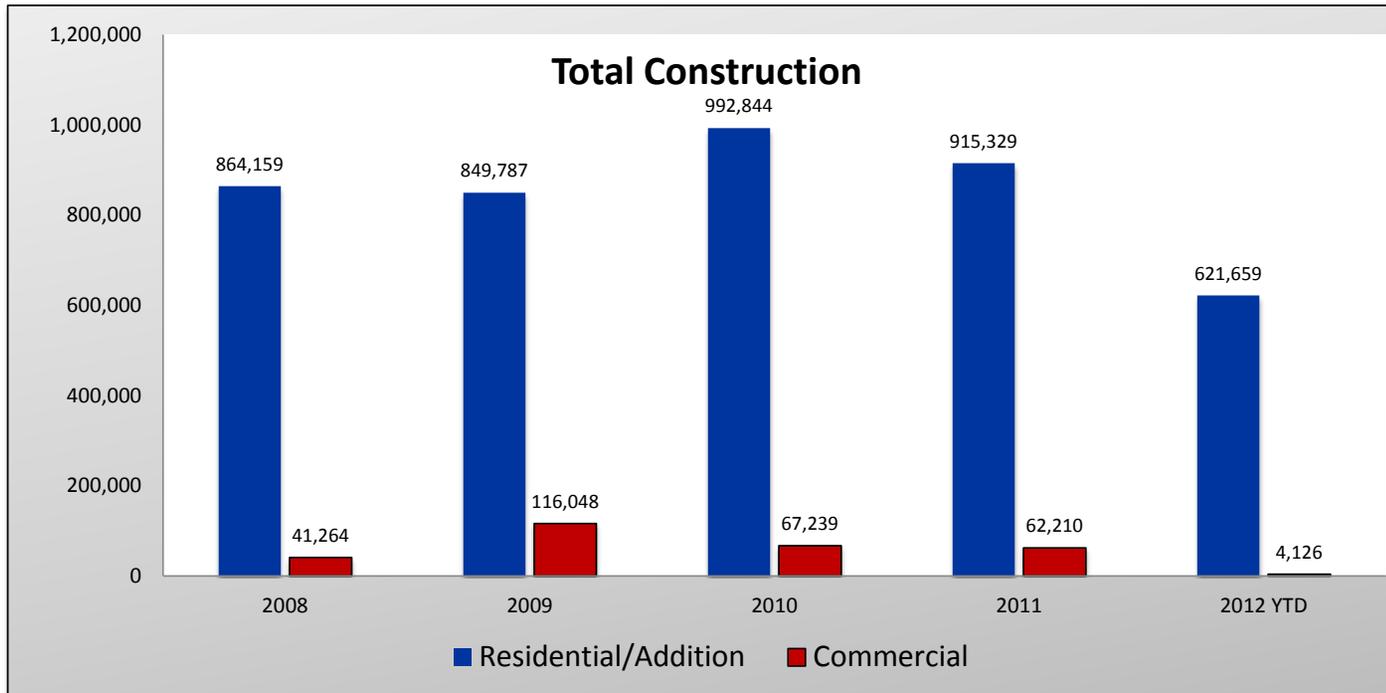
Comparison 2011/2012 Total Monthly Hours/Activities

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>	2557	2623	2121	1311	1437	2615	2264	1858	1461	1377	886	675
<i>Hours</i>	413.7	388.8	414.9	271.2	287.8	442.6	448.1	529.0	491.2	349.8	269.3	209.1

2012	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>	954	833	948	1191	1287	1585	3022	1851	2053	1687	1186	1418
<i>Hours</i>	262.85	169.42	214.77	342.03	281.52	322.38	331.48	305.88	395.3	450.87	215.75	319.05

NOTE: This summary report is not intended to capture all staff hours worked but only to illustrate activity.

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau -Construction
December 2012



Year	Res/Add	Comm	Total
2008	864,159	41,264	905,423
2009	849,787	116,048	965,835
2010	992,844	67,239	1,060,083
2011	915,329	62,210	977,539
2011 ytd	915,329	62,210	977,539
2012 ytd	621,659	4,126	625,785

Comparison 2011/2012 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	105,548	5,329	96,869	85,519	254,358	127,399	58,873	25,142	28,020	102,102	67,613	20,767
2012	32,208	25,725	65,313	124,980	64,041	73,962	73,882	6,960	88,364	23,750	1,132	45,468

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
December 2012

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	9	40,406
	Urban Forester	0	0
	TOTAL	9	40,406
RESIDENTIAL ADDITIONS		Original Sq Footage	Added Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	34,785	5,062
	Urban Forester	0	0
	TOTAL	34,785	5,062
COMMERCIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Urban Forester	0	0
	Fire Inspectors	0	0
	TOTAL	0	0
TOTAL NEW CONSTRUCTION			Sq Footage
Based on permitted Sq footage		Total Added	45,468
FIRE SPRINKLER REVIEWS		Commercial	Residential
	Fire Marshal	1	3
	Fire Inspectors	0	0
	Urban Forester	0	0
	TOTAL	1	3
TENANT IMPROVEMENTS		Number of Structures	Sq Footage
	Fire Marshal	0	0
	Fire Inspectors	9	15,395
	Urban Forester	0	0
	TOTAL	9	15,395
LANDSCAPE REVIEWS		Number of Reviews	Staff Hours
	Urban Forester	26	10.25
	Fire Marshal	0	0.00
	Fire Inspectors	1	1.00
	TOTAL	27	11.25

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
December 2012

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Project Availability Forms	1	2.00
Use Permits	0	0.00
Zaps	0	0.00
Administrative Review	1	1.50
Habit Plans	0	0.00
Approval Letters	1	3.00
CWPP/FPP	0	0.00
TOTAL	3	6.50
INSPECTION SERVICES- All Staff		
	Number of Inspections	Staff Hours
Undergrounds	0	0.00
Hydros (Fire Sprinklers)	12	10.75
Finals (Structures)	35	36.25
Landscape	9	4.50
Reinspections	37	8.75
Tents/Canopy	1	1.00
Burn Permits	0	0.00
Department of Social Service Licensing	1	1.00
Knox/Strobe	0	0.00
Code Enforcement	0	0.00
Engine Company Follow Up	1	1.00
Misc.	0	0.00
TOTAL	96	63.25
HAZARD INSPECTIONS - All Staff		
	Number of Inspections	Staff Hours
Weed Abatement Inspection	53	5.00
Weed Abatement Reinspection	23	2.00
1st Notice	5	1.25
2nd Notice	8	2.00
Final Notice	4	1.00
Forced Abatement	0	0.00
Postings	1	0.50
Annual Mailers	0	0.00
Homeowner Meeting	18	9.00
WUI	3	1.50
TOTAL	115	22.25
GRADING -All Staff		
	Number of Inspections	Staff Hours
Plan Review	1	1.00
TOTAL	1	1.00

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary
December 2012

ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
GIS Mapping	0	0.00
CalFire Crew Projects	0	0.00
Hazmat	0	0.00
Emergency Response/Support	0	0.00
Training Classes	8	64.00
Conferences	1	1.00
Meetings	30	76.00
Other	5	6.25
Supervision	0	0.00
Fuels Reduction	0	0.00
TOTAL	44	147.25
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	782	54.97
Consultations	38	39.00
Plan Review	69	63.25
Scanning	200	10.00
General Office	14	30.00
TOTAL	1,103	197.22

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff) Internal & External	621	31.05
Walk in/Counter (All Administrative Staff)	178	14.83
Knox Application Request	2	0.17
UPS Outgoing Shipments	5	0.42
Plan Accepted/Routed	43	7.17
Scheduling Inspections, Managing Calendars	20	20.00
Special Projects: Pot luck luncheon,board report,new fee schedule	10	40.00
Scanning Documents/Electronic Files	200	10.00
Meetings: Admin/Prevention/Admin Shift	8	8.00
Post Office	20	10.00
Deposit runs and preparations	8	4.00
SRA Calls (12/1-12/30)	0	0.00
TOTAL	1,115	146

Rancho Santa Fe Fire District
Public Education Coordinator - Monthly Report
December 2012

WEBSITE/INTERNET		Staff Hours
Update existing info & documents:		4.0
<i>Updated home page, news, etc</i>		4.0
New design progress:		0.0
		0.0
Compile & write new information:		2.0
<i>Incidents, business opportunities, station bid</i>		2.0
		0.0
Social Media		4.0
<i>Facebook "Fans" - 222, Total Reach - 100</i>		2.0
<i>Twitter "Follower" - 659</i>		2.0
TOTAL		10.0
PUBLICATIONS		Staff Hours
Design/write brochures, flyers, etc:		2.0
<i>Desirable plants</i>		2.0
TOTAL		2.0
MEDIA RELATIONS		Staff Hours
On-scene Public Information Officer:		0.0
Press Releases:		1.0
<i>Toy Drive</i>		1.0
Other Articles/Stories/Interviews:		0.0
		0.0
TOTAL		1.0
EDUCATIONAL PROGRAMS/PRESENTATIONS		Staff Hours
Children's Programs		9.0
<i>Birthday parties - 0</i>		0.0
<i>Station Tour -1</i>		1.0
<i>Fire Prevention Week Coloring Contest</i>		6.0
<i>Boy Scouts First Aid</i>		2.0
Adult Programs:		9.0
<i>Sprinkler packet reorder</i>		6.0
<i>Grant report</i>		3.0
TOTAL		18.0

Rancho Santa Fe Fire District
 Public Education Coordinator - Monthly Report
 December 2012

EVENTS		Staff Hours
External/Community Events:		3.0
Internal Events:		3.0
<i>Christmas lunch (prep and clean up)</i>		3.0
		0.0
TOTAL		6.0
CONTINUING EDUCATION		Staff Hours
Training Classes:		0.0
		0.0
Conferences:		0.0
Meetings:		5.0
<i>Staff meetings</i>		3.0
<i>Shift Meeting</i>		0.0
<i>Other</i>		2.0
TOTAL		5.0
CLERICAL		Staff Hours
Prevention-related:		45.0
<i>Mailbox, email inbox, phone calls, news clips, etc.</i>		40.0
<i>Phone Calls - 42</i>		5.0
Non-prevention/non-minute related:		18.0
TOTAL		63.0
TOTAL HOURS		105.0

Travel Expense Report - Board of Directors Report

Name Tony Michel	Board Meeting 1/9/2013
Position Fire Chief	
Period 11-28-12 thru 11-30-12	Submitted by Tony Michel
Per Mile Reimbursement	Reviewed by
Total Paid \$911.68	

Date	Description of Expense	Airfare	Lodging	Ground Transportation (Gas, Rental Car,	Meals & Tips	Conferences and Seminars	Miles (Personal Car Only)	Mileage Reimbursement	Miscellaneous	Currency Exchange Rate	Expense Currency	U.S. \$
11/28/2012	Lodging for Cal Chiefs Conference		\$322.26				0	\$0.00		1	USD	\$322.26
11/9/2012	Southwest Airlines	\$169.60			\$0.00			\$0.00		1		\$169.60
11/28/2012	Conference Fee				\$0.00	\$361.00		\$0.00		1		\$361.00
11/28/2012	Public Market Place				\$16.10			\$0.00		1		\$16.10
11/30/2012	McCormick & Schmick's				\$18.51			\$0.00		1		\$18.51
11/30/2012	HMS Host Esquire				\$14.86			\$0.00		1		\$14.86
1/30/2012	Wally Park			\$9.35	\$0.00			\$0.00		1		\$9.35
					\$0.00			\$0.00		1		\$0.00
					\$0.00			\$0.00		1		\$0.00
Total Mileage Reimbursement:								\$0.00	Total Paid:			\$911.68

Sheraton Grand Sacramento Hotel
 1230 J Street
 Sacramento, CA 95814
 916-447-1700 / 916-447-1701
<http://www.starwood.com/>



Michel, Tony	Page Number	1	Invoice Nbr	160104
Po Box 410	Guest Number	1381938	Arrive Date	11-28-2012
	Folio ID	A	Depart Date	11-30-2012
Rancho Santa Fe, CA 92067	No. Of Guest	1		
	Room Number	1418		
	Time	12-27-2012 15:53		

Duplicate Invoice

Date	Reference	Description	Charges	Credits
11-28-2012	RT1418	Group Association	\$140.00	
11-28-2012	RT1418	Room Charge, Tax/Assessments	\$21.13	
11-29-2012	RT1418	Group Association	\$140.00	
11-29-2012	RT1418	Room Charge, Tax/Assessments	\$21.13	
11-30-2012	VM	Visa/Mastercard		\$-322.26
		** Total	\$322.26	\$-322.26
		** Balance	\$0.00	

*****For Authorization Purpose Only*****

TONY J MICHEL

Authorization Date	Credit Card	Code	Auth
11-28-2012	XXXX6206	063302	420.00

EXPENSE SUMMARY REPORT

Currency: USD

Date	Rm Charge	Taxes	Telephone	Other	Total	Payment
11-28-2012	\$140.00	\$21.13	\$0.00	\$0.00	\$161.13	\$0.00
11-29-2012	\$140.00	\$21.13	\$0.00	\$0.00	\$161.13	\$0.00
11-30-2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-322.26
Total	\$280.00	\$42.26	\$0.00	\$0.00	\$322.26	\$-322.26

As a Starwood Preferred Guest, you could have earned 560 Starpoints for this visit. Please provide your member number or enroll today.

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Tony Michel

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Friday, November 09, 2012 4:28 PM
To: Tony Michel
Subject: Southwest Airlines Confirmation-MICHEL/TONY-Confirmation: G5IX3Q

You're all set for your flight!



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Ready for takeoff!



Thanks for choosing Southwest for your trip! You'll find everything you need to know about your reservation below. Happy travels!

Upcoming Trip: 11/28/12 - Sacramento

AIR Itinerary

AIR Confirmation: G5IX3Q Confirmation Date: 11/9/2012

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
MICHEL/TONY	00000132879891	5262479786817	Nov 9, 2013	888
HILL/MARIAN REN EE	- None Entered -	5262479786818	Nov 9, 2013	888
GALINDO/CHRIS F REDRICK	00000622012672	5262479786819	Nov 9, 2013	888

Rapid Rewards points earned are only estimates. Not a member - visit <http://www.southwest.com/rapidrewards> and sign up today!

Date	Flight	Departure/Arrival
Wed Nov 28	2152	Depart SAN DIEGO CA (SAN) at 7:10 PM Arrive in SACRAMENTO CA (SMF) at 8:45 PM Travel Time 1 hrs 35 mins Wanna Get Away
Fri Nov 30	990	Depart SACRAMENTO CA (SMF) at 8:25 PM Arrive in SAN DIEGO CA (SAN) at 9:50 PM Travel Time 1 hrs 25 mins Wanna Get Away

Air Cost: 506.80

Carry-on Items: 1 Bag + small personal item are free [see full details](#). Checked Items: First and second bags are free, [size and weight limits apply](#)

Fare Rule(s): 5262479786817: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

SAVE UP TO 30%
 ON YOUR NEXT RENTAL &
 EARN DOUBLE RAPID
 REWARDS POINTS.
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5262479786818: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.
 5262479786819: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.
 Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SAN WN SMF68.84NXNCNNR WN SAN68.84NXNCNNR 137.68 END ZPSANSMF
 XFSAN4.5SMF4.5 AY5.00\$SAN2.50 SMF2.50

Important Check-In Reminder

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

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Cost and Payment Summary

AIR - G5IX3Q

Base Fare	\$ 413.04
Excise Taxes	\$ 30.96
Segment Fee	\$ 22.80
Passenger Facility Charge	\$ 27.00
September 11th Security Fee	\$ 15.00
Total Air Cost	\$ 508.80

Payment Information

Payment Type: Visa XXXXXXXXXXXXX6205
 Date: Nov 9, 2012
 Payment Amount: \$508.80



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- [Unaccompanied Minors](#)
- [Baby on Board](#)
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Chris F. Galindo

From: service@paypal.com
Sent: Friday, November 09, 2012 4:45 PM
To: Chris F. Galindo
Subject: Receipt for Your Payment to California Fire Chiefs Association



Nov 9, 2012 16:44:45 PST
Transaction ID: 3XR330361K575512K

Hello Chris Galindo,

You sent a payment of \$361.00 USD to California Fire Chiefs Association
(edutton@calchiefs.org)

It may take a few moments for this transaction to appear in your account.

Merchant
California Fire Chiefs Association
edutton@calchiefs.org

Instructions to merchant
You haven't entered any instructions.

Shipping address - confirmed
Chris Galindo
P.O. Box 410
Rancho Santa Fe, CA 92067
United States

Shipping details
The seller hasn't provided any shipping details yet.



Description	Unit price	Qty	Amount
	Subtotal		\$361.00 USD
	Total		\$361.00 USD
	Payment		\$361.00 USD
Charge will appear on your credit card statement as "PAYPAL *CALIFORNIAF" Payment sent to edutton@calchiefs.org			
2012 Conference Registration	\$361.00 USD	1	\$361.00 USD

Issues with this transaction?

You have 45 days from the date of the transaction to open a dispute in the Resolution Center.



Questions? Go to the Help Center at: www.paypal.com/help.

Get verified - Pay from your bank account and you're 100% protected against unauthorized payments sent from your PayPal account. Log in and click the **Unverified** link below your name.

Sheraton Grand

Public Market Bar
1230 J STREET
SACRAMENTO, CA 95814
916-447-1700

453289

BETHANY W Table 652
Wed 11/28/12 10:41 PM Guests 3
Guest Num: 2 P.M.B.

1 QUESADILLA	12.50
1 TURKEY BLT	13.00
2 FRENCH FRIES	0.00
1 BACON BURGER	13.50
1 MEDIUM	0.00

SubTotal 39.00
Taxes... 3.03

Total 42.03

VISA Amount Applied 42.03

VISA Tendered 42.03

* *
* FOR ROOM CHARGES & HOUSE ACCTS CHG.: *
* *
* GUEST NAME _____ *
* *
* ROOM # _____ *
* *
* *
* TIP AMOUNT _____ *
* *
* TOTAL CHARGE _____ *
* *
* SIGNATURE _____ *
* *
* NOTES: *
* *

McCormick & Schmick's
1111 J Street
Sacramento, CA 95814
(916) 442-8200

Server: SARAH	11/30/2012
Table 44/1	12:44 PM
Guests: 3	30002
Area: Restaurant	
Diet Coke (2 @3.25)	6.50
LN Fish & Chips	14.95
LN Kobe Burger (2 @14.95)	29.90
Subtotal	51.35
Tax	3.98
Total	55.33
Balance Due	\$ 55.33

Thanks for dining at
McCormick & Schmick's
Make your reservations today!

HMSHOST
ESQUIRE
SACRAMENTO INT'L AIRPORT

5104 CANDICE
104/1 3807 GST 3
NOV30'12 6:37PM

**** SEAT 1 **** 14.00
1 BURGER CHEDDAR MEDIUM
ROMAINE SALD
FRENCH DRS
1 SIDE MAC & CHES 7.00
1 SALD BUTTER LEAF 12.00
GROUP

TAX 2.56 AMOUNT 35.56
SUBTOTAL 33.00

SUBTOTAL 33.00
TAX 2.56
AMOUNT 35.56 \$

THANK YOU - PLEASE COME AGAIN!!!
PLS COMMENT ON YOUR EXPERIENCE
DON FRAZEE (916) 283-2101
DON.FRAZEE@HMSHOST.COM

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ESQUIRE
SACRAMENTO INT'L AIRPORT

CHECK: 3807
TABLE: 104/1
SERVER: 5104 CANDICE
DATE: NOV30'12 7:19PM
CARD TYPE: VISA A0
ACCT #: XXXXXXXXXXXX5347
EXP DATE: XX/XX
AUTH CODE: 076408
MARIAN R HILL

TOTAL: 35.56

TIP: 8.00

TOTAL: 43.56

X I AGREE TO PAY THE ABOVE AMOUNT
IN ACCORDANCE WITH THE CARD
ISSUER'S AGREEMENT.

Wally Park
2220 Lee Court
San Diego CA 92101
619-758-7600

BOOTH2 11/30/12 23:20
Cashier 6
Receipt 004414

Short-term parking tkt
1 - No. 096707
11/28/12 17:29 -
11/30/12 23:20 -
Period 2d5h52'
(V.A.T.) \$28.05

Total \$28.05

Payment Received
AAA 16 15 Percentage
VISA \$28.05
XXXXXXXXXXXX6206
Merch:570100058179
Auth:003673
Type: Swiped

Sub Total \$28.05

All Amounts in USD.
Deliv. Date=Receipt Date

RESOLUTION 2013-01

A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters Association – Local 4349

This Memorandum of Understanding, hereinafter referred to as the “MOU”, is by and between the Rancho Santa Fe Fire Protection District, hereinafter referred to as the "District", and the Rancho Santa Fe Professional Firefighters Association – Local 4349, hereinafter referred to as "Association", and is intended to outline the term of the contract for wages, hours, and working conditions for the group of employees identified.

WHEREAS, the authorized representatives of the District and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq. for a successor MOU; and

WHEREAS, the District and the Association representatives acknowledge that the District and Association reached agreement on matters within the scope of representation and prepared a written MOU.

WHEREAS, the Association has agreed and ratified the MOU; and

WHEREAS, the District’s representatives have recommended that the Board of Directors adopt MOU.

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term January 1 through December 31, 2013.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 9, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary

RANCHO SANTA FE FIRE PROTECTION DISTRICT

MEMORANDUM OF UNDERSTANDING

RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS
ASSOCIATION – LOCAL 4349



Expires: December 31, 2013

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MEMORANDUM OF UNDERSTANDING
between
RANCHO SANTA FE FIRE PROTECTION DISTRICT
and
RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS ASSOCIATION – LOCAL 4349

ARTICLE I PREAMBLE

01.01 This Memorandum of Understanding is made and entered into this 1st day of January 2013 by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Firefighters Professional Firefighters Association – Local 4349 (hereinafter referred to as "ASSOCIATION").

01.02 **This** Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.

ARTICLE II RECOGNITION

02.01 The District recognizes the Association as the majority representative for all classifications in the bargaining unit.

02.02 This Memorandum of Understanding is the sole and exclusive document for all Classifications identified in this Agreement between the District and the Association. This Memorandum of Understanding shall supersede all previous agreements.

02.03 Current classifications assigned to the bargaining unit are:

- a. Captain
- b. Engineer
- c. Firefighter/Paramedic

02.04 All provisions and benefits of this Agreement shall be applicable only to employees in classes in the above-mentioned bargaining unit.

ARTICLE III IMPLEMENTATION

03.01 This Memorandum constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of Association. However, this agreement is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV TERM

04.01 The term of this Memorandum shall commence on the date when the terms and conditions for its effectiveness, as set forth in Implementation, are fully met; but in no event shall said Memorandum become effective prior to 12:01 am on January 1, 2013. Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2013.

04.02 **Successor Memorandum:** In the event the Association or the District desires to meet and confer on the provisions of a successor Memorandum, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor Memorandum. Should the

meet and confer process for a successor Memorandum exceed the term of this Agreement, all terms and conditions of this Memorandum shall be continued until an Agreement is reached.

ARTICLE V RENEGOTIATION

05.01 In the event the Association desires to meet and confer in good faith on the provision of a successor Memorandum of Understanding, it shall serve upon the District its written request to commence meeting and conferring in good faith for such successor Memorandum of Understanding.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

ARTICLE VI MANAGEMENT RIGHTS

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the district, its properties and facilities including, but not limited to innovative and experimental uses of the district facilities and experimental and pilot investigation of new fire science programs.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB 3500 ET seq. or other statutes.

ARTICLE VII EMPLOYEE RIGHTS

07.01 It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The rights to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the District or not to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the District or through an authorized Association representative.

ARTICLE VIII UNFAIR EMPLOYEE RELATIONS PRACTICE

08.01 It is agreed that it shall be an unfair employee relations practice for the District and/or the Association or its representatives:

- a. To interfere with, restrain, discriminate, intimidate or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation; or for the Association or its representatives to refuse to meet and confer in good faith on matters within the scope of representation.

ARTICLE IX GRIEVANCES

09.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a Memorandum of Understanding, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

09.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.
- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

09.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.
- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale which are to be submitted by the grievant to the Board of Directors shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation. There shall be no cost to the parties.

ARTICLE X DISCHARGE OR OTHER DISCIPLINARY ACTION

10.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

10.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article IX, following a hearing before the Chief or his/her designated representative.

ARTICLE XI GENERAL PROVISIONS

11.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.

11.02 Bulletin Board: It is agreed that the District shall allow bulletin boards in agreed upon places for the use of Association in posting appropriate notices and announcements of meetings, elections, and social activities.

11.03 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article IX.

11.04 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.

11.05 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to three (3) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.

11.06 Association Business: The District agrees to provide reasonable time off without loss of pay for up to four (4) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.

11.07 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE XII SENIORITY PROVISIONS

12.01 Seniority Defined:

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion

of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

12.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 1. Absences during authorized vacation or authorized sick leave.
 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 3. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 4. Absence on leave made necessary by injuries sustained in the line of duty.
 5. Absence made necessary by injuries sustained in the course of employment by the District.
 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

12.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.
- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

ARTICLE XIII REDUCTION IN FORCE

13.01 Reduction in force shall be based on seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority will be used as the criteria. For more than one employee with the same class seniority, the next criteria will be District seniority.
- b. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank held.
- c. An employee being reduced may not replace an employee who has more District Seniority, but instead must move to the next lower rank.
- d. When re-strengthening the District, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- e. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.

- f. The District agrees to meet and confer prior to a long-term (one year or more) reduction in force from the current levels.

ARTICLE XIV UNIFORMS

14.01 District shall provide Class "B" and "C" uniforms to employees. Class "A" uniform shall be subject to the provisions of the District's Standard Operating Guidelines. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

ARTICLE XV VACATION ACCRUAL

15.01 Vacation accrual for all ranks shall be based upon years of service in accordance with the following:

Years of Service		Hours
From	To	
0	4	144
5	9	168
10	14	192
15	19	240
20	+	288

15.02 All new employees are eligible to use any accrued vacation upon completion of twelve (12) months of service.

15.03 The Association shall receive 96 hours per calendar year of Association time off with pay, in order to attend functions such as conferences, seminars and workshops. This paid time off is only available if and when used for training or education purposes relating directly to employer/employee relations or other subjects contained within this MOU. A written request for this leave is required prior to any use. The request shall be made to the Operations Chief with a minimum of fourteen (14) days' notice.

15.04 Should the Association not use any available time off with pay during the calendar year, the Association will be allowed to carry over into the next calendar year. At no time shall the Association have more than one hundred ninety two (192) accrued hours (or two years). The accrual shall be adjusted at the beginning of each calendar year.

ARTICLE XVI HOLIDAYS

16.01 For the purpose of this Article, the legal "holiday" shall mean and include the following days:

	Holiday Observance	Date
1	New Year's Day	January 1
2	Lincoln's Birthday	February 12
3	President's Day	Third Monday in February
4	Memorial Day	Fourth Monday in May
5	Independence Day	July 4
6	Labor Day	First Monday in September
7	Veteran's day	November 11
8	Thanksgiving Day	Fourth Thursday in November
9	Day after Thanksgiving Day	
10	Christmas Day	December 25

16.02 All classifications in the Bargaining Unit will receive 120 hours annually, in lieu of and regardless of the number of holidays worked. This will be paid separately with the November 30 paycheck.

16.03 Each employee will have the option to convert Holiday Pay to Holiday Time Off. Holiday time off will be determined by dividing the number of hours desired to convert by 1.5. This time will be added to the employee's accrued vacation time with the November 30 paycheck. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected.

ARTICLE XVII HOURS OF WORK

17.01 Work Week: the District shall establish the hours of duty to average no more than fifty-six (56) hours per week on the three (3) platoons, twenty-four (24) hour system.

17.02 Each twenty-four (24) hour tour of duty shall begin at 0800 hours and end at 0800 hours of the following day.

17.03 Overtime Defined: Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or workweek for that class.

17.04 Those employees covered by the Fair Labor Standards Act will receive time and one-half for all hours in excess of 182 in any one work period.

17.05 The smallest unit of overtime shall be one-quarter hour.

ARTICLE XVIII HEALTH INSURANCE

18.01 The District shall remit Insurance premiums for HMO medical (at the enrolled rate) and HMO dental insurance (family rate) for the District's employees and their dependents. Effective July 1, 2005 the District agrees to contribute \$1,000 per month toward medical and dental insurance. However, if the monthly premiums for medical and dental insurance exceed \$1,000 per month, the affected employee and District agree to share the cost difference 50/50. If an employee enrolls at a single rate, the District shall place a capped rate of \$1,000 per month (\$12,000 annually).

18.02 Any unused premium may be used for medical/dental expenses as defined by the Administrative Policy for a maximum period of 24 months. After the 24-month period expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account.

18.03 The District will strive to provide every eligible employee with options for group medical and dental insurance plans. If eligible dependents are enrolled in the group insurance, they must be enrolled in the same coverage as the employee.

18.04 Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District. If no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employees medical reimbursement account. Unused premiums shall be transferred to the employees HRSA per the provisions in 18.02.

18.05 District employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group medical plan. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost. The Association understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.

18.06 Medicare-Eligible Retirees

The District may offer one or more Medicare supplement plans. The retiree will be responsible for the entire premium and a two percent (2%) administrative cost.

ARTICLE XIX RETIREMENT HEALTH SAVINGS ACCOUNT

19.01 The District will implement a plan effective with this contract. All Employees covered by this agreement shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:

- a. Effective July 1, 2005 a monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
- c. If the employee has an excess of 720 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.

ARTICLE XX SICK LEAVE

20.01 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. The non-shift employee shall accrue 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

20.02 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.

20.03 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance to the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714, and factor from 40-hour workweek to 56-hour workweek is 1.4.

20.04 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

20.05 Definition of Immediate Family - Immediate family shall include: husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild or any legal dependent residing in same household.

- 20.06 At retirement unused sick leave credit shall be converted to one of the following:
- a. All unused sick leave hours may be reported to CalPERS for additional service credit.
 - i. Conversion of a shift employee's sick leave bank to equivalent sick days as required by PERS will be computed by dividing the total number of unused sick leave hours by eight (8); or
 - b. The employee may choose to convert unused sick leave hours to an employee's RHTA at a ratio of 3:1. A minimum of 960 sick leave hours is required to be eligible for this option.
 - i. The RHTA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts; or
 - c. A combination of both options, if the remaining unused sick leave hours not used for additional service credit, exceeds 960 hours.

ARTICLE XXI BEREAVEMENT LEAVE

21.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed three (3) days for non-shift employees or two (2) shifts for shift employees. For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days for non-shift employees and three (3) shifts for shift employees. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against the employee's accrued sick leave. The sick leave used for bereavement leave shall be deducted from the December 31 prior year balance when determining the RHTA contribution.

Refer to Article XX – SICK LEAVE – section 20.05 for definition of immediate family. This definition also applies to the spouse's immediate family.

ARTICLE XXII COURT LEAVE (JURY DUTY)

22.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or shift trades.

22.02 All jury duty fees received except for expenses shall be returned to the District.

ARTICLE XXIII WAGES

23.01 Pay rate for all employees will be expressed and paid as an hourly rate. (Note: Approximate monthly compensation is provided as information only.) Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work

period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.

23.02 Wage Schedule –The wage schedule listed on Exhibit A shall be continued thru December 31, 2013.

23.03 Overtime Compensation Rate: - Compensation rate shall be paid in accordance with Article XVII of this Memorandum of Understanding.

23.04 Promotion/Salary Increase - When an employee is promoted, he/she shall move to the appropriate step that would provide a minimum increase in salary of 5%, if applicable.

23.05 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

ARTICLE XXIV RETIREMENT

24.01 Retirement: the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan for all employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

24.02 All employees enrolled in the PERS 3% @ 50 plan, the employee will contribute 100% of the employee’s contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

24.03 For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

- a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

24.04 All employees enrolled in the PERS 3% @ 55 plan, the employee will contribute 100% of the employee’s contribution for all reportable wages. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.

24.05 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

24.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

ARTICLE XXV PARAMEDIC BENEFIT AND CONDITIONS

25.01 Continuing Education: Paramedics will be afforded time on duty for required continuing education. In the case of a special class or other circumstance whereby the class is not available on duty, the employee will be compensated at the current overtime rate for that position. The District will reimburse tuition for all required continuing education paid by a Paramedic.

25.02 Malpractice Insurance: the District shall provide at its expense, "Professional Health Care Provider Insurance," for paramedics and other firefighters. The dollar amount will be based on the District's current policy, but will provide a minimum of one million dollars (\$1,000,000) per incident.

25.03 Paramedic Incentive Compensation: effective July 1, 2005 any employee at the rank of Engineer who continuously retains obtains his/her paramedic license and has at least two years of employment and one year of paramedic license shall receive an additional \$2,400 in compensation. This compensation will be remitted annually and separately upon verification of license and time in service. Each employee shall notify the Operations Chief by the 15th of each quarter ending (i.e., March, June, September, and December) before payment can be remitted. Payment will be remitted pursuant to the payroll Administrative guidelines.

25.04 Preceptor Pay: Mentors and/or preceptors for paramedic trainees shall be granted five hundred dollars (\$500) for each trainee assigned to the employee as approved and/or required by the District, paid upon completion of the training assignment.

25.05 A Firefighter/Paramedic shall have the option to decertify as a Paramedic upon promotion to the rank of Engineer or Captain.

ARTICLE XXVI WORK OUT-OF-GRADE

26.01 The term "work out-of-grade" shall be defined as the performance of significant duties in one classification by an employee in a classification with a lower compensation range.

26.02 If a vacancy exists and if an employee is required to work out-of-grade to fill such vacancy for more than two (2) consecutive hours, the employee shall be compensated for such out-of-grade assignment.

26.03 An employee eligible for out-of-grade pay shall be granted a ten percent (10%) increase above his/her current base salary for one classification (Example: Engineer working as a Captain, and fifteen percent (15%) increase above his/her base salary for two (2) classifications (Example: Firefighter working as a Captain).

ARTICLE XXVII ASSIGNMENT TO ADMINISTRATIVE POSITION

27.01 This Article shall apply to members of the bargaining unit who are appointed, or assigned to an administrative position. *Note: This does not apply to any employee assigned to administration because of an on- or off-duty injury.*

27.02 Compensation

- a. The employee's hourly rate will be converted to a 40-hour workweek. The hourly rate will be adjusted as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. The employee will be granted a ten percent (10%) increase above his/her base salary.

27.03 Hours of Work

- a. The regular hours of work for an administrative position will consist of a 40-hour workweek. A flex-schedule may be offered under conditions identified by the employee's immediate supervisor and approved by the Fire Chief.
- b. Overtime may be required in order to complete assignments and/or complete additional tasks. This overtime shall be approved by the immediate supervisor prior to incurring the overtime.
- c. Employees will not be available to work overtime on days they are assigned to administration unless authorized by the Duty Chief. Employees are authorized to work up to 48 hours of overtime per week without prior approval on their scheduled days off.

27.04 Vacation Leave

- a. When an employee changes from one work schedule to another as a full time assignment, the employee's accrual rate and accumulated vacation bank will be adjusted in accordance with the ratio as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. Any previously scheduled vacation prior to appointment or assignment will be honored by the District. Any future vacation use shall be with the approval of the supervisor.

27.05 Holidays

- a. Per Article 16.02 the employee will be compensated for ½ of the holidays per the calendar year (120 hours). Employees will be expected to work five (5) of the holidays, or arrange their flex schedule so that their day off falls on the holiday. This scheduling is to be arranged with the supervisor. The holidays occurring prior to accepting this position will be considered as holidays worked. These holidays will be paid at the current hourly rate.

27.06 Physical Training

- a. In accordance with the MOU, physical training is a voluntary program and should be completed during non-work hours.

27.07 Emergency Response

- a. Members of the bargaining unit that are working a full time administrative position will remain subject to emergency call-backs.
- b. Members of the bargaining unit that are working a full time administrative position will not participate on a Stand-by Crew unless directed to do so by their immediate supervisor or by the Duty Chief.

27.08 Use of District Vehicles

- a. Members of the bargaining unit that are working a full time administrative position will be allowed the use of a district owned/leased/rented vehicle for the purpose of commuting to and from work and for business purposes. The value for the use of the vehicle will be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy. The District will report the value in the manner allowed by IRS regulations that has the least tax impact to the employee. This section may be modified based upon IRS regulations and the individual's administrative assignment.

27.09 Training

- a. Employees will be allowed to participate during normal business hours in any training that is scheduled or mandated in order to retain professional certificates or as otherwise deemed necessary by the immediate supervisor. Any additional schools, certificates, or classes must be approved by the immediate supervisor.

27.10 Return to Suppression

- a. Upon completion of the administrative assignment the employee will return to his/her previous rank held at the time of accepting the appointment unless the employee has been promoted to another position/rank. All seniority will continue as specified in the MOU.

ARTICLE XXVIII CALL BACK TO DUTY

28.01 Call Back Defined: call back work is defined as work required of an employee who, following completion of the employee's work day or work week and departure from the employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.

28.02 Call Back Compensation: employees who are called back shall receive a minimum of four (4) hours compensation.

28.03 Hours Defined: hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved of duty.

28.04 Stand-by Crews Defined: suppression personnel who have signed-up and agree to respond, as requested, for a twenty-four (24) hour tour of duty, or any portion thereof.

28.05 Standby Crew Compensation: personnel will receive \$100.00 per 24 hour tour of duty, or any portion thereof, except if a Stand-by Crew member accepts and works more than 20 hours of volunteer overtime during the stand-by tour.

28.06 A stand-by tour of duty shall begin at 0800.

ARTICLE XXIX LIFE INSURANCE

29.01 The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

ARTICLE XXX DISABILITY INSURANCE

30.01 The District shall provide long-term disability insurance.

ARTICLE XXXI PHYSICAL TRAINING

31.01 The physical training program shall continue to be a voluntary program.

ARTICLE XXXI MANDATORY MESS

32.01 All members of the fire suppression bargaining unit (on shift) shall participate in a mandatory mess. There will be no District contributions. Exceptions to this article for participation shall only be for religious, dietary, or medical reasons.

ARTICLE XXXIII FAIR LABOR STANDARDS ACT (FLSA)

33.01 The District claims a 7k exemption for the purpose of establishing a work period. It will consist of a 24-day cycle, meaning that overtime provisions become applicable to non-exempt employees after 182 hours have been worked in that specific work period. For the purpose of calculating overtime, use of vacation, jury duty, and sick leave, including bereavement leave, shall be considered as time worked. Any work time lost due to a work related injury shall also be considered as time worked.

33.02 The District will continue the use of time cards for non-exempt employees. Time cards will be submitted on the day following the end of the work period.

33.03 If any provisions of the Fair Labor Standards Act are held to be non-applicable to fire service personnel, the conditions imposed as a result of the act will be null and void. A re-opener of negotiations will occur at that time.

ARTICLE XXXIV SEVERABILITY

34.01 This Memorandum is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments and deletions necessary to conform to the purpose, intent and application of the provision of this Memorandum.

34.02 If any article or section of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 9, 2013.

[Signatures next page]

James H Ashcraft
President, Board of Directors

David Livingstone
Captain

Randall Malin
Member, Board of Directors

David McQuead
Captain

Nicholas Brandow
Engineer

Brian Schmid
Firefighter Paramedic

EXHIBIT A

The following wage schedule becomes effective *January 1, 2013*

1-Jan-13					
Firefighter/Paramedic	A	B	C	D	E
Hourly	\$23.227	\$24.388	\$25.608	\$26.888	\$28.233
OT Rate	\$34.841	\$36.583	\$38.412	\$40.332	\$42.349
Semi Monthly	\$2,894	\$3,038	\$3,190	\$3,350	\$3,517
Monthly	5,787	6,077	6,381	6,700	7,035
Annual	69,449	72,922	76,568	80,396	84,416
Engineer	A	B	C	D	E
Hourly	\$23.676	\$24.859	\$26.102	\$27.407	\$28.778
OT Rate	\$35.513	\$37.289	\$39.153	\$41.111	\$43.167
Semi Monthly	2,950	3,097	3,252	3,415	3,585
Monthly	5,899	6,194	6,504	6,829	7,170
Annual	70,790	74,329	78,046	81,948	86,046
Captain	A	B	C	D	E
Hourly	\$27.245	\$28.607	\$30.037	\$31.539	\$33.116
OT Rate	\$40.867	\$42.910	\$45.056	\$47.309	\$49.674
Semi Monthly	3,394	3,564	3,742	3,929	4,126
Monthly	6,788	7,128	7,484	7,859	8,251
Annual	81,462	85,535	89,812	94,302	99,017

RESOLUTION 2013-02

A Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting a Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Employees Association

This Memorandum of Understanding, hereinafter referred to as the "MOU", is by and between the Rancho Santa Fe Fire Protection District, hereinafter referred to as the "District", and the Rancho Santa Fe Employees Association, hereinafter referred to as "Association", and is intended to outline the term of the contract for wages, hours, and working conditions for the group of employees identified

WHEREAS, the authorized representatives of the District and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq. for a successor MOU; and

WHEREAS, the District and the Association representatives acknowledge that the District and Association reached agreement on matters within the scope of representation and prepared a written MOU.

WHEREAS, the Association has agreed and ratified the MOU; and

WHEREAS, the District's representatives have recommended that the Board of Directors adopt MOU.

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term January 1, 2013 through December 31, 2013.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 9, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Karlana Rannals
Secretary



Memorandum of Understanding

Between

Rancho Santa Fe Fire Protection District
And
Rancho Santa Fe Fire Protection District
Employees Association

Effective January 1, 2013
Expires December 31, 2013

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MEMORANDUM OF UNDERSTANDING

RANCHO SANTA FE FIRE PROTECTION DISTRICT

and

RANCHO SANTA FE FIRE PROTECTION DISTRICT EMPLOYEES ASSOCIATION

ARTICLE I – PREAMBLE

- 01.01 This Memorandum of Understanding (MOU) is made and entered into this 1st day of July 2006 by and between the *Rancho Santa Fe Fire Protection District* (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Fire Protection District Employee Association (hereinafter referred to as "Association").
- 01.02 This MOU is entered into pursuant to the Meyers-Milias-Brown (MMB) Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.
- 01.03 It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Association to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.
- 01.04 Representatives of the District and the Association have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.
- 01.05 This MOU is the sole and exclusive document for classifications identified in this Agreement between the District and the Association. This MOU shall supersede all previous agreements and resolutions.

ARTICLE II – RECOGNITION

- 02.01 The District recognizes the Association as the official representative for all positions listed below.
- 02.02 Current classifications assigned to the bargaining unit are:
- a. Accounting Specialist
 - b. Deputy Fire Marshal
 - c. Fire Prevention Specialist
 - d. Fire Prevention Specialist II/Forester
 - e. Public Education Coordinator
 - f. Staff Assistant
 - g. Office Support Coordinator

02.03 All provisions and benefits of this Agreement shall be applicable only to employees in positions in the above-mentioned bargaining unit.

ARTICLE III – IMPLEMENTATION

03.01 This MOU constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of the Association. However, this MOU is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV – TERM

04.01 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article III: Implementation, are fully met; but in no event shall said MOU become effective prior to 12:01 am on January 1, 2013. MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2013. Unless otherwise indicated in the agreement, all terms of employment and benefits shall be in full force and effect for the term of the agreement, circumstances beyond the control of the employer accepted.

ARTICLE V – RENEGOTIATION

05.01 Renegotiation: In the event the Association or the District desires to meet and confer on the provisions of a successor MOU, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor MOU. Should the meet and confer process for a successor MOU exceed the term of this Agreement, all terms and conditions of this MOU shall be continued until an agreement is reached.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

05.03 It is agreed that under special circumstances, and with the approval of the Association, employee, and District, each employee will have the right to negotiate individually with the Rancho Santa Fe Fire Protection District his/her work hours and number of days of work each week, and the duration of the request. An employee may choose to use an authorized Association representative to negotiate those hours and days of employment.

ARTICLE VI – MANAGEMENT RIGHTS

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the District, its properties, and facilities.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB Act 3500 ET seq. or other statutes.

ARTICLE VII – EMPLOYEE RIGHTS

- 07.01 It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:
- a. The rights to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the District or not to join or participate in the activities of any organization.
 - b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
 - c. The right to represent himself/herself individually in his/her employee relations with the District or through an authorized Association representative. The representative shall not interfere with normal work operations of the District.

ARTICLE VIII – ASSOCIATION ACCESS

08.01 Authorized Association representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Association concerning business within the scope of representation. Association representatives shall not interfere with the work operations of the District.

08.02 Association representatives have the right to meet with employees during coffee, rest, or lunch breaks at District facilities as may be available.

- 08.03 It is agreed that the Association may use District facilities to conduct general meetings when such facilities are available and with the approval of the Fire Chief.
- 08.04 Bulletin Board: It is agreed that the District will allow bulletin boards in agreed upon places, including e-mail, for the use of the Association in posting appropriate notices and announcements of meetings, elections, social activities, and any other Association official business.

ARTICLE IX – GENERAL PROVISIONS

- 09.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.
- 09.02 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article XXVI: Grievances.
- 09.03 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.
- 09.04 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to two (2) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.
- 09.05 Association Business: The District agrees to provide reasonable time off without loss of pay for up to two (2) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.
- 09.06 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE X – HOURS OF EMPLOYMENT

10.01 Established work hours for District employees assigned to Administration shall normally be 8:00 a.m. to 5:00 p.m., unless alternative hours are established.

ARTICLE XI – WAGES

11.01 Pay rate for all employees will be expressed and paid as an hourly rate. (Note: Approximate monthly compensation is provided as information only.) Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.

11.02 Wage Schedule: Hourly Wage Schedules for January 1, 2013 through December 31, 2013 for all positions covered by this MOU are shown in Appendix A.

11.03 Overtime Compensation Rate: Compensation rate shall be paid in accordance with Article XII of this MOU.

11.04 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

ARTICLE XII – OVERTIME COMPENSATION

12.01 Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or work week for that class. This overtime shall be compensated by cash payment under the provisions below. Paid leave shall be considered time worked for the purposes of calculating overtime.

12.02 In accordance with the Fair Labor Standards Act, non-exempt employees will receive time and one-half for all hours in excess of 40 hours in any workweek.

12.03 The smallest unit of overtime shall be one-quarter hour.

12.04 All employees covered by this MOU are subject to be recalled to work in the event of emergencies or unusual conditions as determined by the Fire Chief or designee. Recalled may be defined as an employee that is requested to return to the workplace from home or another location. Employees who are called back shall receive a minimum of two (2) hours compensation. Hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved from duty.

12.05 The employee may elect to receive authorized Compensatory Time Off (CTO) in lieu of overtime pay. CTO shall be credited at a rate of one and one half hours earned to one overtime hour worked. A maximum of 80 hours may be accumulated, after which said employee must accept overtime pay in lieu of accruing additional compensatory time. Upon request, an employee may elect to cash out unused Compensatory Time Off once

a year. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected. This will be paid separately with the November 30 paycheck.

ARTICLE XIII – RETIREMENT

13.01 Retirement: the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit - Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

13.02 All employees enrolled in the CalPERS 2.7% @ 55 plan, the employee will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

13.03 For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

- a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

13.04 All employees enrolled in the PERS 2.5% @ 55 plan, the employee will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth level.

13.05 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

13.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

ARTICLE XIV – VACATION ACCRUAL

14.01 Vacation accrual for all positions shall be based upon years of service in accordance with the following:

0 - 5 years	80 hours annually
6 - 10 years	120 hours annually
11 - 15 years	136 hours annually
16 - 20 years	160 hours annually
21+ years	200 hours annually

14.02 All new employees are eligible to use any accrued vacation upon completion of twelve (12) months of service.

14.03 Should the employee not use any available time off with pay during the calendar year, the employee will be allowed to carryover into the next calendar year(s).

ARTICLE XV – HOLIDAYS

15.01 For the purpose of this Article, the legal "holiday" shall mean and include the following days:

- a. New Years Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President's Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day
- j. Christmas Day (December 25)
- k. Floating Holiday

ARTICLE XVI – SICK LEAVE

16.01 Employees shall accrue sick leave at the rate of 8 hours per month or 96 hours per year. Sick leave shall be accumulated with no maximum accrual.

16.02 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

16.03 Definition of "Immediate Family" – Immediate family shall include employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

ARTICLE XVII – COURT LEAVE (JURY DUTY)

- 17.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or leave of absence without pay.
- 17.02 All jury duty fees received except for expenses shall be returned to the District.
- 17.03 To insure proper coverage, an employee who receives a notice of jury duty shall, within 72 hours of receipt of notice, notify and present the notice to their supervisor.

ARTICLE XVIII – BEREAVEMENT LEAVE

- 18.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed three (3) days. For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against accrued sick leave.

Refer to Article XVI: SICK LEAVE, section 16.03 for definition of immediate family. This definition also applies to the spouse's immediate family.

ARTICLE XIX – LEAVE OF ABSENCE WITHOUT PAY

- 19.01 Upon approval of the employee's supervisor, an employee may be granted leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the District, for a period of not to exceed thirty (30) days.
- 19.02 Leave of absence is unpaid leave and not approved for an employee to seek gainful employment.
- 19.03 Leave of absence without pay may be granted after all paid leave available has been used.

ARTICLE XX – HEALTH INSURANCE

- 20.01 The District shall remit Insurance premiums for HMO medical and HMO dental insurance for the District's employees and their dependents. Effective July 1, 2006 the District shall pay an amount equal to the premium cost of the family rate, up to \$1,000 per month.
- 20.02 If the premiums for medical and dental insurance exceed \$1,000 per month, the employee and District agree to share the cost difference 50/50. The District shall establish a capped rate equal to the cost of Health Net HMO (family rate) and HMO dental (family rate) of \$1,000, plus the shared cost difference 50/50 that exceeds \$1,000.
- 20.03 Any unused premium may be used for medical/dental expenses as defined by Administrative Policy for a maximum period of 24 months. After the 24-month period

expires, 100% of any unused premium shall be transferred to the employee's Retirement Health Savings Account.

- 20.04 Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District. If no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employees medical reimbursement account. Unused premiums shall be transferred to the employees HRSA per the provisions in 20.03.
- 20.05 District employees, upon retirement, at no additional cost to active employees or to the District, shall be allowed to remain on the group medical plan. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost. The Association understands that the premium for a retired employee may be higher than that of an active employee. At age 65, the retiree may have additional options available.
- 20.06 Medicare-Eligible Retirees: The District may offer one or more Medicare supplement plans. The retiree will be responsible for the entire premium and a two percent (2% administrative cost.

ARTICLE XXI – RETIREMENT HEALTH SAVINGS ACCOUNT

- 21.01 All Employees covered by this agreement shall be required to participate in a District administered Retirement Health Savings Account (RHSA). The following terms apply:
- a. Effective July 1, 2006 a monetary contribution will be made by the District in an amount of \$25 per employee per month.
 - b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).
 - c. If the employee has 480 hours of unused sick leave, then at the end of each calendar year 50 percent of the unused sick leave, (96 minus sick leave used) will be contributed to the RHSA at hourly rate.

ARTICLE XXII – LIFE INSURANCE

- 22.01 The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

ARTICLE XXIII – LONG-TERM DISABILITY INSURANCE

- 23.01 The District shall provide a Long-Term Disability plan for the employee.

ARTICLE XXIV – UNIFORMS

- 24.01 District shall provide uniforms to employees for certain positions as identified by the Fire Chief. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

ARTICLE XXV – TUITION REIMBURSEMENT

25.01 The Fire District may grant tuition reimbursement for community college or university level courses that provide professional development within and outside the employee’s field of expertise. All training programs will be developed and pre-approved between the employee and their supervisor. All courses must be approved in advance and achieve a passing grade of “C” or better for reimbursement. Reimbursement for textbooks may be granted, however, they may become the property of the District, if the District pays for them.

ARTICLE XXVI – GRIEVANCES

26.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a MOU, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

26.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this MOU alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information, which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.
- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

26.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant’s immediate supervisor. A grievance filed with

the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.

- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale, which are to be submitted by the grievant to the Board of Directors, shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation.

ARTICLE XXVII – DISCHARGE OR OTHER DISCIPLINARY ACTION

27.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

27.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article XXIX – GRIEVANCES, following a hearing before the Chief or his/her designated representative.

ARTICLE XXVIII – SEVERABILITY

28.01 This MOU is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent, and application of the provision of this MOU.

28.02 If any article or section of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

ARTICLE XXIX – SENIORITY PROVISIONS

29.01 Seniority Defined:

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

29.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 1. Absences during authorized vacation or authorized sick leave.
 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 3. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 4. Absence on leave made necessary by injuries sustained in the line of duty.
 5. Absence made necessary by injuries sustained in the course of employment by the District.
 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

29.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.
- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the

relative position of such employees on the eligibility list from which said employees were appointed.

ARTICLE XXX – REDUCTION IN FORCE

30.01 Reduction in force shall be based on seniority unless the employee has received an unsatisfactory rating or below, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority may be used as the criteria’ starting with the least senior employee in the position.
- b. When re-strengthening the District, all those affected by the reduction in force may be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- c. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 9, 2013.

TEAM MEMBERS
RANCHO SANTA FE
FIRE PROTECTION DISTRICT

TEAM MEMBERS
RANCHO SANTA FE FPD
EMPLOYEES ASSOCIATION

James H. Ashcraft, President
Board of Directors

Dina Bussey, Accounting Specialist
RSFFPD Employees Association

Randall Malin, Member
Board of Directors

Renee Hill, Deputy Fire Marshal
RSFFPD Employees Association

APPENDIX A

The following schedule effective since – January 1, 2013

Fire Prevention Specialist	A	B	C	D	E
Hourly	\$29.399	\$30.869	\$32.412	\$34.033	\$35.734
OT Rate	\$44.098	\$46.303	\$48.618	\$51.049	\$53.601
Semi Monthly	\$2,548	\$2,675	\$2,809	\$2,949	\$3,097
Monthly	\$5,096	\$5,351	\$5,618	\$5,899	\$6,194
Annual	\$61,149	\$64,207	\$67,417	\$70,788	\$74,327
Public Education Coordinator	A	B	C	D	E
Hourly	\$30.141	\$31.648	\$33.230	\$34.891	\$36.636
OT Rate	\$45.211	\$47.471	\$49.845	\$52.337	\$54.954
Semi Monthly	\$2,612	\$2,743	\$2,880	\$3,024	\$3,175
Monthly	\$5,224	\$5,486	\$5,760	\$6,048	\$6,350
Annual	\$62,692	\$65,827	\$69,118	\$72,574	\$76,203
Office Support Coordinator	A	B	C	D	E
Hourly	\$21.246	\$22.308	\$23.424	\$24.595	\$25.825
OT Rate	\$31.869	\$33.462	\$35.135	\$36.892	\$38.737
Semi Monthly	\$1,841	\$1,933	\$2,030	\$2,132	\$2,238
Monthly	\$3,683	\$3,867	\$4,060	\$4,263	\$4,476
Annual	\$44,192	\$46,401	\$48,721	\$51,157	\$53,715
Accounting Specialist	A	B	C	D	E
Hourly	\$25.950	\$27.248	\$28.610	\$30.041	\$31.543
OT Rate	\$38.925	\$40.872	\$42.915	\$45.061	\$47.314
Semi Monthly	\$2,249	\$2,361	\$2,480	\$2,604	\$2,734
Monthly	\$4,498	\$4,723	\$4,959	\$5,207	\$5,467
Annual	\$53,977	\$56,676	\$59,509	\$62,485	\$65,609
Staff Assistant	A	B	C	D	E
Hourly	\$22.902	\$24.047	\$25.249	\$26.512	\$27.837
OT Rate	\$34.353	\$36.070	\$37.874	\$39.768	\$41.756
Semi Monthly	\$1,985	\$2,084	\$2,188	\$2,298	\$2,413
Monthly	\$3,970	\$4,168	\$4,377	\$4,595	\$4,825
Annual	\$47,636	\$50,018	\$52,519	\$55,144	\$57,902
Fire Prevention Specialist II/Forester	A	B	C	D	E
Hourly	\$32.339	\$33.956	\$35.653	\$37.436	\$39.308
OT Rate	\$48.508	\$50.933	\$53.480	\$56.154	\$58.962
Semi Monthly	\$2,803	\$2,943	\$3,090	\$3,244	\$3,407
Monthly	\$5,605	\$5,886	\$6,180	\$6,489	\$6,813
Annual	\$67,264	\$70,628	\$74,159	\$77,867	\$81,760
Deputy Fire Marshal	A	B	C	D	E
Hourly	\$38.719	\$40.655	\$42.688	\$44.822	\$47.063
OT Rate	\$58.078	\$60.982	\$64.031	\$67.233	\$70.595
Semi Monthly	\$3,356	\$3,523	\$3,700	\$3,885	\$4,079
Monthly	\$6,711	\$7,047	\$7,399	\$7,769	\$8,158
Annual	\$80,535	\$84,562	\$88,790	\$93,230	\$97,891