



**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 11, 2012
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. Roll Call

2. Special Presentation

a. Badge Presentations

Presentation of Fire District Badges by Fire Chief Michel will be presented to:

- Brian Slattery, Captain
- Paul Lorenzo, Engineer

b. Introduction

Introduce Firefighter/Paramedic

- Troy Duncan
- Timothy Bryant

3. Public Comment

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

All items listed on the Consent Calendar are 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

c. Board of Directors Minutes

- i) Board of Directors minutes of December 14, 2011

ACTION REQUESTED: **Approve**

d. Receive and File

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

(1) List of Demands

Check 22446 thru 22505 for the period December 1 – 31, 2011 totaling: \$471,620.62

Payroll for the period December 1 – 31, 2011 \$ 500,943.99

TOTAL DISTRIBUTION \$ 971,564.61

(3) Activity Reports – December 2011

- Operations
- Training
- Fire Prevention
- Fairbanks Ranch Station Replacement
 - Construction Change Orders

(4) District Articles

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

- Karie
- Wungarten
- Kahn

6. Oral Report

a. Fire Chief – Michel

- i) Fairbanks Ranch Replacement Fire Station – Update
- ii) CPR Class
- iii) District Activities

b. Operations – Deputy Chief Ward

c. Training – Battalion Chief Davidson

d. Fire Prevention - Fire Marshal

e. Administrative Manager – Rannals

f. Board of Directors

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

7. Old Business

- a. None

8. New Business

- a. None

9. Resolution/Ordinance

a. Resolution No. 2012-01

To adopt Resolution No. 2012-01 *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**

10. Closed Session

- a. With respect to every item of business to be discussed in closed session pursuant to section 54956.9:
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Name of Case: REXEL, INC. – Case No. 37-2011-00102622
NOTE: this item will be discussed time certain at 2:00 pm and legal counsel will participate via conference call.
- b. 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 Miscellaneous Employees
Unrepresented Employees: Fire Chief; Fire Marshal; Battalion Chief (3); Administrative Manager
Under Negotiation: A successor Memorandum of Understanding/Compensation Resolution
- c. With respect to every item of business to be discussed in closed session pursuant to Section 54957:
PUBLIC EMPLOYMENT
Title: Fire Chief

11. Adjournment

RANCHO SANTA FE FIRE PROTECTION DISTRICT
Board of Directors Regular Meeting – Agenda
Wednesday, January 11, 2012 1:00 pm PST

CERTIFICATION OF POSTING

I certify that on January 6, 2012 a copy of the foregoing agenda was posted on the District's website and near the regular 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 6, 2012

Karlana Rannals

Karlana Rannals
Board Clerk



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
REGULAR MEETING BOARD OF DIRECTORS
MINUTES – December 14, 2011**

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:00 pm.

Pledge of Allegiance

Deputy Chief Darren Ward led the assembly in the *Pledge of Allegiance*.

1. Roll Call

Directors Present: Ashcraft, Hickerson, Hillgren, Malin, Tanner

Directors Absent: None

Staff Present: Tony Michel, Fire Chief; Darrin Ward, Deputy Chief; Mike Gibbs, Battalion Chief; Chris Galindo, Administrative Captain; Renee Hill, Fire Prevention Specialist; Mary Murphy, EMS Coordinator; and Karlena Rannals, Board Clerk

2. Public Comment

No one requested to speak to the Board.

3. Special Presentation/Recognition

Chief Michel informed the Board that Mary Murphy was selected as a recipient for the California Emergency Medical Services Authority Meritorious Service Award. Mary was recognized for providing superior EMS coordination, education and leadership in San Diego County.

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

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR TANNER, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions/ordinances.

5. Consent Calendar

MOTION BY DIRECTOR HILLGEN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve the Consent Calendar as submitted.

a. *Board of Directors Minutes*

i) MOTION BY DIRECTOR HILLGEN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve the following:

(1) Board of Directors minutes of October 12, 2011

(2) Board of Directors minutes of October 31, 2011

b. *Receive and File*

MOTION BY DIRECTOR HILLGEN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to and file:

i) Monthly/Quarterly Reports

(1) List of Demands

Check 22323 thru 22445 for the period November 1 – 30, 2011 totaling:	\$ 649,767.18
Payroll for the period November 1 – 30, 2011	<u>\$ 635,048.99</u>
	\$1,284,816.17

(2) Activity Reports – November 2011

- Fire Prevention
- Operations
- Training
- Fairbanks Ranch Station Replacement
 - Construction Change Order

(3) Travel Reports – November 2011

- Michel – Cal Chiefs Conference (Riverside, CA September 2011)
- Michel – CalPERS Conference (Long Beach, CA October 2011)
- Hillgren – CalPERS Conference (Long Beach, CA October 2011)

(4) District Articles

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

- Bylund
- Duns
- Richmond
- Thurman
- Perry

c. *Approved Change Order Requests – Fairbanks Ranch Fire Station Replacement Project*

MOTION BY DIRECTOR HILLGEN, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to ratify the action approved by the Fire Chief in November 2011 for the following:

Change Request Order No. 920030 – The installation of additional cantilever deck beams. The cost of this added changed to the contract amount is \$11,914.00; and

Change Request Order No. 920040 – The fabrication and installation of metal flashing at exhaust curbs in the mechanical well and “L” metal for waterproofing at the wall/deck transitions. The cost of this added change to the contract amount is \$1,218.00

6. Oral Report

a. *Fire Chief – Michel*

- i) Fairbanks Ranch Replacement Fire Station – Update: Captain Galindo distributed an update on project. The contractor has given a revised substantial completion date of January 4, 2012. He anticipates the final notice of completion for the next board meeting.
- ii) Cooperative Efforts – Update: Michel – he participated in two leadership meetings with the coastal cities. The next meeting is scheduled for December 20, 2011 to obtain input for all Chief Officers.

- iii) LAFCO – Special Districts Election – Preliminary Results: Michel informed the board that the results included in the agenda material is for information only.
- iv) District Activities
 - (1) Holiday Party: reminded the board of the event on December 17, 2011 @ Jolly Roger in Oceanside.
- b. *Operations – Chief Ward*
 - i) Chief Ward summarized the following significant calls that District personnel responded to:
 - (1) Brush Fire: approximately five acres on the border of 4S Ranch and San Diego City (in the SantaLuz area).
 - (2) Rescue vehicle accident at Via Del La Valle and El Apajo
 - (3) Stressful/Emotional Incident – a critical incident debrief is planned for the emergency response personnel.
 - ii) Mike Daigle, Encinitas was selected to fill the vacant Deputy Chief position
 - iii) Distributed a monthly weather outlook for December
- c. *Training – Battalion Chief Davidson*
 - i) Chief Gibbs summarized the following training activity for all personnel:
 - (1) Rapid Intervention Crew (RIC) Training
 - (2) High angle rescue
 - ii) Personnel
 - (1) New hire academy started November 28th with two Firefighter/Paramedics:
 - Troy Duncan
 - Tim Bryant
 - (2) Captain Dan Carey announced his retirement effective December 30, 2011. He joined the Fire District July 1, 1980 and served continuously for of 31½ years.
 - (3) Personnel are participating in the new hire testing with 62 applicants
- d. *Fire Prevention - Fire Marshal*
 - i) Fire Prevention Specialist Renee Hill summarized the staff activity:
 - (1) New construction: dropped from the previous month. Construction consisting of large remodels or additions
 - (2) Weed abatement: to date, 40 notices have been sent and two were forced abated
 - (3) Del Dios Gorge: work will began November 14th to eradicate all invasive species. To date 535 trees have been removed
- e. *Administrative Manager – Rannals*
 - i) No report
- f. *Board of Directors*
 - i) North County Dispatch JPA – Update: Ashcraft: meeting held December 1, 2011. The auditor presented the FY11 audit report.
 - ii) County Service Area – 17 – Update: Hickerson: reported that an “at-large” member resigned from the advisory board and he is recommending John Tanner as a candidate for replacement
 - iii) Comments

Ashcraft: inquired about calling 9-1-1 and how the medics obtain medical and prescription information. The Vial of Life was discussed. Chief Michel will provide more information about the program at a future meeting.

7. Old Business

a. None

6. New Business

a. *Change Order Request No. 920040 – Requested El Apajo Road Improvement*

Chief Galindo summarized the staff report provided. He reported that the additional work significantly increased the number of pot holes and trenching which also expanded the number of continuous road and curb patching that would be required in order to repair the roadway in front of the fire station. Also, the inspector assigned to this project has also requested a slurry seal application to 15,750 square feet of roadway which was not included on the original project specification during the bidding process. The project's architect and civil engineer have reviewed the requested changes submitted by Ledcor and recommended that the District approve the additional work related to the El Apajo roadway improvements.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR HILLGREN, CARRIED 5 AYES; 0 NOES; 0 ABSENT to approve Change Order Request No. 920040 in the amount of \$26,281.00 for additional El Apajo roadway improvements requested by San Diego County for the Fairbanks Ranch Replacement Project.

b. *Independent Auditor's Report FY 2010/2011*

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 FY11. 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 HICKERSON, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to accept the FY 2010/2011 independent audit prepared by Charles Z. Fedak CPA & Company as presented.

c. *Long Range Financial Plan*

Director Malin reviewed with the Board the assumptions used to develop the updated long-range plan. He reminded the board members that the District should have enough cash on hand to get through to the first major tax distribution scheduled for December 15 to cover operation costs. At the conclusion of his presentation, he informed the Board that the District's cash position will be lower, if the conservative assumptions remain on target, and all anticipated building projects will be completed. Director Malin responded to questions from the Board.

d. *Staff Reorganization*

Chief Michel summarized the staff report provided. He reported that the recruitment was not successful in determining a candidate. As a result, it created an opportunity to analyze the current organizational structure, evaluate, and determine any areas for improvement. The bureau's current structure was established to meet the needs of a rapidly growing community that had specific areas of need due to that growth. With a slowdown in construction and two vacancies in the prevention bureau, there is an opportunity to reorganize and create a fire prevention bureau that will meet the needs of the future based on the current growth of the community.

He presented for consideration a new organizational structure for the prevention bureau that offers prevention personnel a defined career path and also allows more opportunities for individuals to be better cross-trained in all aspect of the bureau. This proposed structure provides efficiency, flexibility, and cost savings for the organization to grow and meet future needs of the District. The management team recommends a two-phase approach to this transition which includes:

Phase One 1) Test and promote suppression Captain to the rank of Battalion Chief/Fire Marshal to manage and coordinate the day-to-day operations of the fire prevention bureau. This would be a management exempt position that would also have limited Human Resource responsibilities; 2) Test and promote one current person in the fire prevention bureau to the rank of Deputy Fire Marshal to oversee and supervise the remaining personnel in the bureau; 3) Eliminate one Fire Prevention Specialist position from the Board approved authorized list of personnel; 4) Reclassify the *Public Relations Coordinator* position to *Public Education Coordinator* and move this position to report directly to the Fire Chief.

Phase Two 1) Through attrition, eliminate or hire positions based on the current conditions and/or needs.

Director Hillgren requested that the minutes include her statement "that the managers did not use the recruitment to fill the vacant fire marshal position, not that the recruitment was unsuccessful." She believes that the recruitment process was successful in determining qualified candidates, just not the right person to fill the vacant position. Staff responded to questions from the board.

MOTION BY DIRECTOR HICKERSON, SECOND BY DIRECTOR MALIN, CARRIED 5 AYES; 0 NOES; 0 ABSENT; 0 ABSTAIN to approve staff's recommendation, as presented, for a two-phase transition to a new organizational structure for the fire prevention bureau.

7. Resolution/Ordinance

a. Resolution No. 2011-08

Ms. Rannals summarized the staff report provided which establishes committed and/or constrained fund balances for FY12. She reported that at the completion of the independent audit, staff evaluates the District's equity (or fund balance) to ensure the appropriate reserves are

allocated to meet the constraints of GASB 54, in addition to the long and short term financial needs of the District. Resolution No. 2011-08 meets GASB 54 criteria and Exhibit A reallocates the unassigned fund balances to achieve the long and short-term financial needs.

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR TANNER, and APPROVED Resolution No. 2011-08 *entitled* a resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District establishing committed and/or Constrained Fund Balances for FY12 on a roll call vote:

AYES: Ashcraft, Hickerson, Hillgren, Malin, Tanner
NOES: None
ABSTAIN: None
ABSENT: None

Ten-minute recess

8. Closed Session

Pursuant to sections 54957.6 the Board met in closed session from 4:35 to 5:24 to discuss the following:

a. 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: A successor Memorandum of Understanding/Compensation Resolution

All board members listed and Chief Michel and Karlana Rannals attended the closed session

b. With respect to every item of business to be discussed in closed session pursuant to Section 54957:

PUBLIC EMPLOYMENT

Title: Fire Chief

All board members listed and Chief Michel attended the closed session

Upon reconvening, President Ashcraft reported all matters listed were discussed and there was no action taken.

9. Adjournment

Meeting adjourned at 5:27 pm.

Karlana Rannals
Secretary

James H Ashcraft
President

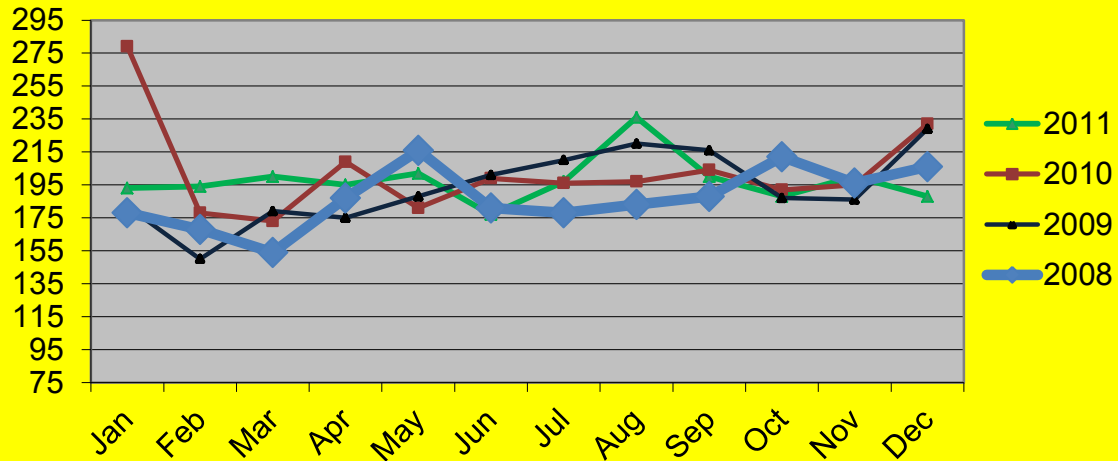
Check #	Amount	Vendor	Purpose
22446	\$354.00	Accme Janitorial Service Inc	Building - Monthly Service
22447	\$246.01	AT&T Calnet 2	Telephone
22449	\$200.00	Bennett, Luke D.	Certification
22450	\$97.50	C.A.P.F.	Disability/Life Insurance
22451	\$1,350.00	Charles Z Fedak & Company	Accounting-Audit Services
22452	\$2,279.00	County of SD/RCS	800 MHz Network Admin Fees
22453	\$903.11	Daniels Tire Service Inc	Vehicle Repair
22454	\$2,807.00	Design Space Modular Buildings Inc	FBR #3 Replacement
22455	\$890.48	Fitch Law Firm Inc	Legal Services
22456	\$4,058.00	Jeff Katz Architecture	FBR #3 Replacement
22457	\$111.04	Metro Fire & Safety Inc	Extinguishers
22458	\$16,336.11	Motorola Solutions Inc	Radio Equipment Replacement
22459	\$10,723.54	North County EVS Inc	Fleet Equipment Maintenance/Repair
22460	\$978.62	Olivenhain Municipal Water District	FBR #3 Replacement
22461	\$324.16	Pacific Coast Flag	Flags (State, USA)
22462	\$292.17	Rannals, Karlana	Admin - Meal/Lodging/Travel/Med Reimbursement
22463	\$144.49	RSFPFA	Office Supplies
22464	\$1,191.94	Santa Fe Irrigation District	Water
22467	\$12,582.79	The SoCo Group Inc	Gasoline & Diesel Fuel
22468	\$8,564.77	U S Bank Corporate Payment System	Cal-Card./IMPAC program
22469	\$1,201.52	Waste Management Inc	Trash Disposal
22470	\$5,500.00	WinTech Computer Services	Consulting Services
22471	\$237.00	Area-West Fence Co	Station Maintenance
22472	\$620.15	AT&T Calnet 2	Telephone
22474	\$568.69	Complete Office of California Inc	Office Supplies
22475	\$738.75	ESRI Inc	Computer - License/Software
22476	\$1,290.00	Garrett Electric Inc	Station Maintenance
22477	\$2,981.85	Guardian Life Insurance Co	Dental Insurance
22478	\$60,978.22	Health Net	Medical Insurance
22479	\$304.26	Home Depot, Inc	Hydrant/Station Maintenance
22480	\$195.00	Lynx Technologies Inc	Mapping Services (ERM)
22481	\$176.88	Napa Auto Parts Inc	Apparatus Parts & Supplies
22482	\$2,713.27	North County EVS Inc	Apparatus Tool/Equipment Replacement/Maintenance/Repair

Check #	Amount	Vendor	Purpose
22483	\$380.25	R J Safety Supply Co Inc	Gas Monitor Supplies
22484	\$2,627.58	San Diego Gas & Electric	Elec/Gas/Propane
22485	\$369.99	Savmart Pharmaceutical Service	CSA-17 - Supplies
22487	\$428.49	TelePacific Communications	Telephone
22488	\$28,211.80	Teleque on Fire	FBR #3 Replacement
22489	\$53.00	Terminix International	Building - Monthly Service
22490	\$7.25	U P S	Shipping Service
22491	\$123.55	AT&T	Telephone
22492	\$9,951.95	Dell Marketing	Computer/Printer Replacement
22493	\$86.99	Directv	FBR #3 Replacement
22494	\$142.50	Fitness Warehouse USA & SD Fitness Repair	Fitness Equipment Repair
22495	\$1,117.50	Garrett Electric Inc	Station Maintenance
22497	\$1,055.95	ICL Performance Products LP	Firefighting Foam
22498	\$26,573.40	Ledcor Construction C/O CB&T Escrow	FBR #3 Replacement
22499	\$239,160.60	Ledcor Construction Inc	FBR #3 Replacement
22501	\$3,725.55	San Diego Gas & Electric	FBR #3 Replacement
22503	\$479.68	The Lincoln National Life Ins Co	Disability/Life Insurance
22504	\$12.00	U P S	Shipping Service
22505	\$879.03	Uniforms Plus	Safety Clothing
Various	\$13,293.24	Various Vendors	Medical Reimbursement
Sub-total	\$470,620.62		
15-Dec-11	\$182,196.88	RSFFPD	Payroll
30-Dec-11	\$67,297.47	RSFFPD	Payroll
30-Dec-11	\$251,449.64	RSFFPD	Payroll
Sub-total	\$500,943.99		
TOTAL	\$971,564.61		

December 2011 Operations Report

Rancho Santa Fe Fire Protection District Incident Response Report

Four Year Monthly Response Comparison



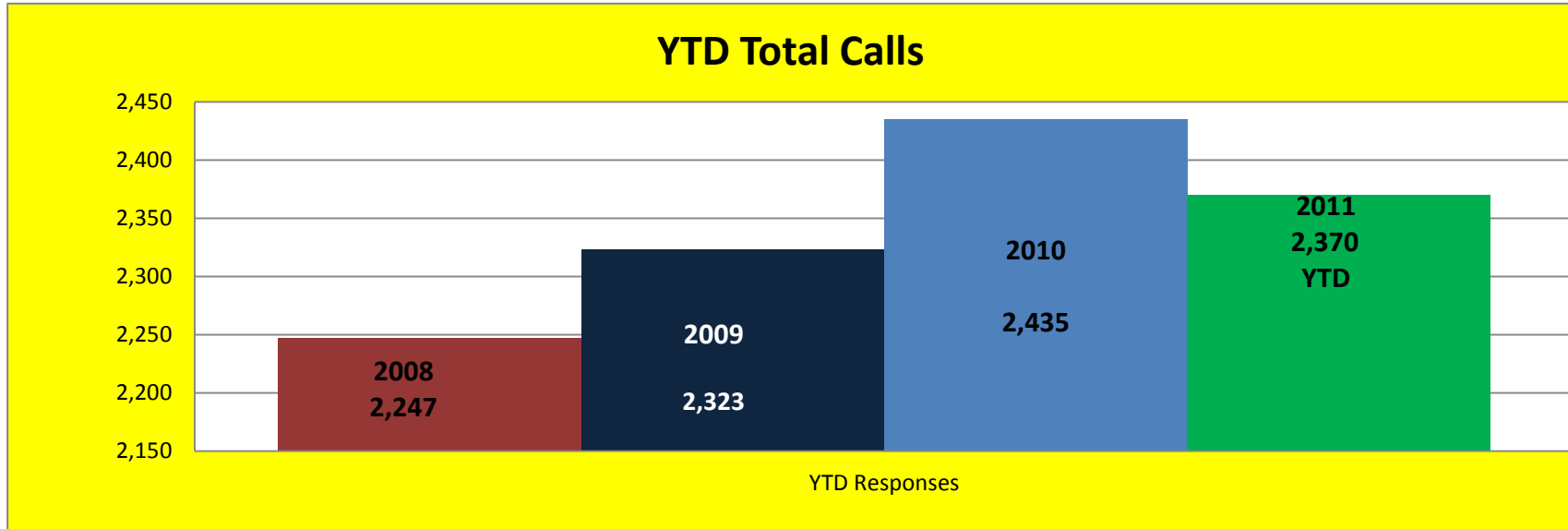
2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	193	194	200	195	202	177	197	236	200	188	200	188	2,370
YTD	193	387	587	782	984	1,161	1,358	1,594	1,794	1,982	2,182	2,370	-2.67%

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	4.8% 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	3.4% increase

2008	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
Responses	178	168	154	187	216	181	178	183	188	212	196	206	2,247
YTD	178	346	500	687	903	1,084	1,262	1,445	1,633	1,845	2,041	2,247	2.7% decrease

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



Incident Summary by Incident Type

Date Range: From 12/1/2011 To 12/31/2011

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	11	11	00:05:58	\$2,500.00	\$2,500.00
EMS/Rescue	93	92	00:05:41	\$0.00	\$0.00
Hazardous Condition	6	5	00:05:38	\$0.00	\$0.00
Service Call	17	5	00:07:39	\$0.00	\$0.00
Good Intent	41	8	00:05:16	\$0.00	\$0.00
False Call	20	18	00:07:10	\$0.00	\$0.00
Blank or Invalid	8	0		\$0.00	\$0.00
Totals	196	139		\$2,500.00	\$2,500.00

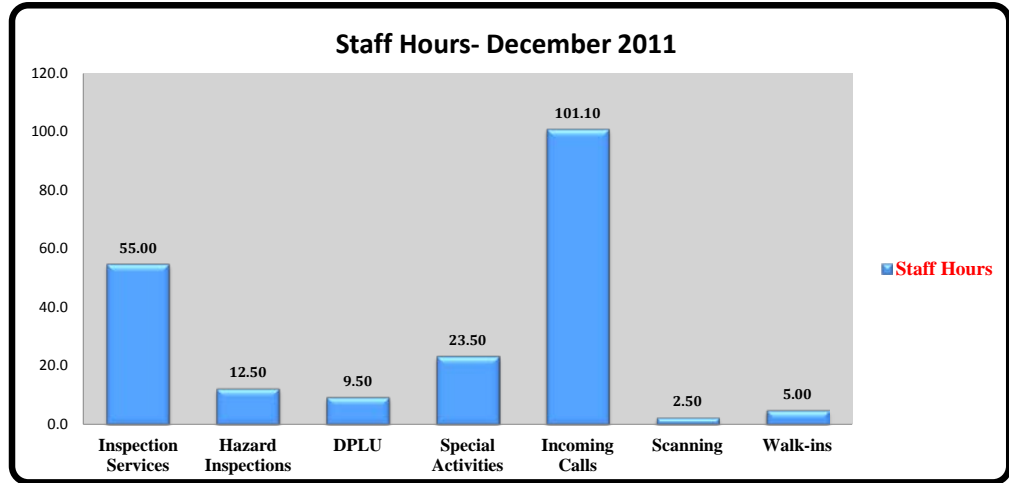
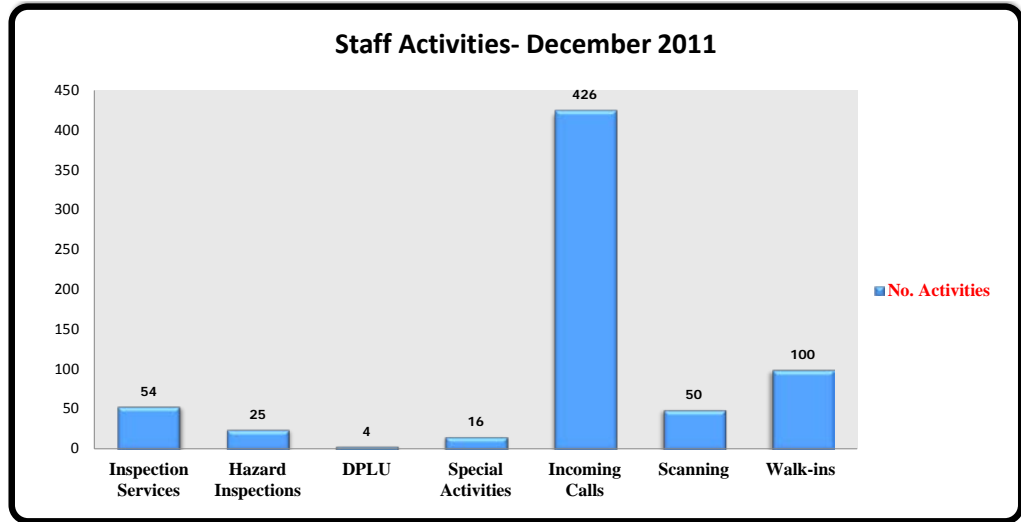
Note: The incident count used in averages does not include the following:

Not Completed incidents, Mutual Aid Given, Other Aid Given, Cancelled in Route, Not Priority, Fill-In Standby, No Arrival and Invalid Dates/Times.

December 2011

December 2011							January 2012						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30	31				

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Nov 27 - Dec 3	Nov 27	28	29	30	Dec 1	2	3
					B Shift 7:00am 4:30pm 2613 - PM (RSF 4) 8:00am 9:00am 2614 P 8:30am 9:30am E2511 3:30pm 7:00pm JPA Bo	A Shift	B Shift
Dec 4 - 10	4	5	6	7	8	9	10
	C Shift 11:00am 4:00pm Del Mar Holidays in the Village (CDM and 15TH Street) - Activity	B Shift 7:00am 4:30pm 2471 - AM Service (SOL 1) 9:00am 10:00am Station tour- Solana Beach 3:30pm 4:30pm Girl Scout	7:00am 4:30pm 2471 - AM (SOL 1) 8:30am 10:30am EMS Exam Meeting (ENC 5) 1:30pm 5:30pm Solana Probationary Final Sk	B Shift 7:00am 4:30pm 2471 - 9:00am 4:30pm High A 9:00am 12:00pm EFFA 9:30am 10:30am 2612 1:30pm 4:30pm High A	C Shift Peter Fink to use Staff C 9:00am 5:00pm High A 9:00am 12:00pm EFFA 9:00am 11:30am JPA C 11:00am 12:00pm Zon	A Shift 9:00am 5:00pm High Angle training (Olivehain Dam) - Training 9:00am 12:00pm EFFA Shift Meeting - Cont	C Shift 8:30am 12:00pm ENC PE Inspections (ENC 3) - Activity Calendar
Dec 11 - 17	11	12	13	14	15	16	17
	A Shift	9:00am 4:30pm Near drowning & Shark Attack (ENC 5 & RSF 1) - 5:30pm 6:30pm 2611 Pub Ed - Cub Scout Talk (Village Church)	A Shift 7:30am 8:30am Captain 7:30am 8:00am Captain 8:00am 11:00am Car S 8:30am 9:00am Loic's I 9:00am 5:30pm Near Dr	B Shift 1:00pm 4:00pm Live Fire Training (RSF2) - Greg D. Rainville	A Shift 7:30am 10:30am 2311 - 9:00am 12:00pm Hosel 9:00am 11:00am Pierce 10:00am 12:00pm Inci 1:30pm 4:30pm Hosela	B Shift 9:00am 4:00pm E2611 Academy (RSF #2) - 3:00pm 4:00pm Station tour (Solana Beach) 4:00pm 5:00pm ENC-M	C Shift 9:30am 12:00pm Birthday party - Payment received (RSF-1 Community Room) - Julie E. Taber
Dec 18 - 24	18	19	20	21	22	23	24
	B Shift 9:00am 10:00am Employee Evaluation Training (SOL #1) - Michael J. Gibbs	C Shift 9:00am 5:30pm Near Drowning & Shark Attack (ENC 5 & RSF 1) - Training-Calendar	A Shift	C Shift 2:00pm 4:00pm Norfolk PIA (ENC 5) - Activity Calendar 4:00pm 5:00pm ENC-Meet with City Manag	A Shift 9:00am 9:30am Eng. Co. Inspection (Santa Co. Inspection (Sto 10:00am 12:00pm Eng. Co. Inspection (Sto 1:30pm 2:30pm Eng. C	9:00am 12:00pm Hoselays (RSF 2) 1:30pm 4:30pm Hoselays (RSF 2)	A Shift
Dec 25 - 31	25	26	27	28	29	30	31
	B Shift	Haz Mat Training (Carl)	Haz Mat Training (Carl)	Haz Mat Training (Carl)	B Shift 10:30am 11:30am Employee Evaluation Training (ENC #5) - Michael J. Gibbs	C Shift 9:30am 10:30am Norfolk PIA (ENC 5) - Activity Calendar	B Shift

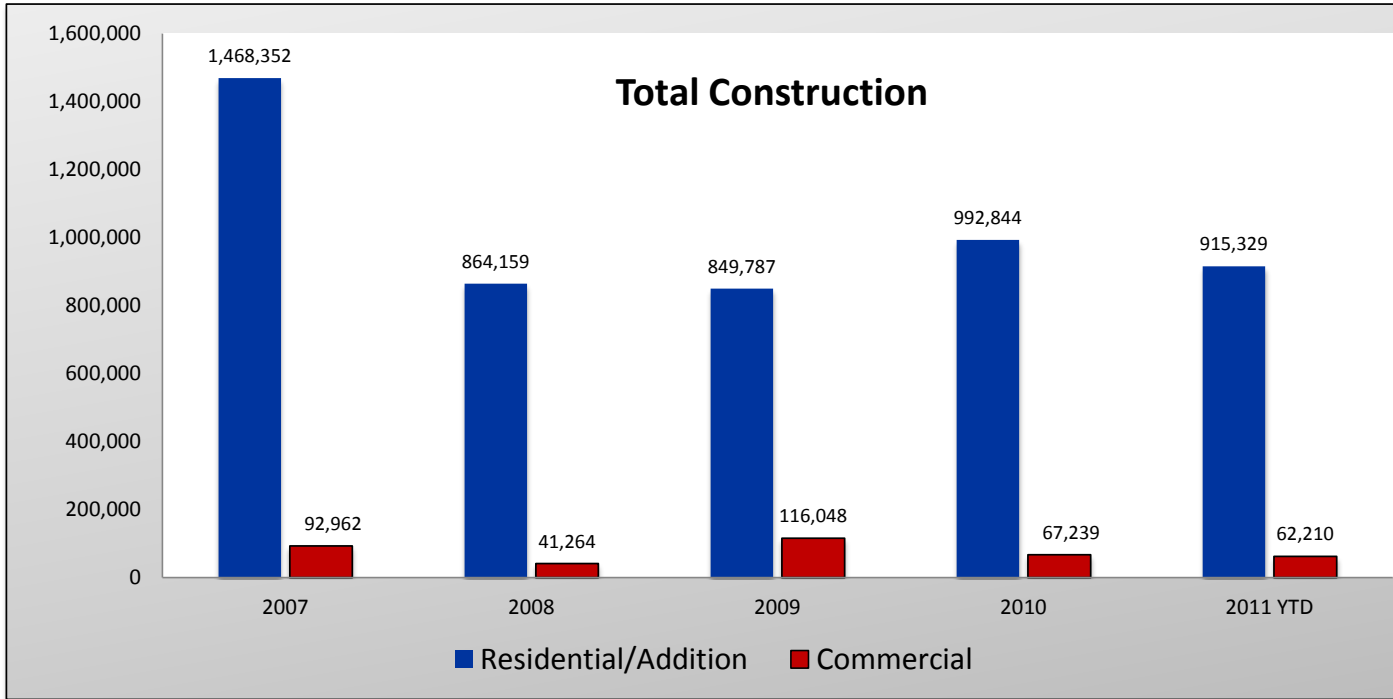


Comparison 2010/2011 Total Monthly Hours/Activities

2010	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>			2243	2303	2111	2042	3156	4747	2326	2105	1719	4434
<i>Hours</i>			683.8	536.8	596.0	519.7	671.5	612.4	489.5	647.7	527.5	524.7

2011	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Activities</i>	2557	2623	2131	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

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



Year	Res/Add	Comm	Total
2007	1,468,352	92,962	1,561,314
2008	864,159	41,264	905,423
2009	849,787	116,048	965,835
2010	992,844	67,239	1,060,083
2010 YTD	992,844	67,239	1,060,083
2011 YTD	915,329	62,210	977,539

Comparison 2010/2011 Total Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	64,770	128,133	30,284	126,570	120,627	40,310	132,067	84,314	202,035	33,455	23,407	74,111
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

PLAN REVIEW

RESIDENTIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Fire Inspectors	3	4,225
	Urban Forester	1	6,387
	TOTAL	4	10,612
RESIDENTIAL ADDITIONS		Original Sq Footage	Added Sq Footage
	Fire Inspectors	51,589	3,147
	Urban Forester	34,351	6,504
	TOTAL	51,589	9,651
COMMERCIAL PLAN REVIEWS		Number of Structures	Sq Footage
	Urban Forester	1	504
	TOTAL	1	504
TOTAL NEW CONSTRUCTION			Sq Footage
Based on permitted Sq footage		Total Added	20,767
FIRE SPRINKLER REVIEWS		Commercial	Residential
	Fire Inspectors	2	9
	TOTAL	2	9
TENANT IMPROVEMENTS		Number of Structures	Sq Footage
	Fire Inspectors	5	41,460
	TOTAL	5	41,460
LANDSCAPE REVIEWS		Number of Reviews	Staff Hours
	Urban Forester	11	10.5
	TOTAL	11	10.5

SERVICES PROVIDED- FIRE PREVENTION

DPLU -All Staff	Number	Staff Hours
Approval Letters	2	2.0
CWPP/FPP	2	7.5
TOTAL	4	9.5
INSPECTION SERVICES- All Staff		
	Number of Inspections	Staff Hours
Hydros (Fire Sprinklers)	20	20.0
Finals (Structures)	12	12.0
Landscape	5	5.0
Reinspections	5	5.0
Tents/Canopy	5	7.0
Knox/Strobe	4	1.0
Code Enforcement	3	5.0
TOTAL	54	55.0
HAZARD INSPECTIONS - All Staff		
	Number of Inspections	Staff Hours
Weed Abatement Inspection	2	1.0
Weed Abatement Reinspection	19	7.5
Forced Abatement	4	4.0
TOTAL	25	12.5
GRADING -All Staff		
	Number of Inspections	Staff Hours
Plan Review	1	2.0
TOTAL	1	2.0

ADMINISTRATIVE SERVICES- FIRE PREVENTION

SPECIAL ACTIVITIES/EDUCATION-All Staff	Number	Staff Hours
Meetings	15	21.5
Fuels Reduction	1	2.0
TOTAL	16	23.5
FIRE PREVENTION -All Staff	Number	Staff Hours
Incoming Phone Calls	426	101.1
Consultations	28	28.0
Plan Review	45	44.5
Scanning	50	2.5
General Office	10	10.0
TOTAL	559	186.1

ADMINISTRATIVE SERVICES- OFFICE SUPPORT

OFFICE COORDINATOR-PREVENTION	Number	Staff Hours
Phone Calls (All Administrative Staff)	342.0	17.1
Walk in/Counter (All Administrative Staff)	100.0	5.0
Knox Application Request	3.0	0.3
UPS Outgoing Shipments	5.0	0.4
Plan Accepted/Routed	47.0	7.8
Formatting Policies	0.0	0.0
Special Projects:Citation log,month end,helped connie with chks	20.0	20.0
Scanning Documents	50.0	2.5
Meetings: Admin/Prevention/Admin Shift	6.0	6.0
Post Office	18.0	12.0
Deposits	8.0	4.0
Training Classes: Phone Company Meeting for past Issues	1.0	2.0
TOTAL	600	77.1

WEBSITE/INTERNET		Staff Hours
Update existing info & documents:		5.0
<i>Updated home page, news, etc</i>		5.0
New design progress:		8.0
<i>Page final touches</i>		2.0
<i>Grant</i>		6.0
Compile & write new information:		4.0
<i>Incidents, business opportunities, station bid</i>		2.0
<i>Grant</i>		2.0
Social Media		3.0
<i>Facebook "Fans" - 183, "Total Reach" - 4313, "Organic Reach" - 2517</i>		2.0
<i>Twitter "Follower" - 430</i>		1.0
TOTAL		20.0

PUBLICATIONS		Staff Hours
Design/write brochures, flyers, etc:		0.0
<i>None this month</i>		
Fire Wire (quarterly):		0.0
<i>None this month</i>		
TOTAL		0.0

MEDIA RELATIONS		Staff Hours
On-scene Public Information Officer:		0.0
Press Releases:		2.0
<i>State fee (not yet sent)</i>		2.0
Other Articles/Stories/Interviews:		1.0
<i>Gorge project (redirecting media)</i>		1.0
TOTAL		3.0

EDUCATIONAL PROGRAMS/PRESENTATIONS		Staff Hours
Children's Programs		15.0
<i>Birthday parties - 1</i>		3.0
<i>Station Tour - 2</i>		2.0
<i>Coloring Contest Voting</i>		10.0
Adult Programs:		6.0
<i>Rescheduled Bridges HOA</i>		1.0
<i>Fire Sprinkler Project</i>		5.0
TOTAL		21.0

EVENTS		Staff Hours
External/Community Events:		2.0
<i>Toys for Tots</i>		2.0
Internal Events:		2.0
<i>Christmas Lunch</i>		2.0
TOTAL		4.0
CONTINUING EDUCATION		Staff Hours
Training Classes:		0.0
Conferences:		0.0
Meetings:		4.0
<i>Staff meetings</i>		4.0
<i>Captain's Meeting</i>		0.0
<i>Shift Meeting</i>		0.0
TOTAL		4.0
CLERICAL		Staff Hours
Prevention-related:		36.0
<i>Mailbox, email inbox, phone calls, news clips, etc.</i>		32.0
<i>Phone Calls - 26</i>		1.0
Meeting Minutes:		0.0
<i>Captain's meeting</i>		0.0
Non-prevention/non-minute related:		20.0
TOTAL		56.0
TOTAL HOURS		108.0

Fairbanks Ranch Station Change Orders

Date	Spec. #	Change Req. #	Change Order #	Description	Proposed Cost	Status	Approval By	Approved	Actual Cost
8/29/10	2660	920001	0.001	Rev. dble. chk. valve to compact style	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10	2225	920002	0.001	ASI-1, clarification only - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10		920003	0.001	ASI-2, grid line clarification - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
7/27/10	16150	920004	0.001	Add louver @ fuel enclosure, per C. Hunter	\$2,534.00	Approved	Pavone	\$2,534.00	\$2,534.00
7/27/10	9930	920005	0.001	Corian solid color clarification - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
8/6/10	15310	920006	Rejected	Add FDC to detector check assembly	not submitted	Rejected			\$0.00
8/29/10		920007	Rejected	Cut/Cap neighbor sewer line at main	\$2,821.01	Rejected			\$0.00
9/22/10	2730	920008	0.001	Install 24' C-900 pipe beneath culvert	\$693.78	Approved	Board	\$693.78	\$693.78
8/10/10	26000	920009		Redesign of U.G. work due to unknown	\$14,696.25	Submitted	Board	\$14,696.25	\$14,696.25
8/13/10	2275	920010	0.002	Add retaining wall area at shoring wall	\$19,636.82	Approved	Michel	\$19,636.82	\$19,636.82
8/13/10	2200	920011	0.006	Discovery of underground water line	\$3,909.22	Back Charge	Michel	\$3,909.22	\$3,909.22
9/14/10	2725	920012		Installation of (1) deep rock well - no cost	\$0.00	Approved	Pavone	\$0.00	\$0.00
9/14/10	2260	920013	0.005	Add 45 days and extended O/H as agreed	\$15,450.00	Approved	Board	\$15,540.00	\$15,540.00
1/18/11	15400	920014	0.004	Removal & disposal of abandoned pipe	\$3,153.36	Approved	Michel	\$3,153.36	\$3,153.36
1/31/11	26000	920015	0.006	Concrete cut off of existing headwall	\$1,305.68	Approved	Michel	\$1,305.88	\$1,305.88
		920016		Change in elevator power requirements	credit - TBD	Hold			\$0.00
	26000	920017		Repair broken SDG&E conduit in Roadway	not submitted	Hold			\$0.00
1/18/11	26000	920018	0.004	Costs for sewer repair per RSFCSD	\$4,488.16	Approved	Michel	\$4,488.16	\$4,488.16
	51000	920019		Revised gate post detail per RSFFPD req.	not submitted	Hold			\$0.00
2/7/11		920020	0.004	Add emergency eyewash station	\$1,637.56	Approved	Board	\$1,637.56	\$1,637.56
2/10/11	26000	920021	0.003	Underground utility installation revisions	\$55,433.47	Approved	Board	\$55,433.47	\$55,433.47
		920022		Terrazzo logo Asi per sub	not submitted	Hold			\$0.00
	26000	920023	0.008	Add AT&T pull box	\$2,538.59	Approved	Michel	\$2,538.59	\$2,538.59
3/31/11	92000	920024	0.006	Removal of dintel, north side of building	-\$2,545.00	Approved	Michel	-\$2,545.00	-\$2,545.00
3/31/11	33000	920025	0.006	Increase Bld. Footing 6" per plan change	\$4,901.37	Approved	Michel	\$4,901.37	\$4,901.37
5/10/11		920026		Electrical feed changes at a/c	not submitted	Hold			\$0.00
4/19/11	114500	920027	Chg. Dir. 0.001	Exterior Delta ASI #13 (Extractor)	-\$398.95	Approved	Michel	-\$398.95	-\$398.95
	71000	920028		Water proofing at laundry upstairs	\$1,800.00	Hold			
		920029	Rejected	Cut & patch gas line - SDG&E revised	rejected for rev.	Hold			\$0.00
9/27/11	61000	920030	10	Cantilever deck beam installation	\$11,914.00	Approved	Michel	\$11,914.00	\$11,914.00
4/25/10	51000	920031	0.008	Delete Photo Eye at Swing Gate	-\$765.00	Approved	Michel	-\$795.00	-\$795.00
		920032		Not Submitted					
12/5/11	76000	920033	10	Flashing fabrication and installation	\$1,364.00	Approved	Michel	\$1,364.00	\$1,364.00
5/1/11	81000	920034	Chg. Dir. 0.001	Capt. Office door change - work complete	\$1,863.98	Approved	Michel	\$1,863.98	\$2,087.28

Date	Spec. #	Change Req. #	Change Order #	Description	Proposed Cost	Status	Approval By	Approved	Actual Cost
6/14/11		920035	Chg. Dir. 0.001	Elect. Room 205 (new) layout	\$1,621.00	Approved	Michel	\$1,621.00	\$1,621.00
6/6/11	16000	920036	0.008	Added electrical per owners request	\$2,010.46	Approved	Michel	\$2,010.46	\$2,010.46
6/21/11	61000	920037	Chg. Dir. 0.001	Add shear panel at Grid 9 (RFI #38)	\$1,785.48	Approved	Michel	\$1,785.48	\$1,785.48
9/20/11	25000	920039	Chg. Dir. 0.001	Remove/Replace concrete curb	\$12,256.00	Approved	Michel	\$12,256.00	\$12,256.00
6/22/11		Per Agreement	0.007	Add 25 rain days; Add 10 E/OHD Bld. Perm.	\$7,500.00	Approved	Michel	\$7,500.00	\$7,500.00
7/27/11	25200	920040	C.O. Pending	County Street Improvements	\$26,281.00	Approved	Board		
8/29/11	15400	920042	Chg. Dir. 0.001	ASI-21 Relocate Waster Plumbing	\$3,550.00	Approved	Michel	\$3,550.00	\$3,550.00
8/23/11	51000	920043	10	Hose drying rack alternate product	\$2,194.00	Approved	Michel	\$2,194.00	\$2,194.00
8/23/11	2510	920044	Chg. Dir. 0.001	Grading Revisions Per ASI-16 and 7 days	\$14,367.00	Approved	Michel	\$14,367.00	\$14,367.00
8/23/11	51000	920045	10	Weld Hangers to Flange Beam	\$1,948.00	Approved	Michel	\$1,948.00	\$1,948.00
8/23/11	9250	920046	Chg. Dir. 0.001	Inspection requested work	\$2,289.73	Approved	Michel	\$2,289.73	\$2,289.73
9/23/11		920051	Chg. Dir. 0.001	Credit for traffic Signal Deletion	-\$34,600.00	Approved	Michel	-\$34,600.00	-\$34,600.00
Total		46			\$187,634.97				\$157,016.46

Revised January 4, 2012

Chg. Dir. 0.001 This Change Directive issued to Ledcor on 11/7 in place of Change Order No. 09

To the "A" Shift
Mike, Marshall &
Marken,

Wishing you
a safe & happy

Joy to the World

Holiday Season &
a healthy & happy
New Year!

May thanks

from

The Karie family
"Cielo" Lot 28

#250.- check
received

12/8/11

On October 21st my husband fell and
broke his hip. I called 911 and the
response was in just minutes. The men
that came and took my husband to
Scraper Memorial were just wonderful. We
cannot thank you enough.

Dorothy Allen Wengert
Herb's Ranch lot 274

Samuel and Suzanne Kahn

Dear Julie,

I thank you for your role
in making our son's party
at Station 1 such a special
event. The boys all had
a wonderful time!

Wishing you a happy
New Year,
The Kahns

RESOLUTION 2012-01

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, 2012 through December 31, 2012.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on January 11, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

[Signatures next page]

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, 2012

ARTICLE I PREAMBLE	3
ARTICLE II RECOGNITION.....	3
ARTICLE III IMPLEMENTATION.....	3
ARTICLE IV TERM	3
ARTICLE V RENEGOTIATION.....	4
ARTICLE VI MANAGEMENT RIGHTS	4
ARTICLE VII EMPLOYEE RIGHTS	4
ARTICLE VIII UNFAIR EMPLOYEE RELATIONS PRACTICE	5
ARTICLE IX GRIEVANCES	5
ARTICLE X DISCHARGE OR OTHER DISCIPLINARY ACTION.....	6
ARTICLE XI GENERAL PROVISIONS	7
ARTICLE XII SENIORITY PROVISIONS	7
ARTICLE XIII REDUCTION IN FORCE	8
ARTICLE XIV UNIFORMS	9
ARTICLE XV VACATION ACCRUAL	9
ARTICLE XVI HOLIDAYS	10
ARTICLE XVII HOURS OF WORK	10
ARTICLE XVIII HEALTH INSURANCE.....	10
ARTICLE XIX RETIREMENT HEALTH SAVINGS ACCOUNT.....	11
ARTICLE XX SICK LEAVE	11
ARTICLE XXI BEREAVEMENT LEAVE	12
ARTICLE XXII COURT LEAVE (JURY DUTY)	12
ARTICLE XXIII WAGES	12
ARTICLE XXIV RETIREMENT.....	13
ARTICLE XXVI WORK OUT-OF-GRADE.....	14
ARTICLE XXVII ASSIGNMENT TO ADMINISTRATIVE POSITION.....	15
ARTICLE XXVIII CALL BACK TO DUTY	16
ARTICLE XXIX LIFE INSURANCE	16
ARTICLE XXX DISABILITY INSURANCE.....	17
ARTICLE XXXI PHYSICAL TRAINING	17
ARTICLE XXXII MANDATORY MESS	17
ARTICLE XXXIII FAIR LABOR STANDARDS ACT (FLSA).....	17
ARTICLE XXXIV SEVERABILITY.....	17
EXHIBIT A	19

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 July 2005 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, 2012. Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2012.

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 and HMO dental insurance 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.

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 RSHA at a ratio of 3:1. A minimum of 960 sick leave hours is required to be eligible for this option.
 - i. The RSHA 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 RSHA 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 – January 1 – December 31, 2012 the wage schedule effective July 1, 2008 listed on Exhibit A shall be continued thru 2012.

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%.

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 The District agrees to pay 100% of the current 9% employee contribution for all reportable wages commencing January 1, 1992. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

24.03 Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation: the District will report to CalPERS the value of EPMC as reportable compensation.

24.04 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.

24.05 For all employees enrolled in the PERS 3%@55 plan, the employee will contribute 50% of the 9% of the employee contribution for all reportable wages. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.

24.06 Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation: for all employees enrolled in the 3% @ 55 plan, the District will not report to CalPERS the value of EPMC as reportable compensation.

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 No than December 1, 2009, 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 XXXII 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 14, 2012.

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

Note: Monthly compensation provided as information only.

The following schedule remains effective since *July 1, 2008*

1-Jul-08					
	A	B	C	D	E
Firefighter	\$17.63	\$18.51	\$19.44	\$20.41	\$21.43
3.5%	\$4,393	\$4,613	\$4,844	\$5,086	\$5,340
Firefighter/Paramedic	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32
3.5%	\$5,189	\$5,449	\$5,721	\$6,007	\$6,308
Engineer	\$21.23	\$22.29	\$23.41	\$24.58	\$25.81
3.5%	\$5,291	\$5,555	\$5,833	\$6,124	\$6,431
Captain	\$24.44	\$25.66	\$26.94	\$28.29	\$29.70
3.5%	\$6,089	\$6,393	\$6,713	\$7,049	\$7,401