

*MENLO PARK FIREFIGHTER'S ASSOCIATION*

*POLICY MEMORANDUM INDEX*

<b>POLICY#</b>	<b>SUBJECT</b>
#1	RETIREMENT GIFT
#2	CONFERENCE / SEMINAR BUDGETS
#3	SERVICE AWARDS
#4	ASSOCIATION CHARITIES
#5	FIREFIGHTER OF THE YEAR
#6	BENEVOLENT ACTS
#7	COMMITTEE RESPONSIBILITIES
#8	SHOP STEWARDS
#9	SURVIVOR'S PACKET
#10	FIREFIGHTER'S LEGISLATIVE ACTION GROUP
#11	DEATH BENEFIT PLAN

*MENLO PARK FIREFIGHTERS' ASSOCIATION*

*POLICY MEMORANDUM # 1  
ASSOCIATION RETIREMENT GIFT*

All Active and Associate members in good standing with the Menlo Park Firefighters' Association who have ten (10) or more years of continuous service with the Menlo Park Fire District are eligible for a cash retirement gift of exactly \$1000 and an Association Retirement plaque.

The member's retirement may be based on career service or as a result of a disability. Any Active or Associate member in good standing who retires prior to ten (10) years of continuous service with the Menlo Park Fire District shall receive an Association Retirement plaque and an Association "German Silver" belt buckle.

Retirement dinners/functions are granted by the Association Board at the request of the retiree.

Retirement dinners/functions are conducted by the Association Retirement committee.

Any Association member who resigns from the Association and the Menlo Park Fire District regardless of years of service, is *not* eligible for the cash retirement gift and the retirement dinner/function.

This Policy Memorandum shall be in full force and effect until amended by a majority vote of the Association Board.

Signed: Charles Sturtevant  
M.P.F.A. President

11/20/02  
Date

Signed: [Signature]  
M.P.F.A. Vice-President

11/20/02  
Date

News  
cut to traffic, civil co

MENLO PARK FIREFIGHTERS' ASSOCIATION  
POLICY MEMORANDUM # 3  
ASSOCIATION SERVICE AWARDS

The Menlo Park Firefighters' Association may, from time to time, present Awards to individuals or organizations. Service Awards are given to show for volunteer work or to acknowledge outstanding service to the Association community we serve.

The Association Board shall be responsible for the consideration and grant of Service Awards. A Service Award may be in the form of a certificate, plaque, or money.

A monetary Service Award of \$200.00 shall be presented bi-annually by the President of the Association, as a token of appreciation for the service demonstrated to the Association.

This Policy Memorandum shall be in full force and effect until a majority vote of the Association Board.

Signed: Charles Sturtevant  
President

President

# **MENLO PARK FIREFIGHTER'S ASSOCIATION**

## **POLICY MEMORANDUM #2 CONFERENCE / SEMINAR BUDGETS**

The Menlo Park Firefighter's Association, District 10 of I.A.F.F., Local 2400, may have funds available to send member representatives to various conferences, seminars and classes offered during any given year.

These include, but are not limited to, conferences, seminars and classes sponsored by the International Association of Fire Fighters, California Professional Firefighters and California State Firefighter's Association.

Prior to attending any such functions, representatives shall submit an estimate of the total expenditures to the Association Board. The usual conference expenditures will include: lodging and travel costs, conference registration, and meals.

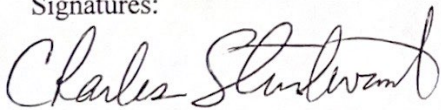
The Association Board may approve , reject or amend the requested amount.

Any conference funds that are not spent shall be returned to the Treasurer of the Association.

Any changes to this policy shall be voted on by the Association Board.

DATE: *May 16, 2001*

Signatures:



President



Vice-President



Secretary

*MENLO PARK FIREFIGHTERS' ASSOCIATION*

*POLICY MEMORANDUM # 3  
ASSOCIATION SERVICE AWARDS*

The Menlo Park Firefighters' Association may, from time to time, present Service Awards to individuals or organizations. Service Awards are given to show appreciation for volunteer work or to acknowledge outstanding service to the Association and/or the community we serve.

The Association Board shall be responsible for the consideration and granting of Service Awards. A Service Award may be in the form of a certificate, plaque, trophy and/or money.

A monetary Service Award of \$200.00 shall be presented bi-annually to the outgoing President of the Association, as a token of appreciation for the service the President has demonstrated to the Association.

This Policy Memorandum shall be in full force and effect until amended by a majority vote of the Association Board.

Signed: Charles Stewart  
M.P.F.A. President

11/20/02  
Date

Signed: [Signature]  
M.P.F.A. Vice-President

11/20/02  
Date

**MENLO PARK FIREFIGHTERS' ASSOCIATION**

**POLICY MEMORANDUM #4**  
**ANNUAL CHARITABLE CONTRIBUTIONS**

Each year the Menlo Park Firefighters' Association is committed to either certain worthwhile charities that are related to Fire Service work or charities that are found within the community we serve.

The Association Board of Directors shall have sole discretion on all charitable contributions awarded. Other charitable donations shall be subject to consideration and approval of the Association Board on a case-by-case basis.

The Association shall support the following charities annually as long as the Association has the funds available to do so:

**Alisa Ann Ruch Burn Foundation \$1,000.00**

**CA Veteran's Resource Center \$ 250.00**

**St. Anthony's Dining Hall \$ 400.00 (Thanksgiving \$200.00, Christmas \$200.00)**

**Ecumenical Hunger Program \$ 400.00 (Thanksgiving \$200.00, Christmas \$200.00)**

**M.P.F.D. Christmas Toy Program \$ 500.00**

**MP Almanac Holiday Fund \$ 500.00**

This Policy Memorandum shall be in full force and in effect until amended by a majority vote of the Association Board.

Signed: \_\_\_\_\_

M.P.F.A. President

21 March 07  
Amended Date

Signed: \_\_\_\_\_

M.P.F.A. Vice-President

21 MAR 07  
Amended Date

**MENLO PARK FIREFIGHTERS' ASSOCIATION**

**POLICY MEMORANDUM #5**  
**PETE CHANTELOUP MEMORIAL**  
**FIREFIGHTER OF THE YEAR AWARD**

Each year the Menlo Park Firefighters' Association is willing to honor one of its' members with the "Pete Chanteloup Memorial Firefighter of the Year" recognition award. Nominations for "Pete Chanteloup Memorial Firefighter of the Year" will be accepted at the November Association Board meeting. The Association Board will consider the nominations, if any, and vote for a recipient. If the Association Board fails to receive nominations from the Association Membership, they may, by majority vote, present the award to an individual or organization of their choice. The award will be presented at the Annual Association Board meeting held in January or otherwise designated by the Association Board.

Association members shall consider five (5) criteria when nominating a candidate for this award. A nomination letter describing examples of how the candidate has demonstrated excellence in each category shall be submitted to the Association Board.

The "Pete Chanteloup Memorial Firefighter of the Year" shall receive a Firefighter clock or other similar type plaque commemorating their service achievements.

"Pete Chanteloup Memorial Firefighter of the Year" criteria:

- 1) Quality of a Firefighter or Association Member
- 2) Involvement in the Community
- 3) Attitude around the Firehouse
- 4) Contributions to the Fire District
- 5) Contributions to the Association

This Policy Memorandum shall be in full force and in effect until amended by a majority vote of the Association Board.

Signed: \_\_\_\_\_

M.P.F.A. President

21 MAR 07

Amended Date

Signed: \_\_\_\_\_

M.P.F.A. Vice-President

21 MAR 07

Amended Date

*MENLO PARK FIREFIGHTERS' ASSOCIATION*

*POLICY MEMORANDUM # 6  
BENEVOLENT ACTS*

As the occasion or situation arises the Menlo Park Firefighters' Association may be involved in benevolent acts for it's members, organizations or citizens in the community. The Association Board shall determine when, with whom, and at what level of contribution these acts of benevolence will be awarded.

The Association Board, in accordance with the Association By-laws, allows the following benevolent acts from past practices.

1. All charitable acts in accordance with Policy Memorandum # 4.
2. Widows and Orphans Fund/Life Insurance for all Active, Associate and Retired members in accordance with Policy Memorandum # 11.
3. Flowers sent to any member who has experienced a serious injury or illness. Flower arrangement gifts are set at a \$75.00 level.
4. Flowers or donation to a designated charity or fund in remembrance of the loss of any member's immediate family or loved one.
5. Flowers or donation to a designated charity or fund for any fallen Firefighter from another fire department.
6. On a case by case basis, the Association Board reserves the right to take action or allocate money to any other act of benevolence it deems appropriate.

This Policy Memorandum shall be in full force and effect until amended by a majority vote of the Association Board.

Signed: Charles Sturtevant  
M.P.F.A. President

11/20/02  
Date

Signed: [Signature]  
M.P.F.A. Vice-President

11/20/02  
Date



**MENLO PARK FIREFIGHTER'S ASSOCIATION**

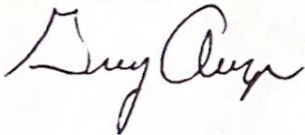
**POLICY MEMORANDUM # 7  
COMMITTEE RESPONSIBILITY TO THE BOARD**

All committees, committee chairpersons and representatives of the Menlo Park Firefighter's Association have a responsibility and obligation to report all business and activity of their committee to the Association Board or Board member upon their request. As stated by the Association's attorneys, Davis, Reno, & Courtney, in the attached letter dated March 21, 1996. **The officers of your Association are entitled to obtain any and all information needed to conduct Association business affairs. However, any officer of the Association who obtained confidential information about a member in his capacity as an Association officer and disclosed that information to persons not involved in the process of deciding whether the Association is to provide representation to the member could be held liable for damages for violating the member's constitutional right of privacy.**

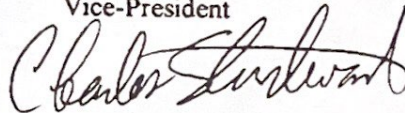
DATE: 10/1/96

Signatures:

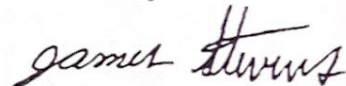
President



Vice-President



Secretary



Sylvia Bufanda Courtney

Cindy O'Hara  
Andreas Kalemis  
Laura Schlichtmann  
Michael L. Hinckley  
Laurie Erdman

OF COUNSEL  
Roland C. Davis

**Davis, Reno  
& Courtney**  
ATTORNEYS AT LAW

90 New Montgomery Street  
Suite 909, San Francisco, CA  
94105 □ FAX (415) 543-5329  
(415) 543-1900 □ (800) 643-1900

March 21, 1996

Randy Shurson  
Co-Chair, Labor Board  
Menlo Park Firefighters Association  
300 Middlefield Road  
Menlo Park, CA 94026

Re: Confidentiality of Information Provided to  
Association Officers in Connection with Member's  
Request for Representation

Dear Randy:

This is in response to your inquiry as to whether the officers of your Association are bound by any confidentiality requirements with regard to information provided to them in connection with a member's request for representation in grievance or disciplinary proceedings.

It is my opinion for the reasons set forth below that, first, the officers of your Association are entitled to obtain any and all information necessary from a member to determine whether the Association should provide representation for that member in a grievance or disciplinary proceeding, and, second, the officers of your Association must treat this information as confidential and may be liable for damages if they improperly disclose it to other employees who are not involved in the process of deciding whether the Association should provide representation or not.

Article I, section 1 of the California Constitution, the California Public Records Act, and the California Confidentiality of Medical Information Act all provide protection to public employees against the disclosure of confidential information to other persons. However, the California Public Records Act and the California Confidentiality of Medical Information Act are concerned solely with disclosures of confidential information by employers. Neither of these laws have any application to employee organizations or their officers. Hence, if the officers of your Association are bound by any confidentiality requirements with regard to information provided to them in connection with a member's request for representation in grievance or disciplinary proceedings, these confidentiality requirements would arise from Article I, section 1 of the California Constitution.

Article I, section 1 of the California Constitution makes the right of privacy a fundamental right for all citizens of the State. The courts have held that a communication is protected under the constitutional right of privacy when it was made from one party to

**Davis, Reno  
& Courtney**  
ATTORNEYS AT LAW

90 New Montgomery Suite 909  
San Francisco, CA 94105-2436  
(415) 543-9900 • (800) 443-9900

Randy Shurson  
3/21/96  
p. 2

another in the belief that it would not be disclosed, confidentiality was essential to the maintenance of the relationship between the parties, the relationship was one that society considers worthy of being fostered, and the injury to the relationship incurred by disclosure would be greater than any benefit to the public from the disclosure.


In my opinion, all of these elements are present when a member of your Association provides information to the officers of the Association that the officers reasonably need in order to decide whether the Association should provide representation and the information is such that the member would not otherwise publicly disclose it.

Private individuals as well as public agencies may be held liable for damages for violating an employee's constitutional right of privacy. Luck v. Southern Pacific Transportation Co. (1990) 218 Cal.App.3d 1. Hence, any officer of your Association who obtained confidential information about a member in his capacity as an Association officer and disclosed that information to persons not involved in the process of deciding whether the Association is to provide representation to the member could be held liable for damages for violating the member's constitutional right of privacy.

A member cannot, however, refuse to disclose confidential information to the Association's officers when making a request for representation. The courts have held that when an individual applies for a job, the individual "necessarily also chooses to disclose certain personal information to prospective employers, such as employment and educational history, and to allow the prospective employer to verify that information." Wilkinson v. Times-Mirror Corp. (1989) 215 Cal.App.3d 1034, 1048. "Simply put, applicants for jobs . . . have a choice; they may consent to the limited invasion of their privacy resulting from the testing, or may decline both the test and the conditional offer of employment." Id., at p. 1049. By analogy, a member requesting representation from the Association in a grievance or disciplinary proceeding also has the choice of either disclosing all information to the Association's officers that they reasonably need in order to determine whether to provide such representation, or of not requesting representation.

Please do not hesitate to call if you have any questions about this matter or if I can be of any further assistance.

Very truly yours,

  
Duane W. Reno

**MENLO PARK FIREFIGHTERS' ASSOCIATION**

**POLICY MEMORANDUM #8**  
**SHOP STEWARDS**

Shop Stewards are elected by Active Members in good standing of this Association every year. Each platoon, including the Fire Prevention Bureau, will elect their own Shop Steward(s) after the General Membership meeting held in January. A Shop Steward term will be for one (1) year. At least one (1) and a maximum of two (2) Shop Stewards are allowed on each platoon and one (1) in the Fire Prevention Bureau.

Those Active Members in good standing of this Association that have an interest in being a Shop Steward shall submit their name to the Association Board no later than two weeks following the annual Association Board meeting. The Association Board will select two Board members whose duty it is to conduct and control a platoon election providing a ballot showing the names submitted and the corresponding platoon those members could represent for the ensuing year.

Voting members may vote for one (1) name in the Fire Prevention Bureau and two (2) names on their platoon's ballot. The two (2) names, for each platoon, with the highest votes will be the Shop Steward(s) for that platoon. In the case of one or more positions for Shop Steward(s) on a platoon that is not filled by the election, the Association Board may appoint a representative.

The Shop Steward's duties are assigned by the President and Vice-President, also known as the First and Second District Vice-Presidents of District 10, San Mateo County Firefighters' Local 2400, International Association of Firefighters.

Shop Stewards are not part of the Board of Directors of this Association, unless he/she has been elected as a Director to the Board. The President and Vice-President of the Association cannot be a Shop Steward.

Shop Stewards shall abide by the Constitution and By-Laws of the Menlo Park Firefighters' Association, San Mateo County Firefighters' Local 2400 and the International Association of Firefighters.

Signed: \_\_\_\_\_

M.P.F.A. President

21 MAR 07

Amended Date

Signed: \_\_\_\_\_

M.P.F.A. Vice-President

21 MAR 07

Amended Date

MENLO PARK FIREFIGHTER'S ASSOCIATION

POLICY MEMORANDUM # 9

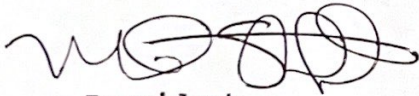
SURVIVOR'S PACKET

The Association shall adopt the Survivor's Packet information as prepared by the California State Firefighters' Association and modified by the Association's Survivor Packet Committee for the benefit and use of all eligible members in the Association.

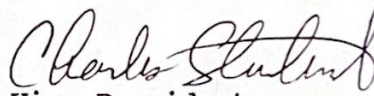
The Board of Directors shall form a committee whose purpose it is to maintain the information in the Survivor's Packet.

DATE: June 17, 1999

Signatures:



President



Vice-President

MENLO PARK FIREFIGHTER'S ASSOCIATION

POLICY MEMORANDUM # 10

FIREFIGHTERS' LEGISLATIVE ACTION GROUP (FLAG)

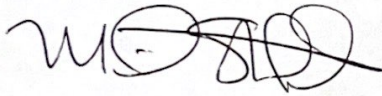
The Menlo Park Firefighters' Association may belong to the Firefighters' Legislative Action Group, (FLAG), an independent political action group under California State Law.

FLAG membership is voluntary. Dues or contributions may be collected and held by the Menlo Park Firefighters' Association for the exclusive use of the Firefighters' Legislative Action Group.

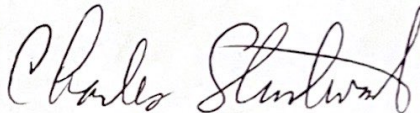
The Board of Directors shall form a committee whose purpose it is to maintain the FLAG By-Laws and to perform the duties and activities of FLAG for the Menlo Park Firefighter's Association.

DATE: June 17, 1999

Signatures:



President



Vice-President

MENLO PARK FIREFIGHTER'S ASSOCIATION

POLICY MEMORANDUM # 11

DEATH BENEFIT PLAN

The Board of Directors shall create a insurance fund for the Association. The purpose of this fund is to provide a death benefit for survivors in a family in the event of death of any qualified Active, Associate or Retired Member in good standing with this Association.

The terms and conditions of the insurance fund shall be described by the insurance company which the Board of Directors agree to conduct business with.

The insurance fund is solely responsible for funding the Death Benefit Plan. All monies derived from the activities of the Association for the benefit of the Death Benefit Plan shall be deposited into the insurance fund. The insurance fund shall be invested solely in a bank, savings and loan or credit union in accounts guaranteed and federally insured. Interest derived from the insurance fund's bank account may be used to pay for life insurance premiums or cash payouts as described in this plan. Any expenditures from the insurance fund must be with the approval of a majority vote of the Board of Directors.

The beneficiaries shall be that person(s) designated in writing on the registration card held on file with the current insurance company. If the beneficiary so designated predeceases the member, or if the members fails to designate a beneficiary, the death benefit shall be payable to the estate of the member.

The death benefit for Active and Associate Members shall be for amount described with the Association's current insurance company. Payment of the death benefit shall be made on behalf of the Association as stated in the contract of the main insurance carrier for Active and Associate Members.

A death benefit maximum amount of one thousand dollars (\$1000.00) can be given to a Retired Member's beneficiary. Retired Members qualify for this benefit for no more than five (5) years from the date of their offical retirement. After the five (5) year period, this Retired Member benefit ceases.

A Retired Member's death benefit payment shall be made no later than thirty (30) days after the submission of a claim. Claims shall be in the form of a request for this benefit, signed by the beneficiary designated on file, accompanied by a death certificate evidencing the member's death.

The Treasurer is responsible for maintaining records and paying insurance premiums with the interest received.


The payment of any qualifying member's death benefit shall terminate all liability of the Association for any other or more benefits.

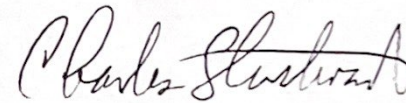
In the event the insurance fund is so reduced that the Death Benefit Plan is in jeopardy, this plan may be terminated at any time by an actual two-thirds (2/3) majority vote of Active and Associate Members of the Association. Upon termination of the plan, there shall be no duty by the Association to provide death benefits for members of the Association who are currently Active, Associate or Retired Members or any new members who enroll in the Association after the date of the termination of the plan.

All members whether Active, Associate or Retired in good standing with this Association and who are eligible for this plan shall have their names on file with the Association. This roster is maintained by the Treasurer of the Association.

DATE: June 17, 1999

Signatures:

  
President

  
Vice-President