



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN REPRESENTATIVES OF THE  
ESCONDIDO FIREFIGHTERS' ASSOCIATION  
&  
THE CITY OF ESCONDIDO**

**JANUARY 1, 2024 – DECEMBER 31, 2024**

**Approved by Escondido City Council  
on  
February 28, 2024**

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## **ARTICLE I**

### **Employer – Employee Relations**

#### **1.0 General Provisions**

##### **1.1 Ratification and Term**

a. This memorandum of understanding (hereinafter “MOU”), made and entered into, by and between the designated representative of the City of Escondido (a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California) (hereinafter referred to as the “City”), and the designated representative of the Escondido Firefighters’ Association (a recognized employee organization as defined by Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California) (herein referred to as the "Association").

b. It is the purpose of this Memorandum to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this Memorandum. Except as specifically amended by this Memorandum, the City's Personnel Rules and Regulations remain in full force and effect.

c. The City recognizes the Association, pursuant to the Employer-Employee Relations Resolution adopted by the City of Escondido on March 19, 1980, and amended in 2008 and 2013, and in accordance with the procedures therein was formally acknowledged as a recognized Employee Organization for the bargaining unit and comprised of the following classifications but excluding any part-time employees:

##### **Safety Personnel:**

- Fire Captain
- Fire Engineer
- Firefighter/Paramedic
- Firefighter

##### **Non-Safety Personnel:**

- Paramedic
- Emergency Medical Technician

d. This Memorandum constitutes a statement of the terms and conditions of employment, including salaries, benefits and hours of work commencing January 1, 2024 through and inclusive of December 31, 2024. Salary and benefit modifications are effective on the dates specified.

e. This is the joint recommendation on salaries, benefits, and working conditions of the bargaining representatives of the City and the Association. When ratified by the members of the Association and approved by the Escondido City Council, this document shall be the Memorandum between the City and the Association for the term set forth herein.

##### **1.2 – 1.7 Reserved**

## **1.8 Management Rights**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees, take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The exercise of such rights shall not preclude employees or their representatives from consulting with management representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

## **1.9 Employee Rights**

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations. (See *Relyea v. Ventura Co. Fire* (1992) 2 Cal. App. 4 875). No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of his/her exercise of these rights. No employee shall be prohibited from exercising his/her right to resign from City employment at any time and nothing in this memorandum shall be construed as to abrogate that right. In addition, employees of the City shall have the right to the redress of grievances and complaints as set forth herein.

## **1.10 New Employee Orientation**

The City will comply with California Government Code sections 3555-3559 regarding Public Employee Communication. All new hires in a represented bargaining unit shall be informed by Human Resources, at the time of new hire orientation, that a union agreement is in effect for their classification. The employee shall be instructed how to access this MOU. The City and the Association recognize the City has an obligation to provide the Association at least 10 days' advance notice of a new employee orientation. However, the Association will accept notice from the City by email within one working day of the start date of all new hires that fall within the bargaining unit. If the new hire chooses to meet with the Association, the City will provide thirty (30) minutes of release time for both the new hire and the Association Representative to complete an Association orientation. The release time for the Union orientation will be scheduled after the prescheduled time for the new employee orientation. The City's Human Resources Department will coordinate the meeting for the Association orientation with the new hire's department and Association Representative. Also, Human Resources will schedule the Association

orientation at the end of the new hire orientation or no later than the first three (3) days from the new employee's start date.

### **1.11 Jurisdictional Disputes**

In the event of jurisdictional disputes between competing employee organizations or unit claims, the employees of all units shall continue working under the MOU in force at the time.

### **1.12 – 1.16 Reserved**

### **1.17 Fair Labor Standards Act**

a. The parties agree and understand that, as a result of the United States Supreme Court's decision in Garcia v. San Antonio Transit District, 105 S. Ct. 1005 (1985), the City is required to compensate bargaining unit employees at the rate of time and one-half for overtime in accordance with the Fair Labor Standards Act (hereinafter "FLSA") and the Department of Labor (hereinafter "DOL") regulations, as set forth in 29 CFR Section 553, et seq. The parties agree further that if the City's obligation to compensate bargaining unit employees for overtime hours in accordance with FLSA, the Garcia decision and the DOL regulations referenced therein, should change during the term of this Memorandum as a result of clarifications of existing regulations or due to the issuance of any further regulations by the DOL, by the enactment of any California or federal statute, or by any further decision of the United States Supreme Court, then the parties shall have the right to demand the subject of wages, hours, and overtime compensation be reopened for negotiations by and between the parties. Such negotiations shall be conducted in a manner consistent with the duty to meet and confer in good faith.

b. It is the intent of the parties that the amount of compensation and other benefits set forth in this Memorandum shall be the total amount agreed upon between the parties and to which the employees covered by this Memorandum, shall be entitled during the term of this Memorandum notwithstanding changes in or clarifications to laws pertaining to employee benefits that are a result of implementation of the FLSA. The purpose of such negotiations will be to reach agreement regarding the changes to the provisions of the Memorandum pertaining to wages, hours, and overtime compensation which may be required to give effect to this mutual interest.

c. It is further agreed that in compensating all eligible Safety employees for the premium portion of time worked in excess of fifty-three (53) hours, retroactive to April 15, 1985, the FLSA 7(k) exemption and work period declaration shall also be retroactively effective as of April 15, 1985.

d. Overtime for Non-Safety personnel shall be paid after 40 hours worked in a week.

### **1.18 Reserved**

## 1.19 Association Time

a. Association Time Bank: The City recognizes the challenge of the shift work schedule as it impacts the Association's ability to undertake Association business. Fire Department procedures for the function of the Association Time Bank are shown in AOM 205.00." The Association and the City agree that the time bank will create no financial cost to the City, nor will the Association gain financially from the contributed time.

b. Association Release Time: Designated members of the FFA shall have paid release time for the following activities in the capacity of representing the FFA and/or its membership:

1) Formally meeting and conferring with City representatives on matters within the scope of representation. The City shall release five members of the FFA negotiating team one-half hour prior to the commencement of formal meet-and-confer sessions and permit them to continue preparation for the next session one-half hour following the conclusion of a formal meet-and-confer session. Release time will also be provided for grievance or disciplinary representation as stated above. Release time will include individuals designated by the FFA, and is based on receiving prior approval of the member's supervisor.

2) Testifying or appearing as the designated representative of the FFA in conferences, hearings, or other proceedings before the Public Employment Relations Board, or agent thereof, in matters relating to a charge filed by the employee organization against the City or by the City against the FFA.

3) Testifying or appearing as the designated representative of the FFA in matters before the Personnel Board of Review.

The Association must provide reasonable notice to the City for the time off.

## 1.20 Reserved

## 1.21 Grievance Procedures

a. Grievance Procedure: In the belief that the resolution of grievances is a constructive management action, a grievance procedure is hereby established. Such a procedure will give regular employees assurance that the City recognizes their right to be heard and assist them in achieving job satisfaction. The purpose of this procedure is to provide a just and equitable method for the resolution of grievances or complaints without prejudice, coercion or reprisal.

b. Definitions:

1) A complaint is defined as an allegation or charge against a party that an error or wrong has been committed, and is identified as a complaint when communicated to the supervisor or other appropriate designated representative.



2) The complaint procedure is defined as the orderly process by which a determination is made as to whether or not a wrong has been committed.

3) A grievance is an expressed claim by an employee that the City has violated, misinterpreted or misapplied an obligation to the employee as such obligation to the employee is expressed and written in the City personnel ordinance, rules and regulations, and administrative directives, and is identified as a grievance when communicated to the supervisor or other appropriate designated representative.

4) The grievance procedure is a process by which the validity of a grievance is determined.

5) The term employee includes employees wherever applicable within this procedure.

6) The term days when used in this procedure, shall mean calendar days.

7) A representative is a person who, at the request of the employee or management, is invited to participate in grievance conferences.

8) A general grievance is defined as an expressed written claim by the Association that the City has violated, misinterpreted, or misapplied a provision in the current Memorandum of Understanding which concerns items or procedures relating to the relationship between the City and the Association as a corporate body.

9) The general grievance procedure is the process by which the validity of the grievance is determined.

c. General Provisions:

1) No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures, provided, however, no act or behavior which would otherwise subject an employee to discipline shall exclude the employee from discipline simply on the basis that a complaint or grievance is filed pertaining to that act or behavior.

2) The time limits established herein may be extended to a date certain by mutual agreement.

3) If management, at any step of the procedure, fails to respond within the prescribed time limit specified, the employee may process their grievance or complaint at the next step.

4) If the employee, at any step of the procedure, fails to appeal the decision on a grievance or complaint within the prescribed time limit specified, such decision shall be deemed accepted and shall not be subject to further appeal or consideration.

5) By mutual written agreement, a grievance may revert to a prior level for reconsideration.

6) The employee shall be present at all steps of the grievance or complaint procedure.

7) All communications, notices and papers required to be in writing shall be served personally or by United States Postal Service.

8) Through the grievance process, employees shall be required to meet for informational/investigative meetings that are necessitated by a potential grievance; such meetings will be conducted by a management representative appointed by a Chief Officer.

9) Subsequent to information gathering and fact-finding in a grievance process, employees will not be required to meet with a management representative regarding the specific grievance issue unless that management representative has full authority to resolve the grievance.

10) The employee is assured the right to consult with their supervisor, the department head or their designee, or the Director of Administrative Services, without prejudice, concerning the matter, form, and/or procedure for filing a grievance.

d. Representation Rights:

1) The employee has the right to the assistance of a representative of their choice in the investigation, preparation and presentation of a grievance.

a) Representation may occur at any stage of the grievance procedure; provided, however, that prior to calling for representation at step one of the procedure the employee shall discuss their grievance with the supervisor. Upon conclusion of the discussion, the employee may request a continuation of the informal grievance process (step one), to a mutually agreeable time within five (5) days, to have the assistance of a representative.

b) If the employee elects another employee as the representative, such representative shall not be released during working hours without the approval of their supervisor.

c) The supervisor shall grant a reasonable amount of time off, provided such would not unreasonably interfere with or delay City work.

2) Grievance conferences (between management and the employee) will normally be conducted during regular working hours at a mutually convenient time.

3) The investigation of a grievance during working hours by employee and their representative, if any, shall be in accordance with the following:

a) Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.

b) There shall be no solicitation of grievances or employee organization membership.

c) The investigation shall be conducted in a reasonable amount of time and expeditiously with due regard for the work requirements of the City.

d) Where the investigation commences prior to the end of the regular workday and continues beyond the close of the regular workday, time spent after the close of the regular workday shall be the employee(s) own time.

e) Entry will not be permitted if it would unreasonably interfere with or delay City work.

f) All safety regulations relating to the presence or conduct of persons at the job site shall be complied with.

4) The name of the representative of the employee or management shall be given to the other party not less than forty-eight (48) hours prior to any grievance conference.

e. Complaint Procedure:

Step One:

1) The employee shall inform their supervisor of their complaint within ten (10) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the complaint. Failure to complete this procedure will bar further consideration of the complaint.

2) The supervisor shall, within five (5) days after receipt of the complaint, have a discussion with the employee concerning the complaint.

3) The supervisor shall, within five (5) days of the discussion, render a verbal decision to the employee.

4) The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

Step Two:

1) Within five (5) days from receipt of the verbal decision from the supervisor, the employee, if he/she wishes to appeal the decision, shall notify the department head of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.

2) The department head or their designated representative shall, within five (5) days of the notification as required above, have a discussion with the employee concerning the complaint.

3) The department head or their designated representative shall, within five (5) days of the discussion, render a verbal decision to the employee.

Step Three:

1) Within five (5) days from the receipt of the verbal decision from the department head, the employee, if they wish to appeal the decision, shall notify the City Manager of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.

2) The City Manager or his/her designated representative shall, within five (5) days of notification as required above, have a discussion with the employee concerning the complaint.

3) The City Manager or his/her designated representative shall, within five (5) days of the discussion render a verbal decision to the employee.

Nothing in this section shall prohibit more expeditious handling of the complaint.

f. Grievance Procedure:

Step One - Informal Grievance:

1) The employee shall inform their supervisor of their grievance within ten (10) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. Failure to complete this procedure will bar further consideration of the grievance.

2) The supervisor shall, within five (5) days after receipt of the grievance, have a discussion with the employee concerning the grievance.

3) The supervisor shall, within five (5) days of the discussion, render a verbal decision to the employee.

4) The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

Step Two - Formal Grievance:

1) Within ten (10) days from the receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision shall submit a formal written grievance to their supervisor. The grievance shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedure stated thereon. Failure to complete this procedure will bar further consideration of the grievance.

2) The supervisor shall, within five (5) days of receipt of the grievance, schedule a grievance conference at a mutually agreed time. A representative of the employee and/or management may attend this conference in accordance with Article 7.4 of this procedure.

3) The supervisor shall, within five (5) days of the grievance conference, render a written decision to the employee with a copy of the original grievance.

4) The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

Step Three - Appeal:

1) Within five (5) days of receipt of the written decision of the supervisor, the employee, if they wish to appeal the decision, shall submit an appeal to the department head. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon, and include the supervisor's response, if any. Failure to complete this procedure will bar further consideration of the grievance.

2) The department head or their designee shall, within five (5) days of the receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Article 7.4 of this procedure.

3) The department head and/or their designee shall, within five (5) days of the grievance conference, render a written decision to the employee with a copy of the appeals documents.

Step Four - Administrative Appeal:

1) Within five (5) days from receipt of the written decision from the department head or their designee, the employee, if they wish to appeal the decision, shall submit an appeal to the City Manager. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon and include the original grievance and management's responses, if any. Failure to complete this procedure will bar further consideration of the grievance.

2) The City Manager or his/her designee shall, within seven (7) days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Article 7.4 of this procedure.

3) The City Manager or his/her designee shall, within seven (7) days of the grievance conference, render a written decision to the employee with a copy of all appeal documents.

4) The City Manager may, at his/her option, render a written decision based on the documents submitted for their review without the grievance conference within the time frame set forth above. If they do so, the employer may discuss this decision with the City Manager at a mutually convenient time, provided they request such meeting within seven (7) days of receipt of the City Manager's decision.

5) The decision of the City Manager shall be final, except where the grievance has resulted from a disciplinary action, in which case the employee may appeal their case to the Personnel Board of Review as set forth by the rules and regulations regarding discipline.

Nothing in this section shall prohibit more expeditious handling of the grievance.

g. Organizational Grievances:

1) In order to provide an effective mechanism whereby disagreements between the Association and the City concerning items or procedures relating to the relationship between the City and the Association may be effectively resolved, the following general grievance procedure is hereby established.

a) Where the Association has reason to believe that management is not correctly interpreting or applying a relevant provision of the current Memorandum of Understanding, the Association may file an organizational grievance by requesting in writing that a meeting be held with the authorized representatives of the City who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the general grievance and shall set forth the proposed resolution sought. Within fifteen (15) days of receipt of the general grievance, the City will schedule a meeting at a mutually agreeable time for the purpose of discussing and attempting to resolve the disagreements.

b) Within fifteen (15) days of this meeting, management will submit its decision in writing to the Association.

c) If the Association is not satisfied with the decision, they may submit a request for hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of management's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration.

d) Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days.

e) It shall be the option of the City Council to:

- Refuse to hear the appeal, or make a decision on the documentation submitted; or,
- Hold a hearing after which they shall make a decision.

f) The decision of the City Council shall be final.

h. Grievance Documents:

No documents relating to the grievance process shall be filed in the employee's personnel file. However, this shall not apply to any document setting forth a disciplinary action which is not challenged or is sustained after an appeal.

**1.22 – 1.23 Reserved**

**1.24 Americans With Disabilities Act (ADA)**

a. Because the Americans with Disabilities Act (hereinafter "ADA") requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotions, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

b. The Bargaining Unit recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The employee's Bargaining Unit will be notified of these proposed accommodations prior to implementation by the City.

c. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the Grievance/Arbitration procedure.

d. Prior to disregarding any provisions of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Bargaining Unit with written notice of its intent to disregard the provision, and if requested will allow the Bargaining Unit the opportunity to discuss options to disregarding the agreement.

**1.25 – 1.26 Reserved**

**1.27 Other Terms**

Bargaining Unit employees are also covered by the City of Escondido Personnel Rules and Regulations to the extent that said Rules and Regulations are not inconsistent with the terms of this Memorandum. In case of inconsistency between the terms of this Memorandum and the City's Personnel Rules and Regulations, the terms of this Memorandum shall prevail.

## **ARTICLE II**

### **Terms and Conditions of Employment**

#### **2.1 Attendance**

a. Employees shall, except as these rules provide to the contrary, work at least forty (40) hours per week. An employee whose duties require an irregular work schedule shall work according to a schedule recommended by their supervisor and/or Department Head and approved by the City Manager.

b. All employees shall be on duty at the times required by these rules with respect to hours, days of work and leave. However, an employee who is absent without leave and who fails to return to duty within twenty-four (24) hours after receiving written notice to do so, shall be deemed to have resigned from their position. Such employee automatically waives all rights under the Municipal Code and these rules.

#### **2.2 Work Schedule**

##### Shift Schedules:

a. In accord with the United States Department of Labor Regulations relative to the Federal Fair Labor Standards Act (FLSA), the City declares that its Safety fire service employees are qualified and shall be compensated pursuant to a 7(k) exemption and further the work period is designated as follows:

- 1) The "work period" shall be twenty-four (24) days in length; and
- 2) The "work schedule" is to be based on a fifty-six (56) hour average workweek.

#### **2.3 Workweek**

a. It is agreed that the fifty-six (56) hour average workweek for employees shall not be affected by time off (i.e., sick leave, vacation, disciplinary action, workers' compensation leave, or any other time not actually worked) in calculating premium, overtime, and pay for regular hours or for constant staffing hours.

b. Non-Safety Paramedics and Emergency Medical Technicians work twenty-four (24) hour shifts. The work schedule is based on a fifty-six (56) hour average work week, and employees are subject to overtime for hours in excess of 40 hours worked in any work week. No Compensatory Time-Off.

#### **2.4 Constant Staffing**

Constant staffing refers to a system of maintaining a fixed number of personnel on duty at all times which requires calling in off-duty employees to fill any vacancies.



Staffing and decisions regarding hiring and promotions remain the sole responsibility of the City. Opportunities for overtime assignment through the Constant Staffing Plan will remain for employees.

## **2.5 – 2.6 Reserved**

### **2.7 Overtime**

- a. All emergency callback overtime of an unscheduled nature will be compensated at the rate of time and one-half based on the hourly rate of pay for the position with two (2) hour minimum. Overtime in excess of two (2) hours shall be computed to the nearest one-half (1/2) hour.
- b. All extended shift overtime for employees will be compensated at the rate of time and one-half based on the hourly rate of pay for the position at a minimum of one-half (1/2) hour. Overtime in excess of one-half (1/2) hour shall be computed to the nearest one-half (1/2) hour.

### **2.8 Compensatory Time-Off**

- a. At the Safety employee's option, overtime earned may be compensated by time off at the rate of time and one-half the hours worked. Paramedics and Emergency Medical Technicians may not receive Compensatory Time Off.
- b. The use of Compensatory Time for time off is subject to the same limitations as non-annual vacation, i.e. non-mandatory filling and shall not be taken in increments of less than 1 hour.
- c. Employees filling/working a position created by the use of compensatory time off must take pay for that work period and shall not place the hours into the compensatory time bank.
- d. The Compensatory Time balance shall not exceed 80 hours; when the maximum accrual balance is reached, cash payment for overtime will be automatic.
- e. The entire Compensatory Time balance will be paid off in the last pay date in April each year. Employees with over twenty-five years of service with the City of Escondido Fire Department are not required to receive pay off of accrued Compensatory time.

## **2.9 – 2.10 Reserved**

### **2.11 Probationary Period**

The probationary period for the entry level position for safety and non-safety shall be twelve (12) months; provided, however, at the discretion of the City Manager, this probationary period may be extended for up to an additional six (6) months. Such extension shall be set forth in writing prior to the expiration of the 12-month probationary period, a copy of these extension notices shall be provided to the employee and Director

of Human Resources no later than five (5) days prior to the date of expiration of the probationary period.

## **2.12 Reserved**

## **2.13 Employee Helmet Purchase & Maintenance Option**

a. The City / Fire Department, as stated in AOM 120.00, Escondido Fire Department Protective Clothing and Equipment. "The Escondido Fire Department shall provide each employee with appropriate clothing and protective equipment to provide protection from the hazards of the work environment to which the employee may be exposed. Such protective clothing and equipment shall be suitable for the tasks that the employee is expected to perform."

b. Association members may choose to purchase, at their own expense, a NFPA 1971 compliant leather structural firefighting helmet. An Association member who purchases their own leather helmet must purchase a Phenix TL2 or Cairns N5A/N6A.

c. Association members who choose to purchase a personal leather helmet assume sole liability for the maintenance and repair of their personal helmet. Association members assume the risk of any damage to their personal leather helmet and understand the City has no liability for any loss, damage, or destruction sustained to a personal leather helmet.

d. Association members who choose to purchase one of two leather helmet options must also adhere to the Escondido Fire Department standards outlined in AOM 120.00 as it relates to uniform appearance.

## **2.14 Safety Equipment**

a. In addition to the uniform allowance provided herein, the City agrees to provide all safety equipment required by the City, as outlined in the Fire Department's Administrative Operation Manual (AOM) 120.01.

b. The City and the Association agree to the implementation of policy language regarding safety glasses for employees requiring corrective eye protection.

## **2.15 Reserved**

## **2.16 Disciplinary Procedures**

a. It is agreed that the City and the Association will meet and confer on disciplinary procedures for Safety and Non-Safety Personnel. Paramedics and Emergency Medical Technicians are not subject to the Firefighters Procedural Bill of Rights Act or these procedures. This article shall not limit the rights of the City Council.

b. Notwithstanding our commitment to meet and confer on disciplinary procedures, it is agreed that the Association will support a decision by the City Council to exclude itself

from the disciplinary review process or add to the present review process the option of declining to hear an appeal.

c. The following shall be subject to meet and confer during a re-opener. The adoption of Assembly Bill 220 and Government Code Section 3250 et. seq. effective January 1, 2008, mandates modification to applicable City ordinances in order to result in compliance with Government Code Section 3254.5 in particular. Therefore, and subject to implementation of these disciplinary-related MOU provisions pursuant to appropriate Council action, the parties agree as follows:

1) DISCIPLINARY SANCTIONS NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION FOR MORE THAN FIVE (5) SHIFTS/DAYS, AND/OR REDUCTION IN PAY CAUSED BY LOSS OF ASSIGNMENT, SPECIALTY PAY.

a) Pursuant to Government Code Section 11445.20, the City shall use an informal hearing procedure in those situations where a disciplinary sanction against an employee does not involve discharge, demotion, suspension for more than five (5) shifts/days and/or in reduction in pay caused by loss of assignment/specialty pay. Section 11445.20 is specifically incorporated into Sections 11500 et. seq. (see Section 11501(c) above.)

b) Accordingly, Sections 11400 et. seq. is incorporated into this MOU, with specific reference being made to Section 11445.40, which provides the basis for an informal hearing in matters subject to Sections 11400 et. seq.

c) In an informal hearing, the Fire Chief or designee shall be the presiding officer. The Fire Chief or designee shall conduct the informal hearing in accord with the procedural guidelines set forth in Sections 11445.40-11445.60. The determination of the Fire Chief shall be final and binding.

2) DISCIPLINARY SANCTIONS INVOLVING DISCHARGE, DEMOTION OR SUSPENSION FOR MORE THAN FIVE (5) SHIFTS/DAYS, OR A REDUCTION IN PAY NOT CAUSED BY LOSS OF ASSIGNMENT/SPECIALTY PAY.

a) In those instances, where the procedures in Sections 11400 et. seq. is inapplicable to an administrative appeal; the administrative appeal shall be conducted in procedural compliance with Sections 11500 et. seq. Pursuant to Section 11512, the City has determined that in those instances that shall be presided over by an administrative law judge, with the administrative law judge ("ALJ") presiding at the hearing pursuant to Section 11512(b)

b) Appeals shall be in writing, signed by the employee, and filed with the Director of Human Resources within 10 working days from receipt of final action. The hearing shall be held within 30 calendar days after receipt of the appeal letter. The appealing employee may appear personally and represent himself/herself or be represented by another of the employee's choosing.

c) During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing, unless the Administrative Law Judge, in its discretion and for good cause, otherwise directs.

d) No photography, still or motion, or voice recordings shall be taken during the hearing.

e) The ALJ, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager or designee in reaching a fair and proper decision.

f) The ALJ shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The Fire department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The affected employee may present oral or documentary evidence and may cross-examine any witness called by the department. The employee or their representative may make an opening statement on the employee's behalf. The department's representative may cross-examine any witness called by the employee. Both the department and the employee may present rebuttal evidence. The department may then make a closing statement, followed by the employee's closing statement.

g) The ALJ or designee shall not be bound by technical rules of evidence.

3. FINDINGS AND DECISIONS. The ALJ shall, within 30 calendar days after the conclusion of the hearing, render a decision to be prepared in writing. The ALJ shall determine whether the action of the Fire Chief is supported by the evidence. The decision of the ALJ shall be subject to City Council review.

### **2.17 Cellular Phone Callback Program**

a. The Cellular Phone Callback Program establishes a procedure for recalling off-duty employees back to quarters. When directed by the Fire Chief to implement the procedure, Association members participating in the Callback Program will be compensated one hundred dollars (\$100.00) per shift. Any callback to duty will result in time and one-half overtime compensation. Association members responding as participants in this callback procedure will be eligible for two (2) hour minimum callback if called to duty.

b. The City agrees to waive the Association's responsibility for maintaining an off-duty/available personnel list.

c. The City reserves the right to utilize the Cellular Phone Callback Program on an as needed basis.

### **2.18 Reserved**

## **2.19 Peoplesoft Transition**

- a. The City intends to replace its legacy payroll system during the term of this MOU in order to comply with federal and state legal obligations.
- b. The City and Association recognize that many aspects of current payroll practice and procedures will be updated as the City attempts to simplify payroll practices to ensure compliance with federal and state laws and this MOU. As the transition occurs, the City will make every effort to ensure that potential changes to any payroll procedures will not have a negative impact on employee compensation, and the City reserves the right to make de minimis increases in compensation provided in this MOU as appropriate to ensure the smooth and efficient transition to a modern payroll system.
- c. A workweek may begin on any day of the week and at any hour of the day established by the City. Generally, for purposes of minimum wage and overtime calculations, each workweek stands alone. As the City transitions away from Peoplesoft, the City will strive to acquire a payroll system capable of this task.
- d. The City will implement any agreed upon changes into our current system as we have always done, but will minimize any changes to internal process or procedures until implementation of a new payroll system. During the design and implementation of a new payroll system, the City will strive to follow the same payroll procedures for the same types of pay across bargaining units. For example, although bilingual pay amounts will likely vary across bargaining units, the processes and procedures to calculate bilingual pay should be the same. Bilingual pay is pensionable compensation, taxable, included in the MOU rate of pay, and included overtime compensation. If a change in compensation occurs as a result of the implementation of a new payroll system. The City will meet and confer to discuss options to maintain compensation at an appropriate level.
- e. The City will offer to meet and confer whenever the City learns that implementation of a new payroll system may impact the terms and conditions of employment.
- f. The City Manager is authorized to make administrative pay adjustments to ensure the pay authorized by this MOU does not decrease as a result of any change in payroll processes or procedures that result from the preparation or implementation of Workday.
- g. In support to the City's efforts to procure a replacement to its current payroll, finance, and benefits management software, PeopleSoft, and to align its labor relations regulations, personnel rules and memorandums of understanding, the City may, by giving seven (7) calendar days' notice, shall have the right to reopen this MOU to negotiate and terms and conditions of employment.

## **2.20 Station Habitation**

It is the City's intent to respect each Station as the employees' home and we are committed to provide proper repairs and, at a minimum, adequate, sanitary cooking and security conditions.

## **2.21 Strike Team Operations**

While assigned to a California Fire Assistance Agreement (CFAA), Master Mutual Aid (MMA), or Incident Management Team (IMT) deployment on an out-of-area fire, Escondido Fire Department Personnel will be housed in appropriate climate-controlled facilities, which may include hotel rooms when reasonably available.

## **ARTICLE III Benefits**

### **3.1 Retirement Plan**

a. All Employees are covered by the State of California Public Employees' Retirement System (CalPERS) program pursuant to an existing contract, as amended, between the City of Escondido and CalPERS. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement.

b. After passage of the California Public Employees' Pension Reform Act of 2013 (PEPRA), and subsequent implementation regulations, CalPERS provides separate benefits, rules and regulations for "Classic" and "New Members." Classic members are those members who entered into membership with a retirement system on or before December 31, 2012, and who do not meet the definition of "new" member in Section 7522.04(f). A new member means any of the following:

1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date;

2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Govt. Code section 7522.02;

3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

c. The City provides two tiers of retirement benefits for Classic members and a third tier for New Members.

d. The City no longer pays or reports the value of Employer Paid Member Contributions (EPMC) for any employee.

e. To the extent permitted by CalPERS and Internal Revenue Service regulations, the City shall make the employee deductions pre-tax contributions.

f. "Normal retirement age" shall mean age 50 (Classic) and age 57 (New Members) for local safety members and age 60 for (Classic) and age 62 (New Members) for local miscellaneous members.

g. If the City hire any Paramedics or Emergency Medical Technicians who would qualify for Tier I or Tier II CalPERS benefits, then they would receive those benefits in accordance with state public employee retirement law and the City contract with CalPERS.

### 3.2 CalPERS Contracted Benefits for All

a. The City has contracted with CalPERS for the following benefits for all Employees (Sections refer to the Cal. Govt. Code):

- 1) Section 21574 Fourth Level of 1959 Survivors' Benefit.
- 2) Reserved.
- 3) Section 20965 (Credit for Unused Sick Leave).
- 4) Section 21024 Military Service Credit as Public Service
- 5) Section 21548 (Pre-Retirement Option 2W Death Benefit).

#### 3.2.1 Additional CalPERS Contracted Benefits for All Local Safety Members

a. The City has contracted with CalPERS for the following benefits for local safety members:

- 1) Cal. Govt. Code Sections 21624 and 21626 (Post Retirement Survivor Allowance).

### 3.3 Specific CalPERS Contracted Benefits for Fire Classic Member – Tier I (3% @ 50)

a. In addition to the standard benefits listed in Section 3.2, Classic Member Employees shall receive the following retirement benefits in accordance with California Public Employees' Retirement law (Cal. Govt Code Section 20000 et seq.) and the City of Escondido's contract with CalPERS:

- 1) 3% at Age 50 Benefit Formula
- 2) Classic Members in Tier I shall contribute **12% (9% of member contribution and 3% as an additional contribution of the City's cost share)** of their CalPERS reported contributions to their CalPERS retirement plan in accordance with Cal. Govt. Code Section 20516. The contributions will be on a pre-tax basis.
- 3) Cal. Govt. Code Section 20042 benefit, One-Year Final Compensation, benefit.

### 3.4 Specific CalPERS Contracted Benefits for Fire Classic Member – Tier II (2% @ 50)

a. Effective December 23, 2012, the City implemented a second-tier retirement for newly hired Employees who meet the definition of Classic Members under the Public Employee Pension Reform Act (PEPRA). The following benefits apply:



1) The City will provide 2% at age 50 retirement benefit formula, Cal. Govt. Code section 21362.

2) Cost Sharing: Fire Classic Members with Tier II benefits shall contribute **12% (9% of member contribution and 3% as an additional contribution of the City's cost share)** of their CalPERS reported contributions to their CalPERS retirement plan in accordance with Cal. Govt. Code Section 20516. The contributions will be on a pre-tax basis.

3) Final compensation used to calculate the retirement benefit shall be based on average compensation earnable by a member during any consecutive 36-month period of employment and in accordance with Cal. Govt. Code Section 20037.

### **3.5 Specific CalPERS Contracted Benefits for Fire New Member (PEPRA) – Tier III (2.7% @ 57)**

a. Effective January 1, 2013, and in accordance with the Public Employees' Pension Reform Act (PEPRA), the City implemented a new benefit formula and contribution requirements for employees hired on or after January 1, 2013, and who meet the definition of a New Member under PEPRA. The following benefits apply:

1) The City will provide the CalPERS 2.7% at age 57 retirement benefit program.

2) : Fire New Members with Tier III benefits shall contribute fifty percent of the total normal cost rate, currently **14%**, of their CalPERS reported contributions to their CalPERS retirement plan. The contributions will be on a pre-tax basis.

3) Final compensation used to calculate the retirement benefit shall be based on average compensation earnable by a member during any consecutive 36-month period of employment and in accordance with Cal. Govt. Code Section 20037.

#### **3.5.1 Specific CalPERS Contracted Benefits for local miscellaneous (Non-safety Personnel) New Member – Tier III (2% @ 62)**

a. Effective January 1, 2013, and in accordance with the Public Employees' Pension Reform Act (PEPRA), the City implemented a new benefit formula and contribution requirements for employees hired on or after January 1, 2013, and who meet the definition of a New Member under PEPRA. The following benefits apply:

1) The City will provide the CalPERS 2% at age 62 retirement benefit program.

2) Employee Contribution Rate: New Members with Tier III benefits shall contribute fifty percent of their total normal cost rate, currently **7.75%**, of their CalPERS reported contributions to their CalPERS retirement plan. The contributions will be on a pre-tax basis.

3) Final compensation used to calculate the retirement benefit shall be based on average compensation earnable by a member during any consecutive 36-month period of employment and in accordance with Cal. Govt. Code Section 20037.

4) All other provisions in accordance with AB 340 shall apply.

**3.6 – 3.7 Reserved**

**3.8 Vacation**

a. Each eligible employee shall accumulate annual vacation prorated from the date of hire at the rate set forth as follows:

- The first 5 years of service inclusive = 4.62 hours a pay period for 26 pay periods. (5.00 shifts)
- 6-10 years of service inclusive = 6.46 hours a pay period for 26 pay periods. (7.00 shifts)
- 11-15 years of service inclusive = 8.31 hours a pay period for 26 pay periods. (9.00 shifts)
- 16+ years of service inclusive = 10.15 hours a pay period for 26 pay periods. (11.00 shifts)

**For Fire Safety Personnel Only:**

The beginning of the 21st year & over= 12.00 hours a pay period for 26 pay periods (13.00 shifts)

b. The City will maintain current vacation and sick leave accrual rates, provided above, until implementation of Workday. Upon Workday implementation employees shall accrue vacation leave as follows:

<b>Years of Service</b>	<b>Annual Accrual Rate</b>
<i>First 5 years of service</i>	120 hours (5.00 shifts)
<i>5 to 10 years of service</i>	168 hours (7.00 shifts)
<i>10 to 15 years of service</i>	216 hours (9.00 shifts)
<i>15 plus years of service</i>	264 hours (11.00 shifts)
<i>Fire Safety after 20 years of service</i>	312 hours (13.00 shifts)

c. Vacation Periods: Employees may use vacation hours that have been accrued and reflected on their pay statements with approval from their supervisor. Vacation may never be used in units of one (1) hour for all employees.

d. Employees will continue to receive four (4) hours of float holiday pay until the four (4) hours are added to the vacation accrual upon Workday implementation.

### 3.9 Maximum Vacation Leave Accrual

a. An Employee may not accrue more than leave eligible to earn in thirty months (annual accrual rate x 2.5 = maximum leave accrued). When an Association member reaches the maximum leave accrued, vacation leave accrual shall cease until the employees leave balance falls below the maximum allowed to be accrued.

Years of Service	Maximum Accrual
<i>First 5 years of service</i>	300 hours
<i>5 to 10 years of service</i>	420 hours
<i>10 to 15 years of service</i>	540 hours
<i>15 plus years of service</i>	660 hours
<i>Fire Safety after 20 years of service</i>	780 hours

b. No legal holiday that falls during the employee's vacation may be charged against the employee as vacation, and the leave shall be extended accordingly.

c. Employees who terminate shall be paid in a lump sum for all allowable accrued vacation leave earned prior to the effective date of termination.

d. Allowable, accrued terminal vacation pay shall be computed on a prorated basis, taking into account the number of hours worked in the last pay period of employment.

e. Vacation Buy-Back: Towards a goal of reducing overtime costs, employees have the option to sell the equivalent of one-year's earned vacation accrual back to the City during the month of April each year at straight-time value. Payment will be made on the last paycheck in April. The employee shall retain a minimum of one-half year's vacation accrual on the books at the time of the sale.

### 3.10 Reserved

### 3.11 Sick Leave

a. Sick Leave – Personal Use: Sick leave with pay shall be granted to all probationary, regular part-time, and regular employees within the personnel system. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed only in case of necessity and actual personal sickness or disability.

1) In order to receive compensation while absent on sick leave, the employee shall notify their immediate superior or the designated Fire Department point of contact prior to the time set for beginning their daily duties, or as may be specified by the Fire Chief.

2) In the event that an employee has applied for sick leave use for two (2) or more consecutive scheduled shifts, the City may require a physician's certification validating an employee's time away from work and/or any limitations. The Fire Chief may, however, require such certification or evidence the City deems necessary regarding sick leave use at any time. In no case shall the City require a physician's certification as stipulated under the Kin Care Leave Law.

3) "Evidence" as used in the prior sentence includes, but is not limited to:

a) A prognosis from the treating physician as to the expected convalescent period, if any;

b) Specific physical restrictions, if any, which bear on the employee's ability to perform his/her usual and customary duties or modified work assignments;

c) A second opinion on the employee's condition from a physician or physicians of the City's choice (and at City expense) based on independent medical evaluation(s) and/or review of the employee's physician's report.

b. Sick Leave – Accrual Rate: Sick leave shall be earned prorated from the date of hire at a proportionate accrual rate for each calendar month of service and is earned also while on sick leave. This accrual rate is based on the proportion that the typical firefighter's workweek bears to the standard 40-hour workweek. Unused sick leave shall be accumulated indefinitely. Sick leave accrual rates shall be as follows:

1) Fire Safety and Non-Safety Personnel: 5.54 hours per pay period for 26 pay periods (6.00 shifts)

2) Upon implementation of Workday, the annual sick leave accrual rate will be 144 hours per year (6 shifts)

(Note: The City will abide by, and in no case provide less sick leave than which is set forth in AB 1522, Healthy Workplace, Healthy Families Act (California Paid Sick Leave Act).

c. Sick Leave – Termination: Employees who terminate for any reason, including retirement, shall not receive cash payment for accrued sick leave. All eligibility for sick leave with pay shall be cancelled upon separation of the employee from the City service, provided that if such separation is by layoff, this accumulated eligibility may be restored to the employee in whole or in part by the City Manager upon reemployment.

d. Sick Leave – During Authorized Vacation: Employees who are on authorized vacation and become ill, or otherwise disabled through accident, not as a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided a doctor's certificate is presented to the Director of Administrative Services, indicating the total number of days to be so charged.

e. Sick Leave Conversion: Sick leave accrual may be convertible on the basis that any unused sick leave in any given year may be converted to vacation on a ratio of two (2) sick hours for one (1) vacation hour. Vacation converted from sick leave shall be subject to the same maximum accrual limitations as regular vacation accrual.

### **3.12 Family Leave**

a. Effective January 1, 2016, the Kin Care Leave Law (Labor Code Section 233) was modified per SB 579. Per the Kin Care Leave Law and the City of Escondido, employees may now use up to one year of their sick leave accruals each calendar year for the following purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee's family member.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

b. Consistent with Federal and/or State Law, the City will provide Domestic Partner benefits.

### **3.13 Child-Related Activities Leave**

Employees can take up to 40 hours per calendar year (up to 8 hours per month) for child-related activities per Labor Code Section 230.8. Employees must use their available vacation, compensatory time, or holiday leave accruals and provide reasonable notice to their supervisor for the need of such leave.

### **3.14 Bereavement Leave**

Employees may use up to one year of their sick leave accruals each calendar year for situations when an employee's presence is required elsewhere due to bereavement for members of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, domestic partner, or a person who is of significance to the employee. Exceptions to exceed the authorized hours for family leave or bereavement are subject to consideration by the City Manager on a case-by-case basis. In no event shall an employee be granted sick leave time to oversee children who are not ill (baby-sitting). In no case will the City provide less family leave than that which is set forth in State and Federal law (Note: Language is currently under Rule 21, Section 6 of the Personnel Rules and Regulations)

### **3.15 Military Leave**

a. Every employee ordered to take military leave who would have been required to work for and be paid by the City at the same time military leave is ordered shall receive

their salary or compensation as an employee of the City in accordance with the provisions of State or Federal law.

b. Upon verification of military orders, employees who are members of the military reserve or National Guard who have been called to active duty during national security, after the standard Military Leave Policy, shall receive the difference between the amount the employee would have received from their regular City gross biweekly wage (not including overtime) and the amount the employee receives from the military. Health benefits will be continued for the employee and family. An employee would continue to pay their respective portion of the benefit programs (including any premiums for family coverage,) unless benefits are waived.

### **3.16 Military/Family Medical Leave Act**

Military/FMLA leave shall be granted in accordance with the provisions of State or Federal law. All employees entitled to Military/FMLA Leave shall give the City Manager an opportunity within the limits of Military Regulations to determine when such leave shall be taken.

### **3.17 Jury And Witness Leave**

a. Jury Duty: An employee who is called or required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances the employee shall be paid their full salary and any payment received by them from the court for such duty. Employees shall provide the Personnel Office with a copy of the call to jury duty, and other documentary evidence of service as required by the City.

b. Witness Leave: Any employee who is called or required to serve as a witness shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of proper subpoena. Under such circumstances, the employee shall be paid the difference between their full salary and any payment received by them, except travel and subsistence pay, for such duty. If the court appearance is not related to an employee's work duties, i.e. a civil witness or a litigant or a criminal defendant, the employee may use accrued leave to be compensated for the time off work. Employees shall provide the Personnel Office with a copy of the legal subpoena and other documentary evidence of service as required by the City.

### **3.18 Leaves of Absence**

a. Time Off Without Pay: Association members in good standing may, with supervisory permission and five days' prior notice, take time off without pay without having to exhaust vacation leave balances. No employee shall exceed two shifts without pay within a calendar month.

b. Leave of Absence Without Pay: The City Manager may grant an employee leave of absence without pay, seniority, or benefit accruals not to exceed six (6) months. For

special education purposes, however, the City Manager may grant leaves of absence not to exceed one (1) year, without pay, provided such study is related to City employment.

1) When such special educational leave of absence is granted, the employee must agree in writing that they will return to regular, full-time employment with the City for a minimum of one (1) year. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty shall be cause for discharge.

2) When an employee is in a leave of absence without pay status, their revised hire date or date of promotion for purposes of merit increases, sick leave and vacation credit, will be the number of calendar days absent added to their former hire or promotion date, whenever such leave exceeds ten (10) regularly scheduled consecutive shifts. An employee with a nonindustrial illness or injury may opt to request Leave of Absence without pay if collecting long term disability as an alternative, prior to exhausting their entire sick leave balance. In the event of Leave of Absence due to nonindustrial injury or illness, after all sick leave is exhausted, utilization of accrued vacation shall be at the option of the employee.

3) After twelve (12) weeks of absence due to illness or injury, and while on LOA, an employee may use sick leave balances in one-hour increments to provide payment for City insurance premiums.

### **3.19 Maternity/Paternity Family Medical Leave Act/California Family Rights Act Leave**

Employees shall be granted maternity leave in accordance with state and federal law.

a. An employee may furnish the City with a statement from her physician giving the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment.

b. The City may, at its option, and at City cost, require an independent medical opinion concerning the employee's ability to safely perform her duties.

b. A temporarily disabled pregnant employee, shall be entitled to use all accumulated paid leave time for maternity leave and such additional leave of absence without pay, seniority and accrual of benefits in accordance with federal and/or state leave laws.

d. In the case of adoption and/or paternity/FMLA/CFRA leave, leave shall be in accordance with federal and/or state leave laws.

### 3.20 – 3.22 Reserved

### 3.23 Health Insurance Benefits

a. It is agreed that during the term of this Memorandum, the Association and the City agree to delegate to the Health Insurance Committee (HIC), the authority to manage the City's Health Benefits Program (CHBP). However, the decision of the City Council may overrule any decision and shall not be bound by any recommendation of the HIC.

b. HMO Health Insurance Indemnity Plans, and Health Benefit Plans, shall be subject to substitution in accord with review procedures adopted by the HIC.

c. Membership on the HIC, as set forth in Rule 19 of the Personnel Rules and Regulations, shall be as follows:

Each bargaining unit with at least twenty-five (25) or more eligible employees shall have one representative on the committee. The City's unclassified group shall provide a number of representatives equal to the total number of representatives provided by all bargaining units.

d. Healthcare Premiums and Employee Participation:

1) Medical coverage provided by the City will continue to be the lowest cost HMO medical plan as recommended by the Health Insurance Committee (HIC) and approved by the City Council; and

2) Any medical insurance premium increases will be shared equally by the City and the employee for the lowest cost HMO medical plan. Employees choosing more expensive medical plans are required to pay the increased cost between that plan and the lowest cost plan.

3) Employee rates for participation in medical coverage shall be found in Exhibits B1 and B2.

4) Employees who choose a more costly level of medical coverage, will participate at the above rates, and also pay the differential cost for the more expensive premium level.

5) For the remaining term of the agreement, employee participation toward medical premium coverage is as follows:

6) The proportional percentage change in premium each year for the base level of coverage (e.g., Kaiser) after changes in Plan Design by the HIC shall be represented in employee premium participation.

7) In the event that a majority of the Health Insurance Committee (HIC) recommends to the City Council changes in the Health Benefit Plans that either provide the same level of benefit coverage for less cost or greater level of benefit coverage for



the same or similar costs, the City will meet and confer with the Association as to implementation of the economic impact of the proposed changes.

8) Any changes to plan content will only take place upon mutual consent of the Association and the City.

e. The City and the Association agree to a plan to generate cost savings for health insurance premiums in cases where employees are eligible for coverage under an alternate health insurance plan and those cases where both spouses/domestic partners are City employees. Employees may waive a level of insurance coverage for themselves and/or their eligible dependents if they are covered under an alternate health insurance plan. Included in this plan is a rebate to the employee of a fixed amount of \$75 per month upon waiver of insurance. Move to 4.6.6 Health Insurance Rebate

f. Proof of alternate health coverage is required by signing a waiver and disclosure form. Only those employees with proof of other insurance will be allowed to waive coverage. Proof will be provided at the time of waiver and at one other time during the year. When both spouses/domestic partners are City employees, only the spouse/domestic partner who is waiving coverage will receive the \$75 monthly waiver benefit.

g. Employees will make contributions to health insurance coverage based on the insurance carrier selected.

h. Employees will be allowed to enroll during open enrollment or other times during the year as allowed by state/federal law.

### **3.24 Dental Plan**

a. The City agrees to pay premiums for employee-only dental coverage for enrollment in the City's dental plan; such premiums will continue to be paid by the City throughout the term of this agreement.

1) Employees may opt to purchase dependent dental insurance coverage in the City's plan through payroll deduction.

2) Dental insurance premium increases, for employee only coverage, will be shared equally by the City and the employee.

3) Employee rates for participation in dental coverage shall be found in Exhibits B1 and B2.

b. Rates are provided in the annual benefits summary sheet attached as Exhibits B1 and B2, revised annually on or about January 1, and shall be automatically incorporated into this MOU.

### **3.25 Life Insurance**

The City shall provide for the benefit of each employee, life and accidental death and dismemberment insurance in the minimum amount of Fifty Thousand Dollars (\$50,000). Employees may opt to purchase, at employee's expense, supplemental group term life insurance benefits through payroll deduction in accordance with the group voluntary insurance carrier guidelines. Rates are provided in the annual benefits summary sheet attached as Exhibits B1 and B2, revised annually on or about January 1, and shall be automatically incorporated into this MOU.

### **3.26 Workers' Compensation**

After a period of one (1) year of disability for safety employees, and pursuant to California Labor Code, the Payroll Section shall follow the same procedure used for miscellaneous employees.

### **3.27 – 3.28 Reserved**

### **3.29 Tuition Reimbursement**

a. Within budgetary limitations, and subject to the criteria and limitations listed below, the City will reimburse tuition and related expenses up to 100% of the normal tuition fees of the accredited college or university system in an amount up to seven hundred fifty dollars (\$750) semiannually or one thousand five hundred dollars (\$1,500) per fiscal year.

b. A maximum of \$15,000 will be allotted annually for the use of tuition reimbursement for all members (safety and non-safety employees), as outlined within this Article. Members will be allowed an opportunity to exceed the \$1,500 fiscal year cap per employee, to a maximum of \$3,000 per fiscal year. The opportunity to exceed the original cap of \$1,500 can occur through the contract term.

c. Eligibility Criteria:

1) Course content is closely related to the employee's current classification and is designed to improve job performance, or would assist the employee in preparing for a promotional opportunity.

2) To receive reimbursement, it is encouraged that the employee pursues any approved course or courses of study at an educational institution with tuition fees comparable to fees of the California State University System.

3) Course is completed with a minimum grade of "C" or its equivalent or by evidence of satisfactory completion.

4) Course is given by a school accredited by the Western Association of Schools and Colleges or equivalent, approved by the Council for Private Post Secondary and Vocational Education, or by an accredited high school.

d. Tuition and Related Expenses: The following are eligible expenses within the meaning of "Tuition and Related Expenses:"

- 1) Tuition and/or class fees and/or registration fees charged by an educational institution;
- 2) Books required for the course;
- 3) Miscellaneous mandatory charges such as health service and/or identification cards. (Parking charges are not considered required expenses and will not be reimbursed.)

e. Pre-Approval & Approval Procedures:

1) An employee shall complete the first section of the City's Tuition Reimbursement form and send it to the Human Resources Benefits Manager for pre-approval based on eligibility.

2) Upon course completion, obtain Department Head approval using the City Tuition Reimbursement form and re-submit to Human Resources Benefits Manager for approval of payment based on availability of funds, proof of expense payment and a transcript showing successful course completion.

3) Approval Process: Upon submittal, the Fire Chief will note the recommendation and forward the application to the Human Resources Department for approval.

f. Exception Review:

1) Applications which are not approved by the Fire Chief and the Director of Administrative Services may be submitted to the Tuition Review Committee.

2) The Tuition Review Committee will consist of:

City Manager or his designee  
Director of Human Resources  
Fire Chief  
One other Department Head (selected on a rotating basis)

3) By special request, the above-mentioned committee may also be petitioned for one hundred percent (100%) reimbursement.

g. Limitations/Return of Educational Reimbursement: Employees will not be reimbursed for that portion of tuition, books and mandatory fees which is reimbursed by a federal or state benefit, grant, scholarship or other reimbursement program.

h. Reimbursement Procedure: Upon preliminary approval and successful completion of approved courses, employees may request reimbursement as follows:

- 1) Complete tuition reimbursement form.
- 2) Submit proof of payment of reimbursable items.
- 3) Submit school transcript indicating the grade achieved for the completed course.

### **3.31 Reimbursement Account**

The Fire Association and the City agree to participate in the reimbursement portion of the Section 125 plan. The members of this Unit may elect, by payroll deduction, pre-tax salary to be set aside in the Medical Reimbursement Account and/or the Dependent Care Reimbursement Account. Pre-Tax health insurance premium payments will be established by negative declaration effective January 1, 1993.

### **3.32 401(k) Plan**

The City agrees to provide the availability of a 401(k) plan to Association membership. Effective January 1, 2009, and for the duration of this MOU, the plan shall be funded by employee contributions only.

### **3.33 Retirement Medical Trust**

a. ACKNOWLEDGEMENT. The City acknowledges that the Association has entered into an agreement with the *IAFF Medical Expense Reimbursement Plan of the Washington State Council of Fire Fighters Employee Benefit Trust* (hereinafter "Trust").

b. DEFINED CLASS OF EMPLOYEES RECEIVING CONTRIBUTIONS. Employees receiving contributions to the Trust, as set forth below, consist of all Safety personnel represented by the Association on or after the date of this amendment. ("Safety Employees"). Thus, fire suppression personnel shall participate in the Trust, but non-safety personnel shall not participate.

c. EMPLOYEE CONTRIBUTION AMOUNT. The Association requested and the City agreed that the City shall withhold a mandatory contribution of \$50 per pay period, on a pre-tax basis, from the pay of each Safety Employee, twice each month, and shall transfer such contributions to the Trust. No Safety Employee shall be permitted to opt-out of the mandatory contributions or receive any portion of the mandatory contribution in cash.

d. VACATION LEAVE TRANSFER. Upon a Safety Employee's separation from

City service, the City shall irrevocably transfer to the Trust, on a pre-tax basis same as other payroll deductions, an amount equal in value to 100% of the accrued vacation leave that would otherwise be paid to the employee for unused vacation leave under this Memorandum of Understanding. However, a Safety Employee, by written election made no less than 45 days prior to the employee's separation date, may also direct a portion of the accrued vacation leave to a qualifying 457 plan up to allowable annual contribution limits under Internal Revenue Service regulations. No Safety Employee shall be permitted to receive any portion of the accrued vacation leave transfer payment in cash.

e. REMITTANCE OF CONTRIBUTIONS. The City shall promptly remit the twice monthly contributions directly to the designated Trust administrator ("Administrator") for the duration of the Memorandum of Understanding in one aggregate payment, by either ACH transfer or wire. The City hereby acknowledges the Trust Agreement between the Association and the Trust and will comply with reasonable rules and procedures set by the Trust to report and deposit funds into the trust.

f. TRUST REPORTING. The City shall promptly submit to the Administrator a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, at the same time funds are sent to the Trust. The City shall also provide an initial report of contributing employees, and promptly report any changes in Safety Employee employment status.

g. MODIFICATION OF EMPLOYEE CONTRIBUTION AND LEAVE AMOUNTS. The City and the Association agree that the Association has the right, subject to approval of its members according to the Association's internal rules, to modify the amount of the mandatory employee monthly contribution addressed in Section C in any increment of \$25, or the percentage of the mandatory employee leave contribution addressed in Section D during the course of this Agreement, so long as the modification is mandatory for all Safety Employees.

h. NO CITY LIABILITY. The City shall not incur or be liable for any cost or contributions associated with the Trust. The City will only administer payroll deductions toward a qualifying employee benefit plan under the Internal Revenue Code. The City may cease payroll deductions toward the Trust if the City incurred a fee, anticipates incurring a fee, or believes the payroll deductions will expose the City to legal claims or liabilities; provided however, that the City shall provide advance notice to the Association of its intent to cease payroll deductions and allow the Association a reasonable opportunity to discuss and/or absorb any costs to the City.

i. INDEMNIFICATION. The Association shall indemnify, defend, and hold harmless the City from any claim, complaint, assessment, penalty, or damages asserted by any person or entity, including any state or federal authority, arising out of Association participation in the Trust, including but not limited to fines, fees, or penalties issued by state or federal taxing authority against the City due to Employee payroll deductions or compensation payouts that are directed to the Trust.

## **ARTICLE IV Compensation**

### **4.1 Base Pay**

- a. Pay schedules provide the amount of pay earned for one month of service at a specified step. Annual base pay is calculated by multiplying the monthly base by 12.
- b. The City calculates the Base Rate of Pay by dividing the monthly base pay amount by the number of regularly scheduled 242.67 hours of work in a month (2912 hours/year by 12 months) to achieve an hourly rate of pay.
- c. Compensation will be paid as earned. Unless specifically addressed otherwise, compensation will be distributed over designated pay periods.
- d. In determining the hourly rate as herein provided, computations resulting in three or more decimal places shall be rounded to the nearest whole cent (two decimal places); thus, computations ending in 0, 1, 2, 3, and 4 will be rounded down, computations ending in 5, 6, 7, 8 or 9 will be rounded up.
- e. Appendix A, Salary Ranges – January 2024, publishes the current pay by classification and step.
- f. Reserved.
- g. The City reserves the right to make positive salary adjustments in response to recruitment and retention issues. All adjustments will be documented in the City's compensation plan and will apply to all members in the classification. The Association shall have the right to request a salary adjustment.
- h. Effective with this agreement, all pay changes affecting Association members will take place at the beginning of the pay period in which the pay change occurs.
- i. The following comparable cities/organization were used during contract negotiations: Carlsbad, Chula Vista, Encinitas, Murrieta, Oceanside, Orange County Fire, Poway, San Diego, San Marcos, and Vista.
- j. In the event an employee is promoted to a higher pay classification, their pay in the new class will be a minimum of five percent (5%) above their current pay; that is, they will be placed at a regular pay step in the new class which is a minimum of five percent (5%) above their current pay. For the purpose of merit increases, the appropriate time in grade shall be the regular time in grade for the new pay step, which is one year for all steps.

### **4.2 Pay Steps**

- a. The City standard pay schedule provides seven (7) steps. Safety employees achieving their tenth anniversary of total service with the Escondido Fire Department, and

shall have one year of service in Step 6, will be placed at Step 7. The length of service required for advancement to the next higher step within a particular salary rate range is summarized as follows:

Step	Service*
1	Base
2	12 months' service in the previous step
3	12 months' service in the previous step
4	12 months' service in the previous step
5	12 months' service in the previous step
6	12 months' service in the previous step
7	12 months' service in the previous step

\* All steps are merit increases.

For non-safety personnel Step 6 and Step 7 are set at 2.5% increases.

b. New Hires. A new employee shall be paid the rate shown as Step "1" in the class of employment for which he or she has been hired. In special instances where such new employee possesses unique and exceptional education, training and/or experience qualifications, the department head under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on higher Step within the allocated salary rate range. Such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article.

c. Merit Advance. An employee is eligible for a merit increase every twelve months until the employee reaches the top salary step in their classification. Merit increases will only be given if the employee has satisfactory or better performance on the performance evaluation, is recommended for an increase by the Department Head and the recommendation is approved by the City Manager. With a substandard performance evaluation, a merit step increase can be withheld. Employee will be placed on an Individual Development Plan (IDP) with a defined duration (3 months, 6 months, 12 months, etc.). At the completion of a successful IDP, employee will receive a new performance evaluation and will then be eligible for a step increase. A subsequent step increase would require 12 months' service in the step.

#### **4.3 – 4.4 Reserved**

#### **4.5 Pensionable Compensation**

a. Pensionable compensation means the normal monthly rate of pay or base pay and (a) Must be for normally required duties, (b) Must be historically consistent with prior payments for the job classification, and (c) Must be reported periodically as earned. Pensionable compensation is for services rendered on a full-time basis during normal

working hours and will be paid based upon a publicly available pay schedule. [See 2 CCR 571, 2 CCR 571.1] Pensionable compensation for also specifically excludes certain types of pay from being reported as pensionable compensation, including, bonuses, overtime, pay for additional services outside normal working hours, cash payouts for unused leave (vacation, annual, sick leave, CTO, etc.), and severance pay, among others.

- b. Pensionable compensation may differ for CalPERS classic and new members.
- c. The City will report pensionable pay in accordance with California Public Employees' Retirement law and CalPERS requirements. Any changes in CalPERS practices or reporting requirements will result in an offer to meet and confer on the proposed changes or their impacts.
- d. Changes in California Public Employees' Retirement Law and changes in CalPERS interpretation of California retirement law shall preempt any MOU language in conflict with the law or CalPERS regulatory interpretations including but not limited to policy letters.
- e. Special Compensation. This section is organized by CalPERS designated categories; (1) Incentive Pay, (2) Educational Pay, (3) Premium Pay, (4) Special Assignment Pay and (5) Statutory Items.

#### **4.5.1 Incentive Pay**

Longevity Compensation: In an effort to retain employees that are trained and qualified within the Escondido Fire Department, the following longevity compensation schedule will be implemented for Safety employees. Employees achieving their fifth anniversary of total service with the City of Escondido Fire Department will receive a stipend of \$1,000 payable on the first pay period beginning after their service anniversary. Such stipend will be paid annually after achieving the anniversary, and will be paid only to employees achieving an overall satisfactory performance rating in the previous evaluation period. This stipend will continue until the member becomes eligible for the longevity Step 7 and will then stop.

#### **4.5.2 Education Pay**

a. Certification and Education Incentive Pay: The following is a list of certifications or degrees that qualify Safety Personnel for Certification and Incentive Pay:

- 1) The required classes and details of each certification will be described in the appropriate policy in the Administrative Operations Manual (AOM) 705.00. The City and Association mutually agree to discuss possible changes to the required classes as changes occur in the curriculum.



b. Certification Pay:

- 1) Paramedic Certification Pay: 2.5% of base pay per month

Maintain San Diego County Paramedic License.

Engineers and Captains only (current annual Paramedic Certification pay of \$450.00 dollars is eliminated for these qualified classifications; Article IX, Section 5).

- 2) Technical Rescue Certification: 1.0% of base pay per month

Complete five rescue classes outlined in the AOM 705.00.

Certification in this category must be current with renewal occurring as required by the State Fire Marshall. All represented classifications are eligible to qualify.

- 3) Wildland Certification: 1.0% base pay per month

Complete four wildland classes outlined in the AOM 705.00.

Certification in this category must be current with renewal occurring as required by the State Fire Marshall or the national Wildfire Coordinating Group (NWCG). All represented classifications are eligible to qualify.

- 4) Acting Engineer Certification: 1.0% base pay per month

Complete two classes as outlined in the AOM 705.00 and complete the Acting Engineer Taskbook.

Firefighter/Paramedic is the only eligible classification. Engineers will be eligible for this pay up to 12 months after promotion to Engineer or upon completion of the Acting Captain Certification, whichever occurs first.

- 5) Acting Captain Certification: 1.0% base pay per month

Complete CSFM Fire Officer Certification or Company Officer coursework as outlined in the AOM 705.00.

Firefighter/Paramedic and Engineer are the only eligible classifications. Captains will be eligible for this pay up to 12 months after promotion to Captain *or upon completion of the Acting Battalion Chief Certification, whichever occurs first.*

- 6) Acting Battalion Chief Certification (Captains only): 1.0% base pay per month

Complete the Acting Battalion Chief Taskbook and have an Associate's Degree or a Bachelor's Degree in Fire Science, Business Administration, Management, Public Administration, or other related course study. (Note: The Bachelor's Degree requirement can be met with an educational plan approved by the Fire Chief.)

Fire Captain is the only eligible classification.

c. Educational Incentive Pay:

- 1) Associates Degree: 2.0% of base pay per month
- 2) Bachelor's Degree: 4.0% of base pay per month

d. Certification and Incentive Pay Criteria:

- 1) Reserved.
- 2) Reserved.
- 3) Fire Administration will notify Human Resources of the certifications and qualifications upon successful completion of requirements.
- 4) Employees are responsible for supplying all transcripts or certificates to verify course completion. All courses must have a "C" grade or better to qualify.
- 5) Coursework submitted for educational incentive pay must be obtained from a school accredited by the Western Association of Schools and Colleges or equivalent, or approved by the Council for private post-secondary education.
- 6) Certification Pay is capped at 5.5% of base pay per month. Does not include Education Pay.
- 7) Certification and incentive pay shall be reported to CalPERS as "special compensation." In accordance with CalPERS reporting requirements, special compensation will be reported separately from an employee's hourly base rate of pay.
- 8) Employees promoting to a new classification shall not carry forward certification pay uniquely attributable to the subordinate classification and shall only receive certification pay that is attributable to their new classification. Employees will be granted a 12-month transition period to achieve the certification that may be applicable to qualify for the next certification level in the series.

e. Paramedic Certification:

1) The City agrees to pay a cash stipend of Four Hundred and Fifty Dollars (\$450.00) for each year of continuing Paramedic Certification for Safety Firefighter/Paramedics. Such stipend shall be paid on the first pay period following the employee's Certification anniversary each year.

2) The stipend will begin when the employee's State of California Paramedic License is renewed for the first time as a Firefighter/Paramedic.

3) Such stipend shall be paid on the first pay period following the employee's License certification anniversary each year.

4) Paramedic certification pay shall cease upon promoting into another rank or at the time of termination of employment with the City of Escondido.

**4.5.3 Reserved**

**4.5.4 Special Assignment Pay**

a. Mentor/Preceptor Pay:

1) Employees assigned to a Mentor or Preceptor role of new, newly promoted employees, or student interns, shall receive training pay upon completion of the training assignment, as follows:

<i>Trainer</i>	<i>FF/Paramedic</i>	<i>Paramedic</i>	<i>Paramedic Intern</i>	<i>EMT</i>
<b>FF/Paramedic</b>	\$1,000	\$1,000	\$1,000	\$500
<b>Paramedic</b>	\$500	\$500	\$500	\$250

2) The Fire Chief shall determine satisfactory completion of the training assignment.

b. Bilingual Pay: The City agrees to pay Two Hundred Dollars (\$200.00) per month to qualified and eligible employees for verbal bilingual skills. The City agrees to pay Seventy-Five Dollars (\$75.00) per month to qualified and eligible employees for written bilingual skills. The City reserves the right to establish eligible languages based upon a demonstrated need within the community and the criteria for eligibility for the skill pay and shall verify through testing procedures developed by the City, that employees are qualified and eligible. Certification testing requires approval by the Fire Chief.

c. Special Weapons and Tactics (SWAT) Assignments (Safety Personnel):

1) If and when the Police Department SWAT is no longer operational, the following assignments/compensation shall concurrently end.

2) Firefighter personnel assigned to the Police Department Special Weapons and Tactics Unit and performing in a satisfactory manner in the assignment shall be compensated as follows:

- a) SWAT Pay: \$50.00 per month
- b) SWAT Training Assignments During Off-Duty Time: Compensation at time and one half pay up to twenty (20) hours per quarter
- c) SWAT Uniform Requirements: An additional \$100.00 per year

#### **4.5.5 Statutory Items – Classic Members**

a. Holidays: Every employee in the Personnel System, except members of the Fire Department who are required to be on duty for a twenty-four (24) hour shift, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety or general welfare, in which later event, any such employee shall be entitled to an in lieu holiday or overtime pay, in accordance with these rules.

1) Safety and Non-Safety members of the Fire Department shall be credited for holidays as follows:

- a) Eleven and one-half (11.5) hours of Holiday time shall be credited to each Safety and Non-Safety employee's account on a monthly basis. This includes Personnel who are temporarily assigned to a 40-hour training schedule.
- b) Holiday hours will be compensated on a straight time basis.
- c) Employees who terminate shall be paid in a lump sum for all accrued holiday time earned prior to the effective date of termination.

b. Uniform Allowance:

1) The Uniform Allowance for Safety employees shall be eight hundred dollars (\$800.00) per year, and four hundred dollars (\$400.00) for Non-Safety employees. Employees receive uniform allowance proportionally per pay period and is reported to CalPERS as such, versus a one-time lump-sum payment annually. Association members will be responsible for purchasing and wearing a "Uniform Safety Boot" as part of their station uniform. All Safety employees will be required to purchase a Class A uniform by their fifth (5<sup>th</sup>) year of employment.

2) Uniforms The City agrees to compensate employees for uniform damage in the course of their employment, should the damage justify such action. It is the understanding of both parties to this agreement that uniform replacement does not apply to normal wear and tear.

3) In the event that the City requires a uniform change, it is agreed that this M.O.U. will be reopened for the sole purpose of determining the method of provision of said uniforms; whether uniform change is considered safety equipment; if it is to be purchased with uniform allowance; and if the latter is determined to be the case, the amount of future allowance. The City retains the right to designate the uniform dealer, the method of implementation, and the implementation date of any change in uniform.

4) Should changes occur to the SWAT Unit by determination of the Police Chief or Fire Chief such that Fire Department personnel are no longer assigned to SWAT duty, SWAT Pay, Uniform Allowance and Training Pay will be eliminated.

c. Premium pay: One and one-half (1 1/2) times the normal rate of pay, shall be paid for all hours in excess of the FLSA guidelines in each work period. (The FLSA guidelines permit 182 hours per 24-day work period to be paid at the regular rate of pay for Safety Personnel.) Therefore, each Safety employee will accrue six (6) hours of premium pay in each pay period. Compensation, including overtime, shall be averaged on a per pay period basis.

#### **4.6 Non-Pensionable Compensation**

##### **4.6.1 – 4.6.5 Reserved**

##### **4.6.6 Non-Pensionable Compensation PEPRA Uniform Allowance**

###### **a. Uniform Allowance:**

1) The Uniform Allowance for Safety employees shall be eight hundred dollars (\$800.00) per year, and four hundred dollars (\$400.00) for Non-Safety employees. Employees receive uniform allowance proportionally per pay period and is reported to CalPERS as such, versus a one-time lump-sum payment annually. Association members will be responsible for purchasing and wearing a "Uniform Safety Boot" as part of their station uniform. All Safety employees will be required to purchase a Class A uniform by their fifth (5<sup>th</sup>) year of employment.

2) The City agrees to compensate employees for uniform damage in the course of their employment, should the damage justify such action. It is the understanding of both parties to this agreement that uniform replacement does not apply to normal wear and tear.

3) In the event that the City requires a uniform change, it is agreed that this M.O.U. will be reopened for the sole purpose of determining the method of provision of said uniforms; whether uniform change is considered safety equipment; if it is to be purchased with uniform allowance; and if the latter is determined to be the case, the amount of future allowance. The City retains the right to designate the uniform dealer, the method of implementation, and the implementation date of any change in uniform.

4) The \$100 annual allowance for SWAT participation is not pensionable compensation for PEPRA members.

**4.6.7 Out-of-Class Pay**

A shift Safety employee shall receive pay at five percent (5%) above their regular rate or Step 1 of the out-of-class position, whichever is greater commencing on any shift worked out-of-class.

**4.6.8 One Time Stipend**

All Association members performed essential work during the Covid-19 public health emergency. Upon contract approval, the City agrees to provide a one-time stipend of \$2,000 for each employee who worked for the City of Escondido on or before April 10, 2023, during the Covid-19 public health national emergency. This compensation is not pensionable income but will be used to calculate over-time compensation.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

For the City of Escondido:

For the Escondido Firefighters' Association:

\_\_\_\_\_  
Jessica Perpetua

\_\_\_\_\_  
Charles (Joe) Portman

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO

By: \_\_\_\_\_  
Gary McCarthy,  
Assistant City Attorney

**EXHIBIT "A"**  
**SALARY RANGES JANUARY 2024**

**Safety Personnel**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>FF/Paramedic</b>	<b>7,212</b>	<b>7,573</b>	<b>7,952</b>	<b>8,350</b>	<b>8,767</b>	<b>9,205</b>	<b>9,666</b>
<b>Fire Engineer</b>	<b>7,573</b>	<b>7,952</b>	<b>8,350</b>	<b>8,767</b>	<b>9,205</b>	<b>9,665</b>	<b>10,149</b>
<b>Fire Captain</b>	<b>8,889</b>	<b>9,333</b>	<b>9,800</b>	<b>10,290</b>	<b>10,804</b>	<b>11,345</b>	<b>11,912</b>

**Non- Safety Personnel**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>EMT</b>	<b>4,414</b>	<b>4,635</b>	<b>4,867</b>	<b>5,110</b>	<b>5,366</b>	<b>5,500</b>	<b>5,637</b>
<b>Paramedic</b>	<b>5083</b>	<b>5337</b>	<b>5604</b>	<b>5884</b>	<b>6178</b>	<b>6333</b>	<b>6491</b>

# Exhibit "B1"

## SAFETY FIRE

### 2024 BENEFIT SUMMARY

Benefit/Provider	Monthly Contributions		
	Coverage Level	City Pays	Employee Pays
Kaiser HMO	Employee Only	\$529.16	\$108.26
	Employee + 1	\$1,058.34	\$216.50
	Family	\$1,494.46	\$309.40
Kaiser HDHP w/HSA <small>Note: The City will contribute to an employee's HSA: \$800 for Employee Only coverage; \$1,600 for Employee + 1 or Family coverage</small>	Employee Only	\$435.46	\$78.72
	Employee + 1	\$870.90	\$157.46
	Family	\$1,229.46	\$225.64
Delta Preferred PPO	Employee Only	\$37.34	\$0.00
	Employee + 1	\$36.02	\$37.44
	Family	\$33.24	\$92.72
DeltaCare DMO	Employee Only	\$22.16	\$0.64
	Employee + 1	\$22.16	\$18.70
	Family	\$22.16	\$38.34
Anthem BlueView Vision	Employee Only	n/a	\$7.11
	Employee + 1	n/a	\$12.72
	Family	n/a	\$21.08
Critical Illness (The Hartford)	Employee Only Employee + Spouse One Parent Family Two Parent Family	n/a n/a n/a n/a	Rates vary based on age and coverage-See Benefits
Accident –Low Plan (The Hartford)	Employee Only	n/a	\$5.20
	Employee + Spouse	n/a	\$8.18
	Employee + Children	n/a	\$8.55
	Two Parent Family	n/a	\$13.51
Accident – High Plan (The Hartford)	Employee Only	n/a	\$8.09
	Employee + Spouse	n/a	\$12.74
	Employee + Children	n/a	\$13.46
	Two Parent Family	n/a	\$21.19
Hospital Indemnity Plan (The Hartford)	Employee Only	n/a	Rates vary based on age and coverage
	Employee + Spouse	n/a	
	One Parent Family	n/a	
	Two Parent Family	n/a	
ARAG – Legal Plan	Plan Membership	n/a	\$24.25
Supplemental Life Insurance (The Hartford)	Age rated coverage for self, spouse and children	n/a	Rates vary based on coverage
Group Life Insurance (The Hartford)	Basic Life and AD&D: \$50,000 Dependent Life: \$1,000	City pays full cost	No cost to employee
Section 125 Pre-tax Premiums, Medical and Dependent Care Flexible Spending Accounts	Provider: TRI-AD Employee may set aside tax-free FSA \$ Annual minimum (both FSAs): \$240 Medical FSA annual max: \$3,050 Dependent FSA annual max: \$5,000		



## SAFETY FIRE

### 2024 BENEFIT SUMMARY

Benefit/Provider	Description
California Firefighters Benefit Trust	Mandatory Employee Contribution: \$100 per month
Long Term Disability	Administered through the California Association of Professional Firefighters
Retirement Plan (CalPERS Defined Benefit Plan)	Employee and Employer share the cost Tier 1 Classic: 3% @ 50    Employee contribution rate = 12%    Single Highest Year Tier 2 Classic: 2% @ 50    Employee contribution rate = 12%    3 Year Highest Avg Tier 3 PEPR: 2.7% @ 57    Employee contribution rate = 14%    3 Year Highest Avg
401 (k), 457 and Payroll Roth IRA Plans (MissionSquare Retirement)	Employee contributions to plans are optional
Health Insurance Waiver Rebate	\$75 per month for waiving at least one level of health insurance
Holidays in Lieu	11.5 credited on a monthly basis
Sick Leave Accrual	12 hours per month No maximum accrual
Annual Vacation Accrual	Years of Service 1 to 5                    120 hours 6 to 10                  168 hours 11 to 15                 216 hours 16 to 20                 264 hours 21+                        312 hours
Work-Life Benefits	Employee Assistance Program (EAP) – counseling services The Hartford – Travel Assistance & Identity Theft Program 529 College Savings Plan
Employee Discounts	Gym Membership Dell Computers Apple Products AT&T, T-Mobile and Verizon Cellphones Working Advantage Program – entertainment discounts Fun Express – entertainment discounts Education Discounts: National University, Grand Canyon University and Waldorf University

# Exhibit "B2" NON-SAFETY FIRE

## 2024 BENEFIT SUMMARY

Benefit/Provider	Monthly Contributions		
	Coverage Level	City Pays	Employee Pays
Kaiser HMO	Employee Only	\$529.16	\$108.26
	Employee + 1	\$1,058.34	\$216.50
	Family	\$1,494.46	\$309.40
Kaiser HDHP w/HSA <small>Note: The City will contribute to an employee's HSA: \$800 for Employee Only coverage; \$1,600 for Employee + 1 or Family coverage</small>	Employee Only	\$435.46	\$78.72
	Employee + 1	\$870.90	\$157.46
	Family	\$1,229.46	\$225.64
Delta Preferred PPO	Employee Only	\$37.34	\$0.00
	Employee + 1	\$36.02	\$37.44
	Family	\$33.24	\$92.72
DeltaCare DMO	Employee Only	\$22.16	\$0.64
	Employee + 1	\$22.16	\$18.70
	Family	\$22.16	\$38.34
Anthem BlueView Vision	Employee Only	n/a	\$7.11
	Employee + 1	n/a	\$12.72
	Family	n/a	\$21.08
Critical Illness (The Hartford)	Employee Only Employee + Spouse One Parent Family Two Parent Family	n/a n/a n/a n/a	Rates vary based on age and coverage-See Benefits
Accident –Low Plan (The Hartford)	Employee Only	n/a	\$5.20
	Employee + Spouse	n/a	\$8.18
	Employee + Children	n/a	\$8.55
	Two Parent Family	n/a	\$13.51
Accident – High Plan (The Hartford)	Employee Only	n/a	\$8.09
	Employee + Spouse	n/a	\$12.74
	Employee + Children	n/a	\$13.46
	Two Parent Family	n/a	\$21.19
Hospital Indemnity Plan (The Hartford)	Employee Only	n/a	Rates vary based on age and coverage
	Employee + Spouse	n/a	
	One Parent Family	n/a	
	Two Parent Family	n/a	
ARAG – Legal Plan	Plan Membership	n/a	\$24.25
Supplemental Life Insurance (The Hartford)	Age rated coverage for self, spouse and children	n/a	Rates vary based on coverage
Group Life Insurance (The Hartford)	Basic Life and AD&D: \$50,000 Dependent Life: \$1,000	City pays full cost	No cost to employee
Section 125 Pre-tax Premiums, Medical and Dependent Care Flexible Spending Accounts	Provider: TRI-AD Employee may set aside tax-free FSA \$ Annual minimum (both FSAs): \$240 Medical FSA annual max: \$3,050 Dependent FSA annual max: \$5,000		

**NON-SAFETY FIRE**

**2024 BENEFIT SUMMARY**

<b>Benefit/Provider</b>	<b>Description</b>
Short Term Disability	Provider: The Hartford Employee pays .715% of salary
Long Term Disability	Provider The Hartford Employee pays .50% of salary
Retirement Plan (CalPERS Defined Benefit Plan)	Employee and Employer share the cost Tier 1 Classic: 3% @ 60    Employee contribution rate = 8%    Single Highest Year Tier 2 Classic: 2% @ 60    Employee contribution rate = 7%    3 Year Highest Avg Tier 3 PEPR: 2% @ 62    Employee contribution rate = 7.75% 3 Year Highest Avg
401 (k), 457 and Payroll Roth IRA Plans (MissionSquare Retirement)	Employee contributions to plans are optional
Health Insurance Waiver Rebate	\$75 per month for waiving at least one level of health insurance
Holidays in Lieu	124 hours credited on a monthly basis
Sick Leave Accrual	9 hours per month, no maximum accrual
Annual Vacation Accrual	Years of Service 1 to 5                    5 shifts - 120 hours 6 to 10                 7 shifts - 168 hours 11 to 15                9 shifts - 216 hours 16 to 20                11 shifts - 264 hours
Work-Life Benefits	Employee Assistance Program (EAP) – counseling services The Hartford – Travel Assistance & Identity Theft Program 529 College Savings Plan
Employee Discounts	Gym Membership Dell Computers Apple Products AT&T, T-Mobile and Verizon Cellphones Working Advantage Program – entertainment discounts Fun Express – entertainment discounts Education Discounts: National University, Grand Canyon University and Waldorf University