

PROPOSED MOU STRIKEOUT VERSION

Memorandum of Understanding between Representatives of the Escondido Firefighters' Association - Safety Personnel – Non-Safety Personnel and the City of Escondido

ARTICLE IX

WAGES AND CLASSIFICATIONS

Paragraphs 2, 3, 6, 7 & 9 Strike-out

2.
 - a. All classifications will receive a 2.5 % across-the-board salary increase.
 - b. 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.
3. Salary Schedule:
 - a. The salary schedule effective for the term of this agreement is depicted on "Exhibit A."
 - b. Exhibit A, Salary Ranges January 2023 provides the new steps after removal of the bottom three steps and the addition of three new steps at the top of the salary schedule. Seven steps remain for Safety Personnel and five steps for Non-Safety Paramedics. A five (5) percent difference in steps will remain. Incumbents in Step 1, Step 2, Step 3 or Step 4 in 2022, will move to the new Step 1 in Exhibit A. All incumbents will be placed at the closest new step that corresponds to their current base rate of pay, without a decrease. All incumbents will then proceed through the step system on their regularly scheduled step advancement date.

Attachment "2"

c. Following implementation of the new 2023 salary schedule, employees will be eligible for a step increase on their next regularly scheduled step advancement date. However, after their next regularly scheduled step advancement date, all subsequent steps shall require one year of service before advancement. The City will no longer provide advancement from Step 1 or Step 2 after six months.

6. 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.

7. Mentor/Preceptor Pay:

Mentors and Preceptors in the paramedic program shall be paid "Mentor Pay" or "Preceptor Pay" for each Firefighter/Paramedic or Non-Safety Paramedic trainee assigned to the Mentors or Preceptors as approved and required by the City, upon completion of the training assignment. The Fire Chief shall determine satisfactory completion of the training assignment.

"Mentor or Preceptor Pay" to mentor/preceptor a Firefighter/Paramedic is One Thousand dollars (\$1,000.00) or Five Hundred dollars (\$500.00) to mentor/preceptor a Non-Safety Paramedic or an Emergency Medical Technician.

9. 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:

Five years' service:

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. Additionally, the stipend will be considered as part of total compensation comparison with other fire agencies.

Ten years' service:

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 on the seven-step salary schedule and will be advanced to the next step on their salary schedule. They will continue progressing within the salary range according to the Personnel Rules for salary progression.

Attachment "2"

EXHIBIT A

Salary Ranges January 2023

Safety Personnel

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

Non- Safety Personnel

	Step 1	Step 2	Step 3	Step 4	Step 5
Paramedic	4,911	5,157	5,415	5,685	5,970

ARTICLE XIX

HOLIDAYS

1. Holidays: Every regular, regular part-time and every probationary 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.

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.

ARTICLE XXXII

MOU REOPENERS

Peoplesoft Transition/MOU Alignment & Reorganization

1. The City will continue efforts to replace its legacy payroll, benefits and financial management system, PeopleSoft, during the term of this MOU in order to comply with federal and state law obligations.
2. The City and Association recognize that many aspects of current payroll practice and

Attachment "2"

benefit management procedures will be updated as the City attempts to simplify payroll practices to modernize and 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. The City will notify the Association of all planned changes.

3. A workweek may begin on any day of the week and at any hour of the day established by the employer. Generally, for purposes of minimum wage and overtime calculations, each workweek stands alone.
4. 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 or compensation.
5. The City and Association agree to explore options to place Emergency Medicine Technicians in a bargaining unit.
6. 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.

ARTICLE XXVII

TUITION REIMBURSEMENT

1. 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.

A maximum of \$15,000 will be allotted annually for the use of tuition reimbursement for all FFA members (safety and non-safety employees), as outlined within this Article. For the term of the **2021-2022** MOU only, FFA 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..

ARTICLE XXVIII

CERTIFICATION AND EDUCATION INCENTIVE PAY

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

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.

Certification Pay:

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).

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.

Wildland Certification:1.0% base pay per month

Complete four wildland classes outlined in the AOM 705.00.

Attachment "2"

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.

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.

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.*

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.

Attachment "2"

Educational Incentive Pay:

Associates Degree:.....2.0% of base pay per month

Bachelor's Degree:.....4.0% of base pay per month

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

Attachment "2"

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.