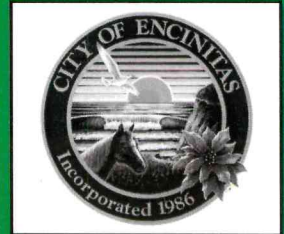


MEMORANDUM OF UNDERSTANDING



CITY OF ENCINITAS
and the
ENCINITAS FIREFIGHTER'S ASSOCIATION
(EFFA), IAFF 3787



January 1, 2022 –
December 31, 2025



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
CITY OF ENCINITAS
AND THE
ENCINITAS FIREFIGHTER’S ASSOCIATION (EFFA), IAFF 3787

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MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
CITY OF ENCINITAS
AND THE
ENCINITAS FIREFIGHTER'S ASSOCIATION (EFFA), IAFF 3787

ARTICLE 1. Preamble

This Memorandum of Understanding is entered into by and between the City of Encinitas, hereinafter referred to as the "City" or "Employer," and the Encinitas Firefighter's Association hereinafter referred to as the "Association."

This Memorandum of Understanding is entered into pursuant to Government Code Section 3500-3510 and has been jointly prepared by the duly appointed representatives of the City of Encinitas and the Encinitas Firefighter's Association.

It is the purpose of this Memorandum of Understanding to achieve and maintain harmonious relations between the City and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish specific agreements about certain wages, hours and other conditions of employment.

ARTICLE 2. Recognition

Section 2.1 Exclusive Recognition

The Employer recognizes the Association as the exclusive representative of Employees employed in classifications listed in Section 2.2. This Memorandum of Understanding shall be applicable to the classifications identified herein below, including personnel serving by acting promotional appointment, but not including those temporary, reserve, paid call or voluntary employees, and any other class of employee historically not represented by the Association.

Section 2.2 Bargaining Unit Classifications

The following classifications are recognized as approved classifications that may be represented by the Association for the "meet and confer" process:

- 2.21 Fire Captain (including staff assigned Captains)
- 2.22 Fire Engineer
- 2.23 Firefighter/Paramedic III, II, I
- 2.24 Probationary Firefighter/Paramedic
- 2.25 Any new classes added by mutual agreement during the term of this Memorandum of Understanding.

Section 2.3 Dues Deductions

Membership dues and such other fees as may be properly requested and lawfully permitted shall be deducted by the City from the salary of any employee in a classification represented by the Encinitas Firefighters' Association who files with the City a written authorization requesting that such sums be deducted as the Association may from time to time certify to the City. Remittance of the aggregate amount of dues and other deductions made from the salaries of bargaining unit members shall be made to the Association by the City as promptly as practical.

Section 2.4 Indemnification.

The Association shall defend, indemnify and hold harmless the City in the event of civil claim or civil suit or criminal complaint or other action against the City in regard to payroll deductions for Association dues.

ARTICLE 3. Association Business

Section 3.1 Association Time Off

The Association shall receive six (6) shifts per calendar year of Association time off, with pay, in order to attend functions such as conferences, seminars and workshops.

Section 3.2. Meeting Attendance

The Association may select employees to attend meetings scheduled with City and Fire Department management on subjects within the scope of representation.

Section 3.3. Number of Employees in Attendance

The number of employees who attend a particular meeting shall be as agreed upon in advance between the Association and Management.

Section 3.4. Paid Release Time

The employees shall receive paid release time for that portion of the meeting held while the employees are on duty.

ARTICLE 4. Management Rights

Section 4.1 Management rights.

Management retains, exclusively, all its inherent rights, functions, and duties except where specifically limited by clear and unambiguous provision of this Memorandum of Understanding. The rights of management include, but are not limited to, the exclusive right to determine its organization; direct the work of its employees; determine the times

and hours of operation; determine the level, means, and kinds of services to be provided; determine the technology of performing its work; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of City and subsidiary district operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; hire, classify, assign, evaluate, promote, lay off, terminate and discipline employees; and take action on any matter in the event of an emergency.

Section 4.2 Work Rules

The Fire Chief specifically retains the right to make and enforce reasonable work rules.

Section 4.3 Provisions of Law

The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the City, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum of Understanding and then only to the extent such specific and express terms are in conformance with Federal and State law.

Section 4.4 Notice

Except in emergencies, the City shall not make any changes to matters specified by this Memorandum of Understanding without first notifying the Association and, if requested by the Association, negotiating about the effect of the proposed changes. In case of emergencies, the City shall give notice and negotiate, if requested, as soon as reasonably possible.

ARTICLE 5. Rules and Regulations

Section 5.1 Member Responsibility

The Association agrees that all of its members shall familiarize themselves with the rules, regulations, manual of operations, policies and orders affecting the operation of the Fire Department and City of Encinitas.

Section 5.2 Conflict of Provisions

Should the specific provisions of this Memorandum of Understanding and any provisions in the Rules and Regulations, the Administrative Manual and orders of the Fire Department or the City of Encinitas be in conflict, the provisions of this Memorandum of Understanding shall prevail.

5.3 Changes in Ordinances or Policies

The City and the Association shall meet and confer on any proposed adoption or changes to the City ordinance or policies relating to conduct and discipline, substance abuse or any other matters of wages, hours or other terms and conditions of employment within the scope of mandatory bargaining. The Fire Chief specifically retains the right to make and enforce reasonable work rules.

5.4 Draft Policies – 30 Day Review Period

The City shall forward drafts of policies regarding wages, hours, benefits and other terms of employment to the Association for review and comment prior to adoption by the City. The Association shall have at least 30 days prior to adoption to provide comments as provided in Section 5.3.

ARTICLE 6. Salaries/Compensation

Section 6.1 Salary Adjustments

Effective January 1, 2022, The base wages for all classifications will increase 3.0%

Effective January 1, 2023, the base wages for all classifications will increase 3.0%.

Effective January 1, 2024, the base wages for all classifications will increase 3.0%.

Effective January 1, 2025, the base wages for all classifications will increase 3.0%.

Section 6.2 Staff Positions

Employees assigned to authorized staff positions by the Chief shall be paid ten percent (10%) above their normal base pay rate. (Staff assigned employees shall not lose their FLSA compensation normally provided them when assigned to shift.)

Section 6.3. Salary Schedule (Appendix “A”)

Appendix “A” of this Memorandum of Understanding lists the pay rates and range placements for the classifications represented by this bargaining unit during the term of this agreement.

Section 6.4 Lack of Adequate Funding

This Memorandum of Understanding is entered into by the parties hereto in anticipation that the employer will receive adequate tax revenues to fully fund City operations. In the event such additional funding is not available to the City in an amount nearly equal to the prior year's funding which would make payment of the

employer's obligation impossible, then this Memorandum of Understanding, to the extent that is affected by lack of adequate funding, shall release the City of its obligations to maintain the salary schedule and employee benefits otherwise agreed to herein.

ARTICLE 7. Overtime Pay

Section 7.1 Paid Time

Overtime compensation at a premium rate of time and one-half (1-1/2) shall be paid to employees who perform work in excess of their normal work week, except that, time and one-half shall not be paid for hours not deemed to have been worked in excess of 182 hours in a twenty-four (24) day work cycle. Paid time (including vacation, sick leave, bereavement leave, Association business, and workers' compensation) will be considered as "hours deemed to have been worked" for the purpose of determining eligibility for overtime pay.

Section 7.2 Compensation Included in the Regular Rate for Overtime

The employee's overtime pay rate will be calculated by including the employee's base salary, educational incentive pay, holiday pay, Emergency Medical Technician pay, Paramedic Certification pay, and annual cash-out option for sick leave. This rate of pay will be used to determine the employee's premium pay at time and one-half (1-1/2).

Section 7.3 Compensation Excluded from the Regular Rate for Overtime

Standby Pay, Reimbursement for Repair or Replacement of Employee's Personal Property, Clothing Allowance, Cafeteria Plan/Medical Insurance Cash Out and other benefits are not remuneration for services rendered or payment of a bonus. These benefits shall not be included in the calculation of the regular rate for payment of overtime. California Public Employees Retirement System regulations govern whether such payments by the employer are included for purposes of calculation final compensation.

Section 7.4 Federal Requirement

If the provisions for the Federal requirement of premium pay is ruled not legally required to be paid by the employer, the provisions for time and one-half (1-1/2) shall become void.

Section 7.5 Work Beyond Regular Shift or Called Back to Duty

When any member shall work beyond the termination of their regular working shift, or is called back to duty by the Fire Chief or the Fire Chief's designee, they shall receive compensation for that time at premium hourly pay rate, as defined in Article 7 (Overtime Pay), Section 7.1 (Paid Time.)

ARTICLE 8. Certification Pay

Section 8.1 Paramedic Certification Pay

Effective January 1, 2022 ,each Firefighter/Paramedic, Fire Engineer, and Fire Captain having and maintaining State of California and County of San Diego certification as a paramedic shall receive \$250.00 per month in paramedic certification pay in addition to other pay and allowances.

Effective January 1, 2023, paramedic certification pay shall increase \$100.00 per month to \$350.00.

Effective January 1, 2024, paramedic certification pay shall increase \$100.00 per month to \$450.00.

Effective January 1, 2025, paramedic certification pay shall increase \$50.00 per month to \$500.00.

The City shall pay routine State of California and County of San Diego paramedic recertification costs on behalf of fire suppression employees.

Section 8.2 Emergency Medical Technician Certification Pay

As of the effective date of this Agreement, all employees who meet the following criteria are eligible to receive \$100 per month additional duty pay for EMT-1 (or EMT-D) certifications:

- 1) Maintain a current EMT-1 or equivalent EMT certification and,
- 2) Have been hired prior to April 15, 1996 and,
- 3) The member has not recertified/re-licensed at a higher certification level (paramedic)

Nothing herein shall affect the Departments' ability to require employees to obtain/maintain certifications or licenses

Section 8.3 Only One Certification Pay Per Employee

Any employee may be eligible for only one of the certification pays provided by this Article. An employee will not be granted both paramedic certification pay and emergency medical technician certification pay at the same time.

ARTICLE 9. Education Incentive Pay

Section 9.1 Base Rate of Pay

Incentive pay shall be added to the employee's base rate of pay.

Section 9.2 Thirty College Units

An additional thirty dollars (\$30.00) shall be added to the monthly base salary of an employee who has at least 30 college units.

Section 9.3 Sixty College Units or Associates Degree or Higher

An additional sixty dollars (\$60.00) shall be added to the monthly base salary of an employee who has at least 60 college units or an Associate degree or higher.

Section 9.4 Associates Degree or Higher and Fire Officer Certification

An additional one hundred (\$100.00) shall be added to the monthly base salary of an employee who has an Associate degree or higher and a Fire Officer Certificate (pre 2016 rules) or completion of State Fire Marshall core curriculum and requirements necessary to open a State Certified Company Officer Position Task Book. .

Section 9.5 Not Cumulative

The above educational incentive pay shall not be cumulative.

ARTICLE 10. Holiday Pay Conversion

Section 10.1 Payment Upon Completion of Initial Probationary Period

Upon successful completion of each employee's initial probationary period, each full-time shift schedule employee shall receive payment for 132 extra hours (5.5 extra shifts) per year for each full year actually worked after the completion of probation. Those not working a full year shall have their holiday pay prorated for the portion of the year actually worked. There shall be no such payment during the probationary period.

Section 10.2 Bi-Monthly Payment

Such shift personnel shall be paid 5.5 hours each bi-monthly paycheck for a total of 132 hours per year (5.5 holiday shifts per year.)

Section 10.3 Non-Shift Personnel

Non-shift personnel will not be entitled to Holiday Pay. They will receive the holiday as paid time off. Non-shift personnel shall be granted the same paid time off for City holidays as other Fire Department Administration employees.

ARTICLE 11. Recall/Standby

Section 11.1 Recall Pay

Every full-time employee of the bargaining unit shall be entitled to recall pay. Recall of off duty personnel will, in each instance, be followed by reports showing who reported, and the time they were called to report.

Section 11.2 Recall Pay Calculation

Recall pay shall include within its time period, an allowance for time taken in arriving at the station after being called, and in subsequently departing and arriving back at the employee's residence. Recall pay shall be computed by the following formula:

- A. For the first one (1) hour and twenty (20) minutes or less of call-back, two (2) hours recall pay shall be earned. and
- B. All recall time in excess of one (1) hour and twenty (20) minutes will be compensated at the rate of time and one-half of the employee's hourly rate of pay.

Section 11.3 Standby Pay

The Fire Chief (or designee) shall declare when standby is authorized. Standby time is that period of time in addition to the employee's normal work assignment, during which time said employee must remain at all times where the employee can be contacted by telephone or cell phone, ready for callback to perform an essential service.

Section 11.4 Standby Pay Calculation

Employees of this unit shall be compensated for standby time at the rate of \$24.00 per each 24 hour period. If an employee works less than a full 24 hours, they shall be compensated at the rate of \$3.00 per hour of standby time, not to exceed \$24.00.

Section 11.5 Fire Chief's Discretion

Nothing in this Article, or in the past practices of the Fire Department, shall limit the Department's authority and discretion through its Fire Chief to determine whether and when to recall employees or place them on standby status or to decide to close stations, take equipment out of service, or otherwise restrict Department Services for operational or fiscal reasons, as deemed necessary by the Fire Chief.

ARTICLE 12. Working Out of Class & Temporary Appointments

Section 12.1 Working Out of Class

- A. For the purpose of this Article, Working Out of Class is shift-by-shift designation to perform all the significant duties of an available, funded position in a classification other than the classification currently held by the employee.
- B. An employee performing in a Working Out of Class assignment to a higher classification shall be entitled to the difference between the employee's actual classification and the higher classification.
- C. Personnel assigned by the Employer to work out of class shall be selected from among employees on an active promotional list for the rank needed. If no list exists, the employee selected shall be qualified to take the promotional test for the rank needed.
- D. Any qualified employee desiring the opportunity for "working out of class" shift assignments who has not taken and passed a qualifying exam, must submit a request in writing to the Fire Chief of such desire. The Fire Chief may require an interview or other types of testing to ensure the employee is indeed qualified. Appointment will be made at the discretion of the Fire Chief.
- E. When assigning employees to work particular shifts out of class the Fire Department staff shall distribute out of class opportunities equally among qualified employees, but shall not be required to dislocate other members' duty assignments or company activities to distribute the opportunities.

Section 12.2 Temporary Assignments

- A. The purpose of this Article is to establish a policy and procedure that enables the Department to fill vacant authorized positions in a timely manner by means of temporary appointments.
- B. It shall be the policy of this Department to maintain a Captain, Engineer and Firefighter/Paramedic staffing at the current level in each of the 5 current stations, plus a Captain and a Firefighter/Paramedic at Station 6. Notwithstanding the provisions above, during the term of this Memorandum of Understanding, the City may elect to open additional stations with different staffing arrangements. If a permanent or long term vacancy occurs, the Fire Chief retains discretion to fill the vacancy by means of a temporary appointment or any other means.
- C. The objective is to ensure an adequately staffed department, with continuity and proficiency necessary to fulfill the goals of the Encinitas Fire Department.

D. Procedure:

- (1) Established List: With an established list in place the temporary appointment selection shall be made by position on the list.
- (2) No Established List: With no established list in place the temporary appointment will be made from within the next lower rank of said vacancy. To be considered for temporary appointment, all requirements for appointment shall be met (i.e. time in grade, educational requirements, favorable evaluations). A strong consideration for temporary appointment will be the applicant's ability to supervise others.

Section 12.3 Appointment Decision

The decision to make temporary or working out of class appointments is a reserved management right.

ARTICLE 13. Repair or Replacement of Employees' Personal Property

Section 13.1 Reimbursement

The City shall reimburse employees for the repair or replacement of personal property damaged in the performance of their duties. Such items as eyeglasses, hearing aids, dentures, watches, personal equipment or articles of clothing will be repaired or replaced when the damage occurs out of job related duties or actions of the employee and not from normal hazards or ordinary wear and tear.

Section 13.2 Process for Reimbursement

As soon as practical after damage is incurred, the employee shall forward the report and the damaged item to the supervisor for review. The claim will be processed and, if approved, a check will be forwarded to the employee.

Section 13.3 Insurance as a First Remedy

If the employee has insurance to cover such losses, the employee must first seek that remedy. The employee shall assign any right of action against a third party from loss or damage to personal property up to the amount paid by the City and shall allow any action to be brought in the employee's name by the City at the City's expense.

ARTICLE 14. Clothing Allowance

Section 14.1 Protective Clothing or Devices

All protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer, in accordance with State Law and CAL/OSHA regulations.

Section 14.2 Uniforms

The City agrees to initially supply each newly hired full-time uniformed employee with complete regulation uniforms. Thereafter, the City will replace each piece as it becomes necessary, as determined by the Fire Chief (or designee). It is understood that the employee will be responsible for the normal care and maintenance of the uniform.

Section 14.3 Athletic Training Clothing / Running Shoes

The Fire Chief shall have full discretion to determine whether or not to provide athletic training clothing or running shoes to employees or reimburse employees for the expense of such articles. The Fire Chief's decision shall be final and not subject to review through the grievance procedure.

ARTICLE 15. Vacation

Section 15.1 Shift Personnel

Employees of this unit will accrue and be eligible to receive vacation as follows:

Completed Years of Service	Paid Annual Vacation	Monthly Accrual Rate	Maximum Accumulation
Hire – 5 years	168 hours (7 shifts)	14 hours	408 hours
6 -10 years	192 hours (8 shifts)	16 hours	432 hours
11 – 15 years	240 hours (10 shifts)	20 hours	480 hours
16 + years	312 hours (13 shifts)	26 hours	552 hours

Section 15.2 Vacation Procedures Applied after January 1, 2000

(Formerly Appendix V)

This section provides documentation of procedures applied on January 1, 2000 in the conversion of certain shift employees employed on that date into vacation accrual schedules. It also provides documentation of the historical reason that the vacation accrual rates of employees with current vacation accrual rates above those provided by Article 15.1 (Vacation-Shift Personnel) of this Memorandum of Understanding.

Section 15.3 Employees with Vacation Accrual Rates above 312 Hours (13 shifts) Per Year on January 1, 2000.

(Formerly Appendix V)

- A. Employees with vacation accrual rates above 312 hours per year on January 1, 2000 were not converted into the vacation accrual schedule listed in Article 15.1 Vacation of this Memorandum of Understanding. Rather, such employees had their vacation accrual rates frozen (permanently held) at each employee's January 1, 2000 accrual rate.
- B. The vacation rates for these employees will no longer be increased after January 1, 2000.
- C. After July 1, 2000, an employee may not earn additional paid vacation time after the employee's unused vacation balance is equal to the employee's annual accrual plus 240 hours earned and remaining unused. However, the provisions of Article 15.11 may be applied in circumstances of unusual hardship.

Section 15.4 Employees with Vacation Accrual Rates equal to or less than 312 Hours (13 shifts) Per Year on January 1, 2000.

- A. As of January 1, 2000, each employee with a vacation accrual rate equal to or less than 312 hours per year (26 hours per month) was converted into one of the vacation accrual rates listed in Article 14.1 Vacation of this Memorandum of Understanding.
- B. The conversion of bargaining unit employees into the vacation accrual schedule provided by Article 14.1 Vacation of this Memorandum of Understanding was intended to do no harm to each employee's January 1, 2000 vacation accrual rate. The monthly vacation accrual rate of each employee was adjusted in such a manner that the employee's new vacation accrual rate equaled or was greater than the employee's vacation accrual rate immediately prior to January 1, 2000. The employee's vacation accrual rate was not reduced as a consequence of conversion to one of the monthly vacation rates provided by Article 14.1.
- C. After January 1, 2000, the total years of service required by Article 14.1 and Article 14.3 for advancement to each of the successively higher rates of vacation accrual shall be applied to employees who have converted to monthly vacation rates below 26 hours per month (312 hours per year).

Section 15.5 Non-Shift Personnel

Years of Service	Annual Hours of Paid Vacation	Monthly Accrual Rate	Maximum Accumulation
1,2 years	120 hours	10 hours	360 hours
3,4,5,6 years	132 hours	11 hours	372 hours
7,8,9,10 years	144 hours	12 hours	384 hours
11, 12, 13, 14 years	168 hours	14 hours	408 hours
15, 16, 17, 18, 19 years	216 hours	18 hours	456 hours
20, 21, 22, 23, 24 years	228 hours	19 hours	468 hours
25 + years	252 hours	21 hours	492 hours

Section 15.6 Anniversary Date

The employee's anniversary date shall be used to determine the start of the new accrual rate. Example: A shift employee starting the sixth year of service on the employee's anniversary date shall have the new accrual rate effective on that same date, unless the anniversary date falls between pay periods, in which case the new accrual rate shall begin at the start of the next pay period.

Section 15.7 Vacation Picks

Vacation picks shall be selected by, time on the Department, then by time in rank. If vacations are split, vacation picks will be in rotation using criteria above. All vacation requests made after January 1 of each year will be on a first come basis, submitted through Telestaff and will be subject to approval as provided below.

Section 15.8 Approval/Denial of Vacation Requests

All vacation requests shall be submitted via Telestaff. Causes for denying vacation include, but are not limited to, required training, personnel unavailable for coverage, budget limits on overtime costs or emergency events as determined by the Fire Chief.

Section 15.9 Limit to Number of Employees Guaranteed Vacation Per Shift

No more than one (1) Fire Captain, one (1) Fire Engineer and one (1) Firefighter / Paramedic per shift shall be guaranteed time off on vacation per shift. Any additional vacation slots must be filled prior to the members authorized absence. No personnel will be guaranteed time off on Thanksgiving, Christmas Eve and Christmas Day.

Section 15.10 Vacation Conversion to Cash

An employee may convert up to 48 hours of accumulated vacation each quarter to cash. The request must be made at least two (2) weeks in advance of payment. Four requests will be granted annually.

Section 15.11 Miscellaneous Vacation Provisions

An employee may utilize accumulated vacation time for the purpose of attending desired job-related schools, seminars, training demonstrations, *etc.* The employee may be required to arrange their own coverage when vacation requests are made for a period of 12 hours or less. Vacation requests for time off during the hours of 0800 to 1700, Monday through Friday, shall be limited to four (4) times within a sixty-day (60) period unless approved in advance by the Supervising Chief Officer.

Section 15.12 Maximum Vacation Balance

Employees may maintain a maximum vacation balance of two hundred forty (240) hours, plus their annual accrual. An employee may not accrue additional paid vacation leave after the maximum accrual has been earned and remains unused. However, the City Manager or designee may increase the maximum accrual when hardship is proven to the City Manager's satisfaction.

Section 15.13 Change of Assignment

Employees who are reassigned from shift to days or days to shift shall have their vacation bank and accrual rate adjusted as shown below:

- A. Shift to Non-Shift - The accrual shall be modified by the factor 0.714.
- B. Non-Shift to Shift - The accrual shall be modified by the factor 1.4.

ARTICLE 16. Sick Leave

Section 16.1 Full-Time Employees

Every full-time employee of the bargaining unit shall be granted sick leave with full pay.

Section 16.2 Sick Leave Defined

Sick leave is herein defined to mean absences from duty by an employee because of illness, injury, or exposure to contagious disease.

Section 16.3 Use of Sick Leave for Family Members

An employee may use accrued sick leave for attendance upon the employee's family member who is ill or requires preventative care. A family member means any of the following:

- (1) A child (biological, adopted or foster child), stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of child is applicable regardless of age or dependency status.
 - (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - (3) A spouse.
 - (4) A registered domestic partner.
 - (5) A grandparent.
 - (6) A grandchild.
 - (7) A sibling.
 - (8) Other family member living in the employee's household.
- A. Use of accrued sick leave for attendance upon the employee's ill family member is limited to ten (10) shifts per calendar year. The maximum sick leave accrual that may be used during a calendar year for attendance upon the employee's seriously ill family member is 171 hours for a non-shift employee and 240 hours for a shift employee.
- B. If additional hours of sick leave for family members provided by Section 16.3 (A) are needed, an employee may submit a request to the Fire Chief for the use of additional hours.

Section 16.4 Emergency Time Off

Any emergency time off, not qualifying under the "sick leave" provisions, shall be charged against the employee's accrued vacation time, at the discretion of the Fire Chief. If no vacation time is available, the time off will be taken as leave without pay.

Section 16.5 Unlimited Number of Sick Leave Days

Any such employee may accumulate an unlimited number of sick leave days.

Section 16.6 Sick Leave Cash Out

A shift employee who uses seventy-two (72) or fewer hours of sick leave during the calendar year has the option of receiving 20% of the balance of that year's accrual, rounded up to the nearest hour, paid in cash. Such paid portion shall be subtracted from the employee's total accrual. Employee must submit a written request to the Finance Department by January 31st of the following calendar year.

Section 16.7 Accrual – Shift Personnel (56 hour workweek)

- A. Shift personnel shall accrue fifteen (15) hours of sick leave per month for each full month of service and shall be charged hour-for-hour for sick time off.
- B. Shift personnel on temporary assignment to a non-shift position shall continue to accrue sick leave at the shift rate and will be charged hour for hour for sick time off.

Section 16.8 Accrual – Non-Shift Personnel (40 hour workweek)

- A. Non-shift personnel shall accrue eight (8) hours of sick leave per month for each full month of service and shall be charged hour-for-hour for sick time off.
- B. Non-Shift Personnel on temporary assignment to a shift position shall earn sick leave at the shift rate and will be charged hour for-hour-for sick time off.

Section 16.9 Change of Assignment

Personnel whose permanent assignment changes from shift to non-shift or vice versa shall have their accrued sick leave converted by the appropriate factor as shown below:

- A. Shift to Non-Shift - The accrual shall be modified by the factor 0.714.
- B. Non-Shift to Shift - The accrual shall be modified by the factor 1.4.

Section 16.10 Physician's Medical Release

A. Medical verification of sick leave.

The Fire Chief may request acceptable medical verification when the Fire Chief has reason to believe misuse or abuse of sick leave. The employee shall be responsible for the cost of medical verification provided by the employee's treating physician. The City will be responsible for the cost of medical verifications provided by the City's consulting physician. Such payment shall not be in lieu of possible discipline in regard to such matters.

The Fire Chief (or designee) or Risk Manager may require that an employee provide a return-to-work medical release from the employee's treating physician before the employee returns to work. At City expense, the Fire Department in conjunction with the Risk Manager may require that an employee receive a return-to-work medical release from the City's consulting physician before the employee returns from a medical absence. If there are conflicting medical opinions about an employee's ability to return to full duty or return to temporary limited duty, the City may present the findings of the City's consulting physician

to the employee's treating physician for further clarification. Should the conflicting medical opinions remain unresolved after this consultation, a second consulting physician may be employed by the City. The employee's treating physician and the City's first consulting physician will mutually select the second consulting physician. Should the employee's treating physician fail to promptly participate in the selection of a second consulting physician, the City may designate the second consulting physician.

B. Fitness-for-duty medical evaluation.

At City expense, the Fire Chief or Risk Manager may require that an employee undergo a fitness for duty evaluation and receive a return-to-work release from the City's consulting physician. Fitness-for-duty evaluations will provide medical opinions about whether the employee is able to work (with or without limitations/restrictions) or if the employee is unable to work as the result of medical limitations/restrictions.

C. Limited duty required.

Should the treating health care provider or the City's consulting physician determine that the employee has temporary limitations which may prohibit an unrestricted return to full duties, the City may elect to return the employee to any temporary limited duties which the Risk Manager determines the employee can safely perform. The City may determine that the needs of the employer or the employee's limitations do not permit a return to work, even if the employee desires to return to work prior to full recovery. Should the treating health care provider or the City's consulting physician determine that the employee has permanent or prolonged limitations which may prohibit an unrestricted return to full duties, the City shall consider reasonable accommodations to the employee's limitations in compliance with the requirements of the Americans with Disabilities Act.

ARTICLE 17. Illness/Injury While on Vacation

Employees who are on authorized vacation and become ill or otherwise disabled through an accident, may request to the Fire Chief to charge such sickness or disablement to credited sick leave, provided a doctor's statement is presented through channels to the Fire Chief indicating the total number of days to be so charged.

ARTICLE 18. Bereavement Leave

Section 18.1 Bereavement Leave

Bereavement Leave is generally granted so an employee need not have the shock of a death in the immediate family compounded by the loss of pay.

Section 18.2 Policy

It is the policy of the City to grant employees reasonable bereavement time off without the loss of pay, as follows:

- A. When a death occurs in an employee's immediate family; and
- B. When staffing permits, to attend the funeral of a deceased co-worker.

Section 18.3 Amount of Bereavement Leave

In case of death in the immediate family, a shift employee will be allowed up to two (2) shifts with pay for the emergency. In case of a death in the immediate family, a day shift employee will be allowed up to five (5) work days with pay for the emergency. The Fire Chief shall have discretion to grant or deny the written request of a shift employee for up to two (2) additional shifts of immediate family paid bereavement leave.

Section 18.4 Immediate Family

Members of the immediate family are normally considered to be the spouse, registered domestic partner, children, father, mother, brothers, sisters, father-in-law, mother-in-law, and grandparents. For absences due to the death of a relative, other than a member of the immediate family, employees will be allowed four (4) days for day personnel and two (2) shifts for shift personnel.

ARTICLE 19. Jury Duty Leave

Section 19.1 Compliance with the Law

The City will cooperate fully with local, state, and federal courts in allowing its employees to serve on juries without any financial loss.

Section 19.2 Pay While on Jury Duty

Employees who are called for jury duty will receive full pay for that period of absence.

Section 19.3 Hardships

In the event that the absence of an employee from work over a long period of time would cause a hardship to the Fire Department, the Department may require the employee to petition the Jury Commissioner to excuse the employee from jury duty. Also, the employee may petition to be excused from jury duty due to a hardship on the employee's family.

Section 19.4 Notifying Supervisors

An employee who receives a notice of jury duty must notify their supervisor as soon as possible in order that arrangements may be made to cover the employee's position.

ARTICLE 20. Unpaid Leave of Absence

Section 20.1 Unpaid Leave of Absence Process

On occasion, it may be necessary for an employee to be absent from work for an extended period of time due to personal, health or related family problems. Leaves of absence for limited periods of time will be permitted depending on the reasons and circumstances that prompt such a request. A leave of absence must be supported by valid reasons and approved by management. Such leaves shall be without pay.

- A. If an employee desires a leave of absence, the employee must present a written request to their supervisor who will forward it to the Fire Chief. The written request must contain the anticipated length of the absence with dates and circumstances that prompt such a request.
- B. To be valid, a leave of absence must be confirmed in writing. An approved leave of absence will not be extended beyond the date of the initial written request without further written approval.
- C. An employee who has been granted a leave of absence shall give a one (1) week notice of intent to return to work and the Department shall be under no obligation to re-employ that employee before the expiration of the approved return to work date.
- D. Requests for unpaid leaves of absence are subject to approval by the City Manager. The City Manager shall not deny a request for an unpaid leave of absence without first consulting with the Fire Chief.

Section 20.2 Time Spent on Unpaid Leave of Absence

Time spent on unpaid leave of absence, except a military leave of absence, will not be counted as time employed or in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

- A. An employee who is granted a leave of absence, will, if that employee desires, be paid at the time the approved leave starts, any pay that would be otherwise due the employee in accordance with terminal policies, but not including accrued sick leave.

- B. An employee on unpaid leave of absence is not entitled to hospitalization benefits or personal health service policy in effect at the time except as may be otherwise provided by the Family and Medical Leave Act.
- C. An employee on leave of absence may have their hospitalization benefits continued providing that the employee shall pre-pay in full the total amount of premium that would come due during the leave of absence.
- D. While on leave of absence, an employee shall not accrue or be paid for any holiday pay, vacation or sick leave which the employee may have otherwise accumulated.

Section 20.3 Reinstatement Guidelines

The City will reinstate an employee to the same rank that the employee previously occupied following a leave of absence, provided that the employee returns when specified in the granted leave request. Should the employee want to return prior to their specified return date, the Department cannot guarantee that the same position or a similar position will be immediately available, the employee may have to wait for a period of time up to their specified return date.

Section 20.4 Compliance with Applicable Laws

The parties acknowledge the applicability of State and Federal Family and Medical Leave Acts and the Americans with Disabilities Act. Such statutes may impose requirements on the parties that conflict with the provisions of this Memorandum of Understanding, including availability of paid leave, entitlement to insurance coverage during certain leaves, length of such leaves, reinstatement, and similar matters. It is the intention of the parties to interpret and apply the provisions of this Memorandum of Understanding consistently with said statutes. If the application of said statutes would require the parties to deviate from literal provisions of this Memorandum of Understanding or from the past practices between the parties, the parties agree to meet and confer prior to any such change, and to work together in good faith to achieve compliance with the applicable laws.

ARTICLE 21. Insurance Benefits

Section 21.1 City's Flex Benefit Plan Contribution

The employer's "Flexible Benefit Plan" contribution will make available for each active bargaining unit employee a monthly amount equal to the high median of the monthly premiums of all PERS health plans available in San Diego County, as listed below:

ENROLLMENT	AMOUNT EQUAL TO
Employee only:	San Diego high median employee only
Employee + one:	San Diego high median employee + one
Employee two or more dependents:	San Diego high median employee + two or more

If the employee is covered by group medical insurance from another reliable source that is acceptable to the City of Encinitas Human Resources Department, the employee may elect to decline medical insurance from a City provider and receive the same employer contribution and cash out option as is provided to the Encinitas Fire Chief.

Section 21.2 Dental Insurance

As part of the formula for determining the employer's "Flexible Benefit Plan" contribution for each individual bargaining unit member, for dental insurance, the City will make available a prepaid dental plan (sometimes called a DMO) and a traditional dental plan. As part of the employer's "Flexible Benefit Plan" contribution, the City will make available for each active bargaining unit employee a monthly amount equal to one-half the premium of the traditional plan, or an amount equal to 100% of the premium of the DMO. Each bargaining unit member may elect to decline dental insurance and forego the employer's "Flexible Benefit Plan" contribution for dental insurance.

Section 21.3 Flexible Benefit Plan Purchase Options

The employer contributions to the flexible/cafeteria plan medical insurance and dental insurance sums identified in this article may be utilized by each active bargaining unit employee to purchase health insurance through the PERS health program and other benefits offered through the employer's cafeteria/flexible benefits plan. Any additional amount will be provided periodically to the employee as provided in the Employer's "Flexible Benefits Plan." The employee may utilize any excess to purchase additional benefits provided in the Employer's "Flexible Benefit Plan."

Section 21.4 Cash Out

- A. Employees may apply any cash value remaining in the "Flexible Benefit Plan" beyond the cost to purchase medical insurance to fund a dependent reimbursement account, a medical expenses flexible account, or as added (taxable) compensation.

- B. If the employee is covered by group medical insurance from another reliable source that is acceptable to the City of Encinitas Human Resources Department, the employee may elect to decline medical insurance from a City provider and receive the same employer contribution and cash out option as is provided to the Encinitas Fire Chief. The maximum additional taxable compensation (cash out) is \$7,098 per year. The maximum cash out for employees who commence employment during a calendar year will be prorated based on the date of hire in that calendar year.

Section 21.5 Life insurance

The City agrees to provide life insurance for employees in the amount of one times annual salary rounded up to the nearest thousand.

Section 21.6 Long Term Disability and AD&D Insurance

The City agrees to provide Long Term Disability and Accidental Death and Dismemberment insurance.

Section 21.7 Insurance Benefits Reopener

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the ACA or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

ARTICLE 22. Retirement

Section 22.1 Retirement Benefits

A. Tier One (Employees hired on or before December 31, 2011)

Employees hired on or before December 31, 2011 shall be enrolled in the California Public Employees Retirement System (PERS) Local Safety Members 3% at 55 Full Formula as defined in Retirement Law Section 21363.1.

The City shall also contract with the Retirement System to provide the following benefits:

- One year highest compensation.
- Credit for unused sick leave.
- Post Retirement Survivor Allowance.

B. **Tier Two (Employees hired on or after January 1, 2012)**

Employees hired on or after January 1, 2012 shall be enrolled in Tier Two of the California Public Employees Retirement System (PERS) Local Safety Members 3% at 55 Full Formula.

The PERS contract will be amended to provide for employees hired on or after January 1, 2012 at 3% at 55, final compensation to be determined as follows:

- Average monthly pay rate and special compensation for the highest consecutive thirty-six (36) months of employment.
- Credit for unused sick leave.
- Post Retirement Survivor Allowance.

C. **Tier Three (PEPRA Tier - Employees hired on or after January 1, 2013)**

Employees hired on or after January 1, 2013, who are considered “new members” within the meaning of the Public Employees’ Pension Reform Act (PEPRA) of 2013, shall be enrolled in the PEPRA Tier of the California Public Employees Retirement System (PERS) Local Safety Members 2.7% at 57 retirement formula.

Section 22.2 PERS Contribution

A. **Tier One**

Employees hired on or before December 31, 2011 shall pay their full 9.0% Member Contribution.

B. **Tier Two**

Employees hired on or after January 1, 2012 shall pay 9.0% of the Member Contribution.

C. **Tier Three (PEPRA Tier)**

For employees hired on or after January 1, 2013, who are considered “new members” within the meaning of the Public Employees’ Pension Reform Act (PEPRA) of 2013, the Member Contribution is governed by the provisions of PEPRA.

D. **PERS Cost Sharing (Government Code Section 201516 (f))**

Effective March 16, 2018, Tier One and Tier Two employees (Classic Members) will contribute an additional 1.5% towards the Employer Contribution for a total of 10.5%.

Effective January 1, 2019, Tier One and Tier Two employees (Classic Members) will contribute an additional 1.0% towards the Employer Contribution for a total of 11.5%.

Effective January 1, 2020, Tier One and Tier Two employees (Classic Members) will contribute an additional 0.5% towards the Employer Contribution for a total of 12.0%.

Section 22.3 Statutory/Regulatory Changes

The Association understands and agrees that employees bear the risk of payment of any increases in employee contributions above the current percentage made by action of the PERS or state legislature.

ARTICLE 23. Employer's Supplemental Retirement Contributions (Formerly from Appendix R)

This section of the Encinitas Firefighters' Association Memorandum of Understanding describes both defined benefit supplemental retirement contributions made directly to retired members of the bargaining unit and the establishment of a defined contribution trust.

Section 23.1 Defined Benefit Supplemental Retirement Contributions

Certain former employees of the former Encinitas Fire Protection District are eligible for supplemental retirement contributions from the City in addition to the retirement benefits provided through PERS. The level of supplemental retirement benefits, for those employees who are eligible, shall be determined as follows:

- A. Each active Safety member who was employed by the City as of March 15, 1995 and retires hereafter from active service with the Department shall, upon such retirement, be entitled to the Minimum Employer Contribution (*MEC*) each month for health insurance through PERS health insurance program. Senate Bill 1464, Chapter 896, Chapter Date 09-26-2002 determines the Minimum Employer Contribution (*MEC*) for agencies participating in the Public Employees Medical and Hospital Care Act (*PEMHCA*). In addition, such employees, upon retirement, shall receive a separate payment from the City as an employer paid supplemental retirement contribution that may provide reimbursement for a portion or all of their payment of health insurance premiums through the PERS health insurance program, in an amount less than or equal to that provided in the table below. However, the employer's supplemental retirement payments shall not exceed the amount equal to reimbursement of the amount of the retiree's actual medical insurance premiums through the PERS health insurance program. Payment of the employer's supplemental retirement contributions will be made to the retiree at least quarterly, or more often at the discretion of the City of Encinitas Finance Director.

ENROLLMENT:

Employee only:

Employee, one dependent:

Employee, two or more dependents:

AMOUNT EQUAL TO:

San Diego Average for employee only

San Diego Average for emp + one dep

San Diego Average for emp + 2 or more

- B. Each Safety member who has retired from active service prior to March 15, 1995 shall be entitled to the Minimum Employer Contribution (*MEC*) each month for health insurance through PERS health insurance program. Senate Bill 1464, Chapter 896, Chapter Date 09-26-2002 determines the Minimum Employer Contribution (*MEC*) for agencies participating in the Public Employees Medical and Hospital Care Act (*PEMHCA*). In addition, such retirees shall also receive a separate supplemental retirement contribution payment directly from the City as an employer paid supplemental retirement contribution that may provide reimbursement for a portion or all of their payment of health insurance premiums through PERS health program in an amount less than or equal to the amount being paid on their behalf as of December 31, 1996, or the amount provided in the table below, whichever is greater. However, the employer's supplemental retirement payments shall not exceed the amount equal to reimbursement of the amount of the retiree's actual medical insurance premiums through the PERS health insurance program. Payment of the employer's supplemental retirement contributions will be made to the retiree at least quarterly, or more often at the discretion of the City of Encinitas Finance Director.

ENROLLMENT:

Employee only:

Employee, one dependent:

Employee, two or more dependents:

AMOUNT EQUAL TO:

San Diego Average for employee only

San Diego Average for emp + one dep

San Diego Average for emp + 2 or more

- C. Each Safety member who is initially employed by the City after March 15, 1995, and retires from active service with the City, shall upon such retirement be entitled to the Minimum Employer Contribution (*MEC*) for health insurance under the PERS health insurance program. The employer paid supplemental retirement contributions provisions of Section 22.4 A(1) and A(2) shall not apply to persons initially employed by the Encinitas Fire Department after March 15, 1995.

Section 23.2 Defined Contribution Trust

Maintenance of a defined contribution trust as a supplement to the cost of medical insurance for retirees.

- A. Purpose of the Trust. The Encinitas Firefighters' Association and the City of Encinitas have established a defined contribution trust as a benefit to bargaining unit employees. The purpose of the trust is to supplement the cost of medical insurance for bargaining unit employees after they retire. The parties have developed and adopted a trust that provides a supplemental retirement benefit to help pay part of the cost of medical insurance for employees in retirement using the tax saving vehicle of a Retiree Health Savings (RHS) Plan.
- B. Funding and Administering the Trusts. Individual trust accounts have been established which are identified as assets held in trust for each employee.

- 1) 1% of Base Pay. The City of Encinitas shall calculate an amount equal to 1% of the base pay for all the members (approximately 51 employees) in the bargaining unit represented by the Encinitas Firefighters' Association. That 1% amount will be made available for funding defined contribution trust accounts. That amount shall then be apportioned equally among all the current bargaining unit employees who were hired after March 15, 1995. The apportioned amounts of bargaining unit base pay will be deposited (as soon as practical after January 1) into the defined contribution trust accounts of the active employees on January 1 of that year who were hired after March 15, 1995.
- 2) The Plan is Open to Modifications. During the term of this Memorandum of Understanding, the City and the Association may modify the trust plan as is mutually agreeable to provide interested employees the opportunity to make additional funding of individual trust accounts.
- 3) Legal Basis for the Defined Contribution Trust.
 - a) Internal Revenue Service private letter ruling 116685-99 will serve as the legal and tax basis for the Encinitas Retirement Health Savings Plan trust. ICMA Retirement Corporation obtained this private letter ruling from the Internal Revenue Service approving one employer's RHS Plan trust. ICMA-RC has advised that the use of IRS PLR-116685-99 will provide the Parties comfort that the trust for the Encinitas Plan is also within IRS requirements. The Parties are mutually relying on advice from ICMA-RC.
 - b) Should there be any difficulties with the legal basis or tax status of the Encinitas Retirement Health Savings Plan, the resolution of those difficulties will maintain the rights to plan contributions and assets made for each individual participant or beneficiary. The City will have no responsibility for individual tax liabilities should there be legal or tax difficulties with the Encinitas Retirement Health Savings Plan. The individual participating employees and beneficiaries will get the plan assets if the plan gets into legal difficulties and has to fold or restructure.
 - c) Should there be any difficulties with the legal basis, tax status, or administration of the Encinitas Retirement Health Savings Plan, the Encinitas Firefighters' Association, represented firefighters, and beneficiaries will indemnify and hold harmless the City of Encinitas. That is, if anything goes

wrong, the City of Encinitas will not be sued for good faith efforts to set up and administer the Retirement Health Savings Plan.

ARTICLE 24. Sick Leave Paid Upon Retirement

Section 24.1 Accumulated Sick Leave

Accumulated sick leave, upon retirement, shall be paid to the employee at the employee's salary rate to a maximum of three (3) month's salary on their final paycheck.

Section 24.2 Options

Employee shall have the option of using the employee's accumulated sick leave for the benefit described in 23.1 above; credited toward PERS credit for unused sick leave benefit (Section 20965) or a combination of the two as the employee chooses.

Section 24.3 Conversion of Sick Leave Bank

To convert shift sick leave bank to equivalent sick days the total number of sick leave hours will be divided by 8 to determine the number of days of service credit that shall be reported to PERS.

Example: A shift employee with a 600 hour sick leave bank.
 $600/8 = 75$ days reportable to PERS

ARTICLE 25. Hours of Employment

Section 25.1 Shift Personnel

The average work week computed over a one-year period shall be fifty-six (56) hours. The schedule shall consist of a system of three (3) platoons, on a schedule of 4's and 6's, known as 8 shifts in a 24 day cycle.

Section 25.2 Non-Shift Personnel

Employees shall work a forty (40) hour work week schedule with regular starting and quitting times which shall be made known to the employees and shall not be changed without prior notice to the employee.

ARTICLE 26. Exchange of Shifts

Section 26.1 Approval & Denial

Exchange(s) of shift is a privilege which may be granted or denied by the Fire Chief (or designee). The shift exchange(s) shall be approved by the requesting party's

Supervisor. In the event the requesting party's Supervisor is unavailable, the requesting party shall have the exchange approved by a Captain from their assigned station after that Captain has determined there are no training or other conflicts for the day requested. Any denial shall be substantiated at time of denial and may be appealed to a superior. (Captains may approve their own time trades.)

Section 26.2 Procedures

1. The exchange of shifts shall be a privilege which is allowed by the City and granted by the Fire Chief or his designee. An employee shall be allowed to trade hours worked with another employee, at the initiation of the employees involved, under the following conditions:
2. Exchanges shall be rank for rank except that employees may exchange with a rank for which they are qualified as determined by the Fire Chief.
3. The tracking and scheduling of all trades shall be handled in the Telestaff system. All trades shall be entered into the Telestaff scheduling system prior to the trade time worked. The trade can only be entered into the Telestaff system by the "Trade Working" employee. This confirms that the employee has agreed to the trade.
4. Upon approval of an exchange, the relieving employee is responsible for working on the subject date and the relieved employee is divested of responsibility for coverage on that date.
5. In the event the relieving employee calls in sick, or misses a scheduled trade; and if allowable by the employing City, the employee has the option to use accrued vacation time, comp. time, other accrued "funded" time, or "time owed Department" to cover the missed trade hours. Sick leave cannot be used to cover trade payback hours. "Time owed" must be paid back, on an hour-for-hour basis, within one (1) year of accrual with the date determined by the employee. Time owed is to be paid back in lieu of overtime hours.
6. Relieved employees shall assume responsibility for repayment of shift exchanges.
7. The Fire Chief, or his designee, may refuse any shift trade that could affect the training or staffing needs of the Fire Department.
8. Exchanges shall be at no cost to the City. Hours traded are to be considered "time neutral" for FLSA accounting. Meaning they have no cost for, or against, hours worked.
9. An employee shall not be allowed to exchange shifts if the employee has more than ninety-six (96) hours in outstanding time owed to the department from

missed trades. The Fire Chief may suspend this rule for an individual for extended illness, injury, or other hardship.

10. In the event of an employee retiring or leaving service. Any time trades owed must be paid back prior to departure. It is the responsibility of the employee who is "owed a time payback" to ensure the time is re-paid (see line 9.)
11. During the probationary period, a Firefighter/Paramedic shall be allowed a maximum of forty-eight (48) hours of time trade hours. The Fire Chief or designee may grant additional hours for hardship.
12. Time Owed must be paid back to the agency for which the debt is owed. (i.e.: A member cannot work a resource pool shift at agency "A" to eliminate a time owed debt at agency "B".)

ARTICLE 27. Grievance Procedure

Section 27.1 Purpose

The purposes and objectives of the grievance procedure are to:

- A. Assure just treatment of all employees and promote harmonious relations among employees, supervisors and management.
- B. Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary.
- C. Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar complaints.

Section 27.2 Definitions

For the purpose of this grievance procedure, the following definitions shall apply:

- A. "Department" - The Encinitas Fire Department.
- B. "Department Head" - The Fire Chief of Encinitas Fire Department.
- C. "Employee" - An employee of the Encinitas Fire Department in the bargaining unit represented by the Encinitas Firefighters' Association.
- D. "Employee Representative" - An individual who appears on behalf of the employee.

- E. "Grievant" - An employee, a group of employees or the Association.
- F. "Grievance" - A complaint by a grievant arising out of the interpretation or application of the provisions of this agreement.
- G. "Immediate Supervisor" - The individual who assigns, reviews, or directs work of an employee (the Captain).
- H. "Superior" - The individual to whom an immediate supervisor reports (Supervising Chief Officer).
- I. "City Council" - City Council of the City of Encinitas.
- J. "Chief Executive Officer" - The City Manager of the City of Encinitas.

Section 27.3 Reviewable and Non-Reviewable Grievances

A. To be reviewable under the procedure a grievance must:

- 1. Concern matters or incidents that have occurred.
- 2. Result from an act or omission by management regarding working conditions or other aspects of employer-employee relations.
- 3. Arise out of a specific situation, act or acts complained of as being improper which result in inequity or damage to the employee or the Association.
- 4. Specify the relief or remedy sought.

B. A grievance is not reviewable under this procedure if it is a matter which:

- 1. Is reviewable under, or is subject to some other administrative procedure and/or Personnel Rules and Regulations of the City of Encinitas or Fire Department, such as:
 - a. Applications for changes in title, job classification, or salary.
 - b. Appeals arising from termination of employment during probationary period.
- 2. Would require a change in prevailing ordinances or resolutions, or to circumvent existing avenues of relief where appeal procedures have been prescribed.

3. In regard to performance evaluations and performance improvement plans.
4. Relates to the City's group insurance or retirement programs.
5. Relates to the "meet and confer" process or any impasse resulting there from.

Section 27.4 Special Provisions of the Grievance Procedure

- A. Grievances may be initiated only by a grievant (as defined above).
- B. Procedure for Presentation. In presenting the grievance, the employee shall follow the sequence and the procedure outlined in Section 27.5.
- C. Prompt Presentation. The employee shall discuss the grievance with the employee's immediate supervisor promptly after the act or omission of management causing the grievance.
- D. Prescribed Form. The written grievance shall be submitted on a form prescribed by the City for this purpose. Supervisors shall maintain an adequate supply of such forms.
- E. Statement of Grievance. The grievance shall contain a statement of:
 1. Specific situation, act or acts complained of as violation of this Agreement, or written rules, regulations or policies.
 2. The damage suffered by the employee; and
 3. The relief or remedy sought.
- F. Employee Representative. The employee may be self-represented or may choose someone as a representative at any step of this grievance procedure.
- G. A grievance may be discussed and processed on City time, except that no overtime, or additional compensation shall be allowed if the proceedings extend beyond the employee's or representative's workday or workweek. The employee and representative shall cooperate with the Fire Department in such a manner that there will be a minimum of interference with the normal operations of the Fire Department's work.
- H. Extension of Time. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved.

- I. Consolidation of Grievances. If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievance shall, whenever possible, be handled as a single grievance.
 1. Settlement. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if the grievant party fails to present the matter to a higher authority within the prescribed period of time. No settlement to any grievance shall be considered precedential or bind the Association to any interpretation of this agreement, rules, regulations or policies of the City or Fire Department without the Association's express written consent.
 2. Reprisal. The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal by the grievant's supervisor, superior or department head, provided the employee observes the provisions of this grievance procedure.
 3. The grievance must be presented to the party who is to hear the grievance prior to 0900 hours, if that day or shift is to be considered as part of the time frame.

Section 27.5 Grievance Procedure

The following procedure shall be followed by a grievant submitting a grievance:

A. Step One

Discussion with Supervisor. The grievant shall orally present the grievance to the employee's supervisor within fifteen (15) calendar days after the grievant knows or reasonably should have known the event or events on which the grievance is based.. Within eight (8) calendar days the supervisor shall give a decision to the grievant orally.

Any agreement between the grievant and the supervisor shall be subject to the approval of the Fire Chief before it shall be deemed to "settle" the grievance.

B. Step Two

Written Grievance to Superior (Supervising Chief Officer). If the grievant and supervisor cannot reach an agreement as to a solution

of the grievance or the grievant has not received a decision within the eight (8) calendar day limit, the grievant may within eight (8) calendar days present the grievance in writing to the Supervising Chief Officer. The Supervising Chief Officer shall hear the grievance and give a written decision to the grievant within eight (8) calendar days after receiving the grievance.

C. Step Three

Grievance to Fire Chief. If the grievant and the Supervising Chief Officer cannot reach an agreement as to a solution of the grievance or the grievant has not received a decision from the Supervising Chief Officer within the eight (8) calendar day limit, the grievant may within eight (8) calendar days present the grievance in writing to the Fire Chief. The Fire Chief shall hear the grievance and give a written decision to the grievant within eight (8) calendar days after receiving the grievance.

D. Step Four

Grievance to City Manager. If the grievant and the Fire Chief cannot reach an agreement as to the solution of the grievance or the grievant has not received a decision from the Fire Chief within the eight (8) calendar day limit, the grievant may within eight (8) calendar days present the grievance in writing to the City Manager with an informational copy to the Human Resources Director. The City Manager or designee shall schedule a meeting with the employee and/or Association as soon as practicable. The City Manager or designee shall conduct a meeting with the employee and/or Association to more fully understand the employee's basis for the grievance and remedy or adjustment sought. The City Manager or designee shall give a written decision to the grievant within fifteen (15) calendar days after the conclusion of the grievance meeting with the employee and/or Association. The City Manager's decision shall be final.

ARTICLE 28. Disciplinary Action Procedure

Section 28.1 Regular Status Employees

No employee holding regular status shall be subject to disciplinary action except for good cause.

Section 28.2 Probationary Status Employees

Disciplinary action procedures and the requirement to have a reason for rejection from continued employment shall not apply to employees with probationary status.

Section 28.3 Appointing Authority

The Encinitas Fire Chief is the department director and “appointing authority” for the Fire Department. Any person holding regular status as a City of Encinitas Fire Department employee may be disciplined for cause by the Fire Chief/Appointing Authority, up to and including termination of employment.

Section 28.4 Disciplinary Action Procedures

The City of Encinitas shall provide procedures for the administration of disciplinary action for employees holding regular employment status. Firefighters of all ranks with regular status employment are typically covered by the provisions of the Firefighters Procedural Bill of Rights Act during events and circumstances involving the performance of their official duties.

Section 28.5 Administrative Hearing Procedures

Fire Department employees subject to disciplinary actions initiated by the Fire Chief/Appointing Authority shall have a right to an administrative appeal whereby the discipline is reviewed by the City Manager or designee. For each case, at the initiation of each disciplinary action appeal process, a determination will be made about whether the administrative appeal procedures of the Fire Chief/Appointing Authority disciplinary action for a firefighter are covered by the Firefighters Procedural Bill of Rights Act. When required by law, the disciplinary action appeal proceeding will be conducted by an administrative law judge on the staff of the California Office of Administrative Hearings. In such cases, the administrative law judge shall have responsibility for the conduct of the administrative hearing process and the City Manager shall have responsibility for affirming, rescinding, or modifying the Fire Chief’s disciplinary action decision. The City Manager’s decision is final. There is no further administrative review by the City including the City Council.

Section 28.6 Informal Hearing Procedures

Informal hearing procedure is used by the City Manager or designee for a disciplinary action sanction involving a firefighter (*of any rank*) that does not involve discharge for employment, demotion, or suspension for more than five days (*56 hours are equivalent to five work days for firefighters on shifts*). An informal hearing procedure is used for less severe punitive actions such as written reprimands and suspensions of five days or less. The informal hearing procedure does not involve pre-hearing discovery, cross-examination of witnesses, or employment of an administrative law judge to conduct the hearing process.

ARTICLE 29. Limited Duty

Section 29.1 No Right to Limited Duty

The employee has no right to limited duty.

Section 29.2 Examples of Duties

Limited duty may include any one or more of the following but shall not include emergency front line duties.

- A. Clerical duties
- B. Station maintenance
- C. Hydrant maintenance
- D. Department runner (parts, supplies, etc.)
- E. Drafting
- F. Other duties that may appropriately fall within limited duty status
- G. Fire prevention

Section 29.3 Temporary Limited Duty

The granting of limited duty is with the understanding that the employee's injury or illness is of a temporary nature only. The employee shall be expected to be able to return to full duty when fully recovered.

Section 29.4 Return to Duty

Return to limited or full duty is subject to the Fire Chief and Risk Manager consideration of medical evaluations of job performance limitations and/or safety risks.

- A. If an employee has an off-duty injury or illness, or is returning to work after pregnancy, the City may require the employee to submit a return-to-work medical release from the treating physician before returning the employee to work. Further, the City may require the employee to go to a consulting physician selected by the City for an examination to confirm the return to full duty or limited duty status prior to returning to work. Typically, the primary focus of the consulting physician's evaluation will be the specific injury or illness which caused the employee to be absent from work in the first place.
- B. If there are conflicting medical opinions between an employee's treating physician and the City's consulting physician about an employee's ability to return to full duty or return to temporary limited duty, the City may present the findings of the City's consulting physician to the employee's treating physician for further clarification. Should the conflicting medical opinions remain unresolved after this consultation, a second consulting physician may be employed by the City. The employee's treating physician and the City's first consulting physician

will mutually select the second consulting physician. Should the employee's treating physician fail to promptly participate in the selection of a second consulting physician, the City may designate the second consulting physician.

ARTICLE 30. Community Mess

Section 30.1 Participation and Collection of Monies

All shift employees shall participate in a Community Mess. Personnel on each shift at each station shall provide a procedure for collection of monies and providing documentation for the employee.

ARTICLE 31. Layoffs and Reinstatement

Section 31.1 Departmental Seniority

All employees of the Department shall accumulate Departmental seniority, for the purposes of this Article, from their first day of full-time employment. Employment with the City of Encinitas as a temporary employee or paid call firefighter not represented by this bargaining unit shall not apply to Departmental seniority.

Section 31.2 Classification Seniority

Employees shall receive classification seniority for the purposes of this Article from their first day of active employment in their last held classification.

Section 31.3 Reduction in Working Force

When it becomes necessary to have a reduction in the work force in a classification covered by this Memorandum of Understanding, for lack of work, lack of funds, reorganization, change in technology, or other non-disciplinary reasons determined by City Council, employees shall be selected for lay off as follows:

- A. Employees with the least amount of classification seniority, in the classification subject to the reduction in force, shall be the first employees selected for lay off.
- B. If an employee is laid off in their classification pursuant to Section 31.3 (A) above, the employee shall be entitled to bump the employees in the next lowest classification with the least amount of Departmental seniority. Any employee who is bumped pursuant to this section, shall be entitled to similarly exercise the right to bump employees with the least amount of Departmental seniority in the next lowest classification.

Section 31.4 Recall from Layoff

Employees who are subject to a reduction in work force shall have preferential rehire rights for a period of 24 months following lay off, to any position in that classification from which they were laid off; providing that such employee meets the minimum qualifications for that position. Employees with preferential rehire rights shall be recalled to an available Fire Department position before the City considers applications from any other individuals. The City, upon rehiring, shall do so in the inverse order of seniority by first hiring the last employee laid off.

- A. An employee recalled and reinstated to the position he or she held as of his or her layoff or demotion shall assume the same salary step seniority as he or she held at the time of layoff or demotion.
- B. Employee shall not continue to accumulate seniority, vacation, sick leave or any other service-related benefits during the period of lay off but will retain only seniority benefits.

ARTICLE 32. Probationary Period

Section 32.1 Initial Appointment Probationary Status.

Initial appointment probationary status means that the Fire Chief does not need to state a reason to release the employee from initial employment with the City. A person appointed through a competitive test of merit to a regular status position shall serve in a probationary status during the initial period of employment until they meet all the criteria described in Section 32.2. Upon successful completion of all the initial appointment probationary criteria, employees shall be considered permanent, regular employees of the City. All permanent, regular employees may only be removed for cause or for lack of work, or other non-disciplinary reasons as determined by the City.

Section 32.2 Criteria for Completion of Initial Probationary Period.

The new Firefighter/Paramedic employee must successfully pass **ALL** the following criteria to achieve the personnel system status of a permanent, regular employee:

- A. At least **one year** of full-time fire service employment with the City of Encinitas Fire Department after being selected from the competitive eligible list.
- - - and - - -
- B. At least **120 regular work shifts**. A regular work shift is a full 24 hours. Hours worked on non-shift assignments will count toward the 120 regular shift requirement, with each hour worked multiplied by a factor of 1.4, and with every 24 hours of factored non-shift work equaling credit for a 24 hour regular work shift. Leave time, paid or unpaid, does not earn credit for a required work shift. Shift trades worked do not credit for a required work

shift. Up to six (6) shifts of overtime work may be credited toward the requirement of 120 regular work shifts.

--- and ---

- C. **Pass all the Fire Department's probationary tests** for Probationary Firefighter/Paramedic for advancement to Firefighter/Paramedic III and accomplish the work assignment rotations among the fire stations as required by the Fire Department.

ARTICLE 33. Promotional Exam Process

The Promotional Exam Process is attached as Appendix "B".

Employees who are promoted to a higher classification are subject to a twelve (12) month promotional probationary period for the classification only. Should the employee be unable to successfully complete that promotional probationary period, the employee shall be allowed to regress back to the next highest classification held by the employee prior to the promotion.

ARTICLE 34. Schools and Education

The Fire Department has a vested interest in promoting continuous and higher levels of education in the workforce and to maintain a level of proficiency as identified by the various State Fire Training services, the City, and industry standards.

The Schools and Education policy and procedures (Appendix "C"), ensure that all members have an opportunity to attain or maintain training and education at levels consistent with the requirements of their position and the mission of the Department.

ARTICLE 35. Effect of Agreement

During the term of this Memorandum of Understanding, no provision of this agreement shall be changed without the written mutual consent of the parties. The City shall not change any matter regarding wages, hours, benefits and other terms of employment within the scope of representation outside of this Memorandum of Understanding without providing reasonable advance notice of the proposed change and an opportunity to meet and confer regarding such change (except in the case of an emergency, when the City shall provide reasonable notice and opportunity to meet and confer). Nevertheless, the Fire Chief specifically retains the right to make and enforce reasonable work rules.

ARTICLE 36 Severability

Every provision of this Memorandum of Understanding is intended to be severable. If any term or provision hereof is illegal to any other law or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Memorandum of Understanding.

In the event of the invalidation of any article or section, the City and the Association agree to meet within sixty (60) days after the expiration of any administrative or judicial appeal period/process for the purpose of meeting and conferring over said invalidated section or article.

ARTICLE 37. Duration of Agreement

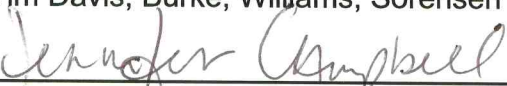
Except where otherwise provided within a specific Article, this Memorandum of Understanding shall remain in effect until December 31, 2025.

IN THE WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed by authorized officers thereof.

City of Encinitas



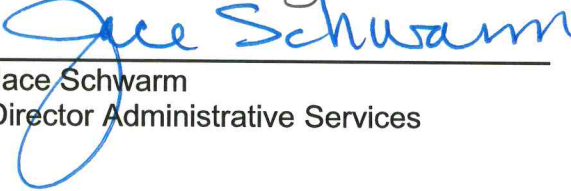
Pam Antil, City Manager

Tim Davis, Burke, Williams, Sorensen


Jennifer Campbell, Assistant City Manager




Tom Bokosky, Human Resources Director




Jace Schwarm
Director Administrative Services

Encinitas Firefighters Association (EFFA), IAFF 3787



Chris Cincotta, President

Stuart Adams, Adams, Ferrone & Ferrone



Marco Garcia, Fire Captain



Donald Butz, Fire Fighter/Paramedic I



Kyle Menzies, Fire Engineer

APPENDIX "A"

LIST OF CLASSIFICATIONS IN THE BARGAINING UNIT REPRESENTED BY THE ENCINITAS FIREFIGHTERS' ASSOCIATION

EFFECTIVE JANUARY 1, 2022 – DECEMBER 31, 2022

Classification Title	Grade	Hourly	Semi-Monthly	Monthly	Annual
Probationary Firefighter/Paramedic	S90	\$28.2530	\$3,427.94	\$6,855.88	\$82,270.56
Firefighter/Paramedic III	S91	\$33.1972	\$4,027.82	\$8,055.64	\$96,667.68
Firefighter/Paramedic II	S92	\$33.9033	\$4,113.49	\$8,226.98	\$98,723.76
Firefighter/Paramedic I	S93	\$34.9631	\$4,242.07	\$8,484.14	\$101,809.68
Fire Engineer	S94	\$35.6572	\$4,326.29	\$8,652.58	\$103,830.96
Fire Captain	S95	\$41.8396	\$5,076.40	\$10,152.80	\$121,833.60

EFFECTIVE JANUARY 1, 2023 – DECEMBER 31, 2023

Classification Title	Grade	Hourly	Semi-Monthly	Monthly	Annual
Probationary Firefighter/Paramedic	S90	\$29.1006	\$3,530.78	\$7,061.56	\$84,738.72
Firefighter/Paramedic III	S91	\$34.1931	\$4,148.65	\$8,297.30	\$99,567.60
Firefighter/Paramedic II	S92	\$34.9204	\$4,236.89	\$8,473.78	\$101,685.36
Firefighter/Paramedic I	S93	\$36.0120	\$4,369.34	\$8,738.68	\$104,864.16
Fire Engineer	S94	\$36.7269	\$4,456.07	\$8,912.14	\$106,945.68
Fire Captain	S95	\$43.0948	\$5,228.69	\$10,457.38	\$125,488.56

EFFECTIVE JANUARY 1, 2024 – DECEMBER 31, 2024

Classification Title	Grade	Hourly	Semi-Monthly	Monthly	Annual
Probationary Firefighter/Paramedic	S90	\$29.9736	\$3,636.70	\$7,273.40	\$87,280.80
Firefighter/Paramedic III	S91	\$35.2189	\$4,273.11	\$8,546.22	\$102,554.64
Firefighter/Paramedic II	S92	\$35.9680	\$4,364.00	\$8,728.00	\$104,736.00
Firefighter/Paramedic I	S93	\$37.0924	\$4,500.42	\$9,000.84	\$108,010.08
Fire Engineer	S94	\$37.8287	\$4,589.76	\$9,179.52	\$110,154.24
Fire Captain	S95	\$44.3876	\$5,385.55	\$10,771.10	\$129,253.20

EFFECTIVE JANUARY 1, 2025 – DECEMBER 31, 2025

Classification Title	Grade	Hourly	Semi-Monthly	Monthly	Annual
Probationary Firefighter/Paramedic	S90	\$30.8728	\$3,745.80	\$7,491.60	\$89,899.20
Firefighter/Paramedic III	S91	\$36.2755	\$4,401.31	\$8,802.62	\$105,631.44
Firefighter/Paramedic II	S92	\$37.0470	\$4,494.91	\$8,989.82	\$107,877.84
Firefighter/Paramedic I	S93	\$38.2052	\$4,635.44	\$9,270.88	\$111,250.56
Fire Engineer	S94	\$38.9636	\$4,727.45	\$9,454.90	\$113,458.80
Fire Captain	S95	\$45.7192	\$5,547.11	\$11,094.22	\$133,130.64

Calculations	Assumptions
Average week is 56 hours	Calculation includes 53 hours base pay + 3 hours "FLSA time" without overtime rate
Hourly	Base pay
Semi-Monthly	2912 hours / 24 pay periods = 121.33 hours per pay period
Monthly	2912 hours / 12 months = 242.667 hours per month
Annual	52 weeks x 56 hours per week = 2912 hours per year

APPENDIX “B”

PROMOTIONAL EXAM PROCESS

I. PURPOSE:

It shall be the intent of this policy to outline a fair, valid, and consistent methodology for the promotional process. It is in the best interests of both Management and Labor that the promotional process be transparent, legal, position relevant, and provides an effective method for promoting the best candidates forward. The process should be strict enough that the candidates for promotion have adequate opportunity and information to prepare themselves for the tests, but flexible enough that the examination requirements and material can adjust to the position requirements and industry standards. The examination process should be thorough enough to confirm the knowledge, skills, and abilities of the candidates to adequately perform the job.

II. RESPONSIBILITY:

- 1) The responsibility for this policy shall be shared between Management and Labor. To the extent possible, any changes to this policy shall be discussed between the two parties and enacted after mutual agreement, within the following guidelines:
- 2) Any changes required by Federal and/or State law shall be enacted immediately upon confirmation of the necessary changes. All parties subject to this policy shall be notified of such changes. It shall be the responsibility of all parties to bring such changes to the attention of Management/Human resources as soon as possible so the changes can be made in a timely manner. There will be no impasse, grievance, or bargaining requirement for changes required by law.
- 3) Any changes required by licensing agencies (DMV, State Fire Marshal, State/County EMS, etc.) which are required to attain or maintain position specific licensure or certification will be enacted after notification of all parties.
- 4) Any changes to this policy that require subsequent changes to the City position job description will be a subject for the “meet and confer” process between the City and the Labor groups. If, outside this policy, changes are made to the City position job description, these changes will be automatically incorporated into this policy, having already been through the meet and confer process.
- 5) For any proposed changes to the policy, not listed above, the City may initiate the changes to the policy by providing ten (10) days written (e-mail is acceptable) notice of the proposed change to all bargaining units effected by the change. If, within ten (10) days after receipt of the proposed changes, the bargaining unit desires to discuss the proposed changes, the City and the bargaining unit will meet in an effort to reach a mutual agreement. If the bargaining unit does not respond to the proposed changes within the time allotted, the changes will take effect.

III. DEFINITIONS:

A. QUALIFICATIONS FOR EXAMINATION:

1. All candidates for the promotional process must meet all of the requirements listed in the current City Job Specification for the position being tested. By mutual agreement between the City and the Association (see 5 above), some requirements may be

waived for testing purposes but must be completed before being eligible to promote to the position. Such requirement adjustments will be listed on the position flyer when posted.

IV. EXAM PROCESS:

A. NOTIFICATION:

Thirty (30) days prior to any "on cycle" promotional examination (except as noted in section "B" below), the City shall make notification of such examination. The notification will be made through the City job announcement website. Contained within this notification shall be the following information:

- a) The position for which the test is being held;
- b) The date, time, and general location of the examination;
- c) The parameters of the test (written exam, oral exam, practical, etc.);
- d) Value of the examination components (percentage, pass/fail, etc.);
- e) The final filing date;
- f) Other information may be given, at the discretion of the City, based on the needs of the Department.

B. EXAMINATION FREQUENCY:

1. Exams will be given on an "as needed" basis unless otherwise noted in this policy. In the event that a list is exhausted before the date of the next scheduled examination, temporary appointments may be made from personnel who are qualified to take a promotional examination for the open position.
2. Promotional lists for Fire Engineer and Fire Captain will be valid for 24 months except as noted below.
3. If there are not at least two (2) candidates for each vacancy who apply and are eligible for the examination, the Fire Chief may elect to open the examination to outside candidates. (i.e. 2 vacancies= 3 candidates, 3 vacancies= 4 candidates, etc.)
4. Every attempt will be made to cycle the testing for each position (engineer and captain) to once every 2 years, preferably in alternating years in the Spring (April/May) engineer one year, captain the next.
5. The City shall have the discretion of re-testing for any promotional position if there are not at least two (2) eligible candidates remaining on the list.
6. Should a promotional list for a specific agency covered under this policy become exhausted and/or necessary before a regular cycle test, the City may consider the following options:
 - a. Make a temporary appointment (see #1 above) until the next joint exam;
 - b. Leave the position vacant until the next scheduled joint testing period;
 - c. Run a joint test (all or some agencies) or an agency specific test with the option to "merge" the lists. (Oldest list to remain active until expired (24 months), then "new" list to take over. Candidates on the "old" list would have the option to test again to be on the "new" list without losing their "position" on the "old" list)
 - i. A 45 day notification to all potential candidates and the bargaining unit would be required.

C. EXAMINATION RESULTS:

1. Once the testing process is complete, and the scores have been verified by Human Resources (HR), all candidates will be notified of their respective position on the promotional list. Candidates will be told their overall ranking, but not individual scores. Notification can be of any method approved by HR.
2. Once the promotional list has been verified by HR, and the ranking released, the "time clock" for the new list will begin and all previous lists will be void (except in the case of section "B.6.c" above.)

D. SELECTION PROCESS FOR PROMOTIONAL POSITIONS:

1. For all promotional positions; once a member has successfully passed the testing process that member is deemed "qualified" for the position. However, even though all members on a promotional list are "qualified", the organization has a vested interest in promoting the best candidates for the position. Because of this need, the Fire Chief may use any and all additional parameters (job performance reviews, experience, education, interviews, etc.) to disseminate the best candidate for any given position, under the following rules:
2. The Fire Chief shall have the right to select from the top three (3) candidates for each open position available. For example: if there are two positions available for the same rank, the Fire Chief may select a candidate from the top three (3) candidates for the first position. The Fire Chief can then select from the next top three (3) candidates for the second position.
3. While it is encouraged to promote in "rank order", should the Fire Chief decide to pass over a candidate in favor of one lower on the promotional list, the Fire Chief will discuss those reasons with the candidate/s being passed over.

E. TEST REVIEW:

1. Candidates can request a review of their test performance as a method for evaluating strengths, weaknesses, and ways to better prepare for future promotional opportunities.
2. Refer to the **Test Review Policy** for the proper procedure.

APPENDIX "C"

SCHOOLS AND EDUCATION POLICY

ENCINITAS, SOLANA BEACH, AND DEL MAR FIRE DEPARTMENT OPERATIONS AND PROCEDURE MANUAL

Title: Schools and Education Policy Section: Administration

Responsible Division: H.R. and Fire Admin. Number: S-800.10

Approved By: J. Blumeyer, Deputy Chief Date Approved: 03/21/2018

I. PHILOSOPHY

The Fire Department has a vested interest in promoting continuous and higher levels of education in the workforce and to maintain a level of proficiency as identified by the various State Fire Training services, the City, and industry standards.

II. PURPOSE:

To establish a policy and procedures to ensure that all members have an opportunity to attain or maintain training and education at levels consistent with the requirements of their position and the mission of the Department.

III. RESPONSIBILITY:

- A. The Training Chief shall continually evaluate training and education requests and utilize the following criteria and priorities to either approve or deny such requests*:
- a. To obtain or maintain existing job skills, knowledge, or abilities.
 - b. Courses specifically required for advancement within or above their current rank.
 - c. Courses deemed of a benefit to the Department where the information could be brought back and delivered to other members.
 - d. Special courses which assist the member to become proficient in a subject that helps in a specific Department program or service.
 - e. Courses of study to necessary to complete a formal educational degree (AA/AS, BA/BS, or higher program.)**
 - f. Courses of general interest to the individual that have a bearing in the fire service but are not necessarily required by any specific program or position.

* Classes, courses, or seminars deemed directly related to fire service training shall be approved by the Training Chief, or his designee, and paid for from the training budget as funding allows.

Courses of study to complete a formal degree program will be reimbursed under the existing City "Tuition Reimbursement Program", if applicable, and shall follow all procedures dictated by that policy and/or existing MOU language.

- B. It shall be the responsibility of all employees to obtain permission from the Training Officer prior to attending any school, class, or seminar for which compensation is expected.
- C. It shall be the responsibility of any member selected to attend any school, class, or seminar to:
 - a. Attend all classes or sessions required of the course;
 - b. Upon returning, and as deemed necessary by the Training Officer, impart any new knowledge to other members of the Department;
 - c. Keep accurate and current records pertaining to the expenses and to forward them through channels to the proper finance officer upon completion of the course for reimbursement.
 - d. Submit all reimbursement paperwork in a timely manner. It is preferred that all reimbursements are processed in the same fiscal year as the course completion date.
 - e. Members who cannot attend a course for which they are already scheduled shall notify the Training Officer as soon as possible so that a replacement or refund may be secured.

IV. PROCEDURE

- A. All requests for fire service training shall be submitted in writing (email through channels) to the Training Officer. All reimbursements and approvals will be subject to budgetary availability of funds.
- B. Firefighter I, Firefighter II, Driver/Operator 1-A/1-B:
 - a. Available to all personnel
 - b. Department to reimburse course tuition, State certification fees
 - c. Company Officers and Training Officer responsible for signing off required tasks.
 - d. Member is responsible for making sure the packet is complete and mailing the material to the certifying agency. (SFM, DMV, etc.)
 - e. Transportation and time-off duty are the responsibility of the member.
 - f. Time off-duty (shift or partial shift coverage) may be provided by the Department if funding is available at the discretion of the Administration Chief in charge of budget.
- C. Courses required or encouraged for promotion to Company Officer:
 - a. Available to all personnel eligible (off initial 1 year probation)
 - b. Department to reimburse course tuition, State certification fees
 - c. Monies will be reimbursed after successful completion of the course (certificate, license, etc.)
 - d. Transportation and time-off duty are the responsibility of the member.
 - e. Time off-duty (shift or partial shift coverage) may be provided by the Department if funding is available at the discretion of the Administration Chief in charge of budget.
- D. Courses required or encouraged for promotion to Chief Officer:
 - a. Available in priority to:
 - i. Personnel eligible to promote to the position
 - ii. Personnel interested in the courses but not yet eligible to promote to Chief Officer level.
 - b. Department to reimburse course tuition, State certification fees
 - c. Monies will be reimbursed after successful completion of the course (certificate, license, etc.)
 - d. Transportation and time-off duty are the responsibility of the member.
 - e. Time off-duty (shift or partial shift coverage) may be provided by the Department if funding is available at the discretion of the Administration Chief in charge of budget.
- E. Courses required to meet specific CICC taskbook or position requirements:

- a. Approval will be on a first come, first served basis depending on training budget available.
 - b. Priority will be given to those courses and positions which most directly benefit the Department, or a program within the department, at the discretion of the Training Officer.
 - c. Department to reimburse course tuition, State certification fees
 - d. Monies will be reimbursed after successful completion of the course (certificate, license, etc.)
 - e. Transportation and time-off duty are the responsibility of the member.
 - f. Time off-duty (shift or partial shift coverage) may be provided by the Department if funding is available at the discretion of the Administration Chief in charge of budget.
- F. Courses assigned or mandated by the Department:
- a. Approval will be by the Training Officer
 - b. All tuition and fees will be paid by the Department
 - c. Travel will be reimbursed at the required rate unless Department transportation is provided. There is no guarantee that Department transportation will be available.
 - d. Backfill for the position and overtime (per MOU) will be paid if the member is required by the Department to attend the course.
- G. Specialized Training and Seminars/Conferences (Haz-Mat, RS-1, RS-2, CFED, Fire-Expo, etc.)
- a. Approval will be on a first come, first served basis depending on training budget available.
 - b. Priority will be given to those courses and positions which most directly benefit the Department, or a program within the department, at the discretion of the Training Officer.
 - c. Department to reimburse course tuition, State certification fees
 - d. Monies will be reimbursed after successful completion of the course (certificate, license, etc.)
 - e. Transportation and time-off duty are the responsibility of the member unless required to attend by the Department (see sect. F above.)
 - f. Time off-duty (shift or partial shift coverage) may be provided by the Department if funding is available at the discretion of the Administration Chief in charge of budget.
- H. College coursework to complete a formal degree program:
- a. Approval and reimbursement shall follow the City tuition reimbursement policy or MOU.
 - b. In the absence of a formal tuition policy, requests for tuition reimbursement may be submitted prior to the course and reviewed on a case by case basis. Approval/denial will be at the discretion of the City Manager, Fire Chief, or their designee and their decision will be binding.

V. **FORM**

- A. Tuition reimbursement forms as per Agency policies.