

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between the**  
**CITY OF SAN MARCOS, CALIFORNIA, (“City”)**  
**And the**  
**SAN MARCOS PROFESSIONAL FIREFIGHTERS’ ASSOCIATION, (“Association”)**

**Effective July 1, 2025– June 30, 2027**

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**ARTICLE I – INTENT AND PURPOSE**

This MOU is a result of meeting and conferring with representatives of the City, as the employer, and representatives of the Association.

The terms and conditions of employment as set forth in this MOU have been discussed in good faith between the City and the Association.

The Association has recommended to its members and its membership has approved all of the terms and conditions of employment, as set forth herein, and the City representatives also recommend to the City Council of the City that all of the terms and conditions of employment, as set forth herein, be adopted by resolution of the City Council of the City.

This agreement shall become effective upon adoption of said resolution by the City Council of the City.

**ARTICLE II – ASSOCIATION RIGHTS**

**Section 1 – Association Representation**

This MOU covers all work for the City by employees represented by the Association, which specifically excludes management, supervisory, classified miscellaneous and confidential position employees. Those classifications represented by the Association are listed in the CLASSIFICATION AND COMPENSATION SCHEDULE.

**Section 2 – Scope of Meeting and Conferring**

The scope of representation shall include wages, hours and other terms and conditions of employment. Notwithstanding the foregoing, nothing is intended to circumscribe or modify the exclusive “management rights” of the City, as listed in the City of San Marcos Personnel Rules and Regulations Fire Department Employees, Section 1.0 – GENERAL PROVISIONS, Management Rights (Revised 2014).

The City and the Fire Association agree to form a committee composed of members from both the Association and Fire Administration to meet and confer in good faith on the following items:

1. Bid Cycle
2. Safety Time Off after Extended Deployment
3. City to Cover Meals for Extended Deployments

The committee will collaborate to finalize the details of these items and formalize them in policy or a side letter, as appropriate. A timeline for finalization will be determined by the

committee, and the agreed-upon changes will be implemented upon completion of this process.

### **Section 3 – Reasonable Notice**

Reasonable written notice shall be given to the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the San Marcos City Council. The Association shall be given the opportunity to meet and discuss with the City prior to adoption as required by law.

In cases of emergency, when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

All communications and/or notices shall be delivered to the Association by the City via email. Reasonable notice shall be considered to be seventy-two (72) hours.

### **Section 4 – Use of Bulletin Boards and City E-Mail**

The Association may use a portion of City bulletin boards under the following conditions:

- A. The City reserves the right to determine the location of bulletin boards and the portion to be allocated to the Association.
- B. All materials must be dated and identify the Association.
- C. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after publication date.
- D. Materials considered objectionable by the City will not be posted. The Association will direct questions concerning objectionable material to the Human Resources/Risk Director.

The Association will be permitted limited use of the City's E-Mail system to communicate with its members regarding meeting times, and informational items. The Association will designate no more than two individuals who are allowed access to the City's E-Mail for such purposes. The City's E-Mail system is not to be used to dialogue with employees, to query employees or to illicit responses, which would require use of the City's E-Mail by numerous employees in order to respond during work hours. Abuse of the City's E-Mail system will result in the revocation of this privilege. In addition, the Association clearly understands and acknowledges that any use of the City's E-Mail system is governed by the standards and guidelines outlined in the City's Information Technology Policy. Specifically, the policy places Users on notice that any information created, transmitted, received and stored via the City's Information Technology is not confidential or private and in some instances may be subject to the California Public Records Act.

## **ARTICLE III – GENERAL**

Employees represented by the Association shall not engage in any strikes, sit-downs, slow-downs or work stoppages during the life of the MOU.

The merit system used by the City will not be compromised as a result of the meeting and conferring process.

## **Section 1 – Transitional Return to Work (TRTW) Policy**

The City's Transitional Return to Work (TRTW) Program is designed to return employees to their usual and customary occupation as early as possible. The City and Association agree that the TRANSITIONAL RETURN TO WORK (TRTW) POLICY, effective January 1, 2008 will remain in effect for the term of this agreement.

Beginning on July 1, 2023, the City and Association agree to an optional BC Aid assignment for eligible employees on a transitional return to work (light duty). Personnel with an on-duty injury could work as an optional BC Aid assigned to their respective 48/96 shift schedule for up to 30 days, if work restrictions permit. After the 30-day period, Fire Administration will re-evaluate the TRTW assignment based on department needs.

If the employee's 48/96 shift schedule lands on a day of normal city operation (Monday – Friday, excluding dark Fridays) the employee will report to Fire Admin for normal business hours (0730-1730) and then move to the Fire Station where the Battalion Chief is located and serve as the BC Aid until the end of shift and so on. If the employee's 48/96 shift schedule lands on a dark Friday or weekend, the employee will report to the Fire Station where the Battalion Chief is located and serve as the BC Aid.

This optional TRTW schedule will be at the Fire Chief's discretion and based on the operational and administrative needs of the organization.

## **Section 2 – Bid System for Station Assignments**

BID SYSTEM FOR STATION ASSIGNMENTS, outlines a policy, which allows a station and shift selection process to occur every two years as detailed. The goals of the system are to meet the operational needs of the Department while accommodating individual preferences of shift and station assignments to the extent possible. Both the City and the Association agree that Fire Administration reserves the right to assign personnel based on operational needs of the Department. The bid process will be conducted biannually in the months of either October or November dependent on an agreed time frame by the Association and Fire Administration. For the purposes of shift bid selection, seniority will be defined according to the Personnel Rules and Regulations, SEPARATION FROM THE SERVICE OF THE CITY, - Seniority Defined, Subsection: Other Seniority Credit Provisions.

## **Section 3 – Number of Personnel Off Each Shift**

The Department will allow nine (9) employees (excluding workers' compensation, administrative leave, and sick leave) to be off duty each day. Employees have the ability to pre-schedule guaranteed vacations quarterly each year, pursuant to existing policy. The Fire Chief shall retain discretion to allow more than 9 employees off on a given duty day(s).

## **ARTICLE IV – EMPLOYER-EMPLOYEE RELATIONS COMMITTEE**

An Employer-Employee Relations Committee is hereby established for the purpose of discussing employment related issues of common concern. The Committee consists of three (3) representatives from the Association and three (3) representatives from the City. Meetings will be scheduled by mutual agreement between the management and employee representatives as the need arises to discuss various issues. Meetings will be informal and will be scheduled at times, which do not interfere with the business of the City. The Association representatives will be placed

on drill status or training status (as appropriate) during the course of the scheduled meetings if on-duty.

## **ARTICLE V – SALARIES AND STIPENDS**

### **Section 1 – Salaries and Employee CalPERS Cost Sharing**

Effective each July 1 during the term of this agreement, the following salary range adjustments will be applied to the Classification and Compensation Schedule for the following classifications. Fire structure salary range adjustments will take effect during the first full payroll in July during the term of the contract, as long as fiscally prudent and possible.

- July 1, 2025:
  - Firefighter Paramedic: 5.00%
  - Fire Engineer: 5.00%
  - Fire Captain: 5.00%
- July 1, 2026:
  - Firefighter Paramedic: 5.00%
  - Fire Engineer: 5.00%
  - Fire Captain: 5.00%

Effective 7/1/2019, Captains who are assigned to a voluntary 40-hour position will receive an additional 7.5% pay differential for the duration of the assignment.

The MOU dated, 7/1/19 - 6/30/23, established CalPERS Employee Contribution pick-ups. All Safety CalPERS members will contribute an additional percentage, as outlined below, towards CalPERS Employer contributions by way of CalPERS contract amendment via Government Code Section 20516. As emphasized in the CalPERS publication “Optional Benefits Listing”, under Government Code Section 20516, “the increased member contributions will be credited to each member’s account as normal contributions and will be included in the refund of accumulated contributions to members who separate from CalPERS covered employment and elect to withdraw their contributions.”

During the term of this contract, the CalPERS Employee Contribution pick-up remains unchanged and is detailed in the below chart.

<b>Fire PERS tiers per CalPERS contract</b>	<b>Statutory CalPERS Employee Contribution</b>	<b>Additional cost share – 7/1/2022</b>
<b>First and Second Level</b>	9.00%	6.00%
<b>Third Level</b>	9.00%	6.00%
<b>PEPRA</b>	50% of Normal Cost	1.25%

Please refer to Article VI, Section 3 for information regarding retirement benefits.

### **Section 2 – Advancement Through the Plan**

An employee occupying a position in the City service will be paid a wage within the salary range established for that classification under the adopted salary schedule. The salary schedule shall provide eight (8) salary steps of four and three quarters (4.75%) percent each for all classes

of positions. In transitioning from the prior 10-step salary step system to the new 8-step compensation structure, employees shall be placed at the step within the new schedule that is closest to, but not less than, their base rate of pay effective 6/30/2025. No employee shall experience a reduction in pay as a result of this transition. Employees at the existing step 10 will move to the new step 7. Upon placement in the new eight (8) step system, employees will then be eligible for a merit salary step increase as follows: An employee may be assigned by the Human Resources/Risk Director, with the Department Head's recommendation, to the various steps within the range for the classification on the following basis: The minimum rate for the class generally shall apply to the employee upon original appointment. Salary steps are not automatic and shall be based upon demonstrated merit. Merit increases may be accelerated at the discretion of the City Manager. Each salary change must be accompanied by a written performance review in which the Department Head recommends advancement.

Step 1 – Normally a hiring rate for the class, except where the job candidate has exceptional qualifications, or is a lateral applicant, which may justify appointment at a higher step.

Step 2 – A merit advancement which is granted where an employee has completed the first twelve (12) months of employment with the City in the appointed classification, has improved his or her work as a result of on-the-job experience, and is recommended for a merit step increase by the Department Head through a performance evaluation with at least a satisfactory performance rating which is approved by the Human Resources/Risk Director. At this time, the employee completes the City's probationary period and moves to regular status.

Steps 3 – 8 – Merit advancements, which are granted annually based upon the employee's annual evaluation.

### **Section 3 – Withholding of a Step Increase**

Step increases may be withheld in the event an employee's performance, as viewed by the Department Head, has been less than satisfactory. As outlined in – EMPLOYEE PERFORMANCE EVALUATION, the denial of a step increase shall be in writing and shall be discussed with the employee along with the areas of his/her performance that need improvement. The employee's performance will be re-evaluated in ninety (90) days.

If the employee's performance has improved during the ninety (90) day re-evaluation period to such an extent that the supervisor and the Department Head believe it is justified, the supervisor and the Department Head may specifically recommend the commencement of any merit step increase, or portion thereof, which was previously withheld.

### **Section 4 – Special Merit Increases**

Upon the recommendation of the Department Head and the approval of the Human Resources/Risk Director, an employee may receive a special merit increase. Such special merit increases are to provide recognition for truly exceptional performance beyond the normal expectations of the position. A Special Performance Evaluation must accompany such a request.

### **Section 5 – Pay Periods**

The pay period for all employees will be bi-weekly (beginning on a Friday and ending on a Friday). Paychecks will be distributed bi-weekly on the Tuesday following the week that the pay period ends.



When the regular payday falls on a holiday, paychecks will be distributed on the workday immediately preceding such holiday.

## **Section 6 – Special Pay Requests**

Except for employees being terminated, salaries will be paid only on regular paydays, unless an emergency pay request has been made by the employee and approved by the City Manager.

## **Section 7 – Timing of Salary Increases**

If the effective date of an increase falls within the first seven (7) days of the pay period, it will be implemented effective the first day of the pay period. If, however, said increase falls within the last seven (7) days of the pay period, it will be implemented the first day of the following pay period.

## **Section 8 – Compensation on Promotion**

When an employee is promoted, he or she will be placed on the salary step of the new salary range, which is a minimum of six percent (6%) above current salary. However, there will be no salary increase which causes the employee's salary to be above the salary range of the classification the employee is promoted to. Probation shall be one calendar year from the date of promotion for all ranks. An employee who is promoted will be eligible for a salary step merit increase on an annual basis from the date of promotion unless the employee's salary is at top step or above the range.

## **Section 9 – Overtime Compensation**

- A. Compensation will be computed at time and one half the employee's regular hourly rate of pay. Employees will receive a minimum of one (1) hour overtime for the first hour or any part thereof, and to the nearest one-quarter hour exceeding the first hour.
- B. The City will comply with the provisions of the Fair Labor Standards Act as interpreted by the United States Supreme Court's decision in *Garcia vs. San Antonio Metropolitan Transit Authority*, February 19, 1985. In determining when to apply the overtime rate, time off for vacation, sick leave or jury duty will not be deducted.
- C. Overtime will be assigned as outlined in the Personnel Manual PM 100.01 "Overtime Rotation."
- D. 56-Hour employees will have a twenty-four (24) day work period consisting of 182 regular hours and 10 overtime hours for a total of 192 hours (4 48-hour shifts).

## **Section 10 – Compensation – Callback Pay**

Minimum callback pay will be two (2) hours starting from the time the employee is contacted.

## **Section 11 – Contribution to the Retiree Health Savings (RHS) Program**

Effective beginning January 1, 2014, each pay period the City shall contribute 1% of base salary to be deposited to each employee's RHS account.

In addition to the City's 1% base salary contribution, effective July 1, 2022 Fire Association employees agree to contribute 2% of base salary to be deposited to each employee's RHS account per pay period.

The total combined RHS contributions for the term of this contract is 3%.

At the time of an employee's separation the City shall deposit directly into the employee's RHS account the cash value of: (1) all accrued and unused sick leave and (2) all accrued and unused vacation leave. The cash value of accrued and unused sick leave and/or vacation leave shall be determined by multiplying the employee's base hourly rate at the time of separation from the City by the number of hours of accrued, unused sick leave or vacation leave, respectively.

## **Section 12 – Uniform Allowance/Duty Boot Repair**

Upon initial employment, as determined by the Uniform and Grooming Policy, and on each July 1<sup>st</sup>, a uniform allowance of Fifteen Hundred Dollars (\$1,500) will be issued to each employee and must be used in accordance with the Uniform and Grooming Policy. Since this allowance is considered by the California Public Employees Retirement System (CalPERS) to be a "uniform allowance" as defined by law, the allowance is also considered by CalPERS to be a form of "compensation". As such, this cost must be reported to CalPERS biweekly as part of the employee's annual gross income for purposes of computing the CalPERS contribution. In addition, Federal and State taxes must be paid on the income. Therefore, this amount will be included at the end of the year on the employee's W-2. The City agrees to cover the employee's portion of the CalPERS contribution and applicable taxes.

Safety clothing required in the performance of job duties shall be furnished by the City and must be worn when performing hazardous duties.

Personnel will be required to purchase a Class A uniform by the end of their second year of service.

Standards of maintenance of uniforms and equipment shall be determined by the City, and employees must maintain these standards as set forth in the Uniform and Grooming Policy.

When Department-issued wildland boots or duty shoes require repair, the Department will reimburse the employee for up to Seventy-Five (\$75) dollars for wildland boots and up to Fifty (\$50) dollars for duty shoes per fiscal year. The repair and maintenance of wildland boots and duty shoes will be the responsibility of the employee. When the estimated repair cost exceeds the amounts listed above, the wildland boots or duty shoes should be returned to the Department, which will either repair or replace the boots at the Department Head's discretion.

To obtain reimbursement, the employee must submit a receipt or proof of payment to the Department for processing. Since the reimbursement will be processed through the bi-weekly payroll system, the receipt or proof of payment must be received no later than Monday noon to be included in the next pay cycle.

### **Section 13 – Paramedic Certification Stipend**

Personnel at a rank higher than Firefighter Paramedic who hold a current Paramedic Certification and who maintain satisfactory performance shall receive a stipend equal to three percent (3%) of the employee's annual base salary step. The Paramedic Certification Stipend will be paid bi-weekly.

### **Section 14 – Bilingual Pay**

Each employee who successfully passes a bilingual performance examination the content of which is to be agreed upon by the City and the Association, shall be paid a bilingual skill pay of \$150 per month. Bilingual pay shall be paid bi-weekly.

### **Section 15 – Education Incentive Stipend**

An employee who meets the education requirements listed below, shall be paid Education Incentive Stipend on a pro-rated bi-weekly basis, as follows:

AA/AS/60 units	3.90% of the annual top-step FFPM base salary*
BA/BS	5.85% of the annual top-step FFPM base salary*

\*Employees who possess both a BA/BS and an AA/AS/60 units shall receive only the 5.85% education incentive stipend. Employees who obtain the requisite units or degree, shall begin to receive payment on the first day of the pay period following the date on which proof of attainment is provided to the City.

### **Section 16 – Longevity Merit Stipend**

Each employee shall receive a one-time lump-sum longevity stipend calculated on their current base annual pay in the pay period in which the employee reaches the following anniversary dates with the City:

5 years	2.0% of Step	8
10 years	2.5% of Step	8
15 years	3.5% of Step	8
20 years	4.0% of Step	8
25 years	4.5% of Step	8
30 years	5.0% of Step	8

### **Section 17 - Out-of-Class Assignments**

When an employee is temporarily assigned to a higher classification for the convenience of the city for at least one (1) pay period, he or she shall be paid a minimum of six percent (6%) above his or her regular rate of pay or Step 1 of the class into which he or she is working, whichever is higher. No employee will be paid more than the maximum of the range they are temporarily assigned to. To be eligible for an out-of-class assignment, the employee must have passed the most recent promotional examination for the higher level position and be on a current eligibility list. The Fire Chief and the Human Resources/Risk Director must approve all out-of-class Limited Term assignments in advance. Once approved, the out-of-class pay will begin at the first hour of the out-

of-class assignment and will continue through the duration of the assignment. An out-of-class Limited Term assignment shall only be made for periods of ninety (90) calendar days or more, and shall not exceed a maximum duration of one (1) year. Employees assigned to an out-of-class Limited Term assignment shall not acquire property interest or seniority in the elevated classification. "Out of Class Limited Term" appointments may end at any time without advance notice or right of appeal.

### **Section 18 – Jury Duty Pay**

An employee summoned to jury duty may be absent from work with full pay. Any jury fees, excluding mileage and meals, received by the employee will be remitted to the City. An employee must notify his or her Department Head immediately upon notification of jury duty and must furnish the City with a copy of the jury duty summons. If the jury duty assignment is not for an entire day, as verified by the Court's time clock record, the employee must report back to the City to complete his or her normal shift.

### **Section 19 – Court Time Pay**

Employees subpoenaed as court witnesses in actions that have occurred in the course of their employment shall be compensated at straight time for actual time spent in court when called to appear in court while on duty. If employees are called to appear in court while off duty, the time spent in court will be treated as "hours worked" as defined by the FLSA and employees will be compensated appropriately per FLSA regulations.

### **Section 20 – Termination Pay**

Employees leaving the City's service will normally be paid within forty-eight (48) hours following the date of termination and only after written clearance is received from the Department concerned that said employee has returned all City-owned tools, equipment and keys.

### **Section 21 – EMT Certification Pay**

The City will either provide EMT training on duty or will make employees aware of courses offered. If re-certification requires off-duty time, the employee will be compensated at the overtime rate. Scheduling of training will be at the convenience of the City with due consideration given to the majority of recertification dates. If the employee cannot attend training due to personal reasons, it shall be the employee's responsibility to obtain the required training prior to the expiration date.

### **Section 22 – Employee Benefit Allocation Program (EBAP)**

Effective January 1 during each year of the contract, the City will allocate \$3,000 for each employee's use. Employees must be employed by the city prior to January 1 in order to qualify for EBAP.

Employees can elect to allocate all or a portion of the annual EBAP funds into any combination of eligible categories. Unexpended EBAP allocations may not be rolled over to the following year. Categories for employees to designate their EBAP monies include:

- Stipend;
- 457 plans (MissionSquare and Voya), and;
- The City's Section 125 Flex Plan (medical and dependent care).

## **Section 23 – Tuition Reimbursement**

Effective July 1, 2017, a total tuition reimbursement pool of \$20,000 for the fiscal year will be available for employees to utilize in the pursuit of additional, applicable education. Employees will need to attend a class that will benefit the City and receive a passing grade of C or better in order to be eligible for reimbursement. Effective July 1, 2025, any unused balance of the annual allocation may be carried forward to the next fiscal year, provided that the total amount available in any given year shall not exceed \$40,000. This carry-forward provision is intended to enhance educational opportunities while maintaining fiscal responsibility. Any funds remaining after reaching the \$40,000 maximum cap shall revert and shall not be eligible for future carry-forward. Request for tuition reimbursement will be submitted by submitting the Tuition Reimbursement Request Form.

## **Section 24 – Cell Phone Service Coverage**

Effective July 1, 2019, Fire Captains will be eligible to opt into the City's Verizon Unlimited plan on a monthly service for cell phone coverage. The monthly service will be paid by the city and only covers the plan not the phone/equipment. The cell phone coverage is to provide Captains with the ability to respond to coworkers daily, both on and off duty.

# **ARTICLE VI – BENEFITS**

## **Section 1 – Group Health Insurance**

The City shall contract for the provision of health insurance benefits through PEMHCA. Employees and eligible dependents may enroll in the City's group health care program effective the first day of the month following the date of hire. Effective beginning July 1, 2017, and each year thereafter for the term of the contract, employees will share the additional cost of any yearly dependent premium increase over 10% in a 50/50 cost sharing arrangement with the City. The increase will be in addition to the 10% premium pick-up on dependent premiums employees are already paying. As an example, if the 2015 CalPERS rates increase dependent premiums 12%, the City will pay 11% of the increase and the employees will pick-up an additional 1% through payroll deduction. The City will continue to pay 100% of the employee only premium.

**Example:** If employee only coverage is \$500, Employee+1 is \$900 and Employee + 2 or more is \$1200, then the following shall be the relative contributions:

<b>Plan Level</b>	<b>City Cont.</b>	<b>Emp. Cont.</b>	<b>Method</b>
Emp Only	\$500	\$0	100% City paid
Emp+1	\$860	\$40	City: \$500 + 90% of \$400 Employee: 10% of \$400
Emp+2 or more	\$1130	\$70	City: \$500 + 90% of \$700 Employee: 10% of \$700

The City's contributions, above, are inclusive of the CalPERS mandatory minimum contribution.

The City will comply with COBRA (Consolidated Omnibus Budget Reconciliation Act), the Federal law that requires employer groups to provide a member the ability to purchase health

insurance if the member's job or coverage terminated. This applies to both the employee and any dependents that are covered by the plan.

At the time of retirement, City employees will qualify to remain with CalPERS Health as a Retiree. The employee will be responsible for the applicable premium amount less the City's contribution as required by CalPERS.

At time of separation, coverage for Health insurance will terminate at the end of the month following the separation date. Full month's premium less the City's required contribution will be deducted from employee's last paycheck.

Employees must be enrolled in a plan for one (1) year before they can opt out. Those who "opt-out" of City-provided medical insurance shall receive 45% of the premium based upon the plan level for which the employee was previously enrolled in (i.e., employee only, employee+1 or employee+2 or more) and every year will receive an adjusted opt-out amount based on 45% of the year's current premium. Employees hired after January 1, 2012, may opt out and will receive 45% of the most expensive CalPERS HMO plan available at the plan level they were eligible to be in.

If at any time during the term of the MOU, the City is subject to penalties under the ACA, the parties agree to reopen negotiations on that part of the opt-out program which subjects the City to such penalties, for the limited purpose of making changes to ensure that such penalties are avoided.

## **Section 2 – Mileage Reimbursement**

The City's mileage reimbursement will be the official IRS mileage reimbursement amount.

## **Section 3 – Retirement**

For employees hired prior to January 1, 2012 (Tier I), the City shall contract with CalPERS for the following optional benefits: 3% at 50 formula (Section 21362.1) and Single Highest Year (SHY) (Section 20042)

For employees hired on or after January 1, 2012 (Tier II), the City shall contract with CalPERS for the following optional benefits: 3% at 55 formula (Section 21363.1) and Average of Highest 36 Months.

For employees hired on or after January 1, 2013 (Tier III), the City shall contract with CalPERS for the following optional benefits: 2.7% at 57 formula and Average of Highest 36 Months.

For all employees, regardless of hire date, the City shall contract with CalPERS for the existing optional benefits, except as modified above.

Effective January 1, 2014, employees with the 3% at 50, 3% at 55 and 2.7% at 57 CalPERS retirement benefits will be credited with the negotiated 3% RHS offset applied towards employee CalPERS contributions. For statutory and negotiated employee contributions, please refer to Article V, Section 1. The 3% offset will be applied to the total employee contribution for the above CalPERS retirement benefit levels.

Employees of the City shall be retired from City service pursuant to and in accordance with the provisions of the Public Employees' Retirement Law. The City Manager, or his/her designee, is authorized to execute all necessary and appropriate documents to accomplish retirement of employees.



#### **Section 4 – Section 125 Flexible Benefit Plan**

All employees are eligible to participate in the City's Section 125 Flexible Benefit Plan which is an IRS approved plan enabling employees to pay for certain benefits i.e. contributions to Group Health Insurance Premiums, Dependent Care, and certain eligible Medical Expenses without being subject to federal income or social security tax on the income used to pay for these benefits. Employees will have the opportunity to enroll in this benefit during annual open enrollment period and at the time of hire.

#### **Section 5 – Group Life and Accidental Death and Dismemberment Insurance Plan**

The City provides all employees with Life and Accidental Death and Dismemberment Insurance coverage equivalent to two times the employee's annual salary. The City pays for the insurance premium.

#### **Section 6 – Long Term Disability Plan**

The City contributes fifty dollars (\$50) per member per month and long-term disability insurance is provided through the Association.

#### **Section 7 – Deferred Compensation**

All employees are eligible to participate in deferred compensation plans (457 plans) offered by the current vendors. Currently City is contracted with MissionSquare and Voya. Interested employees should contact the Human Resources/Risk Department to sign up for either plan.

#### **Section 8 – Voluntary Life and Accidental Death and Dismemberment Insurance Program**

All employees are eligible to participate in the City's voluntary Life and Accidental Death and Dismemberment Insurance Program. Premiums for the voluntary plans are paid by the employee. Employees interested in participating should contact the Human Resources/Risk Department.

#### **Section 9 – Workers' Compensation Insurance**

All employees will be covered by Worker's Compensation Insurance. The City will pay for the full cost for such insurance. Any employee shall, upon experiencing a work-related injury, report the incident immediately to his or her immediate supervisor who will notify the On-Duty Battalion Chief and follow the procedures as outlined in the Personnel Manual PM 108.00. If an employee is disabled by injury on the job and is unable to perform the duties of his or her position, he or she will be granted a workers' compensation leave of absence. Employees who are off work due to a work-related injury or illness will receive salary continuation in accordance with Labor code, Chapter 2, Article 7, Section 4850. Taxes will not be withheld from 4850 pay as per IRS rules, this is not taxable income.

#### **Section 10- Hours of Work**

Employees will be in attendance at their work in accordance with Sections regarding hours of work, holidays and leaves. Attendance records will be reported to the City Manager in the form and on the dates he or she specifies. Procedures governing shift trades are outlined in the Personnel Manual PM 101.00.

Daily shifts begin at 0800 hours. All employees shall be at their designated station or assignment prepared and in uniform by 0800 hours. Employees are required to work on station maintenance, apparatus maintenance, special assignments, training, or any other Fire Department related activities as needed.

### **Section 11 – Vacation Leave Accrual**

1. Effective July 1, 2025, vacation accrual levels will be as follows:

1-5 Years	156 hours
6-10 Years	212 hours
11-15 Years	264 hours
16- 20 Years	288 hours
21+ Years	312 hours

2. Eligibility for Leave

An employee shall be entitled to annual vacation leave, upon prior approval from their Department Head, after six (6) months of service with the City. The City Manager may authorize an employee to take accrued vacation earlier if, in his or her judgment, there are valid reasons to conclude that it is in the best interests of the City and the employee that an exception is granted.

3. Scheduling of Vacation

All vacation requests will follow the staffing policy.

4. Accumulation

No employee will be allowed to accumulate vacation leave in excess of two (2) full years of his or her particular vacation schedule, except upon written approval of the City Manager. When the employee reaches the maximum accrual, he or she shall cease earning vacation leave until the balance falls below the maximum accrual.

### **Section 12 – Conversion of Vacation to Cash**

An employee may be granted vacation pay (at the employee's current hourly rate) in lieu of vacation time off with the approval of the City Manager. The number of days will be deducted from the employee's vacation accrual balance.

### **Section 13 – Holidays and Illness During Vacation**

An illness or injury occurring while on vacation leave may be charged to sick leave, with the approval of the City Manager. Sick leave will not be granted to any employee to permit an extension of the employee's vacation. The employee must submit a doctor's certificate upon return to full duty.



## **Section 14 – Sick Leave Policy**

### **1. Allotment Schedule**

Each employee will be granted an annual sick leave front-loaded allotment in accordance with the following schedule:

During the pay period that includes January 1 of each calendar year, an annual front-loaded allotment of 144 sick leave hours will be added during the payroll process. For example, during pay period 12/19/2025 - 01/02/2026, the annual allotment would occur to provide the total annual sick leave allotment (144 hours) for calendar year 2026. The next sick leave allotment would occur during the pay period that includes 1/1/2027.

New employees hired after January 1 will receive the following front-loaded sick leave allotment to comply with the threshold requirements in SB 616:

- Hired during the month of January - 144 sick leave hours
- Hired during the month of February - 133 sick leave hours
- Hired during the month of March - 120 sick leave hours
- Hired during the month of April - 120 sick leave hours
- Hired during the month of May - 120 sick leave hours
- Hired during the month of June - 120 sick leave hours
- Hired during the month of July - 72 sick leave hours
- Hired during the month of August - 72 sick leave hours
- Hired during the month of September - 72 sick leave hours
- Hired during the month of October - 36 sick leave hours
- Hired during the month of November - 24 sick leave hours
- Hired during the month of December - 12 sick leave hours

Employees who accumulate more than 600 sick hours will have all hours in excess of 600 hours deposited to the employee's RHS account as the overage amount is received.

### **2. Appropriate Use**

Sick leave will not be considered a privilege which an employee may use at his or her discretion but will be granted by the City to an employee because of employee illness, injury or disability or to accommodate the employee's attendance at medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the workday. Mental health and related treatment or appointments are also approved uses. The City Manager may require, at any time, evidence in the form of a physician's certification, or otherwise (personal affidavit), of the adequacy of the reason for an employee's absence during the time for which sick leave was requested.

Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

### **3. Notification Procedure**

In order to be granted sick leave with pay, employees shall notify the Scheduling Captain at least thirty (30) minutes prior to their start time.

Failure to follow the notification procedures outlined shall result in the day of absence being treated as a leave of absence without pay.

#### **4. Family Assistance Sick Leave**

In accordance with the Family Assistance Law (Labor Code Section 233), when circumstances are such and the City Manager determines that the situation qualifies, an employee may be granted use of up to one half (1/2) of their annual accrual of sick leave because of illness or injury of a member of the employee's immediate family or "designated person" requiring the employee's attendance.

An employee may use a maximum of seventy-two (72) hours of sick leave per fiscal year to provide health care for family members.

Family Assistance Sick Leave may be used for the diagnosis, care or treatment of an existing health condition or preventative care for the employee or a family member, or for specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.

For the purposes of Family Assistance Sick Leave, the following definitions apply:

"Child" means a biological, foster or adopted child, a stepchild, a legal ward or a child of a person standing loco parentis.

"Parent" means a biological, foster or adoptive parent, a step-parent, or a legal guardian of the employee. "Designated Person" is a person, identified by the employee at the time they request sick leave. An employee may designate one person per 12-month period.

Use of Family Assistance Sick Leave will be subject to the same sections and verification requirements as employee sick leave.

#### **5. Bereavement Leave**

When circumstances are such and the City Manager determines that conditions warrant, an absence for the death of a member of the employee's immediate family will be charged to the employee's bereavement leave bank. Bereavement leave is not charged from an Employee's sick leave bank. An employee is eligible to use a maximum of forty-eight (48) hours of bereavement leave per fiscal year. Bereavement leave has no cash value and cannot be rolled over to the next fiscal year. For unusual circumstances that may warrant an employee to need additional bereavement leave above the forty-eight hours awarded each fiscal year, a "Bereavement Leave Board" will be established to determine the approval of such leave on a case-by-case basis. Additional leave hours, if approved, will be paid solely by the City. The Bereavement Leave Board will consist of one employee from management, one employee from the Association and one member from the City's EAP provider.

For purposes of Bereavement Leave only, "immediate family" shall mean spouse, registered domestic partner, child, step-child, parent, step-parent, brother, half-brother, step-brother, sister, half-sister, step-sister, grandparent, step- grandparent, grandchild, and step-grandchild, of the employee, spouse, or registered domestic partner and any other verifiable current member of the employee's immediate household.

## **6. Penalty for Sick Leave Abuse**

When in the judgment of the City Manager the employee's reason(s) for being absent because of an alleged sickness are inadequate, he or she shall indicate on the payroll time sheet that the absence was leave without pay. Abuse of sick leave will be considered in establishing the employee's performance rating. In addition, the City Manager may impose such disciplinary action as in his or her discretion seems warranted, following procedures set forth in these Sections.

## **7. Conditions Upon Sick Leave Use**

Absence for illness may not be charged to vacation in lieu of sick leave if the employee has accumulated sick leave available for use. Nor may it be charged to sick leave not already accumulated. The employee may, however, with the City Manager's approval, use vacation time off when their sick leave balance is exhausted. If an employee has no accumulated leave, the employee must take time off without pay.

## **8. Payment for Unused Sick Leave on Separation**

At the time of separation, all remaining accrued sick leave hours earned, up to the maximum accrual amount of 600 hours, will be converted to cash (at the employee's current hourly base rate) and deposited, pre-tax, in the City's Retiree Health Savings (RHS) Program in the employee's account.

## **9. Incentive Plan for Non-Use (Sick Leave)**

As an incentive to reward employees who do not abuse sick leave, the City will provide the following options:

Employees who have at least 300 hours of accumulated sick leave may be reimbursed for any leave in excess of 300 hours on the basis of one (1) hour's base pay for each one (1) hour of sick leave. Employees may elect to cash this down to 300, designate how many hours they would like to sell back, or elect not to participate and roll over their hours (not to exceed the maximum).

This plan will be voluntary, and payment will be received on the second pay date in November each year on the sick leave balance existing two pay dates prior. The cutoff date for determining the hours available to be cashed out will be two pay dates prior.

Effective July 1, 2025, the City agrees to allow each employee with over 300 hours of sick leave the opportunity to transfer accrued sick leave to their vacation bank on the basis of one (1) hour of sick leave as one (1) hour of vacation leave. Employees must maintain a minimum of 300 hours of sick leave after transfer. The transfer is to be initiated by the employee with review and approval for transfer eligibility by Human Resources / Risk staff via the Sick Leave to Vacation Transfer Request Form. Employees can utilize this benefit throughout the year. The transfer will occur the following pay period once approved through HR/Risk staff.

## **10. Conversion Time**

Employees who work overtime have the option of converting OT compensation to sick leave that is deposited into their sick leave bank. The election to utilize conversion time must be made on the Telestaff roster on the day the shift was worked. Once processed by payroll, the overtime hours designated as conversion time will be multiplied at a 1.5 rate and deposited to the employee's sick leave bank. For example, 10 hours of overtime converts to 15 hours of sick leave.

An overtime shift may be split between OT and Conversion Time. For example, a 24-hour OT shift could be paid as 14 hours of OT and 10 hrs. of Conversion time, deposited as 15 hours of sick leave.

## **Section 15 – Association Leave Bank**

An Association Leave Bank will be established to provide leave hours, which can be used by eligible Association members to attend Association approved conferences, meetings, etc. A specific code has been provided to designate on the time sheet when the Association Leave Bank hours are used by an Association member.

After annual Sick Leave Buy Back program is processed, the Association shall notify the City of a zero to eight hour deduction from each employee's Sick Leave Accruals for deposit into the Association Leave Bank "account". Should the need arise for an additional donation of hours mid-year, the Association will notify the City of the additional donation amount.

Effective July 1, 2025, the City agrees to establish an Association Leave Bank Match Program in support of the bargaining unit's voluntary leave donation efforts. Under this program, when a member of the bargaining unit donates a minimum of one (1) hour of accrued leave time to the group's designated leave bank during the fiscal year, the City shall contribute a matching donation of one (1) hour, up to a maximum of two (2) hours per employee per fiscal year. The City shall deposit the matching Association Leave Bank donation in the same pay period that the Association initiates the group voluntary leave donation.

The Association may submit a Leave Bank Donation Form on behalf of a new employee at time of hire, once the new employee has received their annual sick leave allotment, to contribute to the Association Leave Bank program.

## **Section 16 – Holiday-in-Lieu Pay**

In lieu of holiday time off, each Safety employee who works a 24-Hour Schedule shall receive one hundred forty-four (144) hours of straight time holiday pay. Holiday-in-Lieu pay will be paid bi-weekly.

## **Section 17 – Holiday-in-Lieu Vacation Conversion**

The employee has the option of converting Holiday-in-Lieu hours to ninety-six (96) hours of accrued vacation time rather than taking Holiday-in-Lieu pay. Employees must designate the intention to convert Holiday-in-Lieu hours to vacation during The CalPERS Health Annual Open Enrollment period of the prior year. If this option is selected, Holiday-in-lieu pay will cease effective the first paycheck of the calendar year following Open Enrollment elections, and holiday-in-lieu vacation accruals will begin the following pay period. Employee's choosing this option will accrue

3.6923 additional vacation hours per pay period. Once the designation has been made, it cannot be changed until the next CalPERS Health Annual Open Enrollment period.

### **Section 18 – Overtime and Compensatory Time Off for Forty (40) Hour Safety Employees**

Compensation will be made to employees for hours worked in excess of forty (40) hours in a work week (except for exempt employees) through overtime pay at time and one half their regular hourly rate of pay or compensatory time off at time and one half their regular hourly rate of pay. Each employee may accumulate up to eighty (80) hours of compensatory time off. Overtime is payable to the employee in salary or compensatory time off at the discretion of the Department Head with employee wishes given reasonable consideration.

### **Section 19 – Leave With Pay**

The City Manager may grant an employee a paid leave of absence up to thirty (30) calendar days within a twelve (12) month period when, in the City Manager's opinion, such leave is warranted and benefits the City. No leave will be granted except upon written request of the employee.

### **Section 20 – Leave Without Pay**

The City Manager, upon positive recommendation from the Department Head, may grant non-probationary employees a leave of absence without pay. No leave will be granted except upon written request of the employee.

An employee shall not be entitled to a leave of absence as a matter of right unless required by law. Such leaves will normally be granted to permit the employee to engage in activities that will increase the employee's value to the City upon return or because of sickness, injury, or personal hardship. To qualify for leave without pay, the employee must first utilize all accrued vacation, and sick leave, if medically based. During the leave without pay period, the employee will not accrue vacation, sick leave, and other benefits.

During the leave of absence without pay, the City will pay for the "Employee Only" share of the premium for the City's Group Health Insurance Program in effect at the time the leave of absence status is initiated. The employee will be responsible for paying all premiums related to dependent health coverage.

Upon expiration of a regularly approved leave, the employee may be reinstated in the classification held at the time leave was granted, with all benefits intact. A leave of absence without pay totaling fourteen (14) calendar days or more will result in an adjustment to the employee's performance evaluation schedule commensurate with the length of the leave period. Failure on the part of the employee on leave to report promptly at its expiration may be cause for discharge.

## **ARTICLE VII – DISCIPLINARY ACTION**

The following procedures are designed to ensure that all employees are treated fairly when subjected to discipline, and that a formal procedure of due process is followed for all employees having successfully completed their probationary period.

Disciplinary actions may range from informal conversations to formal discharge. An effective, reasonable system of disciplinary action is founded on the premise that the actions are to be

corrective rather than punitive; the actions are progressively more severe; and the actions fit the nature of the problem. The City Manager reserves the right to administer more severe discipline when necessary due to the nature of the cause for discipline.

Employees who have completed the initial probationary period will be afforded a Skelly Procedure in order to guarantee the protection of due process. For any CLASS A actions which include non-emergency disciplinary dismissals, demotions, reductions in salary and suspensions without pay for five (5) days or more, employees will be afforded the protection of a pre-discipline procedure. For any CLASS B actions that include non-emergency disciplinary suspensions of less than five (5) days, and any CLASS C actions that include emergency disciplinary actions, the action may be immediately implemented with the Skelly Procedure promptly following. Employees receiving written reprimands will not be afforded the protection of a Skelly procedure. However, written reprimands are appealable to the Department Head. The Department Head's decision is final. Employees have the right to review and sign any adverse comment before it is placed in his/her personnel file. If the employee refuses to sign the adverse comment, the refusal will be noted on the document and the employee will sign or initial the document.

In accordance with the Firefighters Procedural Bill of Rights Act, when a non-probationary suppression employee is under investigation and subjected to interrogation by his or her supervisor, or anyone designated by the Fire Chief, that could lead to punitive action, the interrogation/investigation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, at a time when the employee is on duty, unless an imminent threat to the safety of the public requires otherwise. If the interrogation does occur during off-duty time of the employee being interrogated, the employee shall be compensated for any off-duty time.
2. The employee under investigation shall be informed, prior to the interrogation, of the rank and name of the officer or other person in charge of the interrogation, the interrogating officer, and all other persons to be present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through no more than two interrogators at one time.
3. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation.
4. The interrogating session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person under interrogation shall be allowed reasonable breaks to attend to his or her own personal physical necessities.
5. The employee under interrogation shall not be subjected to offensive language or threatened with punitive action. A promise of reward shall not be made as an inducement to answering any question. The Fire Department shall provide to, and obtain from, the employee a formal grant of immunity from criminal prosecution, in writing, before the employee may be compelled to respond to incriminating questions in an interrogation. Subject to that grant of immunity, an employee refusing to respond to questions or submit to interrogations shall be informed that the failure to answer questions directly related to the investigation or interrogation may result in punitive action.
6. The Fire Department shall not cause the employee under interrogation to be



subjected to visits by the press or news media without his or her express written consent free of duress, and the employee's photograph, home address, telephone number, or other contact information shall not be given to the press or news media without his or her express written consent.

7. The complete interrogation of an employee may be recorded. If a recording is made of the interrogation, the employee shall have access to the recording if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those portions that are otherwise required by law to be kept confidential. Notes or reports that are deemed to be confidential shall not be entered in the employee's personnel file. The employee being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.
8. If, prior to or during the interrogation of an employee, it is contemplated that he or she may be charged with a criminal offence, he or she shall be immediately informed of his or her constitutional rights.
9. Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that may result in punitive action against an employee, that employee, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, or be subject to any punitive action for refusing to disclose, any information received from the employee under investigation for noncriminal matters. This section shall not be construed to apply to counseling, instruction, or informal verbal admonishment by, or other routing or unplanned contact with, a supervisor or any other employee.
10. An employee shall not be loaned or temporarily reassigned to a location or duty assignment if another employee would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.
11. Employees shall be afforded all of their rights under the Firefighter Procedural Bill of Rights.

## **Section 1 – Class A Disciplinary Action Procedure**

The following procedures are designed to ensure that all employees are treated fairly when subjected to CLASS A discipline, and, in the case of non-emergency dismissal, demotions, and reductions in salary or suspensions without pay of five (5) days or more, that a formal pre-disciplinary procedure of due process is followed. The following procedures will only be required for employees who have completed their probationary period:

### **1. Pre-Notice of Proposed Action**

The employee will receive pre-disciplinary written notification from the Department Head stating:

- A. The proposed action, the effective date, Sections or statutes violated.
- B. Factual bases for findings.
- C. Reasons for the proposed action including a brief description of the relevant facts.
- D. The notice shall include copies of all documents and written materials compiled to support the proposed action.
- E. The notice shall inform the employee of the right to respond, orally or in writing, within seven (7) calendar days and advise employee that failure to provide a timely request will waive the firefighter's right to respond prior to the imposition of the discipline.
- F. The notice will be given by registered mail if the employee is unavailable at work.
- G. Then the Department Head and employee are able to discuss the notice, the employee shall acknowledge by signature on the notice that he or she understands the notice and the right to respond to the notice.

## **2. Employee's Right to Respond**

Within seven (7) calendar days after receipt of the notice, the employee may request a Skelly meeting with the Department Head to respond to the charges. The employee may utilize this opportunity to present his or her side in response to the charges and has a right to have a representative at the meeting. This need not be an evidentiary review.

Upon response from the employee (or after the seven (7) calendar day deadline) and within 30 days of the decision but not less than 48 hours before imposing the discipline, the Department Head will either,

- A. Withdraw the proposed disciplinary action,
- B. Administer a modified disciplinary action, or
- C. Administer the proposed disciplinary action.

## **3. Implementation of the Disciplinary Action**

If discipline is warranted, the employee shall receive written notice of such, including the effective date, which will constitute the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§ 11500, et seq. The employee will be advised of the right to review or to appeal.

## **4. Post-Disciplinary Procedure**

All employees who have completed their probation may appeal any CLASS A personnel action relative to any disciplinary action, layoff, or alleged violation of the personnel



## Sections to the City Manager.

If the employee appeals a disciplinary action, the appeal must be presented in writing to the City Manager within fourteen (14) calendar days. The review will be conducted as follows, which the City and Association stipulate to as being in accordance with Chapter 5, section 11500 of the California Government Code and otherwise satisfying the administrative appeal right established under section 3250 of the California Government Code:

The formal appeal shall be presided over by an administrative law judge on staff of the State Office of Administrative Hearings, hereafter referred to as the "ALJ". The ALJ shall preside at the appeal hearing, Section on the admission and exclusion of evidence and determine and Section on all matters of law both procedural and substantive. In conducting the appeal hearing the ALJ shall follow the provisions set forth in section 11513 of the California Government Code.

The appeal proceedings shall be reported by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be reported electronically. Within 30 days after the case is submitted to him or her, the ALJ shall prepare a proposed written decision to be submitted to the City Manager. Within 60 days of receipt by the City Manager of the ALJ's proposed decision, the City Manager may take any of the following actions:

- A. Adopt the proposed decision in its entirety.
- B. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- C. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.
- D. Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she prepares a revised proposed decision based on the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished decision shall be served to each party and his or her attorney.
- E. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the City Manager may decide the case upon the record without including the transcript. The City Manager's decision will be reduced to writing and shall be final and binding on the parties. The City Manager's written decision shall be served on the parties in accordance with Code of Civil Procedure section 1094.6 and the decision shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

## **Section 2 – Class B Disciplinary Action Procedure**

The following procedures are designed to ensure that all employees are treated fairly when subjected to CLASS B non-emergency disciplinary suspensions of less than five (5) days. While such action may be immediately implemented without pre-disciplinary notice and hearing, the employee will be provided the Skelly Procedure promptly after the implementation of discipline. The following procedures will only be required for employees who have completed their probationary period.

### **1. Notice of Action**

The employee will receive written notification of the disciplinary action taken from the Department Head stating:

- A. The proposed action, the effective date, Sections or statutes violated.
- B. Factual basis for findings
- C. Reasons for the proposed action including a brief description of the relevant facts.
- D. The notice shall include copies of all documents and written materials compiled to support the proposed action.
- E. The notice shall inform the employee of the right to respond, orally or in writing, within seven (7) calendar days and advise employee that failure to provide a timely request will waive the employee's right to respond prior to the imposition of the discipline.
- F. The notice will be given by registered mail if the employee is unavailable at work.
- G. When the Department Head and employee are able to discuss the notice, the employee shall acknowledge by signature on the notice that he or she understands the notice and the right to respond to the notice.

### **2. Employee's Right To Respond**

Within seven (7) calendar days after receipt of notice, the employee may request a Skelly meeting with the Department Head to respond to the charges. The employee may utilize this opportunity to present his or her side in response to the charges and has a right to have a representative at the meeting. This need not be an evidentiary review.

Upon response from the employee (or after the seven (7) calendar day deadline) and within 30 days of the decision but not less than 48 hours before imposing the discipline, the Department Head will either,

- A. Withdraw the proposed disciplinary action,
- B. Administer a modified disciplinary action, or
- C. Administer the proposed disciplinary action.

### 3. Implementation of the Disciplinary Action

If discipline is warranted, the employee shall receive written notice of such, including the effective date. The employee will be advised of the right to review or appeal. The written notice will be given by registered mail if the employee is unavailable at work.

### 4. Post-Disciplinary Procedure

All employees who have completed their probation may appeal any CLASS B personnel action relative to any disciplinary action to the City Manager. Pursuant to Government Code §11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a CLASS B personnel action:

- A. Notice of Appeal – Within five (5) calendar days of receipt by a firefighter of notification of any CLASS B personnel action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- B. Presiding Officer – In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager shall be final and binding.
- C. Burden of Proof – The employer shall bear the burden of proof at the hearing.
  - I. If the action being appealed does not involve allegations of misconduct by the employer, the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.
  - II. However, if the punitive action involves charges of misconduct, the Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances.
- D. Conduct of Hearing –
  - I. The formal Sections of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

- II. The parties may present opening statements.
- III. The parties may present evidence through documents and testimony.
  - a) Witness shall testify under oath.
  - b) Subpoenas may be issued pursuant to Government Code §§ 11450.05-11450.50.
  - c) Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.
- IV. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.
- E. Recording of the Hearing – If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
- F. Representation – The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- G. Decision – The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure §1094.6.

### **Section 3 – Class C Disciplinary Action Procedure**

In circumstances whereby an employee's behavior presents an immediate danger to the safety or welfare of the employee, fellow workers, or the public, or is an aggravated breach of these regulations, and with forty-eight (48) hours' notice, the employee may be suspended without pay by the Fire Chief. Any suspension imposed pursuant to this section shall only be an interim measure designed to protect the safety and welfare of the employee and/or others. Imposition of a suspension pursuant to these provisions shall not prevent further or different disciplinary measures from subsequently being imposed. The following procedures are designed to ensure that all employees are treated fairly when subject to CLASS C emergency disciplinary actions. The following procedures will only be required for employees who have completed their probationary period.

1. Notice of unpaid suspension. The employee shall receive written notification at least forty-eight (48) hours prior to the imposition of the unpaid suspension. The notice shall state the reasons for the suspension, Sections or statutes violated factual bases for the suspension, the effective date of the suspension and copies of all documents and written materials compiled to support the suspension. Prior to imposition of the unpaid suspension, the employee may submit a response to the fire Chief regarding the impending suspension.

2. An employee subject to suspension under Section 13.7 will be entitled to an administrative appeal within a reasonable period of time following imposition of suspension. If the employee chooses to appeal the suspension, the employee must file a notice of appeal in writing with the City Manager within seven (7) calendar days from the employee's receipt of the City manager's decision. Failure to file a timely appeal will constitute a waiver of the employee's right to appeal. The type of administrative appeal will be dictated by the length of the unpaid suspension as stated in Sections 1 and 2 above.

## **ARTICLE VIII – GRIEVANCE PROCEDURE**

A grievance shall be considered as the complaint of an employee or group of employees arising out of the application or interpretation of existing Sections, regulations, policies or practices.

### **Section 1 – Purpose**

To afford employees as individuals or groups of employees through a representative a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussion.

To resolve grievances as near as practicable to the point of origin.

### **Section 2 – Scope**

For the purpose of this procedure, grievances shall be considered reviewable or non-reviewable.

#### **1. Reviewable Grievance**

To be reviewable under this procedure a grievance shall involve a matter for which appeal is not elsewhere provided concerning the interpretation or application of this agreement or a decision or omission affecting working conditions over which the Department Head has control.

Reviewable grievances shall be filed and shall include:

- A. The facts surrounding the specific incident; and
- B. The specific act or omission by management regarding working conditions or other aspects of employer-employee relations over which the Department Head has control; and
- C. The specific inequity or damage suffered by employee as a result of A and B above; and
- D. The specific relief sought by the employee, which must be within the power of the Department Head to grant.

## **2. Non-Reviewable Grievance**

A grievance is not reviewable if it involves a matter:

- A. Subject to items affecting wages, hours and conditions of employment specifically reserved as City management rights.
- B. Reviewable under any other administrative procedure. For example, applications for changes in job titles, job classification or salary increase; appeals from formal disciplinary proceedings; appeals from work performance evaluations; and appeals that have affirmative action or civil rights remedies.
- C. Where processing of the grievance would require the modification of a policy as established by City Council or by law in the form of an ordinance or resolution.

## **Section 3 – Procedure**

The time limits specified in the following procedure may be extended at any level of review to a definite date by mutual agreement of the employee and the reviewer concerned.

Failure of the employee to take action within the specified time limits at each level of review shall constitute withdrawal of the grievance.

### **1. Informal Grievance**

An employee who has a problem or complaint shall first try to resolve the matter through discussion with their immediate supervisor and/or Department Head within ten (10) calendar days after the specific incident. Every effort should be made to find an acceptable solution by informal means at the department level. If the employee is not in agreement with the decision reached by discussion, a formal grievance must be submitted in writing, using the Grievance Form, within five (5) calendar days after receiving the informal decision.

### **2. Formal Grievance**

#### **A. Departmental Review:**

A grievance shall be presented in writing or in person to the Department Head, who shall render a decision and comments in writing, and return them to the employee within five (5) calendar days after receiving the grievance. If the employee does not agree with the Department Head, or if no answer has been received within the five (5) calendar days, the employee may present the appeal in writing to the City Manager within five (5) additional calendar days.

#### **B. City Manager Review:**

If the grievance has not been settled at the department level, pursuant to step #1, and the employee has presented a timely appeal, the City Manager or his or her representative shall within fifteen (15) working days, investigate the grievance and submit a written decision to the employee. The decision of the City Manager shall be final.

## **ARTICLE VIII – MISCELLANEOUS**

Association to receive a bound copy of the budget each year once it is prepared and distributed.

## **ARTICLE IX - SAVINGS**

The resolution of the City of San Marcos shall provide that if any provision of this Memorandum of Understanding or resolution is at any time or in any way held to be contrary to any law by any court of proper jurisdiction, the remainder of the resolution shall not be affected and shall remain in full force and effect.

## **ARTICLE X– CONTINUATION**

Except as set forth in this Memorandum of Understanding, all existing ordinances, resolutions and policies of the City pertaining to the employment relationship shall remain in full force and effect.

## **ARTICLE XI – TERM**

The terms of the Memorandum of Understanding shall be effective July 1, 2025, and shall continue in effect through June 30, 2027. Negotiations for succeeding terms may begin no later than 90 days before expiration of this Memorandum of Understanding, provided notice of intent to negotiate a new Memorandum of Understanding is presented to the City of San Marcos prior to that date.

SAN MARCOS PROFESSIONAL  
FIREFIGHTERS' ASSOCIATION

By: Ryan Mattke 6-3-25  
Ryan Mattke  
Association Representative

By: [Signature]  
Ryan Altar  
Association Representative

By: [Signature]  
Matthew Drabinski  
Association Representative

CITY OF SAN MARCOS

By: [Signature]  
Michelle Bender  
City Manager

By: [Signature]  
Janelle Laughlin  
Administrative Services Director

By: [Signature]  
Dean White  
Division Chief

By: [Signature]  
Donna Apar  
Finance Director

By: [Signature]  
Stacy Armacost  
HR/Risk Manager