

MEMORANDUM OF UNDERSTANDING

CITY OF SOLANA BEACH AND SOLANA BEACH FIRE ASSOCIATION

July 1, 2018 through June 30, 2022



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SOLANA BEACH
AND
THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION**

SECTION 1 - PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Firefighters' Association (SBFA), the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for certain full-time fire department safety employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers-Milias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CITY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

All provisions in this MOU constitute the entire understanding between the parties regarding the subject provisions. Provisions wherein this MOU is silent, the City's Personnel Rules and Regulations prevail. There are no Special Departmental Policies that supersede the issues addressed by this MOU, unless signed by the City Manager at the time of MOU Adoption. Any subsequent Departmental Policies affecting aspects of provisions contained in this MOU directly or indirectly related to compensation must be authorized and signed by the City Manager and made part of the MOU as a side letter.

SECTION 2 - RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBFA as the Recognized Employee Organization for fire department safety employees in the classifications of Firefighter/Paramedic, Fire Engineer, Fire Captain, and Shift Fire Captain, and all provisions of the MOU shall apply to said classifications.

Nothing in this Article is intended to amend, alter, modify or supersede the provisions of Resolution No. 92-52, the rights of employees there under, or the rights of individual employees under the provisions of the Meyers-Milias-Brown Act.

SECTION 3 - APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and approval. If this MOU is approved by the City Council, the CITY will act in a timely manner to implement the changes to ordinances, resolutions, rules, policies, practices and procedures, if any, contemplated by this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), Fire Department Policies and Directives (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU) will govern the wages, hours and terms and conditions of employment of the employees represented by the SBFA, subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

SECTION 4 - AUTHORIZED AGENTS/REPRESENTATIVES

The CITY'S principal authorized agent shall be the City Manager or the City Manager's authorized representative, unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU. The SBFA's principal authorized agent shall be its president or a duly authorized designee of the president.

SECTION 5 - BENEFIT PLAN

All permanent employees in this Unit shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

- Effective July 1, 2018 through June 30, 2019, the CITY will contribute a monthly health insurance allowance up to a maximum of \$1,500 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan.
- Effective July 1, 2019 through June 30, 2020, there will be no increase to the monthly health insurance allowance and the amount will remain up to a maximum of \$1,500 per month. All previous terms apply.
- Effective July 1, 2020 through June 30, 2021, the City will increase the maximum monthly health insurance allowance by 5% from \$1,500 to a maximum of up to \$1,575 per month, per full-time employee, toward the medical, dental, and vision insurance options offered through the CITY's Flexible Benefit Plan. All previous terms apply.
- Effective July 1, 2021 through June 30, 2022, there will be no increase to the monthly health insurance allowance and the amount will remain up to a maximum of \$1,575 per month. All previous terms apply.

- All wages, benefits, hours, terms, and conditions of employment listed in this MOU will continue until June 30, 2022 and thereafter until a new agreement is reached.

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2018:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“opt-out”) will receive \$1,293 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Manager, as set forth below.
- 2) Employees who either:
 - a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or
 - b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$1,293will receive the difference between \$1,293 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$1,293.

Employees hired on or after July 1, 2018:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City (“opt-out”) will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other “minimum essential group medical insurance coverage” to the Human Resources Manager, as set forth below.
- 2) Employees who either:
 - a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or
 - b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.

- 3) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

The CITY will make available medical, dental, and vision insurance plans for SBFA employees. The City also provides for employee participation in Health Care and Dependent Care Flexible Spending Accounts. The Flexible Spending Accounts are established under Section 125 of the Internal Revenue Code and will be administered by a third party administrator (TPA).

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY's Human Resources Department will be responsible for approving an employee's proof of health coverage. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee.

All Cafeteria Plan elections must be made on forms approved by the Human Resources Department Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan, and approved by the Human Resources Department.

SECTION 6 - CALL BACK

Employees shall be entitled to call back pay as provided in the City Personnel Rules and Regulations.

Call back work is defined as work required by management of an employee who, following completion of the employee's work day or work week and departure from employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.

Employees who are called back shall receive a minimum of three (3) hours compensation at time and one half.

Whenever an employee is called back, the employee shall receive the minimum provided or pay for hours actually worked, whichever is greater.

Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.

If an employee, who is called back to work and has completed his/her assignment and left work, is called back to work, he/she shall not receive another minimum if the time return is within the previous call back minimum.

Stand-by time as provided under Section 9.03 D of the Personnel Rules shall not apply to employees covered by this MOU.

SECTION 7 - CAREER PATH

The career path for the fire department shall be: Firefighter/Paramedic, Engineer, Fire Captain, Shift Fire Captain, Battalion Chief, Deputy Fire Chief, and Fire Chief. The Fire Chief shall determine the job qualifications and duties for the positions within the career path, with the exception of the Fire Chief position, according to the management rights provisions of this MOU. To the extent that a change in the job qualifications and duties implicates negotiable matters, the City will negotiate said changes with the Association, as required by law. Nothing in the career path shall be construed as requiring the CITY to promote or hire any employee, or as precluding any lawful method for the selection of employees.

The City's salary schedule shall maintain a 5% separation between the Firefighter/Paramedic classification and the Engineer classification.

SBFA acknowledges that the CITY intends to retain a compensation differential of 2% between the Fire Captain and Shift Fire Captain ranges, and to base salary comparisons on the Fire Captain position.

SECTION 8 - CITY MANAGEMENT RIGHTS

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises that exclusive authority in conformity with the express provisions of this MOU.

Subject only to the provisions of this MOU, the CITY has the exclusive decision-making authority to:

- (a). Determine and modify the organization of CITY government and its constituent work units;
- (b). Determine the nature, standards, levels and mode of delivery of services to be offered to the public, provided, however, should the City determine to change the mode of delivery of services to be offered to the public, it shall first notify SBFA and if an effect on represented employees is identified, shall meet and confer with SBFA regarding the effect of such decision on represented employees;
- (c). Determine the budget for the CITY and its respective departments, to allocate funds and resources and determine revenue sources;
- (d). Determine methods, means, and the numbers and kinds of personnel by which services are to be provided;
- (e). Determine whether goods or services shall be made, purchased or contracted for, provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBFA

regarding the effect of such decision on represented employees;

- (f). Determine employee work assignments, including scheduling and assignment of work and overtime;
- (g). Establish employee performance standards and require compliance therewith;
- (h). Promote or hire employees and establish job qualifications, descriptions and requirements;
- (i). Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the provisions of the City's Personnel Rules and Regulations;
- (j). Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons;
- (k). Implement rules, regulations and directives consistent with law and the provisions of this MOU;
- (l). Take all necessary actions to protect the public health, safety and welfare in emergencies.

The manner in which the CITY exercises any of the rights under this paragraph shall not be subject to any grievance procedures.

SECTION 9 - EMPLOYEE RIGHTS

As a result of this MOU, no person shall be favored or discriminated against by either the CITY or SBFA, to the extent provided by law because of political or religious opinions or affiliations, race, national origin, age, sex, sexual orientation or disability.

Neither the CITY nor SBFA shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in SBFA activity or because of the exercise of any right provided to employees by this MOU or the Meyers-Milias-Brown Act.

Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances and rules and regulations:

- (a). The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her

membership or non-membership in any employee organization.

- (b). Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/employee relations with the CITY or to be represented through a representative designated by the employee.
- (c). The right to review his or her individual personnel file during regular business hours, and at times convenient to the employee and Human Resources. The employee must give written notification of the request at least twenty-four (24) hours in advance to the Human Resources Department.

As the recognized employee organization, SBFA has the following rights which the CITY hereby recognizes:

- (a). To govern its internal affairs;
- (b). To use bulletin boards at CITY offices in locations convenient to SBFA and approved by the City Manager. SBFA shall have exclusive control over the material placed on the bulletin boards designated for its use; provided, however, that SBFA agrees to not post, and to immediately remove any unauthorized material, which is defamatory, violates CITY policies designed to assure a workplace free from harassment or discrimination, violates rules relating to political advocacy in the workplace, or violates any state or federal law;
- (c). To use, with prior approval of the City Manager, CITY facilities for off-duty meetings of SBFA members; provided, however that use of CITY equipment or supplies other than incidental use during such meetings of items normally used at business meetings such as desks, chairs, blackboards, dry boards, and similar items is prohibited;
- (d). To have reasonable access during working hours to members of SBFA for the purposes of providing representation and consultation; provided, however, that such access shall be subject to the approval of the Fire Chief in order to ensure no interference with the convenient operation of the Department and further provided that personal visits by business agents or representatives shall be subject to reasonable prior notice to the Chief;
- (e). To have up to two of its members designated as representatives for the purposes of meeting and conferring with the CITY and to have those members provided with reasonable time off without loss of pay, during scheduled work hours, when those representatives are meeting and conferring with representatives of the CITY on matters within the scope of representation.

A SBFA representative shall be allowed to be present, at the request of any represented employee, during any hearing or meeting regarding discipline or a grievance:

- (a). SBFA may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The designated employee representative shall be allowed

reasonable release time from regularly scheduled duties for the purpose of investigating and preparing material for such procedures. Supervisors shall be given at least one-day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time and shall not be considered to be working. Employee representatives and employees who attend personnel hearings during their off-duty time shall do so on their own time and shall not be considered to be working. If an employee who would otherwise be off-duty during the time of a personnel hearing is subpoenaed or ordered to attend the hearing, then the employee shall be considered to be working during the time the employee is in at the hearing in response to the order or subpoena.

- (b). A designated employee representative requesting time off under this Section shall direct the request to the Chief in writing within a reasonable time before the date requested. The Chief shall respond to the request as soon as feasible, but not later than 5:00 p.m. on the next business day following the request. The request may be denied only if the Chief determines that it would unreasonably interfere with departmental staffing or sufficient coverage of departmental assignments. If the Chief does not respond to the request within the time provided by this Section, the City Manager may grant the release time. If the Chief or Manager does not grant the release time because of workload or other scheduling reasons, the Chief or Manager shall give notice to the employee of a date or dates when the release time will be provided.

SECTION 10 - FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of the meet and confer sessions that resulted in this MOU. Any other matters not contained herein that were or could have been addressed during the meet and confer sessions are superseded and terminated in their entirety. This MOU may not be amended except by a writing executed by the parties after appropriate negotiations.

During the term of this MOU neither party shall be required to negotiate with the other regarding changes or modifications of the MOU, except as defined and agreed to with respect to re-opener clauses. If during the term of this MOU it becomes necessary for either party to propose changes in matters within the scope of representation and not covered by this MOU, then the party proposing the change shall give written notice to

the other party of the proposed change and request consultation or meeting and conferring as appropriate. The party to whom the request is made shall indicate within ten days of receipt of the written notice, in writing, whether they approve of the change as proposed or whether the party desires to consult or meet and confer. If the party desires consultation or meeting and conferring, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of the matter as quickly as possible. Failure by SBFA to request consultation or meeting and conferring shall not be deemed approval of any action taken by the CITY, but only as a waiver of the right to consult or meet and confer.

Nothing in this MOU shall be construed to limit the authority of the CITY to make changes required to respond to an emergency. However, the CITY shall notify SBFA of such changes as soon as reasonably feasible. Emergency changes shall not extend beyond the period of emergency. "Emergency" means an unforeseen circumstance requiring immediate implementation of the change.

The consent to, or waiver of, any breach, provision or condition of this MOU shall not constitute a precedent in the future enforcement of any or all of the provisions of this MOU, nor a consent to, or waiver of, any future breach, provision or condition, unless otherwise expressly stated to the contrary in writing.

SECTION 11 - LEAVE PROVISIONS

SBFA agrees to abide by City's Administrative Policy #31, Vacation, Sick Leave, and Other Leaves Use and Accrual.

Section 11.1 Vacation

Paid vacation shall be accrued on an hourly basis as follows:

<u>Months of Employment</u>	<u>Accrued Hours</u>
12 – 36 completion months	112 hours/year <u>or</u> 4.308 hours/pay period
37 – 120 completion months	168 hours/year <u>or</u> 6.461 hours/pay period
121+ completion months	224 hours/year <u>or</u> 8.616 hours/pay period

Full-time employees shall be entitled to earn and use vacation time according to the provisions of the City Personnel Rules and Regulations and the Fire Department Vacation Policy as amended as of the date of this MOU.

Section 11.2 Sick Leave

Fire employees who regularly work a schedule that averages 56 hours per week shall accrue sick leave at the rate of 7.385 hours per biweekly pay period. There shall be no limit to the amount of sick leave that an employee may accumulate.

Full-time employees shall be entitled to earn and use sick leave according to the provisions of the City Personnel Rules.

Sick Leave Conversion: Personnel Rules and Regulations Section 10.02(E) will be revised to reflect that 40 hours of sick leave may be converted to vacation leave when an employee has not used up more than 40 hours of sick leave during the previous year. All other provisions and requirements regarding Sick Leave will remain unchanged.

Section 11.3 Holiday

Holidays and holiday pay are generally governed by the City Personnel Rules and Regulations. However, because employees subject to this MOU are required to work shifts to provide full time fire protection services, each fire department safety employee working shift work shall receive an annual total of 122 hours of Holiday-in-Lieu payable in equal installments each two-week pay period. Holiday-in-Lieu is considered "Special Compensation" by CalPERS and California Code of Regulations (CCR) 571(5) defines "Holiday Pay" as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require staffing without regards to holidays. Therefore, CalPERS considers Holiday Pay as pensionable compensation.

Section 11.4 Bereavement Leave

Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay. All hours of Bereavement Leave will count as hours worked for the purposes of FLSA calculations.

Section 11.4.1 Immediate and Extended Family Definitions

Members of the immediate family are defined as an employee's spouse, registered domestic partner, children, father, mother, brothers, sisters, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, fiancés and grandparents.

Members of the extended family are defined as an employee's aunts, uncles, and first cousins.

Section 11.4.2 Bereavement Policy

SBFA Members will be granted reasonable bereavement time off without the loss of pay, as follows:

When a death occurs in an employees' immediate family (as defined in Section 11.4.1), a shift employee will be allowed up to two (2) shifts with pay for the emergency. 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 paid bereavement leave for the death of an immediate family member.

When a death occurs in an employee's extended family, (as defined in Section 11.4.1), day shift employees will be allowed four (4) days of paid bereavement leave and shift employees will be allowed two (2) shifts of paid bereavement leave.

Section 11.5 Witness Duty

Notwithstanding the Witness Duty Section of the City of Solana Beach Personnel Rules and Regulations Manual, if an employee is required by subpoena to appear in court on a matter arising out of the course and scope of their employment, at a time other than a regular work shift of the employee, the employee shall be entitled to one additional hour of compensation in lieu of travel time.

Section 11.6 Union Leave

During the month of January (February will be allowed for 2017 due to the execution date of this MOU), employees may voluntarily donate up to four (4) hours of Vacation per calendar year to a Union Time Bank to be used by Employees to attend activities such as conferences, educational opportunities, and related union business as verified and authorized by the President of the

Association (or his/her designee) and approved by the City Manager (or his/her designee). Such time shall not be considered City work time, but rather, off-duty time engaged in voluntary union business activities. The use of such leave time shall be considered hours worked for the purposes of calculating overtime under the FLSA. The maximum amount of Union Leave hours permitted to count as time worked for the purposes of calculating overtime is limited to no more than eight (8) hours per employee per day.

Donated leave time shall be converted at the employee's current hourly rate. Unused hours placed in the bank will carry over to the next calendar year.

In the event there are insufficient hours in the bank to cover the employee's time attending union business activities, the employee is required to obtain advance approval from the Fire Chief and City Manager for paid or unpaid leave to cover any absence from work.

The Association indemnifies and holds the City of Solana Beach harmless from any claims of any kind arising from the use of these hours. An employee paid with these hours is not considered working or performing duties within the scope of his/her position for the City of Solana Beach.

Section 11.7 Special Leaves of Absence Without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as

specified by the Family Leave and Medical Act of 1993 (California Government Code 12945.2) and California Family Rights Act or other such provisions by Federal and State Statute.

SECTION 12 - LIFE INSURANCE

The CITY shall provide life insurance coverage through group policy acquired by the CITY for all CITY employees with basic coverage at an amount equal to the employee's annual base salary.

SECTION 13 - NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

Negotiations for a successor MOU shall begin by the submission by either party of a proposal or a written request to meet and confer not later than March 1, 2022.

If a proposal or request is submitted, meet and confer sessions shall begin by March 15, 2022, and shall continue until an agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use good faith efforts to conclude meet and confer sessions before June 30, 2022.

If neither party submits a proposal or request to meet and confer, the wages, hours and terms and conditions of employment of this MOU shall automatically continue in full force and effect for an additional one-year term. In the event of such automatic extension, the time for exchanging proposals and opening negotiations as set forth in this Article shall be adjusted accordingly. This process of automatic extensions in the event of a failure by either party to submit a proposal or written request to meet and confer may continue from year to year.

SECTION 14 - OVERTIME

Employees shall be entitled to overtime pay or compensatory time off in lieu of overtime pay as provided in Section 9.02 of the City's Personnel Rules and Regulations and as specified below, provided that, pursuant to Personnel Rule Section 1.06, the provisions of the MOU shall prevail over the Personnel Rules in the event of a conflict. Nothing in this MOU or the Personnel Rules and Regulations shall be construed as guaranteeing that overtime work will be available.

Definitions:

Work Period

The FLSA "Work Period" for members of the Solana Beach Firefighter's Association shall be defined as a 24-day work-period cycle coinciding with the 24-day Firefighter's Shift Schedule. The parties understand that the City's adoption of the aforementioned 24-day, 182-hour work period pursuant to Section 7(k) of the Fair Labor Standards Act remains in full force and effect through the term of the MOU. However, overtime entitlements will be based on the criteria set forth in the next section entitled "Calculation of Overtime".

Calculation of Overtime

Overtime shall be calculated based on a 24-day, 182-hour work period and overtime shall be paid for all hours worked over 182 hours per work period. Employees shall

receive payment for 112 hours worked at the employee's base rate of pay (as reflected in the City's salary schedule) every two weeks on the City's regularly scheduled payday. Employees shall be compensated for any overtime at the employee's base rate plus one-half times the employee's FLSA regular rate of pay. Any overtime shall be paid to employees in the employees' regular bi-weekly check following the prior 24-day work period. The starting and ending dates for each 24-day work-period and the corresponding pay dates for any overtime owed to employees is attached to this MOU as Appendix C.

Paid Leave Considered Time Worked

All paid leave hours will be considered hours worked (with the exception of worker's compensation and leave without pay).

Additionally, all FLSA mandated specialty pays will be annualized for purposes of calculating the FLSA regular rate of pay effective with the 24-day work cycle that begins on July 9, 2018.

Mandated Work (Force Hire)

Mandated Work (Force Hire) time will be paid at the employee's base rate plus one half times the FLSA regular rate of pay and will count as time worked for the purposes of calculating overtime. Mandated Work can only be authorized by the Fire Chief or his/her designee and will be monitored by the City in the following six-month time periods starting from the execution of this MOU: December 2018 and June 2019. If, during any of the designated six month increments, the amount of Mandated Work hours exceeds 5% of the total hours worked, the City reserves the right to reopen the MOU to discuss modifications to this specific provision of the MOU.

Modified Work Schedules

The 24-day work cycle does not apply to employees on a modified work schedule of 40 hours per workweek. During the time an employee is working a modified work schedule, they are not authorized to work overtime (over 40 hours in a work week) without the written permission of the Fire Chief. This applies only while the employee is on a modified work schedule. Once the employee returns to 24-day work-period cycle, the employee may continue to earn overtime based upon the 24-day, 182-hour work period

(as set forth above). The hours worked on the modified work schedule count as hours worked for the purposes of calculating overtime.

Fire Chief Authority and Emergency Provision

In the event of an emergency, the Fire Chief or his designee has the authority to waive any and all requirements for overtime compensation eligibility as specified within this Overtime section of the MOU, in order to require a sufficient amount of employee resources for purposes of staffing during an emergency. The Fire Chief, or his designee, has full authority to grant or deny all overtime and leave requests, in accordance with applicable Department of Labor rules and regulations.

SECTION 15 - PARAMEDIC INCENTIVE PAY and CONTINUING LICENSURE INCENTIVE (CLI) PAY

CLI Pay

The City will continue to provide \$500 per year as Continuing Licensure Incentive (CLI) pay for all SBFA members who maintain an active County Paramedic License. SBFA eligible members must provide the City (Human Resources Department) with evidence of their renewed license each year on the anniversary date of their employment with the City. SBFA eligible members, who provide the appropriate documentation, will receive CLI paid in equal installments each two-week pay period in conjunction with their Holiday-in-Lieu pay.

Paramedic Incentive Pay

Any employee in the rank of Engineer who holds a current Paramedic license will be placed on the Engineer w/Paramedic Cert salary range at the appropriate step resulting in a differential pay of 3% for as long as the Paramedic license is valid or until such time as the employee is promoted to the rank of Captain. This Paramedic Differential Pay will be in addition to their base salary and in addition to their eligibility for Continuing Licensure Incentive (CLI) of \$500 per year and in addition to temporary out- of-class compensation.

Promotion to Captain: If a Firefighter/Paramedic or Engineer/Paramedic is promoted to the rank of Captain, the employee will not be entitled to the 3% Paramedic Differential Pay during the term of this contract.

SECTION 16 - PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike. During the term of this MOU, and any authorized extensions, or subsequent negotiations, neither SBFA nor any represented employee, agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including any sympathy strike), slowdown, concerted stoppage of work, sick-out, or any other intentional disruption of the operations of the CITY, regardless of the reason for doing so. SBFA recognizes and agrees that the concerted activity described in this paragraph would have a significant adverse impact on the public health, safety and welfare.

Penalty. Any employee engaging in the activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to discipline, up to and including termination of employment.

No Lockout. During the term of this MOU, the CITY will not instigate a lockout over a dispute with employees so long as there is no breach as stated in this Article. The CITY recognizes and agrees that a lockout would have a significant adverse impact on the public health, safety and welfare.

Association Official Responsibility. Each employee or other person who holds the position of an officer of SBFA occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under this Article, and to inform them of the penalty for failure to comply.

Enforcement. In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of City Services," by court action, or in the event that SBFA is required to enforce the provisions of said Article, by court action, a temporary restraining order, preliminary injunction and permanent injunction may be issued.

SECTION 17 - PRIOR AGREEMENTS

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBFA and the CITY. The benefits and other terms and conditions of employment provided pursuant to the City's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

SECTION 18 – RE-OPENER

During the term of this MOU, the parties agree to meet to discuss regarding the following terms:

- Fire Management Blended Policies
- Retiree Health Benefit HRA setup

SECTION 19 - RETIREE HEALTH BENEFITS

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits (RHB) as follows:

SBFA members currently employed who retire from the City at a future date, shall receive the following RHB in recognition of their vested rights and service to the City:

SBFA members hired prior to January 1, 2007 shall receive a maximum of \$290.00 per month as a RHB for medical insurance premiums and other eligible health care expenses that will be paid to a Health Reimbursement Arrangement (HRA) account established for the retired employee. The HRA will be administered by a third party administrator (TPA) and the retired employee will be responsible for any monthly account maintenance fee(s).

If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum PEMCHA contribution amount from the retiree's RBH and pay that amount to CalPERS directly. Any remaining RHB balance will be paid to the retiree as a reimbursement of the required premium for coverage under the CalPERS Retiree Health Plan. The reimbursement will be processed through the HRA.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the contribution of the retiree's RHB amount will be made to the retiree's HRA account.

SBFA members with a date of hire on or after January 1, 2007, who subsequently retire from the City AND enroll in the CalPERS Retiree Health Plan, will only receive the "minimum" retirement benefit contribution amount required under PEMCHA to offset their CalPERS Retiree Health Plan costs. This amount will be paid to CalPERS directly.

If the retired employee does not enroll in the CalPERS Retiree Health Plan, no Retiree Health Benefit payments will be made to the retiree by the City.

ICMA – RC Retiree Health Savings Account (RHSA)

The City will contribute 2% of each employee's base salary to the current mandatory 1% base salary contribution that SBFA's members contribute to the ICMA – RC Retirement Health Savings Account.

SECTION 20 - RETIREMENT SYSTEM CONTRIBUTIONS

Retirement benefits are subject to the Public Employees' Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

A. Employees hired prior to January 1, 2011:

The CITY will continue to provide a three percent at 50 (3% @50) retirement benefit from the California Public Employee Retirement System (CalPERS), with the use of the employee's single highest year salary, for SBFA employees hired on or before December 31, 2010. The employee will pay the entire employee share (9%) of the cost for this benefit.

1. Cost Sharing of Employer Contribution:

- i. Effective the first full pay period in July, 2017, and as soon as the City's contract with CalPERS can be amended, employees will contribute 3% towards the employer's share in addition to the employee paying the entire employee share of 9%, for a total of 12%.

B. For classic employees (as defined by CalPERS) hired on or after January 1, 2011:

Classic employees (as defined by CalPERS) hired on or after January 1, 2011 will be eligible for a two percent at 50 (2% @50) retirement benefit in the California Public Employees Retirement System (CalPERS), with the use of the average of the employee's highest-three-year-salary. These employees will pay the entire employee share (9%) of the cost for this benefit.

1. Cost Sharing of Employer Contribution:

- i. Effective the first full pay period in July, 2017, and as soon as the City's contract with CalPERS can be amended, employees will contribute 3% towards the employer's share of the retirement contribution in addition to the employee paying the entire employee share, for a total of 12%.

C. Employees hired on or after January 1, 2013, and defined by CalPERS as new members:

Employees hired on or after January 1, 2013, considered new members (as defined by CalPERS) will receive the 2.7% at 57 retirement formula, with the use of the average of the employee's highest-three-year-salary. Employees shall pay 50% of the normal cost contribution.

SECTION 21 - SALARY ADJUSTMENT

The parties jointly agree that the following salary increases shall be applicable for the term of this MOU for the SBFA classifications as specified on the salary schedules in Appendix B:

- **Year One (FY 2018/19): effective first full pay period in July 2018**
 - 2.75% salary increase for FF/PM
 - 2.75% salary increase for Fire Engineer
 - 3.25% salary increase for Fire Captain
- **Year Two (FY 2019/20):**
 - 2.5% salary increase for all positions, effective the first full pay period in July 2019
- **Year Three (FY 2020/21):**
 - 2.0% salary increase for all positions, effective the first full pay period in July 2020
- **Year Four (FY 2021/22):**
 - 2.0% salary increase for all positions, effective the first full pay period in July 2021

Pay increases in salary resulting from employee-employer negotiations will be effective on the first full pay period of each July during the term of this MOU, as indicated above.

Pay increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager and in accordance with the City of Solana Beach Personnel Rules and Regulations.

The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

- Shift Fire Captain will maintain a 2% salary differential above the Fire Captain classification.
- Fire Engineer with Paramedic Certification will maintain a 3% differential above the Fire Engineer classification.
- Fire Engineer will maintain a 5% differential above the

Firefighter/Paramedic classification.

SECTION 22 - SAVINGS CLAUSE

If any provisions of this MOU should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any of the provisions of this MOU, the SBFA and CITY agree to meet and confer within thirty days of notice by either to the other for the purpose of renegotiating said provision.

SECTION 23 - SEVERABILITY

It is understood and agreed that this MOU is subject to applicable law. In the event any part or provision of this MOU is in conflict or inconsistent with such law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such part or provision shall be deemed severable and the remainder of this MOU shall not be affected.

SECTION 24 - TEMPORARY ASSIGNMENT

Whenever a temporary vacancy occurs in a higher classification and the Fire Chief determines that the vacant position should be temporarily filled by a current employee, the Fire Chief may assign a qualified, lower-classified employee to temporarily fill the position. Whenever practical, the Fire Chief shall assign employees who have demonstrated ability to perform the duties of the position to which the assignment is made.

Less than 6-hour assignment: It is understood and agreed that temporary assignments for less than 6 hours may be made as part of the normal operation of the department and therefore, no extra compensation shall be paid for temporary assignments of less than 6 hours.

Assignment of 6 hours or more: If an employee is temporarily assigned to a position with a higher pay classification for 6 hours or more, the employee shall be paid at the lowest pay step of the higher classification, but not less than 5%, which shall constitute "Acting Pay." However, Acting Pay for temporary assignment of Fire Captain to Shift Fire Captain, the employee shall be paid at the lowest pay step of the higher classification, but not less than 2%, which should constitute "Acting Pay."

The CITY shall continue the current practice of filling vacancies on a rank for rank basis. If a long-term temporary position becomes available, the City Manager or Fire Chief at his or her discretion may choose a qualified person from the current

active list to fill that position during the time of the vacancy.

If an employee on a current promotional list is temporarily assigned to a higher classification and subsequently promoted while serving in that temporary assignment,

the time worked in the temporary assignment shall be counted towards the probationary time of the employee's new position.

SECTION 25 - PLACEMENT AND HIRE OF NEW AND TEMPORARY SOLANA BEACH EMPLOYEES

If a temporary vacancy occurs due to a specific incident (*), the Fire Chief has the discretion to use a temporary Firefighter to fill the vacant position.

The temporary and/or full time firefighter/paramedic will take part in a new hire orientation program prior to being placed on shift. The content and the duration of the new hire orientation training shall be a minimum of three weeks (56 hours per week) and shall cover OSHA mandated training on injury and accident prevention, Infection Control, Harassment policies, and mandatory Personal Protective Equipment ensemble and SCBA fit testing. Additional training topics may be added and topics deleted as deemed necessary. Any additional orientation training time will be at the recommendation of the Fire Chief and approval of the City Manager on a case-by-case basis.

An example of the basic outline of the orientation to fulfill the adopted philosophy and to cover additional non-mandated information would include new employee operational readiness, such as employee benefits and basic procedural operations, prior to placement on shift as a firefighter/paramedic.

The order, content, and schedule of the training may be modified as deemed necessary by the Fire Chief in order to meet training objectives.

Following the new orientation program, if the temporary employee is deemed qualified to perform the duties of the position, the Public Safety Director/Fire Chief has the discretion to extend the use of the temporary employee as appropriate and necessary to provide emergency services. If at any time the temporary employee is deemed unqualified and the temporary appointment terminated, the new vacancy created by the termination will be deemed a new incident for purposes of providing in-house shift availability.

Definitions:

Incident: An incident is defined as a vacancy resulting in the absence of an employee. If the incident is due to a personal or family injury or illness, once the employee is returned to full duty or returns to work for 45 days, the specific incident is considered closed. Any new absences for the same employee would be considered a new incident and follow the use of Temporary "Part-time" Employees as defined in Personnel Rules and Regulations Section 2.50.

Qualified Employee: A qualified employee must meet the minimum qualifications as specified in the appropriate Classification Specification.

SECTION 26 - TERM

The term of this MOU shall commence on July 1, 2018, subject to formal approval by the City Council, and shall expire at 12:00 a.m. (midnight), on June 30, 2022.

SECTION 27 - TOBACCO USE

Use of tobacco or tobacco products by any employee of the Fire Department whether on or off duty is prohibited.

SECTION 28 - TUITION REIMBURSEMENT

Each full-time permanent SBFA member who has completed the probationary period shall be eligible for tuition reimbursement up to \$2,000 per fiscal year in tuition reimbursement for college level courses or additional training, or when such courses or training are required to obtain or maintain a job related certificate, or any other course previously approved by the department head. All classes would require prior approval from the Fire Chief and as authorized by the City Manager for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual course with a grade of "C" or better or successful completion of courses that do not assign grades. Proof of satisfactory course completion and payment must be provided.

APPENDIX A

SBFA represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval of this Memorandum of Understanding by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

CITY:

SBFA:

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

Date: 8/15/2018

Date: 8/15/18

APPROVED AS TO LEGAL FORM:

CITY COUNCIL:

By: [Signature]
JOHANNA N. CANLAS
CITY ATTORNEY

By: [Signature]
DAVID A. ZITO
MAYOR

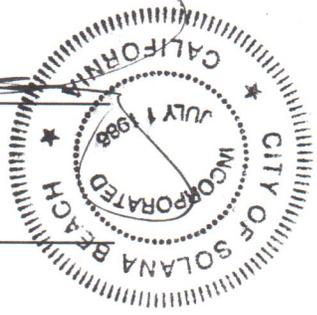
Date: 8/28/18

Date: 9/11/18

ATTEST:

By: [Signature]
ANGELA IVEY
CITY CLERK

Date: 9-12-18



APPENDIX B
SBFA SALARY SCHEDULES

City of Solana Beach Fire Schedule
FY 2018/19
(Salary Schedule 5)
Effective July 7, 2018

Classification		Step A	Step B	Step C	Step D	Step E
5091	Firefighter / Paramedic					
	Base Rate	\$ 24.60	\$ 25.83	\$ 27.12	\$ 28.48	\$ 29.90
	OT Premium	\$ 12.30	\$ 12.92	\$ 13.56	\$ 14.24	\$ 14.95
	Bi-weekly Base ⁽¹⁾	\$ 2,755	\$ 2,893	\$ 3,037	\$ 3,190	\$ 3,349
	Monthly Base ⁽¹⁾	\$ 5,970	\$ 6,268	\$ 6,581	\$ 6,911	\$ 7,256
	Annual Base ⁽¹⁾	\$ 71,635	\$ 75,217	\$ 78,973	\$ 82,934	\$ 87,069
	Estimated Annual FLSA OT ⁽²⁾	\$ 1,919	\$ 2,016	\$ 2,115	\$ 2,221	\$ 2,332
	Estimated Annual Total ⁽²⁾	\$ 73,554	\$ 77,232	\$ 81,089	\$ 85,155	\$ 89,401
5091-A	Fire Engineer					
	Base Rate	\$ 25.83	\$ 27.12	\$ 28.48	\$ 29.90	\$ 31.40
	OT Premium	\$ 12.92	\$ 13.56	\$ 14.24	\$ 14.95	\$ 15.70
	Bi-weekly Base ⁽¹⁾	\$ 2,893	\$ 3,037	\$ 3,190	\$ 3,349	\$ 3,517
	Monthly Base ⁽¹⁾	\$ 6,268	\$ 6,581	\$ 6,911	\$ 7,256	\$ 7,620
	Annual Base ⁽¹⁾	\$ 75,217	\$ 78,973	\$ 82,934	\$ 87,069	\$ 91,437
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,016	\$ 2,115	\$ 2,221	\$ 2,332	\$ 2,449
	Estimated Annual Total ⁽²⁾	\$ 77,232	\$ 81,089	\$ 85,155	\$ 89,401	\$ 93,886
5100	Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)					
	Base Rate	\$ 26.60	\$ 27.93	\$ 29.33	\$ 30.80	\$ 32.34
	OT Premium	\$ 13.30	\$ 13.97	\$ 14.67	\$ 15.40	\$ 16.17
	Bi-weekly Base ⁽¹⁾	\$ 2,979	\$ 3,128	\$ 3,285	\$ 3,450	\$ 3,622
	Monthly Base ⁽¹⁾	\$ 6,455	\$ 6,778	\$ 7,117	\$ 7,474	\$ 7,848
	Annual Base ⁽¹⁾	\$ 77,459	\$ 81,332	\$ 85,409	\$ 89,690	\$ 94,174
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,075	\$ 2,179	\$ 2,289	\$ 2,402	\$ 2,523
	Estimated Annual Total ⁽²⁾	\$ 79,534	\$ 83,511	\$ 87,697	\$ 92,092	\$ 96,697
5099	Fire Captain					
	Base Rate	\$ 29.40	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.73
	OT Premium	\$ 14.70	\$ 15.44	\$ 16.21	\$ 17.02	\$ 17.87
	Bi-weekly Base ⁽¹⁾	\$ 3,293	\$ 3,457	\$ 3,630	\$ 3,811	\$ 4,002
	Monthly Base ⁽¹⁾	\$ 7,134	\$ 7,491	\$ 7,865	\$ 8,258	\$ 8,670
	Annual Base ⁽¹⁾	\$ 85,613	\$ 89,893	\$ 94,378	\$ 99,095	\$ 104,046
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,293	\$ 2,409	\$ 2,529	\$ 2,655	\$ 2,788
	Estimated Annual Total ⁽²⁾	\$ 87,906	\$ 92,302	\$ 96,907	\$ 101,750	\$ 106,833
5109	Fire Captain (Shift)					
	Base Rate	\$ 29.99	\$ 31.49	\$ 33.06	\$ 34.71	\$ 36.44
	OT Premium	\$ 15.00	\$ 15.75	\$ 16.53	\$ 17.36	\$ 18.22
	Bi-weekly Base ⁽¹⁾	\$ 3,359	\$ 3,527	\$ 3,703	\$ 3,888	\$ 4,081
	Monthly Base ⁽¹⁾	\$ 7,278	\$ 7,642	\$ 8,023	\$ 8,423	\$ 8,843
	Annual Base ⁽¹⁾	\$ 87,331	\$ 91,699	\$ 96,271	\$ 101,076	\$ 106,113
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,340	\$ 2,457	\$ 2,579	\$ 2,708	\$ 2,842
	Estimated Annual Total ⁽²⁾	\$ 89,671	\$ 94,156	\$ 98,849	\$ 103,784	\$ 108,956

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

**City of Solana Beach Fire Schedule
FY 2019/20
(Salary Schedule 5)
Effective July 2019**

Classification		Step A	Step B	Step C	Step D	Step E
5091	Firefighter / Paramedic					
	Base Rate	\$ 25.21	\$ 26.47	\$ 27.79	\$ 29.18	\$ 30.64
	OT Premium	\$ 12.61	\$ 13.24	\$ 13.90	\$ 14.59	\$ 15.32
	Bi-weekly Base ⁽¹⁾	\$ 2,824	\$ 2,965	\$ 3,112	\$ 3,268	\$ 3,432
	Monthly Base ⁽¹⁾	\$ 6,118	\$ 6,423	\$ 6,744	\$ 7,081	\$ 7,435
	Annual Base ⁽¹⁾	\$ 73,412	\$ 77,081	\$ 80,924	\$ 84,972	\$ 89,224
	Estimated Annual FLSA OT ⁽²⁾	\$ 1,967	\$ 2,065	\$ 2,168	\$ 2,276	\$ 2,390
	Estimated Annual Total ⁽²⁾	\$ 75,379	\$ 79,146	\$ 83,093	\$ 87,248	\$ 91,614
5091-A	Fire Engineer					
	Base Rate	\$ 26.48	\$ 27.80	\$ 29.19	\$ 30.65	\$ 32.18
	OT Premium	\$ 13.24	\$ 13.90	\$ 14.60	\$ 15.33	\$ 16.09
	Bi-weekly Base ⁽¹⁾	\$ 2,966	\$ 3,114	\$ 3,269	\$ 3,433	\$ 3,604
	Monthly Base ⁽¹⁾	\$ 6,426	\$ 6,746	\$ 7,083	\$ 7,438	\$ 7,809
	Annual Base ⁽¹⁾	\$ 77,110	\$ 80,954	\$ 85,001	\$ 89,253	\$ 93,708
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,065	\$ 2,168	\$ 2,278	\$ 2,391	\$ 2,510
	Estimated Annual Total ⁽²⁾	\$ 79,175	\$ 83,122	\$ 87,279	\$ 91,644	\$ 96,218
5100	Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)					
	Base Rate	\$ 27.27	\$ 28.63	\$ 30.07	\$ 31.57	\$ 33.15
	OT Premium	\$ 13.64	\$ 14.32	\$ 15.04	\$ 15.79	\$ 16.58
	Bi-weekly Base ⁽¹⁾	\$ 3,054	\$ 3,207	\$ 3,368	\$ 3,536	\$ 3,713
	Monthly Base ⁽¹⁾	\$ 6,618	\$ 6,948	\$ 7,297	\$ 7,661	\$ 8,044
	Annual Base ⁽¹⁾	\$ 79,410	\$ 83,371	\$ 87,564	\$ 91,932	\$ 96,533
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,128	\$ 2,234	\$ 2,346	\$ 2,463	\$ 2,586
	Estimated Annual Total ⁽²⁾	\$ 81,538	\$ 85,604	\$ 89,910	\$ 94,395	\$ 99,119
5099	Fire Captain					
	Base Rate	\$ 30.13	\$ 31.64	\$ 33.22	\$ 34.88	\$ 36.62
	OT Premium	\$ 15.07	\$ 15.82	\$ 16.61	\$ 17.44	\$ 18.31
	Bi-weekly Base ⁽¹⁾	\$ 3,375	\$ 3,544	\$ 3,721	\$ 3,907	\$ 4,101
	Monthly Base ⁽¹⁾	\$ 7,312	\$ 7,678	\$ 8,061	\$ 8,464	\$ 8,886
	Annual Base ⁽¹⁾	\$ 87,739	\$ 92,136	\$ 96,737	\$ 101,571	\$ 106,637
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,351	\$ 2,468	\$ 2,591	\$ 2,721	\$ 2,856
	Estimated Annual Total ⁽²⁾	\$ 90,089	\$ 94,604	\$ 99,328	\$ 104,291	\$ 109,494
5109	Fire Captain (Shift)					
	Base Rate	\$ 30.73	\$ 32.27	\$ 33.88	\$ 35.58	\$ 37.35
	OT Premium	\$ 15.37	\$ 16.14	\$ 16.94	\$ 17.79	\$ 18.68
	Bi-weekly Base ⁽¹⁾	\$ 3,442	\$ 3,614	\$ 3,795	\$ 3,985	\$ 4,183
	Monthly Base ⁽¹⁾	\$ 7,457	\$ 7,831	\$ 8,222	\$ 8,634	\$ 9,064
	Annual Base ⁽¹⁾	\$ 89,486	\$ 93,970	\$ 98,659	\$ 103,609	\$ 108,763
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,398	\$ 2,518	\$ 2,643	\$ 2,775	\$ 2,914
	Estimated Annual Total ⁽²⁾	\$ 91,883	\$ 96,488	\$101,301	\$ 106,384	\$ 111,677

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

**City of Solana Beach Fire Schedule
FY 2020/21
(Salary Schedule 5)
Effective July 2020**

Classification		Step A	Step B	Step C	Step D	Step E
5091	Firefighter / Paramedic					
	Base Rate	\$ 25.72	\$ 27.01	\$ 28.36	\$ 29.78	\$ 31.27
	OT Premium	\$ 12.86	\$ 13.51	\$ 14.18	\$ 14.89	\$ 15.64
	Bi-weekly Base ⁽¹⁾	\$ 2,881	\$ 3,025	\$ 3,176	\$ 3,335	\$ 3,502
	Monthly Base ⁽¹⁾	\$ 6,241	\$ 6,554	\$ 6,882	\$ 7,227	\$ 7,588
	Annual Base ⁽¹⁾	\$ 74,897	\$ 78,653	\$ 82,584	\$ 86,719	\$ 91,058
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,006	\$ 2,108	\$ 2,212	\$ 2,323	\$ 2,440
	Estimated Annual Total ⁽²⁾	\$ 76,903	\$ 80,761	\$ 84,796	\$ 89,042	\$ 93,498
5091-A	Fire Engineer					
	Base Rate	\$ 27.01	\$ 28.36	\$ 29.78	\$ 31.27	\$ 32.83
	OT Premium	\$ 13.51	\$ 14.18	\$ 14.89	\$ 15.64	\$ 16.42
	Bi-weekly Base ⁽¹⁾	\$ 3,025	\$ 3,176	\$ 3,335	\$ 3,502	\$ 3,677
	Monthly Base ⁽¹⁾	\$ 6,554	\$ 6,882	\$ 7,227	\$ 7,588	\$ 7,967
	Annual Base ⁽¹⁾	\$ 78,653	\$ 82,584	\$ 86,719	\$ 91,058	\$ 95,601
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,108	\$ 2,212	\$ 2,323	\$ 2,440	\$ 2,562
	Estimated Annual Total ⁽²⁾	\$ 80,761	\$ 84,796	\$ 89,042	\$ 93,498	\$ 98,162
5100	Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)					
	Base Rate	\$ 27.82	\$ 29.21	\$ 30.67	\$ 32.21	\$ 33.81
	OT Premium	\$ 13.91	\$ 14.61	\$ 15.34	\$ 16.11	\$ 16.91
	Bi-weekly Base ⁽¹⁾	\$ 3,116	\$ 3,272	\$ 3,435	\$ 3,608	\$ 3,787
	Monthly Base ⁽¹⁾	\$ 6,751	\$ 7,088	\$ 7,443	\$ 7,816	\$ 8,205
	Annual Base ⁽¹⁾	\$ 81,012	\$ 85,060	\$ 89,311	\$ 93,796	\$ 98,455
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,170	\$ 2,279	\$ 2,393	\$ 2,513	\$ 2,638
	Estimated Annual Total ⁽²⁾	\$ 83,182	\$ 87,339	\$ 91,704	\$ 96,309	\$ 101,093
5099	Fire Captain					
	Base Rate	\$ 30.73	\$ 32.27	\$ 33.88	\$ 35.57	\$ 37.35
	OT Premium	\$ 15.37	\$ 16.14	\$ 16.94	\$ 17.79	\$ 18.68
	Bi-weekly Base ⁽¹⁾	\$ 3,442	\$ 3,614	\$ 3,795	\$ 3,984	\$ 4,183
	Monthly Base ⁽¹⁾	\$ 7,457	\$ 7,831	\$ 8,222	\$ 8,632	\$ 9,064
	Annual Base ⁽¹⁾	\$ 89,486	\$ 93,970	\$ 98,659	\$ 103,580	\$ 108,763
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,398	\$ 2,518	\$ 2,643	\$ 2,775	\$ 2,914
	Estimated Annual Total ⁽²⁾	\$ 91,883	\$ 96,488	\$101,301	\$ 106,355	\$ 111,677
5109	Fire Captain (Shift)					
	Base Rate	\$ 31.34	\$ 32.92	\$ 34.56	\$ 36.28	\$ 38.10
	OT Premium	\$ 15.67	\$ 16.46	\$ 17.28	\$ 18.14	\$ 19.05
	Bi-weekly Base ⁽¹⁾	\$ 3,510	\$ 3,687	\$ 3,871	\$ 4,063	\$ 4,267
	Monthly Base ⁽¹⁾	\$ 7,605	\$ 7,989	\$ 8,387	\$ 8,804	\$ 9,246
	Annual Base ⁽¹⁾	\$ 91,262	\$ 95,863	\$100,639	\$ 105,647	\$ 110,947
	Estimated Annual FLSA OT ⁽²⁾	\$ 2,445	\$ 2,568	\$ 2,696	\$ 2,830	\$ 2,972
	Estimated Annual Total ⁽²⁾	\$ 93,707	\$ 98,431	\$103,334	\$ 108,477	\$ 113,919

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

**City of Solana Beach Fire Schedule
FY 2021/22
(Salary Schedule 5)
Effective July 1, 2021**

Classification	Step A	Step B	Step C	Step D	Step E
5091 Firefighter / Paramedic					
Base Rate	\$ 26.23	\$ 27.54	\$ 28.92	\$ 30.37	\$ 31.89
OT Premium	\$ 13.12	\$ 13.77	\$ 14.46	\$ 15.19	\$ 15.95
Bi-weekly Base ⁽¹⁾	\$ 2,938	\$ 3,084	\$ 3,239	\$ 3,401	\$ 3,572
Monthly Base ⁽¹⁾	\$ 6,365	\$ 6,683	\$ 7,018	\$ 7,370	\$ 7,739
Annual Base ⁽¹⁾	\$ 76,382	\$ 80,196	\$ 84,215	\$ 88,437	\$ 92,864
Estimated Annual FLSA OT ⁽²⁾	\$ 2,047	\$ 2,148	\$ 2,256	\$ 2,370	\$ 2,488
Estimated Annual Total ⁽²⁾	\$ 78,428	\$ 82,345	\$ 86,471	\$ 90,807	\$ 95,352
5091-A Fire Engineer					
Base Rate	\$ 27.55	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.50
OT Premium	\$ 13.78	\$ 14.47	\$ 15.19	\$ 15.95	\$ 16.75
Bi-weekly Base ⁽¹⁾	\$ 3,086	\$ 3,240	\$ 3,403	\$ 3,573	\$ 3,752
Monthly Base ⁽¹⁾	\$ 6,685	\$ 7,020	\$ 7,372	\$ 7,741	\$ 8,129
Annual Base ⁽¹⁾	\$ 80,226	\$ 84,244	\$ 88,467	\$ 92,893	\$ 97,552
Estimated Annual FLSA OT ⁽²⁾	\$ 2,150	\$ 2,257	\$ 2,370	\$ 2,488	\$ 2,613
Estimated Annual Total ⁽²⁾	\$ 82,375	\$ 86,501	\$ 90,836	\$ 95,381	\$ 100,165
5100 Fire Engineer w/ Paramedic Cert (3% differential above Fire Engineer)					
Base Rate	\$ 28.38	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.51
OT Premium	\$ 14.19	\$ 14.90	\$ 15.65	\$ 16.43	\$ 17.26
Bi-weekly Base ⁽¹⁾	\$ 3,179	\$ 3,338	\$ 3,504	\$ 3,680	\$ 3,865
Monthly Base ⁽¹⁾	\$ 6,887	\$ 7,231	\$ 7,593	\$ 7,974	\$ 8,374
Annual Base ⁽¹⁾	\$ 82,643	\$ 86,778	\$ 91,116	\$ 95,688	\$ 100,493
Estimated Annual FLSA OT ⁽²⁾	\$ 2,214	\$ 2,324	\$ 2,441	\$ 2,563	\$ 2,693
Estimated Annual Total ⁽²⁾	\$ 84,856	\$ 89,102	\$ 93,558	\$ 98,251	\$ 103,186
5099 Fire Captain					
Base Rate	\$ 31.35	\$ 32.92	\$ 34.57	\$ 36.30	\$ 38.12
OT Premium	\$ 15.68	\$ 16.46	\$ 17.29	\$ 18.15	\$ 19.06
Bi-weekly Base ⁽¹⁾	\$ 3,511	\$ 3,687	\$ 3,872	\$ 4,066	\$ 4,269
Monthly Base ⁽¹⁾	\$ 7,608	\$ 7,989	\$ 8,389	\$ 8,809	\$ 9,250
Annual Base ⁽¹⁾	\$ 91,291	\$ 95,863	\$ 100,668	\$ 105,706	\$ 111,005
Estimated Annual FLSA OT ⁽²⁾	\$ 2,446	\$ 2,568	\$ 2,697	\$ 2,831	\$ 2,973
Estimated Annual Total ⁽²⁾	\$ 93,737	\$ 98,431	\$ 103,365	\$ 108,537	\$ 113,979
5109 Fire Captain (Shift)					
Base Rate	\$ 31.98	\$ 33.58	\$ 35.26	\$ 37.03	\$ 38.88
OT Premium	\$ 15.99	\$ 16.79	\$ 17.63	\$ 18.52	\$ 19.44
Bi-weekly Base ⁽¹⁾	\$ 3,582	\$ 3,761	\$ 3,949	\$ 4,147	\$ 4,355
Monthly Base ⁽¹⁾	\$ 7,760	\$ 8,149	\$ 8,556	\$ 8,986	\$ 9,435
Annual Base ⁽¹⁾	\$ 93,126	\$ 97,785	\$ 102,677	\$ 107,831	\$ 113,219
Estimated Annual FLSA OT ⁽²⁾	\$ 2,494	\$ 2,619	\$ 2,750	\$ 2,889	\$ 3,033
Estimated Annual Total ⁽²⁾	\$ 95,620	\$ 100,404	\$ 105,427	\$ 110,720	\$ 116,251

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

APPENDIX C

2018 – 2022
24-DAY WORK PERIODS

Shift Payroll Dates		
07/09/18 - 07/11/22		
24 Day Work Period Payable On		
Start	End	Check Date
7/9/2018	8/1/2018	8/10/2018
8/2/2018	8/25/2018	9/7/2018
8/26/2018	9/18/2018	10/5/2018
9/19/2018	10/12/2018	10/19/2018
10/13/2018	11/5/2018	11/16/2018
11/6/2018	11/29/2018	12/14/2018
11/30/2018	12/23/2018	1/11/2019
12/24/2018	1/16/2019	1/25/2019
1/17/2019	2/9/2019	2/22/2019
2/10/2019	3/5/2019	3/22/2019
3/6/2019	3/29/2019	4/5/2019
3/30/2019	4/22/2019	5/3/2019
4/23/2019	5/16/2019	5/31/2019
5/17/2019	6/9/2019	6/28/2019
6/10/2019	7/3/2019	7/12/2019
7/4/2019	7/27/2019	8/9/2019
7/28/2019	8/20/2019	9/6/2019
8/21/2019	9/13/2019	9/20/2019
9/14/2019	10/7/2019	10/18/2019
10/8/2019	10/31/2019	11/15/2019
11/1/2019	11/24/2019	12/13/2019
11/25/2019	12/18/2019	12/27/2019
12/19/2019	1/11/2020	1/24/2020
1/12/2020	2/4/2020	2/21/2020
2/5/2020	2/28/2020	3/6/2020
2/29/2020	3/23/2020	4/3/2020
3/24/2020	4/16/2020	5/1/2020
4/17/2020	5/10/2020	5/29/2020
5/11/2020	6/3/2020	6/12/2020
6/4/2020	6/27/2020	7/10/2020
6/28/2020	7/21/2020	8/7/2020
7/22/2020	8/14/2020	8/21/2020

8/15/2020	9/7/2020	9/18/2020
9/8/2020	10/1/2020	10/16/2020
10/2/2020	10/25/2020	11/13/2020
10/26/2020	11/18/2020	11/27/2020
11/19/2020	12/12/2020	12/25/2020
12/13/2020	1/5/2021	1/22/2021
1/6/2021	1/29/2021	2/5/2021
1/30/2021	2/22/2021	3/5/2021
2/23/2021	3/18/2021	4/2/2021
3/19/2021	4/11/2021	4/30/2021
4/12/2021	5/5/2021	5/14/2021
5/6/2021	5/29/2021	6/11/2021
5/30/2021	6/22/2021	7/9/2021
6/23/2021	7/16/2021	7/23/2021
7/17/2021	8/9/2021	8/20/2021
8/10/2021	9/2/2021	9/17/2021
9/3/2021	9/26/2021	10/15/2021
9/27/2021	10/20/2021	10/29/2021
10/21/2021	11/13/2021	11/26/2021
11/14/2021	12/7/2021	12/24/2021
12/8/2021	12/31/2021	1/7/2022
1/1/2022	1/24/2022	2/4/2022
1/25/2022	2/17/2022	3/4/2022
2/18/2022	3/13/2022	4/1/2022
3/14/2022	4/6/2022	4/15/2022
4/7/2022	4/30/2022	5/13/2022
5/1/2022	5/24/2022	6/10/2022
5/25/2022	6/17/2022	6/24/2022
6/18/2022	7/11/2022	7/22/2022