

CFA MEMORANDUM OF UNDERSTANDING
1/1/2023 to 12/31/2025

Summary of Significant Changes

- 1. Term: January 1, 2023 – December 31, 2025**
- 2. Article 8 Compensation Adjustments:**
 - a. Effective January 1, 2023, the city shall implement an across-the-board base salary increase for each represented classification of four percent.**
 - b. Effective January 1, 2024, the city shall implement an across-the-board base salary increase for each represented classification of four percent.**
 - c. Effective January 1, 2025, the city shall implement an across-the-board base salary increase for each represented classification of four percent.**
- 3. Article 11 Annual Vacation Leave:**

Effective the first day of the first full pay period following City Council approval of this MOU, the vacation accrual maximum shall increase from 320 to 400 hours for employees on an 80-hour per pay period schedule and from 448 to 560 for employees on a 112-hour per pay period schedule. In addition, employees shall be eligible to receive service credit based on their previous full-time paid experience in a professional public safety agency in an equivalent job classification. This credit only applies to the vacation accrual rate.
- 4. Article 13 Bilingual Pay**

Effective the first pay period in 2023, bilingual pay will increase from \$40 to \$50 per pay period. In order to maintain eligibility for bilingual pay, an employee must pass the bilingual proficiency test every three years from the date they first become eligible. All employees receiving bilingual pay at the time of ratification of this MOU will not be required to pass the test until three years from ratification of this MOU.
- 5. Article 15 Health Insurance/Flexible Benefits Program**

Effective the pay periods that include January 1, 2024, January 1, 2025 and December 31, 2025, the city benefits credits will increase.
- 6. Article 29: Paramedic License Pay**

Effective the first day of the first full pay period following City Council approval of this MOU, Paramedic License Pay will change from \$110.77 per pay period to 2.5% of the top step Paramedic Firefighter biweekly base salary

7. Article 33: Leave of Absence

Effective upon the first day of the first full pay period following City Council approval of this MOU, employees returning from incident deployments shall be granted deployment recovery leave of up to 24 hours.

8. Article 38: Post-Retirement Healthcare Trust

Effective the first pay period in 2024, the city contribution to the Post-Retirement Healthcare Trust will increase from \$150 to \$200 per month per employee and the employee contribution will decrease from \$250 to \$200 per month.

9. Article 41: Education Incentive

Effective the first pay period in 2023, education incentive level I will increase from 4.0% to 4.5% of the top step Paramedic Firefighter biweekly base salary and level II will increase from 6.4% to 6.9% of the top step Paramedic Firefighter biweekly base salary.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CARLSBAD
AND THE CARLSBAD FIREFIGHTERS' ASSOCIATION, INC.

Term: January 1, 2023 - December 31, 2025

TABLE OF CONTENTS

	Preamble	Page 1
Article 1	Recognition	Page 1
Article 2	Implementation	Page 1
Article 3	Term	Page 1
Article 4	Renegotiation	Page 1
Article 5	Retention of Benefits	Page 2
Article 6	City Rights	Page 3
Article 7	No Strike and No Lockout	Page 3
Article 8	Compensation Adjustments	Page 3
Article 9	Bereavement Leave	Page 4
Article 10	Short-Term and Long-Term Disability Insurance	Page 4
Article 11	Annual Vacation Leave	Page 5
Article 12	Sick Leave Accrual	Page 8
Article 13	Bilingual Pay	Page 10
Article 14	Linen Provision, Maintenance, and Replacement	Page 10
Article 15	Health Insurance/Flexible Benefits Program	Page 10
Article 16	Holidays	Page 12
Article 17	Retirement Benefits	Page 13
Article 18	Provision of 1959 PERS Survivors' Benefit	Page 14
Article 19	Overtime for Employees Working a 112 Hour/Pay Period Schedule	Page 14
Article 20	Overtime for Employees Working an 80 Hour/Pay Period Schedule	Page 15
Article 21	Americans With Disabilities Act	Page 18
Article 22	Family Leave Act	Page 18
Article 23	Discipline of Employee	Page 18
Article 24	Grievance Procedure	Page 23
Article 25	Alcohol and Drug Policy	Page 27
Article 26	Authorized Agents	Page 31
Article 27	Full Understanding, Modification, Waiver	Page 31
Article 28	Provisions of Law	Page 32
Article 29	Paramedic License Pay	Page 33
Article 30	Reporting Value of Uniforms to CalPERS	Page 33
Article 31	Acting Pay	Page 33

Article 32	Deferred Compensation	Page 33
Article 33	Leave of Absence	Page 34
Article 34	Military Leave	Page 38
Article 35	Jury Duty	Page 38
Article 36	Life/Accidental Death & Dismemberment (AD&D) Insurance and Voluntary Benefits	Page 39
Article 37	Probationary Period	Page 39
Article 38	Post-Retirement Healthcare Trust	Page 39
Article 39	Outsourcing	Page 40
Article 40	Survey Market	Page 40
Article 41	Education Incentive	Page 40
Article 42	Wellness	Page 42
Article 43	Paid Family Leave	Page 42
Article 44	Association Time Bank	Page 42
Appendix A	Requirements to Apply for a Promotion and Serve in an “Acting” Capacity, Effective January 1, 2023	Page 44
Appendix B	Compensation and Benefits Summary – Employees Working a Reduced FTE Schedule	Page 45

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into as of the date of formal approval hereof by the City Council of the City of Carlsbad, by and between designated management representatives of the City of Carlsbad (hereinafter referred to as the “city”) and the designated representatives of the Carlsbad Firefighters’ Association, Inc. (hereinafter referred to as CFA or “CFA, Inc.”).

PREAMBLE

It is the purpose of this Memorandum of Understanding (hereinafter referred to as “Memorandum”) to promote and provide for harmonious relations, cooperation, and understanding between the city management representatives and the local safety fire employees covered under this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this Memorandum, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation. In cases where there is a conflict between this Memorandum and the Carlsbad Fire Department Directives, this Memorandum shall prevail.

ARTICLE 1. RECOGNITION

The City of Carlsbad recognizes CFA, Inc. as the majority representative for all classifications in this Unit, as set forth in the Petition for Recognition, submitted November 3, 1991, in accordance with the provisions of Section 2.48.090 (1) of the Carlsbad Municipal Code.

ARTICLE 2. IMPLEMENTATION

This Memorandum constitutes a mutual recommendation to be jointly submitted to the City Council following ratification of the Memorandum by the membership of CFA, Inc. It is agreed that this Memorandum shall not be binding upon the parties, either in whole or in part, unless and until the City Council acts by majority vote to formally approve and adopt this Memorandum. It is further agreed that, if the City Council approves and adopts this Memorandum, city management will act in a timely manner to make the changes or recommend the City Council make the changes, in city ordinances, resolutions, rules, policies, and procedures necessary to implement this Memorandum.

ARTICLE 3. TERM

The term of this Memorandum shall be from January 1, 2023, through December 31, 2025.

ARTICLE 4. RENEGOTIATION

In the event either party desires to meet and confer in good faith on the terms of a successor Memorandum, that party shall serve upon the other a notice of such intent. During the term of this

Memorandum, the parties agree to meet and confer upon request of the other party to discuss additional changes to this Memorandum in accordance with the Meyers-Milias-Brown Act (MMBA). In addition, the parties may meet and confer on the items listed below.

- Health insurance benefits in order to reduce or eliminate penalties under the ACA. Any changes shall be by mutual agreement only.
- Employee cost sharing toward the city's required contribution to CalPERS for CFA members if the CalPERS actual rate of return is less than CalPERS' expected rate of return (the expected rate of return or "discount rate" in effect during that same prior fiscal year). Any changes shall be by mutual agreement only.

4.1 If there is a Ninth Circuit ruling between any parties under the Fair Labor Standards Act (FLSA) that determines the city's current calculation of the regular rate of pay and overtime premium (e.g., the divisor and multiplier used) is below the FLSA minimum, then the parties will reopen negotiations to determine a remedy and any applicable changes to the MOU re: the calculation of the regular rate of pay and overtime premium. In addition, if there is a published Ninth Circuit decision that provides a revision or clarification to the FLSA that requires add-on pays not currently included in the city's calculation of the regular rate of pay, the parties will reopen negotiations re: inclusion of those add-on pays in the FLSA calculation. The foregoing notwithstanding, if there is a published Ninth Circuit decision that add-on pays currently included in the city's calculation of the FLSA regular rate are not to be included in the city's calculation of the FLSA regular rate, this Agreement shall not reopen for negotiations.

ARTICLE 5. RETENTION OF BENEFITS

The employees represented by CFA, Inc., shall retain all present benefits for the term of this agreement, as amended by this Memorandum, subject to the following provisions:

- Matters That Fall Within the Scope of Representation:

The city agrees to give advance notice and opportunity to meet and confer on the subject of current wage levels and benefits, and other matters which fall within the scope of representation, such as, but not limited to, material modifications to personnel rules and Fire Department directives, before taking any action impacting employees within the bargaining unit.

- Management Rights:

The city's decisions regarding staffing levels, station closures, layoffs, reorganization, contracting out bargaining unit work to third parties, and furloughs which the city may elect to utilize to address fiscal difficulties it faces now or in the future, are management rights. Nevertheless, the city agrees to give advance notice and the opportunity to discuss these subjects before taking any action impacting employees within the bargaining unit.

ARTICLE 6. CITY RIGHTS

The rights of the city include, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out, after meeting and conferring over decision and effects, bargaining unit work to third parties; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 7. NO STRIKE AND NO LOCKOUT

- A. No Strike. During the term of this Memorandum and in accordance with Labor Code Section 1962, neither the employees nor any agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, sickouts, or any other intentional disruption of the operations of the city, regardless of the reason for so doing.
- B. Penalty. If a strike occurs in violation of Article 7.A. or Labor Code Section 1962, the city may utilize any legal remedies available to it to halt the strike. In addition, any employee engaging in activity prohibited by Article 7.A. or Labor Code Section 1962, or who instigates or gives leadership to such activity, shall be subject to disciplinary action.
- C. No Lockout. During the term of this Memorandum, the city will not instigate a lockout over a dispute with the employees so long as there is no breach of Section 7.A.
- D. Association Official Responsibility. Each employee who is an officer of CFA, Inc. occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. The employees agree to inform members of their obligations under this Memorandum and Labor Code Section 1962 and to direct them to return to work.
- E. Non-discrimination Clause. Neither city nor CFA, Inc. shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Memorandum because of exercise of rights to engage or not engage in CFA, Inc. activity or because of the exercise of any right provided to the employees by this Memorandum.

ARTICLE 8. COMPENSATION ADJUSTMENTS

Effective January 1, 2023, all CFA represented employees will receive a 4.0% base salary increase. Effective January 1, 2024, all CFA represented employees will receive a 4.0% base salary increase. Effective January 1, 2025, all CFA represented employees will receive a 4.0% base salary increase.

Any step increases granted shall be effective on the employee's anniversary date or date of promotion.

ARTICLE 9. BEREAVEMENT LEAVE

In the event of the death of an employee's immediate family member, the employee may take up to three shifts of paid time off for bereavement. An additional two shifts may be taken and charged to accrued leave or, when no accrued leave is available, treated as leave without pay. Bereavement leave must be taken within one year of the event. Additional time off may be authorized by the Fire Chief or designee and charged to accrued leave or, when no accrued leave is available, treated as leave without pay.

The "immediate family" shall be defined as: a spouse, domestic partner, child, grandchild, member of immediate household, sibling, parent, or grandparent whether biological, foster, step, adopted, or in-law. It also includes any person who has served in place of a parent to the employee, or any person for whom the employee has served in place of a parent. The term "child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. The term "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

The employee may be required to submit proof of the family member's death before being granted bereavement leave.

ARTICLE 10. SHORT-TERM AND LONG-TERM DISABILITY INSURANCE

Short-Term Disability

Effective January 1, 2020, the city will provide represented employees with city-paid short-term disability insurance via an insurance provider. The insurance shall provide for a seven calendar day waiting period prior to payment eligibility and the short-term disability benefits shall be provided at 60% of the employee's pre-disability base salary, up to a maximum base salary of \$200,000. The maximum base salary amount used to define this benefit will be reviewed periodically and the City Manager may authorize its increase.

Long-Term Disability

The city will contract with a mutually agreed upon insurance company to provide long term disability insurance for all represented employees and the city will pay the premium. For information about this benefit, contact the Human Resources Department at 442-339-2440.

Use of Accrued Paid Time Off While Receiving Disability Benefits

The employee shall use their accrued paid time off (e.g., vacation, sick leave) during the disability insurance waiting period. The employee shall combine allowable types of accrued paid time off with short-term and long-term disability payments for the purpose of achieving the equivalent of their base salary while receiving the disability payments. Refer to the long-term disability plan document for information on which types of accrued paid time off may be combined with long-term disability payments.

ARTICLE 11. ANNUAL VACATION LEAVE

A. Basis of Accrual

The annual vacation leave accrual schedule for all employees working a 112 hour/pay period schedule will be:

Less than 3		full calendar years of continuous service	-21 minutes/day
3	through 4.99	full calendar years of continuous service	-26 minutes/day
5	through 9.99	full calendar years of continuous service	-32 minutes/day
10	through 10.99	full calendar years of continuous service	-34 minutes/day
11	through 11.99	full calendar years of continuous service	-36 minutes/day
12	through 12.99	full calendar years of continuous service	-38 minutes/day
13	through 14.99	full calendar years of continuous service	-40 minutes/day
15	or more	full calendar years of continuous service	-42 minutes/day

The annual vacation leave accrual schedule for all employees working an 80 hour/pay period schedule:

Less than 3		full calendar years of continuous service	-13 minutes/day
3	through 4.99	full calendar years of continuous service	-16 minutes/day
5	through 9.99	full calendar years of continuous service	-20 minutes/day
10	through 10.99	full calendar years of continuous service	-21 minutes/day
11	through 11.99	full calendar years of continuous service	-22 minutes/day
12	through 12.99	full calendar years of continuous service	-24 minutes/day
13	through 14.99	full calendar years of continuous service	-25 minutes/day
15	or more	full calendar years of continuous service	-26 minutes/day

Vacation leave is accrued on a daily basis. Vacation leave can be used in 15 minute increments.

Effective upon the first day of the first full pay period following City Council approval of this MOU, at the discretion of the Fire Chief or designee, in addition to service time with the City of Carlsbad, current employees and new hires shall be eligible to receive service credit towards the vacation accrual rate based on their previous full-time paid experience in a professional public safety agency in an equivalent job classification. This credit only applies to the vacation accrual rate. It does not apply to seniority or any other employee-related process, pay, benefit or accrual that is based on city service credit.

When an employee changes from a 112 hour/pay period schedule to an 80 hour/pay period schedule, the employee's vacation balance (number of hours of accrued and unused vacation) is divided by 1.4 so that the dollar value of the employee's vacation balance at the time of the change remains the same.

When an employee changes from an 80 hour/pay period schedule to a 112 hour/pay period schedule, the employee's vacation balance (number of hours of accrued and unused vacation) is multiplied by 1.4 so that the dollar value of the employee's vacation balance at the time of the change remains the same.

B. Vacation Accrual Maximum

Effective upon the first day of the first full pay period following City Council approval of this MOU, all employees working a 112 hour/pay period schedule shall be entitled to earn and accrue up to and including 560 hours of vacation (increased from a maximum of 448 hours). No employee working a 112 hour/pay period schedule will be allowed to earn and accrue vacation hours in excess of the vacation accrual maximum. Each year, in the last paycheck in December, all accrued vacation hours over 496 hours will be deposited into the employee's individual post-retirement healthcare trust account.

Effective the first day of the first full pay period following City Council approval of this MOU, all employees working an 80 hour/pay period schedule shall be entitled to earn and accrue up to and including 400 hours of vacation (increased from a maximum of 320 hours). No employee working an 80 hour/pay period schedule will be allowed to earn and accrue vacation hours in excess of the vacation accrual maximum. Each year, in the last paycheck in December, all accrued vacation hours over 336 hours will be deposited into the employee's individual post-retirement healthcare trust account.

There shall be no cash option available to the employee for the conversion of unused accrued vacation hours.

Department Heads will encourage the taking of accrued vacation leave. If there are unusual circumstances that would require an employee to exceed the vacation accrual maximum, the employee must submit a request in writing to the Fire Chief or designee and the City Manager. The Fire Chief or designee and the City Manager may grant such a request if it is in the best interest of the city. Requests will be handled on a case-by-case basis and will be considered only in extreme circumstances.

C. Vacation Conversion

1. Employees working an 112-hour per pay period schedule are eligible to submit an irrevocable request to elect to convert up to 112 hours of accrued vacation hours for the following calendar year to be deposited into the employee's individual post-retirement healthcare trust account. Employees working an 80-hour pay period schedule are also eligible to submit an irrevocable request to elect to convert up to 80 hours of accrued vacation hours for the following calendar year to be deposited into the employee's individual post-retirement healthcare trust account. There shall be no cash option available to the employee for the conversion of unused accrued vacation hours.
2. All employees wishing to convert accrued vacation to fund their post-retirement healthcare trust in the year following the election will complete a form between November 10 and December 10 of each year. Elections will not carry over from one calendar year to the next calendar year.

3. Only vacation hours accrued during the calendar year following the election may be converted. Employees accruing less than the election amount may convert no more than their total vacation accrual in the following calendar year.
4. The employee's accrued vacation to convert to the healthcare trust will be credited first to the trust account with the employee's earned vacation leave until the employee's full election amount is reached. The vacation hours designated to the trust account will not be credited toward the employee's maximum vacation accrual. During this period of time, no earned vacation leave will be credited to the employee's vacation time off balance.
5. Conversion of vacation hours elected for the trust will be in the last paycheck in December unless the employee has accrued all the elected vacation hours by June 30, in which case conversion of the elected vacation hours will occur in July. All vacation hours will be converted in the calendar year in which the vacation hours accrue. If the employee does not accrue all requested vacation hours in the calendar year, the vacation conversion amount will be reduced to the total number of vacation hours the employee actually accrues in the calendar year and the conversion will be made no later than the last pay date in the calendar year.

The vacation conversion amount will be based on the employee's rate of pay at the time of the conversion.

6. An employee who does not elect to designate vacation hours to convert by December 10 waives their right to do so and will not be allowed to elect to convert vacation accruing in the following year. Mandatory conversion of vacation accrued over the designated accrual amount under Article 11B shall still occur.

D. Effects of Holiday on Vacation Leave

For all employees, except for those on an administrative assignment, who work an 80 hour/pay period schedule, in the event one or more authorized municipal holidays fall within a vacation leave, such holiday shall not be charged as vacation leave, but shall be credited as a holiday.

E. Effect of Leave of Absence on Accrual of Vacation Leave

See Article 33 for the effect of an extended leave of absence on vacation accrual.

F. Compensation for City Work During Vacation Prohibited

No employee shall be permitted to work for compensation for the city in any capacity, except compensation for mandated court appearances, during the time of the employee's paid vacation leave from city service. This clause shall not limit the city's right to recall an employee from vacation in the event of an emergency and place the employee on regular pay status.

G. Scheduling Vacations

An employee may take annual vacation leave at any time during the year, contingent upon determination by his/her Department Head that such absence will not materially affect the department. Each employee must consider the needs of the service when requesting annual vacation leave. All vacation requests must be placed in Telestaff per the Department Directive. When a family emergency arises which necessitates the use of vacation time, an employee shall provide as much advance notice as possible considering the particular circumstances.

H. Terminal Vacation Pay

Upon separation of employment, 100% of the value of all remaining unused accrued vacation hours shall be converted to the employee's individual account in the Post-Retirement Healthcare Trust and/or a city-sponsored 457 Plan at the base rate of pay in effect at the time of separation from the city. Allocation amounts to either or both the Post-Retirement Healthcare Trust individual account and 457 Plan will be at the employee's discretion and subject to Internal Revenue Service regulations. The employee shall be responsible for ensuring their contributions to a 457 Plan do not exceed the maximum allowed per law. If the amount of terminal vacation pay the employee converts to a 457 Plan causes their 457 contributions to exceed the maximum allowed per the law and those contributions are returned to the city, the city will deposit the amount returned into the employee's individual account in the Post-Retirement Healthcare Trust. There shall be no cash option available to the employee for the conversion of unused accrued vacation hours at the time of separation. The default will be to convert 100% of the unused vacation hours into the Post-Retirement Healthcare Trust individual account unless the employee designates conversion to the city-sponsored 457 Plan no later than 14 calendar days prior to the employee's last pay date.

ARTICLE 12. SICK LEAVE ACCRUAL

All employees working a 112 hour/pay period schedule shall be entitled to accrue sick leave at a rate of 25 minutes per day. All other employees shall be entitled to accrue sick leave at a rate of 16 minutes per day. Sick leave is accrued on a daily basis. Sick leave can be used in 15 minute increments.

An employee who is changed from a 112 hour/pay period schedule to an 80 hour/pay period schedule as a result of an administrative assignment or an occupational injury assignment (either full or light/modified duty) will continue to accrue at a rate of 25 minutes per day during this assignment.

A. Use of Sick Leave

Sick leave will be administered consistent with state and federal law and shall be allowed for the following purposes:

1. Diagnosis, care or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member (e.g., to recuperate from or receive treatment for personal injuries or illnesses, to care for an injured or ill family member or to attend medical, dental or optometry appointments).
2. If the employee is a victim of domestic violence, sexual assault, or stalking, for the purposes described in California Labor Code Sections 230(c) and 230.1(a), including obtaining relief (e.g., a restraining order), domestic violence services, or medical or mental health treatment.

Employees shall be required to account for all hours they are requesting as sick leave via the city's timekeeping/scheduling system. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

Absences covered by workers' compensation law, the pregnancy disability provisions of the California Fair Employment and Housing Act, the California Family Rights Act, and the federal Family and Medical Leave Act will be administered according to requirements of those laws.

If an employee separates from the city and is rehired by the city within one year from the date of separation, the employee's previously accrued and unused sick leave shall be reinstated.

Any employee applying for retirement with the California Public Employees' Retirement System may convert accrued and unused sick leave to service time at the rate specified in California Government Code Section 20965.

Employees shall be required to account for all hours they are requesting as sick leave via Telestaff. Violation of sick leave privileges may result in disciplinary action and/or loss of pay when the Fire Chief or designee determines that the employee has abused such privileges.

B. Effect of Leave of Absence

See Article 33 for the effect of an extended leave of absence on sick leave accrual.

C. Sick Leave Conversion

For an employee on an 80 hour/pay period schedule:

Any represented employee who has accrued and maintains a minimum of 160 hours of sick leave shall be permitted to convert up to 120 hours of accumulated uncompensated sick leave to either accrued vacation hours or to the employee's post-retirement healthcare trust account at a ratio of 24 hours of sick leave to eight hours of vacation/ contributions to the employee's post-retirement healthcare trust. The sick leave conversion option will be provided during the first week of each fiscal year. Employees will not be allowed to convert sick leave to vacation

if such conversion would put them over the vacation accrual maximum. No cash option will exist for sick leave conversion.

For an employee on a 112 hour/pay period schedule:

Any represented employee who has accrued and maintains a minimum of 240 hours of sick leave shall be permitted to convert up to 288 hours of accumulated uncompensated sick leave to either accrued vacation hours or to the employee's post-retirement healthcare trust account at a ratio of 72 hours of sick leave to 24 hours of vacation/ contributions to the employee's post-retirement healthcare trust. The sick leave conversion option will be provided during the first week of each fiscal year. Employees will not be allowed to convert sick leave to vacation if such conversion would put them over the vacation accrual maximum. No cash option will exist for sick leave conversion.

ARTICLE 13. BILINGUAL PAY

Effective the first pay period in 2023, the city will provide additional compensation to an employee, designated by the Human Resources Department, in the amount of \$50.00 per pay period for the performance of bilingual skills. The determination of the number of persons/positions to be designated as bilingual is at the sole discretion of the city.

In order to qualify for and receive bilingual pay, employees must pass a bilingual proficiency test as determined and paid for by the city in the foreign language or American Sign Language (ASL). Bilingual proficiency testing will occur during the employee's regular work shift.

In order to maintain eligibility for bilingual pay, an employee must pass the bilingual proficiency test every three years from the date they first become eligible. All employees receiving bilingual pay at the time of ratification of this MOU will not be required to pass the test until three years from ratification of this MOU.

This article shall not be subject to the grievance procedure.

ARTICLE 14. LINEN PROVISION, MAINTENANCE, AND REPLACEMENT

The city agrees to provide one set of bed linen and two towels per person for all personnel working a 112 hour/pay period work schedule. To assist in maintenance, all fire stations will be equipped with washing machines and dryers; shift personnel will be responsible for maintaining their own linens and towels.

The city agrees to replace linens and towels on an "as needed" basis, with a maximum replacement of once per calendar year.

ARTICLE 15. HEALTH INSURANCE/FLEXIBLE BENEFITS PROGRAM

Employees represented by the CFA, Inc. will participate in a flexible benefits program which includes medical insurance, dental insurance, vision insurance, accidental death and

dismemberment insurance (AD&D) and flexible spending accounts (FSAs). Each of these components is outlined below.

A. Benefits Credits and Medical Insurance

During the term of this Agreement, represented employees will be covered by the Public Employees’ Medical and Hospital Care Act (PEMHCA) and will be eligible to participate in the California Public Employees’ Retirement System (CalPERS) Health Program. The city will pay on behalf of all employees covered by this agreement and eligible dependents and those retirees designated in this Article, the minimum amount per month required under California Government Code Section 22892 for medical insurance through the CalPERS. If electing to enroll for medical benefits, an employee must select one medical plan from the variety of medical plans offered through CalPERS.

The city shall contribute monthly amounts (called Benefits Credits) on behalf of each active employee and eligible dependents toward the payment of medical premiums under the CalPERS health program for all FLSA eligible hours paid in the pay period. The city contribution shall be based on the employee’s medical coverage level and shall include the mandatory payments to CalPERS. If the actual total premiums exceed the city’s total contributions, the employee will pay the difference.

Waiver Provision: CFA-represented employees who do not wish to participate in the CalPERS Health Program will have the choice of waiving the city’s medical insurance program, provided they can show proof of alternative minimum essential coverage as defined by the Affordable Care Act. For those employees who are covered under another employer sponsored group insurance program, the benefits credits associated with waiving medical coverage will be equal to \$400 per month.

Excess and Unused Benefits Credits: If the Benefits Credits exceeds the cost of the medical insurance purchased by the employee, the employee will have the option of using any “excess credits” to purchase city-sponsored dental insurance, vision insurance, accidental death and dismemberment (AD&D) insurance or to contribute to a healthcare or dependent care flexible spending account (FSA). Unused Benefits Credits will be paid to the employee in cash and reported as taxable income and included in the calculation of the regular rate of pay and overtime premium under the FLSA.

The Benefits Credits for calendar year 2023 are as shown in the table below.

Medical Coverage Level	Prior Monthly Benefits Credits	2023 Monthly Benefits Credits	Monthly Increase
Employee	\$659.00	\$674.00	\$15.00
Employee + 1	\$1,316.00	\$1,345.00	\$29.00
Family	\$1,737.00	\$1,764.00	\$27.00
Waive Medical	\$329.50	\$400	\$70.50

Effective the pay periods that include January 1, 2024, January 1, 2025 and December 31, 2025 the city monthly benefit credits associated with each medical coverage level will be set to dollar amounts that equate to 80% of the average health (medical, dental and vision) premium for Employee, Employee Plus One and Family coverage levels, rounded to the nearest whole dollar based on the premiums that will take effect on January 1 of the respective calendar year.

B. Dental Insurance, Vision Insurance and Accidental Death & Dismemberment (AD&D) Insurance

Employees may choose to enroll in or opt out of the city-sponsored dental, vision or AD&D insurance plans at any coverage level.

C. Retirees

Each retired employee who was a member of this bargaining unit is covered by the PEMHCA and is eligible to participate in the CalPERS Health Program. Represented employees who retire from the city, either service or disability, shall be eligible to continue their enrollment in the CalPERS Health Program when they retire, provided that they are enrolled or eligible to enroll in a CalPERS medical plan at the time of separation from employment and their effective date of retirement is within 120 days of separation. The city will contribute the minimum amount per month required under California Government Code Section 22892 toward the cost of each retiree's enrollment in the CalPERS Health Program.

Employees who retire from the city, either service or disability, shall be eligible to elect, upon retirement, to participate in the city's dental and/or vision insurance programs as a retiree. The cost of such dental and/or vision insurance for the retiree and eligible dependents shall be borne solely by the retiree. An individual who does not choose continued coverage upon retirement, or who chooses coverage and later drops it, is not eligible to return to the city's dental and vision insurance programs.

The city will invoice the retiree for the retiree's monthly premiums for dental and/or vision insurance and the retiree must keep such payments current to ensure continued coverage.

ARTICLE 16. HOLIDAYS

The city shall observe the following scheduled paid holidays, consistent with the annual holiday schedule published by the Human Resources Department:

New Year's Day	Thanksgiving
Martin Luther King Jr.'s Birthday	Thanksgiving Friday
President's Birthday	Christmas Day
Memorial Day	
Independence Day	
Labor Day	
Indigenous Peoples' Day	
Veterans Day	

Effective January 27, 2020, the following provisions will be in effect:

- 1) Suppression personnel assigned as a Lifeguard Supervisor or on an administrative assignment are ineligible for the holiday pay listed above. These personnel will receive straight time pay when they are regularly scheduled to work on the holidays listed above.
- 2) Fire Prevention personnel, personnel on a non-occupational injury light/modified duty assignment and Suppression personnel in the new hire academy will be eligible to have the day off with pay on the holidays listed above.
- 3) Suppression personnel working a 112 hour/pay period schedule, personnel on an occupational injury light/modified duty assignment and Paramedic Lifeguard Lieutenants shall be credited with an additional 12 hours of holiday pay (using a base salary rate that excludes additional pays) on the day the holiday occurs based on all FLSA eligible hours paid in the pay period during the calendar year that the holiday occurs. Employees scheduled to work on a holiday who desire the day off will utilize their own leave balances.

See Article 33 for the effect of an extended leave of absence on holiday pay.

Only employees who are on paid status on their scheduled work day immediately before a holiday shall be entitled to the paid holiday.

ARTICLE 17. RETIREMENT BENEFITS

17.1 The city has contracted with CalPERS for the following retirement benefits:

- Safety Tier 1 - (employees entering safety membership for the first time prior to October 4, 2010) – The retirement formula shall be 3% @ 50; single highest year final compensation.
- Safety Tier 2 - (employees entering safety membership for the first time on or after October 4, 2010) – The retirement formula shall be 2% @ 50; three year average final compensation.
- Safety Tier 3 – (employees entering safety membership for the first time on or after January 1, 2013) - The retirement formula shall be 2.7% @ 57; three year average final compensation.

Employees who are “New Members” as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (e.g., an employee hired on or after January 1, 2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least six months or more) will constitute a third tier and be subject to all the applicable PEPRA provisions.

17.2. Employee Retirement Contribution

The employee retirement contribution will be made on a pre-tax basis by implementing provisions of Section 414(h)(2) of the Internal Revenue Code.

Employees shall make the following employee retirement contributions through payroll deductions:

- Tier 1 and Tier 2 safety employees shall pay all of the employee retirement contribution (9%).
- Tier 3 safety employees shall pay the required PEPRAs member contribution rate as established by CalPERS.

17.3. If the Employer Paid Member Contributions (EPMC) ever is greater than zero, the city will report the value of the EPMC as additional (special) compensation to CalPERS for all local fire employees designated as “classic CalPERS members.”

ARTICLE 18. PROVISION OF 1959 PERS SURVIVORS’ BENEFIT

The city agrees to provide the Fourth Level of the 1959 Survivors’ Benefit.

ARTICLE 19. OVERTIME FOR EMPLOYEES WORKING A 112 HOUR/PAY PERIOD SCHEDULE

- A. In determining an employee’s eligibility for overtime, paid leaves shall be included in the total hours worked. Excluded from the total hours worked are duty free lunches, travel time to and from work (except for emergency call-back), and time spent conducting bona fide volunteer activities.

Time worked shall be computed by rounding to the nearest quarter of an hour.

- B. Sworn personnel who are assigned to fire suppression shall work a 112 hour/pay period on a Kelly schedule or other shift schedule as approved at the discretion of the Fire Chief or designee. Suppression employees temporarily assigned to light/modified duty will be assigned a traditional 5/40 work schedule or alternative work schedule as approved at the discretion of the Fire Chief or designee. In this situation, the employee's hourly rate will be converted from a 112 hour/pay period schedule rate to an 80 hour/pay period schedule rate.
- C. The City of Carlsbad will use a 24-day work cycle for fire suppression employees under the 7(k) exemptions contained in the Fair Labor Standards Act. The "work period" shall be 24 days in length. The "work schedule" is to be based on a 56 hour average workweek. Each fire suppression employee on a 112 hour/pay period schedule (or on a light/modified duty IOD-related work schedule) will earn six hours of premium pay in each biweekly pay period.

In addition, any employee required to perform in excess of an employee's normal scheduled shift shall receive overtime compensation.

For FLSA overtime, the calculation of the regular rate of pay and overtime premium shall be calculated in conformance with the FLSA as required by this Agreement.

ARTICLE 20. OVERTIME AND COMP TIME FOR EMPLOYEES WORKING AN 80 HOUR/PAY PERIOD SCHEDULE

A. SCOPE

1. This article shall apply to employees working in the classifications listed below or who work an 80 hour/pay period on a 5/40 schedule or alternative schedule as approved by the Fire Chief or designee:
 - Paramedic Lifeguard Lieutenants
 - Fire Prevention Personnel
 - Suppression personnel in the new hire academy
 - Any classification working on an administrative assignment as approved by the Fire Chief or designee (e.g., Training Captain)
2. However, this article does not apply to any suppression employee who is assigned to administrative assignment due to temporary light duty status.
3. In determining an employee's eligibility for overtime, under this agreement, paid leaves shall be included in the total hours worked. Excluded from the total hours worked are duty free lunches, travel time to and from work (except for emergency call-back), and time spent conducting bona fide volunteer activities.

There shall be no pyramiding of overtime. Hours worked by an employee in any workday or workweek on which premium rates have once been allowed shall not be used again in any other overtime calculation other than computing total actual hours worked.

Time worked shall be computed by rounding to the nearest quarter of an hour.

B. COMPENSATION FOR ADMINISTRATIVE ASSIGNMENTS

The employee's hourly rate will be converted from a 112 hour/pay period schedule rate to an 80 hour/pay period schedule rate. Beginning with the first full pay period following Council ratification of this MOU, while appointed or assigned to an administrative position, the employee shall receive an additional 15% above their base hourly pay rate.

C. HOURS OF WORK

1. Overtime

The official 7-day FLSA work week for employees on a 9/80 Friday to Friday shift begins four hours after the regularly scheduled starting time for their Friday

shift and ends 168 hours later (at four hours after the regularly scheduled starting time for their Friday shift).

For all other employees, except suppression employees on an administrative assignment as Lifeguard Supervisors, who work an 80 hour/pay period schedule the 7-day FLSA work week is from Monday at 12:00 a.m. to Sunday at 11:59 p.m.

For suppression employees on an administrative assignment as Lifeguard Supervisors, the city will use a 14-day work cycle for employees under the 7(k) exemptions contained in the FLSA. The “work period” shall be 14 days in length. The “work schedule” will be variable based on seasonal needs with a base of 40 hour average workweek. Peak season staffing will be set at a 3/12 and 4/12 schedule with a 42 hour average workweek. The FLSA work period is from 12:00 am Sunday and concludes on the 14th day on the Saturday at 11:59 pm. (Based on the FLSA 7(k) guidelines, hours worked in excess of 106 in the 14-day work period will be paid out as FLSA overtime.)

Any employee who is not 7k exempt that is required to perform in excess of 40 hours in their seven-day work week or any employee who works in excess of an employee’s normal scheduled day shall receive overtime compensation.

For FLSA overtime, the calculation of the regular rate of pay and overtime premium shall be calculated in conformance with the FLSA as required by this Agreement.

Employees regularly assigned to a 112 hour/pay period schedule who are assigned to an 80 hour/pay period schedule administrative assignment, will not be available to work shift overtime on days they are assigned to an administrative assignment unless authorized by the Duty Battalion Chief. Employees are authorized to work suppression overtime during hours they are not assigned to administration.

Employees working an 80 hour/pay period schedule who work a suppression overtime shift will have their pay rate converted to the 112 hour/pay period rate while on the suppression overtime shift. This rate shall not include the 15% administrative assignment pay.

Suppression members that are on an administrative assignment will not remain subject to force hires for suppression assignments.

2. Compensatory Time

In lieu of receiving overtime pay pursuant to Section 1 above, an employee working an 80 hour/pay period schedule may elect, subject to department approval, to receive compensatory time off. No employee shall accrue more than 80 hours of such compensatory time. When an employee has accumulated the maximum

number of hours of compensatory time off, the employee shall receive all overtime compensation in cash.

An employee may use such compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

All accrued and unused compensatory time during the calendar year will be cashed out on the last pay date of the calendar year. No compensatory time may be accrued beginning on the last pay period of the calendar year through the end of the calendar year.

At the time an employee switches from an 80 hour/pay period schedule to a 112 hour/pay period schedule, all accrued and unused compensatory time will be cashed out.

An employee may elect to “cash out” any portion of the employee’s accrued compensatory time at the employee’s base rate of pay in any pay period. The employee shall indicate the number of hours to be cashed out on the employee’s timesheet.

3. Request for Temporary Shift Adjustment (Flex Time)

An employee may request that the employee’s normal workday be temporarily altered in order to accumulate a credit of work hours that may be used to take time off during the employee’s FLSA work week without loss of pay. If the request is approved by management, pay for hours worked during this temporary shift adjustment shall be paid at the straight time rate even if the employee’s hours worked exceed the employee’s normal scheduled shift on that day.

4. Employees hired by divisions or bureaus currently operating on an alternative work schedule shall be subject to having their daily work schedule changed at the sole discretion of the department. Such changes include, but are not limited to, a) number of days/hours to be worked on a daily basis and in a payroll period; b) normal days off; and c) starting/ending times of assigned shifts. This article shall not be subject to the grievance procedure.

D. RETURN TO SUPPRESSION DUTIES

Upon completion of the administrative assignment, the employee will return to the employee’s previous rank held at the time of accepting the appointment unless the employee has been promoted to another position/rank. The duration of an appointment or assignment to administrative duties will normally be for a minimum of two years but may be extended one year at the discretion of the Fire Chief or designee.

ARTICLE 21. AMERICANS WITH DISABILITIES ACT

The parties acknowledge the applicability of the Americans With Disabilities Act (ADA) and intend to apply and implement this MOU so as to comply with the ADA. The parties agree to consult if compliance with the ADA may require modifying the provisions of this MOU.

ARTICLE 22. FAMILY LEAVE ACT

The parties acknowledge the applicability of the Family Leave Act (Act) and intend to apply and implement this MOU so as to comply with the Act. The parties agree to consult if compliance with the Act may require modifying the provisions of this MOU.

ARTICLE 23. DISCIPLINE OF AN EMPLOYEE

- 23.1 Authority - Full authority for discipline is retained by the city. The city may discipline a regular employee for just cause. In appropriate cases the city will use progressive disciplinary practices.
- 23.2 Representation - An employee attending any investigatory or fact-finding meeting which may result directly in discipline, reduction in pay, suspension, demotion or discharge shall be allowed representation.
- 23.3 Grounds for Discipline - The city has the authority to impose appropriate discipline upon any represented employee for cause. Discipline shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance and disciplinary record. Grounds for discipline may include but are not limited to the following:
- (1) Fraud in securing employment including untruthfulness, misrepresentation or omission of information.
 - (2) Incompetence, neglect of duty, willful disobedience, insubordination, tardiness, working unauthorized overtime, public disclosure of privileged information or dishonesty.
 - (3) Failure to maintain certification and licenses required by law or the Fire Department.
 - (4) Being under the influence of alcohol or intoxicating drugs while on duty.
 - (5) Unauthorized absence without leave.
 - (6) Criminal conviction having some relevance to the job.
 - (7) Intentionally being discourteous to the public.
 - (8) Unauthorized use of or neglect of city property.
 - (9) Abuse of sick leave.
 - (10) Unauthorized outside employment that constitutes a conflict of interest.
 - (11) Acceptance of a gift or gratuity that constitutes a willful conflict of interest.
 - (12) Falsification of any city report or record.

- (13) Willful violation of any of the provisions of the City Code, ordinances, resolutions or any rules, regulations or policies which may be prescribed by the City Council, City Manager, Fire Chief or designee, or supervisor.
- (14) Political activities precluded by State or Federal law.
- (15) Other acts that are incompatible with service to the public.
- (16) Failure to respond to questions or otherwise fail to participate during an investigation conducted by the city or its agents.

23.4 Firefighter Bill of Rights Procedures - The following appeals procedures apply to all represented employees and are adopted pursuant to Government Code Section 3254.5 of the California Firefighter Procedural Bill of Rights Act (FBOR) and shall apply to any administrative appeal of a punitive action.

Prior to taking punitive action involving discipline, suspension without pay, reduction in pay, demotion or discharge, the employee shall be given notice of the action to be taken, the effective date for such action, the evidence or materials upon which the action is based, and notified of his/her right to be represented by an attorney or other representative at further proceedings.

23.5 Pre-Discipline Process - The employee will be given an opportunity to respond to the Fire Chief or designee either orally or in writing, provided the employee requests the opportunity within seven calendar days of the notice of the intended action. For notices of discipline with recommended punitive action not involving discharge, demotion, reduction in pay or suspension the designee will typically be the Assistant Fire Chief.

If the employee or the employee's designated representative requests the right to respond to the proposed punitive action, imposition of proposed punitive action shall be deferred until after the response is received by the Fire Chief or designee.

It is the Fire Chief's or designee's responsibility to coordinate the scheduling of the conference within 14 consecutive days of the employee's request. The Fire Chief or designee shall be responsible for receiving the employee's and/or the employee's representative's response to the proposed discipline. The conference shall be conducted informally and shall be limited to the presentation of information by and through the employee and/or the employee's representative in response to the charges and allegations set forth in the notice of proposed discipline.

In the event the employee is unable to respond to the charges within the time permitted and demonstrates the reasonableness of a need for a continuance, the presiding officer may grant a continuance of up to an additional five calendar days.

The time limits described herein are essential and may only be modified or enlarged by mutual consent of both the employee and the Fire Chief or designee.

The above process will occur prior to the imposition of the discipline.

- 23.6 Notice of Discipline - After conclusion of the pre-disciplinary conference and within 30 days of the department's final decision, but not less than 48 hours prior to imposing discipline, the Fire Chief shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. The notice shall also contain a statement of charges which shall set forth the acts or omissions with which the employee is charged in order that the employee will be able to prepare a defense. Also, the notice shall specify the city rules, regulations, policies and procedures which the employee is alleged to have violated.

The notice of discipline shall also advise the employee of the right to request an appeal hearing by filing a Notice of Appeal as provided under section 23.7 below. The Notice of Appeal must be filed within 15 days after service upon the employee of the Notice of Discipline. Failure to request an appeal hearing within the 15-day period, will constitute waiver of the employee's right of appeal. The Notice of Discipline shall be served personally on the employee with a proof of service noticed and retained by the department.

- 23.7 Right to Appeal - An employee has the right to appeal punitive action according to the appeal procedure as set out below. Written notice of discipline shall inform and remind the disciplined employee of this right. A probationary employee (entry level or promotional) rejected during the probationary period shall not be entitled to appeal such rejection via the appeals process.

- 23.8 Appeal of Punitive Action Not Involving Discharge, Demotion, Reduction in Pay or Suspension

The city shall follow the Firefighter Procedural Bill of Rights except where hereinafter noted. The CFA waives the formal appeal of punitive action not involving discharge, demotion, reduction in pay or suspension (e.g. written reprimands) and agrees to the following procedures in which the Fire Chief, or designee, shall issue a binding decision for such discipline.

- A. Notice of Appeal - Within seven calendar days of receipt of the notice of discipline, a regular employee shall notify the Fire Chief in writing of the employee'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 designee shall be the presiding officer. If the Fire Chief or designee 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 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 city shall bear the burden of proof at the informal hearing. Based upon a preponderance of the evidence, the Department shall show that the action taken against the employee was reasonable according to the FBOR.

D. Conduct of Hearing

1. The formal rules 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.
 2. The parties may present opening statements.
 3. The parties may present evidence through documents and testimony. Any witnesses shall testify under oath.
 4. Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.
 5. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Presiding Officer.
- E. Recording of the Hearing- All hearings may be recorded. If the punitive action involves the loss of compensation, then the hearing shall be electronically recorded with both parties receiving a copy of the record.
- F. Representation- The employee may be represented by an association representative or attorney of the employee's choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- G. Decision- The written decision shall be served in person to the firefighter when practical. The firefighter shall acknowledge receipt in writing and shall be informed that the time within which judicial review must be sought is governed by Code of Civil Procedure §1094.6. In the event the decision cannot be delivered in person, the decision will be delivered to the employee and the employee's attorney or representative by first class mail, postage prepaid, 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.

23.9 Appeal Procedure for any Punitive Action Involving Discharge, Demotion, Reduction of Pay or Suspension

A formal appeal procedure shall be available for a disciplinary action involving discharge, demotion, reduction in pay or suspension. The administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. The city will bear all administrative costs associated with a formal appeal of discipline and the subsequent hearing: including the presiding officer, court reporter and transcription costs, if any. The employee or employee organization will be responsible for the cost of the employee's own representation or attorney fees and preparation documents.

A. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as 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.

1. If, after investigation and any pre-disciplinary response or procedure, the fire department or city decides to impose discipline, the department or the city shall notify the firefighter in writing of its decision to impose discipline within 30 days of its decision, but not less than 48 hours prior to imposing the discipline.
2. The notice shall be prepared and served within the timeframes specified in Government Code Section 3254(d) and in conformity with the requirements of Government Code §§11500, et seq. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the firefighter concurrently with the notice of discipline.

B. Burden of Proof - The burdens of proof and production of evidence shall be borne by the city. The standard of proof shall be by a preponderance of the evidence.

C. Evidence - Rules of evidence shall comply with Chapter 5, Section 11513 of the Government Code.

D. The appeal proceedings shall be reported by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be reported electronically.

E. 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, rule on the admission and exclusion of evidence and determine and rule on all matters of law both procedural and substantive. In conducting the appeal hearing the ALJ shall follow the provisions set forth above.

F. 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 100 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, the ALJ shall prepare 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 each party's 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.
- (f) 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 Government Code 11518 and the decision shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.5/Government Code.

ARTICLE 24. GRIEVANCE PROCEDURE

24.1 A grievance is an allegation made by an employee that the employee has been damaged or denied a benefit by the city due to misapplication or a mistaken interpretation of a specific provision of this Agreement, the city's Personnel Rules or, effective no later than January 1, 2009, any existing Fire Department Directive which falls within the subject matter contained in the scope of bargaining set forth in the Meyers, Miliias Brown Act.

24.2 Reviewable and Non-Reviewable Grievances

24.2.1 To be reviewable under this procedure a grievance must:

- (a) Concern matters or incidents that have occurred.
- (b) Result from an act or omission by management regarding working conditions or other matters contained in this Agreement over which the Fire Chief or designee has control.
- (c) Arise out of a specific situation, act, or acts which result in damage to the employee.
- (d) Arise out of a misinterpretation or misapplication of this Agreement.

24.2.2 A grievance is not reviewable under this procedure:

- (a) If it is a matter which would require a modification of a policy established by City Council or by law;
- (b) Is reviewable under some other administrative procedure and/or rules of the City of Carlsbad (See, e.g., Article 24 Discipline), such as:
 - (1) Applications for changes in title, job classification, or salary.
 - (2) Appeals from formal disciplinary proceeding.
 - (3) Appeals from work performance evaluations.

24.3 Special Grievance Procedure Provisions: The following special provisions apply to the grievance procedure.

24.3.1 Procedure for Presentation: In presenting a grievance, an employee shall follow the sequence and the procedure outlined in Section 25.4 of this procedure.

24.3.2 Prompt Presentation: The employee shall discuss the grievance with an immediate supervisor promptly after (i.e., when grievant knew or should have known) the act or omission of management caused the grievance.

24.3.3 Prescribed Form: The written grievance shall be submitted on a form prescribed by the Human Resources Director for this purpose.

24.3.4 Statement of Grievance: The grievance shall contain a statement of:

- (a) The specific facts or actions, including dates, which constitute the basis for the grievance.
- (b) The article that was misapplied or misinterpreted.
- (c) The damage suffered by the employee.
- (d) The relief sought.

24.3.5 Employee Representative: The employee may choose someone as a representative at any step in the procedure. No person hearing a grievance need recognize more than one representative for any one time, unless the person so desires.

24.3.6 Interested Parties: Interested parties may provide information during the hearing of the grievance at any step of the grievance procedure.

- 24.3.7 Handled During Working Hours: Whenever possible, grievances will be handled during regularly scheduled working hours.
- 24.3.8 Extension of Time: The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
- 24.3.9 Consolidation of Grievances: If the grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievances may be handled as a single grievance.
- 24.3.10 Settlement: Any grievance shall be considered settled at the completion of any step if the grievant is satisfied or if the grievant does not appeal the matter to a higher authority within the prescribed time.
- 24.3.11 Reprisal: The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal, provided the provisions of the grievance procedure are observed. Copies of grievance forms will not be placed in employee personnel records but will be maintained in separate files in the Human Resources Department.
- 24.4 Grievance Procedure Steps: The following procedure shall be followed by an employee submitting a grievance for consideration and action.
 - 24.4.1 Discussion With Supervisor: The employee shall discuss the grievance with the employee's immediate supervisor informally. Within seven calendar days, the supervisor shall give a decision to the employee verbally.
 - 24.4.2 Step 1: If the employee and the supervisor cannot reach an agreement to resolve the grievance, the employee may within seven calendar days present the grievance in writing to the supervisor. The supervisor shall memorialize the prior verbal decision on the grievance and present the grievance to the next-level supervisor within seven calendar days.

The next-level supervisor shall hear the grievance and shall give a written decision to the employee within seven calendar days after receiving the grievance. This portion of this step shall be repeated as necessary until the next-level supervisor is the Assistant Fire Chief.
 - 24.4.3 Step 2: If the employee and the next-level supervisor cannot reach an agreement to resolve the grievance, the employee may within seven

calendar days present the grievance in writing to the Fire Chief. The Fire Chief shall hear the grievance and shall give the written decision to the employee within seven calendar days after receiving the grievance.

24.4.4 Step 3: If the employee and Fire Chief cannot reach an agreement as to the solution of the grievance, the employee may file a written request with the Human Resources Director, within seven calendar days, to have the grievance heard by a Hearing Officer selected via the process described in Section 25.4.7. The grievance shall also be presented to the Assistant City Manager who may conduct a meeting with the grievant and/or CFA representative to identify and clarify disputed issues and attempt to resolve the grievance prior to presentation of the grievance to the Hearing Officer.

24.4.5 Step 4: If the matter is not otherwise resolved, the Hearing Officer shall, within 30 calendar days after receipt of the grievance, hear the grievance and render an advisory opinion to the City Manager. The City Manager shall, within 14 calendar days after receipt of the advisory opinion, notify the employee of the final action.

24.4.6 Any of the above steps may be waived by mutual agreement of the parties.

24.4.7 The employee or employee organization and the city agree that the advisory hearing will be conducted before a hearing officer selected by the parties from a list provided by the California State Mediation and Conciliation Service. If the parties cannot mutually agree on the hearing officer they will use a strikeout procedure using a list of seven names provided by the California State Mediation and Conciliation Service. The appellant will have the prerogative of striking the first name.

All administrative costs associated with the cost of a grievance and the subsequent hearing; including the hearing officer, court reporter and transcription cost, if any, will be shared equally between the city and the Carlsbad Firefighters' Association. In the case that the Carlsbad Firefighters' Association does not support the grievance continuing to the advisory hearing by a hearing officer, all administrative costs associated with the cost of a grievance and the subsequent hearing; including the hearing officer, court reporter and transcription cost, if any, will be shared equally between the city and the employee.

The employee or employee organization will be responsible for the cost of the employee's own representation or attorney fees and preparation of documents.

ARTICLE 25. ALCOHOL AND DRUG POLICY

I. POLICY

It is the policy of the City of Carlsbad to provide, for its employees, a work environment free from the effects of drugs and alcohol consistent with the directives of the Drug Free Workplace Act. The City of Carlsbad agrees to use a clinical laboratory which is certified by the National Institute on Drug Abuse (NIDA), now known as the Substance Abuse & Mental Health Services Administration (SAMHSA). All procedures and protocols for collection, chain of custody and testing will be conducted consistent with standards required under SAMHSA certification. This policy is intended to accomplish that objective.

A. Definitions - As Used in This Policy:

1. "Drug" means any substance which produces a physical, mental, emotional or behavioral change in the user, including but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, methamphetamines, alcohol, marijuana, and other cannabinoids.
2. "Workplace" means any site where city-assigned work is performed, including city premises, city vehicles or other premises or vehicles, while city-assigned work is being conducted, or within a reasonable time thereafter.
3. "Reasonable suspicion" means a standard for evidence or other indication of impairment of normal physical or mental skills by alcohol or drugs where such impairment could negatively affect work performance or could pose a threat to public or employee safety.

B. Employee Responsibilities

1. As a condition of employment, employees shall:
 - a. not engage in the unlawful manufacture, distribution, dispensation, possession or use of alcohol or drugs nor be under the influence of alcohol or drugs in the workplace or while on-call;
 - b. submit to an alcohol and drug analysis and remain on the premises when requested to do so by city management, acting pursuant to this policy, or by law enforcement personnel;
 - c. notify the city of any conviction under a criminal drug statute (including any pleas of nolo contendere), if such conviction was based on a violation which occurred in the workplace, no later than

five days after such conviction; (notification under this subsection does not relieve an employee from the disciplinary consequences of the conduct upon which a criminal conviction is based); and

- d. abide by all terms of this policy.
2. Employees must notify their supervisors when taking any medication or drugs, prescription or non-prescription (over-the-counter medications), which may interfere with safe or effective performance of their duties or operation of city equipment.
3. Off-duty involvement with any controlled substance including, but not limited to manufacture, distribution, dispensing, possession, use or any conviction under a criminal drug statute whose scope and employment are relevant to city employment may result in disciplinary action up to and including termination if there is relevant nexus between such off-duty involvement and the employee's employment with the city, consistent with the legal requirements for disciplinary due process.

C. Employer Searches

For the purpose of enforcing this policy and maintaining a drug-free workplace, the city reserves the right to search, with notice to the employee or if no prior notice, in the employee's presence, all work areas and property in which the city maintains full or joint control with the employee, including but not limited to city vehicles, desks, lockers, file cabinets, and bookshelves. These areas remain part of the workplace context even if the employee has placed personal items in them. Employees are cautioned against storing personal belongings in work areas under full or joint city control since such work areas may be subject to investigation and/or search under this policy. Employees shall have no expectation of privacy in these areas, locations or properties.

Employer searches shall occur when there is a determination of "reasonable suspicion" as defined herein. Such searches shall be conducted by persons having supervisory and/or other legal authority to conduct such searches. Searches will not normally occur without concurrence of more than one supervisor.

If the FBOR (Government code section 3259) is applicable to a particular search, then the city will comply with the Act notwithstanding anything to the contrary in this article. For example, the city may conduct searches without notice to the employee or without the employee being present, if a valid search warrant has been obtained. The employee may also consent to a search.

Nothing herein shall prevent the city from taking appropriate action if there is an inadvertent discovery of evidence of drug or alcohol use.

D. Consequences of Violation of Policy

1. Failure to abide by the terms of this policy shall be grounds for disciplinary action, up to and including termination.
2. In addition to any disciplinary action, an employee who fails to abide by this policy may also be directed or allowed to satisfactorily participate in an approved alcohol or substance abuse assistance or rehabilitation program.

E. Federal Motor Carrier Safety Improvement Act of 1999 and DOT regulations

The parties acknowledge that the Federal Motor Carrier Safety Improvement Act of 1999 (see Attachment B) and the California Vehicle Code apply to unit members. The parties shall comply with the regulations developed by the Department of Transportation to enforce the Act.

II. DRUG AND ALCOHOL ANALYSIS

A. Pre-employment Drug and Alcohol Analysis

1. Prior to receiving an offer of employment, an otherwise successful candidate must submit to a drug and alcohol analysis. At the city's discretion, this analysis may be in the form of "breathalyzer," urine, or blood analysis.
2. Persons whose results are positive for either drugs or alcohol will be rejected for city employment.

B. Employee Drug and Alcohol Analysis

1. If a manager or supervisor of the city has reasonable suspicion that an employee is under the influence of drugs or alcohol while in the workplace or subject to duty, the employee shall be:
 - a. Prevented from engaging in other work; and
 - b. Required to submit to a drug and alcohol analysis. At the city's discretion, this analysis may be in the form of "breathalyzer," urine, or blood analysis.

- c. An employee may also be required to remain on the premises for a reasonable time until arrangements can be made to transport the employee home.
2. Some examples of “reasonable suspicion” as defined in Section I.A.3. include, but are not limited to, the following, when confirmed by more than one person having supervisory authority:
 - a. slurred speech.
 - b. alcohol odor on breath;
 - c. unsteady walking or movement not related to prior injury or disability;
 - d. an accident involving city property having no obvious causal explanation other than possible employee responsibility;
 - e. physical or verbal behaviors that are disruptive, non-responsive, unusual for that employee or otherwise inappropriate to the workplace situation;
 - f. attributable possession of alcohol or drugs;
 - g. information obtained from a reliable person with personal knowledge that would lead a reasonably prudent supervisor to believe that an employee is under the influence of alcohol or drugs;
3. Refusal to remain on the premises or to submit to a drug and alcohol analysis when requested to do so by city management or by law enforcement officers shall constitute insubordination and shall be grounds for discipline, up to and including termination.
4. A drug and alcohol analysis may test for the presence of any drug which could impair an employee's ability to effectively and safely perform the functions of the employee's job.
5. A positive result from a drug and alcohol analysis may result in disciplinary action, up to and including termination.
6. City agrees to take steps to protect the chain of custody of any drug test sample.

7. Employee will be placed on paid administrative leave pending the completion of any testing process and any investigation deemed necessary by the city.

III. EMPLOYEE ASSISTANCE PROGRAM

- A. The city has a well-established voluntary Employee Assistance Program (EAP) to assist employees who seek help for substance abuse problems. The EAP is available for assessment, referral to treatment, and follow-up. Any employee of the city wishing confidential assistance for a possible alcohol or drug problem can call the EAP office and arrange for an appointment with a counselor.
- B. Employees who are concerned about their alcohol or drug use are strongly encouraged to voluntarily seek assistance through the EAP. All self-referral contacts are held in confidence by the EAP.
- C. Participation in the employee assistance program will not replace normal disciplinary procedures for unsatisfactory job performance or for violation of any city policy.

ARTICLE 26. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. City's principal authorized agent shall be the City Manager or a duly authorized representative. Address: 1200 Carlsbad Village Drive, Carlsbad, California 92008; Telephone (442) 339-2820, except where a particular city representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

Throughout this document, any reference to the Fire Chief or designee is understood to mean authorization from the City Manager who delegates authority to the Fire Chief or designee to implement the provisions of this document.

- B. CFA, Inc., principal authorized agent shall be its President or duly authorized representative. Address: P.O. Box 945, Carlsbad, California 92018-0945; Telephone: (760) 729-3730; Email: iafflocal3730@aol.com.

ARTICLE 27. FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. It is the intent of the parties that this Memorandum set forth the full and entire understanding of matters agreed to upon conclusion of meet and confer sessions which resulted in this Memorandum. Any other matters not contained herein, which were addressed during the course of the meet and confer process, resulting from this Memorandum, are superseded and terminated in their entirety. Any understanding or

agreement, not contained herein, whether formal or informal, which occurred during the course of meet and confer sessions, resulting in this Memorandum, are terminated or superseded in their entirety.

- B. It is the intent of the parties that this Memorandum be administered in its entirety in good faith during its full term.

It is recognized that if during such term it may be necessary for the city to propose changes in matters within the scope of representation not contained in this agreement, the city shall notify CFA, Inc., indicating the proposed change prior to its implementation. If CFA, Inc., wishes to consult or negotiate with the city regarding the matter, CFA, Inc., shall notify the city within five working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by the city.

Where the city makes such changes because of the requirements of the law, the city shall not be required to negotiate the matter of compliance with any such law.

Nothing herein shall limit the authority of the city to make such changes required during emergencies. However, the city shall notify CFA, Inc. of such changes as soon as practicable. Such emergency changes shall not extend beyond the period of emergency. "Emergency" shall be defined as an unforeseen circumstance requiring immediate implementation of the change.

- C. Failure by CFA, Inc. to request consultation or negotiations pursuant to Paragraph B shall be deemed as approval of any action taken by the city.
- D. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.
- E. The waiver of any breach, term, or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 28. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws and federal and state regulations. If any part or provision of the Memorandum is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal or competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum shall not be affected thereby.

ARTICLE 29. PARAMEDIC LICENSE PAY

Fire Captains and Fire Engineers who retain their paramedic license and San Diego County accreditation will receive paramedic license pay. Effective upon the first day of the first pay period following City Council approval of this MOU, the biweekly pay shall change from \$110.77 to the equivalent of 2.5% of the top step Paramedic Firefighter biweekly base salary per pay period.

ARTICLE 30. REPORTING VALUE OF UNIFORMS TO CALPERS

Effective May 31, 2010, all CFA-represented employees who are required to wear city-provided uniforms will have the amount of \$17.31 reported to CalPERS bi-weekly as special compensation related to the monetary value of the required uniforms, excluding boots. Under PEPRRA, this benefit is not reported to CalPERS as special compensation for new members.

ARTICLE 31. ACTING PAY

Whenever the needs of the city require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed for a period of four hours or more, the employee shall receive five percent additional pay while in the acting capacity. Only employees who are on an Eligibility List (maintained by the Human Resources Dept) for the higher classification are eligible to serve in an acting capacity.

Appendix A describes the requirements for an employee to be eligible to serve in an acting capacity as of January 1, 2023.

An employee may not serve in an acting capacity for more than six months without prior approval from the Fire Chief or designee.

ARTICLE 32. DEFERRED COMPENSATION

The city shall provide for a Deferred Compensation Plan which may be utilized by any employee on an optional basis. The city reserves the right to accept or reject any particular plan and to impose specific conditions upon the use of any plan. Such plan shall be implemented according to the plan document and without cost to the city.

Effective the pay period that includes January 1, 2023 and only until the final pay period in calendar year 2025, for Safety Tier 3 employees only, the city shall contribute a dollar amount into a deferred compensation plan on behalf of employees. The biweekly employer contribution will be determined by the following formula:

1. Calculate the difference between the employee contribution rate for Safety Tier 3 employees and the employee contribution rate for Safety Tier 1 & 2 employees.
2. Multiply the result by the employee's biweekly base salary.

ARTICLE 33. LEAVE OF ABSENCE

33.1 Occupational Injuries or Illnesses

- 33.1.1 Employees in the classifications of Senior Fire Inspector/Investigator, Assistant Fire Marshal, Firefighter, Paramedic Firefighter, Fire Engineer, Fire Captain, Paramedic Lifeguard Lieutenant and Captain Specialist who are temporarily unable to work due to an occupational illness or injury will receive full pay for up to one year as provided in Section 4850 of the Labor Code (“4850 benefits”). The employee may not receive 4850 benefits concurrently with sick leave or any other form of paid time off.

All other classifications that sustain a work related injury or illness and becomes temporarily disabled from work as a result, may receive their full salary, in lieu of the State mandated temporary disability benefit, for a period of up to 45 calendar days for any single incident. The periods of temporary disability need not be continuous. Any aggravation of a pre-existing occupational injury or illness will be treated as such and not as a new injury. In this situation, the employee will not be entitled to any occupational sick leave benefit which exceeds the original maximum of 45 calendar days. The city reserves the right to determine whether occupational sick leave will be granted. Granting of occupational sick leave will be subject to the same procedures and standards (including pre-designated physicians, resolution of disputes over benefits, use of Agreed Medical Examiners, etc.) as used in workers’ compensation matters and/or FMLA/CFRA matters.

If the employee continues to be unable to work after the above described benefits have been exhausted and the employee has not been retired, the employee will receive workers’ compensation temporary disability payments as provided in the Labor Code. To the extent these benefits are less than the employee’s full regular pay, the employee shall supplement them by using accrued leave to reach the amount equal to the employee’s full regular pay until the employee’s leave balances reach zero, at which time the employee would commence an unpaid leave of absence (i.e., the employee would not receive a city paycheck).

A sworn employee may not use accrued sick leave after the city approves the employee’s Industrial Disability Retirement (IDR). The employee who is approved for an IDR may choose to cash out up to 50% of their sick leave balance upon separation of employment. The remaining sick leave balance shall be converted to CalPERS service credit.

33.2 Non-Occupational Injuries or Illnesses

An employee who is temporarily unable to work due to a non-occupational illness or injury will receive those disability benefit payments for which the employee is eligible and applies. To the extent that these benefits are less than the employee's full regular pay, the employee shall supplement them by using accrued sick leave, vacation, and/or compensatory time to reach the amount equal to the employee's full regular pay until the employee's leave balances reach zero, at which time the employee would commence an unpaid leave of absence.

33.3 The city acknowledges the applicability of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) and intends to apply and implement this document so as to comply with these laws. To the extent permitted by law, a leave of absence under this article will run concurrently with any leave of absence an employee is entitled to receive under the CFRA or FMLA.

33.4. Leave of Absence Without Pay

A. General Policy

Any employee may be granted a leave of absence without pay pursuant to the approval of the Fire Chief or designee for less than two calendar weeks. If the duration of the leave of absence will be longer, the approval of the City Manager or designee is required.

An employee shall utilize all the employee's vacation, compensatory time off and/or sick leave (if applicable) prior to taking an authorized leave of absence without pay.

A leave without pay may be granted for any of the following reasons:

1. Illness or disability.
2. To take a course of study which will increase the employee's usefulness on return to the employee's position in the city service.
3. For personal reasons acceptable to the Fire Chief or designee and City Manager.

B. Authorization Procedure

Requests for leave of absence without pay shall be made in writing and shall state specifically the reason for the request, the date when the leave is desired to begin, the probable date of return, and the agreement to reimburse the city for any benefit premiums paid by the city during the leave of absence. The request shall normally be initiated by the employee but may be initiated by the Fire Chief or designee, and,

if applicable, shall be promptly transmitted to the City Manager or designee for approval. A copy of any approved request for leave of absence without pay with a duration equal to or greater than two calendar weeks shall be delivered promptly to the Directors of Finance and Human Resources.

C. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed six months, unless otherwise approved by the City Manager. The procedure for granting extensions shall be the same as that in granting the original leave provided that the request for extension is made no later than 14 calendar days prior to the expiration of the original leave.

D. Return From Leave

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, the employee shall contact the employee's Department Head at least 14 calendar days prior to the day the employee plans to return. The Department Head shall promptly notify the Human Resources Department of the employee's intention. The employee shall return at a rate of pay not less than the rate at the time the leave of absence began.

E. Leave Without Pay - Insurance Payments and Privileges

An employee on leave without pay may continue city insurance benefits by reimbursing the city for the employee's costs of insurance on a monthly basis during the period of the leave. Failure to reimburse the city for such benefits during the term of a leave of absence will result in the employee's coverage terminating on the first day following the month in which the last payment was received.

Upon the employee's return to paid status, any sums due to the city shall be repaid through payroll deductions. This applies to sums due for insurance as well as other payment plans entered into between the city and the employee (e.g., computer loan).

Upon eligibility for COBRA, the employee will be notified of the opportunity to continue benefit coverage via the COBRA process.

An employee on leave of absence without pay shall not have all of the privileges granted to regular employees.

33.5. Pregnancy Disability Leave

Pregnancy Disability Leave shall be authorized and/or administered in accordance with the provisions of State and Federal law. An employee disabled by pregnancy shall be allowed to utilize a combination of accrued leave and leave without pay to

take a leave for a reasonable period of time, not to exceed four months. "Reasonable period of time" means that period during which the employee is disabled on account of pregnancy, childbirth, or related conditions. An employee shall utilize all accrued leave, except sick leave, prior to taking leave without pay. Reasonable period of time means that period during which the employee is disabled on account of pregnancy, childbirth, or related conditions.

An employee who plans to take a leave pursuant to this article shall give the city reasonable notice of the date the leave shall commence and the estimated duration of the leave.

Employees disabled by pregnancy may be eligible to return to work on a light duty assignment per the Department Directive regarding a non-occupational illness/injury.

33.6. Extended Leave of Absence

Upon completion of either 84 consecutive calendar days (12 weeks) of leave of absence (paid or unpaid and except when leave is ordered by the city or when an employee is on an active duty military leave) or completion of a leave of absence related to Section 4850 of the Labor Code, whichever occurs later, an employee will not be eligible for the benefits listed below:

1. accrual of sick leave and vacation and
2. holiday pay.

On the day that the employee returns to work from the extended leave of absence, the employee will resume eligibility for the abovementioned benefits and the employee's salary anniversary date, vacation anniversary date and seniority will be adjusted for each calendar day the leave of absence lasted beyond either 84 consecutive calendar days or the completion of a leave of absence related to Section 4850 of the Labor Code, whichever was longer.

During or immediately following a leave of absence, if an employee returns to work for fewer than 14 calendar days before subsequently going back on a leave of absence for the same injury, illness or reason for the leave, (paid or unpaid and except when leave is ordered by the city or when an employee is on an active duty military leave), the second leave of absence shall be considered a continuation of the first leave of absence.

Exception for a Probationary Newly Hired Employee

When a probationary newly hired employee is on a leave of absence (paid or unpaid) that extends beyond 14 consecutive calendar days the probationary period and salary anniversary date shall be extended for each calendar day the employee was on a leave of absence. Other than this exception, all other provisions in this Extended Leave of Absence section apply to a probationary newly hired employee.

33.7. Deployment Recovery Leave

Effective upon the first day of the first full pay period following City Council approval of this MOU, employees returning from incident deployments spanning 240 hours or greater shall be granted deployment recovery leave of up to 24 hours to cover the balance of their remaining shift if returning on a regularly scheduled workday.

If returning from an incident deployment spanning 240 hours or greater on a regularly scheduled day off, employees shall be granted deployment recovery leave of up to 24 hours to cover the duration of their next regularly scheduled shift so long as that regularly scheduled shift is scheduled to begin within 24 hours of return from the incident.

Employees returning from incident deployments spanning 240 hours or greater will not be allowed to work overtime or a trade or be eligible to be force hired unless they have been off duty for a total of 24 hours whether returning on a regularly scheduled workday or a regularly scheduled day off.

In the event the department is experiencing a staffing shortage, the Fire Chief or the Fire Chief's designee may adjust deployment recovery leave as needed until the local staffing shortage is resolved.

Issuance or non-issuance of deployment recovery leave is non-grievable.

ARTICLE 34. MILITARY LEAVE

Military leave shall be authorized in accordance with the applicable provisions of State and Federal law. The employee must furnish satisfactory proof to the Fire Chief or designee, as far in advance as possible, that the employee must report to military duty.

ARTICLE 35. JURY DUTY

When called to jury duty, an employee, having provided at least five working days written notice from the date of the summons, shall be entitled to the employee's regular compensation. Employees shall be entitled to city-paid reimbursement for mileage, transit pass or any applicable parking fees while on jury duty. If the employee also receives any compensation from the court for serving on a jury, the employee will reimburse the city for the amount they received from the court.

Employees released early from jury duty shall report to their supervisor for assignment for the duration of the work day. At the discretion of the supervisor, an employee may be released from reporting back to work if an unreasonable amount of the work day remains in light of travel time to the job site after release.

ARTICLE 36. LIFE/ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE AND VOLUNTARY BENEFITS

All CFA-represented employees shall receive city paid life insurance in an amount equal to their base salary up to a maximum base salary of \$200,000. To determine the benefit, the amount of insurance is rounded to the next higher \$5,000 multiple, unless the amount equals a \$5,000 multiple.

Effective January 1, 2020, all CFA-represented employees shall receive city paid Accidental Death and Dismemberment (AD&D) insurance in an amount equal to their base salary up to a maximum base salary of \$200,000. To determine the benefit, the amount of insurance is rounded to the next higher \$5,000 multiple, unless the amount equals a \$5,000 multiple.

Effective January 1, 2023, all CFA-represented employees shall receive city paid life and AD&D insurance for a spouse and children. The coverage amount for a spouse is \$20,000 and for children is \$10,000.

The city provides various voluntary benefits available at the employee's cost. Employees may select among various levels of coverage. For information regarding these benefits, contact the Human Resources Department at 442-339-2440.

ARTICLE 37. PROBATIONARY PERIOD

37.1 The initial hire probationary period shall be one year from the date the employee is hired. The probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and the fitness of the employee to the assigned work. The employee will find this period helpful in evaluation of the city, the employee's duties and work satisfaction.

37.2 All personnel promoted within the Department shall be on probation in the promotional position for a period of one year from the date of promotion. Failure to pass probation shall result in employee being put back to their prior position.

37.3 See Article 33 for the impact of a leave of absence on the probationary period.

ARTICLE 38. POST-RETIREMENT HEALTHCARE TRUST

The city and CFA, Inc. agree that CFA, Inc. will contract directly with a company of its choosing to provide post-retirement healthcare trust benefits for all represented employees. All CFA represented employees will contribute into the post-retirement healthcare trust established by CFA, Inc. via payroll deductions. CFA, Inc., acknowledges that the city has no administrative responsibilities or liabilities related to this benefit, other than processing of payroll deductions. CFA, Inc. shall hold the city harmless for the city's actions related to this Article and indemnify the city against any liability the city incurs as a result of this Article, including but not limited to, its agreement to allow CFA, Inc., to participate in a post-retirement healthcare trust and/or the city's processing of payroll deductions as set forth in this section.

Effective the first pay period of calendar year 2022, the city will contribute \$150 per month per employee to the Post-Retirement Healthcare Trust and all CFA represented employees will contribute \$250 per month to the Post-Retirement Healthcare Trust.

Effective the first pay period of calendar year 2024, the city will contribute \$200 per month per employee to the Post-Retirement Healthcare Trust and all CFA represented employees will contribute \$200 per month to the Post-Retirement Healthcare Trust.

ARTICLE 39. OUTSOURCING

The city and CFA agree that the city may contract with public and private entities or individuals to perform any or all plan check activities except the final step in the plan checking process. CFA agrees that the city may contract out these services without meeting and conferring with CFA over the decision to contract these services or the effects of that decision.

ARTICLE 40. SURVEY MARKET

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In keeping with the City Council’s philosophy of surveying the total compensation of other agencies, the agencies listed below will be considered in the survey market for CFA, Inc.

1. City of Encinitas
2. City of Escondido
3. City of Huntington Beach
4. City of Oceanside
5. City of Poway
6. City of San Marcos
7. City of Solana Beach
8. City of Vista
9. North County Fire District
10. Rancho Santa Fe Fire District

ARTICLE 41. EDUCATION INCENTIVE

This article shall not be subject to the grievance procedure.

41.1 Level 1: Applicable to all employees represented by CFA, Inc.,

(a) Requirement: Present proof to the Fire Chief or designee of the following:

Evidence of the award of each of the following certificates issued by the California State Board of Fire Services: 1. Fire Fighter I, 2. Fire Fighter II, 3. Driver Operator 1A,	or	An Associate degree
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<p>4. Driver Operator 1B, and 5. Instructor 1 6. or State Fire Marshal certificate of course completion for Fire Inspector 1A, 1B, 1C and 1D</p> <p>Proof of certification from a California State Fire Marshal course that is deemed equivalent to one of the courses listed above by the Fire Chief or designee shall also meet the requirement.</p>		
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(b) Compensation:

Eligibility for receiving the compensation will be based upon the date the employee provides evidence of eligibility to the Fire Chief or designee. It is the sole responsibility of the employee to make notification of eligibility for the education incentive pay.

Effective the first pay period in calendar year 2023, the biweekly compensation shall be equal to 4.5% of the top step Paramedic Firefighter biweekly base salary.

41.2 Level 2: Applicable to all employees represented by CFA, Inc.,

(a) Requirement: Present proof to the Fire Chief or designee of the following:

<p>Evidence of the award of the Fire Officer taskbook issued by the California State Board of Fire Services. Or State Fire Marshal certificates of course completion for Fire Inspector 2A, 2B, 2C and 2D.</p>	<p>or</p>	<p>A Baccalaureate degree</p>
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(b) Compensation:

Eligibility for receiving the compensation will be based upon the date the employee provides evidence of eligibility to the Fire Chief or designee. It is the

sole responsibility of the employee to make notification of eligibility for the education incentive pay.

Effective the first pay period in calendar year 2023, the biweekly compensation shall be equal to 6.9% of the top step Paramedic Firefighter biweekly base salary.

- 41.3 An employee that meets the criteria for compensation under more than one level, above, shall receive compensation for only the highest such level for which the employee qualifies.
- 41.4 Eligibility for education incentive is determined based on the requirements issued by the California State Fire Marshal in place at the time the employee presents evidence of eligibility.

ARTICLE 42. WELLNESS

The city shall contract with a wellness program provider to provide a wellness program to all CFA employees.

Participation in educational components is mandatory. Employees are strongly encouraged to participate in the comprehensive fitness assessment and in the blood chemistry evaluation; however, employees may choose not to participate in either of these two components. All information and results from this general fitness evaluation are confidential in accordance with HIPAA regulations, non-punitive and will be given only to the employee.

ARTICLE 43. PAID FAMILY LEAVE

Effective January 1, 2020, per Administrative Order No. 84, all CFA-represented employees will be eligible for up to 160 hours per year of paid family leave to care for an immediate family member or bond with a new child.

ARTICLE 44. ASSOCIATION TIME BANK

An association time bank will be established to provide leave allowance which can be used by eligible association members to attend conferences, meetings, or other events as approved by the association board.

Each year, in December, association members may designate an irrevocable donation of either four or eight hours of the vacation they will accrue the following calendar year, to be converted in February to a dollar value using the employee's base salary rate that excludes additional pays. An association member will be taxed on the value of the hours at the time of the conversion. The total dollar value of the donated vacation hours will be held by the city and used solely for leave allowance for eligible association members.

With prior approval from the Fire Chief or designee and in compliance with the Carlsbad Fire Department Directive #8.2: Vacation, an employee may use the association time bank for leave

allowance (a dollar amount in the association leave bank will be converted to hours of leave using the employee's base salary rate that excludes additional pays). The allowance used for this purpose is not reportable to CalPERS, is not treated as taxable income based on State and Federal law and may not be considered as income available for contributions to a 457 plan. The association time bank will be used on a first come, first serve basis. To the extent the dollar value of the association time bank is less than the amount required for an employee's leave, the employee may supplement by using accrued vacation and/or compensatory time to reach the amount equal to the employee's full regular base pay.

Annually, the association board may determine a maximum number of hours to be donated in the following calendar year to the association time bank.

Appendix A
Requirements to Apply for a Promotion and Serve in an “Acting” Capacity
Effective January 1, 2023

I. Fire Engineer

In order to qualify for participation in the promotional process for the position of Fire Engineer the employee must:

1. Have two years of service in the City of Carlsbad Fire Department.
2. Have completed Driver Operator 1A and Driver Operator 1B (or the equivalent courses as defined by the Fire Chief or designee).

To be eligible to serve in a Fire Engineer acting capacity, and employee must be on a current City of Carlsbad Fire Engineer eligibility list (maintained by the Human Resources Department).

II. Fire Captain

In order to qualify for participation in the promotional process for the position of Fire Captain the employee must:

1. Have three years of service in the City of Carlsbad Fire Department.
2. Have completed all State Fire Marshal courses required to obtain a Company Officer Task Book (or the equivalent courses as defined by the Fire Chief or designee).
3. Have completed the course, Hazardous Materials IC (HAZ-MAT IC)
4. Have completed all courses required to be certified as an Engine Boss Trainee (T), per the Carlsbad Fire Department CICCIS Certification Form (or the equivalent courses as defined by Appendix A of the CICCIS Qualification Guide.
5. Have passed a Carlsbad Fire Department Engineer Exam

To be eligible to serve in a Fire Captain acting capacity, and employee must be on a current City of Carlsbad Fire Captain eligibility list (maintained by the Human Resources Department).

Appendix B

COMPENSATION AND BENEFITS SUMMARY – EMPLOYEES WORKING A REDUCED FTE SCHEDULE

For employees in the Fire Prevention Bureau working a reduced FTE schedule (0.75 FTE), prorated pay and benefits are calculated based on 75% of the full time pay and benefits as outlined below.

The standard 0.75 FTE work schedule is 30 hours per week. If, occasionally, the employee works more than 30 hours per week, the time worked should be reported appropriately to payroll. Working more than 30 hours per week should not be a continual or regular practice and may result in jeopardizing the reduced FTE schedule.

COMPENSATION

Employees will be compensated at an hourly rate derived from the current bi-weekly salary schedule (i.e., the amount published on the biweekly salary schedule divided by 80 to calculate the hourly rate). Salary will be calculated based on the number of actual hours worked and salary earned.

Overtime

Employees will be paid overtime after working in excess of 40 hours a week. Extra hours worked beyond the regular work assignment, up to 40 hours in a week are paid at straight time in accordance with the Fair Labor Standards Act (FLSA).

ADDITIONAL PAY & CITY CONTRIBUTIONS TO EMPLOYEE ACCOUNTS

Employees who are eligible for the following add-on pays will receive an amount that is prorated at 75%.

- Bilingual Pay
- Education Incentive

Note: The city contribution to deferred compensation for Safety Tier 3 employees is calculated using the same percentage of actual base salary earnings that is used for full-time employees. The city contribution to a Post Retirement Healthcare Trust will be equal to the same amount contributed for a full-time employee.

OTHER

Health Insurance

Employees are eligible to participate in the same health insurance program as full-time employees, may select one of the city's medical plans and will be enrolled with full benefit coverage. Reduced FTE employees will be eligible for benefits credits at a 75% prorated amount. For more information, refer to the city's benefit rate sheets.

Leave Accruals and Holiday Pay

- SICK LEAVE AND VACATION: Accruals are prorated at 75%.

- **HOLIDAY PAY:** Employees receive six hours of holiday pay per holiday. If a holiday falls on a day the employee is NOT normally scheduled to work, the employee will agree with the employee's supervisor when to take off a regularly scheduled work shift in that same pay period as a holiday.

An employee whose scheduled shift duration exceeds the six hours of holiday pay may get approval from their supervisor to work extra hours in the pay period in which a holiday falls to make up for the reduced number of hours paid for the holiday. In this case, it is NOT required to use leave balances to make up for the fewer hours paid on a holiday. However, on a non-holiday, if an employee leaves early or takes time off, accrued leave balances must be exhausted prior to taking leave without pay.

CalPERS Retirement

Per CalPERS law, retirement benefits are calculated based on reportable earnings and actual hours worked. Employee retirement contributions are calculated as a percent of reportable wages earned.

Short Term/Long Term Disability and Life/AD&D Insurance

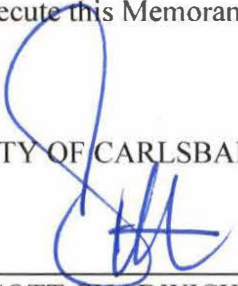
These benefits are determined using an employee's $\frac{3}{4}$ time regular annual base salary. Employees are enrolled in the city's short and long-term disability insurance plans ($\frac{3}{4}$ -time employees are not eligible for enrollment in the CFA LTD plan).

Dues

A $\frac{3}{4}$ -time employee does not pay CFA dues.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

CITY OF CARLSBAD



SCOTT CHADWICK, City Manager 8/11/23 Date

Approved as to form:

 3/8/2023

CINDIE MCMAHON, City Attorney Date

CARLSBAD FIREFIGHTERS' ASSOCIATION, INC.



TODD HOLMES, President 2/13/2023 Date