

# Santee Firefighters' Association

International Association of Fire Fighters Local 4373



## Memorandum of Understanding

Between the City of Santee and  
The Santee Firefighters' Association

July 1, 2023 through June 30, 2025

**Santee Firefighters' Association**  
**8950 Cottonwood Avenue**  
**Santee, CA 92071**

**City of Santee**  
**10601 Magnolia Avenue**  
**Santee, CA 92071**

## **PREAMBLE**

WHEREAS, the City of Santee, formed and operated under the authority of a Charter City and is a City rendering protection from fire and other perils of life and property within said City; and

WHEREAS, the Santee Firefighters' Association, Inc., an incorporated mutual benefit association, represents substantially all of the safety employees of said City of Santee Fire Department; and

WHEREAS, the City of Santee and the Santee Firefighters Association, Inc., find it mutually beneficial to meet and confer and negotiate in good faith according to the provisions of California Government Code Sections 3500-3511;

THEREFORE, this Memorandum of Understanding is entered into as of July 1, 2023 between the City of Santee, hereinafter referred to as "City", and the Santee Firefighters Association, Inc., hereinafter referred to as "Association." It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and set forth the basic and full agreement between the parties concerning wages, hours and other terms and conditions of employment.

## **CHAPTER 1.0 ADMINISTRATION**

### ***1.1 Recognition***

The City recognizes the Association as the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for uniformed safety employees in the following positions:

- Firefighter
- Firefighter Paramedic
- Fire Engineer
- Fire Engineer/Paramedic
- Fire Captain
- Fire Captain/Paramedic

### ***1.2 Association Rights***

#### **1.2.1 Payroll Deductions**

Employees of the City may authorize payroll deductions for the purpose of paying Association dues including voluntary contribution to the Association's Political Education Committee (PEC) and the Association's Benevolent Fund. The procedure which shall be followed by employees in authorizing deductions for Association dues shall be for each employee to execute a written assignment on the form designated by the City. The same form shall be used to authorize deductions for the Association's PEC and for the Benevolent Fund.

Changes, additions and/or deletions of payroll deductions for Association dues and/or contributions towards the PEC for Association members shall be made with thirty (30) days written notice by the employee to the City and the Association on the form designated by the City.

Dues shall be deducted bi-weekly in the amount certified to the City by the Association Treasurer and the aggregate deductions of all employees shall be transmitted to the designated account specified by the Association. The City will automatically change the dues deductions when salaries change per the MOU, but the Association shall notify the City of changes in the formula or percentage of dues approved by its members no later than thirty (30) days prior to effective date of such change.

The employees' earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of appropriate Association dues. When a member in good standing of the Association is in a non-pay status for an entire pay period, no withholding will be made from future earnings to cover that pay period. In the case of an employee who is in a non-pay status during only part of the pay period, and salary is not sufficient to cover the full withholding

amount for dues, no deduction shall be made. In this situation, all other legal and required deductions have priority over Association dues.

### **1.2.2 Access to Work Station**

It is agreed that the Association shall have access to City facilities for the conducting of general membership, board, and committee meetings. Association agrees that meetings shall not cause undue disruption of City business either by frequency or duration. Association shall obtain the approval of the Fire Chief or his designated representative by writing or e-mail prior to Association meetings utilizing City facilities.

### **1.2.3 Association Release (AR) Time**

The City agrees to release designated Association representatives from his or her regular duties without loss of compensation to a combined maximum of ninety-six (96) hours per fiscal year, of which 50% will be reserved for community events that directly benefit the Santee community. Remaining AR hours may be used for the exclusive purpose of conducting Association business. The Association will provide a report to the Fire Chief at the end of each fiscal year, approved and signed by the Association President, accounting for every hour, the purpose of/reason for each hour, and the date each hour of AR leave was used in the fiscal year. This release time shall not include time spent in the meet and confer process with the City, which shall be allowed in addition to the above.

### **1.2.4 Honor Guard (HG) Bank**

The City agrees to release designated Association representatives from his or her regular duties without loss of compensation to a combined maximum of twenty-four (24) hours per fiscal year, to participate in Honor Guard/Emerald Society events. The Association will provide a report to the Fire Chief at the end of each fiscal year, approved and signed by the Association President, accounting for every hour, the purpose of/reason for each hour, and the date each hour of HG leave was used in the fiscal year.

## ***1.3 Management Rights***

It is understood and agreed that the City retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the level, means, and kinds of services to be provided; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required; contract out work, transfer work out of the unit; maintain the efficiency of City operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. Emergency is a sudden, generally unexpected, occurrence or occasion requiring immediate action which affects City facilities or equipment or otherwise involves an act of God or specific governmental order requiring the City to take certain action or refrain from taking certain action. In addition, the City retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

## ***1.4 Term***

This Memorandum of Understanding shall commence July 1, 2023 and shall remain in full force and effect through June 30, 2025. All provisions shall be in effect for the full term unless specifically dated.

## ***1.5 Non-Discrimination***

The City will not interfere with or discriminate against any employee covered by this Memorandum because of membership in or legitimate activity on behalf of the Association or any of its members. The Association recognizes its responsibility as exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The provisions of this agreement shall be applied equally to all employees of the bargaining unit without regard to race, color, religion (including religious dress and grooming practices), sex (including pregnancy status and breastfeeding), gender, gender identity and/or expression, sexual orientation, marital status, age, genetic information, mental or physical disability (whether perceived or actual), ancestry, citizenship status, uniformed service member status, medical condition (including genetic characteristics), national origin, or any other class protected under federal, state, or local law. The Association will share equally with the City in responsibility for applying this provision.

## ***1.6 Americans with Disabilities Act (ADA)***

The City and Association agree to comply with all provisions of the ADA in accordance with State and Federal law. In addition, the Association will be notified of proposed accommodations prior to implementation by the City. Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance process.

## ***1.7 Savings Provision***

If any provision of this Agreement, or any application thereof to any unit member is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.

# **CHAPTER 2.0 COMPENSATION**

## ***2.1 Salaries***

### **2.1.1 Salary Schedules**

See Attachment "A"

### **2.1.2 Salaries**

Year 1: 4% cost of living adjustment (COLA) for all classifications retroactive to July 6, 2023

6% market adjustment (PERS compensable) for all classifications effective the first full pay period on or after January 1, 2024.

1.25% market adjustment (PERS compensable) for Fire Engineer/Paramedic classification only effective the first full pay period on or after January 1, 2024.

Year 2: 4% cost of living adjustment (COLA) effective the first full pay period on or after July 1, 2024.

### **2.1.3 Paramedic Pay**

Fire Engineers and Fire Captains with (1) a current, valid California state paramedic license with San Diego County accreditation and (2) no outstanding or documented discipline issues related to performance as a paramedic with the Santee Fire Department receive an additional 4.5% in base salary (in exchange for eliminating paramedic bonus and paramedic differential pay effective July 1, 2005). Effective June 30, 2016 the Fire Engineer/Paramedic salary was increased by .5% and became recognized as a promotion.

### **2.1.4 Direct Deposit**

The City agrees to offer direct deposit to any three financial institutions able to accept Automated ClearingHouse (ACH).

## ***2.2 Time in Grade***

Each employee who is appointed to Firefighter Paramedic at Step C of the Firefighter salary range will be eligible to advance to Step D of the Firefighter Paramedic salary range upon completion of six (6) months of actual service, a satisfactory performance evaluation, and a score of 80% or higher on the 6 month exam. Eligibility for step increases within a range thereafter will occur at intervals of six (6) months effective on the salary anniversary date of the last increase. For details on eligibility to advance to each step within the Firefighter Paramedic Development Program, refer to Article 4.0 of this MOU and the Santee Fire Department Standard Operating Procedures (SOPs).

## ***2.3 Overtime***

### **2.3.1 Paid Leave Time**

Paid leave time (with the exception of sick leave effective September 22, 2016) shall be counted as hours worked for purposes of determining eligibility for overtime. Overtime will be paid at a rate equal to time and one-half.

### **2.3.2 Minimum Compensation**

Pre-approved, in-person overtime worked that is not an extension of a regular work shift shall be compensated at a minimum of two (2) hours. Remote attendance shall be compensated at a minimum of 15 minutes and shall be paid thereafter for actual time worked.

Remote work compensation will be for the full time allocated for pre-arranged meeting times (e.g., 1-hour pre-scheduled meetings lasting 45 minutes will be compensated at 1-hour).

### **2.3.3 Overtime at the End of Shift**

Overtime at the end of a shift will commence after seven (7) minutes and shall be paid thereafter for each quarter hour (or major fraction thereof) worked.

#### **2.3.4 Pay or Compensatory Time Off (CTO)**

- A. Employees covered under this agreement shall have the option of choosing pay or compensatory time off (CTO) when working overtime hours not generated by another employee utilizing CTO. The choice must be made at the time the overtime is worked.
- B. Employees working overtime as a result of another employee taking compensatory time off (CTO) are not allowed to elect compensatory time off, and must receive pay for the overtime worked.

#### **2.3.5 Compensatory Time Off (CTO)**

- A. All compensatory time off (CTO) will be computed and accrued at one and one-half (1 ½) times straight time.
- B. Employees may not use more than 240 hours of compensatory time off in a fiscal year, regardless of the fiscal year in which the CTO was accrued.
- C. Employees' CTO accrual balance may not exceed 108 hours, regardless of the fiscal year in which the CTO was accrued.
- D. The use of CTO will be at the request of the employee and at the discretion and approval of the appropriate Santee Chief Officer, using the same guidelines as provided for annual leave requests.
- E. Employees covered by this Memorandum of Understanding and assigned to a 40-hour week may accrue CTO to a maximum of 36 hours. All other provisions of accrual and use shall apply.

#### **2.3.6 Emergency Overtime - Travel Time**

Employees called to work emergency overtime will be paid travel time to work at a rate of one-half hour, no matter where the employee resides. Emergency overtime includes any unscheduled event where an employee is immediately needed and contacted after the start of the current shift and asked to report to work, regardless of the circumstances. (Examples include family illness, injury, strike team deployment, etc.) This provision will not apply to overtime requests that are made prior to the 0800 shift change (i.e. morning sick leave calls), or to circumstances where an employee is responsible for finding their own coverage to facilitate leave.

#### **2.3.7 Application of Overtime**

Effective September 22, 2016, for 24-hour shift personnel, overtime pay will apply to all time worked in excess of an employee's regularly scheduled shifts each pay period, less any sick leave taken during the pay period. Therefore, the number of hours of overtime pay earned during a pay period will be reduced by the number of hours of sick leave taken during that same pay period. Any such hours reported as sick leave that are used to offset overtime pay earned will be paid at straight time and will be deducted from the employee's accrued sick leave account. For applying this provision the pay period is deemed to begin at 8:00 am on alternating Thursday mornings in accordance with the City's payroll calendar. For employees on a 40 hour per week assignment overtime will apply to all time worked in excess of 40 hours per week, less any sick leave taken during the work week. Overtime pay applies to approved continuing education required for maintaining a California state paramedic license with San Diego County accreditation or EMT recertification tests, and required manipulative examinations. Overtime pay is not applicable to attendance at fire technology courses required for promotion, either mandatory or competitive. The City of Santee shall comply with the Fair Labor Standards Act as amended and as it applies to the fire service.

### **2.3.8 Court Appearances**

Any employee who is required to appear in court in connection with his/her employment shall be appropriately compensated.

### **2.3.9 Specialty Pay**

Employees granted a specialty assignment designated by the Fire Chief and converted to a 40-hour shift will be paid a 10% differential for the duration of the assignment. Authorized "shift-work" overtime shall be compensated at the employee's regular 56-hour pay rate.

## ***2.4 Acting Out-of-Rate Pay***

### **2.4.1 Acting Battalion Chief**

To be eligible to act as a Fire Battalion Chief, an employee must meet the following:

1. Fire Captains on the current Battalion Chief list, who have completed the BC Task Book and meet the educational requirements outlined in the most current version of the BC Task Book.
2. Fire Captains not on the current Battalion Chief list, but who have completed their BC Task Book and meet the educational requirements outlined in the most current version of the BC Task Book, can be approved to act as a Battalion Chief at the discretion and approval of the Fire Chief.
3. Assuming the minimum requirements are met, appointment to the acting position, and duration, is completely at the discretion of the Fire Chief.
4. The acting Fire Battalion Chief will be paid a base hourly rate that is equivalent to a base salary within the Fire Battalion Chief band that is equal to 16% more than their base salary as Fire Captain.

The Acting Fire Battalion Chief position is a temporary appointment by the Fire Chief and can range from part of a shift to an indefinite period of time.

### **2.4.2 Acting Fire Captain**

Any employee on the current or most recent Captain's promotional list who is assigned to work as Acting Fire Captain for a minimum of two (2) hours or more will be paid a differential for the full duration of hours so assigned. The amount of the differential is the difference between the hourly rates of top step (Step E) of Fire Captain and top step (Step E) of Fire Engineer, including any educational incentive.

### **2.4.3 Acting Fire Engineer**

Any Firefighter or Firefighter Paramedic who fulfills the necessary requirements per the Santee Fire Department SOPs and is assigned to work as Acting Fire Engineer for a minimum of two (2) hours or more will be paid a differential for the full duration of hours so assigned. The amount of the differential will be the difference between the hourly rate of top step (Step H) of Firefighter/Firefighter Paramedic and top step (Step E) of Fire Engineer, including any educational incentive.

### **2.4.4 Paramedic Differential**

Effective July 1, 2005, Paramedic Differential was eliminated in exchange for the increase in base



salaries as stated under Article 2.1.3 for Fire Engineers and Fire Captains who retain a current, valid California state paramedic license with San Diego County accreditation.

#### **2.4.5 Tiller Operator**

Effective July 6, 2023, Tiller Operator (DO) pay will be eliminated.

### ***2.5 Educational Incentive***

An educational incentive allowance shall be granted for the successful attainment as outlined in the table below:

<b># of Units/Type of Degree</b>	<b>Subject Area Eligible for Educational Incentive</b>	<b>Percent of Base Pay</b>
31 – 45 units	Fire Science	1.5%
46 units and over	Fire Science	3.0%
Associate's Degree	Any Associate's Degree from an accredited college	4.5%
Bachelor's Degree	Any Bachelor's Degree from an accredited college	6.0%

Educational incentive shall be paid upon attainment of Step Hand completion of two and one-half years of employment with the City of Santee Fire Department.

An official transcript from the college/university attended by the employee is required as proof of education. The official transcript should be sent directly to the Fire Operations Chief. The employee will be responsible for bearing the cost of ordering the transcript. After Fire Administration receives the official transcript, the proper paperwork will be prepared, the Fire Chief's approval will be obtained, and the request will be forwarded to Human Resources. The educational incentive will be effective on the day the official transcripts showing proof of eligibility are received in Fire Administration.

### ***2.6 Paramedic Bonus***

Effective July 1, 2005, the paramedic bonus was eliminated for all employees covered by this MOU. For Firefighter Paramedics the equivalent amount of \$1,000 is included in the base salary after successful completion of the first two years as a California state licensed paramedic with San Diego County accreditation working for the City of Santee, and successful advancement to Step E in the City of Santee salary schedules (Attachments A, B, C or D). For Fire Engineers and Fire Captains, the base salary increased as noted in Article 2.1.3 in exchange for the elimination of the paramedic bonus.

### ***2.7 Preceptor/Mentor Incentive***

Mentors and Preceptors in the paramedic program shall be paid Preceptor or Mentor Incentive pay in the amount of \$2,500 for each series of training completed for each Firefighter/Paramedic or Non-Safety Paramedic trainee assigned to the Preceptor/Mentor, as approved and required by the Fire Chief. Preceptor/Mentor assignments will be designated by the Fire Chief for the purpose of routinely and consistently training and mentoring new Firefighter/Paramedic employees or Non-Safety Paramedic trainees. Employees must achieve and maintain a satisfactory performance evaluation to be eligible for the stipend.

Stipends will be pro-rated as earned per shift as follows:

- Preceptor Pay: \$2,500 for 22 shifts of training, paid at the rate of \$113.64 per completed shift of training.
- Mentor Pay: \$2,500 for 12 shifts of training, paid at the rate of \$208.33 per completed shift of training.

The stipend shall be paid on a bi-weekly basis. Preceptor or Mentor Incentive pay is not reported to CalPERS as "compensation earnable" or "pensionable compensation". The stipend will be included in calculating the employee's hourly regular rate of pay pursuant to the Fair Labor Standards Act (FLSA).

### 2.8 *Longevity Certification Stipend*

The Longevity Certification Stipend shall be paid upon completion of ten (10) years of employment with the City of Santee Fire Department\* and successful attainment of California State Fire Marshal (CSFM) or other accepted accredited certification(s) as outlined below:

<b>Certification</b>	<b>Eligible Classifications</b>	<b>Percent of Base Pay</b>
Chief Officer	Fire Captain	<b>1.0%</b>
Fire/Company Officer	All classifications except Fire Captain	<b>1.0%</b>
CSFM Rescue & Technical - 5 Courses	All classifications	<b>1.0%</b>
Wildland - 5 Courses	All classifications	<b>1.0%</b>

Refer to the Longevity Certification SOP for approved courses.

Employees must achieve and maintain a satisfactory performance evaluation to be eligible for the stipend. The maximum percent payable is capped at 2.0% of base pay per member. 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 he or she qualifies.

Official certificates from accepted accredited agencies (approved by the Fire Chief) will be required to receive stipend pay. The employee will be responsible for obtaining certifications and bearing any applicable costs. Certificates should be sent directly to Fire Administration when an employee becomes eligible for the Longevity Certification Stipend. After Fire Administration receives the qualifying certification(s), the Fire Chief's approval will be obtained, the proper paperwork will be prepared, and the request will be forwarded to Human Resources. The Longevity Certification stipend will become effective upon the pay period following approval by the Fire Chief.

The stipend shall be paid on a bi-weekly basis. Longevity Certification pay is not reported to CalPERS as "compensation earnable" or "pensionable compensation". The stipend will be included in calculating the employee's hourly regular rate of pay pursuant to the Fair Labor Standards Act (FLSA).

\*Effective November 12, 2019, members who will complete ten (10) years of employment with

the City of Santee Fire Department by March 1, 2022 will be considered to have met the longevity requirement for eligibility for the stipend.

Effective the first full pay period on or after January 1, 2024, the Longevity Certification Stipend will be eliminated.

## **2.9 *Uniform Allowance***

### **2.9.1 Allowance**

The City agrees to pay six hundred fifty (\$650) per fiscal year in uniform allowance to each employee for the maintenance and purchase of Class A and B uniforms and other related uniform attire.

### **2.9.2 Payment**

The reimbursement shall be paid to each employee after the completion of initial probation (12 months) and will not require receipts. Effective with the first pay period ending on or after July 1, 2017, the annual uniform allowance shall be paid on a bi-weekly basis, approximately \$25.00 per pay period. The benefit will commence similarly every July 1<sup>st</sup> of subsequent years. The City will report to CalPERS the actual monetary value of the uniform allowance for SFFA covered CalPERS Classic Members. This excludes items that are solely for personal health and safety such as protective vests, pistols, guns, bullets, and safety shoes. The reported value shall not exceed \$650 per fiscal year. Under PEPRA, a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

## **2.10 *Promotions***

When promoting, the salary increase is to be at least 5% over the current regular salary. If the salary, upon promotion, is Step B or higher, the next raise will occur one (1) year from the anniversary date of the promotion and satisfactory performance evaluation.

## **CHAPTER 3.0 CONSTANT STAFFING**

### **3.1 *Constant Staffing Model***

The City of Santee and the Santee Firefighters' Association have adopted a staffing model of sixteen plus one per shift for staffing the Santee Fire Department. Under this staffing model the minimum daily staffing is sixteen. This model allows for over-staffing by one additional Firefighter Paramedic (seventeen) per shift for coverage of temporary vacancies for a total of seventeen full-time employees per shift. Temporary vacancies within the firefighter paramedic rank will first be filled utilizing the additional firefighter paramedic. Examples of temporary vacancies include, but are not limited to, vacancies created by sick leave, vacation, workers' compensation and leave of absence. The seventeenth position shall not be used to fill reimbursable overtime.

### **3.2 *Normal Staffing Level***

The City and Association agree that the normal staffing level of permanent full-time staff will be equal to the minimum number of positions the City budgets as on duty (currently 48) plus one firefighter paramedic per shift. (Example: If the City budgets to have 48 suppression staff on duty, there will be no more than 51 full time positions; 51 full time positions equates to 16 minimum plus one for a total of 17 uniformed suppression staff on-duty per shift unless a temporary vacancy

exists in the firefighter paramedic rank which will decrease the staffing to sixteen. The City will only hire a full-time position beyond the normal staffing level when the Fire Chief has a reasonable expectation that a position will become vacant within the next four months due to a planned retirement.

Absent "catastrophic circumstances", the City will fill all 16 minimum staffing positions daily. The parties agree that staffing levels not otherwise agreed upon in this MOU are a management right. This right includes determining the number of budgeted positions.

## **CHAPTER 4.0 PROBATIONARY PERIOD, TIME IN GRADE & CERTIFICATION PROCEDURES**

### ***4.1 Purpose and Duration of Probation***

The purpose of probation is to give the City an opportunity to evaluate an employee's performance prior to the employee entering regular status. After accepting an original or promotional appointment with the City of Santee Fire Department, each employee shall serve a probationary period of twelve (12) months of service. Regular status shall commence on the day following the expiration of a probationary period. During this probationary period, the employee's performance shall be evaluated at least twice at or just before six and twelve months.

### ***4.2 Original Probationary Appointments***

#### **4.2.1 Zero to Six Months**

Effective July 1, 2023, probationary Firefighter Paramedics will be placed at Step C of the Firefighter salary range. Thereafter, probationary Firefighter Paramedics must complete the following requirements during the first six (6) month period:

1. Successfully complete a paramedic evaluation on an ambulance, if assigned.
2. Successfully complete a recruit academy, if assigned.
3. Complete the ambulance driver training process and become certified by the end of this six (6) month period.

After successfully completing the above requirements, probationary Firefighter Paramedics will be advanced to Step C of the Firefighter Paramedic salary range. Failure to complete the above requirements will result in a failure of probation.

1. Successfully pass a 6-month written and manipulative examination, attaining a minimum score of 80% on each portion on the first attempt.  
*Note: The candidate must pass the written portion of the test prior to taking the manipulative portion.*
2. Receive a "Competent" or better Employee Performance Evaluation.

After successfully completing the above requirements, probationary Firefighter Paramedics will be advanced to Step D of the Firefighter Paramedic salary range. Failure to complete the above requirements will result in a failure of probation.

#### **4.2.2 Six to Twelve Months**

After successful advancement to Step D, probationary Firefighter Paramedics must complete the following requirements during the second six (6) month period:

1. Successfully pass a 12-month written examination, attaining a minimum score of 80% or better on the first attempt. \*
2. Successfully pass a 12-month manipulative examination, attaining a minimum score of 80% or better on the first attempt.
3. Receive a "Competent" or better Employee Performance Evaluation.

*\*The 12-month written and manipulative exams shall be administered no sooner than forty-five (45) calendar days prior to the end of probation and no later than 15 calendar days prior to the end of probation. If these tests are not completed prior to the end of probation, the City reserves the right to extend probation pursuant to Section 4.5 of this MOU.*

After successfully completing the above requirements, probationary Firefighter Paramedics are eligible to advance to Step E and the probationary period will be complete. Failure to complete the above requirements will result in failure of probation.

#### **4.3 Promotional Probationary Appointments**

For promotional appointments to all other positions covered by this MOU, promotional probationary employees will be evaluated at least twice at or just before six and twelve months. The results of these evaluations shall be discussed with the employee.

#### **4.4 Extension of Probationary Period**

The probationary period may be extended by the Fire Chief and the Human Resources Director. The employee will be notified in writing of the extension of his/her probationary period prior to the end of the original probationary appointment.

- A. *Original Probationary Employees - Extension of Probationary Period:*  
Original Probationary Employees absent for eight (8) regular duty shifts or more may have their probationary period extended for the same duration as their absence.
- B. *Promotional Probationary Employees – Extension of Probationary Period:*  
Promotional Probationary employees absent for twenty (20) regular duty shifts or more may have their probationary period extended for same duration as their absence.

#### **4.5 Notification of Extension**

If a probationary employee's work merits an extension, the employee has been absent longer than the time specified in Article 4.4, or the requirements in section 4.2.2 have not been satisfied, the Fire Chief shall notify the Director of Human Resources of his or her intention to extend the employee's probationary period. After discussion with the Director of Human Resources, the Fire Chief shall notify the employee in writing of the extension of the original probationary period prior to the end of the original probationary period.

#### ***4.6 Rejection During Probation***

An employee who does not successfully pass his/her original probationary appointment may be rejected at any time by the Fire Chief without the right of appeal, except as provided by law. An employee who does not successfully pass his or her promotional probationary appointment shall be reinstated to the position in which the employee held regular status prior to his or her promotion. If the employee was serving a probationary period at the time of promotion, the employee shall be reinstated to probationary status in the prior classification, and the remainder of that period shall be served. However, if the cause for not passing the promotional probationary period is sufficient grounds for further discipline and/or dismissal, the employee shall be subject to the discipline and/or dismissal process without being reinstated to the original lower position.

#### ***4.7 Notification of Rejection***

If a probationary employee's work is not satisfactory, the Fire Chief shall notify the Director of Human Resources. After discussion with the Director of Human Resources, the Fire Chief shall notify the employee of his or her rejection prior to the end of the original probationary period.

#### ***4.8 Time in Grade -Additional Step Increases***

Firefighter Paramedics will be eligible to advance from Steps E through H at a minimum of six-month intervals through completing the step process outlined in the Fire Department SOPs. Each step increase requires passing both a written and manipulative examination with a minimum 80% score and receiving an overall Competent or better performance evaluation.

The written portion of the test must be successfully passed first to be allowed to take the manipulative portion. In the event that a score of less than 80% is attained on the written portion of the examination, the Firefighter Paramedic will be given one (1) additional try with an alternate examination no sooner than 15 calendar days but no later than 60 calendar days from the date of the failed exam, which must also be passed with a minimum score of 80%.

In the event that a score of less than 80% is attained on the manipulative portion of the examination, the Firefighter/Paramedic will be given one (1) additional try with an alternate examination no sooner than 15 calendar days but no later than 60 calendar days from the date of the failed exam, which must also be passed with a minimum score of 80%.

In addition, the employee must receive a Competent or better performance evaluation to advance to the next step. Employees receiving an PN performance evaluation shall be given a performance plan re-evaluated on an interim basis at a minimum of every two months from receipt of the PN evaluation but no longer than 90 days. If the employee does not show improvement based on the performance plan after 90 days, the progressive discipline process will begin.

The effective date of advancement to the next step will occur after completing and successfully passing both exams and receiving a competent or better performance evaluation.

## **4.9 Certification Procedures**

### **4.9.1 City of Santee Personnel Rules – Certification Procedures**

The City of Santee Personnel Rules shall apply to the recruitment and selection process of all positions covered by this MOU, with the exception of how names are certified from open-competitive and closed-promotional eligibility lists and re-employment lists for Fire Engineers and Fire Captains.

### **4.9.2 Certification Lists – The Rule of Three Defined**

The top three (3) names, plus additional names if tie scores necessitate such action, may be certified from either an open-competitive or closed-promotional eligibility list. In addition, names on the valid re-employment list for the vacant classification may be added to the certification list.

### **4.9.3 Application of the Rule of Three**

The “Rule of Three” shall be used exclusively and only apply when certifying lists for the positions of Fire Engineer and Fire Captain and shall include Acting appointments. Certification procedures for the position of Firefighter Paramedic shall follow City of Santee Personnel Rules.

## **CHAPTER 5.0 LEAVE**

### **5.1 Annual Leave**

#### **5.1.1 Accrual**

All uniformed shift personnel shall be entitled to annual leave accrued on a bi-weekly basis or per pay period beginning with hire date. Total hours to be accrued are displayed in the following table:

<b>Years of Service</b>	<b>Bi-weekly Accrual</b>	<b>Total Annual Hours</b>	<b>Maximum Accrual</b>
0 to 5 years	11.54 hours	300 hours	600 hours
6 to 9 years	12.00 hours	312 hours	624 hours
10 to 14 years	12.92 hours	336 hours	672 hours
15 to 19 years	13.84 hours	360 hours	720 hours
20 or more years	14.76 hours	384 hours	768 hours

#### **5.1.2 Maximum Accrual**

Employees will be allowed to accumulate a maximum of two-times annual accrual. When employees reach the maximum accrual, they will not accrue additional leave until they use some leave and the balance falls below the maximum.

#### **5.1.3 Annual Leave Increments**

For uniformed shift personnel, annual leave will be deducted for time off that the employee would have been on duty according to the regular schedule. Annual leave may be used in increments down to one-quarter (1/4) hour.

**5.1.4 "40 Hour" Personnel - Total Annual Hours**

"40 hour" personnel shall be entitled to annual vacation as follows:

Years of Service	Bi-weekly Accrual	Total Annual Hours	Maximum Accrual
0 to 5 years	5.23	136	272
6 to 9 years	5.42	141	282
10 to 14 years	5.85	152	304
15 to 19 years	6.46	168	336
20 or more years	7.08	184	368

**5.1.5 "40 Hour" Personnel - Holidays**

All "40" hour personnel shall be entitled to these eleven (11) holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day. If any of these fall on a weekend, the same day shall be taken off as the general City employees take.

**5.1.6 Seniority in Scheduling Vacation Months**

Vacation months are to be scheduled on the basis of seniority of length of service with the Department.

**5.1.7 Scheduling Annual Leave**

Scheduling of annual leave shall be regulated by the administration through the SOPs, so as not to impair the efficiency of the Department.

**5.1.8 Days in Lieu of Holidays**

Article 5.1.1 above includes vacation and holiday hours.

**5.1.9 Annual Leave Adjustments**

- A. All personnel reassigned from shifts to days shall have their annual leave adjusted as follows:

Years of Service	Multiply By:
0 to 5 years	.4532
6 to 9 years	.4520
10 to 14 years	.4524
15 to 19 years	.4666
20 or more years	.4792



- B. All personnel reassigned from days to shifts shall have their annual leave adjusted as follows:

Years of Service	Multiply By:
0 to 5 years	2.2065
6 to 9 years	2.2127
10 to 14 years	2.2105
15 to 19 years	2.1429
20 or more years	2.0869

#### **5.1.10 Annual Leave Conversion to RHSA**

An employee, upon retirement or any type of separation, will convert 100% of their remaining annual leave balance to the Retirement Health Savings Account. No cash will be given in lieu of converting eligible annual leave hours to the employee's RHSA.

### **5.2 Sick Leave**

#### **5.2.1 Accrual**

All uniformed shift personnel shall be entitled to twelve (12) hours per calendar month of sick leave accrued at a rate of 5.54 hours per bi-weekly pay period from date-of-hire. Effective September 22, 2016 all uniformed shift personnel shall be entitled to sixteen (16) hours per calendar month of sick leave accrued at a rate of 7.38 hours per bi-weekly pay period from date- of-hire. Sick leave will accumulate if not taken. There is no limit to sick leave accumulation.

#### **5.2.2 "40 Hour" Personnel**

"40" hour personnel will be entitled to eight (8) hours of sick leave per calendar month accrued at a rate of 3.69 hours per bi-weekly pay period. Sick leave will accumulate if not taken. There is no limit to sick leave accumulation.

#### **5.2.3 Sick Leave Adjustments**

All personnel reassigned from shifts to days shall have their sick leave total adjusted by multiplying by .5. All personnel reassigned from days to shifts shall have their sick leave total adjusted by multiplying by 2.0. Prior to retirement, personnel who are working on days will have their sick leave total adjusted back to the shift total for those hours earned while working on a shift by 2.0, and then adding the additional accrued hours earned while working days (after deducting any hours that were used while working days). If an employee has used more hours of sick leave on days than were earned, all remaining hours will be multiplied by 2.0 to convert sick leave back to shift total.

#### **5.2.4 Parental Leave**

Personnel shall be allowed parental leave related to the birth or adoption of a child of up to seventy-two (72) hours to be deducted from accumulated sick leave.

#### **5.2.5 Family and Medical Leave Act**

Family leave shall be provided in accordance with the requirements of the federal Family and Medical Leave Act (FMLA), and the City of Santee's most recent policy on FMLA.

### **5.2.6 Labor Code §4850**

Sick leave may not be used in conjunction with, to augment or as a replacement for Industrial Injury Leave as provided for by Labor Code §4850.

### **5.2.7 Annual Sick Leave Conversion to Retirement Health Savings Account (RHSA) Contribution**

An employee using 48 hours or less of sick leave in a fiscal year may convert up to 24 hours annually. An employee who uses between 49 and 71 hours of sick leave may convert the difference between 72 hours and the amount of sick leave taken up to a maximum of 24 hours. For example, if an employee uses 48 hours or less of sick leave, he or she is eligible to convert 24 hours (72 minus 48). If 49 hours of sick leave are used, he or she is eligible to convert 23 hours of sick leave (72 minus 49). If 71 hours of sick leave are used, he or she is eligible to convert 1 hour of sick leave (72 minus 71). The employee must maintain a minimum balance of 504 hours of sick leave. Parental leave and/or leave protected under the FMLA will not count toward hours of sick leave used when determining the number of hours of sick leave taken in a year and eligibility for this benefit. No cash will be given in lieu of converting eligible sick leave hours to contribute to the RHSA.

### **5.2.8 Sick Leave Conversion to RHSA**

An employee, upon service retirement only, may convert to cash, 50% of their remaining sick leave balance up to \$6,000, of which 100% of the conversion to cash must be placed into the employee's Retirement Health Savings Account. No cash will be given in lieu of converting eligible sick leave hours to the employee's RHSA.

## **5.3 *Other Leave***

### **5.3.1 Trading of Shifts**

Shifts may be traded by means of personal time trade. All out of rate shift trades must be approved by a Santee Chief Officer, who shall review the schedule to ensure it will not cause known additional overtime. Personal time trades must be paid back within one (1) year of the date of the first trade. The City and Association agree to follow the guidelines on personal time trades as delineated in the Santee Fire Department SOPs.

### **5.3.2 Leave without Pay**

Personnel may request time off without pay, at the discretion of the City, pursuant to the City of Santee Personnel Rules.

### **5.3.3 Detached Duty**

Upon approval of the Fire Chief, personnel may be allowed detached duty for Department business or activities the Fire Chief feels would directly benefit the Department.

### **5.3.4 Forwarded Leave**

Effective July 1, 2015, the Fire Chief can no longer forward time off to an employee. Example: Sick leave.

### **5.3.5 Bereavement Leave**

Personnel having a death in the immediate family (this means wife, husband, children, father, mother, brother, sister, mother or father-in-law, grandparents, grandparents-in-law, stepparents, or stepbrothers and stepsisters) (this means wife, husband, domestic partner, children, stepchild, grandchild, brother, stepbrother, sister, stepsister, parent, guardian, stepparent, foster parent or grandparent, grandparents-in-law or any person serving as a parent living in the same household) shall have a bereavement leave up to three (3) shifts, which will not be deducted from an employee's sick leave balance.

### **5.3.6 Military Leave**

Personnel are allowed up to 30 calendar days of orders each fiscal year as required by law. The number of paid leave days may vary depending on the dates of military orders and the employee's shift schedule, but pay is not to exceed 30 days in any one fiscal year, pursuant to the Military & Veteran's Code § 395.01. (For example, if an employee is called to active duty for 90 days, he or she will receive one month's salary or the equivalent to 10 shifts).

### **5.3.7 Jury Duty**

Every regular and probationary employee of the City who is required to report for jury duty shall be entitled to be absent from duties with the City during the period of such service. No deduction shall be made from the salary of an employee while on jury duty if he/she remits to the City all pay received for jury duty (except mileage), the original summons for service, and the official court jury duty timecard. If the employee does not remit to the City all required items, he/she shall be paid only for the actual hours worked in his/her regular position on the day(s) of jury service, if any.

The City will compensate employees for travel time to and from jury service, not to exceed a total of one (1) hour per day of jury service regardless of where the employee lives and regardless of the location of jury service. If the employee's jury service is less than a full workday, the employee is expected to return to work or use accrued leave with pre-approval from his or her supervisor for the remainder of the regularly scheduled shift. Employees will not be compensated for jury duty on a day off or compensated for travel to and from jury duty on days off. If time spent at jury service or the related travel time results in overtime, the City will not compensate the employee for such hours.

### **5.3.8 Catastrophic Leave**

Pursuant to the City of Santee Human Resources & Risk Management Policy Catastrophic Leave Bank, regular employees in a permanent position eligible for benefits and have exhausted all accrued paid leave time, may be eligible for catastrophic leave due to a life-threatening illness or severely incapacitating injury that is expected to incapacitate an employee or eligible member of his or her family. See the Human Resources & Risk Management Policy for more guidelines on donating to the Catastrophic Leave bank or for qualifications of eligibility.

## CHAPTER 6.0 RETIREMENT BENEFITS

### ***6.1 California Public Employment Retirement System (CalPERS) Program***

The City of Santee has contracted with CalPERS for the retirement benefits listed below.

#### **6.1.1 Classic Tier 1 and 2- Formula & Benefits:**

1. Retirement Formula; Employee Contribution: Fire safety employees hired prior to January 19, 2012 are considered "Classic Tier 1" members of CalPERS. By contract, the City and Classic Tier 1 employees participate in the "3% at age 50" retirement formula. The applicable employee contribution, paid in full by Classic Tier 1 employees pursuant to pre-tax payroll deduction, is nine percent (9%).

Fire safety employees hired on or after January 19, 2012 but prior to January 1, 2013, and fire safety employees hired on or after January 1, 2013 that are designated as classic members by CalPERS, are considered "Classic Tier 2" members of CalPERS. By contract, the City and Classic Tier 2 employees participate in the "3% at age 55" retirement formula. The applicable employee contribution, paid in full by Classic Tier 2 employees pursuant to pre-tax payroll deduction, is nine percent (9%).

2. Cost-Sharing of City CalPERS Contribution: Upon ratification of this Agreement, the City shall implement cost-sharing pursuant to the terms set forth below to offset a portion of the City's employer contribution to CalPERS for retirement benefits as authorized under Section 20516(f) of the Government Code.

The employee cost-sharing contribution will be accomplished pursuant to Section 20516(f) of the Government Code. Cost-sharing contributions made pursuant to Section 20516(f) remain characterized as employer contributions by CalPERS and, therefore, will not be allocated to the employee's retirement account. Cost-sharing contributions will be deducted from wages on a pre-tax basis during the term of this Agreement.

Effective June 27, 2019, Classic Tier 1 and Classic Tier 2 employees shall contribute, through payroll deduction, an additional three percent {3%} of "compensation earnable", for a total contribution of 12%, towards CalPERS retirement.

3. Post Retirement Survivors Allowance (PRSA) 50%, Sections 21624 and 21626 and PRSA Continuance, Section 21635 - Upon the death of a retiree, 50% of the unmodified allowance, will continue to an eligible survivor. The PRSA payable to surviving spouses upon the death of a retiree will not cease upon remarriage of the surviving spouse.
4. 1959 Survivor Benefit (Pre-Retirement), including Indexed Level, Section 21574.5 - This provision provides 1959 Survivor Benefits to survivors of a member who dies prior to retirement and is not covered by Social Security. The Indexed level includes an automatic cost-of-living feature to avoid erosion due to inflation.

5. Retired Death Benefit (DB) \$500, Section 21620 and DB Continues, Section 21551 - Section 21620 provides that upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate. Section 21551 provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
6. Credit for unused sick leave, Section 20965 -Any unused sick leave days will be converted to service credit at the rate of .004 years of service for each day of sick leave provided there is less than 120 days between the member's separation date and retirement date.
7. For Classic Tier 1 employees, final compensation is the average full-time monthly pay rate for the highest 12 consecutive months, Section 20042. For Classic Tier 2 employees, the final salary will be calculated using thirty-six (36) highest paid consecutive months.
8. Military Service Credit as Public Service, Section 21024- a member may elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment.
9. All CalPERS retirement benefits for employees hired on or after January 1, 2013, who are considered "new members" under PEPRA are subject to the mandatory provisions outlined in PEPRA, including the mandatory retirement formula and mandatory employee contributions for new members.

## ***6.2 Advanced Disability Pension Payments***

City agrees to implement California Labor Code Section 4850.3 with reference to Industrial Disability Retirements. This section provides a mechanism whereby the City can make advanced disability pension payments to any Association member who has qualified for benefits under Section 4850 and is approved for a disability allowance.

## ***6.3 Deferred Compensation***

City agrees to offer a voluntary deferred compensation plan to Association members. City agrees to consider and discuss options with the Association as long as the Association contacts the City at least ninety (90) days prior to the renewal of the current exclusive provider agreement.

## ***6.4 Retirement Health Savings Account (RHSA)***

City agrees to implement and administer a retirement health savings account program. Participation is mandatory for all members of the Santee Firefighters' Association. Effective July 1, 2013, the City will contribute 2% of base salary, on a bi-weekly ongoing basis, for all members covered by this MOU. Additional contribution amounts by unit members will be determined by the Santee Firefighters' Association. The contribution amounts by unit members shall not be changed more than once per fiscal year.

## CHAPTER 7.0 INSURANCES

### *7.1 Life Insurance & Accidental Death and Dismemberment Insurance*

The life insurance paid for by the City and the Accidental Death & Dismemberment (AD&D) insurance paid for by the City on uniformed members shall be the plan adopted for other City employees. The basic benefit level of each of these plans approximates one times annual salary up to a maximum of \$50,000, or the same as the City's plan for its miscellaneous employees.

### *7.2 Medical and Dental Insurance*

Effective January 1, 2018, medical insurance costs became shared between the City and employee as follows:

	<u>City Contribution</u>	<u>Employee Contribution</u>
Employee Only	100% of premium	0% of premium
Employee+ Spouse	85 % of premium	15 % of premium
Employee + Children	85 % of premium	15 % of premium
Employee + Spouse & Children	75 % of premium	25 % of premium

Employees will be allowed to opt out of the group medical plan with proof of other coverage. The members covered by this MOU are covered by the City's Dental Plan at the same cost sharing as other employees (effective July 1, 2017).

### *7.3 Retiree Medical Insurance*

#### **7.3.1 General Statement**

All retirees have the right to remain on the City's medical insurance plan as provided to employees and at the same rates as active employees. Medical Insurance options available to retirees upon reaching age 65 are delineated in the Side Letter dated May 21, 1996 to the Memorandum of Understanding (Attachment B).

#### **7.3.2 Hired Before 6/30/85 & Retired before 8/1/86**

Retirees from the City or Fire District on or before June 30, 1985, and unit employees who retire before 8/1/86 - the City shall pay the full premium towards a medical plan providing comparable coverage to that contained in the plans in existence June 30, 1985.

#### **7.3.3 Hired by 6/30/85 & Retired On or After 8/1/86**

Unit members employed as of June 30, 1985, who retire on or after 8/1/86 - The City shall contribute a maximum of \$182 per month towards a City medical plan providing benefits comparable to those found in the plans existing on June 30, 1985. Any premium in excess of \$182 shall be borne by the retiree. Payments made by the City are subject to IRS reporting requirements.

#### **7.3.4 Initial Hire on or After 7/1/85**

Unit members whose initial employment begins on or after July 1, 1985 - upon retirement shall be entitled to participate in the City's medical insurance program at their own expense.

#### **7.3.5 Retirees Residing Outside the Service Area**

The City will make reasonable attempts to secure insurance options with the current insurance carrier for Retirees residing outside the San Diego or Riverside County service areas which are comparable to the medical insurance options available to Retirees residing within the service areas. In the event the rates for Retirees residing outside the service area are higher than those for Retirees within the service area, the Retiree shall be responsible for paying the difference, in addition to what they are required to pay as stated above. In the event the City is unable to secure comparable medical insurance options for Retirees residing outside the service areas, the Retirees will be terminated from the City's medical insurance coverage and may not re-enroll. The City will provide the cash value of the benefit, per Articles 7.3.2 and 7.3.3, to the Retiree no longer on the City's medical insurance plan. The cash value will be paid to the Retiree quarterly.

#### **7.3.6 Retirees - Option to Terminate Insurance**

Any Retiree who qualifies for insurance assistance per Articles 7.3.2 and 7.3.3 regardless of residency may opt to terminate participation in the City's medical insurance and will continue to receive the cash value of the benefit. Once a Retiree withdraws from the City's medical insurance plan, the Retiree may not re-enroll.

#### **7.3.7 Definition of Survivor Relationship**

If an active employee, who was employed prior to 6/30/85, dies and the death is determined to be work related, the City will continue to contribute towards medical insurance, at the maximum rate of \$91, for one dependent as long as the dependent meets the definition of dependent, which is a spouse that has not remarried or a child until the age of 26.

When a retired employee dies, the City will continue the medical insurance for one dependent. The maximum rate the City will pay is as follows:

1. Retired prior to August 1, 1986 - full premium for one dependent (see statement above).
2. Employed prior to June 30, 1985, and retired after August 1, 1986 - \$91.

If the dependent is a spouse, the coverage will continue until the spouse remarries or dies. If the dependent is a child, the child will be eligible until age 26. Retirees whose initial hire date is on or after June 30, 1985 shall not be eligible for this benefit.

### **7.4 Long Term Disability (LTD)**

#### **7.4.1 LTD Plan**

Association is responsible for contracting, buying, enrolling new employees in, and the administration of the LTD plan. The employee may utilize sick leave to make up for any difference in salary. An employee may charge up to a maximum of ninety (90) calendar days of sick leave for any one incident of a non-industrial injury or illness. When the 91<sup>st</sup> day of the sick leave occurs, an eligible employee must transfer, if approved, to the Association's Long Term Disability (LTD)

Program. The employee shall remain on LTD until such time as the employee is released to full duty. If the employee is precluded from performing the substantial range of job duties, the employee may remain on LTD in conformance with the benefits provided by the plan and he/she may be retired or terminated at that time. Employee shall accrue medical, dental and life benefits, while on LTD.

Within two weeks of an LTD claim being filed, the employee is responsible for providing Human Resources with the information necessary to coordinate employment and payroll matters potentially impacted by the claim. Such information includes, but is not limited to, dates of leave, LTD eligibility date, specific plan benefit (i.e., 50/50 integration) and monetary amounts received from the Plan Administrator. Providing this information to Human Resources will streamline approval from the LTD Plan Administrator as well as enable efficient City payroll processing.

#### **7.4.2 City Monthly Contribution to LTD Plan**

For each employee, the City will contribute a monthly amount to the employee's taxable income equal to the current LTD monthly premium, not to exceed \$30 per employee per month. City will make a taxable deduction of the monthly amount of the premium for each employee and include in the monthly Association dues payment.

#### **7.4.3 CalPERS Retirement Service Credit & City of Santee Contributions**

Pursuant to and in compliance with the California Public Employees' Retirement Law, employees on the LTD Plan using sick leave to make up the 50% difference in base pay will continue to accrue service credit towards his or her CalPERS retirement. In addition, the City will continue to make contributions to CalPERS based on the 50% of sick leave used by the employee while he or she is on the LTD Plan.

#### **7.4.4 Deferred Compensation**

When an employee, on LTD ceases to accrue PERS service credit, City will contribute to the employee's City sponsored deferred compensation plan an amount equivalent to total PERS contribution not to exceed the IRS retirement plan contribution limits annually, on a calendar year basis. City payment will be made once each calendar year by 12/31. This payment will be calculated at end of the LTD term, or annually, as appropriate.

### ***7.5 Optional Insurance Programs***

Optional insurance programs may be offered by the City. Voluntary benefits will be made available to all members covered by this MOU at the same terms as other City employees. As the voluntary benefits and providers evolve over time, members may contact Human Resources for specific plan information.

#### **7.5.1 Employee Assistance Program (EAP)**

This program provides a free, confidential assessment and referral service to employees and their families for a wide range of personal and professional issues, including divorce, eating disorders, legal problems, grief and loss, debt counseling, drug and alcohol abuse, family conflict, domestic violence, etc.

#### **7.5.2 Flexible Spending Accounts - Section 125**

This benefit allows employees to set aside pre-tax dollars for a variety of services including



child/dependent care, medical reimbursement, and individual insurance premiums.

## **CHAPTER 8.0 HOURS & SCHEDULES**

### ***8.1 Hours of Work and Basic Work Week***

Employees covered by this Agreement will work one of two schedules depending on assignment:

1. 40-Hour Personnel: The standard work week is five (5) eight (8) hour days, Monday through Friday, for which the starting time is 0800; ending is 1700. At the discretion of and with approval from the Fire Chief, 40-hour personnel may also have the option to work an alternative work schedule such as the "9/80" schedule with every other Friday off, or a "4/10" schedule with every Friday off. Refer to City APM 01-1 or the most recent APM on "9/80 Work Schedule" for guidelines and more information on this schedule.
2. 24-Hour Shift Personnel: The work week is 56 hours per week averaged on a calendar year basis. The basic schedule shall be a three (3) platoon fifty-six (56) hour schedule consisting of four (4) twenty-four (24) hour shifts each separated by twenty-four (24) hours off duty followed by four (4) consecutive days off, followed by four (4) twenty-four (24) hours shifts each separated by twenty-four (24) hours off duty, followed by six (6) consecutive days off. This schedule recurs on a regular twenty-four (24) day cycle.

### ***8.2 Early Reliefs and Personal Time Trades***

Early reliefs and personal time trades will be allowed by Company Captains as governed by the Department SOPs. Early reliefs and personal time trades for Captains and Acting Captains must be approved by the appropriate Santee Chief Officer.

## **CHAPTER 9.0 EMPLOYEE PERFORMANCE EVALUATIONS**

### ***9.1 Purpose***

The purpose of employee performance evaluations is threefold. First, it aids supervisors and/or Company Officers, Division Chiefs, the Fire Chief and the City Manager in reviewing an employee's productivity, the quality and quantity of his/her output, attitude, working relationships and growth on the job. Second, it assists individual employees in achieving maximum work output by establishing work standards and objectives, reviewing progress toward goals and planning the employee's future development. Third, performance evaluations identify those whose performance needs improvement and those who exceed standards.

### ***9.2 Schedule***

Performance evaluations for Firefighter Paramedics in the Firefighter Paramedic Development Program shall be prepared and completed in accordance with the schedule outlined in Chapter III (Hiring, Development, Promotion) of the Santee Fire Department SOPs.

Performance evaluations for all other fire personnel shall be prepared within fifteen (15) working

days of the employee's salary anniversary date each year.

Supervisors are authorized to evaluate a subordinate's performance as often as the supervisor deems appropriate or at the request of an employee.

### ***9.3 Authority to Complete Performance Evaluations***

The Fire Chief shall have the authority to complete evaluations of performance. However, he or she may delegate such authority to subordinate supervisors who are most familiar with the work of the employees to be evaluated. The Fire Chief shall review and approve all performance evaluations of personnel under his or her authority.

### ***9.4 Routing and Approval Process for Performance Evaluations***

Performance evaluations shall be prepared by the assigned Fire Captain. The Fire Captain shall route the performance evaluation to his or her assigned Battalion Chief for review and approval. The Fire Chief shall then review and approve the performance evaluation and send to the Human Resources Department for review and approval. Human Resources may forward the performance evaluation to the City Manager for review. The performance evaluation will be sent back to the Fire Captain who will review the evaluation in a private meeting with the employee.

The employee shall sign the performance evaluation to acknowledge that the employee is aware of its contents and has discussed the evaluation with his or her supervisor. The employee's signature on the evaluation does not necessarily indicate agreement with its contents. The employee will receive a copy of the evaluation after the meeting with the supervisor and a copy of the evaluation will be placed in the employee's personnel file.

### ***9.5 Appeal***

#### **9.5.1 Appeal Process**

An employee may appeal an overall rating of Progress Needed for a performance evaluation by submitting a written request of appeal to the Fire Captain who prepared the performance evaluation and to the employee's Battalion Chief within seven (7) calendar days after receipt of the final performance evaluation routed under Section 9.4 of this MOU. The Battalion Chief will arrange a meeting with the employee and the Fire Captain who prepared the performance evaluation to discuss the employee's request of appeal. The meeting shall take place within fourteen (14) calendar days of receipt of the employee's written request. If the employee is not satisfied with the result of the meeting with the Fire Captain and Battalion Chief, he or she may request to meet with the Fire Chief. The Fire Chief may investigate further the facts presented by the employee on the performance evaluation and render a decision on the ratings.

If the employee is still not satisfied with the decision of the Fire Chief, he or she may request in writing a meeting with the City Manager within fourteen (14) calendar days of receipt of the Fire Chief's decision to discuss and review the employee's performance evaluation and overall rating. The City Manager will hear the appeal and then reaffirm, modify or revoke the performance evaluation issued by the Fire Chief based on his or her findings. The decision of the City Manager is final. The final performance evaluation will be placed in the employee's personnel file.

### **9.5.2 Written Comment**

Pursuant to the Firefighter Procedural Bill of Rights Act, the employee shall have 30 days within which to file a written response to any adverse comments in the performance evaluation which will be placed in his or her personnel file. The written response shall be attached to and accompany the performance evaluation (GC 3256).

## **CHAPTER 10.0 DISCIPLINE**

### ***10.1 Purpose***

It is expected that all City employees shall render the best possible service and reflect a positive image on the City. Therefore, high standards of professional and personal conduct are essential. When an employee's performance or conduct is deemed improper, disciplinary action is necessary to correct deficiencies, to assure improvement to meet appropriate standards and/or to correct for violations against City or Fire Department Rules. Grounds for discipline include failing to meet any of the stated employee conduct rules found in City of Santee Personnel Rule **11.0**.

### ***10.2 Disciplinary Action***

When disciplinary action occurs, the affected employee shall be informed in writing of all reports, memorandums and/or records placed in his/her personnel file. Listed below are the disciplinary actions which may be utilized by a supervisor or Fire Chief. Failure to correct deficiencies and/or improve to meet standards may result in further discipline. All provisions of this section comply with the Firefighters Procedural Bill of Rights Act (Government Code, Section 3250-3262).

#### **10.2.1 Oral Reprimand**

A supervisor may orally communicate to the employee the deficiency or problem observed. The facts of the oral reprimand shall be put in writing, but noted as an oral warning, and placed in the employee's personnel file.

#### **10.2.2 Written Reprimand**

A written reprimand may be prepared by a supervisor and a copy shall be placed in the employee's personnel file after it has been discussed with the employee and after the employee has an opportunity to sign the written reprimand. A copy shall also be given to the employee.

#### **10.2.3 Suspension**

The Fire Chief may suspend an employee without pay for up to thirty (30) calendar days for disciplinary purposes. An employee suspended without pay shall not accrue sick leave, vacation or any other benefit which normally accrues based on time worked.

#### **10.2.4 Reduction in Pay**

The Fire Chief may reduce an employee's pay to a lower step within a range or lower part of band as a disciplinary action.

#### **10.2.5 Demotion**

An employee may be disciplined through demotion by the Fire Chief. No employee shall be demoted to a position which is not available and for which he/she does not possess the minimum

qualifications.

#### **10.2.6 Dismissal**

A regular employee may be dismissed for disciplinary purposes by the Fire Chief. A probationary employee may be dismissed at any time during the probationary period without cause or the right to appeal.

### ***10.3 Notification of Proposed Disciplinary Action***

When the disciplinary action to be taken includes reduction in pay, suspension, demotion, or termination, the affected employee shall be given written preliminary notice of the intention to impose the disciplinary action. If the good of the service demands immediate action, written notice shall be given as soon as possible under the circumstances. Notification shall include:

- a. Written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action will be taken.
- b. Any known written materials, reports, or documents upon which the action is based.
- c. The employee will also be provided with his or her rights to respond to the proposed charges, and given a time and date to respond orally or in writing (at least 7 calendar days after the employee receives the notice).
- d. All disciplinary actions against probationary and non-permanent employees do not call for notification, review, or appeal.
- e. The employee's rights of appeal to the City Manager.

### ***10.4 Pre-Disciplinary Conference or Written Response***

#### **10.4.1 Employee Response**

After receiving the Notice of Intent to Discipline, the employee has 7 calendar days to respond either orally or in writing to the charges. This is the employee's opportunity to provide information in response to the proposed action taken by the Fire Chief. An employee may submit a written response to the Notice of Intent to Discipline in addition or in lieu of the oral response.

#### **10.4.2 Final Decision**

The Fire Chief shall notify the employee in writing of his or her decision within 30 days of the decision, but not less than 48 hours prior to imposing the discipline in accordance with the Firefighters Procedural Bill of Rights Act, Government Code Section 3254 (f).

### ***10.5 Appeal of Decision***

#### **10.5.1 Appeal of Written Reprimand**

An employee may appeal a written reprimand issued by the Fire Chief to the City Manager by submitting a written notice of appeal within seven (7) calendar days after receipt of the written reprimand by the Fire Chief. The City Manager may designate a Department Director or Assistant to the City Manager to hear the appeal and make a written report and recommendation to the City Manager, or the City Manager may hear the appeal of the employee. The City Manager may then reaffirm, modify, or revoke the written reprimand issued by the Fire Chief based on his/her findings

or those of the designee. The decision of the City Manager is final and the written reprimand shall be placed in the employee's personnel file.

### **10.5.2 Appeal of Discipline under MOU Sections 10.2.3 through 10.2.6**

An employee may appeal a decision of the Fire Chief to implement discipline under Sections 10.2.3 through 10.2.6 by submitting a written notice of appeal to the Human Resources Director within seven (7) calendar days after receipt of the final notice of discipline by the Fire Chief.

The Human Resources Director will immediately notify the City Manager and Fire Chief of the employee's request for appeal and, in accordance with Government Code Section 3254.5 of the Firefighter Procedural Bill of Rights Act and Section 11517 (c) of the Administrative Procedures Act, arrange for a hearing before an administrative law judge.

Pursuant to Government Code 11517 (c), 2, the City Manager will review the proposed decision of the administrative law judge and may take one of the following actions:

- i. Adopt the proposed decision in its entirety.
- ii. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
- iii. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the agency 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.
- iv. Reject the proposed decision and refer the case to the same administrative law judge if reasonably available, otherwise to another administrative law judge, to take additional evidence. If the case is referred to an administrative law judge or she shall prepare a revised proposed decision, based upon the additional evidence and the transcript and other papers that are part of the record of the prior hearing.
- v. 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. If the City Manager acts pursuant to this subparagraph, all of the following provisions apply:
  - (i) A copy of the record shall be made available to the parties. The City of Santee may require payment of fees covering direct costs of making the copy.
  - (ii) The City Manager shall not decide any case provided for in this subdivision without affording the parties the opportunity to present either oral or written argument before the City Manager.
  - (iii) The authority of the City Manager to decide the case includes authority to decide some but not all issues in the case.
  - (iv) If the City Manager elects to reject the proposed decision and decide the case, the City Manager shall issue a decision not later than 100 days after rejection of the proposed decision. If the City Manager elects to a transcript of the proceedings before the administrative law judge, the City Manager shall issue his or her final decision not later than 100 days after receipt of the transcript. If the City Manager finds that a further delay is required by special circumstance, the City Manager shall issue an order delaying the decision for

no more than 30 days and specifying the reasons therefore. The order shall be subject to judicial review pursuant to Section 11523.

## **CHAPTER 11.0 GRIEVANCE PROCEDURE**

### ***11.1 Purpose***

There are hereby established procedures which are intended to provide opportunities for employees of the Santee City Fire Department to bring forth their views in relation to any unfair or improper aspect of their employment situation and to seek correction thereof.

The purpose of this procedure is:

- A. To promote improved employer-employee relations by establishing procedures on matters for which there is not another appeals procedure or hearing provided by other regulations.
- B. To assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.
- C. To encourage settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the supervisor levels when necessary.
- D. To provide a just and equitable method for the resolution of grievances without prejudice, coercion or reprisal.

### ***11.2 Definition***

For the purpose of this Grievance Procedure, a grievance is defined as follows:

A complaint by an employee or the Association of an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding or Rules and Regulations.

### ***11.3 Scope and Limitations***

A grievance does not include:

- A. Matters reviewable under some other City administrative procedure;
- B. Requests or complaints the solutions of which would require modification of a policy established by the City Council or law in the form of a resolution or ordinance;
- C. Any matter involving the initiation or renewal of memorandum of understanding, the resolution of impasses, or any other matter which is beyond the scope of representation;
- D. Requests or complaints involving the discipline of a probationary or temporary employee.

### ***11.4 Procedures***

#### **11.4.1 Informal Grievance Procedure**

- A. Employees shall have fifteen (15) calendar days after the alleged grievable incident

- or condition in which to initiate these procedures.
- B. An attempt shall be made to adjust all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief.
  - C. The Fire Chief will deliver his or her determination on the informal grievance in writing to the employee within 21 calendar days of receiving notice of the employee initiating the informal grievance procedure. The Fire Chief may request one extension within 48 hours prior to the 21st day. The extension will be contingent upon approval of the Association, to make and deliver his or her determination on the informal grievance, so long as the total time taken to make and deliver a determination in writing is no longer than 30 calendar days from the date the Fire Chief received notice of the employee initiating the informal grievance procedure. The Association will respond to the Fire Chief's request for an extension within 48 hours of the request being made. If no response is received, the extension will automatically be granted within the time frames outlined in this provision.

#### **11.4.2 Formal Grievance Procedure**

- A. If the above informal grievance procedure does not result in resolution of the grievance, the complaint shall then be reduced to writing on Grievance Form 2009-1 within seven (7) calendar days upon receipt of the Fire Chief's determination. Said complaint shall set forth the facts necessary to the understanding of the issues involved, the inequity or damage suffered by the employee and the relief sought as outlined in Grievance Form 2009-1. The complaint shall be signed by the employee and the employee's Association representative, and shall be submitted in three (3) copies to the employee's immediate supervisor. The supervisor shall submit all three (3) copies to the Fire Chief.
- B. After receipt of said written complaint, a fact-finding committee shall be formed. The fact-finding committee will consist of one member appointed by the Fire Chief and one member appointed by the Association. The fact-finding committee will investigate the circumstances surrounding the grievance. They shall have the power to interview principals and witnesses as deemed necessary to ascertain the facts of the case. They shall each reduce the facts into a written report within fifteen (15) calendar days after committee formation. Three (3) copies of the written report shall be made, one copy of which shall be transmitted to the employee, one copy to the employee's representative and one copy to the Fire Chief. The employee shall receive only the final report.
- C. After review of the written grievance submitted by the employee and after consideration of the written reports from the fact-finding committee, the Fire Chief may further investigate the facts and issues surrounding the grievance. Within fifteen (15) calendar days of the receipt of fact-finding committee reports, the Fire Chief shall reply to the employee in writing stating his/her determination. Three (3) copies of such determination shall be made, one (1) copy of which shall be transmitted to the employee, one to the Association, and one (1) shall be retained by the Fire Chief.
- D. If the employee wishes to process the grievance further, he/she shall, within seven

(7) calendar days of the receipt of the Fire Chief's determination, notify the Human Resources Director in writing, who will immediately notify the City Manager of such request. After investigation and discussion with the employee, but not later than twenty-one (21) calendar days after the request was submitted by the employee to the Human Resources Director, the City Manager will submit his or her written determination to the employee.

#### **11.4.3 Arbitration Process**

- A. If the grievance is not satisfactorily resolved by use of 11.4.1 or 11.4.2 above, the employee must appeal in writing to the City Manager within seven (7) calendar days of receiving the City Manager's written determination. Three copies of the appeal by the employee at this step must be submitted: one copy to the City Manager, one copy to the Human Resources Director and one copy to the Association President.
- B. Steps for choosing an arbitrator are as follows:
  - 1. The City and Association agree to use the State Mediation and Conciliation Service.
  - 2. A list of 7 arbitrators shall be requested from the SMCS.
  - 3. The City shall strike one name first and alternate until there is one name left on the list.
  - 4. The last name will be chosen as the Arbitrator.
- C. The arbitration costs shall be divided evenly between the City and the Association. Arbitration costs include the cost of the arbitrator and court reporter. If the Arbitrator orders a transcription, the cost of the transcription shall be divided evenly between the City and the Association. If either the City or the Association orders a transcription, the party responsible for ordering the transcription will be responsible for the entire cost of the transcription. In the case that the Santee Firefighters Association does not support the grievance continuing to arbitration, all arbitration costs as defined in this section will be shared equally between the City and the employee. The employee or Association will be responsible for the cost of his or her own representation or attorney fees and preparation of documents.
- D. The arbitrator's advisory decision shall be submitted to the City Manager who shall immediately notify the Mayor of receipt of the arbitrator's advisory decision. The City Manager shall submit to the Mayor two (2) copies of the original grievance complaint along with copies of the reports of the fact-finding committee, the Fire Chief's conclusions, the City Manager's determination, the employee's request for appeal, and the arbitrator's advisory decision.

#### **11.4.4 City Council Review**

The Mayor shall, without delay, arrange a review of the arbitrator's advisory decision along with the additional supporting documentation in 11.4.3 (D) at one of the two regularly scheduled subsequent City Council meetings with the City Council. In accordance with the requirements of the Brown Act, as interpreted by the City, the City Council will, unless otherwise required, consider the grievance in a properly noticed and agenda'd closed session. As provided in and required by the Brown Act, the City Council may, but is not required to, invite into the closed session any person who may possess information that the City Council, in its discretion, deems



necessary to its determination of the issues, unless the Brown Act precludes the attendance of the person in closed session. The City and the Association acknowledge and agree that a grievance considered under this provision of the MOU is not subject to the advance notice and public employee open session election procedures found in the Brown Act, specifically, Government Code section 54957(b)(2).

- A. At such meeting, all supporting documentation and the materials provided by the advisory arbitrator shall be reviewed, discussed and an effort shall be made to arrive at a satisfactory resolution of the issue.
- B. Within fourteen (14) calendar days after the City Council meeting, the Council shall affirm, modify, or reject the advisory decision, and shall forthwith make its decision in writing to all concerned parties.

### ***11.5 General Provisions***

- A. No part of the grievance procedure shall be placed in the employee's record.
- B. Employees shall be assured freedom from reprisal for using the grievance procedure.
- C. The employee and his/her representative may use a reasonable amount of work time in preparing and presenting the grievance.
- D. The time limits described in the procedures laid down in Article 10.4 may be extended to a definite date by mutual consent.

## **CHAPTER 12.0 SENIORITY**

### ***12.1 Definition***

#### **12.1.1 Department Seniority**

An employee's most recent period of unbroken, continuous service with the City. Employees shall not attain department seniority until the completion of the required probationary period, at which time department seniority shall relate back to the commencement of the most recent date of appointment.

#### **12.1.2 Classification Seniority**

The period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time seniority classification shall relate back to the most recent date of appointment to such classification.

### ***12.2 Seniority Credit***

#### **12.2.1 Computing Seniority**

In computing seniority, credit shall be given for all classified service in the City except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.

#### **12.2.2 Absences**

Seniority credit shall be allowed only for the following types of absence from a position in the classified service:

- A. Absence without pay not exceeding four (4) working shifts or seven (7) calendar days.
- B. Absence during authorized vacation or annual leave.
- C. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
- D. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
- E. Absence on leave made necessary by injuries sustained in the line of duty.
- F. Absence on leave without pay made necessary by injuries not sustained in the course of employment by the City.
- G. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the City stands to benefit from the specific experience obtained from such other employment or activity.
- H. Transfer to LTD shall be treated as continuous service for the purpose of racking seniority with the City and Department.

### ***12.3 Other Seniority Credit Provisions***

#### **12.3.1 Computing Length of Service**

In computing length of service, all periods of absence without pay in excess of four (4) shifts or seven (7) calendar days, notwithstanding the reason or necessity, therefore, shall be deducted and no seniority credit granted.

#### **12.3.2 Temporary Fill in another Position**

Seniority credits for periods of absence from one class in order to temporarily fill in another position shall be granted in the former position.

#### **12.3.3 Suspension or Separation**

If an employee is suspended/ separated through no fault of his/her own and is later reinstated, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.

#### **12.3.4 Two or More Employees Appointed on the Same Date to the Same Classification**

When two or more Firefighter Paramedics are appointed on the same date, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list, using scores to the hundredth decimal in case of ties, from which said employees were appointed.

For Fire Engineers and Fire Captains, the Fire Chief may appoint two or more Fire Engineers or promote two or more Fire Captains by separating the appointment dates or promotional dates by at least one day.

### **12.3.5 Seniority Credit after Three Years of Continuous Service**

Seniority credit shall be awarded for service rendered prior to resignation or discharge after the completion of three (3) years continuous service.

## **CHAPTER 13.0 REDUCTION IN FORCE**

### ***13.1 Guidelines***

Reduction in force shall be based on Seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- A. When a position is to be eliminated, Classification Seniority will be used as the criteria. For more than one employee with the same Class Seniority, the next criteria will be Department Seniority.
- B. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank (pay grade) held.
- C. An employee being reduced may not replace an employee who has more Department Seniority, but instead must move to the next lower rank.
- D. All employees at or below Firefighter/Firefighter Paramedic shall be considered one rank for reduction in force purposes.
- E. When re-strengthening the Department, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- F. The time limit for rehire shall be twenty-four (24) months from date of layoff for employees who have completed initial probation. Time limit for rehire shall be twelve (12) months for employees who have not completed initial probation.

## **CHAPTER 14.0 MISCELLANEOUS**

### ***14.1 Medical Testing***

Annual physicals have been eliminated. Effective October 1, 2009, all required medical testing for all positions covered by this MOU will be conducted on site at the Fire Stations as determined by Fire Administration and the City.

#### **14.1.1 Firefighter Wellness**

The City shall provide \$30,000 annually during the term of this MOU to be utilized for Firefighter Wellness (equipment, training, instructional aids, fitness education, advance medical screening including body scans, blood tests, etc.) administered through the Fitness Committee and subject to approval by the Fire Chief or his designee. Firefighter Wellness funds should be expended within the fiscal year in which the funds have been budgeted and in accordance with City purchasing policies and procedures. Approved uses of these funds will either be paid directly by the City or reimbursed to the Association if paid by the Association. Up to \$5,000 in Firefighter Wellness funds, if unexpended at the end of a fiscal year, may be carried forward to the subsequent fiscal year.

In addition to maintaining the current contract vendor for medical testing, the City shall also support, and fund, a second vendor for physicals and medical testing as mutually agreed upon by

the City and the Association, referred to as the Firefighter Wellness Pilot Program. This pilot program shall be during the term of this MOU and the program shall be re-visited during the next negotiations cycle. The existing \$30,000 in wellness funds shall be re-allocated towards the second vendor used for physicals. Any employee that misses their scheduled physical appointment shall have the option to: A) go to another agency participating in the Firefighter Wellness Pilot Program, or B) go to the City's occupational medicine provider in a timely fashion. No overtime compensation shall be paid for individuals that miss their on-duty scheduled physical. The City shall allocate \$5,000 annually for Firefighter Wellness to be utilized for equipment, training, instructional aides, fitness education, etc. If either party determines the Pilot Program is not mutually beneficial, the following language from the 2019-2023 MOU Section 14.1.1 Firefighter Wellness will be reinstated.

## ***14.2 Uniforms Issued***

### **14.2.1 Class B Uniforms - New Employees**

City shall purchase and provide for new employees, and all employees shall maintain at a minimum the following Class B uniform items:

1. 4 pairs trousers
2. 4 shirts with patch
3. 1 belt
4. 1 hat
5. 4 t-shirts
6. 1 set of workout gear to include 1 work out shirt and 1 pair of shorts
7. 1 pair wild land boots\*
8. 1 badge
9. 2 name tags
10. Inclement Weather Jacket

Thereafter, employees will be responsible for the purchase and maintenance of their own Class B work uniforms from the uniform reimbursement amount designated in section 2.7.1. However, the City agrees that it will replace, at no cost to the fire employee, any of the items listed above if damaged beyond normal wear and tear in the performance of duties under emergency circumstances without any negligence by the employee, as determined by the Fire Chief or Fire Chief's designee.

\*Note: Wildland boots are provided by the City for all new employees and will be replaced at the City's cost as needed with approval of appropriate Chief.

### **14.2.2 Class A Uniforms**

City shall furnish upon completion of the one year probationary period a class "A" uniform to consist of:

1. 1 tunic (jacket)
2. 1 pair trousers
3. 1 white shirt
4. 1 black tie
5. 1 dress belt

6. 1 pair black socks
7. Garrison cap
8. Shoes

Thereafter, employees will be responsible for the purchase and maintenance of their own Class A uniforms from the uniform reimbursement amount designated in section 2.7.1. However, the City agrees that it will replace, at no cost to the fire employee, any of the items listed above if damaged beyond normal wear and tear in the performance of duties under emergency circumstances without any negligence by the employee, as determined by the Fire Chief or Fire Chief's designee.

### ***14.3 DMV License Reimbursement***

The City will provide the state mandated training for employees to obtain the Firefighter endorsement on their Class C driver's license, including tuition and detached duty and/or overtime to attend Driver Operator 1A. This training will typically occur between the 12 and 24 month exams: however the timeline may be modified due to the availability of CSFM Driver Operator 1A class offerings. For those employees required to obtain / maintain a Firefighter Endorsement, the City will reimburse the amount attributable to the Firefighter Endorsement of their DMV renewal costs. The reimbursement will be the difference between the cost of a Class C license and the required endorsement to operate firefighting apparatus.

### ***14.4 Tobacco and Smoking Prohibition***

Employees hired after 10/28/92 shall be non-smokers and are required to remain non-smokers throughout their employment. Additionally, employees hired after 7/1/09 shall not smoke or use any tobacco product either on or off-duty while employed by the City of Santee.

### ***14.5 Secondary Employment***

Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with or inimical to their duties with the City, as more fully set forth in Government Code Section 1126.

### ***14.6 Impasse: Declaration and Resolution***

An impasse shall be declared only after the last best offer of each party has been rejected by the other by vote of the City Council in the case of the City and the general membership in the case of the Association. Every reasonable effort shall be made on the part of both parties to avoid impasse. If an impasse has been reached (as defined in this Article of the parties' Agreement), the parties may agree to submit the dispute to mediation, and agree on the selection of the mediator. The mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. If the parties do not agree on mediation or the selection of a mediator, or having so agreed, the impasse has not been resolved, all issues shall be submitted to the City Council for its determination and such action as it in its discretion deems appropriate as in the public interest. Any action taken by the Council on the impasse shall be final and binding.

## **CHAPTER 15.0 EFFECT OF AGREEMENT**

It is agreed that the specific provisions contained in this Agreement shall prevail over City practices and procedures and over state laws to the extent permitted by state law. Signed and witnessed the 23<sup>rd</sup> day of August 2023 at Santee, San Diego County, California.

CITY OF SANTEE

SANTEE FIREFIGHTERS' ASSOCIATION, INC.

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Marlene Best  
City Manager

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Adam Daniels  
Employer-Employee Relations Committee

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Dustyn Garhartt, President Santee  
Firefighters' Association