



**MEMORANDUM OF UNDERSTANDING**

**CITY OF ESCONDIDO  
ADMINISTRATIVE/CLERICAL/ENGINEERING  
BARGAINING UNIT  
TEAMSTERS LOCAL 986**

**July 1, 2025 – June 30, 2028**

**Adopted By City Council on June 25, 2025**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	IMPASSE RESOLUTION..... 1
ARTICLE II	RATIFICATION PROCEDURE ..... 1
ARTICLE III	TERM..... 1
ARTICLE IV	SALARY ..... 1
ARTICLE V	SALARY CALCULATIONS ..... 2
ARTICLE VI	PAY PERIODS..... 2
ARTICLE VII	OVERTIME/COMPENSATORY TIME OFF ..... 2
ARTICLE VIII	OUT-OF-CLASS ASSIGNMENT PAY..... 4
ARTICLE IX	SHIFT DIFFERENTIAL ..... 4
ARTICLE X	CERTIFICATION AND EDUCATION INCENTIVE PAY ..... 4
ARTICLE XI	BILINGUAL PAY ..... 6
ARTICLE XII	STANDBY POLICY ..... 6
ARTICLE XIII	EMPLOYEE WORK SCHEDULE..... 7
ARTICLE XIV	NOTARY COMPENSATION ..... 8
ARTICLE XV	TUITION REIMBURSEMENT ..... 8
ARTICLE XVI	HOLIDAYS ..... 9
ARTICLE XVII	VACATION..... 11
ARTICLE XVIII	HEALTH INSURANCE..... 12
ARTICLE XIX	DENTAL INSURANCE..... 13
ARTICLE XX	DISABILITY INSURANCE..... 13
ARTICLE XXI	LIFE INSURANCE ..... 14
ARTICLE XXII	FLEXIBLE SPENDING ACCOUNTS..... 15
ARTICLE XXIII	401(k) PLAN..... 15
ARTICLE XXIV	CALPERS ..... 15
ARTICLE XXV	SICK LEAVE ..... 16
ARTICLE XXVI	FAMILY LEAVE/BEREAVEMENT LEAVE/CHILD-RELATED ACTIVITIES LEAVE..... 17
ARTICLE XXVII	MILITARY LEAVE/FMLA MILITARY LEAVE ..... 18
ARTICLE XXVIII	MATERNITY/PATERNITY/FMLA/CFRA/PDL LEAVE..... 18
ARTICLE XXIX	ABSENTEEISM..... 19
ARTICLE XXX	LEAVE OF ABSENCE ..... 19

ARTICLE XXXI	GRIEVANCE/COMPLAINTS.....	19
	Section 1 Grievance Procedure.....	19
	Section 2 Definitions.....	20
	Section 3 General Provisions.....	20
	Section 4 Representation Rights.....	21
	Section 5 Complaint Procedure.....	22
	Section 6 Grievance Procedure.....	23
	Section 7 General Grievances.....	25
ARTICLE XXXII	DISCIPLINARY PROCEDURES.....	26
ARTICLE XXXIII-R	SAFETY SHOE ALLOWANCE.....	26
ARTICLE XXXIV	UNIFORM ALLOWANCE.....	27
ARTICLE XXXV	PROBATIONARY PERIOD.....	27
ARTICLE XXXVI	DRUG-FREE WORKPLACE.....	27
ARTICLE XXXVII	AMERICANS WITH DISABILITIES ACT (ADA).....	27
ARTICLE XXXVIII	RECOGNITION.....	27
ARTICLE XXXIX	AGENCY SHOP.....	27
ARTICLE XL	MANAGEMENT RIGHT TO CONTRACT WITH OUTSIDE VENDORS.....	29
ARTICLE XLI	LAYOFF PROCEDURE.....	29
ARTICLE XLII	RELEASE TIME.....	29
ARTICLE XLIII	WORK ATTIRE POLICY FOR FIELD PERSONNEL.....	30
ARTICLE XLIV	MOU REOPENER.....	31
EXHIBIT A	SALARY SCHEDULE FOR ACE REPRESENTED CLASSIFICATIONS.....	33
EXHIBIT B	SAFETY SHOE ALLOWANCE AUTHORIZATION FOR REPRESENTED CLASSIFICATIONS.....	35

**MEMORANDUM OF UNDERSTANDING  
TEAMSTERS LOCAL 986  
ADMINISTRATIVE/CLERICAL/ENGINEERING UNIT**

**ARTICLE I            IMPASSE RESOLUTION**

It is the purpose of this memorandum to promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by this memorandum; to provide a document setting forth the understanding of the parties reached by meeting and conferring in good faith on wages, hours, and other terms and conditions of employment of the employees covered under this memorandum. Except as specifically amended by this memorandum, the City's Personnel Rules and Regulations remain in full force and effect.

**ARTICLE II            RATIFICATION PROCEDURE**

This is the joint recommendation on salaries, benefits, and working conditions of the bargaining representatives of the City of Escondido and the Teamsters Local 986 Administrative/Clerical/Engineering Unit. When ratified by the members of the Administrative/Clerical/Engineering Unit, and approved by the Escondido City Council, this document shall be the Memorandum of Understanding between the City and the Unit for the term set forth herein.

**ARTICLE III            TERM**

This Memorandum is a statement of the terms and conditions of employment for the Administrative/Clerical/Engineering Unit, including salaries, benefits, and hours of work for the period July 1, 2025, through and inclusive of June 30, 2028. None of the terms are retroactive; all changes take effect on the agreed upon effective date after adoption by the City Council.

**ARTICLE IV            SALARY**

- a. Salary Range Increases: All classifications in the bargaining unit will have the base salary adjusted by the following amount the first full pay period in July of the following years.
  - 1) Effective the first full pay period in July of 2025, the base salary range for all represented classifications shall be increased by six percent (6.0%).
  - 2) Effective the first full pay period in July of 2026, the base salary range for all represented classifications shall be increased by five percent (5.0%).
  - 3) Effective the first full pay period in July of 2027, the base salary range for all represented classifications shall be increased by five percent (5.0%).

b. Utility Classification Equity Adjustments:

The following Utility benchmark classifications that are below market median are eligible for equity adjustments:

- Associate Chemist
- Environmental Compliance Inspector II
- Laboratory Technician II
- Senior Environmental Compliance Inspector

Each benchmark classification will be reviewed annually by June 1, 2026, 2027 and 2028, to reassess market median using comparable agencies which were previously agreed to by both parties. The surveyed market median data will include any salary increases that the Administrative/Clerical/Engineering bargaining unit and comparable agencies will receive annually on the pay period closest to July 1, 2026, 2027, and 2028. The survey information will be provided to the bargaining unit for review and discussion as needed the month prior (June) to implementation.

Following agreed upon survey results, classifications below market median will be eligible for an increase of 2.5% or 5.0% each full pay period in July 2026, 2027, and 2028. The salary adjustment will depend on the Utility classifications' salary proximity (variance) to the surveyed median results for comparable agency classifications. Utility classifications 5% below median will be moved to the nearest salary grade (range) that results in an increase of 2.5% or 5.0%, and incumbents will remain on their current salary step. The change in salary grade will not have an effect on the incumbent's anniversary date or eligibility to move to the next merit step prior to the equity adjustment.

The salary adjustments will continue each full pay period in July 2026, 2027, and 2028 until the benchmark classifications are within 5% of median for the term of the contract. Utility classifications which are benchmarked from the above-stated classifications are also eligible for equity adjustments. Those classifications are:

- Lab Quality Assurance Officer
- Laboratory Assistant

**ARTICLE V**            **SALARY CALCULATIONS**

Salary calculations shall be based on 2,080 work hours a year.

**ARTICLE VI**            **PAY PERIODS**

The current biweekly schedule shall continue to be in effect.

**ARTICLE VII**            **OVERTIME/COMPENSATORY TIME OFF**

A. Eligibility - All Administrative, Clerical and Engineering classified employees shall be entitled to overtime as described below.

- B. Overtime - All eligible employees shall be paid overtime at the rate of time and one-half their regular rate of pay, including any special pay which is a part of their regular rate (e.g., shift premium) in accordance with paragraphs E and F below.
- C. Overtime-Hours - Overtime shall be paid after forty (40) hours worked in a work week, exclusive of meal time. Upon supervisory approval, employees may flex their work schedule within the same work week in order to remain within a forty (40) hour work week.
- D. Overtime - Hours Worked - Holidays, vacation and sick leave shall constitute hours worked for the purpose of computing overtime.
- E. Overtime-Record Keeping - Overtime shall be recorded and paid on the basis of fifteen (15) minute increments; such that for each full fifteen (15) minute period worked, the employee shall be compensated for one-quarter hour of overtime. Overtime, when reported for either compensatory time off or for payment, shall not be claimed for periods of less than one-quarter hour.
- F. Overtime-Callback - A minimum of three (3) hours pay at the rate of time and one-half shall be paid for each incident of callback overtime for all eligible employees. Callback overtime is unscheduled overtime as opposed to early start or extended day. Holidays, Saturdays, and Sundays within a regularly scheduled work week, and/or attendance at regularly scheduled meetings and other activities such as City Council meetings, Planning Commission meetings, etc., shall not be considered callback overtime. Overtime, other than callback overtime, when worked, will be compensated either by time and one-half compensatory time off or time and one-half pay as set forth herein. All overtime must be requested by the supervisor and approved by the Department Head.
- G. Compensatory Time Off - At the employee's option, overtime may be compensated by time off at the rate of time and one-half the hours worked. The compensatory time off is subject to the needs of the service and may not be taken without prior approval by the employee's supervisor on an approved form, nor shall it be taken in increments of less than one-quarter hour. Compensatory time balances shall not exceed one hundred (100) hours but may be maintained on an indefinite basis. When the maximum balance is reached, cash payment for overtime will be automatic. In addition, there shall be an opportunity for a cash payout of all or a portion of accrued compensatory time at the request and discretion of the employee on the first payday in October each year.
- H. Overtime-Holidays - Employees whose regularly scheduled workday or work shift falls on the actual holiday and who works such a holiday shall receive compensation as follows:
  - 1. Time and one-half pay for time worked and shift pay, and, at the employee's option:

- a. Compensatory time off on a straight-time basis subject to the needs of the service and the prior approval of the employee's supervisor; or
  - b. Straight-time pay for time worked.
- 2. Employees whose regularly scheduled workday or work shift falls on a holiday and who call in sick on the holiday, or a part thereof, shall receive straight-time holiday pay for those hours scheduled to work, but not actually worked due to illness.
- 3. There shall be an opportunity for a cash payout of all or a portion of accrued float holiday hours credited for working holidays at the request and discretion of the employee on the first payday in October each year.
- I. Consultation Pay – Fire Prevention personnel will receive overtime compensation when contacted while off-duty regarding an investigation. A supervisory employee must authorize such contact; overtime will be compensated in one-quarter hour increments.

**ARTICLE VIII            OUT-OF-CLASS ASSIGNMENT PAY**

An out-of-class assignment is a temporary assignment of a regular employee to an authorized classification at a higher level of pay which requires the employee to perform the duties of the higher classification. Employees directed to continuously perform the duties in a vacant higher-level classification shall be entitled to a salary rate increase at five percent (5%) above their regular rate of pay, or the minimum salary of the out-of-class classification, whichever is greater, commencing after five consecutive work days in the out-of-class assignment, and for a period of no longer than six months at any one time. Compensation will be retroactive to the first day of the out-of-class assignment.

Once the initial out-of-class assignment terminates, the five consecutive workday waiting period will be waived for any additional out-of-class assignments that occur within six months provided that the employee is working in the same out-of-class classification regardless of work area assignment.

**ARTICLE IX            SHIFT DIFFERENTIAL**

Shift differential shall be paid only if one-half of the regularly scheduled shift is worked after 6:00 p.m. or before 7:00 a.m. at the rate of \$1.00 per hour. If an entire shift (minimum eight hours) has been worked such that one-half the shift falls between 6 p.m. and 7 a.m., then, shift differential shall be paid for the entire shift.

**ARTICLE X            CERTIFICATION AND EDUCATION INCENTIVE PAY**

In accordance with CalPERS reporting requirements, certification specialty pay will be paid and reported as a separate line item from an employee's hourly base rate of pay. Certification specialty pay will be paid in an amount of \$400.72 per month, paid in equal amounts of \$184.95 per pay period. Certification pay is paid at a maximum of \$400.72

per month, regardless of certifications held by employees as stated in A through E and is paid at a maximum of \$400.72 per month, regardless of certifications.

- A. Civil Engineer Registration Pay: The City agrees to provide specialty pay for Engineer I/II's who hold a valid California Civil Engineer Registration.
- B. Land Surveyor Certificate Pay: The City agrees to provide specialty pay for employees who hold a valid Land Surveyor Certificate.
- C. Associate Chemist, Lab Quality Assurance Officer, and Lab Technician Employees: The City agrees to pay specialty pay for Associate Chemist, Lab Quality Assurance Officer, and Lab Technician employees who hold a valid California Water Environmental Association (CWEA) certification above the level required for their current classification.
- D. QSP/QSD Certificate Pay: The City agrees to provide specialty pay for employees who hold a valid QSP/QSD certificate as required by the State Water Resources Control Board.
- E. Environmental Compliance Inspector Employees: The City agrees to provide specialty pay for employees who hold a valid Environmental Compliance Inspector certificate from the California Water Environmental Association, which is above the level required for their classification.
- F. Fire Prevention Specialist Employees: The City will pay Fire Prevention Specialist employees incentive compensation for education and certification achievements that indicate professional competence above the level required for current classification.

Certification Requirements:

Prevention Certification:

CSFM Prevention 3A  
CSFM Prevention 3B

Effective August 22, 2017, CSFM Prevention 3A and CSFM Prevention 3B have been replaced with the following certifications:

Plan Examiner 1A: Building Plan Review

Plan Examiner 1B: Fire Protection and Life Safety Systems Plan Review

Plan Examiner 1C: Hazards and Special Operations Plan Review Statues and Regulations Certification

This change in criteria only applies to employees or new hires who have not been previously certified.

Prevention Certification Pay: .....\$75.00 per month  
Associate’s Degree: .....\$75.00 per month  
Bachelor’s Degree: .....\$254.00 per month

Criteria:

1. Employees must have completed one year of service with the City of Escondido to be eligible for any Certification Pay.
2. Employees must have completed two years of service with the City of Escondido to be eligible to receive Educational Incentive Pay for either Associate’s or Bachelor’s degrees.
3. Education Incentive Pay is \$254.00 per month maximum based on the highest level of degree achieved.
4. Fire Administration will be responsible for notifying the Human Resource Department of the incentive(s) qualifications, upon verification that the employee has met the criteria.
5. The employee is responsible for supplying all transcripts and/or certificates to prove completion of courses. All courses need to have a “C” or better to qualify.

Certification and Incentive Pay shall be reported to PERS as “compensation earnable.”

**ARTICLE XI**            **BILINGUAL PAY**

The City agrees to pay \$50.00 per pay period to employees with verbal bilingual skills. An additional \$25.00 per pay period shall be granted for written bilingual skills.

Fire Prevention Specialist employees only: The City agrees to pay \$200.00 per month to employees with verbal bilingual skills. An additional \$75.00 per month shall be granted for written bilingual skills.

The City reserves the right to establish eligible languages based upon a demonstrated need within the community and the criteria for eligibility for this skill pay and shall verify through testing procedures, developed by the City, that employees are eligible and qualified. Verbal and written bilingual skill pay will be awarded based upon an established need as approved by the Department Head.

**ARTICLE XII**            **STANDBY POLICY**

It is hereby agreed that the Fire Prevention Specialist employees may be called upon to participate in the Fire Department fire investigation/hazardous material callback procedures and shall be paid \$300.00 per week; an additional \$50.00 will be paid for a

City Holiday that occurs during the standby period. Employees on standby will receive time and one-half for any callback.

The purpose of this standby policy is to call back personnel for purposes of investigating fires, coordinating hazardous materials incidents, issuing citations, mitigating overcrowding situations, or other job-related activities.

Fire Prevention personnel will be allowed to take a City vehicle home from work to be used for work purposes only when on callback.

Prevention employees participating in the Standby Program shall live within sixty (60) minutes driving time from their reporting station, and within a 20-mile radius of their reporting station.

Participants in the callback procedure will be eligible for a three-hour minimum overtime for each incident of callback overtime.

### **ARTICLE XIII      EMPLOYEE WORK SCHEDULE**

Consistent with the Management Rights included in the City of Escondido Employer-Employee Relations Resolution, Article I, Section 1, the normal workweek shall be five consecutive workdays with two days off. Shift work employees shall be granted reasonable advance notice of changes in scheduled shifts.

Notwithstanding the above, when public or operational necessity or efficiency of the public service is deemed by the City to require an other than normal work week, work day or work schedule, such will be prescribed by the City. Whenever there is a permanent change in the existing workweek, work hours or work schedule (except regularly scheduled shift changes), the City will advise affected employee(s) of the reasons for such change. Work schedule changes will be made providing reasonable advance notice to affected employees.

Work schedule changes required for an interim project or special service needs are exempt from the parameters set forth below.

None of the above will prohibit an employee requesting an alternate work schedule as long as the work schedule meets the operational needs of the City.

As service demands dictate a regular, other-than-normal work schedule, a modified work schedule will be implemented on a rotational basis according to the following practice:

- Voluntary participation by employees in the work group
- Alternative schedules will be developed with input and participation by the affected employees
- Schedules will have an equitable rotation cycle
- The schedule will include provisions for shift trades through a flexible, fair process among affected employees

Notwithstanding the above noted features of an alternative work schedule implementation process, the City agrees to meet and confer with the Association to implement a revised work schedule, if the voluntary process does not enable the implementation of the revised work schedule.

#### **ARTICLE XIV      NOTARY COMPENSATION**

The City agrees to pay for certification renewal for employees holding notary licenses for services as part of their normally assigned duties.

#### **ARTICLE XV      TUITION REIMBURSEMENT**

Within budgetary limitations, and subject to the criteria and limitations listed below, the City will reimburse tuition and related expenses, up to \$2,500 per employee per fiscal year for tuition fees at a maximum not to exceed the fees of the California State University system. A maximum of \$4,000 will be allotted annually for the use of tuition reimbursement for all members, as outlined within this Article.

##### **A. Eligibility Criteria**

1. Course content is closely related to the employee's current classification and is designed to improve job performance, or would assist the employee in preparing for a promotional opportunity.
2. To receive reimbursement, it is encouraged that the employee pursues any approved course or courses of study at an educational institution with tuition fees comparable to fees of the California State University system.
3. Tuition reimbursement shall be provided for up to one hundred (100%) percent of amount of tuition fees of the California State University system.
4. Course is completed with a minimum grade of "C" or its equivalent or by evidence of satisfactory completion.
5. Course is given by a school accredited by the Western Association of Schools and Colleges or equivalent, approved by the Council for Private Post-Secondary and Vocational Education, or by an accredited high school.

##### **B. Tuition and Related Expenses**

The following are eligible expenses within the meaning of "Tuition and Related Expenses":

1. Tuition and/or class fees and/or registration fees charged by an educational institution;
2. Books required for the course;

3. Miscellaneous mandatory charges such as health service and/or identification cards (parking charges are not considered required expenses and will not be reimbursed);

C. Approval Process

Upon submittal, the Department Head will note the recommendation and forward the application to the Human Resources Department for approval.

D. Limitations

Employees will not be reimbursed for the portion of tuition, books, and mandatory fees which is reimbursed by a Federal or State benefit, grant, scholarship, or other reimbursement program.

E. Pre-Approval and Approval Procedures

1. An employee shall complete the first section of the City's Tuition Reimbursement form and send it to the Department Head for approval.
2. Upon the Department Head's approval, forward signed form to the Human Resources Benefits Manager for further approval based on eligibility.
3. Upon preliminary approval and successful completion of approved courses, availability of funds, proof of expense payment and a transcript showing successful course completion, employees may request reimbursement through the Workday platform.

Follow the Expense Reporting and Reimbursement Job Aid on the City's intranet site for submitting proof of payment and reimbursable items.

**ARTICLE XVI      HOLIDAYS**

A. Holidays Observed

Every regular, regular part-time, and every probationary employee in the personnel system, shall not be required to be on duty on holidays unless the employee's services are needed and required in the interests of the public health, safety, or general welfare, in which latter event, any such employee shall be entitled to an in-lieu holiday or overtime pay, in accordance with this MOU.

**CONSTITUTED HOLIDAYS**

(10 Fixed & 3 Floating)

New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day

Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
(3) Floating Holidays

When a holiday falls on a Sunday, it is observed on the Monday immediately following. When a holiday falls on a Saturday, it shall be observed on the preceding Friday. For employees whose regular work schedule rotates on a seven-day cycle, the actual holiday is the recognized holiday for holiday compensation purposes.

#### B. Holiday Pay

Employees whose regularly scheduled workday or work shift falls on a holiday and who actually work such a holiday shall receive compensation as follows:

1. Time and one-half pay for time worked, and, at the employee's option,
  - a. Compensatory time off on a straight-time basis subject to the needs of the service and the prior approval of the employee's supervisor; or
  - b. Straight time for time worked.
2. Employees whose regularly scheduled workday or work shift falls on a holiday and who call in sick on the holiday, or a part thereof, shall receive straight-time holiday pay for those hours scheduled to work actually not worked due to illness.
3. Employees who work on a holiday and are eligible for shift differential shall receive shift differential pay at two and one-half times the shift differential pay.
4. Bargaining Unit employees may cash out accrued Holiday Pay on the first Pay Date in October of each year.

#### C. Floating Holiday

Effective July 1, 2025, All employees will receive three floating holidays per fiscal year on July 1<sup>st</sup>, equal to twenty-seven (27) hours of straight time. This benefit will not be prorated for those hired after July 1. Floating holidays may be used at the discretion of the employee with prior management approval. An unused floating holiday credit will not carry over to the next fiscal year, has no cash value, and thus cannot be paid out upon separation of employment.

## **ARTICLE XVII      VACATION**

### **A. Section 1 Annual Vacation Leave**

All probationary, permanent part-time, and permanent Administrative/Clerical/Engineering employees shall be entitled to annual accrual of full or prorated vacation leave with pay.

### **B. Section 2 Earned Vacation**

Each eligible employee shall accumulate annual prorated vacation and a maximum accrual from the date of hire at the rate applicable to their employment status as follows:

First five years of service = 100 hours/year (3.85 hours per pay period),  
maximum accrual 200 hours

5-10 years of service = 140 hours/year (5.38 hours per pay period),  
maximum accrual 280 hours

10-15 years of service = 180 hours/year (6.92 hours per pay period),  
maximum accrual 360 hours

More than 15 years of service = 220 hours/year (8.46 hours per pay  
period), maximum accrual 440 hours

### **C. Section 3 Vacation Periods**

Vacation may be taken the first day following the completion of six months and may never be used in units of less than 15-minute increments.

The times during an accrual year at which an employee may take their vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the needs of the personnel system. Prior approval is required except in the case of an emergency. In such circumstances, the Department Head or designee must be notified of need for previously unapproved vacation.

No legal holiday that falls during an employee's vacation may be charged against the employee as vacation, and the leave shall be extended accordingly.

Employees who terminate shall be paid in a lump sum for all allowable accrued vacation leave earned prior to the effective date of termination.

### **D. Vacation Cash Out**

All employees have the ability to cash out a maximum 40 vacation hours in July and a maximum of 40 vacation hours in December, for a total of 80 vacation hours in a year. Employees must maintain a minimum balance of 80 hours of vacation leave after the requested payoff to ensure a sufficient balance to cover future planned time off requests.

## **ARTICLE XVIII      HEALTH INSURANCE**

### **A.    Health Insurance Committee**

While this memorandum is in force, the Association and the City agree to delegate to the Health Insurance Committee (HIC) the task of recommending to the City Council the health insurance options that will be made available to City employees.

The Health Insurance Committee (HIC) is commencing its annual review of medical and dental insurance plans and the related designs of the various plans available to employees. Consistent with the MOU, the HIC may consider changes in health and dental plan design that may increase the cost to covered employees in such areas as doctor visit co-pays, prescription co-pays and the like.

The Association and the City agree, in good faith, to make every possible attempt to provide a health plan cost which is beneficial to all employees and their dependents. The City Council may overrule and will not be bound by the recommendation of the HIC.

Membership on the HIC, as set forth in Rule 31 Section 4 of the Personnel Rules and Regulations, shall be made up as follows:

The Committee shall be comprised of representatives from each employee association and an equal number of Management representatives. Management representatives shall be appointed at the discretion of the City Manager. Association representative members shall be nominated by their respective employee organizations and appointed or not appointed at the discretion of the City Manager. If a nominee(s) is/are not appointed, the nominating employee organization may resubmit additional nominees. All members of the committee may be removed by the City Manager at his/her discretion. Association representative members may be removed by the Association at their discretion. There is no fixed term of membership on the Committee.

### **B.    Insurance Premium**

For the term of this agreement, the City will provide the lowest cost medical plan as recommended by the Health Insurance Committee (HIC) and approved by the City Council.

Any medical insurance premium increases will be shared equally by the City and the employee for the lowest cost HMO medical plan. Employees choosing more expensive medical plans are required to pay the increased cost between that plan and the lowest cost plan.

The City reserves the right to verify through documentation, to the City's satisfaction, the status of each employee with regard to medical premiums and dependents.

### **C.    Health Insurance Premium Deductions**

The City reserves the right to deduct health insurance premiums 24 times a year.

D. Alternate Health Coverage

The City and the Association agree to generate cost savings for health insurance premiums in cases where employees are eligible for dual insurance coverage and those cases where both spouses/domestic partners are City employees. Included in this plan is a rebate to the employee of a fixed amount of \$200 per month if an employee waives health insurance coverage completely; and, \$75 per month if an employee waives health insurance coverage at any level. Each affected employee opting to participate in this program will be requested to sign a waiver and disclosure form. Only those employees with proof of other insurance will be allowed to waive coverage. Proof will be provided at the time of waiver and at one other time during the year. When both spouses/domestic partners are City employees, only one spouse/domestic partner will receive the monthly waiver benefit; and if they are subscribers to the highest cost provider, they will be required to pay the higher rate.

E. Voluntary Benefit Plans

The City may offer voluntary benefit plans, at no cost to the City, to all employees. The City will notify each respective bargaining group in advance of offering any voluntary benefit program to the employees.

F. Domestic Partner Benefit Coverage

Consistent with State Law, the City will provide Domestic Partner benefits as established by Federal or State regulations.

G. Same Sex Marriage Benefits

Effective October 1, 2013, and consistent with Federal/State Law, the City will provide same-sex marriage benefits.

**ARTICLE XIX**      **DENTAL INSURANCE**

For the term of this agreement, the City agrees to provide Employee-Only dental insurance coverage.

Dental insurance premium increases, for employee only coverage, will be shared equally by the City and the employee.

Employees may opt to purchase dependent dental insurance coverage through payroll deduction.

**ARTICLE XX**      **DISABILITY INSURANCE**

The total amount of Disability Insurance premiums shall be deducted from salary.

Coordinated benefits for non-work-related disabilities will take place under the following administrative guidelines.

- Employees will be required to accept disability benefits upon determination of eligibility and cooperate in filing for benefits.
- The City will make every possible effort to provide light-duty assignments for employees in a disability status. Employees in a work-related disability status will have priority for light-duty assignments. Administrative Directive #26 defines City policy relative to light-duty assignments.
- Short-term Disability insurance will be coordinated with Long-term Disability coverage.
- Employees will continue to accrue vacation, sick leave and holiday pay during the twelve-week FMLA/CFRA period and for three months thereafter. Vacation, sick leave and holiday compensation will cease to accrue after the six-month period.
- Employees may supplement the disability insurance benefit with accrued benefits up to either 80% or 100% of regular payroll during the short-term disability period (twelve weeks). The level of supplementation cannot be changed during the short-term disability period.
- Upon receiving long-term disability benefits, the employee may choose to supplement the disability benefit with accrued benefits up to 80% or 100% of regular payroll. During the long-term disability period, the employee may not change their level of supplementation of payroll.
- Medical, Dental, Term and Accidental Death & Dismemberment (AD&D) Life and Dependent Life insurances will be paid by the City for a period not-to-exceed nine months after the twelve-week FMLA/CFRA period has elapsed (total of twelve months).

Exceptions to this policy will be considered on a case-by-case basis by the City Manager.

Note: FMLA: Family Medical Leave Act (Federal Law)

CFRA: California Family Rights Act (State Law)

#### A. Workers' Compensation

Employees in a Workers' Compensation status will be provided the same additional benefits as provided for employees in a non-industrial injury status.

### **ARTICLE XXI      LIFE INSURANCE**

The City agrees to provide Term and Accidental Death & Dismemberment (AD&D) life insurance coverage in the amount of \$50,000 for employee-only coverage. Dependent coverage shall remain unchanged from that in effect on the date of this Memorandum of Understanding. Employees may opt to purchase supplemental group term life insurance benefits for employees and dependents through payroll deduction.

## **ARTICLE XXII      FLEXIBLE SPENDING ACCOUNTS**

The ACE Bargaining Unit is eligible to participate in the reimbursement portion of the Section 125 plan. The members of this Unit may elect, by payroll deduction, pre-tax salary to be set aside in the Medical Flexible Spending Account and/or the Dependent Care Flexible Spending Account.

Pre-tax health insurance premium payments will be established by negative declaration.

## **ARTICLE XXIII      401(k) PLAN**

Effective January 25, 2009, all City contributions to employee 401(k) accounts shall be suspended and remain until terminated.

The City will provide availability of, on behalf of the employees, a 401(k) Plan. Administrative costs will be the responsibility of the City.

Effective October 1, 2008, The City shall contribute a total of \$100.00 per month (50.00 on each of the first two pay dates in each month) on behalf of each bargaining unit employee.

## **ARTICLE XXIV      CALPERS**

- A. Tier 1 Retirement Benefit (Classic Members). The City will continue to provide the CalPERS 3% at 60 retirement benefit.
1. Effective pay period ending August 20, 2011, all current ACE represented bargaining unit employees will make 100% of the statutory employee contribution to CalPERS, which will be applied to the Employees' Contribution and is currently eight percent (8%). The City will cease paying and reporting the value of the seven percent (7%) Employer Paid Member Contribution (EPMC). These contributions will be on a pre-tax basis.
  2. The City shall provide the PERS Single Highest Year Benefit.
  3. The City shall provide Fourth Tier 1959 Survivor's Benefit through the Public Employees' Retirement System (PERS).
  4. The City shall provide the Military Service Credit as Public Service benefit (PERS Section 21024).
  5. The City shall provide the Credit for Unused Sick Leave benefit (PERS Section 20965).
  6. The City shall provide CalPERS Section 21548 Pre-Retirement Option 2W Death Benefit.

- B. Tier 2 Retirement Benefit (Classic Members). The City and the ACE Bargaining Unit agree to implement a second-tier retirement system under Government Code Section 20475. This second tier became effective December 23, 2012. The following is applicable to the second tier:
1. The City will provide Section 21353, the CalPERS 2% at age 60 retirement calculation.
  2. Employees make 100% of the statutory employee contribution to CalPERS, currently 7% of salary. These contributions will be on a pre-tax basis.
  3. There will be no final-year concession of said payments to compensation for CalPERS benefit calculation purposes (EPMC).
  4. The City will provide 36 highest paid consecutive months for determining the average monthly pay rate (Government Code Section 20037).
- C. Tier 3 Retirement Benefit (New Members). Effective January 1, 2013, and in accordance with Assembly Bill (AB) 340, Public Employees' Pension Reform Act (PEPRA) implemented a new benefit formula and contribution requirements for employees hired on or after January 1, 2013, and who meet the definition of a New member under PEPRA. The following will be applicable to the third tier:
1. The City will provide the CalPERS 2% at age 62 retirement calculation.
  2. Employees pay fifty percent of total normal cost rate, currently **7.75%** of salary. These contributions will be on a pre-tax basis. The City may bargain to have employees pay more than fifty percent of total normal cost with no maximum cap.
  3. There will be no final-year concession of said payments to compensation for CalPERS benefit calculation purposes ("EPMC").
  4. The final compensation calculation shall be based on the highest average 36 consecutive months.
  5. Cap on pensionable compensation – 120% of value of Social Security Wage Index limit.
  6. All other provisions in accordance with AB 340 apply.

## **ARTICLE XXV      SICK LEAVE**

The fact that an employee's sick leave use exceeds the citywide average is not in and of itself to be cause for an "Improvement Needed" rating on the employee's Performance Evaluation. An employee may coordinate sick leave pay with disability as described in Article XX.

Once annually, during the sixty (60) days following the end of the fiscal year, an employee may convert any unused sick leave accrued during that fiscal year on the basis of two (2) hours of sick leave to one (1) hour of vacation. However, a minimum balance of 120 sick leave hours must be maintained in order to be eligible for conversion to vacation.

In no case shall the City require a physician's certification as stipulated under the Kin Care Leave Law.

(Note: Sick Leave use and notification language is currently under Rule 14 of the Personnel Rules and Regulations. The City will abide by, and in no case provide less sick leave than which is set forth in AB 1522, Healthy Workplace, Healthy Families Act (California Paid Sick Leave Act).

## **ARTICLE XXVI      FAMILY LEAVE/BEREAVEMENT LEAVE/CHILD-RELATED ACTIVITIES LEAVE**

Family Leave: Effective January 1, 2016, the Kin Care Leave Law (Labor Code Section 233) was modified per SB 579. Per the Kin Care Leave Law and the City of Escondido, employees may now use up to one year of their sick leave accruals each calendar year for the following purposes:

- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee's family member.
- The diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee.
- An employee who is a victim of domestic violence, sexual assault, or stalking.

Child-Related Activities Leave: Employees can take up to 40 hours per calendar year (up to 8 hours per month) for child-related activities per Labor Code Section 230.8. Employees must use their available vacation, compensatory time, or holiday leave accruals and provide reasonable notice to their supervisor for the need of such leave.

Bereavement Leave: Effective July 1, 2025, all employees will be credited twenty-seven (27) hours into a bereavement leave bank annually on July 1. Any unused bereavement leave credit will not carry over to the next fiscal year, has no cash value, and thus cannot be paid out upon separation of employment. Employees may use up to one year of their sick leave accruals each calendar year for situations when an employee's presence is required elsewhere due to bereavement for members of the employee's immediate family or individuals whose relationship to the employee is that of a dependent or near dependent, member of the immediate household, domestic partner, or a person who is of significance to the employee.

Exceptions to exceed the authorized hours for family leave or bereavement are subject to consideration by the City Manager on a case-by-case basis. In no event shall an employee be granted sick leave time to oversee children who are not ill (baby-sitting).

In no case will the City provide less family leave than that which is set forth in State and Federal law.

(Note: Language is currently under Rule 21, Section 6 of the Personnel Rules and Regulations)

## **ARTICLE XXVII      MILITARY LEAVE**

### Section 1      Military Leave

Military Leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

Health benefits will be continued for the employee and family. An employee would continue to pay their respective portion of the benefit programs (including any premiums for family coverage), unless health benefits are waived.

If the leave is longer than 12 months, no more than one uniform allowance will be paid upon return.

### Section 2      Compensation

Every employee ordered to take military leave who would have been required to work for and be paid by the City at the same time military leave is ordered shall receive their salary or compensation as an employee of the City in accordance with the provisions of State and Federal law.

## **ARTICLE XXVIII      MATERNITY/PATERNITY/FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)/PREGNANCY DISABILITY LEAVE (PDL)**

Employees shall be granted Maternity Leave/FMLA/CFRA in accordance with federal and state law:

- A. If appropriate, an employee shall furnish the City a statement from her physician giving the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment. When known, the employee shall provide to the Human Resources Benefits Division an expected return to work date, and shall keep Human Resources informed if the expected return to work date changes.
- B. A pregnant employee shall work as long as she is able to safely perform the duties of her position as recommended by the statement of her physician.
- C. The City may, at its option, and at City cost, require an independent medical opinion concerning the employee's ability to safely perform her duties.

- D. A pregnant employee shall be entitled to use all accumulated paid leave time (sick leave, vacation) for maternity leave and such additional leave of absence without pay, seniority and accrual of benefits, in accordance with state and/or federal regulations.
- E. In the case of adoption and paternity leave, up to a maximum of six months leave time may be approved in accordance with the City of Escondido Personnel Rules and Regulations, Rule 21, Section 6.

**ARTICLE XXIX      ABSENTEEISM**

Excessive absenteeism shall be grounds for termination. Prior to implementation of disciplinary procedures leading to termination, the City shall make a good faith effort to make a performance referral to the Employee Assistance Program. The final determination shall be made by the City subject to the normal disciplinary review process.

**ARTICLE XXX      LEAVE OF ABSENCE**

- A. Bargaining Unit employees in good standing may, with supervisory permission and five days prior notice, take time off without pay without having to exhaust current leave balances. No employee shall exceed ten working days off without pay within a calendar month.
- B. When an employee is in a leave of absence without pay status due to having exhausted all accrued sick leave and vacation credit, their revised hire date or date of promotion for purposes of merit increases, sick leave, and vacation credit will be the number of working days absent added to their former hire or promotion date, whenever such leave exceeds thirty (30) consecutive working days.

**ARTICLE XXXI      GRIEVANCE/COMPLAINTS**

The City and the Association agree to meet to discuss the current Grievance Policy within 90 days of execution of this MOU. Should changes be proposed and agreed upon, the City will meet and confer with all bargaining units to discuss and review proposed changes.

Section 1      Grievance Procedure

In the belief that the resolution of grievances is a constructive management action, a grievance procedure is hereby established. Such a procedure will give regular employees assurance that the City recognizes their right to be heard and assist them in achieving job satisfaction. The purpose of this procedure is to provide a just and equitable method for the resolution of grievances or complaints without prejudice, coercion or reprisal.

## Section 2 Definitions

- A. A *complaint* is defined as an allegation or charge against a party that an error or wrong has been committed, and is identified as a complaint when communicated to the supervisor or other appropriate designated representative.
- B. The *complaint procedure* is defined as the orderly process by which a determination is made as to whether or not a wrong has been committed.
- C. A *grievance* is an expressed claim by an employee that the City has violated, misinterpreted or misapplied an obligation to the employee as such obligation to the employee is expressed and written in the City personnel ordinance, rules and regulations, and administrative directives, and is identified as a grievance when communicated to the supervisor or other appropriate designated representatives.
- D. The *grievance procedure* is the process by which the validity of a grievance is determined.
- E. The term *employee* includes employees wherever applicable within this procedure.
- F. The term *days*, when used in this procedure, shall mean calendar days.
- G. A *representative* is a person who, at the request of the employee or management, is invited to participate in grievance conferences.
- H. A *general grievance* is defined as an expressed written claim by the employee organization that the City has violated, misinterpreted or misapplied a provision in a current memorandum of understanding which concerns items or procedures relating to the relationship between the City and the employee organization as a corporate body.
- I. The *general grievance procedure* is the process by which the validity of a grievance is determined.

## Section 3 General Provisions

- A. No retribution or prejudice shall be suffered by employees making use of the grievance or complaint procedures, provided, however, no act or behavior which would otherwise subject an employee to discipline shall exclude the employee from discipline simply on the basis that a complaint or grievance is filed pertaining to that act or behavior.
- B. The time limits established herein may be extended to a date certain by mutual written agreement.
- C. If management, at any step of the procedure, fails to respond within the prescribed time limit specified, the employee may process their grievance or complaint at the next step.

- D. If the employee, at any step of the procedure, fails to appeal the decision on a grievance or complaint within the prescribed time limit specified, such decision shall be deemed accepted and shall not be subject to further appeal or consideration.
- E. By mutual written agreement, a grievance may revert to a prior level for reconsideration.
- F. The employee shall be present at all steps of the grievance or complaint procedure.
- G. All communications, notices and papers required to be in writing shall be served personally or by the United States Postal Service.
- H. Management shall inform an employee of any limitation on the authority of the management representative to fully resolve the grievance.
- I. The employee is assured the right to consult with their supervisor, the Department Head or their designee, or the Director of Human Resources, without prejudice, concerning the matter, from and/or procedure for filing a grievance.

#### Section 4 Representation Rights

- A. The employee has the right to the assistance of a representative of their choice in the investigation, preparation and presentation of a grievance.
  - 1. Representation may occur at any stage of the grievance procedure, provided, however, that prior to calling for representation at step one of the procedures, the employee shall discuss their grievance with the supervisor. Upon conclusion of the discussion, the employee may request a continuation of the informal grievance process (step one) to a mutually agreeable time within five (5) days to have the assistance of a representative.
  - 2. If the employee elects another employee as their representative, such representative shall not be released during working hours without the approval of their supervisor.
  - 3. The supervisor shall grant a reasonable amount of time off, provided such would not unreasonably interfere with or delay City work.
- B. Grievance conferences (between management and the employee) will normally be conducted during regular working hours at a mutually convenient time.
- C. The investigation of a grievance during working hours by an employee and their representative, if any, shall be in accordance with the following:
  - 1. Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.

2. There shall be no solicitation of grievances or employee organization membership.
  3. The investigation shall be conducted in a reasonable amount of time and expeditiously with due regard for the work requirements of the City.
  4. Where the investigation commences prior to the end of the regular workday and continues beyond the close of the regular workday, time spent after the close of the regular workday shall be the employee(s) own time.
  5. Entry will not be permitted if it would unreasonably interfere with or delay City work.
  6. All safety regulations relating to the presence or conduct of persons at the job site shall be complied with.
- D. The name of the representative of the employee or management shall be given to the other party not less than forty-eight (48) hours prior to any grievance conference.

## Section 5 Complaint Procedure

### A. Step One

1. The employee shall inform their supervisor of their complaint within ten (10) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the complaint. Failure to complete this procedure will bar further consideration of the complaint.
2. The supervisor shall, within five (5) days after receipt of the complaint, have a discussion with the employee concerning the complaint.
3. The supervisor shall, within five (5) days of the discussion, render a verbal decision to the employee.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

### B. Step Two

1. Within five (5) days from receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision, shall notify the Department Head of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.
2. The Department Head or their designated representative shall, within five (5) days of the notification as required above, have a discussion with the employee concerning the complaint.

3. The Department Head or their designated representative shall, within five (5) days of the discussion, render a verbal decision to the employee.

C. Step Three

1. Within five (5) days from the receipt of the verbal decision from the Department Head, the employee, if they wish to appeal the decision, shall notify the City Manager of their intent to appeal the decision. Failure to complete this procedure will bar further consideration of the complaint.
2. The City Manager or his designated representative shall, within five (5) days of the notification as required above, have a discussion with the employee concerning the complaint.
3. The City Manager or his designated representative shall, within five (5) days of the discussion, render a verbal decision to the employee.

D. Nothing in this section shall prohibit more expeditious handling of the complaint.

Section 6 Grievance Procedure

A. Step One - Informal Grievance

1. The employee shall inform their supervisor of their grievance within ten (10) days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. Failure to complete this procedure will bar further consideration of the grievance.
2. The supervisor shall, within five (5) days after receipt of the grievance, have a discussion with the employee concerning the grievance.
3. The supervisor shall, within five (5) days of the discussion, render a verbal decision to the employee.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

B. Step Two - Formal Grievance

1. Within ten (10) days from the receipt of the verbal decision from the supervisor, the employee, if they wish to appeal the decision, shall submit a formal written grievance to their supervisor. The grievance shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon. Failure to complete this procedure will bar further consideration of the grievance.
2. The supervisor shall, within five (5) days of the receipt of the grievance, schedule a grievance conference at a mutually agreeable time. A

representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.

3. The supervisor shall, within five (5) days of the grievance conference, render a written decision to the employee with a copy of the original grievance.
4. The City, as well as the employee, has the right to process a grievance or complaint to the next step in the grievance procedure.

C. Step Three - Appeal

1. Within five (5) days from receipt of the written decision from the supervisor, the employee, if they wish to appeal the decision, shall submit an appeal to the Department Head. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon, and include the supervisor's response, if any. Failure to complete this procedure will bar further consideration of the grievance.
2. The Department Head or their designee shall, within five (5) days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.
3. The Department Head or their designee shall, within five (5) days of the grievance conference, render a written decision to the employee with a copy of the appeals documents.

D. Step Four - Administrative Appeal

1. Within five (5) days from receipt of the written decision from the Department Head or their designee, the employee, if he/she wishes to appeal the decision, shall submit an appeal to the City Manager. The appeal shall be submitted on forms provided by the City's Personnel Office and in conformance with the procedures stated thereon and include the original grievance and management's responses, if any. Failure to complete this procedure will bar further consideration of the grievance.
2. The City Manager or his designee shall, within seven (7) days of receipt of the appeal, schedule a grievance conference at a mutually agreeable time. A representative of the employee and/or management may attend this conference in accordance with Section 4 of this procedure.
3. The City manager or his designee shall, within seven (7) days of the grievance conference, render a written decision to the employee with a copy of all appeal documents.
4. The City Manager may, at his option, render a written decision based on the documents submitted for their review without the grievance conference within

the time frame set forth above. If they do so, the employee may discuss this decision with the City Manager at a mutually convenient time, provided they request such meeting within seven (7) days of receipt of the City Manager's decision.

5. The decision of the City Manager shall be final, except where the grievance has resulted from a disciplinary action, in which case the employee may appeal his/her case to the Personnel Board of Review as permitted in these rules.

E. Nothing in this section shall prohibit more expeditious handling of the grievance.

## Section 7 General Grievances

A. In order to provide an effective mechanism whereby disagreements between the employee organization and management concerning items or procedures relating to the relationship between the City and the employee organization may be effectively resolved, the following general grievance procedure is hereby established.

1. Where the employee organization has reason to believe that management is not correctly interpreting or applying a relevant provision of a current Memorandum of Understanding, the employee organization may file a general grievance by requesting in writing that a meeting be held with the authorized representatives of the City who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the general grievance and shall set forth the proposed resolution sought. Within fifteen (15) days of receipt of the general grievance, management will schedule a meeting at a mutually agreeable time for the purpose of discussing and attempting to resolve the disagreement.
2. Within fifteen (15) days of this meeting, management will submit its decision in writing to the employee organization.
3. If the employee organization is not satisfied with the decision, they may submit a request for hearing before the City Council. Such request for hearing must be submitted within fifteen (15) days of receipt of management's decision and shall include in detail the facts giving rise to the general grievance and all supporting documentation necessary for City Council consideration.
4. Management shall calendar on the City Council agenda such request and supporting documentation within thirty (30) days.
5. It shall be the option of the City Council to:
  - a. Refuse to hear the appeal, or make a decision on the documentation submitted; or,
  - b. Hold a hearing after which they shall make a decision.

6. The decision of the City Council shall be final.

## **ARTICLE XXXII DISCIPLINARY PROCEDURES**

The Association agrees to the following:

1. The City Council may choose not to participate in the Disciplinary Review Process;
2. The City Council may refuse to hear an appeal;
3. *The number of Commissioners on the Personnel Board of Review may be reduced; but, in no event shall the Board consist of fewer than three (3) Commissioners.*

*Attached to this Memorandum as Exhibit "A" is an opinion from the City Attorney setting forth an employee's right to challenge a commissioner for cause.*

## **ARTICLE XXXIII-R SAFETY SHOE ALLOWANCE**

- a. Safety shoe allowance for eligible classifications, as listed in Exhibit "B" of this MOU shall be \$300.00 annually.
- b. Upon implementation of Workday, the safety shoe allowance will be paid during the first pay period after hiring or promotion to an eligible classification and continue annually thereafter on July 1.
- c. If initially eligible or when footwear is replaced, within three months prior to July 1, the employee will not be eligible for their Safety Shoe Annual Allowance until July 1 of the next year.
- d. This compensation is not included in the MOU rate of pay.
- e. The City shall pay for safety shoe toe capping upon request by the employee.
- f. The replacement of lost or damaged footwear prior to the completion of the employee's one-year shoe allowance period may be reimbursed if the employee can show reasonable cause for such loss or damage, and provided that the footwear to be replace complies with the American Society for Testing and Materials (ASTM) safety standards. The safety shoes shall meet ASTM-F2413-6 standards.
- g. All premature, unusual wear or damage must be reported to the Safety Office Representative and supervisor immediately.
- h. The Safety Office Representative, in conjunction with the supervisor, will assess the shoe condition and, if warranted, will approve a reimbursement for replacement.
- i. The employee will need to supply a receipt of purchase to the Safety Office Representative to obtain reimbursement.

- j. The employee will continue to be eligible for replacement of footwear due to unusual wear and tear under the policy.

#### **ARTICLE XXXIV UNIFORM ALLOWANCE**

The City will provide safety equipment (shoes, steel toed/shank boots, jackets, etc.) for Fire Prevention Specialist employees as deemed necessary by the City.

The City agrees to pay the Fire Prevention Specialist an annual uniform allowance of eight hundred dollars (\$800.00), payable in equal amounts per pay period. All Fire Prevention employees are required to purchase a Class A uniform by their fifth (5<sup>th</sup>) year of employment. Employees will be responsible for purchasing and wearing safety boots as part of their station uniform.

The City agrees to compensate employees for uniform damage in the course of their employment, should the damage justify such action. It is the understanding of both parties to this agreement that uniform replacement does not apply to normal wear and tear.

#### **ARTICLE XXXV PROBATIONARY PERIOD**

Employees hired or promoted on or after March 31, 2024, will serve a probationary period of 12 months/1 year.

#### **ARTICLE XXXVI DRUG-FREE WORKPLACE**

The City and the Association agree that the provisions of the Federal Department of Transportation rules for drug testing will be met. It is further agreed that only DOT required positions will be included.

The Unit agrees to the terms and conditions of the City's Drug-Free Work Place Policy and the Locker Policy.

#### **ARTICLE XXXVII AMERICANS WITH DISABILITIES ACT (ADA)**

The City and the bargaining unit agree that they are subject to and must conform to the Americans with Disabilities Act (ADA).

#### **ARTICLE XXXVIII RECOGNITION**

The City agrees to recognize the Teamsters Local 986 as the sole and exclusive representative for the Administrative, Clerical and Engineering Bargaining Unit, consisting of the employees who perform work in the classifications listed in Exhibit "A" of this Memorandum of Understanding.

#### **ARTICLE XXXIX AGENCY SHOP**

The Administrative, Clerical and Engineering (ACE) Unit will provide the City with information regarding the amount of dues deductions and the list of the ACE Unit member

employees who have affirmatively consented to or authorized dues deductions. The City shall deduct ACE Unit membership dues and any other mutually agreed upon payroll deductions, to the extent permitted by law from of each member employee and remit the deducted dues to the Unit as soon as possible after the deduction.

The City agrees to direct each member employee to the ACE Unit with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law. The ACE Unit is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful union-related payroll deduction.

- A. The City shall make payroll deductions in reliance on the Unit's certification certifying that the ACE Unit has and will maintain an authorization, signed by each member employee who affirmatively consents to pay the ACE Unit membership dues. The ACE Unit is responsible for providing the City with timely information regarding changes to member employee's dues and any other lawful association-related payroll deduction.

The City shall continue to withhold such deductions and shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the ACE Unit.

The City shall not request the ACE Unit to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization.

- B. All employees covered by the Memorandum of Understanding between the City and the ACE Unit are considered covered employees under this Article.
- C. All other legal and required deductions (e.g., payroll taxes, income taxes, health care premiums) have priority over dues deductions. No dues deduction will be made from an employee's paycheck unless the employee's earnings are sufficient to cover the dues after all other legal and required deductions are made.
- D. The ACE Unit agrees to defend, indemnify and hold the City (including its officers, employees, agents, and elected or appointed officials) (the "Indemnitees") harmless from and against any and all claims, demands, losses, damages, disputes, fines, penalties, suits, actions, causes of action, judgments, obligations, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees and court costs), or other actions arising out of or relating to this Article, including but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the ACE's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the ACE.

In the event any such action or proceeding is brought against the City by reason of any such claim, the ACE Unit covenants to defend such action or proceeding by

counsel. Further, the ACE Unit agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the ACE's actions or inactions under this Article.

**ARTICLE XL**            **MANAGEMENT RIGHT TO CONTRACT WITH OUTSIDE VENDORS**

The City will continue to accomplish work internally within the City workforce and assign such work among various City departments. When extra ordinary or specialty work must be accomplished, the City will seek the most cost-effective resources to accomplish such work either through temporary employees or outside professionals.

The City is in the process of analyzing efficiencies as to the means and methods of governmental operations. If it is determined that the City is to outsource or contract services, the City will meet and confer over the decision and effects as it related to any services that specifically pertains to personnel represented by the Association.

**ARTICLE XLI**            **LAYOFF PROCEDURE**

Whenever it becomes necessary to reduce the number of employees in any classification, the order of layoff shall be as follows:

- (1) Employees with provisional status.
- (2) Employees with probationary status.
- (3) Employees with permanent status in order of seniority, the employee with the shortest service in total City service in any classification are to be laid off first.

In the event that two or more employees have identical total City service seniority, the order of layoff will be determined by length of continuous service in the affected classification. Whenever two or more employees have identical service in the affected classification, the order of layoff shall be determined by the City Manager on the basis of performance.

Employees to be laid off in a particular classification have the right to demote to a lower job previously performed for which they meet the minimum qualifications and the employee is capable of performing the essential functions of the position.

The name of each laid off employee shall be placed on a reemployment list and shall be given the first opportunity to return to regular employment in reverse order of layoff.

**ARTICLE XLII**            **RELEASE TIME**

The City shall release members of the Bargaining Unit Negotiating Team one-half hour prior to the commencement of formal meet and confer sessions and permit them to continue preparation for the next session one-half hour following the conclusion of a formal meet and confer session.

Release time will include individuals designated by the Bargaining Unit; release time is based on receiving prior approval of supervisor.

Designated members of the ACE shall have paid release time for the following activities in the capacity of representing the Association and/or its membership:

- a. Formally meeting and conferring with City representatives on matters within the scope of representation. Release time will also be provided for grievance or disciplinary representation as stated above. Release time will include individuals designated by the Association, and is based on receiving prior approval of the member's supervisor.
- b. Testifying or appearing as the designated representative of the Association in conferences, hearings or other proceedings before the Public Employment Relations Board, or agent thereof, in matters relating to a charge filed by the employee organization against the City or by the City against the Association.
- c. Testifying or appearing as the designated representative of the Association in matters before the Personnel Board of Review.
- d. Once annually, three (3) members of the Teamsters' Administrative/ Clerical/ Engineering unit will be granted release time for up to one (1) full day of training at base pay. Overtime is not authorized.
- e. The Association must provide reasonable notice to the City for the time off.

### **ARTICLE XLIII      WORK ATTIRE POLICY FOR FIELD PERSONNEL**

Employees who have continuing contact with the public and/or who are performing tasks which by their nature dictate that they are clearly recognized as City employees are required to wear distinctive apparel that identifies them as City employees. Field Personnel will wear specified identifiable attire at all times while on duty, including a jacket during inclement weather. Other personal attire, e.g., trousers, is the responsibility of the employee and must be appropriate for the work setting. A range of acceptable attire items, as specified within the Identifiable Work Attire for Field Personnel Policy, must be worn by each employee.

The following ACE employees are subject to the provisions of the Identifiable Work Attire for Field Personnel Policy:

- Associate Chemist
- Building Inspector I/II
- Code Compliance Officer I/II
- Engineer I/II and Engineering Technician I/II assigned to the Survey Crew
- Environmental Compliance Inspector I/II
- Field Engineering Inspector I/II
- Lab Quality Assurance Officer

- Laboratory Technician I/II
- Senior Environmental Compliance Inspector

The Field Personnel Attire Committee has been established to specify a range of appropriate shirts and lightweight jackets as required attire to be worn by field personnel. Such attire is denoted within the Identifiable Work Attire for Field Personnel Policy. The Committee will convene on an as-needed basis to review and update the Policy.

**ARTICLE XLIV      MOU REOPENER**

a. At such time as regulations are issued implementing the Affordable Care Act (ACA), including the “Cadillac” Tax, the City and ECEA will meet and confer to review the impact of such regulations on the benefit plans, voluntary plans, and flexible spending accounts (FSA’s) then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans, voluntary plans or FSA’s, covered by the MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and ECEA will reopen the contract to meet and confer and determine how such mandated changes will be implemented.

b. Health Care Re-Opener

The City will direct the Health Insurance Committee to promptly investigate, evaluate and produce a written report assessing potential options to increase the quantity of City funded health plans. The HIC report shall specifically address participation rates and costs associated with each health care option in a written report to be completed by September 1, 2025. Part of this analysis will include a review of the insurance rebate.

c. The parties will meet and confer over revisions to current MOU language to the limited extent necessary to effectuate the above terms and maintain compliance with the law.

DATE: 12/3/25

DATE: 12/1/25

FOR THE CITY OF ESCONDIDO:

FOR THE ADMINISTRATIVE/  
CLERICAL/ENGINEERING UNIT:

  
\_\_\_\_\_  
Jessica Perpetua

  
\_\_\_\_\_  
Byron Odwazny

City Negotiating Team

Jessica Perpetua  
Christina Holmes  
Gary McCarthy  
Daniel Alvarado  
Elaine Carter  
Jennifer Fontaine

ACE Bargaining Unit Team

Neil Sholander  
Byron Odwazny  
Anthony Matautia

**EXHIBIT "A"**  
**Teamsters 986 – Administrative, Clerical, Engineering (ACE)**  
**MONTHLY SALARY RANGES JULY 6, 2025**

<b>Classification Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Accounting Specialist	\$4,660.39	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37
Administrative Assistant (Classified)	\$3,465.26	\$3,638.52	\$3,820.45	\$4,011.47	\$4,212.05	\$4,422.65	\$4,643.78
Assistant Planner I	\$5,272.80	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06
Assistant Planner II	\$5,820.19	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61
Associate Chemist	\$7,450.33	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16
Building Inspector I	\$5,678.23	\$5,962.14	\$6,260.25	\$6,573.26	\$6,901.93	\$7,247.02	\$7,609.37
Building Inspector II	\$6,585.01	\$6,914.26	\$7,259.97	\$7,622.97	\$8,004.12	\$8,404.32	\$8,824.54
Building Permit Technician I	\$4,660.39	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37
Building Permit Technician II	\$5,272.80	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06
Building Permit Technician III	\$5,820.19	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61
Code Compliance Officer I	\$5,144.20	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72
Code Compliance Officer II	\$5,678.23	\$5,962.14	\$6,260.25	\$6,573.26	\$6,901.93	\$7,247.02	\$7,609.37
Customer Service Representative I	\$3,640.69	\$3,822.72	\$4,013.86	\$4,214.55	\$4,425.28	\$4,646.54	\$4,878.87
Customer Service Representative II	\$4,119.11	\$4,325.06	\$4,541.31	\$4,768.38	\$5,006.80	\$5,257.14	\$5,520.00
Economic Development Coordinator	\$5,144.20	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72
Engineer I	\$6,267.71	\$6,581.09	\$6,910.15	\$7,255.65	\$7,618.44	\$7,999.36	\$8,399.33
Engineer II	\$6,918.37	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28
Engineering Permit Technician I	\$4,660.39	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37
Engineering Permit Technician II	\$5,272.80	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06
Engineering Technician I	\$5,539.74	\$5,816.73	\$6,107.56	\$6,412.94	\$6,733.59	\$7,070.27	\$7,423.78
Engineering Technician II	\$6,114.84	\$6,420.58	\$6,741.61	\$7,078.69	\$7,432.62	\$7,804.25	\$8,194.46
Environmental Compliance Inspector I	\$6,114.84	\$6,420.58	\$6,741.61	\$7,078.69	\$7,432.62	\$7,804.25	\$8,194.46
Environmental Compliance Inspector II	\$6,749.63	\$7,087.12	\$7,441.47	\$7,813.54	\$8,204.22	\$8,614.43	\$9,045.15
Facilities Project Coordinator	\$5,965.69	\$6,263.98	\$6,577.18	\$6,906.03	\$7,251.34	\$7,613.90	\$7,994.60
Field Engineering Inspector I	\$5,965.69	\$6,263.98	\$6,577.18	\$6,906.03	\$7,251.34	\$7,613.90	\$7,994.60
Field Engineering Inspector II	\$6,585.01	\$6,914.26	\$7,259.97	\$7,622.97	\$8,004.12	\$8,404.32	\$8,824.54

**EXHIBIT "A"**  
**Teamsters 986 – Administrative, Clerical, Engineering (ACE)**  
**MONTHLY SALARY RANGES JULY 6, 2025**

Fire Permit Technician I	\$4,660.39	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37
Fire Permit Technician II	\$5,272.80	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06
Fire Prevention Specialist I	\$5,820.19	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61
Fire Prevention Specialist II	\$6,424.40	\$6,745.62	\$7,082.90	\$7,437.04	\$7,808.90	\$8,199.34	\$8,609.31
Graphics Technician I	\$4,222.08	\$4,433.19	\$4,654.85	\$4,887.59	\$5,131.97	\$5,388.57	\$5,657.99
Graphics Technician II	\$4,776.90	\$5,015.74	\$5,266.53	\$5,529.86	\$5,806.35	\$6,096.67	\$6,401.50
Housing & Neighborhood Services Program Coordinator	\$5,144.20	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72
Laboratory Assistant	\$3,465.26	\$3,638.52	\$3,820.45	\$4,011.47	\$4,212.05	\$4,422.65	\$4,643.78
Laboratory Quality Assurance Officer	\$6,918.37	\$7,264.29	\$7,627.51	\$8,008.88	\$8,409.33	\$8,829.79	\$9,271.28
Laboratory Technician I	\$5,820.19	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61
Laboratory Technician II	\$6,424.40	\$6,745.62	\$7,082.90	\$7,437.04	\$7,808.90	\$8,199.34	\$8,609.31
Lead Graphics Technician	\$5,272.80	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06
Older Adult Nutrition Program Coordinator	\$5,144.20	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72
Planning Permit Technician I	\$4,660.39	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37
Planning Permit Technician II	\$5,272.80	\$5,536.44	\$5,813.27	\$6,103.93	\$6,409.12	\$6,729.58	\$7,066.06
Plans Examiner I	\$6,585.01	\$6,914.26	\$7,259.97	\$7,622.97	\$8,004.12	\$8,404.32	\$8,824.54
Plans Examiner II	\$7,268.62	\$7,632.05	\$8,013.65	\$8,414.33	\$8,835.05	\$9,276.80	\$9,740.64
Police Program Coordinator	\$5,144.20	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72
Program Assistant	\$4,327.63	\$4,544.02	\$4,771.22	\$5,009.78	\$5,260.27	\$5,523.28	\$5,799.44
Purchasing & Inventory Control Coordinator	\$4,776.90	\$5,015.74	\$5,266.53	\$5,529.86	\$5,806.35	\$6,096.67	\$6,401.50
Recreation Coordinator	\$4,222.08	\$4,433.19	\$4,654.85	\$4,887.59	\$5,131.97	\$5,388.57	\$5,657.99
Recycling Programs Specialist I	\$4,896.32	\$5,141.14	\$5,398.19	\$5,668.10	\$5,951.51	\$6,249.09	\$6,561.54
Recycling Programs Specialist II	\$5,820.19	\$6,111.20	\$6,416.76	\$6,737.59	\$7,074.47	\$7,428.20	\$7,799.61
Senior Administrative Assistant (Classified)	\$3,825.00	\$4,016.25	\$4,217.06	\$4,427.91	\$4,649.31	\$4,881.78	\$5,125.86
Senior Environmental Compliance Inspector	\$7,450.33	\$7,822.85	\$8,213.99	\$8,624.69	\$9,055.93	\$9,508.72	\$9,984.16
Utilities Construction Coordinator	\$5,678.23	\$5,962.14	\$6,260.25	\$6,573.26	\$6,901.93	\$7,247.02	\$7,609.37
Utility Billing Technician	\$5,144.20	\$5,401.41	\$5,671.48	\$5,955.05	\$6,252.81	\$6,565.45	\$6,893.72

**EXHIBIT "B"**  
**Administrative/Clerical/Engineering (ACE) Unit**  
**Shoe Allowance - \$300.00/annual**

Job Code	Job Title
30151	Associate Chemist
50590	Building Inspector I
50600	Building Inspector II
50540	Code Compliance Officer I
50550	Code Compliance Officer II
50670	Engineer II (Survey Crew)
50730	Engineering Technician (Survey Crew)
50815	Environmental Compliance Inspector I
50825	Environmental Compliance Inspector II
40080	Facilities Project Coordinator
50715	Field Engineering Inspector I
50720	Field Engineering Inspector II
30885	Lab Quality Assurance Officer
30870	Laboratory Technician I
30880	Laboratory Technician II
30750	Purchasing & Inventory Control Coordinator
50821	Senior Environmental Compliance Inspector