



MEMORANDUM OF UNDERSTANDING

**ESCONDIDO POLICE OFFICERS' ASSOCIATION
NON-SWORN BARGAINING UNIT
CITY OF ESCONDIDO**

JULY 1, 2025 - JUNE 30, 2028

Approved by Escondido City Council on June 25, 2025

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ARTICLE I
Employer – Employee Relations

1.0 General Provisions

1.1 Ratification and Term

This is a comprehensive Memorandum of Understanding setting forth salaries, benefits and working conditions as agreed upon by the City of Escondido and the Escondido Police Officers' Association Non-Sworn Bargaining Unit.

a. This Memorandum of Understanding ("MOU") constitutes a statement of the terms and conditions of employment including salaries, benefits, working conditions, and hours of work commencing July 1, 2025, through and inclusive of June 30, 2028. Salary and benefit modifications are effective on the dates specified.

b. It is the intent of this MOU to provide for the continuation of the harmonious relationship between the City of Escondido ("City") and the Escondido Police Officers' Association Non-Sworn Bargaining Unit ("Association").

c. This Memorandum of Understanding is entered into by the City of Escondido and the Escondido Police Officers' Association as a result of meeting and conferring in good faith concerning wages, hours, and other terms and conditions of employment.

d. The Escondido Police Officers' Association, pursuant to the Employer-Employee Relations Resolution adopted by the Escondido City Council on March 19, 1980, and in accordance with the procedures therein, was formally acknowledged on June 23, 1980, as a recognized Employee Organization for the bargaining unit and now includes the following classifications:

- Community Service Officer
- Police Records Technician
- Property & Evidence Technician I
- Property & Evidence Technician II
- Public Safety Dispatcher I
- Public Safety Dispatcher II.
- Public Safety Shift Supervisor
- Senior Property & Evidence Technician

1.2 Regular Rate of Pay

For the purpose of this agreement, the term "Regular Rate of Pay" shall mean that established by statute or regulation by the Department of Labor which applies to local governmental jurisdictions. All overtime, except as expressly agreed upon, shall be paid at the "Regular Rate of Pay".

1.3 – 1.7 Reserved

1.8 Management Rights

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

The exercise of such rights shall not preclude employees or their representatives from consulting with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

1.9 Employee Rights

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of their exercise of these rights. No employee shall be prohibited from exercising their right to resign from City employment at any time and nothing in this policy shall be construed as to abrogate that right. In addition, employees of the City shall have the right to the redress of grievances and complaints as set forth in this MOU.

1.10 New Employee Orientation

The City will comply with California Government Code sections 3555-3559 regarding Public Employee Communication. All new hires in a represented bargaining unit shall be informed by Human Resources, at the time of new hire orientation, that a union agreement is in effect for their classification. The employee shall be instructed how to access this MOU. The City and the Association recognize the City has an obligation to provide the Association at least 10 days' advance notice of a new employee orientation. However, the Association will accept notice from the City by email within one working day of the start date of all new hires that fall within the bargaining unit. If the new hire chooses to meet with the Association, the City will provide thirty (30) minutes of release time for both the new hire and the Association Representative to complete an Association orientation. The release time for the Union orientation will be scheduled after the prescheduled time for the new employee orientation. The City's Human Resources Department will coordinate the meeting for the Association orientation with the new hire's department and Association Representative. Also, Human Resources will schedule the Association

orientation at the end of the new hire orientation or no later than the first three (3) days from the new employee's start date.

1.11 Jurisdictional Disputes

In the event of jurisdictional disputes between competing employee organizations or unit claims, the employees of all units shall continue working under the MOU in force at the time.

1.12 – 1.18 Reserved

1.19 Release Time

a. The City shall release members of the Escondido Police Association 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. Such release time not to include more than two employees from each Unit when bargaining at a joint table. In addition, the Association president, if he/she so desires to act as a Unit coordinator, may attend the sessions subject to the approval of each individual Bargaining Unit in their meetings with the City's representatives. Such release time not to include more than three employees, including the alternate; and, subject to Unit approval, the Association president as Unit coordinator, when bargaining as a single unit. In addition, the City shall allow each Bargaining Unit's alternate(s) to attend the preliminary ground rules meeting. No other employees may be released without the advance written approval of the City.

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

1) 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.

2) 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.

3) Testifying or appearing as the designated representative of the Association in matters before the Personnel Board of Review.

4) The Association must provide reasonable notice to the City for the time off.

1.20 Reserved

1.21 Grievance Procedure

a. 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.

b. Definitions:

1) 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.

2) 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.

3) 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 representative.

4) The grievance procedure is the process by which the validity of a grievance is determined.

5) The term employee includes employees wherever applicable within this procedure.

6) The term days, when used in this procedure, shall mean calendar days.

7) A representative is a person who, at the request of the employee or management, is invited to participate in grievance conferences.

8) 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.

9) The general grievance procedure is the process by which the validity of a grievance is determined.

c. General Provisions:

1) 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.

2) The time limits established herein may be extended to a date certain by mutual written agreement.

3) 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.

4) 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.

5) By mutual written agreement, a grievance may revert to a prior level for reconsideration.

6) The employee shall be present at all steps of the grievance or complaint procedure.

7) All communications, notices and papers required to be in writing shall be served personally or by the United States Postal Service.

8) Management shall inform an employee of any limitation on the authority of the management representative to fully resolve the grievance.

9) The employee is assured the right to consult with their supervisor, the department head or their designee, or the Deputy City Manager/Administrative Services, without prejudice, concerning the manner, form and/or procedure for filing a grievance.

d. Representation Rights:

1) The employee has the right to the assistance of a representative of their choice in the investigation, preparation and presentation of a grievance.

a) Representation may occur at any stage of the grievance procedure; provided, however, that prior to calling for representation at step one of the procedure 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 days, to have the assistance of a representative.

b) If the employee elects another employee as their representative, such representative shall not be released during working hours without the approval of their supervisor.

c) The supervisor shall grant a reasonable amount of time off, provided such would not unreasonably interfere with or delay City work.

2) Grievance conferences (between management and the employee) will normally be conducted during regular working hours at a mutually convenient time.

3) The investigation of a grievance during working hours by an employee and their representative, if any, shall be in accordance with the following:

a) Prior to entering any job site, the representative shall obtain the approval of the job site supervisor.

b) There shall be no solicitation of grievances or employee organization membership.

c) The investigation shall be conducted in a reasonable amount of time and expeditiously with due regard for the work requirements of the City.

d) 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.

e) Entry will not be permitted if it would unreasonably interfere with or delay City work.

f) All safety regulations relating to the presence or conduct of persons at the job site shall be complied with.

4) The name of the representative of the employee or management shall be given to the other party not less than 48 hours prior to any grievance conference.

e. Complaint Procedure:

Step One:

1) The employee shall inform their supervisor of their complaint within ten 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 days after receipt of the complaint, have a discussion with the employee concerning the complaint.

3) The supervisor shall, within five days of the discussion, render a verbal decision to the employee.

4) The City, as well as the employee, shall have the right to process a grievance or complaint to the next step in the Grievance Procedure.

Step Two:

1) Within five 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 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 days of the discussion, render a verbal decision to the employee.

Step Three:

1) Within five 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 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 days of the discussion, render a verbal decision to the employee.

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

f. Grievance Procedure:

Step One - Informal Grievance:

1) The employee shall inform their supervisor of their grievance within ten 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 days after receipt of the grievance, have a discussion with the employee concerning the grievance.

3) The supervisor shall, within five days of the discussion, render a verbal decision to the employee.

4) The City, as well as the employee, has the right to progress a grievance or complaint to the next step in the grievance procedure.

Step Two - Formal Grievance:

1) Within ten 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 days of 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 Subsection 4 of this procedure.

3) The supervisor shall, within five 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, shall have the right to process a grievance or complaint to the next step in the Grievance Procedure.

Step Three - Appeal:

1) Within five 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 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 Subsection 4 of this procedure.

3) The department head or their designee shall, within five days of the grievance conference, render a written decision to the employee with a copy of the appeals documents.

Step Four - Administrative Appeal:

1) Within five days from receipt of the written decision from the department head or their designee, the employee, if they wish 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 response, if any. Failure to complete this procedure will bar further consideration of the grievance.

2) The City Manager or his designee shall, within seven 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 Subsection 4 of this procedure.

3) The City Manager or his designee shall, within seven 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 he does so, the employee may discuss this decision with the City Manager at a mutually convenient time, provided they request such meeting within seven 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 their case to the Personnel Board of Review as permitted in the Personnel Rules & Regulations.

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

g. General Grievances:

1) 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:

a) 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 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.

b) Within 15 days of this meeting, management will submit its decision in writing to the employee organization.

c) 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 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.

d) Management shall calendar on the City Council agenda such request and supporting documentation within 30 days.

e) It shall be the option of the City Council to:

- Refuse to hear the appeal, or make a decision on the documentation submitted; or
- Hold a hearing after which they shall make a decision.

f) The decision of the City Council shall be final.

1.22 Reserved

1.23 Seniority Provisions

a. Definition: Seniority shall mean the status attained by length of continuous service with the City as modified by leaves of absence without pay.

b. Paid Leave Preference: For the purposes of granting vacation, holidays and non-emergency sick leave, the following seniority practices shall apply:

1) First preference shall be granted by classification. The highest classification in the job family shall be granted preference regardless of tenure.

2) Within each classification, preference shall be given by length of continuous City service regardless of department or classification.

3) With respect to annual leave (vacation) where a vacation schedule has been bid and approved by the department head, employee requested changes will not be subject to seniority.

4) At all times, the granting of paid leave preference shall be approved by the department head with regard for the needs of the service and such leave shall be controlled at the department level.

1.24 Layoff

For the purposes of layoff, the following seniority practices shall apply:

1) The order of layoff shall be:

- a) Employees with interim status.
- b) Employees with provisional status.
- c) Employees with probationary status.
- d) Employees with regular status.

2) Whenever a reduction in force requires layoff at other than entry level positions, the policy shall apply as follows:

a) Layoffs shall be by classification, regardless of department. Should this policy necessitate transfer to another department, the employee must satisfactorily perform the duties of the position in the department to which they may be transferred.

b) Employees to be laid off in a particular classification have the right to demote within the bargaining unit to a lower position with duties previously performed; provided, the employee meets the minimum qualifications and is capable of performing the essential functions of the position.

c) No demotion to a lower class shall result in the layoff of an employee whose seniority in that lower class, as defined above, is greater than the seniority of the demoted employee.

3) The rules of seniority shall apply to demotions arising from unsatisfactory performance, disciplinary action and reorganizations, except where the needs of the service require otherwise as deemed by the City.

4) Where seniority time is equal, the employee's records with respect to job performance and evaluations shall be reviewed and the City shall grant higher seniority to the employee with the best work record.

1.25 Association Representation

Payroll Deduction: The City shall deduct Escondido Police Association dues and such other proper and lawful deductions from the salary of each Association member covered hereby who files a written authorization, on a form provided by the City, requesting that such deductions be made.

1.26 Americans With Disabilities Act (ADA)

a. Because the Americans with Disabilities Act (hereinafter "ADA") requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that the provisions of this agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotions, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leave, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

b. The Bargaining Unit recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The employee's Bargaining Unit will be notified of these proposed accommodations prior to implementation by the City.

c. 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/ Arbitration procedure.

d. Prior to disregarding any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Bargaining Unit with written notice of its intent to disregard the provision, and if requested will allow the Bargaining Unit the opportunity to discuss options to disregarding the agreement.

ARTICLE II
Terms and Conditions of Employment

2.1 Attendance

- a. Except as the City Manager requires to the contrary, all offices of the City shall be open for business from 7:30 a.m. until 5:30 p.m. on all days except Saturdays, Sundays and the designated holidays as set forth in this MOU.
- b. Employees shall, except as these rules provide to the contrary, work at least 40 hours per week. An employee whose duties require an irregular work schedule shall work according to a schedule recommended by their supervisor and/or department head and approved by the City Manager.
- c. All employees shall be on duty at the times required by these rules with respect to hours, days of work and leave. However, an employee who is absent without leave and who fails to return to duty within 24 hours after receiving written notice to do so shall be deemed to have resigned from their position. Such employee automatically waives all rights under the Municipal Code and this MOU.

2.2 Work Schedule

- a. Community Services Officers: The City and the non-sworn members of the Escondido Police Association agree in good faith that the Escondido Police Department shall provide a 4/10 work schedule for Community Services Officers (CSOs) assigned to Patrol and Investigations. The ten-hour workday will include a one-half hour paid lunch.
- b. The City and Association agree that any changes to the above-described work schedules deemed necessary by the Evaluation Committee shall be the subject of meet and confer prior to implementation of such changes.
- c. Notwithstanding the timeline and evaluation procedure outlined above, the City reserves the right to determine at any time that the operational needs of the department require modification and/or revision of employee work schedules. Any such modification and/or revision of work schedules shall be made in accordance with Section 3500 et. seq. of the California Government Code.
- d. With written approval of the Department Head, an alternate work schedule may be adopted in a section/division where there is mutual agreement between the employees and their supervisor(s) in instances where an alternate work schedule may meet City service level needs. Said alternate work schedule may revert to the original work schedule based upon City service demands and the periodic reevaluation by the respective Department Head, which may be at the request of the employees and/or their supervisor(s). Nothing in this Article provides for or implies any additional compensation or benefit for work on an other than normal work week, work day, or work schedule.
- e. On an ongoing basis, the City will make changes in operations to provide efficient and economical services to our community. The City works on implementation with the

affected employee groups of these changes related to the terms and conditions of employment. These changes are not intended to be attributed towards specific bargaining unit concession calculations.

2.3 Work Period

a. The normal workweek shall be five consecutive work days with two days off. The normal work day shall be eight consecutive hours within a 24-hour period. Community Services Officers (CSOs) assigned to patrol duties shall work a 4/10 work schedule and non-patrol CSOs shall work a 9/80 work schedule for a six-month trial period. Shift work employees shall be granted reasonable advance notice of changes in the scheduled shifts. Notwithstanding the above, when public or operational necessity or efficiency of the services is deemed by the City to require an other than normal workweek, work day or work schedule, such will be prescribed by the City. Whenever there is a change in the existing workweek, work hours, or work schedule (except regularly scheduled shift changes) the City will advise the affected employee(s) of the reasons therefore.

b. The City and the Bargaining Unit will explore alternative work schedules for Dispatch personnel; any future changes will be implemented through a meet and confer process.

2.4 Reserved

2.5 Training

a. Time spent involved in a training function which is prearranged and required by the Escondido Police Department. Training time will be counted as hours worked and normal overtime provisions apply. For the purpose only of clarifying an existing management prerogative, the Department may at its sole discretion, and in compliance with federal and state law, reschedule time off during the work period.

b. Out-of-Town Travel Time:

1) One-day Trip - Such travel time is normally considered work time. However, travel time between home and an airport or railroad station which is comparable to normal commuting time, and duty-free meal time, shall not be counted as time worked.

2) Overnight Trips –

a) An employee traveling at the behest of the employer as a passenger on a public conveyance or in an automobile is considered to be working (except for regular meal period or sleep time), to the extent the travel time occurs during any portion of the employee's "Normal Workday", whether or not the travel occurs during normal working hours on an otherwise regular day off.

b) If the employee is required by the employer to drive an automobile as contrasted to being a passenger, all such time is work time except during bona fide meal or sleep time. If an employee is offered public transportation but requests and is

given permission to drive his/her car instead, the employer may count as hours worked either the time spent driving the car or the time that would have qualified as work time if the employee had used the public conveyance, whichever is less.

2.6 Reserved

2.7 Overtime

a. Eligibility: All classified miscellaneous employees shall be entitled to overtime as described below, except for exempt employees.

1) An exempt employee is an employee whose duties exempt them from overtime as defined by the Fair Labor Standards Act of 1939 as amended. Such employees shall be entitled to compensatory time on a straight time basis with a maximum balance not to exceed 80 hours for supervisory unit employees and 40 hours for other employees and/or overtime compensation at the rate of time and one-half when responding to emergency callback situations as defined in the "Overtime Callback" section. Eligibility for overtime compensation shall be only for callback overtime.

2) Overtime-General: 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 "Overtime-Hours", "Overtime-Hours Worked" and "Overtime-Recordkeeping" below; provided, however, exempt employees may opt for compensatory time off in accordance with the provisions of "Compensatory Time Off."

b. Overtime-Hours: Overtime shall be paid for all hours worked after the normally scheduled regular workday, inclusive of meal time or after 40 hours worked in a week.

Holidays, vacation and sick leave shall constitute hours worked for the purpose of computing overtime.

c. Overtime-Callback: A minimum of three 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 normally scheduled workweek, 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 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.

d. Overtime-Recordkeeping: Overtime shall be recorded and paid on the basis of 15-minute increments; such that for each full 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.

e. Court Time: Time spent in preparation to appear in court, travel to and from court, and actual time spent in appearing or waiting to appear while at a court facility. Travel time shall be that time needed to reasonably travel from and return to the Escondido Police Department. Court time shall consist of "Court Time On Duty" and "Court Time Off Duty" as defined and subject to the compensation set forth below:

1) Court Time On Duty: Court time on duty shall mean court time occurring during the "Normal Workday", "Normal Workday Overtime", or "Extended Day", and shall be compensated as such.

2) Court Time Off Duty: Court time off duty shall mean any court time occurring at any time not included within the definition of "Court Time On Duty" and shall be compensated by payment of an amount equal to four (4) hours or actual time worked, whichever is greater, at time and one-half of the "Regular Rate of Pay".

2.8 Compensatory Time Off

a. At the employee's option, overtime earned after 40 hours in a week may be compensated by time off at the rate of time and one-half hours worked. Compensatory Time Off is subject to the needs of service and may not be taken without 24 hours prior approval by the employee's supervisor for a single shift or less, or 72 hours prior approval by the employee's supervisor for consecutive compensatory hours in excess of a full shift. Compensatory Time Off shall not be granted in increments of less than 30 minutes.

b. The administration of Compensatory Time Off shall be pursuant to the principles set forth in *Mortensen v. County of Sacramento* (9th Cir., May 24, 2004). Additionally, the following specific guidelines shall apply to use of Compensatory Time Off:

1) An employee who has requested the use of Compensatory Time Off shall be permitted to use such time within a reasonable period after making the request if the use of Compensatory Time does not unduly disrupt the operations of the Police Department. A "reasonable period" shall be one year from the time of the initial request (see paragraph 3, below).

2) A non-rebuttable presumption exists that use of Compensatory Time Off would constitute an undue disruption upon the operation of the Police Department, where the use of Compensatory Time Off would cause Department-determined minimum staffing levels for any particular shift, to fall below said staffing level, and/or would result in an overtime expenditure.

3) If the Department is reasonably unable to schedule and grant use of Compensatory Time Off within one year from the time of an initial request to utilize such time then the requested time shall be converted to cash and distributed.

4) The availability of another employee to work for the CTO applicant where the use of CTO would otherwise cause staffing to be below the designated minimum staffing level, shall not be a factor in determining whether or not the Department shall grant CTO usage.

c. Compensatory Time Off balances shall not exceed 100 hours, but may be maintained on an indefinite basis. When the maximum balance is reached, cash payment for overtime will be automatic. Bargaining Unit members may cash out any portion of their accrued Compensatory Time Off balance two times each year, consistent with the shift change schedule for the Police Department.

2.9 Safety Equipment

The City agrees to provide basic safety equipment and uniform-related articles consistent with current practice.

2.10 Reserved

2.11 Probation

a. An Employee may be on probation as a result of initial hiring or due to promotion of a new position.

b. The probationary testing period for individuals shall be one year.

c. If a probationary Employee cannot actually work while on probation for four (4) or more consecutive weeks while on probation, the probationary period shall automatically extend by the amount of time the Employee could not work, to ensure the City has 12 months of actual supervised work to properly assess an Employee's suitability for permanent employment.

d. At the discretion of the City Manager, this probationary period may be reduced or extended by six months.

e. All extensions should be set forth in writing prior to the expiration of the initial 12-month probationary period, and a copy of these extension notices shall be provided to the employee, the Association President, and to the Director of Human Resources at least fifteen calendar (15) calendar days prior to the expiration date of the probationary period.

f. A promoted Employee who is dismissed during his probationary period, except where just cause warrants action to dismiss the Employee from the City Service, shall return to the position in which the Employee most recently held permanent status. The Employee shall not be required to serve a new probationary period upon a return to the Employee's former position.

g. Employees hired or promoted on or after July 1, 2024, will serve a probationary period of 1 year.

2.12 – 2.21 Reserved

2.22 Public Safety Dispatchers: Hybrid Schedule

a. A hybrid alternative work schedule can be used to provide adequate shift coverage, and will overlap with the existing 4/10 work schedule.

1) Public Safety Dispatchers will be assigned to work either a 3/12 or a 4/10 alternative work schedule.

a) 3/12 alternate work week: Within each 80-hour pay period, employees working the 3/12 work schedule will work three twelve-hour days in the first week, three twelve-hour days the second work week with an eight-hour shift in one of the weeks. The eight-hour day will be split, with four hours credited to each work week in the pay period at straight time. Overtime will not begin until after forty hours worked in any work week.

b) 4/10 alternate work week: Within each 80-hour pay period, employees working the 4/10 work schedule will work four ten-hour days in the first week, and four ten-hour days the second work week. Overtime will not begin until after forty hours worked in any work week.

2) Shift changes occur every four months.

a) Selections are picked first by Public Safety Shift Supervisors (by time in grade) followed by Public Safety Dispatchers by department seniority.

b) Shift supervisors may select shifts designated as supervisor shifts on the schedule, to provide optimum coverage.

3) Dispatchers are entitled to a meal period not to exceed 30 minutes and must be taken on the premises. Two rest breaks, not to exceed 15 minutes each, will be permitted during the day.

a) Dispatchers working a twelve-hour shift may also be permitted a second meal period not to exceed 30 minutes. The second 30-minute meal period may be waived by mutual consent of the employee and supervisor, as long as the first 30-minute meal period was not waived.

b) Meal and break periods are considered "on duty" time, therefore employees must respond to their work station immediately in an emergency or other operational need of the department.

b. Police Management can change to a different staffing model as appropriate, and will provide adequate notice to Association if such change is necessary.

c. Due to the unique needs of a 911 center, there may be times when communications operators/supervisors will have to adjust rest break times or work through their breaks. At an employee's request and with supervisor approval, a 15-minute rest break may be combined in to a meal period not to exceed 45 minutes.

ARTICLE III Benefits

3.1 Retirement Plan

a. All Employees are covered by the State of California Public Employees' Retirement System (CalPERS) program pursuant to an existing contract, as amended, between the City of Escondido and CalPERS. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement.

b. After passage of the California Public Employees' Pension Reform Act of 2013 (PEPRA), and subsequent implementation regulations, CalPERS provides separate benefits, rules and regulations for "Classic" and "New Members." Classic members are those members who entered into membership with a retirement system on or before December 31, 2012, and who do not meet the definition of "new" member in Section 7522.04(f). A new member means any of the following:

1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date;

2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Cal. Govt. Code Section (hereinafter "Section") 7522.02;

3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

c. The City provides two tiers of retirement benefits for Classic members and a third tier for New Members.

d. The City no longer pays or reports the value of Employer Paid Member Contributions (EPMC) for any employee.

e. To the extent permitted by CalPERS and Internal Revenue Service regulations, the City shall make the employee deductions pre-tax contributions.

f. "Normal retirement age" for local miscellaneous members shall mean age 60 (Classic) or age 62 (New Members).

3.2 CalPERS Contracted Benefits for All Members

The City has contracted with CalPERS for the following benefits for all Employees (Sections refer to the Cal. Govt. Code):

1) Pre-Retirement Option 2W Death Benefit (Section 21548)

- 2) Pre-Retirement Death Benefits to Continue After Remarriage of Survivor (Section 21551)
- 3) Military Service Credit as Public Service (Section 21024)
- 4) Unused Sick Leave Credit – Local Member (Section 20965)
- 5) 1959 Survivors' Benefit Level 4 (Section 21574)
- 6) 2% Annual Cost-of-Living Allowance Increase (Section 21329)
- 7) \$500/\$2,000 Retired Death Benefit (Section 21620)
- 8) Prior Service (Section 20055)

3.3 Specific CalPERS Contracted Benefits for Local Miscellaneous (Classic) Member - Tier I (3% @ 60)

a. In addition to the standard benefits listed in Section 3.2, Classic Member Employees shall receive the following retirement benefits in accordance with California Public Employees' Retirement law (Cal. Govt Code Section 20000 et seq.) and the City of Escondido's contract with CalPERS:

- 1) 3% at Age 60 Benefit Formula (Section 21354.3)
- 2) Final Compensation 1 Year (Section 20042)

b. Classic Members in Tier I shall contribute **8%** of their CalPERS reported contributions to their CalPERS retirement plan. The contributions will be on a pre-tax basis.

- 1) Tier 1 Retirement Benefit (Classic Members):

The City will implement the CalPERS 3% at 60 level of benefit effective July 1, 2007.

The City and the Bargaining Unit agree that employees will pay the additional one percent (1%) of the employee's eight percent (8%) total retirement contribution to CalPERS.

The City will cease paying the reporting value of the seven percent (7%) Employer Paid Member Contribution (EMPC).

c) The City shall provide 1959 Survivor's Level 4 Benefit provided by CalPERS.

3.4 Specific CalPERS Contracted Benefits for Local Miscellaneous (Classic - Tier II) Member (2% @ 60)

a. Effective December 23, 2012, the City implemented a second-tier retirement for newly hired Employees who meet the definition of Classic Members under the Public Employee Pension Reform Act (PEPRA). The following benefits apply:

1) The City will provide 2% at age 60 retirement benefit formula, Cal. Govt. Code Section 21353.

2) Final Compensation 3 Years (Section 20037)

b. Classic Members in Tier II shall contribute **7%** of their CalPERS reported contributions to their CalPERS retirement plan. The contributions will be on a pre-tax basis.

3.5 Specific CalPERS Contracted Benefits for Local Miscellaneous New Tier III Members (PEPRA) – Tier III (2.0% @ 62)

a. Effective January 1, 2013, and in accordance with the Public Employees' Pension Reform Act (PEPRA), the City 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 benefits apply:

1) The City will provide 2% at age 62 retirement benefit formula (Section 7522.30)

2) Final Compensation 3 Years (Section 20037)

b. New Members with Tier III benefits shall contribute, based on CalPERS actuarial calculations, fifty (50) percent of the CalPERS normal cost rounded to the nearest ¼ percent, currently **7.75%**, of their CalPERS reported contributions to their CalPERS retirement plan. The contributions will be on a pre-tax basis.

3.6 Holidays

a. 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.

DESIGNATED HOLIDAYS

(10 Fixed + 3 Floating)

New Year's Day

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
(3) Floating Holidays

1) 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 work such a holiday shall receive compensation as follows:

1) Time and one-half 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 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.

c. Floating Holiday: All employees will receive three (3) floating holidays per fiscal year on July 1st, equal to twenty-seven (27) hours of straight time. This benefit will not be prorated for those hired after July 1. The floating holiday 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.

d. Holiday Bank Payout: There shall be an opportunity for a cash payout of all or a portion of accrued Banked Holiday hours credited to employees for working on designated holidays. Such payout shall be at the request and discretion of the employee and shall be paid at each pay period. An employee's Banked Holiday Balance shall not exceed 109 hours.

3.7 Reserved

3.8 Vacation

a. Annual Vacation Leave: All probationary, regular part-time, and regular employees in the service shall be entitled to annual full or prorated vacation leave with pay in accordance with the part-time compensation plan.

b. Vacation Accrual: Each eligible employee shall accumulate annual vacation from the date of hire at the rate applicable to their employment status as follows:

Years of Service	Annual Accrual Rate
<i>First 5 years of service</i>	100 hours (3.85 hours per pay period), maximum accrual 200 hours
<i>5 to 10 years of service</i>	140 hours (5.38 hours per pay period), maximum accrual 280 hours
<i>10 to 15 years of service</i>	180 hours (6.92 hours per pay period), maximum accrual 360 hours
<i>15 plus years of service</i>	220 hours (8.46 hours per pay period), maximum accrual 440 hours

c. Vacation Periods: Vacation leave may be taken as long as the employee has accrued vacation hours; vacation must be used in units of one hour or more.

1) 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.

2) 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.

d. Vacation Buy Back: All employees will have the ability to cash out a maximum of 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.

3.9 – 3.10 Reserved

3.11 Sick Leave

a. Sick Leave-Personal Use: Sick leave with pay shall be granted to all probationary, regular part-time, and regular employees within the personnel system. Sick leave shall not be considered as a right which an employee may use at their discretion, but shall be allowed only in case of necessity and actual personal sickness or disability or other authorized reason.

1) In order to receive compensation while absent on sick leave, the employee shall notify their immediate superior or their department head prior to or within two hours of the time set for beginning their daily duties. In the event that an employee has applied for sick leave use for four or more consecutive scheduled working days, the City may require a physician's certification as to the existence of an illness or injury that prevents

the employee from working, and an approval of the employee's intended return to work. The City Manager may, however, require such certification or evidence the City deems necessary regarding sick leave use at any time.

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

3) "Evidence" as used in the prior sentence includes but is not limited to:

a) An opinion from the treating physician as to the expected convalescent period, if any.

b) Specific physical restrictions, if any, which bear on the employee's ability to perform his/her usual and customary duties or modified work assignments.

c) A second opinion on the employee's condition from a physician or physicians of the City's choice (and at City expense) based upon independent medical evaluation(s) and/or review of the employee's physician's report.

b. Sick Leave-Accrual Rate: Sick leave will be accrued with no maximum accrual amount. All employees shall accumulate sick leave at the rate of 4.15 hours per pay period.

c. Sick Leave-Termination: Employees who terminate for any reason, including retirement, shall not receive cash payment for accrued sick leave. All eligibility for sick leave with pay shall be cancelled upon separation of the employee from the City Service; provided that such separation is by layoff, this accumulated eligibility may be restored to the employee in whole or in part by the City Manager upon reemployment.

d. Sick Leave-Illness During Authorized Vacation: Employees who are on authorized vacation and become ill, or otherwise disabled through accident not a result of vicious habits or intemperance, may charge such sickness or disablement to credited sick leave, provided a doctor's certificate is presented to the Deputy City Manager/Administrative Services, indicating the total number of days to be so charged. The employee shall, if necessary, file for Disability benefits.

e. Sick Leave Conversion:

1) Sick leave accrual is convertible and may be converted to vacation on a ratio of four sick hours for two hours of vacation.

2) Vacation converted from sick leave shall be subject to the same time limitations (two years) as regular vacation accrual with the following exceptions:

a) 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. If the requirements are such that an employee cannot take all of their accrued vacation within an accrual year, the balance may be carried forward to the next year. Vacation credit

shall be forfeited if not taken within a 24-month period. For the purposes of this paragraph, accrual year shall commence on the entrance-on-duty anniversary date.

b) Employees shall be permitted to convert sick leave hours to vacation hours as follows:

c) 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. A minimum balance of 120 sick leave hours must be maintained in order to be eligible for conversion to vacation.

3.12 Family Leave

a. Consistent with State Law, the City will provide Domestic Partner benefits.

b. Same Sex Marriage: Consistent with Federal/State Law, the City will provide same-sex marriage benefits.

c. Protected Leave: Employees shall be granted maternity/FMLA/CFRA/PDL leave in accordance with the following provisions:

1) In all cases of pregnancy, the 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. Such statement shall be furnished as soon as practicable after a determination of the pregnancy has been made.

2) A pregnant employee will be permitted to work as long as she is able to safely perform the duties of her position as recommended by the statement of her physician.

3) An employee will be permitted to return to work when she is able to safely perform the duties of her position as recommended by the statement of her physician, based upon examination of her after childbirth. An employee must give notice two weeks prior to the date she wants to return to work. If she does not give two weeks' notice prior to the date she wants to return to work, the department shall not be required to return her to work until two weeks after she has given such notice.

4) A pregnant employee shall be allowed to be absent for the period during which in the opinion of her attending physician and, where necessary, the City physician, she is temporarily disabled because of pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

5) 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.

6) A temporarily disabled pregnant employee shall be entitled to use all accumulated paid leave time for maternity leave and such additional leave of absence without pay, seniority and accrual of benefits, and in coordination with Section 4.04.

7) In the case of adoption or paternity leave, the employee may request up to six months leave per the City of Escondido Personnel Rules and Regulations, Rule 21, Section 6.

Note: PDL – Pregnancy Disability Leave (Federal Law)

3.13 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.

3.14 Bereavement Leave

a. 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.

b. 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.

c. Exceptions to exceed the limit 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).

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

3.15 Military Leave

a. 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/or federal law.

b. Upon verification of military orders, employees who are members of the military reserve or National Guard who have been called to active duty during national security, after the standard Military Leave Policy, shall receive the difference between the amount the employee would have received from their regular City gross biweekly wage (not including overtime) and the amount the employee receives from the military.

c. 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.

3.16 Military Leave/FMLA Military Leave

Military leave/FMLA Military Leave shall be granted in accordance with the provisions of State and Federal law.

3.17 Jury and Witness Leave

a. Jury Duty: Any employee who is called or required to serve as a trial juror shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid their full salary and any payment received by them from the court for such duty. Employees shall provide the Deputy City Manager/Administrative Services with a copy of the call to jury duty and other documentary evidence of service as required by the City.

b. Witness Leave: Any employee who is called or required to serve as a witness shall be entitled to absent themselves from their duties with the City during the period of such service or while necessarily being present in court as a result of a proper subpoena. Under such circumstances, the employee shall be paid the difference between their full salary and any payment received by them, except travel and subsistence pay, for such duty. Witness leave will not be granted to employees who are litigants in civil cases or defendants in criminal cases. Employees shall provide the Director of Human Resources with a copy of the legal subpoena and other documentary evidence of service as required by the City.

3.18 Leave of Absence Without Pay

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 vacation leave balance. No employee shall exceed ten work days off without pay within a calendar month.

b. The City Manager may grant a regular or probationary employee leave of absence without pay, seniority, or benefit accruals not to exceed six months. For special educational purposes, however, the City Manager may grant leaves of absence not to exceed one year, without pay, provided such study is related to City employment. When such special educational leave of absence is granted, the employee must agree in writing that they will return to regular, full-time employment with the City for a minimum of one year. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.

c. When an employee is in a leave of absence without pay status, their revised hire date or date of promotion for purposes of merit increases, sick leave and vacation credit, will be the number of calendar days absent added to their former hire or promotion date,

whenever such leave exceeds 30 consecutive working days. In the event of L.O.A. due to injury or illness, Section 4.04 applies.

3.19 Family Leave/Child-Related Activities 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:

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

3.20 – 3.21 Reserved

3.22 Healthcare 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.

3.23 Health Insurance

a. Committee Membership

- 1) It is agreed that during the term of this Memorandum of Understanding, the Association and City agree to delegate to the Health Insurance Committee (HIC), subject to the ultimate authority and decision of the City Council which may overrule any decision and shall not be bound by any recommendation of the HIC, the authority to manage the City's Health Benefits Program.
- 2) Membership on the HIC, as established in the Personnel Rules and Regulations, be as follows:
- 3) Each bargaining unit with at least twenty-five (25) or more eligible employees shall have one representative on the HIC committee. The City's unclassified group shall provide a number of representatives equal to the total number of representatives provided by all bargaining units.

b. Medical Plan Selection

1) Medical coverage provided by the City will continue to be the lowest cost HMO medical plan as recommended by the Health Insurance Committee and approved by the City Council, and

2) Beginning January 1, 2019, and thereafter, any medical insurance premium increases will be shared equally by the City and the employee for the lowest cost HMO medical.

3) Current medical coverage rates are provided in Exhibit B, Non-Sworn Police 2024 Benefit Summary.

4) The proportional percentage change in premium each year for the base level of coverage (e.g. Kaiser) after changes in Plan Design by the HIC shall be represented in employee premium participation. (The following participation amounts shall be amended as soon as is reasonably possible.)

5) The City reserves the right to document, to the City's satisfaction, the status of each employee.

6) In the event that a majority of the Health Insurance Committee ("HIC") recommends to the City Council changes in the Health Benefit Plans that either provide the same level of benefit coverage for less cost or greater level of benefit coverage for the same or similar costs, the City will meet and confer with the Bargaining Unit as to implementation of the economic impact of the proposed changes.

c. Coverage Waiver

1) The City and the Association agree to a plan to generate cost savings for health insurance premiums in cases where employees are eligible for coverage under an alternate health insurance plan. Employees may waive a level of insurance coverage for themselves and/or their eligible dependents if they are covered under an alternate health insurance plan. If an employee waives insurance coverage at any level, savings result. To recognize the savings, the City and bargaining unit agree to rebate to the employee the amount of \$75.00 per month.

2) Proof of alternate health coverage is required by completing the enrollment/waiver form. Employees will be allowed to enroll during open enrollment or other times during the year as allowed by state/federal law.

3) Employees who are married or in a state-registered domestic partner relationship with another City employee will receive one (1) \$75.00 rebate. The spouse/domestic partner who is waiving coverage will receive the rebate. If the spouse/domestic partner is a non-sworn police employee and receives \$600.00 flex dollars, neither the employee nor their spouse/domestic partner is eligible for the \$75.00 rebate.

4) Employees will make contributions to health insurance coverage based on the insurance carrier selected.

3.24 Dental Insurance

a. Beginning January 1, 2019 and thereafter, dental insurance premium increases, for employee only coverage, will be shared equally by the City and the employee.

b. Current dental coverage rates are provided in Exhibit B, Non-Sworn Police 2024 Benefit Summary.

3.25 Life Insurance

a. The City shall provide for the benefit of each employee, life and accidental death and dismemberment insurance in the amount of \$50,000 and \$1,000 dependent coverage in accordance with current life insurance company rules and regulations. See Exhibit B for current rates.

b. Employees may opt to purchase at employee's expense supplemental group term life insurance via payroll deduction, in accord with the group carrier guidelines.

3.26 Disability Insurance and Benefits

a. The total amount of disability insurance premiums shall be deducted from salary.

b. Coordinated benefits for non-work-related disabilities will take place under the following administrative guidelines effective the first pay date in January 2003. Employees will be required to accept disability benefits upon determination of eligibility and cooperate in filing for benefits:

1) The City will make every possible effort to provide light duty assignments for employees in a disability status, pursuant to Administrative Directive No. 26. Employees in a work-related disability status will have priority for light-duty assignments.

2) Short-term Disability insurance will be coordinated with Long-term Disability coverage.

3) 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.

4) 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.

5) Upon receiving long-term disability benefits, employees may choose to supplement the disability insurance 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.

6) Medical, Dental, Term and 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 payment of twelve months).

7) 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)

3.26.1 Disability Insurance/Workers' Compensation

When a Non-Sworn employee is temporarily disabled on account of an injury or illness for which they received compensation from Workers' Compensation:

1) Employees in a Workers' Compensation status may select additional benefits to be paid from employee's accrued leaves, consistent with disability benefits for employees in a non-industrial disability status.

2) The employee may supplement, with accrued leave credits, the disability pay that they receive from the City while on leave up to either 80% or 100% of regular pay during the temporary disability period.

3) The Payroll Division will administer this section in accordance with IRS regulations and is responsible for adjusting balances appropriately.

3.27 Voluntary Benefits

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 program to the employees. See Exhibit B for current benefits and rates.

3.28 Reserved

3.29 Tuition Reimbursement

a. Within budgetary limitations, and subject to the criteria and limitations listed below, the City will reimburse 100% of tuition and related expenses, up to \$1,500 per employee per fiscal year.

b. A maximum of \$4,500 for the Non-Sworn Police Unit will be allotted each fiscal year for the use of tuition reimbursement for all Bargaining Unit employees, as outlined within this Article.

c. 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 pursue any approved course or courses of study at an educational institution with tuition fees comparable to fees of California State University systems.

3) Reimbursement shall be provided for up to 100% of tuition fees of The California State University systems.

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.

d. 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.)

e. Pre-Approval & 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 pre-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.

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

3.30 – 3.31 Reserved

3.32 401(k) Plan

The City and the Association agree to provide availability of, on behalf of employees, a 401(k) Plan. Administrative costs will be the responsibility of the City. Effective January 1, 2009, and for the duration of this MOU, the plan shall be funded by employee contributions only.

ARTICLE IV Compensation

4.1 Base Pay

- a. Base pay is the amount of compensation found on a pay schedule attached as Exhibit A. Pay schedules provide the amount of pay earned for one month of service at a specified step. Annual base pay is calculated by multiplying the monthly base by 12.
- b. The City calculates the Base Rate of Pay by dividing the monthly base pay amount by the number of regularly scheduled 173.33 hours of work in a month (2080 hours/year by 12 months) to achieve an hourly rate of pay.
- c. Compensation will be paid as earned. Unless specifically addressed otherwise, compensation will be distributed over designated pay periods.
- d. In determining the hourly rate as herein provided, computations resulting in three or more decimal places shall be rounded to the nearest whole cent (two decimal places); thus computations ending in 0, 1, 2, 3, and 4 will be rounded down, computations ending in 5, 6, 7, 8 or 9 will be rounded up.
- e. Exhibit A, Salary Ranges – July 2025, publishes the current pay by classification and step.
- f. Base Salary Adjustments: 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%).
- g. The City reserves the right to make positive salary adjustments in response to recruitment and retention issues. All adjustments will be documented in the City's compensation plan and will apply to all members in the classification. The Association shall have the right to request a salary adjustment.
- h. All salary increases, including annual salary adjustments, when granted, shall be based on merit.

4.2 Pay Steps

a. The City standard pay schedule provides seven (7) steps. Each step provides a 5% increase in base monthly pay. The length of service required for advancement to the next higher step within a particular salary rate range is summarized as follows:

Step	Service*
1	Base
2	12 months' service in the previous step
3	12 months' service in the previous step
4	12 months' service in the previous step
5	12 months' service in the previous step
6	12 months' service in the previous step
7	12 months' service in the previous step

* All steps are merit increases.

b. New Hires. A new employee shall be paid the rate shown as Step "1" in the class of employment for which he or she has been hired. In special instances where such new employee possesses unique and exceptional education, training and/or experience qualifications, the department head under whom the employee will serve, may submit a written request and justification to the City Manager for authorization to place such new employee on higher Step within the allocated salary rate range. Such assignment having once been made shall remain in effect until the said employee shall be entitled to advance to the next salary step in accordance with the further provisions of this Article.

c. Merit Advance. An employee is eligible for a merit increase every twelve months until the employee reaches the top salary step in their classification. Merit increases will only be given if the employee has satisfactory or better performance on the performance evaluation, is recommended for an increase by the Department Head and the recommendation is approved by the City Manager. With a substandard performance evaluation, a merit step increase can be withheld. Employee will be placed on an Individual Development Plan (IDP) with a defined duration (3 months, 6 months, 12 months, etc.). At the completion of a successful IDP, employee will receive a new performance evaluation and will then be eligible for a step increase. A subsequent step increase would require 12 months' service in the step.

4.3 – 4.4 Reserved

4.5 Pensionable Compensation

a. Pensionable compensation means the normal monthly rate of pay or base pay and (a) Must be for normally required duties, (b) Must be historically consistent with prior payments for the job classification, and (c) Must be reported periodically as earned. Pensionable compensation is for services rendered on a full-time basis during normal

working hours and will be paid based upon a publicly available pay schedule. [See 2 CCR 571, 2 CCR 571.1] Pensionable compensation also specifically excludes certain types of pay from being reported as pensionable compensation, including, bonuses, overtime, pay for additional services outside normal working hours, cash payouts for unused leave (vacation, annual, sick leave, CTO, etc.), and severance pay, among others.

b. Pensionable compensation may differ for CalPERS classic and new members.

c. The City will report pensionable pay in accordance with California Public Employees' Retirement law and CalPERS requirements. Any changes in CalPERS practices or reporting requirements will result in an offer to meet and confer on the proposed changes or their impacts.

d. Changes in California Public Employees' Retirement Law and changes in CalPERS interpretation of California retirement law shall preempt any MOU language in conflict with the law or CalPERS regulatory interpretations including but not limited to policy letters.

e. Special Compensation. This section is organized by CalPERS designated categories; (1) Incentive Pay, (2) Educational Pay, (3) Premium Pay, (4) Special Assignment Pay and (5) Statutory Items.

4.5.1 Reserved

4.5.2 Education Incentive Pay

a. The City will provide POST Certification pay for Public Safety Dispatcher I/II and Public Safety Shift Supervisor as follows:

Intermediate Certificate: \$150.00 per month

Advanced Certificate: \$300.00 per month

b. Such incentive pay will be calculated into the base pay for Public Safety Dispatcher I/II and Public Safety Shift Supervisor for salary comparability purposes with other public safety dispatch agencies. Other comparable agencies that provide POST certification pay will also have such pay included in their base salaries for study purposes. 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.

4.5.3 Reserved

4.5.4 Special Assignment Pay

Special Assignment Pay includes a list of pay categories that meet CalPERS regulations for pensionable compensation and includes: Lead Worker Premium, Bilingual Pay, Shift Differential Pay, and Training Pay.

a. Lead Worker Premium: A Public Safety Dispatcher II who works as an acting Public Safety Shift Supervisor during a shift and in the absence of a Public Safety Shift Supervisor, shall be entitled to receive an hourly stipend equivalent to five percent (5%) above Step 5 (base salary) of a Public Safety Dispatcher II. This is limited to one Public Safety Dispatcher II per shift.

b. Bilingual Pay:

1) Dispatch and CSO Positions. The City agrees to pay \$92.31 per pay period for verbal bilingual skills and an additional \$34.62 per pay period for written bilingual skills.

2) Remaining Positions. The City agrees to pay those not in dispatch or CSO positions \$50.00 per pay period to bilingual-speaking employees and an additional \$25.00 per pay period for written bilingual skills.

3) The City reserves the right to establish the criteria for eligibility for this skill pay and shall verify through testing procedures, developed by the City, that employees are qualified and eligible. The bilingual pay benefit will only be authorized with the approval of the Department Head. Members already receiving bilingual pay will continue to receive pay as long as they properly recertify with the City when required. c. Shift Differential: Shift differential for all represented classifications of \$1.50 per hour shall be paid for all hours worked on each regularly assigned shift, including Mid, Swing, and Graveyard.

d. Public Safety Dispatch Trainer Pay:

The City shall pay Dispatch Trainer Pay by adding four (4) hours of overtime per week when the employee is assigned a trainee.

Upon implementation of Workday, planned for December 2024, the City will cease the overtime payments and agrees to pay public safety dispatchers a training premium at five (5.0) percent of their monthly base rate of pay while assigned training duties.

4.5.5 Uniform Allowance

CSO, Property & Evidence Technician, and Public Safety Dispatch personnel shall receive an annual uniform allowance of \$800. Uniform allowance is paid **bi-weekly** and reported to CalPERS in equal amounts each pay period.

As part of this Uniform Allowance, these classifications will be required to purchase and maintain safety boots that shall meet ASTM-F2413-6 standards.

Representing the City with professional appearance while working in the Dispatch Center and in the community, the City will maintain the current Dispatcher uniform.

4.6 Non-Pensionable Compensation

The following categories of pay are not recognized by CalPERS as pensionable income under California law:

4.6.1 – 4.6.5 Reserved

4.6.6 PEPRA Members Uniform Allowance

CSO, Property & Evidence Technician I/II, Senior Property and Evidence Technician and Public Safety Dispatch personnel shall receive an annual uniform allowance of \$800. Uniform allowance is paid **bi-weekly** and reported to CalPERS in equal amounts each pay period.

As part of this Uniform Allowance, these classifications will be required to purchase and maintain safety boots that shall meet ASTM-F2413-6 standards.

Representing the City with professional appearance while working in the Dispatch Center and in the community, the City will maintain the current Dispatcher uniform.

4.6.7 Reserved

4.6.8 Out-of-Class Compensation

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 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.

4.6.9 – 4.6.10 Reserved

4.6.11 January 2005, Limited Flexible Benefits

- a. On July 1, 2024, one CSO and four Public Safety Dispatch Supervisors receive a flexible benefit because the benefits existed on January 1, 2005.
- b. The one CSO may receive a \$600 per month flexible benefit or may choose the same medical coverage as other members. If the remaining CSO elects medical coverage, then the flexible benefit ends and cannot be reinstated.
- c. Public Safety Dispatch Supervisors who have received a monthly flexible benefit since January 2005 will continue to receive a monthly flexible benefit allowance equal to 2% of their salary.
- d. Flexible benefits are not pensionable income, are included in overtime rate calculations, and are taxable income.

Dated: 11/25/2025

Dated: 11-18-25

For the City of Escondido:

For the Escondido Police Officers'
Association – Non-Sworn Bargaining Unit:



Jessica Perpetua



Mark Zeller

City Negotiating Team

Bargaining Unit Team

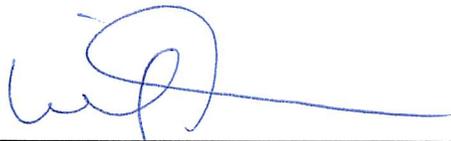
Christina Holmes
Gary McCarthy
Daniel Alvarado
Jennifer Fontaine
Elaine Carter
Lisa Rodelo

Keaton Hagerthy
Nichola Davis
Selena Gruning

APPROVED AS TO FORM AND CONTENT:

CITY OF ESCONDIDO

By:



Michael R. McGuinness
City Attorney

EXHIBIT A
Escondido Police Officers' Association
Non-Sworn Bargaining Unit
SALARY RANGES JULY 2025

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Community Service Officer	001	\$4,562.24	\$4,790.14	\$5,029.70	\$5,280.92	\$5,545.48	\$5,822.75	\$6,113.89
Police Records Technician	A26	\$4,119.11	\$4,325.06	\$4,541.31	\$4,768.38	\$5,006.80	\$5,257.14	\$5,520.00
Property & Evidence Technician I	A23	\$3,825.00	\$4,016.25	\$4,217.06	\$4,427.91	\$4,649.31	\$4,881.78	\$5,125.86
Property & Evidence Technician II	A27	\$4,222.08	\$4,433.19	\$4,654.85	\$4,887.59	\$5,131.97	\$5,388.57	\$5,657.99
Public Safety Dispatcher I	001	\$5,390.19	\$5,658.89	\$5,941.60	\$6,239.49	\$6,551.41	\$6,878.51	\$7,222.44
Public Safety Dispatcher II	002	\$5,941.60	\$6,239.49	\$6,551.41	\$6,878.51	\$7,223.14	\$7,584.12	\$7,963.33
Public Safety Shift Supervisor	007	\$6,896.54	\$7,241.36	\$7,603.43	\$7,983.60	\$8,382.78	\$8,801.92	\$9,242.00
Senior Property & Evidence Technician	A31	\$4,660.39	\$4,893.41	\$5,138.08	\$5,394.98	\$5,664.73	\$5,947.97	\$6,245.37

**EXHIBIT B
NON-SWORN POLICE
2025 BENEFIT SUMMARY**

Benefit/Provider		Monthly Contributions	
	Coverage Level	City Pays	Employee Pays
Kaiser HMO	Employee Only	\$548.42	\$127.52
	Employee + 1	\$1,096.86	\$255.02
	Family	\$1,548.96	\$363.90
Kaiser HDHP w/HSA <small>Note: The City will contribute to an employee's HSA: \$825 for Employee Only coverage; \$1,650 for Employee + 1 or Family coverage</small>	Employee Only	\$450.92	\$94.18
	Employee + 1	\$901.82	\$188.38
	Family	\$1,273.20	\$269.38
Delta Preferred PPO	Employee Only	\$37.34	\$0.00
	Employee + 1	\$36.02	\$37.44
	Family	\$33.24	\$92.72
DeltaCare DMO	Employee Only	\$22.16	\$0.64
	Employee + 1	\$22.16	\$18.70
	Family	\$22.16	\$38.34
Anthem BlueView Vision	Employee Only	n/a	\$7.11
	Employee + 1	n/a	\$12.72
	Family	n/a	\$21.08
Critical Illness (The Hartford)	Employee Only Employee + Spouse One Parent Family Two Parent Family	n/a n/a n/a n/a	Rates vary based on age and coverage-See Benefits
Accident –Low Plan (The Hartford)	Employee Only	n/a	\$5.20
	Employee + Spouse	n/a	\$8.18
	Employee + Children	n/a	\$8.55
	Two Parent Family	n/a	\$13.51
Accident – High Plan (The Hartford)	Employee Only	n/a	\$8.09
	Employee + Spouse	n/a	\$12.74
	Employee + Children	n/a	\$13.46
	Two Parent Family	n/a	\$21.19
Hospital Indemnity Plan (The Hartford)	Employee Only	n/a	\$12.92
	Employee + Spouse	n/a	\$31.31
	One Parent Family	n/a	\$27.02
	Two Parent Family	n/a	\$47.74
ARAG – Legal Plan	Plan Membership	n/a	\$24.25
Supplemental Life Insurance (The Hartford)	Age rated coverage for self, spouse and children	n/a	Rates vary based on age and coverage
Group Life Insurance (The Hartford)	Basic Life and AD&D: \$50,000 Dependent Life: \$1,000	City pays full cost	No cost to employee
Section 125 Pre-tax Premiums, Medical and Dependent Care Flexible Spending Accounts	Provider: TRI-AD Employee may set aside tax-free FSA money Annual minimum (both FSAs): \$240 Medical FSA annual max: \$3,200 Dependent FSA annual max: \$5,000		

**EXHIBIT B
NON-SWORN POLICE
2025 BENEFIT SUMMARY**

Benefit/Provider	Description															
Short Term Disability (The Hartford)	Employee pays .715% of salary															
Long Term Disability (The Hartford)	Employee pays .050% of salary															
Retirement Plan (CalPERS Defined Benefit Plan)	Employee and Employer share the cost Tier 1 Classic: 3% @ 60 Employee contribution rate = 8% Single Highest Year Tier 2 Classic: 2% @ 60 Employee contribution rate = 7% 3 Year Highest Avg Tier 3 PEPR: 2% @ 62 Employee contribution rate = 7.75% 3 Year Highest Avg															
401 (k), 457 and Payroll Roth IRA Plans (MissionSquare Retirement)	Employee contributions to plans are optional															
Cafeteria Plan Benefit	2% of monthly salary (divided into the first two paychecks of each month) (DISPATCH SUPERVISORS ONLY)															
Health Insurance Waiver Rebate	\$75 per month for waiving at least one level of health insurance															
Holidays	10 per year 3 Floating Holidays each July (27 hours)* *Only granted to employees who are actively employed on July 1st Hours do not carry over to next fiscal year															
Bereavement Leave	27 city-paid hours per fiscal year Hours do not carry over to next fiscal year															
Sick Leave Accrual	4.15 hours per pay period, no maximum accrual															
Annual Vacation Accrual	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Years of Service</th> <th style="text-align: left;">Annual Accrual</th> <th style="text-align: left;">Maximum Accrual</th> </tr> </thead> <tbody> <tr> <td>First 5 years</td> <td>100 hours</td> <td>200 hours</td> </tr> <tr> <td>5 to 10</td> <td>140 hours</td> <td>280 hours</td> </tr> <tr> <td>10 to 15</td> <td>180 hours</td> <td>360 hours</td> </tr> <tr> <td>15+</td> <td>220 hours</td> <td>440 hours</td> </tr> </tbody> </table>	Years of Service	Annual Accrual	Maximum Accrual	First 5 years	100 hours	200 hours	5 to 10	140 hours	280 hours	10 to 15	180 hours	360 hours	15+	220 hours	440 hours
Years of Service	Annual Accrual	Maximum Accrual														
First 5 years	100 hours	200 hours														
5 to 10	140 hours	280 hours														
10 to 15	180 hours	360 hours														
15+	220 hours	440 hours														
Tuition Reimbursement	Up to \$1,500 per fiscal year per employee (a maximum of \$4,500 allotted for Bargaining Unit)															
Work-Life Benefits	Employee Assistance Program (EAP) – counseling services The Hartford – Travel Assistance & Identity Theft Program 529 College Savings Plan															
Employee Discounts	Gym Membership Dell Computers Apple Products Cellphone Discounts Working Advantage Program – entertainment discounts Fun Express – entertainment discounts Education Discounts: National University, Grand Canyon University and Waldorf University															