

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF OCEANSIDE

And

THE OCEANSIDE FIREFIGHTERS’

ASSOCIATION

(OFA)



Effective April 1, 2025 – December 31, 2027

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SUMMARY OF KEY ECONOMIC CHANGES

1. **TERM:** From April 1, 2025 to December 31, 2027.

2. **Article VI (Salary):**

1. **Effective the first full pay period in July 2025:**

- **Firefighter/Paramedic – 4%**
- **Fire Safety Specialist – 4%**
- **Fire Engineer – 4%**
- **Fire Captain – 4%**
- **Assistant Fire Marshal – 4%**

2. **Effective the first full pay period in July 2026:**

- **Firefighter/Paramedic – 3%**
- **Fire Safety Specialist – 3%**
- **Fire Engineer – 4%**
- **Fire Captain – 5%**
- **Assistant Fire Marshal – 3%**

3. **Effective the first full pay period in July 2027:**

- **Firefighter/Paramedic – 3%**
- **Fire Safety Specialist – 3%**
- **Fire Engineer – 3%**
- **Fire Captain – 3%**
- **Assistant Fire Marshal – 3%**

3. **Article VI (Salaries & Compensation), Section 6.02 (Health Benefits):**

Effective July 2025, the City’s total contribution towards health insurance (i.e., applied towards medical, dental and vision only) shall be:

Cap (Based on Medical Selection)	EE Only	EE+1	EE+ Family
Kaiser Plans	875	1,500	1,925
Blue Shield Plans	1,000	1,725	2,200

4. Article VI (Salaries & Compensation), Section 6.03 (Retiree Medical Trust Fund):

Effective the first full pay period in April 2025, the City's bi-weekly contribution towards the Retiree Medical Trust Fund shall increase from \$75 to \$100.

5. Article VI (Salaries & Compensation), Section 6.05 (Uniform Allowance):

Effective August 2025, the uniform allowance shall be increased from \$775.00 to \$1,000.

6. Article VI (Salaries & Compensation), Section 6.08 (Tuition Reimbursement):

The City will separate the \$2,000 per employee, per year, tuition reimbursement allowance for all coursework eligible for college credits, and allot a separate \$2,000 per employee, per year for approved courses. The total maximum allocation for this separate funding pool is \$40,000. No further reimbursements will be processed in a given fiscal year once the \$40,000 cap has been reached. Reimbursements will be distributed in the order of each qualified pre-approval and final receipt submission.

Professional Certifications as covered under the California State Fire Training certification program (CFSTES) are reimbursable under the \$40k program. This includes courses established under the California State Fire Training (SFT) as having met established course equivalencies and reciprocity. Certifications that are retired under the SFT program remain reimbursable under the original conditions in which they were set forth for approval under the CFSTES and upon issuance.

7. Article IV (Standby Time)

Effective the first full pay period in April 2025, the standby pay for fire prevention staff shall be modified from \$20 per day to one hour of straight time per day.

8. Article V (Attendance & Leaves), Section 5.04 (Holidays)

Incorporate the language changes reflected in the February 22, 2024 Side Letter.

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF OCEANSIDE
and the
OCEANSIDE FIREFIGHTERS' ASSOCIATION

PREAMBLE

This Memorandum of Understanding is made pursuant to Section 3505.1 of the Government Code of the State of California between the representatives of the Oceanside Firefighters' Association, a recognized employee organization, and the City Manager, the representative of the City of Oceanside, which shall be presented to the City Council for determination.

ARTICLE 1

GENERAL

Section 1.01 RECOGNITION

The City recognizes the Oceanside Firefighters' Association (International Association of Fire Fighters Local 3736) as defined in Section 3501 of the Government Code of the State of California and that said association has, as one of its primary purposes, representing the uniformed employees of the rank of Assistant Fire Marshal, Fire Safety Specialist, Firefighter/Paramedic, Fire Engineer, Fire Captain and Senior Fire Safety Specialist in the Oceanside Fire Department in their employee relations with the City.

Section 1.02 SCOPE OF AGREEMENT

It is acknowledged and understood that the representatives of the City of Oceanside and representatives of the Oceanside Firefighters' Association have met and conferred in good faith pursuant to the provisions of Government Code 3505, et seq.

Section 1.03 CONFLICT OF PROVISIONS

In the event of a conflict between a specific provision of this Agreement and a written rule, regulation or ordinance of the City or any of its divisions, the terms of this Agreement shall prevail.

Section 1.04 SAVINGS PROVISION

If any provision(s) of this Memorandum are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect. If any element of compensation or other benefit enjoyed by the affected employees is invalidated, the parties shall meet and confer, in good faith, for the purpose of attempting to replace that item with one of comparable value.

Section 1.05 NO STRIKE, NO LOCKOUT

During the life of the Memorandum of Understanding it is agreed the City will not lockout any employee. There will be no concerted strike, sympathy strike, work stoppage, slow down, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activity is included in this prohibition.

There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute.

Any employee engaging in any action prohibited by this Article shall be subject to immediate

discharge or such other discipline as the City may assess. Such discharge or discipline shall not be reviewable through the grievance procedure.

Section 1.06 BINDING ON SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto.

Section 1.07 CONCLUSION OF AGREEMENT

This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties. This Agreement is intended to supersede all prior Agreements, Memoranda of Understanding, contrary provisions of salary ordinances, City Code sections, or Personnel Rules and Regulations whether expressed or implied, written or oral. Therefore, for the term of this Agreement, neither party shall be compelled to negotiate or bargain with the other concerning any mandatory bargaining issues, whether or not such issues were specifically discussed prior to the execution of this Agreement, or whether or not such issues were omitted from any discussion. The parties may, however, mutually agree to discuss or meet and confer regarding any issue arising during the term of this Agreement.

Section 1.08 NON-DISCRIMINATION

The City agrees not to discriminate against any employee for his or her activity in behalf of, or membership in, the Association. The employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, sex, age, national origin or alienage, religious or political affiliations, marital status; physical disabilities or any other protected classification in accordance with state and federal law.

Section 1.09 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective **April 1, 2025 through December 31, 2027**, for all personnel represented by the Association.

Section 1.10 LATERAL

By mutual acceptance of the City and the OFA, the term “Lateral” shall be defined as a Firefighter/Paramedic who is currently active and employed by an outside municipal, county, state or federal fire department/agency on a full-time basis for a minimum of one (1) year. For purposes of initial hiring and advancement, a Lateral’s years of experience will be based on the number of whole years they completed as a Firefighter/Paramedic with their prior (i.e., last) Fire Department/Agency employer.

ARTICLE 2

ASSOCIATION RIGHTS

Section 2.01 CONTINUING EXISTING RIGHTS AND BENEFITS

It is recommended that all presently existing rights and benefits enjoyed by the employees and the City of Oceanside, which are not in conflict with or contradictory to any of the provisions set forth in this Memorandum of Understanding, shall continue to be in full force and effect.

Section 2.02 DUES DEDUCTIONS

The City shall deduct Association dues payments from the paychecks of those employees who authorize such deductions for the term of this Agreement. OFA dues forms shall be turned in by the end of the second pay period in July each year from each member or dues shall not be collected. Any employee's form which is not submitted by the end of the second pay period shall not have dues deducted until the form is received in the Financial Services Payroll Division. Retroactive dues collection will not be allowed for late forms.

The language on any form by which employees authorize such deductions shall be mutually agreed upon by the City and the Association. Such form shall provide for a rescission, at the employee's option. Such deductions shall be on a pay period basis.

In accordance with City Charter section 305, political contributions may not be deducted from the wages, earnings or compensation of any employee unless the employee provides a signed written authorization. Such authorization shall be renewed annually.

Section 2.03 TIME-OFF FOR MEETING AND CONFERRING

The City shall provide reasonable time off without loss of pay or other fringe benefits for duly authorized Association representatives for the purpose of meeting and conferring with City representatives during the term of this Agreement. Any release from duty for such purposes shall have prior approval of the City. No Association representative shall be compensated in any manner for participation in any meet and confer session conducted during such representative's scheduled time off duty except as outlined in the Association Leave Bank.

Section 2.04 ASSOCIATION LEAVE BANK

The City will continue to maintain an Association Leave Bank. The purpose of this leave bank is to allow Association board and committee members to attend official scheduled OFA functions, board meetings and to meet their obligations as officers of the Association without having to utilize their accrued leave time. OFA members utilizing this leave bank are required to obtain the authorization for time off as established by departmental policy. It is the responsibility of the employee utilizing the leave bank to obtain a qualified replacement to work his/her schedule work period. The stand by personnel (i.e. the person substituting for the OFA officer or board member utilizing the leave bank)

must have the necessary commensurate skills and training, and must be approved by the appropriate department supervisor. Employees working for Association board and committee members must record their time on the time sheet using the pay code provided established by the Finance Department. This leave bank may be utilized by Association board and committee members and must be approved by either the president or designated OFA board member. If an officer or board member other than the president is authorized to approve leave bank usage, such designation must be provided to the Human Resources Director in writing.

Association members may voluntarily relinquish their vacation or holiday time to be used for this leave bank. It is understood that the hours will only be transferred on an “as needed” basis and that no additional notification, to the employee, regarding the actual transfer of hours will occur. The Human Resources Department will maintain and administer this leave bank.

Effective the first full pay period in January 2007, and annually thereafter, the City agrees to transfer six (6) holiday hours from each bargaining unit employee to this leave bank.

Section 2.05 USE OF CITY FACILITIES

The City shall provide the Association with reasonable use of City facilities for membership meetings during the term of this Agreement so long as such meetings do not interfere with City services.

Section 2.06 USE OF CITY BULLETIN BOARDS

The Association may provide bulletin boards for the exclusive use of the Association at each station or use City bulletin boards for matters within the scope of representation of its members as long as such use does not cause any disruption within the City service. If the Association elects to provide bulletin boards for the exclusive use of the Association, the City and Association shall mutually agree upon the location and maximum size of the bulletin boards prior to installation. The Association will be responsible for the management of material placed on the bulletin board to ensure nothing violates City policy and remains current. The City’s Computer Use policy shall provide the guidelines for using the City’s E-mail system.

Section 2.07 ACCESS TO WORK LOCATIONS

Association officers and officially designated Association representatives shall have reasonable access for legitimate Association business. Association officers or designated Association representatives should first give notice to the Human Resources Director and the Fire Chief or his/her designated representative. If the Fire Chief or his/her representative indicates to the officer or Association representative that they will be interfering with the normal conduct of City services or safety or security standards, the Fire Chief or his/her representative shall arrange another time for the officer or Association representative to return to speak with the employee. The Association shall inform the City of its officers and designated representatives immediately after the changes are made.

Section 2.08 NEW EMPLOYEE ORIENTATION

The Association will be notified of the hiring and orientation of new members and promotions into the Unit, and be given the opportunity to meet with new members during the City’s or

Department's orientation process. The Association will be notified of the hiring and orientation of new bargaining unit members by Human Resources via email at least two weeks prior to orientation where practical. OFA will be given the opportunity to meet with new members either during the Department's or the City's orientation process. Where the Association is unable to attend the City's and the Department's orientations, the Department will make the employee available for a separate orientation (not to exceed thirty (30) minutes) within thirty (30) days of the date of hire or membership with the Association.

The Department will distribute to each new employee entering the unit the following written information together with an orientation packet that will be supplied by the Association.

"The Oceanside Firefighters' Association is your bargaining representative for your job classification concerning wages, hours and working conditions. Your wages, benefits, and terms and conditions of your employment are contained in a Memorandum of Understanding between the City and your Association. If you have any questions about your Association, or need a copy of the agreement, contact your Association at P.O. Box 537, Oceanside, CA 92049 or at www.oceansidefirefighters.net.

Section 2.09 REPLACEMENT OF PERSONAL PROPERTY

Any officer or employee of the City of Oceanside who, in the normal course of his/her employment, suffers damage or destruction as a result thereof to his uniforms or other items of personal property which are required by the City or the employee to fulfill the requirements of his/her position, shall be entitled to replacement or repair thereof upon investigation and recommendation by such employee's Fire Chief, and approval by the Risk Manager, provided such damage or destruction did not occur as a result of such employee's negligence. Said reimbursement shall not exceed \$500 or the reasonable value of functional replacement or repair, whichever is less. Specific limitations on amounts allowable for replacement or repair of specific items shall be established by the City.

Section 2.10 ADVANCEMENT/HIRING

Probationary period: A probationary period of one year begins upon successful completion of the Oceanside Fire Academy. All employees hired as Firefighter/Paramedics 5th Class to 2nd Class, shall serve a single, one-year probationary period as a Firefighter/Paramedic. The probationary period will be applicable even if advancement takes place from one Firefighter/Paramedic class to another. Advancement shall be as follows:

RANK

REQUIREMENTS

Firefighter/Paramedic

- | | |
|---------|---|
| Recruit | <ol style="list-style-type: none">1. Must meet pre-employment requirements as described in the job recruitment announcement.2. Hired from eligible list. |
|---------|---|

Firefighter/Paramedic (Step A)

- 5th Class
1. Must be eligible to be California State Fire Marshal (CSFM) Firefighter I certified.
 2. Maintain a valid California Driver's License.
 3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
 4. Maintain current State of California EMT-P license.
 5. Maintain San Diego County EMT-P accreditation.

Firefighter/Paramedic (Step B)

- 4th Class
1. Successful completion of at least six (6) months as a Firefighter/Paramedic 5th Class on the Oceanside Fire Department or one (1) year experience as a paid, full-time, career Firefighter/Paramedic with another department.
 2. Pass required examinations, if applicable.
 3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
 4. Maintain current State of California EMT-P license.
 5. Maintain San Diego County EMT-P accreditation.
 6. Maintain a valid California Driver's License.
 7. Be recommended by supervisors, if applicable.
 8. Be approved by the Fire Chief.

Firefighter/Paramedic (Step C)

- 3rd Class
1. Successful completion of at least six (6) months as a Firefighter/Paramedic 4th Class on the Oceanside Fire Department or two (2) years' experience as a paid, full-time, career Firefighter/Paramedic with another department.
 2. Pass required examinations, if applicable.
 3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
 4. Maintain current State of California EMT-P license.
 5. Maintain San Diego County EMT-P accreditation.
 6. Maintain a valid California Driver's License.
 7. Possess three (3) units of college credits with a grade of 'C' or better, or in the case of a pass/fail course, a pass is required. The college credit must be relevant to firefighting, EMS, or emergency incident management.
 8. Eligible for CSFM Firefighter I Certification.
 9. Be recommended by supervisors, if applicable.
 10. Be approved by the Fire Chief.

RANK

REQUIREMENTS

Firefighter/Paramedic (Step D)

- 2nd Class
1. Successful completion of at least six (6) months as a Firefighter/Paramedic 3rd Class on the Oceanside Fire Department or at least three (3) years' experience as a paid, full-time, career Firefighter/Paramedic with another department.
 2. Pass required examinations, if applicable.

3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
4. Maintain current State of California EMT-P license.
5. Maintain San Diego County EMT-P accreditation.
6. Maintain a valid California Driver's License.
7. Possess six (6) units of college credit with a grade of "C" or better, or in the case of a pass/fail course, a pass is required. The college credit must be relevant to firefighting, EMS, or emergency incident management.
8. Eligible for CSFM Firefighter II Certification exam.
9. Be recommended by supervisors, if applicable.
10. Be approved by the Fire Chief.

Firefighter/Paramedic (Step E)

- 1st Class
1. Successful completion of at least six (6) months as a Firefighter/Paramedic 2nd Class on the Oceanside Fire Department.
 2. Pass required examinations.
 3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
 4. Maintain current State of California EMT-P license.
 5. Maintain a San Diego County EMT-P accreditation.
 6. Maintain a valid Class A or B California Driver's License with appropriate endorsements or a Class C with a Firefighter endorsement.
 7. Eligible for CSFM Firefighter I and II Certification exams.
 8. Must be Oceanside Fire Department certified Apparatus Operator I.
 9. Possess nine (9) units of college credit with a grade of "C" or better, or in the case of a pass/fail course, a pass is required. The college credit must be relevant to firefighting, EMS, or emergency incident management.
 10. Be recommended by supervisors.
 11. Be approved by the Fire Chief.

Senior Firefighter/Paramedic (Step F)

1. Successful completion of at least twelve (12) months as a Firefighter/Paramedic 1st Class with the Oceanside Fire Department;
2. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
3. Maintain current State of California EMT-P license.
4. Maintain a San Diego County EMT-P accreditation.
5. Maintain a valid Class A or B California Driver's License with appropriate endorsements or a Class C with a Firefighter endorsement.
6. Eligible for CSFM Firefighter I and II Certification exams.
7. Must be Oceanside Fire Department certified Apparatus Operator II.
8. Possess nine (9) units of college credit with a grade of "C" or better, or in the case of a pass/fail course, a pass is required. The college credit must be relevant to firefighting, EMS, or emergency incident management.
9. Be recommended by supervisors.
10. Be approved by the Fire Chief.

For the term of this successor MOU (i.e., April 1, 2025 – December 31, 2027), the parties agree to utilize the successful completion of the Oceanside Fire Academy for the position of CSFM Firefighter 1 (2019) and Oceanside Fire Department Probationary FF/PM Task Book, for the position of CSFM Firefighter II (2019), in lieu of the previously issued California State Fire Marshall (CSFM) Firefighter I & II certification for advancement between the applicable Firefighter/Paramedic classes.

RANK REQUIREMENTS

- Fire Engineer
1. Must be a 1st Class Firefighter/Paramedic or Senior Firefighter/Paramedic with the City of Oceanside Fire Department and have successfully completed original probationary period.
 2. Pass required examinations.
 3. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
 4. Maintain current County of San Diego EMT Certification OR a State of California EMT-P license AND County of San Diego Paramedic accreditation.
 5. Maintain a valid Class A or B California Driver's License with appropriate endorsements or a Class C with a Firefighter endorsement.
 6. Must possess Driver Operator 1A and Driver Operator 1B.
 7. Must have passed CSFM Fire Officer Command 1A with a grade "C" or better, or Engine Boss certification, or Company Officer Command 2D certification.
 8. Must be Oceanside Fire Department certified Apparatus Operator II.
 9. Be recommended by supervisors.
 10. Be approved by the Fire Chief.
 11. Successfully complete probation period of twelve (12) months.
 12. Employees failing to complete their Engineer Promotional Task Book within their first twelve (12) months following promotion to the rank of Fire Engineer may be demoted to the classification/rank that they held before being promoted to the position of Fire Engineer. Such a demotion is neither eligible for appeal nor subject to the grievance procedures outlined in this MOU.

RANK REQUIREMENTS

- Fire Captain
1. At time of application, successfully complete:
 - a. Two (2) years on the Oceanside Fire Department in the position of Fire Engineer; or
 - b. Two (2) years on the Oceanside Fire Department as a 1st Class Firefighter/Paramedic; or
 - c. Any combination of two (2) years on the Oceanside Fire Department as a 1st Class Firefighter/Paramedic and/or Fire Engineer.
 2. Education:

- a. Possess an Associate of Arts (AA) or Associate of Science (AS) Degree in Fire Science; or
 - b. Possess a Bachelor's Degree; or
 - c. Possess all CSFM classes to obtain a Company Officer Task book or CSFM Fire Officer Certificate. A CSFM Company Officer Task Book must be completed within twelve (12) months after promotion to Fire Captain. Employees failing to complete their Task Book within twelve (12) months after promotion may be demoted to the classification they held prior to selection as Fire Captain. This demotion is neither subject to appeal nor subject to the grievance process; or
 - d. Possess eighty (80) transferable creditable units (as defined in this MOU) with a minimum of thirty (30) units in Fire Science or Fire Technology. Employees selected for the position of Fire Captain who do not possess a degree must obtain their Bachelor's Degree within eighteen (18) months of selection. Employees failing to obtain their Bachelor's Degree within this eighteen (18)-month period will be demoted to the classification they held prior to selection as Fire Captain. This demotion is neither subject to appeal nor subject to the grievance process.
3. License/Cards
- a. Maintain a current American Heart Association Healthcare Provider or American Red Cross CPR card.
 - b. Maintain current County of San Diego EMT Certification OR a State of California EMT-P License AND County of San Diego Paramedic accreditation.
 - c. Maintain a valid Class A or B California Driver's License with appropriate endorsements, or a Class C with a Firefighter endorsement.
 - d. Must possess Oceanside Fire Department Certified Apparatus II.
 - e. Blue Card Incident Commander and California Incident Command Certification System (CICCS) Engine Boss certifications must be obtained within twelve (12) months of selection. Employees failing to complete their Task Book within the twelve (12) months may be demoted to the classification they held prior to selection as Fire Captain. This demotion is neither subject to appeal nor subject to the grievance process.
4. Probation period of one (1) year.

In reference to all degree or college unit class requirements referenced in Section 2.09 above, all classes must be taken at universities or colleges that are accredited with the Western Association of Schools & Colleges or one of the other five regional associations that accredit public and private schools, colleges and universities in the United States.

- 2.10.1 In case of promotional appointments to a position allocated to a higher range, the beginning rate of compensation shall be fixed by the City Manager at a step within such higher range, which step shall constitute an increase in compensation for the employee so appointed. The effective date of the promotion shall become the new salary anniversary date.

Section 2.11 VOLUNTARY PHYSICAL FITNESS PROGRAM

It shall be the policy of the parties to this Agreement that physical fitness is a Department priority. Fifty-six (56) hour personnel will be given one and one-half (1 ½) hours per shift to participate in a voluntary physical fitness program.

Said program will be scheduled in the morning between 0800 and 1100 hours. Should emergency responses or operational needs as determined by the Fire Chief make either initiation and/or completion with the allocated time frame impossible, the program will be rescheduled after the lunch break and before 1700 hours.

Section 2.12 LUNCH BREAK

- a. Personnel assigned to the Operations Division will receive a one and one-half (1 ½) hour lunch break between the hours of 1130 and 1700 hours. This time will be cumulative and may be interrupted.
- b. Personnel assigned to full time Staff positions shall be entitled to an uncompensated, duty free meal period.

Section 2.13 RETIREMENT

1. The City has contracted with CalPERS to provide retirement benefits for Association members in the Safety Retirement Plan as follows:
 - a. Association members hired prior to January 1, 2013- 3% at 50 with the highest one (1) year's salary;
 - b. Association members, considered as "Classic" members by CalPERS (e.g., those who do not meet the definition of "New" member under the California Public Employees' Pension Reform Act of 2013 ("PEPRA")), hired on or after January 1, 2013 - 3% at 50 with the highest one (1) year's salary;
 - c. Association members, considered as "New" members under PEPRA, hired on or after January 1, 2013 - 2.7% at 57 with the highest three (3) year's salary;
2. Association Members shall pay towards retirement:
 - a. Safety Association members hired prior to January 1, 2013 and "Classic" members hired on or after January 1, 2013, currently 9%; effective July 1, 2018, all "Classic" Safety members of the Association shall contribute an additional 2% (total of 11%) in cost sharing pursuant to Government Code Section 20516(f); effective the first full pay period in April 2021, all "Classic" Safety members of the Association shall contribute an

additional 1% (total of 12%) in cost sharing pursuant to Government Code Section 20516(f); effective the first full pay period in July 2022, all “Classic” Safety members of the Association shall contribute an additional 1% (total of 13%) in cost sharing pursuant to Government Code Section 20516(f); and

- b. In accordance with State law, Safety Association members considered as “New” members by CalPERS, hired on or after January 1, 2013, 50% of normal cost.

The City shall continue to provide for the same optional retirement benefits provided in the past to employees, except to the extent precluded by law, which shall include the following California Government Code Sections:

- a. Increased 1959 Survivors Benefit (Section 21572).
- b. Post Retirement Survivor Allowance (Section 21624, 21626 and 21626.5).
- c. Military Service Credit as public service (Section 21024).
- d. One Year Final Compensation (Section 20042).
- e. Third Level 1959 Survivor Benefits (Section 21573).
- f. Credit for Unused Sick Leave (Section 20965).

ARTICLE 3

MANAGEMENT RIGHTS

It is understood that nothing in this Memorandum of Understanding shall be construed as a limitation of the rights of the City to manage and administer the affairs of the City.

ARTICLE 4

HOURS OF WORK AND OVERTIME

Section 4.01 WORK PERIOD

For purposes of compliance with the Fair Labor Standards Act (FLSA), the City declares that Fire Suppression personnel will be compensated pursuant to a 7(K) exemption and that the work period is twenty-four (24) days.

Section 4.02 WORK WEEK

The work week for full-time employees assigned to the suppression shifts shall be fifty-six (56) average hours per week, based on a three (3) platoon schedule, and scheduled as in the past. The work week for full-time employees assigned to activities other than suppression shifts shall be forty (40) hours.

Section 4.03 HOURS OF WORK

- 4.03.1 Hours of work for personnel working 24-hour shifts will be between the hours of 0700 and 0659 hours, inclusive.
- 4.03.2 For sworn personnel working twenty-four (24)-hour shifts, “core-time” shall be defined as on-duty time between the hours of 0700 and 1700 "Non-core" time shall be defined as on-duty time between the hours of 1700 to 0659 hours. During “core time” an employee is expected to devote his/her full time to the performance of his/her assigned duties as a City employee. An employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a City employee.
- During “non-core” time, sworn personnel may perform personal tasks as long as those activities are not inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a City employee. Such activities are subject to prior approval by the Fire Chief.
- 4.03.3 The work week for non-suppression personnel will be forty (40) hours. Employees may request an alternate work week schedule or a modified work week schedule consistent with City policy.

Section 4.04 OVERTIME

- 4.04.1 Overtime payment for shift suppression personnel is made for all hours worked over 182 hours in a twenty-four (24)-day work period. Sick Leave hours will not be counted as hours worked for the purpose of calculation of overtime on a pay period basis. Holidays and scheduled vacation shifts shall be counted as hours worked. Bereavement Leave hours, as provided for under Article 5, Section 5.03 of this MOU, will not be counted as hours worked for the purpose of calculating overtime on a pay period basis.
- 4.04.2 Overtime payment is made when the employee is on duty at any time other than his/her normal work schedule as established by the City. This equates to portal to portal while on emergency assignments.
- 4.04.3 The overtime rate of payment is one and one-half (1½) times the employee's current regular rate of pay.
- 4.04.4 Non-emergency overtime call back record book procedures will be as outlined in "Operations Division Scheduling of Staffing" policy.
- 4.04.5 Fire Suppression personnel assigned to Staff (40 hour) positions shall be paid for all hours worked in excess of normal hours when assigned to an Overhead position on a mutual aid (not automatic aid) incident at a portal to portal rate 1.5 times the normal hourly rate for their staff position.

All employees who, on scheduled time off, vacation and/or holiday time, are required to be present in court in connection with the performance of their duties, shall receive a minimum of three (3) hours at time and one-half.

Section 4.05 EMERGENCY RECALL

Employees subject to emergency recall must live within a reasonable distance of their place of employment so as to be able to respond to emergency recalls within a reasonable length of time.

Any employee recalled to perform job duties after the close of the regularly assigned shift and after departure from City facilities shall receive a minimum of three (3) hours overtime pay as provided in this Agreement.

- 4.05.1 Any employee who has the off-duty fire investigation recall responsibility and is recalled to perform job duties after the close of the regularly assigned shift and after departure from City facilities shall receive a minimum of three (3) hours overtime pay as provided in this agreement. The employee receiving the minimum overtime is expected to start and if possible complete the fire investigation report in those instances that the actual investigation time is less than three (3) hours. Employees will not be compensated overtime for work done on their investigation report except for the work done during the three (3) hour minimum. Overtime will be calculated from "portal to portal."

Section 4.06 STANDBY TIME

The City and the Association agree that the scheduling of standby time is to be handled administratively by the Chief. Standby time for divisions other than Operations is to be paid **at one hour of straight time per day for each day assigned**. Assignments may be made on a daily or weekly basis. Employees so assigned may trade the daily or weekly assignment with other eligible employees.

Operations Division Only – Under the sole discretion of the Fire Chief or designee (i.e., Deputy Fire Chief of Operations), qualified and eligible personnel may be voluntarily placed in a 24-hour Standby Assignment. Assigned personnel shall receive a minimum of three (3) hours at a rate of 1 ½ times their straight time rate and must be available and accessible via phone starting at 0700 the morning of the assignment. Assigned personnel must be able to return to active duty (i.e., return to assigned station) within one (1) hour of receiving the call and order to return. If ordered to return, the employee shall receive compensation at a rate of 1 ½ times their straight time rate for all hours worked commencing once they arrive at the assigned station and begin working.

Eligibility and priority for a Standby Assignment within the Operations Division shall follow the current staffing policy for voluntary shift requests.

Section 4.07 SHIFT TRANSFERS

Application for suppression shift transfer shall be made in writing to the Deputy Chief of Operations through the chain of command. The application shall state fully the reasons for the request and the recommendations for approval or disapproval shall be entered by the intermediate officers (Captain) and then forward to their Shift Battalion Chief with their reasons attached. The Deputy Chief shall retain the written requests with the date received written or stamped on the request. Employees who have submitted requests for transfer may have access to the list upon request to the Deputy Chief.

Selection of employee to fill vacancy shall be filled based on established seniority. The Deputy Chief will announce the name of the employee selected to fill the vacancy via email to all department employees.

Section 4.08 STATION BID

Station Bid shall be as outlined in OFD “Station Bid Policy.”

Section 4.09 STAFFING LEVELS

The following will remain in effect until such time as the EMT Program comes to an end (if applicable):

Fire Management, at its sole discretion, but after consultation with the Association, may modify the minimum staffing number on an as needed basis. Firefighting apparatus including, but not limited to Engines (Type I, III and VI) shall maintain three (3) member staffing (Captain, Engineer, Firefighter/Paramedic); Truck company assigned to Fire Station 7 shall maintain four (4) member staffing (Captain, Engineer, and two Firefighter/Paramedics). Any apparatus/vehicle used in relief of

the truck shall maintain the four-member staffing. A truck assigned to any other station shall follow the Engine minimum three (3) person staffing. Ambulance staffing will conform to their operation designation of Rescue, Medic or BLS ambulance.

The Fire Chief (or his/her designee) and the OFA President (or his/her designee) agree to meet annually for the purpose of discussing the effectiveness of the EMT program, the future outlook of the Measure X funding, and to discuss the development of a plan should a revision be required.

Nothing in this section shall surrender the current OFD management rights. Current staffing practices will be followed to fill every position, rank by rank. When necessary due to a lack of available personnel, short term emergency leave, or significant emergency activity requiring a diversion from the normal hiring practices, the OFD shall use qualified personnel for temporary or acting positions. Personnel of any rank, who maintain a current paramedic license or EMT certification may be assigned to an ambulance. When necessary to divert from a normal practice, it is agreed that the OFD management (i.e., Duty Officer or above) will notify the OFA. The modification of staffing will not be implemented for the sole purpose of avoiding force hires or eliminating overtime.

Nothing in this section shall apply to the expansion of the fire department which may occur through the addition of a new fire station(s) or as a result of budgetary changes which may provide for growth, including additional engines, trucks, ambulances or staff.

The Fire Department will maintain a constant staffing model.

Constant staffing, in the City of Oceanside, is defined as a method of staffing the Fire Operations Division by reducing the number of permanent, budgeted positions and increasing the use of overtime on a rank for rank basis.

Section 4.10 FEE REIMBURSEMENT PROGRAM

Certification, recertification, accreditation and continuing education fee reimbursement shall be as outlined in OFD “Fee Reimbursement Policy.”

ARTICLE 5

ATTENDANCE AND LEAVES

Section 5.01 ATTENDANCE

Employees shall work the schedule assigned unless granted official leave by the City. An employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as a City employee.

Section 5.02 SICK LEAVE

5.02.1 Defined: Sick leave is leave from duty which may be granted by the City to an employee because of mental or physical illness or injury, exposure to contagious disease, necessary consultation with or treatment by a doctor or dentist, necessary attendance to illness or injury of a member of the employee's immediate family, or death within the employee's immediate family.

5.02.1.1 For purposes of this Section, an employee's immediate family shall consist of the employee's spouse; children; the employee's or spouse's grandparents, mother, father, brother, or sister; other members of the employee's family entirely dependent upon the employee; or any member of the household who is identified by the employee in a written declaration.

5.02.2 Sick Leave Use

5.02.2.1 An employee may be granted sick leave only in the case of actual sickness as defined in Subsection 5.02.1 above. In the event that an employee recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the Shift Battalion Chief and be available to return to duty.

5.02.2.2 In order to apply for sick leave use an employee shall notify the Shift Battalion Chief prior to 2200 hours on the night before the shift or between 5:30-6:30 hours on the day of the shift they are requesting off.

5.02.2.3 Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury, or disability purposely self-inflicted or caused by willful misconduct.

5.02.2.4 Sick leave shall only be granted in even one-half hour increments.

5.02.2.5 Sick leave shall not be granted to any employee absent from duty after separation from City service, or during a City-authorized leave of absence without pay, or any other absence from duty not authorized by the City. Employees may not utilize accrued sick leave for the sole purpose of extending employment with the City.

- 5.02.2.6 Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.
- 5.02.2.7 Sick leave may be granted to any employee during the first twelve (12) full calendar months of the employee's original probationary period.
- 5.02.2.8 In the event that an employee has applied for sick leave use for three (3) or more consecutive scheduled work days/shifts, the City may require that the employee provide a physician's certification as to the diagnosis of the illness or injury, the treatment recommended for it, and an approval of the employee's intended return to work. The City may, however, require such certification regarding sick leave use at any time by means of written notice to the employee from the supervisor upon the employee's return to work. Such notice will state reason for request. Additionally, following the City's receipt of official notification of an employee's resignation, for reasons other than retirement, said employee shall be required to produce a doctor's note for utilization of sick leave without the requirement of advanced written notice by a supervisor.
- 5.02.2.9 Sick leave granted to any employee for necessary attendance to the illness or injury of a member of the employee's immediate family, or death within the employee's immediate family, shall not exceed forty-eight (48) (96 hours for suppression) hours in any twelve (12) month period.

For purposes of this Section, an employee's immediate family shall consist of the employee's spouse; registered domestic partner; children; the employee's or spouse's or registered domestic partner's grandparents, mother, father, brother, sister or grandchildren; other members of the employee's family residing in the employee's home; or other members of the employee's family entirely dependent upon the employee.

- 5.02.2.10 Once an application for disability retirement has been filed and the City has made a final determination of the employee's eligibility for disability retirement prior to the expiration of the employee's Labor Code 4850 time, such employee shall not be authorized to utilize sick leave after termination of such 4850 time for absences caused by the disability for which the retirement application was filed.

5.02.3 Sick Leave Accrual

- 5.02.3.1 Employees assigned to suppression shifts shall accrue one (1) hour of sick leave for each 20.30 hours spent in a pay status beginning on the first day of service as a City employee. Non-Suppression employees shall accrue one (1) hour of sick leave for each 21.66 hours spent in pay status beginning on the first day of service as a City employee. This accrual amounts to 144 hours per year for suppression shift personnel and 96 hours per year for non-suppression shift personnel. Such accrual shall take place on a pay period basis. Hours spent in a pay status shall include all regular hours worked in the City service and all hours spent in a paid leave status

from regular duties, and shall exclude any hours worked as overtime or special time.

- 5.02.3.2 Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.
- 5.02.3.3 Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave as otherwise regularly provided by this Memorandum of Understanding.
- 5.02.3.4 Sick leave shall not be accrued by an employee absent from duty after separation from City service, or during a City-authorized leave of absence without pay, or any other absence from duty not authorized by the City.
- 5.02.3.5 All employees may accrue sick leave without limitation.
- 5.02.4 Reimbursement for Accrued Sick Leave
- 5.02.4.1 Upon retirement following five (5) years of continuous employment with the City:

- 5.02.4.1.1 Fire Suppression employees may elect to be paid 50% of the employee's accrued sick leave up to a maximum payoff level of 1120 hours at the employee's regular rate of pay at the time of separation, and/or may apply the remaining unpaid sick leave balance, or the entire accumulated sick leave accrual balance to PERS service credit, at the employee's option.. Such reimbursement of accrued sick leave shall be made to the employee's Trust account pursuant to Section 6.03.03 of this MOU at the employee's salary rate at the time of separation, and shall reduce the employee's total amount of accrued sick leave to zero. The employee shall not have the option to receive such payment in cash. Retirement as used herein shall mean retirement pursuant to the City's retirement system known as Public Employees' Retirement System (PERS).

Fire Captains appointed prior to July 1, 1999 shall be allowed to cash out sick leave up to a maximum of 1400 hours at the employee's current regular rate of pay at the time of separation, and/or may apply the remaining unpaid sick leave balance, or the entire accumulated sick leave accrual balance to PERS service credit, at the employee's option. Such reimbursement of accrued sick leave shall be made to the employee's Trust account pursuant to Section 6.03.03 of this MOU at the employee's salary rate at the time of separation, and shall reduce the employee's total amount of accrued sick leave to zero. The employee shall not have the option to receive such payment in cash. Retirement as used herein shall mean retirement pursuant to the City's retirement system known as Public Employees' Retirement System (PERS).

Employees appointed to the position of Fire Captain on or after July 1, 1999 shall be allowed to cash out sick leave up to a maximum equal to other fire

suppression employees as detailed above.

5.02.4.1.2 Assistant Fire Marshal, Fire Safety Specialists and Senior Fire Safety Specialists may elect to be paid 50% of the employee's accrued sick leave, up to a maximum payoff level of 800 hours at the employee's regular rate of pay at the time of separation, and/or may apply the remaining unpaid sick leave balance, or the entire accumulated sick leave accrual balance to PERS service credit, at the employee's option. Such reimbursement of accrued sick leave shall be made to the employee's Trust account pursuant to Section 6.03.03 of this MOU at the employee's salary rate at the time of separation, and shall reduce the employee's total amount of accrued sick leave to zero. The employee shall not have the option to receive such payment in cash. Retirement as used herein shall mean retirement pursuant to the City's retirement system known as Public Employees' Retirement System (PERS).

5.02.4.2 Upon separation, other than by retirement or by disciplinary discharge and following ten (10) continuous years of City Service:

5.02.4.2.1 Fire Suppression employees shall be paid 50% of the employee's accrued sick leave up to a maximum payoff level of 1120 hours at the employee's regular rate of pay at the time of separation, and shall reduce the employee's total amount of sick leave to zero. Said payment of accrued sick leave shall be made to the employee's Trust account pursuant to Section 6.03.03 of this MOU. Fire Captains appointed prior to July 1, 1999 shall be allowed to cash out sick leave up to a maximum of 1400 hours at the employee's current regular rate of pay at the time of separation, and shall reduce the employee's total amount of sick leave to zero. Employees appointed to the position of Fire Captain on or after July 1, 1999 shall be allowed to cash out sick leave up to a maximum equal to other fire suppression employees. Said payment of accrued sick leave for the position of Fire Captain shall be made to the employee's Trust account pursuant to Section 6.03.03 of this MOU.

5.02.4.2.2 Assistant Fire Marshal, Fire Safety Specialists and Senior Fire Safety Specialists shall be paid 50% of the employee's accrued sick leave, up to a maximum payoff level of 800 hours at the employee's regular rate of pay at the time of separation, and shall reduce the employee's total amount of sick leave to zero. Said payment of accrued sick leave shall be made to the employee's Trust account pursuant to Section 6.03.03 of this MOU.

5.02.4.3 Each calendar year employees may elect to receive payment in lieu of accrued sick leave provided such employee has used thirty-two (32) hours or less (forty-eight (48) hours or less for suppression employees) during the period. An eligible employee shall notify the City of the desire to receive such payment prior to December 1 of each calendar year. An employee receiving such pay shall receive, at the regular rate of pay, pay for 25% of the number of hours of sick leave accrued less those hours used for the calendar period. The employee's accrued sick leave shall be reduced by the

number of sick leave hours for which pay is provided.

Section 5.03 BEREAVEMENT LEAVE

- 5.03.1 A fifty-six (56)-hour permanent employee shall be eligible to take forty-eight (48) hours, or a total of two (2) shifts, of paid leave of absence on account of the death of a member of the employee's immediate family. A forty (40)-hour permanent employee shall be eligible to take a total of twenty-four (24) hours, or three (3) working days of paid leave of absence on account of the death of a member of the employee's immediate family.
- 5.03.2 Members of the immediate family shall be limited to spouse; registered domestic partner; children; the employee's, spouse's or registered domestic partner's grandparents, mother, father, brothers or sisters; and other members of the employee's family residing in the employee's home; or any member of the household who is identified by the employee in a declaration.
- 5.03.3 Upon approval of the Fire Chief, an additional three (3) days or two (2) shifts of bereavement leave may be granted. These three (3) days or two (2) shifts, if granted, shall be chargeable to sick leave.

Section 5.04 HOLIDAYS

- a. January 1st, "New Year's Day";
- b. The third Monday in January, "Martin Luther King Jr. Day";
- c. The last Monday in May, "Memorial Day";
- d. July 4th, "Independence Day";
- e. The first Monday in September, "Labor Day";
- f. November 11th, "Veterans' Day";
- g. The Thursday in November "Thanksgiving Day";
- h. The Friday following "Thanksgiving Day" and
- i. December 25th, "Christmas Day".

Floating Holidays. In addition to the above holidays, each employee (except those assigned to fifty-six (56) hour shifts) shall be credited with forty-eight (48) hours of floating holiday. Floating holiday hours are to commemorate other holidays including President's Day, Admission's Day, Columbus Day, State wide election day and other holidays that may be celebrated by employees. All employees will be credited with forty-eight (48) floating holiday hours on January 1 of each year. The hours shall not exceed forty-eight (48) and unused hours from the prior year shall have no cash value.

(40) hour employees in the classification eligible for fifty six (56) hour suppression shifts, shall be credited with forty-eight (48) hours of floating holidays on July 1 of each year and seventy-two (72) hours of holidays (holidays are designated in section 5.04 above). Floating holiday hours are to commemorate other holidays including President's Day, Admission's Day, Columbus Day, State wide election day and other holidays that may be celebrated by employees. The floating holiday hours shall not exceed forty-eight (48) and unused hours from the prior year shall have no cash value.

Employees on a forty (40) hour shift must utilize their holiday or floating holiday hours on designated holidays, if taken. If a holiday occurs, and the employee has exhausted their holiday and floating holiday hours (Section 5.04.1.4), the employee must utilize other accrued leave hours (excluding sick leave) or take leave without pay at the employee's option.

When an employee transfers from a fifty-six (56) hour shift to a forty (40) hour shift, employees shall receive holiday hours for all remaining City holidays not already credited for the calendar year and the remainder of the employee's holiday balance will be assigned as floating holidays utilizing the conversion factor contained in this agreement.

When an employee transfers from a forty (40) hour shift to a fifty-six (56) hour shift, all holiday hours and floating holiday hours will be credited as holiday hours in accordance with the conversion factor contained with this agreement.

For forty (40) hour employees: For employees separating from City service, holiday hours shall only be redeemed for holidays that have previously occurred in the current calendar year.

- 5.04.1 In the event that one of the above holidays falls on a Sunday, the Monday following will be observed as the holiday. In the event that any of the above holidays fall on a Saturday, the Friday preceding will be observed as the holiday.
- 5.04.2 (For forty (40) hours employees only) In the event that a holiday falls on an employee's regularly scheduled work day, and the employee is required to work, then the employee shall be entitled to receive another day off in lieu thereof, in addition to straight-time pay for each hour worked, or overtime, as otherwise appropriate.
- 5.04.3 Floating holiday leave shall be scheduled at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City. Such leave may be scheduled and taken prior to the date of the holiday it replaces, provided that any leave pay so advanced shall be deducted from the final paycheck of any employee separating from the City service prior to the date of the holiday. Such leave shall only be taken in even whole hour increments. All such floating holiday leave not taken prior to the end of the work day on June 30 of each year shall be lost without any compensation provided in lieu thereof, except as provided below. In the event that the City has not granted and scheduled floating holiday leave after receiving at least two (2) written requests to do so from the employee, then the employee shall be compensated for all unused floating holiday leave on a straight-time, hour-for-hour basis.
- 5.04.4 Fire suppression employees assigned to a fifty-six (56) hour work week shall earn seven (7) twenty-four (24) hour shifts of holiday leave.

- 5.04.5 Fifty-six (56) and Forty (40) hour shift safety employees may elect to cash in unused (non-floating) holiday hours at straight time. The cash pay off will occur on the first full pay period in January of the following year.

Section 5.05 VACATIONS

5.05.1 Vacation Use

- 5.05.1.1 All employees shall be entitled to annual vacation leave with pay as provided in this Agreement.
- 5.05.1.2 Scheduling of employee vacation leave shall be at the discretion of the City with due regard to the wishes of the employee and the work requirements of the City.

- 5.05.1.2.1 Oceanside Fire Department Policy and Procedure “Operations Division Scheduling of Staffing” Section will be used to establish vacation and holiday time off.

The City and Association agree that changes to the Operations Division Scheduling of Staffing Section will be done through a reopener of this section and side agreements.

- 5.05.1.2.2 Fire Suppression personnel are prohibited from volunteering to work overtime on scheduled vacation shifts.

- 5.05.1.3 Vacation leave shall only be granted in even whole hour increments.
- 5.05.1.4 Vacation leave shall not be granted to any employee after separation from City service or during a City-authorized leave of absence without pay or any other absence from duty not authorized by the City.
- 5.05.1.5 All employees shall be granted an annual vacation that is not subject to cancellation except to provide for emergency staffing due to a major disaster or incident. Employees shall be eligible to take at least fifteen (15) consecutive days off each year provided that adequate vacation hours exist in employees' vacation leave balance. Those vacations which are canceled will be rescheduled within the calendar year.

5.05.2 Vacation Accrual

- 5.05.2.1 Effective the first full pay period in July 2020, the following leave accrual rates will be effective.

All employees shall accrue vacation leave on the basis of all hours spent in a paid status based on City Service (excludes any time worked as overtime or special time as provided below). Such accrual shall take place on a pay period

basis. Effective April 28, 2017, the Fire Chief will have the discretion of determining the amount of vacation leave hours a Lateral may begin accruing upon being hired by the City. The maximum rate a Lateral will be eligible to accrue upon hire will be based on the number of whole years they have completed as a Firefighter/Paramedic with their prior (i.e., last) Fire Department/Agency employer.

Vacation Accrual Rates for a 56-hour schedule. Employees working a 40-hour schedule will have accrual rates adjusted by payroll to result in a proportional annual accrual.

- (1) During an employee's first five (5) full consecutive years of employment, the employee shall accrue 5.01 hours of vacation leave for each 112 hours spent in a pay status.
- (2) Beginning with an employee's sixth (6th) year of continuous employment through the completion of ten (10) full calendar years of continuous service, the employee shall accrue 7.17 hours of vacation leave for each 112 hours spent in a pay status.
- (3) Beginning with an employee's eleventh (11th) year of continuous employment through the completion of fifteen (15) calendar years of continuous service, the employee shall accrue 9.31 hours of vacation leave for each 112 hours spent in a pay status.
- (4) Beginning with an employee's sixteenth (16th) year of continuous employment and extending through the remaining years of employment, the employee shall accrue 11.47 hours of vacation leave for each 112 hours spent in pay status.

5.05.2.2 All employees are encouraged to take annual vacation leave away from their job duties. All eligible employees may accumulate vacation leave up to a maximum of 504 hours (360 hours for forty-hour employees). Once that maximum is reached, the employee shall stop accruing vacation credits until the maximum accumulated vacation leave balance is less than 504/360 hours. Exception: Employees may accrue vacation in excess of 504/360 hours during the calendar year. Hours accrued in excess of 504/360 during the calendar year have no cash value and must be utilized prior to the end of the pay period encompassing December 31st of each year. Employees separating will be paid accrued vacation up to a maximum of 504/360 hours.

5.05.2.3 Vacation leave granted by the City and used by an employee shall be deducted from the employee's accrued vacation leave.

5.05.2.4 Employees granted a leave of absence with pay or other approved leave with pay shall accrue vacation leave as otherwise regularly provided by this Agreement.

5.05.2.5 Vacation leave shall not be accrued by any employee absent from duty after separation from City service, or during a City-authorized leave of absence without pay or any other absence from duty not authorized by the City. Employees may not utilize accrued vacation leave for the sole purpose of extending employment with the City.

5.05.3 Compensation for Accrued Vacation Leave

5.05.3.1 Upon separation, an employee shall receive compensation for accrued vacation leave. Such compensation at the time of separation shall be paid at the employee's regular rate of pay.

5.05.3.2 In the event of termination of employment, the employee shall receive, in lieu of vacation, a sum of money equal to the number of hours of accrued and unused vacation time officially recorded by the City, times the employee's regular rate of pay.

5.05.4 In the event that a holiday recognized in this Agreement occurs during an employee's scheduled vacation leave, then such holiday shall not be considered as vacation leave used by the employee.

Section 5.06 MILITARY LEAVE

The City's Administrative Directive (AD-70), in conformance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the State Military and Veteran's Code shall govern the City's granting and an employee's use of military leave.

Section 5.07 LEAVE OF ABSENCE WITHOUT PAY

5.07.1 Any employee who has successfully completed the original probationary period may submit to the appropriate immediate supervisor a written request for leave of absence without pay for a period not exceeding one (1) year for the specific purpose of obtaining improved job training, or recuperating from an extended illness for which sick leave is not available, including maternity leave, or for attending to urgent personal affairs. Use of a leave of absence without pay for a purpose other than that requested shall be considered as an employee's automatic resignation from the City service. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-City employment. The City shall have sole discretion to approve or disapprove any such request.

5.07.2 Any employee having been granted a leave of absence without pay and not reporting for work promptly upon its expiration shall be considered to have automatically resigned from the City service.

Section 5.08 LEAVE FOR JURY DUTY

Any employee called to serve as a juror shall receive compensation from the City for the difference between the pay received as a juror, except payment for mileage, and the employee's regular salary that would have been received but for jury duty.

Section 5.09 FAMILY MEDICAL LEAVE

Employees on a City approved Family Medical Leave may select which of their personal accrued leave banks are to be utilized first. All accrued personal leave banks must be depleted prior to an employee being placed on unpaid FMLA leave.

Section 5.10 MODIFIED DUTY

Employees on modified duty will not be required to work outside of the Fire Department, unless a mutually agreeable assignment is available. Modified duty is subjected to approval based on the employee's work restrictions and availability of assignments, and will be approved on a case by case basis.

Both the City and the OFA agree to meet in good faith during the term of this MOU to discuss the City's Workers' Compensation Program with the goal of educating OFA members on the Workers' Compensation process and enhancing communication efforts between the City and the OFA membership.

ARTICLE 6

SALARIES AND COMPENSATION

Section 6.01 SALARY

6.01.1 The parties agree to the following increases to each step of the salary schedules for all classifications represented by the OFA as dictated below.

Effective the first full pay period in **July 2025**

- **Firefighter/Paramedic – 4%**
- **Fire Safety Specialist – 4%**
- **Fire Engineer – 4%**
- **Fire Captain – 4%**
- **Assistant Fire Marshal – 4%**

Effective the first full pay period in **July 2026:**

- **Firefighter/Paramedic – 3%**
- **Fire Safety Specialist – 3%**
- **Fire Engineer – 4%**
- **Fire Captain – 5%**
- **Assistant Fire Marshal – 3%**

Effective the first full pay period in **July 2027:**

- **Firefighter/Paramedic – 3%**
- **Fire Safety Specialist – 3%**
- **Fire Engineer – 3%**
- **Fire Captain – 3%**
- **Assistant Fire Marshal – 3%**

Section 6.02 HEALTH BENEFITS

6.02.1 The City shall provide every eligible employee with the option of selecting medical and/or dental and/or vision insurance for the employee only or for the employee and all eligible family members. If eligible family members are enrolled, they must be enrolled in the same coverages as elected by the employee.

Effective upon execution of this Memorandum of Understanding, the City agrees to provide insurance plan coverage for the employee only, the employee plus one (1) dependent or the employee plus family.

If both husband and wife are employed full time with the City, the City will pay the

full cost of the family plan for health, dental and vision not to exceed the cost of the City of Oceanside contracted HMO plan, the dental DPO plan and the vision plan.

The City’s total contribution towards Health Insurance (i.e., applied towards Medical, Dental and Vision only) shall be:

Cap (Based on Medical Selection)	EE Only	EE+1	EE+ Family
Kaiser Plans	617.13	1029.14	1168.07
Blue Shield Plans	767.65	1278.67	1446.20

Effective July 2025 the City’s total contribution towards Health Insurance (i.e., applied towards Medical, Dental and Vision only) shall be:

Cap (Based on Medical Selection)	EE Only	EE+1	EE+ Family
Kaiser Plans	875	1,500	1,925
Blue Shield Plans	1,000	1725	2,200

- 6.02.2 Each eligible employee may elect to change the selection of optional benefits programs once per year at a time designated by the City
- 6.02.3 The City shall continue medical/dental/vision coverage for employees on approved leaves of absence without pay provided the employee pays the entire cost of the premiums in a timely manner. The City shall provide the employee with a payment schedule. For employees on approved leaves of absence without pay under the Family and Medical Leave Act, the City shall continue the monthly insurance contribution as provided by law.
- 6.02.4 The City provides medical benefits to Oceanside Firefighters Associations (OFA) represented employees. These benefits are subject to the Federal Affordable Care Act (“ACA”). The City, upon notice to OFA, may reopen this MOU on the issue of health insurance benefits, to negotiate changes to the health insurance benefits, including but not limited to, insurance plans provided and contributions made by the City or employees, in the event necessary to avoid penalties under the Affordable Care Act or applicable regulations and their interpretation by the federal government.

6.03 RETIREE MEDICAL TRUST FUND

As mutually agreed to, with the establishment of the Southern California Firefighters Benefit Trust (hereafter, the “Trust”) through the Oceanside Firefighters Association, Article 6, section 6.03 (Retiree Medical Trust Fund) is hereby modified as follows:

The purpose of the Trust shall be to provide for retiree health expense reimbursement benefits. The Trust shall be, and remain separate and apart from any City health insurance funding program, unless changed by mutual agreement of the parties to this agreement.

6.03.01. EMPLOYEE CONTRIBUTION AMOUNT

The City of Oceanside (hereafter, the “City”) and the Oceanside Firefighters Association agree that the City shall withhold a mandatory contribution of \$50.00 per pay period on a pre-tax basis from the pay of every employee who is a member of the Oceanside Firefighters Association bargaining unit, and is in a paid status for any portion of the current pay period. Said contributions shall be transmitted to the Trust pursuant to the requirements specified under Article 6, section 6.03.04 below.

6.03.02. EMPLOYER CONTRIBUTION AMOUNT

The City shall make on a pre-tax basis each pay period a contribution to the Trust in an amount equal to \$75.00 for every employee who is a member of the bargaining unit and, in a paid status for any portion of the pay period. Upon the mutual agreement of the parties, the amount of this contribution may be augmented from time to time, in any increment of \$25, as long as the modification is made for all employees covered by this agreement.

Effective the first full pay period in April 2025, the City’s total bi-weekly pre-tax contribution to the Trust shall be increased to an amount equal to \$100.00 for every employee who is a member of the bargaining unit and, in a paid status for any portion of the pay period.

6.03.03. SICK LEAVE TRANSFER

Nothing in this section will preclude an employee from utilizing any unused portion of their sick leave balance upon retirement to purchase service credits pursuant to Article 2, section 2.13 (Retirement) of this MOU. Furthermore, the value of the unused sick leave payment will be determined after any eligible and designated contributions into a 457 deferred compensation plan have been deducted pursuant to Article 6, section 6.06 (Deferred Compensation) of this MOU. The City and the Oceanside Firefighters Association agree that the City will make the following mandatory transfers, on a pre-tax basis, to the Trust on behalf of every employee who is a member of the bargaining unit represented by the Oceanside Firefighters Association:

- a. Mandatory Accrued Leave Contribution (at Retirement). For every employee who is represented by Oceanside Firefighters Association, the City shall, upon the employee's retirement from the City, irrevocably contribute to the employee's Trust account on a pre-tax basis, an amount equal in value to 100% of the value of the sick leave payout the employee is entitled to pursuant to Article 5, section 5.02.4.1, subsections 5.02.4.1.1 and 5.02.4.1.2. of this Memorandum of Understanding based upon the employee's rate of pay immediately preceding retirement. Effective the first pay period in which both the Oceanside Firefighters Association and City commence bi-weekly contributions to the Trust, an employee shall no longer have the option to receive a cash payout for the value of any eligible accrued and unused sick leave.

6.03.04. REMITTANCE OF CONTRIBUTIONS

The City shall remit the above contributions and/or accrued leave payments directly to the Trust for the duration of this Memorandum of Understanding. Those contributions shall be remitted on a bi-weekly/per pay period basis, in one aggregate payment (*e.g., ACH transfer or wire*) directly to the custodian of the Southern California Firefighter Benefit Trust within 30 days of the date the payment would have been payable to the employee. In addition, the City shall submit a monthly report of contributing employees, in the format requested by the Southern California Firefighter Benefit Trust, or which the City can reasonably develop and is mutually agreeable, to the Trust Office and secretary of the Oceanside Firefighters Association.

6.03.05. MODIFICATION OF EMPLOYEE CONTRIBUTION AND LEAVE AMOUNTS

The City and the Oceanside Firefighters Association agree that the Oceanside Firefighters Association has the right, subject to approval of its members according to the Oceanside Firefighters Association's internal rules, to prospectively modify the amount of the mandatory employee bi-weekly contribution in any increment of \$25, or the percent of the mandatory employee leave contribution during the course of this Agreement, so long as the modification is mandatory for all employees covered by this Agreement. Oceanside Firefighters Association must notify the City in writing sixty (60) days in advance of the effective date of any change to the above bi-weekly employee contribution amount and/or percentage of leave contributions.

The City's obligation to provide pre-tax deposits would remain subject to Internal Revenue Service rules as they may be revised in the future. Should the Internal Revenue Service later determine that these contributions are no longer permissible on a pre-tax basis, the parties shall meet and confer in good faith to pursue alternative approaches for providing comparable benefits.

Section 6.04 LIFE INSURANCE

The City shall provide every eligible employee with group life and AD&D insurance coverage equal to one time their annual base salary with a minimum benefit of \$30,000 and a maximum of \$200,000. The City agrees to establish a supplemental life insurance program. Eligible employees may apply for the additional coverage at the employee's expense. The City shall make payroll deductions for this coverage.

Section 6.05 UNIFORM ALLOWANCE

Effective August 2025, each employee shall be entitled to an annual cash uniform allowance payment of \$1,000 for the maintenance and purchase of all required uniforms and boots or shoes. The uniform allowance shall be paid annually the second pay period in August. Probationary firefighters, upon successful completion of the Oceanside Fire Academy, shall receive their first uniform allowance during their probationary year. The payment shall be paid the second pay period in August, unless graduation is after that date in the fiscal year. In which case, payment shall be the first full pay period following graduation. In no event shall uniform allowance be paid twice in one fiscal year to any firefighter.

When fire safety employees are performing fire suppression duties, all uniforms shall be in conformance with standards established by the California Occupational Safety and Health Administration. Where more than one type of uniform is approved by Cal OSHA, the City will determine the approved uniform to be used in the City.

Section 6.06 DEFERRED COMPENSATION

All employees may participate in the City's non-contributory plan on a voluntary basis, subject to all of the plan's conditions and regulations.

Section 6.07 OUT OF CLASS ASSIGNMENTS

It is understood that the Department has the authority to appoint short term acting assignments as required. To be eligible for short term acting assignments, the employee must have passed the most-recent promotional examination for the classification for which the acting assignment is classified and have completed the required sections of the position task book. Priority for employee selection shall be in the order of an existing promotional eligibility list (or most recent promotional eligibility list if there is no current list). Priority for short-term acting assignments will be given to eligible employees within a designated platoon (i.e., shift). If no such employee is eligible to fill the assignment, the assignment will be offered to an employee of another platoon. When no clear parameter (platoon or position on a promotional list) is useful in the determination of a selected individual, department seniority shall establish the order of this acting eligibility.

6.07.1 Compensation

When an employee is assigned and required to act in a higher classification for a period of thirty (30) days or more, the following compensation rules apply:

6.07.1.1 Acting Engineer

6.07.1.1.1 The employee shall be placed at the next available Engineer base rate step that represents an increase from their current base rate of pay.

6.07.1.2 Acting Captain

6.07.1.2.1 The employee shall be placed at the next available Captain base rate step that represents an increase from their current base rate of pay.

6.07.1.3 Fire Safety Specialist

Fire Safety Specialists who are required to perform out-of-class assignments in a supervisory capacity for the full eight (8) hour duty day shall receive an additional five (5) percent of the employee's base rate of pay.

6.07.1.4 In addition to the pay set forth above, the employee shall also be entitled to receive any incentive pay which the employee normally receives.

6.07.1.5 Acting Battalion Chief

6.07.1.5.1 Five (5) percent less than the Battalion Chief base rate (Step A) of pay for short-term (twenty-nine (29) days or less).

6.07.1.5.2 The Battalion Chief base rate (Step A) (or Step B if possessing a Bachelor's Degree) of pay for long-term (thirty (30) days or more).

6.07.2 An acting appointment may be made by the Fire Chief to cover any part of a shift of an employee who is unable to perform his/her duties due to illness, injury or authorized time off if the Fire Chief, or his designee, is unable to secure coverage by other off-duty employees within the rank. An acting appointment of thirty (30) consecutive calendar days or longer shall be considered a long-term appointment.

6.07.3 The Fire Chief shall fill long-term acting assignments from persons reachable in the top three scores of the current promotional eligible list. If less than three persons in the top three scores wish to be considered for an acting assignment, the Chief may consider the scores in descending order so that at least three (3) interested persons can be considered.

6.07.4 The duration of a single acting assignment shall in compliance with Government Code Section 20480, not be for a period of time exceeding nine hundred sixty (960) hours in a fiscal year, nor be considered in establishing an employee's evaluation date for the purpose of applying the salary plan, nor be applied toward any subsequent probationary period. The 960-hour limitation will not apply to employees in an out of class assignment who are filling in for an employee who is on temporary leave of absence. Such out of class assignments will be limited to a period of time not to exceed six (6) months. If the vacancy remains after a period

of six (6) months, a second person shall be given the opportunity to serve.

Section 6.08 TUITION REIMBURSEMENT

- 6.08.1 Permanent employees are eligible to receive tuition reimbursement. The City shall provide reimbursement for courses related to the employee's current job, and for courses taken as part of a curriculum (general education or classes applicable to a specific major that would lead to an Associate or Bachelor Degree), in accordance with City directive(s).

The maximum amount the City shall provide for reimbursement of tuition, books, lab fees, and mandatory fees within a fiscal year will be \$2,000.

Employees shall obtain pre-approval prior to commencement of classes. Reimbursement will only be granted for courses taken at universities or colleges that are accredited with the Western Association of Schools & Colleges, Distance Education Accrediting Commission, or one of the other five regional associations that accredit public and private schools, colleges and universities in the United States. Fire Officer and Chief Officer classes which are transferrable to a four (4) year degree will be approved for tuition reimbursement if attended off-duty and approved in advance.

- 6.08.2 If a permanent employee attains a degree in a subject related to his/her current job, while employed with the City of Oceanside, the employee shall receive a one-time payment of \$300 for an Associate level degree and \$600 for a Bachelor's degree. Employees eligible for this one-time payment must submit their request within one year of obtaining their degree.

- 6.08.3 A total fund pool of \$40,000 will be allocated by the City for the OFA to cover the reimbursement costs of certification courses on a first come/first serve basis; excluding those already outlined under subsection 6.08.1 above. **Effective July 1, 2026, the City will allot a separate \$2,000 per employee, per fiscal year, for the reimbursement of approved course as described further below in this section. The total maximum allocation of the fund pool shall remain at \$40,000.** Should the allocated fund pool be exhausted within the fiscal year, no further courses will be reimbursed or approved for reimbursement. Similarly, any unused funds from the pool shall not be carried over into the next fiscal year. Reimbursements will be distributed in the order of each qualified pre-approval and final receipt submission.

Professional Certifications as covered under the California State Fire Training certification program (CFSTES) are reimbursable under the \$40k program. This includes courses established under the California State Fire Training (SFT) as having met established course equivalencies and reciprocity. Certifications that are retired under the SFT program remain reimbursable under the original conditions in which they were set forth for approval under the CFSTES and upon issuance.

Section 6.09 MILEAGE REIMBURSEMENT

When an employee is authorized to use his/her personally owned vehicle during work assignments, the City shall provide advanced mileage or mileage reimbursement at a level equivalent with the current IRS rate. This rate is subject to adjustment up or down based on actions of the Federal government. The set rate is intended to be a total amount paid for the use of the vehicle, inclusive of gas, oil, insurance, and maintenance.

Section 6.10 BILINGUAL PAY

Bilingual pay is provided at approximately \$300 per month. Pay is made on an hourly basis of \$1.73 per hour for employees assigned to a forty (40) hour assignment or \$1.24 per hour for employees assigned to a fifty-six (56) hour assignment to employees who occupy designated positions and who are certified by Human Resources testing as proficient. The number of employees receiving bilingual pay shall be determined by the Fire Chief.

Section 6.11 PRECEPTOR PAY

Preceptors who are assigned interns who are not city employees by Fire Administration shall receive a flat rate of \$800 for Primary Preceptors and \$400 for Secondary Preceptors upon completion of assignment. In the event a Secondary Preceptor is not utilized the Primary Preceptor will receive a flat rate total of \$1,200.

Section 6.12 EDUCATIONAL INCENTIVE PAY

Non-probationary employees meeting City-approved certifications listed below shall be eligible to receive Educational Incentive Pay upon providing written proof of achievement (e.g., certification, completion of task book issued by the training agency or the California State Fire Marshal (CSFM)) being provided to Human Resources Department signed by the Fire Chief, or designee, with associated payroll documentation. The Fire Chief, or designee, shall not withhold processing of the request to Human Resources and shall present it within a reasonable amount of time. The eligible classes listed below are subject to amendment by mutual agreement of the Association, the Fire Chief, and Human Resources Director.

Effective the first full pay period after April 1, 2023:

- All Firefighter/Paramedics holding certifications or completed task books for three (3) of the below eligible classes shall receive 5% of the employee's base hourly rate of pay as Education Incentive Pay.
- All Fire Engineers and the Fire Safety Specialist holding certifications or completed task books for three (3) of the below eligible classes shall receive 5% of the employee's base hourly rate of pay as Education Incentive Pay.

- All Fire Captains and the Assistant Fire Marshal holding certifications or completed task books for three (3) of the below eligible classes shall receive 5% of the employee's base hourly rate of pay as Education Incentive Pay.

Approved Certifications for Firefighter/Paramedic:

TECHNICAL

Low Angle Rope Rescue Operational
 Rope Rescue Awareness & Operations
 Rescue Systems 1 Certification
 Rescue Systems 2 Certification
 Structural Collapse Specialist I Certification
 Structural Collapse Specialist II Certification
 Rope Rescue Technician (RRT)
 Structural Collapse Technician+*
 Swift Water Rescue Technician 1+*
 Swift Water Rescue Technician NFPA 1006 & 1670+*
 SFT Water Rescue Technician+*
 Confined Space Technician +
 Hazardous Materials Operational
 Hazardous Materials Technician+*
 Hazardous Materials Specialist+*
 Hazardous Materials IC (HAZMAT IC)+*
 Trench Rescue Technician+*
 Tactical Paramedic Certified (TP-C)

CALIFORNIA STATE FIRE MARSHAL

CSFM Company Officer Certification+*
 CSFM Fire Officer Certification+

CSFM Instructor I Certification+
 CSFM Training Instructor Certification+
 CSFM Instructor II Certification+
 CSFM Fire Instructor II Certification+
 CSFM Fire Marshal Certification+
 CSFM Fire Inspector I Certification+
 CSFM Fire Inspector II Certification+
 CSFM Plans Examiner Certification
 CSFM Fire Investigator I Certification+
 CSFM Fire Investigator II Certification+

MEDICAL

SPECIALTY (certified and qualified)

S-270 Basic Air Operations
 S-290 Intermediate Wildland Behavior
 Fire line EMT Certification
 Fire line Paramedic Certification
 New Driver Operator 1A*
 Driver Operator 1B

+to include completion of all courses in series
 *to include task book completion

Approved Certifications for Fire Engineer/Assistant Fire Marshal/Fire Safety Specialist:

TECHNICAL

Low Angle Rope Rescue Operational
 Rope Rescue Awareness & Operations
 Rescue Systems 1 Certification
 Rescue Systems 2 Certification
 Rope Rescue Technician (RRT)
 Structural Collapse Technician+*
 Structural Collapse Specialist I Certification
 Structural Collapse Specialist II Certification
 Swift Water Rescue Technician 1+*
 Swift Water Rescue Technician NFPA 1006 & 1670+*
 Confined Space Technician +
 Hazardous Materials Operational
 Hazardous Materials Technician+*
 Hazardous Materials Specialist+*
 Hazardous Materials IC (HAZMAT IC)+*
 Trench Rescue Technician+*
 Tactical Paramedic Certified (TP-C)

CALIFORNIA STATE FIRE MARSHAL

CSFM Company Officer Certification+*
 CSFM Fire Officer Certification+
 CSFM Instructor I Certification+
 CSFM Training Instructor Certification+
 CSFM Instructor II Certification+
 CSFM Fire Instructor II Certification+
 CSFM Fire Marshal Certification+
 CSFM Fire Inspector I Certification*
 CSFM Fire Inspector II Certification*
 CSFM Plans Examiner Certification
 CSFM Fire Investigator I Certification*
 CSFM Fire Investigator II Certification*

SPECIALTY (certified and qualified)

S-230 Crew Boss*
S-231 Engine Boss*
S-234 Ignition Operations*
S-244 Field Observer*
S-270 Basic Air Operations

S-290 Intermediate Wildland Behavior*
Blue Card Incident Commander Certification
Fire line EMT Certification
Fire line Paramedic Certification

+to include completion of all courses in series
*to include task book completion

Approved Certifications for Fire Captain:

TECHNICAL

Low Angle Rope Rescue Operational
Rope Rescue Awareness & Operations
Rescue Systems 1 Certification
Rescue Systems 2 Certification
Rope Rescue Technician (RRT)
Structural Collapse Technician+*
Structural Collapse Specialist I Certification
Structural Collapse Specialist II Certification
Swift Water Rescue Technician 1+*
Swift Water Rescue Technician NFPA 1006 & 1670+*
Confined Space Technician +
Hazardous Materials Operational
Hazardous Materials Technician+*
Hazardous Materials Specialist+*
Hazardous Materials IC (HAZMAT IC)+*
Trench Rescue Technician+*
Tactical Paramedic Certified (TP-C)

CSFM Fire Marshal Certification+

CSFM Fire Inspector I Certification*
CSFM Fire Inspector II Certification*
CSFM Plans Examiner Certification
CSFM Fire Investigator I Certification*
CSFM Fire Investigator II Certification*

MEDICAL

SPECIALTY (certified and qualified)

S-230 Crew Boss*
S-231 Engine Boss*
S-234 Ignition Operations*
S-244 Field Observer*
S-270 Basic Air Operations
S-290 Intermediate Wildland Behavior
S-330 Task Force/Strike Team Leader*
S-404 Safety Officer*
Blue Card Incident Commander Certification
Fire line EMT Certification
Fire line Paramedic Certification

+to include completion of all courses in series
*to include task book completion

CALIFORNIA STATE FIRE MARSHAL

CSFM Company Officer Certification+*
CSFM Fire Officer Certification+
CSFM Chief Fire Officer Certification+*
CSFM Chief Officer Certification
CSFM Instructor I Certification
Training Instructor Certification
CSFM Instructor II Certification
Fire Instructor II Certification

Section 6.13 FLEXIBLE SPENDING ACCOUNT

The City will provide an IRS approved Flexible Spending Account program that will enable employees to defer compensation on a pre-tax basis for eligible health care expenses and dependent care expenses. Administrative fees will be paid by the City.

Section 6.14 LONG TERM DISABILITY INSURANCE

The City agrees to pay for long-term disability coverage for the classifications represented by OFA to the California Association of Professional Firefighters' Long-Term Disability plan.

Section 6.15 ASSIGNMENT DIFFERENTIAL

Effective upon ratification of this agreement, any fifty-six (56)-hour employee assigned to work a forty (40)-hour week, will be paid a 7.5% differential. To be paid the differential, the following conditions must be met:

1. The assignment must be made in writing by the Fire Chief or an Assistant Fire Chief.
2. The assignment must be longer than three months.
3. Any employee covered will be moved to a forty (40)-hour workweek by Personnel Action Form.
4. This differential is not to be paid for employees who are temporarily assigned to administrative duties or on light duty or related assignments.
5. This differential is limited to employees who are assigned to work in Administration, Training or Prevention Divisions.

NOTE: Employees transferring from or to fifty-six (56) hours shifts shall have their leave accruals converted at a factor of 1.4. Sick leave will be converted at a factor of 1.5.

Section 6.16 SAFETY SHOES

The City shall reimburse any employee required by the City to wear safety shoes in the course of regular job duties for the cost of purchasing and maintaining such shoes up to a maximum of \$240 per pair. Any such shoes shall meet city specifications. City reimbursement for safety shoes provided pursuant to the Agreement shall be limited to one (1) pair of shoes at any one time, per two (2) year period, and no replacement reimbursement shall be provided unless such replacement has been authorized by the City. No replacement reimbursement shall be made until the shoes to be replaced have been turned in to the City.

ARTICLE 7

STANDARDS OF CONDUCT

Section 7.01

Employee misconduct may be cause for disciplinary action including, but not limited to: reprimand, reduction in pay, demotion, suspension with or without pay, or discharge. Such misconduct shall include, but not be limited to, any of the following:

- 7.01.1 Commission of an act which results in a criminal conviction, and constitutes a misdemeanor or infraction involving moral turpitude or a felony.
- 7.01.2 Unauthorized use or possession of City property or equipment.
- 7.01.3 Causing damage to or waste of public property through misconduct or negligence.
- 7.01.4 Unauthorized or excessive absence from regularly assigned duties.
- 7.01.5 Frequent and unexcused tardiness in reporting to regularly assigned duties.
- 7.01.6 Use of fraud or material misrepresentation but for such fraud or material misrepresentation the employee would not have secured employment.
- 7.01.7 Use of an employee's official position or office for personal gain or advantage.
- 7.01.8 Deliberate dishonesty related to the performance of an employee's duties.
- 7.01.9 Accepting favors or gratuities in return for services required to be performed as a part of the employee's official duties and responsibilities.
- 7.01.10 Discourteous treatment of the public or other City employees.
- 7.01.11 Failure to carry out assigned duties promptly, adequately or efficiently.
- 7.01.12 Insubordination.
- 7.01.13 Intentional or negligent act or omission which adversely affects, or threatens to adversely affect the safety of the employee or others.
- 7.01.14 Failure to observe and comply with this Agreement or City or departmental rules and regulations.
- 7.01.15 Use of, possession of, or being under the influence of any alcoholic beverage while on duty.

- 7.01.16 Being under the influence of any drug which interferes with the performance of an employee's regular job duties.
- 7.01.17 Use or possession of any illegal drug while on duty.
- 7.01.18 Other serious or socially reprehensible conduct either during or outside of duty hours which is of such a nature that it causes serious discredit to the employee's department or the City.
- 7.01.19 All employees in classifications represented by the OFA that are hired on or after April 1, 2021, shall be required to remain tobacco free while on duty.

Section 7.02 Standards of Conduct - Prior Warning

No employee shall be discharged for a minor violation of the standards of conduct delineated hereinabove as 7.01.01 through 7.01.14 without first having received a prior written warning concerning a related or similar violation.

ARTICLE 8

DISCIPLINE

Section 8.01 AUTHORITY

Full authority for discipline is retained by the city. The city agrees that employees will be disciplined only for just cause. In appropriate cases the City will use progressive disciplinary practices.

Section 8.02 REPRESENTATION

An employee attending any investigatory or fact-finding meeting which may result directly in discipline, suspension, demotion, or discharge shall be allowed representation. Representation rights do not arise in a purely investigatory situation where an employee is not suspected, nor been charged with violating rules or regulations.

Section 8.03 PROCEDURE (Reprimand)

When imposing discipline as defined below, the following procedure shall be followed:

Verbal Reprimand: The Fire Chief or his/her designee may verbally reprimand an employee for violations of city/department rules or standards of conduct. The objective of such reprimand shall be to notify the employee of specific problems and identify possible solutions in a non-disciplinary format. The employee may be provided a written summary of the verbal reprimand that clearly states the recognized problems and agreed upon solutions, and such a copy must clearly state that it only memorializes the Verbal Reprimand. A verbal reprimand is not discipline. The employee is not entitled to any further administrative process.

Written Reprimand: The Fire Chief or his/her designee may reprimand an employee by furnishing the employee with a written statement clearly titled (written reprimand). The written reprimand shall contain the reasons for the reprimand, a statement regarding standards of conduct or city/department rules violated, review of previously attempted corrective measures if any, and notification regarding what specific disciplinary action may result if the conduct continues.

The employee shall be given written notice containing a copy of the charges of misconduct, and whenever practical, a copy of the material or documents upon which the charges are based. If it is impractical to provide the employee with a copy of materials or documents, the employee and/or his/her representative shall be allowed a reasonable time to review the material.

The employee shall have five (5) working days to request a disciplinary hearing before the Chief.

An employee waives all rights to respond to the proposed written reprimand if

he/she fails to respond within the time limit established.

Following either the submission of the employee's response to the written reprimand or the waiver of such right, a copy of the reprimand shall be filed in the employee's department file, but will not be maintained in the central personnel file in the Human Resources Department. If an employee's performance is satisfactory and the employee does not receive any form of disciplinary action in the twenty-four (24) months following receipt of the written reprimand, then the written reprimand will be removed from the employee's departmental personnel file at the employee's written request. However, if the employee's overall performance remains unsatisfactory or if the employee receives any disciplinary action in the twenty-four (24) month period following receipt of the written reprimand, the written reprimand may remain a part of the permanent file and may be included in any subsequent disciplinary action.

The employee shall have five (5) working days to request a pre-disciplinary hearing before the Chief.

An employee waives all rights to informally respond to the proposed written reprimand if he/she fails to submit such response within the time limit established.

The decision of the Fire Chief is final.

Section 8.04 FIREFIGHTER BILL OF RIGHTS PROCEDURE

Prior to taking punitive action in the form of a suspension, demotion or termination, against a permanent employee, the Fire Chief shall notify the employee in writing of the following:

- 8.04.1 The proposed punitive action and effective date for such action.
- 8.04.2 The nature of the charges and/or violation of City regulations, policies, and/or MOU provisions.
- 8.04.3 The reasons and factual bases for the proposed action.
- 8.04.4 The materials upon which the action is based. If it is impractical to provide the employee with a copy of such materials, the employee and/or his/her representative shall be allowed reasonable time to review such materials or documents and the notice of disciplinary action shall set forth the procedure for the review.
- 8.04.5 The right of the employee to respond at a specified place and time verbally or in writing. The City shall give the employee a reasonable time to submit his/her response and in no event shall such time period be less than five (5) calendar days from the completion of service of disciplinary action.
- 8.04.6 The right of the employee to be represented by an attorney or other representative at any further proceedings.
- 8.04.7 The employee waives all rights to informally respond to the proposed discipline if he/she fails to submit such response within the time limit established by the City.

8.05 PRE-DISCIPLINE PROCESS

- 8.05.1 If the employee or his/her designated representative requests the right to respond orally to the proposed punitive action within the time frame specified in the notice issued pursuant to 8.03.5, imposition of proposed punitive action shall be deferred until after the oral response is received by the Fire Chief. If the employee elects to respond in writing within the specified time frame, imposition of discipline shall be deferred until receipt and review by the Fire Chief of the written response.
- 8.05.2 Where an oral response has been elected, the Fire Chief will conduct a pre-disciplinary conference. It is the Fire Chief's responsibility to coordinate the scheduling of the conference, including: (1) the date, time and place; and (2) forwarding of notices of such information to all interested parties within ten (10) working days of the employee's request. The Fire Chief or designated representative shall conduct the conference informally and shall receive the employee's and/or his/her representative's response to the proposed discipline. The conference shall be conducted informally and shall be limited to the presentation of information by and through the employee and/or his/her representatives in response to the charges and allegations set forth in the notice of proposed discipline.
- 8.05.3 In the event the employee is unable to respond to the charges within the time permitted and demonstrates the reasonableness of a need for a continuance, the Fire Chief or hearing officer may grant a continuance of up to an additional five (5) calendar days. Demonstration of reasonableness shall be limited to matters which preclude the employee from making a timely response to the charge, such as personal injury to the employee or a death in his/her immediate family.
- 8.05.4 The time limits described herein are essential and may only be modified or enlarged by mutual consent of both the employee and the Fire Chief or his/her designee.
- 8.05.5 In the discretion of the Fire Chief and subject to the affected individual employee's consent, the pre-discipline conferences of employees subject to discipline may be consolidated where related or similar issues are present.

8.06 NOTICE OF DISCIPLINE

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

8.06.2 The notice of discipline shall also advise the employee of his/her right to request an appeal hearing by filing a Notice of Appeal as provided under section 8.06 below. The Notice of Appeal must be filed within fifteen (15) days after service upon the employee of the Notice of Discipline. Failure to request an appeal hearing within the fifteen (15) day period will constitute waiver of the employee's right of appeal. The Notice of Discipline shall be served personally on the employee with a proof of service noticed and retained by the department.

8.07 RIGHT TO APPEAL

Employees requesting to appeal disciplinary actions taken pursuant to section 8.05 shall have the following administrative appeal rights, which the City and Association stipulate to as being in accordance with Chapter 5, section 11500 of the Government Code and otherwise satisfying the administrative appeal right established under Government Code section 3250.

8.08 APPEAL OF PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION FOR MORE THAN FIVE (5) DAYS

Pursuant to Government Code section 11445.20, the following informal hearing procedure shall be utilized for an appeal by an employee of a punitive action not involving a discharge, demotion or a suspension greater than five (5) days.

8.08.1 Notice of Appeal- Within five (5) calendar days of personal service to an employee of notification of punitive action as set forth above, the employee shall notify the Fire Chief in writing of the employee's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

8.08.2 Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the presiding officer because of actual bias, prejudice or interest as defined by Government Code section 11425.40, then the City Manager or his/her designee shall serve as the presiding officer. In such cases, the determination of the City Manager shall be final and binding.

8.08.3 Burden of Proof- The employer shall bear the burden of proof at the hearing.

8.08.3.1 If the action being appealed does not involve allegations of misconduct (for example, allegations not involving violations of City or Department rules or procedures) by the employee, the limited purpose of the hearing shall be to provide the employee the opportunity to establish a record of the circumstances surrounding the action. The department's burden of proof shall be satisfied if the department

establishes by a preponderance of the evidence that the action was reasonable.

8.08.3.2 However, if the punitive action involves charges of misconduct, the department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances.

8.08.4 Conduct of Hearing

8.08.4.1 The formal rules of evidence do not apply, although the presiding officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

8.08.4.2 The parties may present opening statements.

8.08.4.3 The parties may present evidence through documents and testimony.
a. Witnesses shall testify under oath.
b. Subpoenas may be issued pursuant to Government Code sections 11450.05 - 11450.50.

8.08.4.4 Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the presiding officer.

8.08.5 Recording of the Hearing- If the punitive action involves the loss of compensation, the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

8.08.6 Representation- The employee may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee.

8.08.7 Decision- The decision shall be in writing pursuant to Government Code section 11425.50. The decision shall be served by first class mail, postage prepaid, upon the employee as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the employee that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure section 1094.6.

8.09 APPEAL PROCEDURE FOR A PUNITIVE ACTION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF MORE THAN FIVE (5) DAYS.

8.09.1 A formal appeal procedure shall be available for a disciplinary action involving discharge, demotion, suspension of more than five (5) days. The administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

8.09.2 Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the accusation as described in Government Code sections 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code sections 11500, et seq.

8.09.2.1 Pursuant to Government Code section 3254(f) if, after investigation and any pre-disciplinary response or procedure, the employing department or licensing or certifying agency decides to impose discipline, that agency shall notify the firefighter in writing of its decision to impose discipline within thirty (30) days of its decision, but not less than forty-eight (48) hours prior to imposing the discipline.

8.09.2.2 The notice shall be prepared and served within the timeframes specified in Government Code Section 3254 (d) and in conformity with the requirements of Government Code section 11500, et seq. A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code shall be provided to the employee concurrently with the notice of discipline.

8.09.3 Time and Place of Hearing- Pursuant to Government Code section 11508, unless otherwise decided by the City Manager, a hearing shall be conducted at a time and location to be determined.

8.09.4 Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code section 11509.

8.09.5 The burdens of proof and production of evidence shall be borne by the employer. The standard of proof shall be by a preponderance of the evidence.

8.09.6 Evidence

8.09.6.1 Oral evidence shall be taken only on oath or affirmation.

8.09.6.2 Each party shall have these rights: to call and examine witnesses, to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the

direct examination; to impeach any witness regardless of which party first called him or her to testify; and to rebut the evidence against him or her. If respondent does not testify in his or her own behalf he or she may be called and examined as if under cross-examination.

- 8.09.6.3 The hearing need not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions.
- 8.09.6.4 Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but over timely objection shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. An objection is timely if made before submission of the case or on reconsideration.
- 8.09.6.5 The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing.
- 8.09.6.6 The presiding officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.
- 8.09.7 The appeal proceedings shall be recorded by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be recorded electronically.
- 8.09.8 The formal appeal shall be presided over by an administrative law judge (ALJ) on staff of the State Office of Administrative Hearings. The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence and determine and rule on all matters of law both procedural and substantive. In conducting the appeal hearing the ALJ shall follow the provisions set forth in section 11513 of the California Government code.
 - 8.09.8.1 Within thirty (30) days after the case is submitted to him or her, the ALJ shall prepare a proposed written decision to be submitted to the City Manager. Within eighty (80) days of receipt by the City Manager of the ALJ's proposed decision, the City Manager may take any of the following actions:
 - (a) Adopt the proposed decision in its entirety.
 - (b) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - (c) Make technical or other minor changes in the proposed decision

and adopt it as the decision. Action by the City Manager under this paragraph is limited to a clarifying change or a change of a similar nature that does not affect the factual or legal basis of the proposed decision.

- (d) Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, he or she shall prepare a revised proposed decision based on the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be served on each party and his or her attorney.
- (e) Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the City Manager may decide the case upon the record without including the transcript.
- (f) The City Manager's decision will be reduced to writing and shall be final and binding on the parties. The City Manager's written decision shall be served on the parties in accordance with Code of Civil Procedure section 1094.6 and Government Code section 11518 and the decision shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.50 and Government Code section 11523.

Section 8.10 EXCEPTION

Notwithstanding the provisions of Section 8.04 hereinabove, any discipline which, in the judgment of the appointing authority, must be imposed immediately to protect the health, safety, or welfare of the community or other City employees, may be summarily imposed without affecting the pre-disciplinary procedure of Section 8.04. Such procedure shall be completed, however, within five (5) working days of the imposition of the discipline.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.01 DEFINED

A grievance is an alleged violation of a specific clause of this Agreement. Matters for which another method of review are provided by this Agreement, by Resolution, by Ordinance, by Charter, or by State Law shall be excluded from this procedure.

Section 9.02 PROCEDURE

All grievances shall be presented in the following manner:

- 9.02.1 STEP 1. The aggrieved employee, who may be represented by another person, shall present the facts relative to the grievance to the appropriate First Level Supervisor in writing within thirty (30) working days of the date on which the employee becomes aware of the grievance or the date the employee reasonably should have known of the grievance, whichever occurs earlier. Prior to filing any such written grievance, every effort will be made to resolve the matter informally. The First Level Supervisor shall render a decision in writing to the grievant within ten (10) calendar days from the day the grievance is presented.

- 9.02.2 STEP 2. If the grievance is not resolved in STEP 1, the grievant may appeal it to the Battalion Chief within ten (10) calendar days from the date a decision was rendered in STEP 1 above. Such appeal shall be in writing and shall include a statement of the grievance and the facts relative to it, a statement of the alleged violation of the Agreement, and a statement of the remedy requested. Within fourteen (14) calendar days of receiving such an appeal, the Battalion Chief shall render a decision in writing to the grievant.

- 9.02.3 STEP 3. If the grievance is not resolved in STEP 2, the grievant may appeal it to the Fire Chief or designee within ten (10) calendar days from the date a decision was rendered in STEP 2 above. Such appeal shall be in writing, and shall include: a statement of the grievance and the facts relative to it, a statement of the alleged violation of the Agreement, and a statement of the remedy requested. Within fourteen (14) calendar days of receiving such an appeal, the Fire Chief, or his/her designee, shall arrange a meeting between himself, the aggrieved employee, the employee's representative (if applicable), and a representative of the Human Resources Office to review the grievance. The Fire Chief, or his/her designee, shall render a written decision on the grievance within fourteen (14) calendar days after the scheduled meeting.

- 9.02.4 STEP 4. If the grievance is not resolved in STEP 3, the grievant may appeal it in writing to the City Manager within ten (10) calendar days from the date a

decision was rendered in STEP 3, above. The City Manager, or a designated representative, may render a decision solely on the basis of a review of the record, or may arrange a meeting between those affected before rendering a decision. The decision shall be rendered within ten (10) calendar days of the grievance meeting or receipt of the grievance if no meeting is scheduled.

9.02.5 STEP 5. If the grievance is not resolved in STEP 4, the grievant may submit it to an Advisory Arbitrator by filing a written request to do so with the City Manager within ten (10) calendar days from the date a decision was rendered in STEP 4, above.

9.02.5.1 The City Manager shall request a panel of seven (7) advisory arbitrators from the California State Conciliation Service within fifteen (15) working days of receiving such a request. The Advisory Arbitrator shall be selected to hear the grievance by alternately striking names from such a panel beginning with the aggrieved employee.

9.02.5.2 The Advisory Arbitrator shall issue subpoenas to compel the attendance of witnesses if such be necessary at the request of either party.

9.02.5.3 The hearing shall be recorded by a certified shorthand reporter or tape recorder as agreed by the parties. Expenses for such recording services shall be borne equally by the City and the employee, provided, however, that each shall be responsible for any specialized or extraordinary service they might individually request.

9.02.5.4 In rendering a recommendation, the Advisory Arbitrator shall be limited to the express terms of the Agreement and shall not have the power to modify, amend, or delete any terms or provisions of this Agreement. Failure of either party to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

9.02.6 CITY COUNCIL REVIEW. The City Council may, if it deems appropriate, review any recommendation rendered by an Advisory Arbitrator on the basis of a review of the materials prepared by the Arbitrator and/or record of the hearing conducted in STEP 4, above. Any such City Council review must be concluded within thirty (30) working days of the City's receipt of the Advisory Arbitrator's recommendation, and any City Council action as a result of that review shall be

final and binding upon the parties. Any City Council decision shall not be arbitrary and shall be based on substantial evidence as contained in the record of the Advisory Arbitrator's hearing. City Council deliberations will be held in Closed Session, however the vote on the arbitration will be held in Open Session.

9.02.6.1 The fees and expenses of the Arbitrator shall be shared equally by the parties involved, except that if either party rejects the advisory decision of the Arbitrator, that party must pay the entire cost of the Arbitrator's fees and expenses. All other expenses and costs incurred by the parties during arbitration shall be the responsibility of the individual party incurring the same.

9.02.6.2 The time limits in this procedure may only be waived by mutual agreement by both parties, in writing.

ARTICLE 10

AMBULANCE SERVICES

Section 10.01 DEFINED

The following language applies to firefighter ambulance service:

10.01.1 Non-Core Time 1700-0659

The paramedic non-core time has been established as a measure in the paramedic program to allow paramedic crews the opportunity to stay mentally and physically alert for responding to a high rate of calls during peak hours.

These guidelines shall refer to paramedic ambulance crews only and shall include Paramedics and drivers assigned to ambulances.

10.01.1.1 0700-1700 Hours Core Time.

10.01.1.2. Physical Fitness Activity

If the paramedic crew misses the morning physical fitness activities with the rest of the station crew, such activities will be rescheduled.

10.01.2 Shift Assignment

Provided that staffing levels permit, a paramedic will be scheduled to allow a minimum of two (2) shifts off the mobile intensive care ambulance after working no more than four (4) consecutive regularly scheduled shifts. The paramedic will not be assigned to drive the ambulance on his/her shifts off the mobile intensive care ambulance.

Section 10.02 REOPENER REGARDING JOINT POWERS AGREEMENT

The City and OFA agree to reopen this contract for the purposes of exploring opportunities for the formation of a Joint Powers Agreement (JPA) for providing ambulance service in San Diego County.

IN WITNESS WHEREOF, this Memorandum of Understanding between the City of Oceanside and the Oceanside Firefighters' Association is entered into this 1st day of April 2025 pursuant to the provision of Government Code 3500, et seq., for presentation to the City Council of the City of Oceanside, California.

DATED 06/04/2025, OCEANSIDE FIREFIGHTERS' ASSOCIATION

BY *Matthew Clark*
[Matthew Clark \(Jun 4, 2025 11:08 PDT\)](#)
Matthew Clark, Secretary

BY *Christopher Mattia*
[Christopher Mattia \(Jun 15, 2025 06:14 PDT\)](#)
Christopher Mattia, OFA Negotiations Team Member

BY *Marshal Minogue*
[Marshal Minogue \(Jun 6, 2025 06:36 PDT\)](#)
Marshal Minogue. OFA Negotiations Team Member

BY *Jacob A. Chambers*
[Jacob A. Chambers \(Jun 3, 2025 19:56 PDT\)](#)
Jacob Chambers, OFA Negotiations Team Member

BY *Mark Campbell*
[Mark Campbell \(Jun 18, 2025 22:03 PDT\)](#)
Mark Campbell, OFA Negotiations Team Member

DATED _____, CITY OF OCEANSIDE

BY *Robert O'Brien*
[Robert O'Brien \(Jun 3, 2025 14:47 PDT\)](#)
Robert O'Brien, Deputy City Manager

BY *Chelsea D Phebus*
Chelsea Phebus, Human Resources Director

BY *Emma Jensen*
[Emma Jensen \(Jun 3, 2025 14:52 PDT\)](#)
Emma Jensen, Management Analyst

BY *Jill Moya*
[Jill Moya \(Jun 3, 2025 14:25 PDT\)](#)

Jill Moya, Financial Services Director

BY *Cindy Gersley*
[Cindy Gersley \(Jun 3, 2025 14:38 PDT\)](#)

Cindy Gersley, Budget Manager

BY *Jessamyn L Specht*
[Jessamyn L Specht \(Jun 3, 2025 14:54 PDT\)](#)

Jess Specht, Deputy Fire Chief












OFA MOU FINAL 2025

Final Audit Report

2025-06-19


Created:	2025-06-03
By:	Chelsea Phebus (cphebus@oceansideca.org)
Status:	Signed
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"OFA MOU FINAL 2025" History


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2025-06-15 - 1:14:21 PM GMT

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Signature Date: 2025-06-19 - 5:03:36 AM GMT - Time Source: server

 Agreement completed.

2025-06-19 - 5:03:36 AM GMT