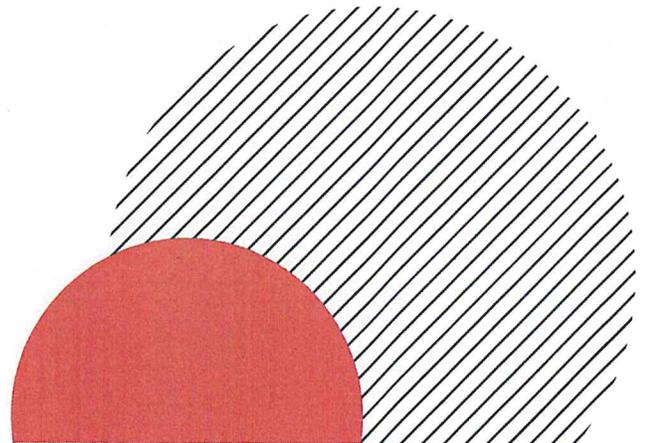
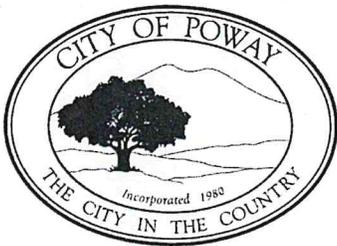




July 1, 2021 -
June 30, 2027

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF POWAY AND
POWAY FIREFIGHTERS' ASSOCIATION



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MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding as provided for in the California Government Code, Sections 3500 through 3510, which is also known as the Meyers-Millias-Brown Act. This memorandum is hereinafter referred to as the "Agreement," between the City of Poway, hereinafter referred to as the "City," and the Poway Firefighters' Association, hereinafter referred to as the "Association" or "Bargaining Unit."

This Agreement shall become effective when ratified by the Association and adopted by the City Council of the City of Poway.

ARTICLE 1. GENERAL

Section 1. Purpose

This Agreement recognizes the Association as the majority representative of the safety unit, which consists of Fire Captain/Paramedic, Fire Engineer/Paramedic, and Firefighter/Paramedic, and represents the unit for matters within the scope of meet and confer.

Section 2. Scope

Meet and confer is limited to wages, hours and other terms and conditions of employment, and shall not include any items not covered by this Agreement or adopted by reference in this Agreement or any subject preempted by Federal or State law.

Section 3. General Provisions

A. City Employer-Employee Relations Resolution

The Association herein adopts by reference the City Employer-Employee Relations Resolution in its present form. The City agrees to meet and consult with the Association regarding the impact on its members of proposed amendments.

B. Construction

The rights, powers and authority of the City in all matters shall not be modified or restricted by this Agreement. In interpreting the language of this Agreement, first the plain meaning of the language shall prevail. If the parties cannot agree on the plain meaning of the language, then the intent of the parties shall be considered; then the trade or industry usage of the language shall be considered.

C. City Rights

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

D. City Procedures

1. Unit Determination. The City reserves the privilege of establishing units for meet and confer, but will maintain the safety unit for the duration of this Agreement.
2. Jurisdictional Disputes. In the event of jurisdictional disputes between competing employee organizations or unit claims, the employees of all units shall continue working under the Agreement in force at the time.
3. Awards. Service Recognition and Special Awards shall be granted or not granted at the discretion of the City Council.

4. Time Spent for Meet and Confer and Grievances. The City allows reasonable time off without loss of compensation for a reasonable number of recognized representatives of the Association for the purpose of meet and confer and for grievance representation. Reasonableness is determined by the Fire Chief. Members of the Association may work for another member pro bono (a shift substitution) due to Association activities following the joint approval of the Fire Chief or designee and a Board member of the Association.
5. Access to Work Location. Representatives of employee organizations may be allowed reasonable access to work locations only after they have obtained permission of the City Manager. Employee Bargaining Unit Representatives must advise supervisors in advance of time they will be away from their regular job duties for approved, scheduled employee organization business as provided under Section D. City Procedures.
6. Use of City Facilities. Employee organizations may, with prior approval of the City Manager, be granted the use of City facilities during non-working hours for meetings of City employees, provided space is available, and provided further such meetings are not used for organizational activities, membership drives, or political activities of City employees.
7. Availability of Data. The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth herein and in the California Government Code.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment for reasonable costs, where applicable.

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this procedure shall be construed to require disclosure of the following:

- a. Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to City policy.
- b. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available, clearly outweighs the public interest served by disclosure of the record.
- c. Records pertaining to pending litigations to which the City is a party or to claims or appeals that have not been settled.

Nothing herein shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the City.

8. Bulletin Board Space. The City shall make available bulletin board space on existing bulletin boards designated for general employee information for the use of the employee organization in posting notices. The City and Association will establish a list of locations, which will be maintained by and on file with the Human Resources Director, or designee.

E. New Employee Orientation

The City will comply with Government Code 3555-3559 regarding Public Employee Communication. All new hires in a represented bargaining unit shall be informed by Human Resources, at the time of their new hire orientation, that a union agreement is in effect for their classification. The employee shall be provided a copy of the Memorandum of Understanding.

The City and the Association recognize the City has an obligation to provide the Association with at least 10 days' advance notice of a new employee orientation. However, the Association will accept notice from the city by email within one working day of the start of all new hires that fall within the bargaining unit.

If the new hire chooses to meet with the Association, the City will provide thirty (30) minutes of release time for both the new hire and the Association representative to complete an Association orientation. The release time for the Association orientation will be scheduled after the pre-scheduled time for the new employee orientation. The City's Human Resources Department will coordinate the meeting for the Association orientation with the Fire Department and the Association representative. Also, Human Resources will schedule the Association orientation at the end of the new hire orientation or no later than the first three (3) days from the new employee's start date.

New hire employees are in an at-will status until passing probation. The employees may not be represented by the Association until they successfully pass probation.

ARTICLE 2. SEVERABILITY AND SAVINGS

If any portion of this Agreement, or the application of such portion to any person or circumstance, shall be invalidated by judicial or legislative action, the remainder of this Agreement, or the application of such portion to persons or circumstances other than those as to which it is invalidated shall not be affected thereby, and shall remain in full force and effect. The Association will be duly notified of any legislative action invalidating any section of this Agreement.

In addition, the City will meet and consult with representatives of the unit prior to the implementation of new programs which have an impact on the unit.

ARTICLE 3. SYMPATHY ACTION

During the term of this Agreement, neither the Association nor any person or persons covered by this Agreement shall engage in any sympathy action or action of any type in support of any other unit or units, person or persons, or employee organizations not having an Agreement in effect with the City.

ARTICLE 4. DURATION OF AGREEMENT

Section 1. General

This entire Agreement shall commence at 12:00 a.m. on July 1, 2021, and terminate at 11:59 p.m. on June 30, 2027.

At the expiration of this Agreement, in whole or in part and in the absence of a new agreement, the Association and the City agree to continue operating under the provisions of this Agreement until such time as a new agreement is reached, provided, however, such new agreement shall be retroactive to the date of expiration of this Agreement or any part of this Agreement.

Section 2. Re-Opener

Effective beginning July 1, 2024, the Poway Firefighters' Association (PFA) shall have a reopener, at its sole option, to reopen any item within the Memorandum of Understanding (MOU).

ARTICLE 5. WAGES

Effective at the beginning of the pay period that includes July 1, 2021, the base wages for all classifications will increase 10.0%.

Effective at the beginning of the pay period that includes July 1, 2022, the base wages for all classifications will increase 3.5%.

Effective at the beginning of the pay period that includes July 1, 2023, the base wages for all classifications will increase 3.5%.

Effective at the beginning of the pay period that includes July 1, 2023, the base wages for all classifications will increase by an additional 3.0% inflationary adjustment.

Effective at the beginning of the pay period that includes July 1, 2024, the base wages for all classifications will increase 3.5%.

Effective at the beginning of the pay period that includes July 1, 2024, the base wages for all classifications will increase by an additional 5.0%.

Effective at the beginning of the pay period that includes July 1, 2025, the base wages for all classifications will increase 3.5%.

Effective at the beginning of the pay period that includes July 1, 2026, the base wages for all classifications will increase by an additional 3.5 %.

ARTICLE 6. LEAVES

Section 1. Vacation

A. Computing Annual Vacation Leave

All employees who have served more than one year of continuous service shall be entitled to vacation leave with pay.

Annual vacation leave shall be computed in accordance with the following schedule:

Years of Continuous Employment	Vacation Leave Credits (80 Hour Bi-Weekly Employees)	Vacation Leave Credits (112 Hour Bi-Weekly Employees)
0 through 5 years	3.692 hours per pay period	5.538 hours per pay period
After 5 years	4.615 hours per pay period	6.923 hours per pay period
After 10 years	5.538 hours per pay period	8.308 hours per pay period
After 15 years	6.154 hours per pay period	9.231 hours per pay period

Beginning July 1, 2025, Annual vacation leave shall be computed in accordance with the following schedule:

Years of Continuous Employment	Vacation Leave Credits (80 Hour Bi-Weekly Employees)	Vacation Leave Credits (112 Hour Bi-Weekly Employees)
0 through 5 years	4.615 hours per pay period	6.461 hours per pay period
After 5 years	5.538 hours per pay period	7.846 hours per pay period
After 10 years	6.461 hours per pay period	9.231 hours per pay period
After 15 years	7.077 hours per pay period	10.154 hours per pay period

B. Vacation Leave Accrual

The City agrees to add 24 hours of annual vacation accrual to each rank, effective the first day of the pay period that includes July 1, 2025, and an additional 24 hours of annual vacation to each rank, effective the first pay period that includes July 1, 2026.

Vacation time can be accumulated to a maximum of two times one-year's eligibility. When an employee's vacation leave accrual reaches the maximum level, the employee will stop accruing additional vacation leave until the employee uses vacation leave below the maximum level. At that time, the employee will begin accruing additional leave from that point forward.

Employees who have reached maximum accrual can request a review by the Fire Chief in the event a vacation request is denied.

C. Use of Vacation Time

The times at which an employee may take their vacation shall be determined by the Fire Chief with due regard for the wishes of the employee and particular regard for the needs of the City. All requests for vacation time off shall be for a minimum of four hours.

In the event one or more holidays fall within a vacation leave period, the normal holiday pay will be paid.

Effective December 1, 2008, no more than six employees can be on vacation or comp time off per 24-hour shift.

Requests for vacation leave are determined on a first-come, first-served basis. In the event that multiple requests for vacation are received at the same time, seniority will be the deciding factor. Seniority will be determined based on the following sequence:

- Date of promotion
- Date of hire
- Lowest employee identification number (ID number)

When it is necessary to hire back to fill a vacancy to maintain the Department staffing plan, a system of rank-for-rank hire back shall be utilized first. In the event this process does not result in filling the vacation request, then employees who meet the Department's requirement to serve in an out-of-class-acting (OCA) capacity shall be contacted to fill the vacancy. In no event shall an individual of a higher rank be utilized to fill a lower ranking position without the approval of the Fire Chief.

D. Payout of Vacation Leave

Employees who terminate employment shall be paid a lump sum for all vacation leave earned prior to the effective date of termination, as required by law.

E. Vacation Conversion

The City will allow the conversion of accumulated vacation to cash subject to the following requirements:

1. An employee must have at least three years of continuous service with the City.
2. A maximum of two shifts (48 hours) per fiscal year may be converted to cash at the current hourly rate.
3. After the conversion, the employee must have at least 96 hours of accrued vacation.

Section 2. Sick Leave

A. Sick Leave Use

Sick leave shall be allowed for the following qualifying reasons:

- For the employee's own illness or injury.
- For the employee's own diagnosis, care, or treatment of an existing health condition, or preventative care, including medical and dental appointments.
- For the diagnosis, care or treatment of an existing health condition or preventative care for an employee's family member, including: parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling.
 - In accordance with the California Kin Care Law, regular full-time employees may use available Family Sick Leave (FSL) to care for a family member. If FSL is exhausted, employees must use other available accrued leave (e.g., vacation).

- To obtain relief or services related to being the victim of domestic violence, sexual assault, or stalking, including the following with appropriate certification of the need for services:
 - A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as the result of an act of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

- For the diagnosis, care, or treatment of an existing health condition or preventative care for a “Designated Person” identified by the employee at the time the employee requests sick leave.
 - In accordance with California Labor Code, Section 245.5, employees may select one (1), designated person per twelve-month period.
 - A “Designated Person” is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship.
 - Election of the “Designated Person” will be at the discretion of the employee.

If an employee’s sick leave balance is exhausted, another paid leave (e.g., vacation, comp time) will be used.

Employees must use available sick leave for the first seven days of a long-term personal illness, injury, or disability.

B. Sick Leave Accrual

Sick leave with pay may be granted to all probationary and regular employees within the Bargaining Unit who are employed in regular full-time positions. Sick leave shall not be considered a right but shall be allowed only in case of necessity and actual personal sickness or disability. Sick leave shall be accrued in accordance with the following schedule:

	80-Hour Bi-Weekly Employees	112-Hour Bi-Weekly Employees
Sick Leave Accrual (Per Pay Period)	3.692	5.538

Sick leave shall be granted to an employee only for actual working time off.

Accumulation of sick leave shall be unlimited.

In the event a 112-hour biweekly employee is scheduled to work on a Designated Holiday and is out on sick leave, the normal holiday pay will be paid.

Employees will not accrue sick leave while on leave-without-pay status.

C. Notification

In order to receive compensation while absent on sick leave, the employee shall notify the designated Fire Department point of contact prior to the beginning of his/her daily duties.

The Fire Chief may require certification by an employee's physician that the employee is sick and/or able to return to work in order to receive compensation for sick leave, if:

1. The sick leave spans three or more consecutive scheduled shifts, and
2. An abuse of sick leave is suspected (sick leave abuse could be a combination of or one of the following: the average sick leave used as accrued in a given period of time is higher for an individual than the department average absent extenuating circumstances; if there is a pattern over a period of time of sick leave being used for certain days; if vacation requests are switched to sick leave as the requested vacation approaches; if there is knowledge that the sick leave is being used for childcare issues, etc.),

The requirement for a physician's note is at the discretion of the Fire Chief and suspected sick leave abuse requires a thorough review of the employee's attendance record, up to a period of twelve (12) months, and ability to demonstrate why it is suspected. However, the Fire Chief may require medical certification when the City deems necessary, regardless of the time taken, subject to prior employee counseling.

In the event an employee does not have a sufficient amount of accumulated sick leave to receive full compensation while absent due to illness, other accumulated leaves must be used before the employee goes to a leave-without-pay status. Other leaves, such as vacation, require pre-approval from the Fire Chief (Section 1 (C)). Leave without pay may only be granted with the approval of the City Manager.

D. Family Sick Leave

A 112-hour biweekly employee may use accrued sick leave up to three (3) twenty-four-hour shifts (72 hours) and an 80-hour biweekly employee may use up to forty-eight (48) hours of accrued sick leave in each fiscal year to care for a parent, parent-in-law, child, spouse, domestic partner, grandparent, grandchild, or sibling. Employees must notify the designated Fire Department point of contact in advance when such leave is being taken and so note in the comments section of his/her timecard, as well as a Leave Request, if done in advance. An employee cannot use personal sick leave in place of Family Sick Leave.

Section 3. Holidays

The holidays for 112-hour bi-weekly employees in this unit are as follows:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday, January
President's Day	3rd Monday, February
Memorial Day	Last Monday, May
Independence Day	July 4
Labor Day	1st Monday, September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday, November
Thanksgiving Friday	Friday after Thanksgiving

Christmas Eve*	December 24*
Christmas Day	December 25

*Effective 24 December 2026, the city will add Christmas Eve to the list of recognized Holidays and 12 hours will be added to the Holiday Leave pool.

The 80-hour biweekly employees in this unit shall be entitled to the same holidays off as other 80-hour employees in the City, which in no event shall be less than the above listed holidays.

Holiday pay for the 112-hour bi-weekly employees in this unit shall be 12 hours pay at their regular rate of pay.

In addition to regular pay for hours worked, employees in this unit shall be paid holiday pay, whether on or off duty on the holidays above.

To be eligible for holiday pay, an employee must be in a paid status in the pay period that includes the holiday.

Section 4. Bereavement Leave

In the event of a death in the family, a 112-hour biweekly employee shall be eligible for up to 48 hours off with pay to attend the funeral or make funeral arrangements; an 80-hour biweekly employee shall be eligible for up to 24 hours with pay, subject to the following provisions:

- A. The relatives designated shall include child, parent, sibling, grandparent, grandchild, and domestic partner. It shall also include "in-law" relatives, and those relationships generally called "step."
- B. Bereavement leave is not compensable when the employee is on leave of absence, bona fide layoff, or for days falling outside the employee's regular work period.
- C. All requests for paid bereavement leave shall be made in writing as soon as practical but in no event later than the first day back to work, and shall be subject to the approval of the employee's shift battalion chief.

Section 5. Shift Trade

Employees assigned to a 112-hour biweekly work schedule are permitted to trade shifts in accordance with the following provisions:

- A. All shift trade requests are made voluntarily by the employees involved.
- B. Compensable hours for involved employees will not change due to the trade.
- C. Shift trades can only be agreed upon by two employees of the same rank and required certification to perform the substituted role, such as Tiller Operator.
- D. Shift trades shall be scheduled for a minimum of four hours and be completed within 180 days of the initial traded hours.
- E. The "banking" of shift trade hours owed by one employee to another is not permitted.
- F. Shift trades must be approved following Department policy.
- G. Upon approval, the traded shift becomes the responsibility of the substituting employee. If the substituting employee is unable to work the traded shift due to illness, the substituting employee shall be charged sick leave.

H. Shift trades should not cause overtime.

Shift trades between employees will not be considered when determining the maximum number of employees off during a 24-hour shift.

ARTICLE 7. PAYROLL AND WORKWEEK

Section 1. General

Employees in this unit shall be assigned to either an 8-hour or a 24-hour shift. The workweek will consist of 40 or 56 hours respectively. Pursuant to Section 7(k) of the Fair Labor Standards Act, the City has adopted a 24-day FLSA work period for employees in the following classifications: Fire Captain/Paramedic, Fire Engineer/Paramedic and Firefighter Paramedic. The 24-day period begins with a shift at 8:00 a.m. and ends 24 days later at 7:59 a.m., and regularly recurring every 24 days thereafter.

Section 2. Overtime

Work in excess of the employee's regular scheduled time will constitute overtime, and if such time is approved, it shall be compensated at one-and-one-half (1-1/2) times that employee's regular rate of pay.

The FLSA work period for 112-hour biweekly employees will be a 24-day FLSA 7(k) work period, effective within 30 days of approval of the 2017-2019 Memorandum of Understanding. The number of overtime hours shall be determined in accordance with the provisions of FLSA and this Agreement.

The City will establish a "level paycheck" system under the FLSA by taking the annual amount of FLSA overtime hours (152 hours) for shift employees on a 24-day work period and dividing by the number of pay periods in the fiscal year (26 pay periods). This calculation of 152 hours of annual FLSA overtime divided by 26 pay periods is approximately 5.85 hours of FLSA overtime, which will be prepaid each biweekly pay period in advance of the 24-day FLSA period. Any prepayment of FLSA overtime is an advance and must be repaid upon termination of employment.

For the purposes of computing overtime, hours of paid leaves of absence shall be considered as hours worked. Workers Compensation leave (Labor Code §4850) shall not be considered hours worked for purposes of computing overtime. In instances where an additional shift or unscheduled hours are worked prior to the first day of Workers Compensation leave within the employee's FLSA period, the additional shift or unscheduled hours shall be paid at the FLSA overtime rate.

With the change of the FLSA work period in the 2017-2019 MOU, the City will pay out, at the rate of pay in effect with the pay period ending June 18, 2017, any current fire hour balances (as calculated by the Finance Department) owed to members of the bargaining unit, within 30 days following approval of the Memorandum of Understanding. Hours currently owed to the City will be forgiven. At time of hire, new employees must sign an agreement acknowledging that if they leave City employment and the City has made a prepayment of FLSA overtime as an advance, the advance must be paid either prior to or with their final check. Current employees must sign a similar agreement no later than October 31, 2017.

Section 3. Dues Deduction

Upon written request to the Payroll Section of the Finance Department, employees may elect to pay dues to the Poway Firefighters' Association through payroll deduction. Checks will be made payable to the Poway Firefighters' Association only.

Section 4. Compensatory Time Off (CTO)

Compensatory time off (CTO) will be earned at the straight time rate for each hour worked. The additional one-half hour of overtime compensation for each hour worked will be paid in cash. The maximum accumulation of CTO off shall be 72 hours for all 112-hour biweekly employees. The maximum accumulation of CTO shall be 80 hours for all 80-hour biweekly employees in this unit. The accumulation

of hours shall be reduced to 48 hours at the end of each fiscal year for all 112-hour bi-weekly employees. The accumulation of hours shall be reduced to 40 hours at the end of each fiscal year for all 80-hour bi-weekly employees. The employee shall be compensated for the excess accumulation in a cash payment as part of the final pay period of the fiscal year. Requests for the use of CTO shall be valued the same as requests for vacation time off. All requests for CTO must be for a minimum of four hours. Effective December 1, 2008, no more than six employees can be on vacation or CTO per 24-hour shift.

Requests for cash payment of accumulated CTO throughout the fiscal year, other than the mandatory reduction at the end of the fiscal year, shall be paid during the pay period in which requested.

Section 5. Call-Back Time

Employees called back to work after the expiration of their normal work day or shift to perform emergency work shall be guaranteed minimum call-back time of two (2) hours at the appropriate overtime rate in the event the employee is released from duty within two (2) hours from the time of call. Call-back time will begin at the time of the call when the employee is required to prepare for and report to duty immediately. The employee shall make every effort to report to work as soon as possible after being called back, and in no event shall call-back pay commence sooner than one hour prior to the time the employee reports to the work location caused by the call-back. For purposes of determining eligibility for minimum call-back time, returning to duty to maintain a manning level as determined by the Fire Chief will be considered emergency work.

ARTICLE 8. BENEFITS

Section 1. Health

Health benefit premiums for each employee shall be paid in full by the City and coverage begins on the first day of employment with the City of Poway. Dependents of each employee may also be covered by health benefit coverage, upon proper application and acceptance. The cost of dependent coverage of the medical and dental plan will be shared equally between the City and the employee for any PPO plans. The City agrees to increase the City contribution for dependent care for HMO medical plans to 60%. The employee will contribute 40% of the dependent contribution. This will take effect with the plan year beginning December 1, 2017. The employee's share of the cost will be made through payroll deduction.

Section 2. Eye Care

The City will provide an eye care plan. The City shall pay 100% of the premium for the employee and his/her dependent coverage.

Section 3. Life Insurance

Employees are covered under the City's group life insurance plan effective their date of hire in the amount of one and one-half (1-1/2) times their annual income (\$350,000 maximum).

Section 4. Short-Term and Long-Term Disability Income Insurance

This employee benefit provides for the payment of a monthly income benefit payment for those covered employees disabled by injury or sickness.

The monthly benefit provided under this coverage will be 66 2/3 percent of the employees' before-tax weekly earnings. The acceptance of an employee's application for short-term and long-term disability is subject to the approval of the insurance carrier. The insurance carrier is responsible for calculating the exact benefit amount, based on each individual's income status.

The insurance carrier for this coverage requires a seven (7) day waiting period from the first day of the disability to the beginning of the monthly benefit payment period. The City pays 100% of the premium.

An employee may use sick leave and other accrued leave to supplement coverage under this benefit up to, but not in excess of, 100% of his/her regular rate of pay.

Section 5. Flexible Spending Benefits Program

The City will maintain a Flexible Spending Benefits Program in accordance with applicable IRS statutes and the Affordable Health Care for America Act (AHCAA) in order to provide employees with the greatest possible tax benefit.

Section 6. Deferred Compensation

A. 457 Plan

1. The City will provide a 457 deferred compensation plan each year.
2. The City agrees to implement the ICMA 457 Loan Program for conventional loans.

B. 401 (a) Plan

The City will provide a 401(a) Deferred Compensation Plan. Only full-time employees shall be eligible for this benefit. Employees hired on or before June 30, 2004, shall have a one-year vesting period for the 401(a) plan. For those hired on or after July 1, 2004, the vesting schedule will be as follows for any contributions made by the City:

From date of hire until second anniversary – 0% of accumulated value
Second anniversary of employment – 20% of the accumulated value
Third anniversary of employment – 40% of the accumulated value
Fourth anniversary of employment – 60% of the accumulated value
Fifth anniversary of employment – 80% of the accumulated value
Sixth anniversary of employment – 100% of the accumulated value

Section 7. Retirement Health Savings Plan

The City agrees to provide a Retirement Health Savings Plan (RHSP) for employees.

- A. The City will contribute \$35.38 per full biweekly pay period into each employee’s RHSP account.
- B. Any fees related to the RHSP will be paid by employees.
- C. Annual conversion of sick leave hours:

Employees must annually convert 40 hours of sick leave to cash as an RHSP deposit in the last full pay period of the fiscal year when :

- 1. Their sick leave balance is at least 200 hours after conversion; and
- 2. The employee used 72 hours or less sick leave in the prior fiscal year (July 1 – June 30).

- D. Conversion of sick leave hours at service/non-disability retirement:

- 1. Remaining sick leave hours at service/non-disability retirement shall be converted to cash as an RHSP deposit.
- 2. The maximum cash value shall be \$11,819.70 effective July 1, 2017.
- 3. The maximum cash value shall increase to \$12,056.09 effective July 1, 2018.
- 4. The maximum cash value shall thereafter increase by the same percentage as future MOU salary increases (e.g., 2% across-the-board salary increase would increase the maximum by 2%, or $\$11,819.70 \times 1.02 = \$12,056.09$) effective the same date as that salary increase.

Effective	Increase	RHS Max Cash Value
7/1/2021	10.0%	\$ 13,261.70
7/1/2022	3.5%	\$ 13,725.86
7/1/2023	6.5%	\$ 14,618.04
7/1/2024	8.5%	\$ 15,860.57
7/1/2025	3.5%	\$ 16,415.69
7/1/2026	3.5%	\$ 16,990.24

- 5. If future salary increases vary by rank, the maximum cash value shall increase by the highest percentage salary increase granted for any rank represented by the Association.

Section 8. Computer Loan Program (Employee Computer Purchase Program Policy & Procedures)

Any regular City employee who has completed his/her initial probationary period is eligible to apply for a loan under the City's Computer Program. Participants must agree to comply with the requirements and provisions of the Program. Participants will be eligible to make an initial computer purchase or upgrade their existing computer system through this program.

Maximum loan amounts are established based upon the type of computer system being purchased, per the City's policy.

ARTICLE 9. SPECIAL PAY

Section 1. Tuition Reimbursement & Educational Incentive

A. Tuition Reimbursement

Employees in the Association shall be allowed to participate in the tuition reimbursement program outlined in the Personnel Rules. The maximum amount of reimbursement shall be \$2,500 per fiscal year per employee and will be available on a first-come, first-served basis. The total funds available to the Association will be \$10,000 each fiscal year. Funds remaining in any one fiscal year cannot be carried over to a future year. Approved fire service classes and professional and technical courses in accredited educational institutions are eligible provided that:

1. The employee has received at least an overall satisfactory rating on his/her last performance evaluation.
2. The subject matter of the course relates directly to and contributes toward the performance of the employee's position with the City, or contributes toward potential advancement or promotional opportunities with the City.
3. The employee submits a Request for Tuition Reimbursement form to the Fire Chief and Human Resources within three (3) weeks after the beginning of the class.
4. Before receiving reimbursement, the employee shall furnish proof of payment and evidence that he/she has completed the course with a grade of "C" or better, if the grade of "C" is acceptable for graduation. A "pass" will be accepted for classes where a pass/fail grading system is used. For approved fire service classes, a certificate of completion is required.

B. Educational Incentive

1. Bachelor's degree – Employees who earn a Bachelor's degree will receive a one-time payment of \$500 at the time the degree is earned. The City will provide the \$500 one-time payment to current fire safety employees who already have achieved a Bachelor's degree. If Associate's degree is achieved first and \$250 is provided at the time the Associate's is earned, an additional \$250 will be provided if the employee goes on to earn a Bachelor's degree.
2. Associate's degree – Employees who earn an Associate's degree will receive a one-time payment of \$250 at time degree is earned. The City will provide the \$250 one-time payment to current fire safety employees who already have achieved a stand-alone Associate's degree.
3. New employees will receive this benefit upon completion of probation.

Section 2. Certification Incentive Pay

- A. Effective 1 July 2025, certification incentive pay for all employees covered under this MOU will be calculated at two percent (2%) of *Step 5* of the employee's current rank for completion of certification tracks which enhance the employee's ability to perform their job. Qualifying employees are eligible for only one level of certification incentive pay.

Certification Track	Requirements	Eligibility
Apparatus Operator (Level I)	SFT Firefighter II Fire Apparatus Driver/Operator 1A Fire Apparatus Driver/Operator 1B Completion of the Certified Driver/Operator Program OR SFT Apparatus Operator Certificate Completion of the Certified Driver/Operator Program	Firefighter
Company Officer (Level II)	Company Officer 2A: HR Management Company Officer 2B: Administration Functions Company Officer 2C: Fire Inspections & Investigations Company Officer 2D: All Risk Command Operations Company Officer 2E: Wildland Incident Operations Hazardous Material Incident Commander OR SFT Company Officer Certificate	Firefighter and/or Fire Engineer
Chief Officer (Level III)	Chief Fire Officer 3A: Human Resource Management Chief Fire Officer 3B: Budget & Fiscal Responsibility Chief Fire Officer 3C: Administration Functions Chief Fire Officer 3D: Command for Expanding Incidents OR SFT Chief Officer Certificate	Fire Captain

B. Eligibility for each level/levels are as follows:

1. Firefighters will be eligible for Level I OR Level II certification incentive pay.
 2. Fire Engineers will not be eligible for Level I certification incentive pay.
 3. Fire Captains will not be eligible for Level I OR Level II certification incentive pay.
- C. Certification pay shall only be allowable for one level at a time and does not compound.
- D. Personnel that qualify for more than one level of certification incentive pay will only be allowed the maximum benefit of one level.
- E. Personnel shall submit a request for certification incentive pay and supporting documentation to the Battalion Chief-Training. After reviewing the documents, the Battalion Chief-Training shall submit qualifying documents to the Deputy Fire Chief and the Human Resources and Risk Management Department for final approval.

- F. Certification Pay as defined by the California Public Employees’ Retirement System (CalPERS) is a form of special compensation. As such, Certification Incentive Pay will be reported to CalPERS as part of the employee’s annual gross income for the purpose of computing the employee’s and City’s CalPERS contribution.

Section 3. Wellness Incentive Pay

- A. Fire Employees shall receive a wellness incentive of one and a half percent (1.5%), effective July 1, 2026, based on enrollment in and completion of agreed upon minimum standards and results for the Santa Ana wellness program and agreed upon standards and results for a treadmill test in Fiscal Year 2025-26.
- B. A Committee made up of the Deputy Fire Chief, Fire Battalion Chief – Safety, Senior Human Resources Analyst, and three PFA members of different age groups will be formed to develop qualifications and standards to earn the wellness incentive pay by no later than June 30, 2025. If the Committee cannot agree on qualifying standards, the wellness incentive pay will not be implemented.
- C. PFA members will earn the wellness incentive pay each year for the following fiscal year. All requirements must be satisfied for the next year before the fiscal year in which it was earned ends. Furthermore, any PFA member who ceases to retain or earn the incentive pay, for any reason, is not entitled to any sort of administrative appeal.
- D. This program meets the qualifications of a Physical Fitness Program for safety members and qualifies as a form of special compensation as defined by CalPERS. As such, Wellness Incentive Pay will be reported to CalPERS, for all members, as part of the employee’s annual gross income for the purpose of computing the employee’s and City’s CalPERS contribution.

Section 4. Uniforms and Equipment

The City will provide all uniforms that are required by the City in accordance to the following:

- A. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Fire Chief and shall include items specified in Section 2, Item C, below.
- B. Safety clothing required in the performance of duties shall be provided by the City. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. Standards of maintenance of uniforms and equipment shall be determined by the City. Employees will be required to maintain these standards. Uniforms to be purchased by the City include:

No.	Items	Quantity
1	Shirts	4
2	Pants	4
3	Sweatshirt	1
4	Jacket with liner	1
5	Socks	6 pairs
6	Physical Training Shorts	1
7	T-Shirts	6

8	Belt	1
9	Ball Cap	1
10	Beanie Skull Cap	1
11	Floppy Hat	1

- D. Uniform replacements will be made on an as-needed basis as determined by the Fire Chief or designee.
- E. Uniform allowance as defined by the California Public Employees' Retirement System (CalPERS) is a form of compensation for "classic" members of CalPERS for CalPERS purposes only. As such, the value of uniforms provided by the City will be reported to CalPERS as part of the employee's annual gross income for purposes of computing the employee's and City's CalPERS contribution. The City shall report to CalPERS the value of \$62.47, per pay period, for the purchase, replacement and maintenance of uniforms for all "classic" members in each class.
- F. Under the California Public Employees' Pension Reform Act (PEPRA), a uniform allowance or the value of uniforms is not considered pensionable compensation for "new" members of CalPERS.

Section 5. Acting Pay

- A. Compensation for working in an acting assignment in the rank of Fire Engineer or Fire Captain shall be paid at the next step in the employee's current range or a minimum of 5% above the employee's current compensation rate.

Acting pay will commence after the employee has worked a minimum of 12 consecutive hours in an acting assignment retroactive to the first hour of the assignment. Thereafter, acting pay will continue for every consecutive hour worked in the acting assignment until the employee is relieved of the acting assignment.

- B. In order for an employee to be eligible to work in an out-of-class position, the employee must have successfully passed the most recent promotional examination for that out-of-class position.
- C. Serving in an acting capacity will not alter employees' anniversary dates for probationary status or merit increases.

Section 6. Travel Expenses

Travel expense approval will be in alignment with the City's current policy.

Section 7. Paramedic License Recertification

City agrees to change paramedic pay from flat rate of \$1,000 for Firefighter/Paramedics and \$1,800 for Fire Engineer/Paramedics and Fire Captain/Paramedics to 1.5% of top step Firefighter/Paramedic, effective September 30, 2024. Pursuant to the California Public Employees' Retirement Law (PERL) in Government code sections 20630, 20636, the California Code of Regulations section 570.5 and the Public Employees' Pension Reform Act of 2013 (PEPRA) in Government Code section 7522.34, the paramedic license recertification pay is considered pensionable compensation for all members.

ARTICLE 10. SERVICE

Section 1. Probation

All appointments shall be for a probationary period of not less than one year. During the probationary period, the employee may be rejected at any time without the right of appeal or hearing. The Fire Chief shall have the authority to extend the initial period of probation for an additional three (3) months.

If any employee is rejected during the probationary period from a position to which he/she has been promoted, the City shall make every reasonable effort to retain the employee in any vacant position in a public safety position for which he/she is qualified. Such efforts may include acceptance of the employee's request for a voluntary demotion to a vacant position.

This provision shall not apply if the employee is released from probation due to repeated or single acts of misconduct specified in Rule 14.2 of the City's Personnel Rules.

Section 2. Prohibition of Tobacco Use

The City agrees to require new hires with an original appointment date after July 1, 2000, to not use tobacco products, and will require continued nonuse as a condition of their employment.

Section 3. Safety

The Association adopts the following by reference:

1. The City has a Central Safety Committee with representatives from all units.
2. The City and all employees shall comply with any applicable Federal and State law.
3. The City and all employees shall comply with any safety policy and/or procedure that may from time to time be promulgated by the City Council or the Fire Department.

Section 4. Meal and Rest Periods

Meal periods and rest periods will be permitted insofar as they are practicable and consistent with operational interests.

In the event of an extended emergency response, the City will reimburse the members of the Poway Firefighters' Association \$5.00 per meal, per person when such a response will not allow the fire crews to return to station by 1300 hours for lunch, or \$7.50 per meal, per person when returning after 1830 hours for dinner. Reimbursement will be made directly to the affected crew members. All meals will be purchased and consumed within the City limits, whenever practical. This provision is not applicable while assigned to mutual aid incidents where meals are provided, including traveling to and from the incident location.

Section 5. Transfers

If an employee assigned to a 112-hour biweekly work schedule is transferred to a position on an 80-hour biweekly schedule, the employee's sick leave and vacation leave accrual rates, along with their respective balances, shall be adjusted proportionately to reflect the new schedule for an 80-hour biweekly employee. If an employee is transferred from an 80-hour biweekly schedule to a 112-hour biweekly schedule, the sick leave and vacation accrual rate and balances shall be similarly adjusted.

Section 6. Layoff and Abolishment of Positions

The City may abolish any position and the employee may be laid off without disciplinary action or without the right of appeal.

Whenever the City deems it necessary to reduce the number of employees in any classification, the employee may be laid off without disciplinary action or without the right of appeal.

The City agrees to meet with the Bargaining Unit Representatives 30 days prior to issuing any layoff notices or abolishment of positions to confer over the impact and implementation of said layoffs or abolishment and to discuss alternatives and options.

However, the City Manager shall retain the final decision with respect to classifications and number of employees to be laid off.

The City's layoff procedures are contained in Rule 13 (Separation from Service) of the City's Personnel Rules, in effect at the time the layoff decision is made.

Section 7. Driving Eligibility

Employees who drive a vehicle for City business shall have a valid California Driver's License. The City participates in the California Department of Motor Vehicles' "pull program." The City reserves the right to check at any time with the Department of Motor Vehicles and/or an employee to determine if the employee's license is valid. If an employee's driver's license is revoked, suspended or otherwise made invalid by the Department of Motor Vehicles, the employee must inform his/her supervisor immediately.

Section 8. Licenses and Certificates

Employees must maintain licenses and certification as outlined in their respective job specifications at all times. In order to ascertain the validity of the employee's licenses and certificates, employees must present licenses and certificates to their supervisor upon request. If any of an employee's licenses or certificates are revoked, suspended or otherwise made invalid, the employee must inform his/her supervisor immediately.

Section 9. Direct Deposit

All employees will have mandatory direct deposit. Employees will provide authorization to the City to electronically deposit their paychecks to a financial institution of their choice.

Section 10. Resignations

An employee wishing to resign in good standing shall file with the Fire Chief a written resignation stating the effective date and reasons for resignation at least two weeks prior to the effective date of resignation.

The City will pay an employee for all hours worked on the next regular payday after resignation, and will thereafter pay all accumulated reimbursable benefits as early as feasible.

An employee who has resigned with a good record will be given preferential consideration for rehire if a position is available. Decision to rehire is at the discretion of the City, and the employee will not reestablish rights and/or benefits lost at the time of resignation.

Section 11. Training and Seminars

The City provides funds for training and educational seminars as the budget reasonably permits. Tuition and fees for training and educational seminars are paid from these funds. Employees requesting tuition for emergency services, job-related educational seminars must obtain approval in advance from the Fire Chief. Employees attending such seminars during their normal duty hours will not be charged vacation leave or compensatory time off leave. Employees attending such seminars on their own time will not be compensated for that time.

Section 12. Bid System

The City will maintain a bid system and policy developed through a joint committee of PFA members and Fire Management. The policy may be evaluated on an annual basis.

ARTICLE 11. GRIEVANCE PROCEDURE

The Association and City will adhere to the grievance procedure as stated in the Personnel Rules, Rule 15, in effect at the time of the grievance. In addition to Step Five of the Grievance Procedure set forth in the Personnel Rules, the final level of review shall be contained in the Memorandum of Understanding with the Association as follows:

If the employee does not agree with the decision reached in Step Five of the Grievance Procedure, he/she may present the appeal in writing to the City Council.

Final Level of Review: The City Council upon receiving the grievance shall take such actions and such methods as it chooses and render a written final and binding decision.

ARTICLE 12. RETIREMENT AND SOCIAL SECURITY

The City will provide retirement benefits through the Public Employees' Retirement System. The City does not participate in the Social Security System, except as required by law.

The use of the terms "classic" member and "new" member shall be as defined in the Public Employee Pension Reform Act of 2013 (PEPRA) and those rules and regulations adopted by CalPERS to implement PEPRA.

"Classic" members are those members who entered into membership with a retirement system on or before December 31, 2012 who do not meet the definition of "new" member in Government Code section 7522.04(f).

A "new" member is defined in Government Code section 7522.04(f) as any of the following:

1. An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date; or
2. An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Govt. Code 7522.02; or
3. An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

For employees hired on or before December 31, 2011 and considered "classic" members as defined above:

Employees considered "classic" members will contribute the required member share of nine percent (9%) of his/her compensable earnable salary, on a pre-tax basis, to the extent permitted by the Internal Revenue Code, towards the "member" contribution portion of their CalPERS retirement account. In addition, employees considered "classic" members will contribute another one percent (1%) pursuant to Government Code Section 20516 toward the employer's share, on a pre-tax basis to the extent permitted by the Internal Revenue Code.

The City will provide under its contract with the California Public Employees' Retirement System (CalPERS) the following provisions for each employee in this first tier:

1. The retirement benefit formula of 3%-at-50;
2. Final-Compensation Highest Average Annual Compensation Earnable 36 Months;
3. The Index Level of 1959 Survivor Benefit; and
4. Pre-Retirement Option 2W Death Benefit.

For employees hired after December 31, 2011 and considered "classic" members as defined above:

The City amended its contract with CalPERS to create a second-tier retirement plan effective January 1, 2012. The second-tier will apply to employees hired after December 31, 2011, and considered "classic" members. The second-tier shall provide:

1. The retirement benefit formula of 3%-at-55;
2. Final Compensation-Highest Average Annual Compensation Earnable 36 Months;

3. The Index Level 1959 Survivor Benefits; and
4. Pre-Retirement Option 2W Death Benefit.

Employees considered "classic" members will contribute the required member share of nine percent (9%) of his/her compensable earnable salary, on a pre-tax basis, to the extent permitted by the Internal Revenue Code, towards the "member" contribution portion of their CalPERS retirement account. In addition, employees considered "classic" members will contribute another one percent (1%) pursuant to Government Code Section 20516 toward the employer's share, on a pre-tax basis to the extent permitted by the Internal Revenue Code.

For employees hired on or after January 1, 2013 and considered "new" members as defined above:

The City will provide under its contract with CalPERS the following provisions for each employee considered a "new" member in Tier 3 (also known as the PEPRRA Tier):

1. The retirement formula of 2.7%-at-57;
2. The Index Level 1959 Survivor Benefits;
3. Final Compensation-Highest Average Annual Compensation Earnable 36 Months; and
4. Pre-Retirement Optional Settlement 2 Death Benefit.

Employees considered "new" members shall pay 50% of the normal cost (as determined by CalPERS annually) on a pre-tax basis to the extent permitted by the Internal Revenue Code.

ARTICLE 13. MAINTENANCE OF BENEFITS

All rights, privileges, and terms and conditions of employment in full force and effect under the previous MOU and not in conflict herewith shall become a part herein until mutually modified, or otherwise changed by the parties hereto.

ARTICLE 14. JOB ACTIONS

The Association agrees not to strike or otherwise engage in withholding services or concerted action during the term of this Agreement. In addition, the City agrees not to lock out the employees.

ARTICLE 15. AMERICANS WITH DISABILITY ACT

The City and the Bargaining Unit agree that they are subject to and must conform to the Americans with Disability Act Amendments Act (ADAAA).

ARTICLE 16. PERSONNEL RULES

All other employee rights, privileges, and benefits are included in the Personnel Rules of the City of Poway.

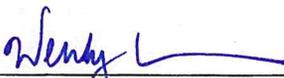
ARTICLE 17. POSTING OF AGREEMENT

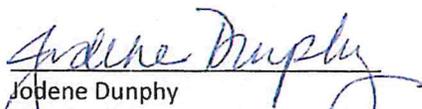
A copy of this Agreement will be posted on the City's intranet and internet for employee access. The Agreement will be provided to new hires at the Human Resources orientation.

The undersigned, representing the City and the Association, do hereby adopt the terms and conditions set forth herein and have caused this Memorandum of Understanding to be fully executed by authorized officers.

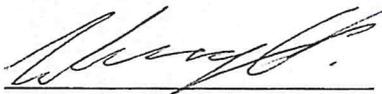
For the City:


Chris Hazeltine
City Manager


Wendy Kaserman
Assistant City Manager

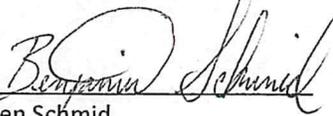

Jodene Dunphy
Director of Human Resources/Risk Management

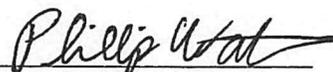

Brian Mitchell
Deputy Fire Chief


Wesley Ontiveros
Sr. Human Resources Analyst

For the Association:


Mike McGill, Esq.
Adams Ferrone & Ferrone

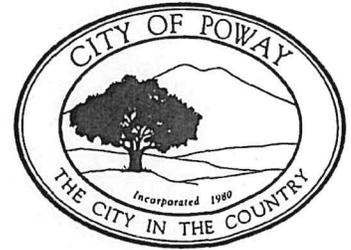

Ben Schmid
Fire Captain


Phillip Watson
Fire Engineer


John Pike
Fire Engineer

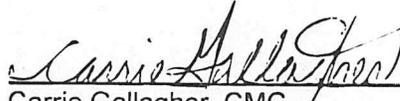
CITY OF POWAY

STEVE VAUS, Mayor
CAYLIN FRANK, Deputy Mayor
PETER DE HOFF, Councilmember
ANITA EDMONDSON, Councilmember
BRIAN PEPIN, Councilmember



STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF POWAY)

I, Carrie Gallagher, City Clerk of the City of Poway, California, hereby certify, under penalty of perjury, that the attached and foregoing is a true and correct copy of Resolution No. 24-064, "A Resolution of the City Council of the City of Poway, California, Authorizing the City Manager to Revise and Execute the Current Memorandum of Understanding between the City of Poway and the Poway Firefighters' Association, Incorporating the Terms of the Tentative Agreement, and Adopting the Revised Salary Schedule for Fiscal Year 2024-25," as adopted by the City Council of the City of Poway on September 17, 2024.


Carrie Gallagher, CMC
City Clerk
City of Poway

RESOLUTION NO. 24-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POWAY, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO REVISE AND EXECUTE THE CURRENT MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POWAY AND THE POWAY FIREFIGHTERS' ASSOCIATION, INCORPORATING THE TERMS OF THE TENTATIVE AGREEMENT, AND ADOPTING THE REVISED SALARY SCHEDULE FOR FISCAL YEAR 2024-25

WHEREAS, the current six-year Memorandum of Understanding ("MOU") between the City of Poway ("City") and the Poway Firefighters' Association ("PFA") includes a re-opener clause after July 1, 2024;

WHEREAS, the PFA requested to re-open negotiations and, through its management representatives, the City has met and conferred in good faith with the PFA;

WHEREAS, the City and PFA representatives have agreed on a Tentative Agreement ("TA") for the remaining three years of the current MOU through June 30, 2027 which is attached to this Resolution as Exhibit A; and

WHEREAS, the PFA ratified the TA revising the current MOU from July 1, 2024 through June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Poway as follows:

SECTION 1: That the items in the TA (Exhibit A) be incorporated into the current MOU and adopted for implementation per the terms of each item in the TA.

SECTION 2: That the City Manager is hereby directed and authorized to implement all provisions of the adopted TA which are to be incorporated into the MOU without further specific actions by the City Council. No additional financial terms will be assumed beyond the terms of the approved TA when finalizing and executing the MOU.

SECTION 3: That the Salary Schedule for employees designated as members of the PFA, attached hereto as Exhibit B, is hereby adopted, with a 5% salary increase for all three firefighter ranks effective retroactively to the first day of the pay period that includes July 1, 2024, which is June 24, 2024.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Poway, California on the 17th day of September, 2024 by the following vote, to wit:

AYES: DE HOFF, EDMONDSON, PEPIN, FRANK, VAUS
NOES: NONE
ABSTAINED: NONE
ABSENT: NONE
DISQUALIFIED: NONE



Steve Vaus, Mayor

ATTEST:



Carrie Gallagher, City Clerk, CMC

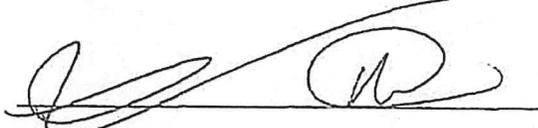
**City of Poway
August 28, 2024
Tentative Agreement**

1. 5.0% base salary increase across all ranks, effective the first day of the beginning of the pay period that included July 1, 2024.
2. City agrees to change paramedic pay from flat rate of \$1,000 for FF/PMs and \$1,800 for Fire Engineer/Paramedics and Fire Captain/Paramedics to 1.5% of top step Firefighter/Paramedic, effective the first day of the beginning of the pay period after PFA ratification and City Council approval (earliest effective date would be 9/30/24 if approved by City Council on 9/17/24).
3. City agrees to add 2% Qualification/Certification pay effective the first pay period that includes July 1, 2025 based on the qualifications and program outlined in Attachment A.
4. City agrees to wellness incentive of 1.5% effective July 1, 2026 based on enrollment in and completion of agreed upon minimum standards and results for the Santa Ana wellness program and agreed upon standards and results for a treadmill test in Fiscal Year 2025-26. A Committee made up of the Deputy Fire Chief, Fire Battalion Chief – Safety, Senior Human Resources Analyst, and three PFA members of different age groups will be formed to develop qualifications and standards to earn the wellness incentive pay by no later than June 30, 2025. If the Committee cannot agree on qualifying standards, the wellness incentive pay will not be implemented. PFA members will earn the wellness incentive pay each year for the following fiscal year. All requirements must be satisfied for the next year before the fiscal year in which it was earned ends. Furthermore, any PFA member who ceases to retain or earn the incentive pay, for any reason, is not entitled to any sort of administrative appeal. PFA members understand that this compensation item is only paid because the member qualifies for it due to having enrolled in and completed the Santa Ana College wellness program and passed all related fitness exams, including a treadmill. In the event that the member did not complete the Santa Ana College wellness program and pass the related physical exams, including a treadmill, there is no incentive, and the PFA member cannot appeal that.
5. City agrees to add 24 hours of annual vacation accrual to each rank, effective the first day of the pay period that includes July 1, 2025 and an additional 24 hours of annual vacation to each rank, effective the first pay period that includes July 1, 2026.
6. City agrees to add 12 hours of holiday hours for Christmas Eve day effective December 24, 2026.
7. PPO Buy Up: Beginning with new medical plan year on December 1, 2024, the City proposes to pay the same amounts for the CIGNA PPO plan at all coverage levels as the City does for the CIGNA HMO plan.

TENTATIVE AGREEMENT ACCEPTED ON August 28, 2024 by:

FOR PFA.

Michael A. McGill, Ferrone & Ferrone



Ben Schmid



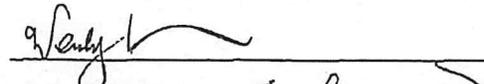
Phil Watson



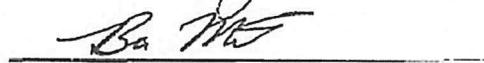
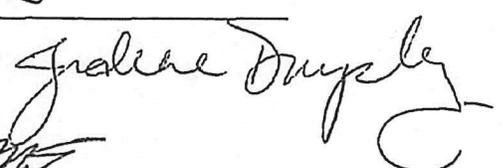
John Pike

FOR CITY OF POWAY.

Wendy Kaserman



Jodene Dunphy



Brian Mitchell



Wesley Ontiveros

Certification Incentive Pay

Effective the first day of the pay period that includes July 1, 2026, certification incentive pay for all employees covered under this MOU will be calculated at two percent (2%) of base pay at the employee's current step and rank for completion of one of the following certification track levels. Qualifying employees are eligible for only one level of certification incentive pay. Certification incentive pay is eliminated once an employee is promoted to the rank for that certification level.

Certification Track	Requirements	Eligibility
Apparatus Operator (Level I)	SFT Firefighter II Fire Apparatus Driver/Operator 1A Fire Apparatus Driver/Operator 1B Completion of the Certified Driver/Operator Program OR SFT Apparatus Operator Certificate Completion of the Certified Driver/Operator Program	Firefighter
Company Officer (Level II)	Company Officer 2A: HR Management Company Officer 2B: Administration Functions Company Officer 2C: Fire Inspections & Investigations Company Officer 2D: All Risk Command Operations Company Officer 2E: Wildland Incident Operations Hazardous Material Incident Commander OR SFT Company Officer Certificate Hazardous Material Incident Commander	Firefighter and/or Fire Engineer
Chief Officer (Level III)	Chief Fire Officer 3A: Human Resource Management Chief Fire Officer 3B: Budget & Fiscal Responsibility Chief Fire Officer 3C: Administration Functions Chief Fire Officer 3D: Command for Expanding Incidents OR SFT Chief Officer Certificate	Fire Captain

Firefighters will be eligible for Level I or Level II certification incentive pay.

Fire Engineers will not be eligible for Level I certification incentive pay.

Fire Captains will not be eligible for Level I or Level II certification incentive pay.

Probationary employees are not eligible to receive certification incentive pay.

Certification pay shall only be allowable for one level at a time. Personnel that qualify for more than one level of certification incentive pay will only be allowed the maximum benefit of one level.

Personnel shall submit a request for certification incentive pay and supporting documentation to the Battalion Chief-Training. After reviewing the documents, the Battalion Chief-Training shall submit qualifying documents to the Deputy Fire Chief for approval, then to Human Resources and Risk Management Department for final approval. The pay will become effective the first day of the pay period following approval by Human Resources.

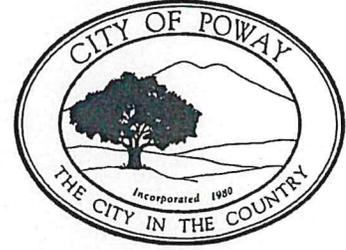
CITY OF POWAY
 POWAY FIREFIGHTERS' ASSOCIATION (PFA)
 SALARY SCHEDULE

EFFECTIVE JUNE 24, 2024						
POSITION	SALARY		STEPS			
	RANGE					
Fire Captain/Paramedic	1030	1	2	3	4	5
Approx. Biweekly (hourly x 112)		4,557	4,785	5,024	5,275	5,539
Hourly (112 hours)		40.6878	42.7218	44.8576	47.1014	49.4553
Hourly (80 hours)		56.9624	59.8110	62.8010	65.9406	69.2373
Approx. Monthly		9,874	10,367	10,885	11,430	12,001
Fire Engineer/Paramedic	1020	1	2	3	4	5
Approx. Biweekly (hourly x 112)		3,906	4,101	4,306	4,521	4,747
Hourly (112 hours)		34.8731	36.6161	38.4465	40.3691	42.3876
Hourly (80 hours)		48.8216	51.2629	53.8252	56.5157	59.3426
Approx. Monthly		8,463	8,886	9,330	9,796	10,286
Firefighter/Paramedic	1010	1	2	3	4	5
Approx. Biweekly (hourly x 112)		3,673	3,856	4,049	4,252	4,464
Hourly (112 hours)		32.7924	34.4312	36.1526	37.9602	39.8577
Hourly (80 hours)		45.9081	44.0033	50.6123	53.1434	55.8005
Approx. Monthly		7,958	8,355	8,773	9,212	9,672

Approved at the Poway City Council meeting on 9/17/24

CITY OF POWAY

STEVE VAUS, Mayor
CAYLIN FRANK, Deputy Mayor
PETER DE HOFF, Councilmember
ANITA EDMONDSON, Councilmember
BRIAN PEPIN, Councilmember



STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF POWAY)

I, Carrie Gallagher, City Clerk of the City of Poway, California, hereby certify, under penalty of perjury, that the attached and foregoing is a true and correct copy of Resolution No. 24-065, "A Resolution of the City Council of the City of Poway, California, Appropriating Funds in Fiscal Year 2024-25 to Implement the Financial Terms of the Tentative Agreement with the Poway Firefighters' Association," as adopted by the City Council of the City of Poway on September 17, 2024.

A handwritten signature in blue ink, which appears to read "Carrie Gallagher", is written over a horizontal line.

Carrie Gallagher, CMC
City Clerk
City of Poway

RESOLUTION NO. 24-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POWAY, CALIFORNIA, APPROPRIATING FUNDS IN FISCAL YEAR 2024-25 TO IMPLEMENT THE FINANCIAL TERMS OF THE TENTATIVE AGREEMENT WITH THE POWAY FIREFIGHTERS' ASSOCIATION

WHEREAS, the City of Poway has reached a Tentative Agreement ("TA") with the Poway Firefighters' Association ("PFA") and the City Council has authorized the City Manager to execute a Memorandum of Understanding ("MOU") incorporating the terms of the TA with the PFA for the remaining three years of the MOU through June 30, 2027;

WHEREAS, an appropriation in Fiscal Year 2024-25 of \$429,124 is necessary to implement the year one changes to the MOU for employees designated as PFA members; and

WHEREAS, the appropriation for the Fiscal Year 2024-25 changes to the MOU with the PFA will come from the unassigned General Fund balance, and sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Poway as follows:

SECTION 1: That the above recitations are true and correct.

SECTION 2: That the Director of Finance is authorized to appropriate \$429,124 from the unassigned General Fund balance to cover the Fiscal Year 2024-25 expenses to be incurred pursuant to the TA for employees represented by the PFA.

SECTION 3: That estimated appropriations in the amount of \$492,471 in Fiscal Year 2025-26 and \$821,623 in Fiscal Year 2026-27 be included in the applicable operating budgets.

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PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Poway, California on the 17th day of September, 2024 by the following vote, to wit:

AYES:	DE HOFF, EDMONDSON, PEPIN, FRANK, VAUS
NOES:	NONE
ABSTAINED:	NONE
ABSENT:	NONE
DISQUALIFIED:	NONE



Steve Vaus, Mayor

ATTEST:



Carrie Gallagher, CMC, City Clerk