

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SOLANA BEACH AND
THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION
July 1, 2026 through June 30, 2029**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SOLANA BEACH
AND
THE SOLANA BEACH FIREFIGHTERS' ASSOCIATION**

SECTION 1 - PREAMBLE

This Memorandum of Understanding (MOU) is made and entered into pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law between the designated management representatives of the City of Solana Beach (CITY), and the Solana Beach Firefighters' Association (SBFA), the Recognized Employee Organization (under Solana Beach Resolution No. 92-52) for certain full-time fire department safety employees represented herein.

This MOU is the result of good faith negotiations regarding wages, hours and other terms and conditions of employment under the provisions of the California Meyers- Miliias-Brown Act. The parties to this MOU hereto have met and conferred in good faith exchanging various proposals in an attempt to reach agreement. The parties affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CITY business, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

All provisions in this MOU constitute the entire understanding between the parties regarding the subject provisions. Provisions wherein this MOU is silent, the City's Personnel Rules and Regulations prevail. There are no Special Departmental Policies that supersede the issues addressed by this MOU, unless signed by the City Manager at the time of MOU Adoption. Any subsequent Departmental Policies affecting aspects of provisions contained in this MOU directly or indirectly related to compensation must be authorized and signed by the City Manager and made part of the MOU as a side letter.

SECTION 2 - RECOGNITION

Pursuant to Solana Beach Resolution No. 92-52 (Employer-Employee Relations Resolution), and applicable State law, the CITY acknowledges SBFA as the Recognized Employee Organization for fire department safety employees in the classifications of Firefighter/Paramedic, Fire Engineer, Fire Captain, and Shift Fire Captain, and all provisions of the MOU shall apply to said classifications.

Nothing in this Article is intended to amend, alter, modify or supersede the provisions of Resolution No. 92-52, the rights of employees there under, or the rights of individual employees under the provisions of the Meyers-Miliias-Brown Act.

SECTION 3 - APPROVAL BY THE CITY COUNCIL

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council for its consideration and approval. If this MOU is approved by the City Council, the CITY

will act in a timely manner to implement the changes to ordinances, resolutions, rules, policies, practices and procedures, if any, contemplated by this MOU.

Upon approval by the City Council, this MOU, along with the Solana Beach Personnel Rules and Regulations (as existing on the date of this MOU or as modified by or pursuant to this MOU), Fire Department Policies and Directives (as existing on the date of this MOU or as modified by or pursuant to this MOU), and other Policies or Directives established by the CITY (as existing on the date of this MOU or as modified by or pursuant to this MOU) will govern the wages, hours and terms and conditions of employment of the employees represented by the SBFA, subject to the provisions and limitations of Chapter 2.44 (Personnel System) of the Solana Beach Municipal Code.

SECTION 4 - AUTHORIZED AGENTS/REPRESENTATIVES

The CITY'S principal authorized agent shall be the City Manager or the City Manager's authorized representative, unless a particular officer or employee is specifically designated in connection with the performance of a specific function or obligation set forth in the MOU. The SBFA's principal authorized agent shall be its president or a duly authorized designee of the president.

SECTION 5 – CAFETERIA BENEFIT PLAN

All regular employees in this Unit shall be entitled to receive health, dental and vision insurance in accordance with the group insurance policies acquired by the CITY.

- The Health Benefit amount will be set at the median CalPERS Medical Health Plan (median high if there are an even number of plans) per month to be used toward the medical, dental, and vision insurance options offered through the City's Flexible Benefit Plan.

Opt-Out/Cash Back Provisions:

Employees hired prior to July 1, 2018:

Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("opt-out") will receive cash back in the amounts listed below. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Department, as set forth below.

I. July 1, 2026, through June 30, 2029

- Opt-Out amount will be capped at \$642 per month

Employees who either:

- a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or
- b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$642 will

receive the difference between \$642 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.

- c) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$642.

Employees hired on or after July 1, 2018:

- 1) Employees who do not enroll in the medical, dental or vision insurance plans provided by the City ("opt-out") will receive \$475 cash back per month. Employees who opt-out of plans provided by the City must provide proof of other "minimum essential group medical insurance coverage" to the Human Resources Department, as set forth below.
- 2) Employees who either:
 - a) Do not enroll in the medical insurance plan provided by the City and enroll in either the dental or vision plans provided by the City; or
 - b) Enroll in medical and dental or vision plans provided by the City where the total monthly health insurance premiums cost less than \$475 will receive the difference between \$475 and their total monthly insurance premiums for medical, dental, and vision plans provided by the City.
 - c) No cash back will be provided to employees whose total monthly insurance premiums for medical, dental, and vision plans provided by the City exceed \$475.

The CITY will make available medical, dental, and vision insurance plans for SBFA employees. The City also provides for employee participation in Health Care and Dependent Care Flexible Spending Accounts. The Flexible Spending Accounts are established under Section 125 of the Internal Revenue Code and will be administered by a third-party administrator (TPA).

All employees must either elect medical insurance for employee only or provide satisfactory proof of other minimum essential group medical insurance coverage through a non-CITY plan. The CITY's Human Resources Department will be responsible for approving an employee's proof of health coverage. After the CITY's initial verification of employee coverage under another non-CITY medical plan, the Human Resources Department will request proof of coverage as often as deemed necessary to ensure an employee's continued medical insurance coverage. All costs of insurance coverage for the employee or dependents in excess of the CITY contribution shall be borne by the employee.

All Cafeteria Plan elections must be made on forms approved by the Human Resources Department. Elections must be made prior to the beginning of the Plan year and must remain in effect unless there is a qualifying event as defined under IRS regulations and the City of Solana Beach Flexible Benefit Plan, and approved by the Human Resources Department.

SECTION 6 - CALL BACK

Employees shall be entitled to call back pay as provided in the City Personnel Rules and Regulations.

Call back work is defined as work required by management of an employee who, following completion of the employee's workday or work week and departure from employee's work site, is unexpectedly ordered to report back to duty to perform necessary work.

Employees who are called back shall receive a minimum of three (3) hours compensation at time and one half.

Whenever an employee is called back, the employee shall receive the minimum provided or pay for hours actually worked, whichever is greater.

Hours worked shall be calculated beginning at the time the call back is received by the employee and ending when the employee is relieved of duty.

If an employee, who is called back to work and has completed his/her assignment and left work, is called back to work, he/she shall not receive another minimum if the time return is within the previous call back minimum.

Stand-by time as provided under Section 9.03 D of the Personnel Rules shall not apply to employees covered by this MOU.

SECTION 7 - CAREER PATH

The career path for the fire department shall be: Firefighter/Paramedic, Engineer, Fire Captain, Battalion Chief, Deputy Fire Chief, and Fire Chief. The Fire Chief shall determine the job qualifications and duties for the positions within the career path, with the exception of the Fire Chief position, according to the management rights provisions of this MOU. To the extent that a change in the job qualifications and duties implicates negotiable matters, the City will negotiate said changes with the Association, as required by law. Nothing in the career path shall be construed as requiring the CITY to promote or hire any employee, or as precluding any lawful method for the selection of employees.

The City's salary schedule shall maintain a minimum of 5% separation between the Firefighter/Paramedic classification and the Engineer classification.

SECTION 8 - CITY MANAGEMENT RIGHTS

The CITY retains and has the exclusive decision-making authority to manage municipal services and the work force performing those services so long as the CITY exercises that exclusive authority in conformity with the express provisions of this MOU.

Subject only to the provisions of this MOU, the CITY has the exclusive decision-making authority to:

- (a). Determine and modify the organization of CITY government and its constituent work units;

- (b). Determine the nature, standards, levels and mode of delivery of services to be offered to the public, provided, however, should the City determine to change the mode of delivery of services to be offered to the public, it shall first notify SBFA and if an effect on represented employees is identified, shall meet and confer with SBFA regarding the effect of such decision on represented employees;
- (c). Determine the budget for the CITY and its respective departments, to allocate funds and resources and determine revenue sources;
- (d). Determine methods, means, and the numbers and kinds of personnel by which services are to be provided;
- (e). Determine whether goods or services shall be made, purchased or contracted for, provided, however, should the CITY determine to contract out bargaining unit work, it shall first meet and confer with SBFA regarding the effect of such decision on represented employees;
- (f). Determine employee work assignments, including scheduling and assignment of work and overtime;
- (g). Establish employee performance standards and require compliance therewith;
- (h). Promote or hire employees and establish job qualifications, descriptions and requirements;
- (i). Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the provisions of the City's Personnel Rules and Regulations;
- (j). Relieve employees from duty because of lack of work or lack of funds or for other legitimate reasons;
- (k). Implement rules, regulations and directives consistent with law and the provisions of this MOU;
- (l). Take all necessary actions to protect the public health, safety and welfare in emergencies.

The manner in which the CITY exercises any of the rights under this paragraph shall not be subject to any grievance procedures.

SECTION 9 - EMPLOYEE RIGHTS

As a result of this MOU, no person shall be favored or discriminated against by either the CITY or SBFA, to the extent provided by law because of political or religious opinions or affiliations, race, national origin, age, sex, sexual orientation or disability.

Neither the CITY nor SBFA shall interfere with, intimidate, restrain, coerce, or discriminate

against employees covered by this MOU because of the exercise of rights to engage or not engage in SBFA activity or because of the exercise of any right provided to employees by this MOU or the Meyers-Milias-Brown Act.

Nothing in this MOU shall be construed as a waiver of any of the following rights of individual employees which may be exercised in compliance with applicable laws, ordinances and rules and regulations:

- (a). The right to form, join and participate in the activities of employee organizations of the employee's own choosing for the purpose of representation on matters of employer/employee relations or not to join or participate in the activities of any organization as provided in Solana Beach Resolution No. 92-52. All employees have a right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his or her membership or non-membership in any employee organization.
- (b). Pursuant to the Meyers-Milias-Brown Act, the right to represent himself or herself individually in employer/employee relations with the CITY or to be represented through a representative designated by the employee.
- (c). The right to review his or her individual personnel file during regular business hours, and at times convenient to the employee and Human Resources. The employee must give written notification of the request at least twenty-four (24) hours in advance to the Human Resources Department.

As the recognized employee organization, SBFA has the following rights which the CITY hereby recognizes:

- (a). To govern its internal affairs;
- (b). To use bulletin boards at CITY offices in locations convenient to SBFA and approved by the City Manager. SBFA shall have exclusive control over the material placed on the bulletin boards designated for its use; provided, however, that SBFA agrees to not post, and to immediately remove any unauthorized material, which is defamatory, violates CITY policies designed to assure a workplace free from harassment or discrimination, violates rules relating to political advocacy in the workplace, or violates any state or federal law;
- (c). To use, with prior approval of the City Manager, CITY facilities for off-duty meetings of SBFA members; provided, however that use of CITY equipment or supplies other than incidental use during such meetings of items normally used at business meetings such as desks, chairs, blackboards, dry boards, and similar items is prohibited;
- (d). To have reasonable access during working hours to members of SBFA for the purposes of providing representation and consultation; provided, however, that such access shall be subject to the approval of the Fire

Chief in order to ensure no interference with the convenient operation of the Department and further provided that personal visits by business agents or representatives shall be subject to reasonable prior notice to the Chief;

- (e). To have up to two of its members designated as representatives for the purposes of meeting and conferring with the CITY and to have those members provided with reasonable time off without loss of pay, during scheduled work hours, when those representatives are meeting and conferring with representatives of the CITY on matters within the scope of representation.

A SBFA representative shall be allowed to be present, at the request of any represented employee, during any hearing or meeting regarding discipline or a grievance:

- (a). SBFA may designate one employee representative to assist an employee in preparing and presenting materials for disciplinary or grievance procedures. The designated employee representative shall be allowed

reasonable release time from regularly scheduled duties for the purpose of investigating and preparing material for such procedures. Supervisors shall be given at least one-day prior written notice in the event release time is requested, unless the supervisor agrees otherwise. Employee representatives, who investigate, prepare, or present materials during off-duty time shall do so on their own time and shall not be considered to be working. Employee representatives and employees who attend personnel hearings during their off-duty time shall do so on their own time and shall not be considered to be working. If an employee who would otherwise be off-duty during the time of a personnel hearing is subpoenaed or ordered to attend the hearing, then the employee shall be considered to be working during the time the employee is in at the hearing in response to the order or subpoena.

- (b). A designated employee representative requesting time off under this Section shall direct the request to the Chief in writing within a reasonable time before the date requested. The Chief shall respond to the request as soon as feasible, but not later than 5:00 p.m. on the next business day following the request. The request may be denied only if the Chief determines that it would unreasonably interfere with departmental staffing or sufficient coverage of departmental assignments. If the Chief does not respond to the request within the time provided by this Section, the City Manager may grant the release time. If the Chief or Manager does not grant the release time because of workload or other scheduling reasons, the Chief or Manager shall give notice to the employee of a date or dates when the release time will be provided.

SECTION 10 - FULL UNDERSTANDING, MODIFICATION, WAIVER

It is the intent of the parties that this MOU set forth the full and entire understanding of matters agreed to upon conclusion of the meet and confer sessions that resulted in this MOU. Any other matters not contained herein that were or could have been addressed during the meet and confer sessions are superseded and terminated in their entirety. This

MOU may not be amended except by a writing executed by the parties after appropriate negotiations.

During the term of this MOU neither party shall be required to negotiate with the other regarding changes or modifications of the MOU, except as defined and agreed to with respect to re-opener clauses. If during the term of this MOU it becomes necessary for either party to propose changes in matters within the scope of representation and not covered by this MOU, then the party proposing the change shall give written notice to the other party of the proposed change and request consultation or meeting and conferring as appropriate. The party to whom the request is made shall indicate within ten days of receipt of the written notice, in writing, whether they approve of the change as proposed or whether the party desires to consult or meet and confer. If the party desires consultation or meeting and conferring, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of the matter as quickly as possible. Failure by SBFA to request consultation or meeting and conferring shall not be deemed approval of any action taken by the CITY, but only as a waiver of the right to consult or meet and confer.

Nothing in this MOU shall be construed to limit the authority of the CITY to make changes required to respond to an emergency. However, the CITY shall notify SBFA of such changes as soon as reasonably feasible. Emergency changes shall not extend beyond the period of emergency. "Emergency" means an unforeseen circumstance requiring immediate implementation of the change.

The consent to, or waiver of, any breach, provision or condition of this MOU shall not constitute a precedent in the future enforcement of any or all of the provisions of this MOU, nor a consent to, or waiver of, any future breach, provision or condition, unless otherwise expressly stated to the contrary in writing.

SECTION 11 - LEAVE PROVISIONS

SBFA agrees to abide by City's Administrative Policy #31, Vacation, Sick Leave, and Other Leaves Use and Accrual.

Section 11.1 Vacation

Paid vacation shall be accrued on an hourly basis as follows:

<u>Months of Employment</u>	<u>Accrued Hours</u>
12 – 36 completion months	112 hours/year <u>or</u> 4.308 hours/pay period
37 – 120 completion months	168 hours/year <u>or</u> 6.461 hours/pay period
121+ completion months	224 hours/year <u>or</u> 8.616 hours/pay period

Full-time employees shall be entitled to earn and use vacation time according to the provisions of the City Personnel Rules and Regulations and the Fire Department

Vacation Policy as amended as of the date of this MOU.

Section 11.2 Sick Leave

Fire employees who regularly work a schedule that averages 56 hours per week shall accrue sick leave at the rate of 7.385 hours per biweekly pay period. There shall be no limit to the amount of sick leave that an employee may accumulate.

Full-time employees shall be entitled to earn and use sick leave according to the provisions of the City Personnel Rules.

Sick Leave Conversion: Personnel Rules and Regulations Section 10.02(E) will be revised to reflect that 40 hours of sick leave may be converted to vacation leave when an employee has not used up more than 40 hours of sick leave during the previous year. All other provisions and requirements regarding Sick Leave will remain unchanged.

Section 11.3 Holiday

Holidays and holiday pay are generally governed by the City Personnel Rules and Regulations. However, because employees subject to this MOU are required to work shifts to provide full time fire protection services, each fire department safety employee working shift work shall receive an annual total of 132 hours of Holiday-in-Lieu payable in equal installments each two-week pay period. Holiday-in-Lieu is considered "Special Compensation" by CalPERS and California Code of Regulations (CCR) 571(5) defines "Holiday Pay" as additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require staffing without regards to holidays. Therefore, CalPERS considers Holiday Pay as pensionable compensation.

Section 11.3(a) Holiday-in-Lieu and Regular Rate of Pay

Effective with the first full pay period in July 2022, the City will no longer consider holiday-in-lieu pay when calculating a SBFA member's regular rate of pay.

Section 11.4 Bereavement Leave

Bereavement Leave is generally granted so an employee does not have the shock of a death in the immediate family compounded by the loss of pay. All hours of Bereavement Leave will count as hours worked for the purposes of FLSA calculations.

Section 11.4.1 Immediate and Extended Family Definitions

Members of the immediate family are defined as an employee's spouse, registered domestic partner, children, father, mother, brothers, sisters, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, fiancés, and grandparents.

Members of the extended family are defined as an employee's aunts, uncles, and first cousins.

Section 11.4.2 Bereavement Policy

SBFA Members will be granted reasonable bereavement time off without the loss of pay, as follows:

When a death occurs in an employees' immediate family (as defined in Section 11.4.1), a shift employee will be allowed up to two (2) shifts with pay for the emergency. A day shift employee will be allowed up to five (5) workdays with pay for the emergency. The Fire Chief shall have discretion to grant or deny the written request of a shift employee for up to two (2) additional shifts of paid bereavement leave for the death of an immediate family member.

When a death occurs in an employee's extended family, (as defined in Section 11.4.1), day shift employees will be allowed four (4) days of paid bereavement leave and shift employees will be allowed two (2) shifts of paid bereavement leave.

Section 11.5 Witness Duty

Notwithstanding the Witness Duty Section of the City of Solana Beach Personnel Rules and Regulations Manual, if an employee is required by subpoena to appear in court on a matter arising out of the course and scope of their employment, at a time other than a regular work shift of the employee, the employee shall be entitled to one additional hour of compensation in lieu of travel time.

Section 11.6 Union Leave

During the month of January, employees may voluntarily donate up to four (4) hours of Vacation per calendar year to a Union Time Bank to be used by Employees to attend activities such as conferences, educational opportunities, and related union business as verified and authorized by the President of the

Association (or his/her designee) and approved by the City Manager (or his/her designee). Such time shall not be considered City work time, but rather, off-duty time engaged in voluntary union business activities. The use of such leave time shall be considered hours worked for the purposes of calculating overtime under the FLSA. The maximum amount of Union Leave hours permitted to count as time worked for the purposes of calculating overtime is limited to no more than eight (8) hours per employee per day.

Donated leave time shall be converted at the employee's current hourly rate. Unused hours placed in the bank will carry over to the next calendar year.

In the event there are insufficient hours in the bank to cover the employee's time attending union business activities, the employee is required to obtain advance approval from the Fire Chief and City Manager for paid or unpaid leave to cover any absence from work.

The Association indemnifies and holds the City of Solana Beach harmless from any claims of any kind arising from the use of these hours. An employee paid with these

hours is not considered working or performing duties within the scope of his/her position for the City of Solana Beach.

Section 11.7 Special Leaves of Absence Without Pay

An employee who has been employed by the CITY for at least 12 months and who has been employed for at least 1250 hours of service during the 12-month period immediately preceding the commencement of leave shall be entitled to a leave or leaves of absence, without pay, with right to return to the position, as specified by the Family Leave and Medical Act of 1993 (California Government Code 12945.2) and California Family Rights Act or other such provisions by Federal and State Statute.

SECTION 12 - LIFE INSURANCE

The CITY shall provide life insurance coverage through group policy acquired by the CITY for all CITY employees with basic coverage at an amount equal to the employee's annual base salary.

SECTION 13 - NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

Negotiations for a successor MOU shall begin by the submission by either party of a proposal or a written request to meet and confer not later than March 1, 2029.

If a proposal or request is submitted, meet and confer sessions shall begin by March 15, 2029, and shall continue until an agreement is reached or until an inability to reach agreement (impasse) is declared. The parties agree to use good faith efforts to conclude meet and confer sessions before June 30, 2029.

If neither party submits a proposal or request to meet and confer, the wages, hours and terms and conditions of employment of this MOU shall automatically continue in full force and effect for an additional one-year term. In the event of such automatic extension, the time for exchanging proposals and opening negotiations as set forth in this Article shall be adjusted accordingly. This process of automatic extensions in the event of a failure by either party to submit a proposal or written request to meet and confer may continue from year to year.

SECTION 14 - OVERTIME

Employees shall be entitled to overtime pay or compensatory time off in lieu of overtime pay as provided in Section 9.02 of the City's Personnel Rules and Regulations and as specified below, provided that, pursuant to Personnel Rule Section 1.06, the provisions of the MOU shall prevail over the Personnel Rules in the event of a conflict. Nothing in this MOU or the Personnel Rules and Regulations shall be construed as guaranteeing that overtime work will be available.

Definitions:

Work Period

The FLSA "Work Period" for members of the Solana Beach Firefighter's Association shall be defined as a 24-day work-period cycle coinciding with the 24-day Firefighter's Shift

Schedule. The parties understand that the City's adoption of the aforementioned 24-day, 182-hour work period pursuant to Section 7(k) of the Fair Labor Standards Act remains in full force and effect through the term of the MOU. However, overtime entitlements will be based on the criteria set forth in the next section entitled "Calculation of Overtime".

Calculation of Overtime

Overtime shall be calculated based on a 24-day, 182-hour work period and overtime shall be paid for all hours worked over 182 hours per work period. Employees shall receive payment for 112 hours worked at the employee's base rate of pay (as reflected in the City's salary schedule) every two weeks on the City's regularly scheduled payday. Employees shall be compensated for any overtime at the employee's base rate plus one-half times the employee's FLSA regular rate of pay. Any overtime shall be paid to employees in the employees' regular bi-weekly check following the prior 24-day work period. The starting and ending dates for each 24-day work-period and the corresponding pay dates for any overtime owed to employees is attached to this MOU as Appendix C.

Paid Leave Considered Time Worked

All paid leave hours will be considered hours worked (with the exception of worker's compensation and leave without pay).

Additionally, all FLSA mandated specialty pays will be annualized for purposes of calculating the FLSA regular rate of pay effective with the 24-day work cycle that began on July 9, 2018.

Mandated Work (Force Hire)

Mandated Work (Force Hire) time will be paid at the employee's base rate plus one half times the FLSA regular rate of pay and will count as time worked for the purposes of calculating overtime. Mandated Work can only be authorized by the Fire Chief or his/her designee and will be monitored by the City in the following six-month time periods starting from the execution of this MOU: July 2022 and January 2023. If, during any of the designated six-month increments, the amount of Mandated Work hours exceeds 5% of the total hours worked, the City reserves the right to reopen the MOU to discuss modifications to this specific provision of the MOU.

Modified Work Schedules

The 24-day work cycle does not apply to employees on a modified work schedule of 40 hours per workweek. During the time an employee is working a modified work schedule, they are not authorized to work overtime (over 40 hours in a work week) without the written permission of the Fire Chief. This applies only while the employee is on a modified work schedule. Once the employee returns to 24-day work-period cycle, the employee may continue to earn overtime based upon the 24-day, 182-hour work period

(as set forth above). The hours worked on the modified work schedule count as hours worked for the purposes of calculating overtime.

Fire Chief Authority and Emergency Provision

In the event of an emergency, the Fire Chief or his designee has the authority to waive any and all requirements for overtime compensation eligibility as specified within this Overtime section of the MOU, in order to require a sufficient amount of employee resources for purposes of staffing during an emergency. The Fire Chief, or his designee, has full authority to grant or deny all overtime and leave requests, in accordance with applicable Department of Labor rules and regulations.

SECTION 15 - PARAMEDIC INCENTIVE PAY and CONTINUING LICENSURE INCENTIVE (CLI) PAY

The City will provide Continuing Licensure Incentive (CLI) pay for SBFA members who maintain an active County Paramedic License as listed below. SBFA eligible members must provide the City (Human Resources Department) with evidence of their renewed license each year on the anniversary date of their employment with the City. SBFA eligible members, who provide the appropriate documentation, will receive CLI paid in equal installments each two-week pay period in conjunction with their Holiday-in-Lieu pay.

- Fire Engineer:
 - \$1,680 per year (\$140 per month) (effective July 1, 2026 to June 30, 2027)
 - \$2,004 per year (\$167 per month) (effective July 1, 2027 to June 30, 2029)
- Fire Captain:
 - \$1,680 per year (\$140 per month) (effective July 1, 2026 to June 30, 2027)
 - \$2,304 per year (\$192 per month) (effective July 1, 2027 to June 30, 2029)

Effective July 1, 2026, in recognition that an active County Paramedic License is a minimum qualification of employment, Firefighter/Paramedics will no longer receive Paramedic Incentive Pay and CLI.

SECTION 16 - PEACEFUL PERFORMANCE OF CITY SERVICES

No Strike. During the term of this MOU, and any authorized extensions, or subsequent negotiations, neither SBFA nor any represented employee, agents or representatives will instigate, promote, sponsor, engage in, or condone any strike (including any sympathy strike), slowdown, concerted stoppage of work, sick-out, or any other intentional disruption of the operations of the CITY, regardless of the reason for doing so. SBFA recognizes and agrees that the concerted activity described in this paragraph would have a significant adverse impact on the public health, safety, and welfare.

Penalty. Any employee engaging in the activity prohibited by "No Strike" under this Article, or who instigates or gives leadership to such activity, shall be subject to discipline, up to and including termination of employment.

No Lockout. During the term of this MOU, the CITY will not instigate a lockout over a dispute with employees so long as there is no breach as stated in this Article. The CITY recognizes and agrees that a lockout would have a significant adverse impact on the public health, safety and welfare.

Association Official Responsibility. Each employee or other person who holds the position of an officer of SBFA occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article; therefore, such employees or other persons agree to inform its members of their obligations under this Article, and to inform them of the penalty for failure to comply.

Enforcement. In the event the CITY is required to enforce the provisions of the Article "Peaceful Performance of City Services," by court action, or in the event that SBFA is required to enforce the provisions of said Article, by court action, a temporary restraining

order, preliminary injunction and permanent injunction may be issued.

SECTION 17 - PRIOR AGREEMENTS

The provisions of this MOU shall supersede and replace the provisions of the Memorandum of Understanding last executed between SBFA and the CITY. The benefits and other terms and conditions of employment provided pursuant to the City's Personnel Rules and Regulations shall continue to apply except to the extent modified by this MOU.

SECTION 18 - REOPENERS

During the six (6) months following the effective date of this Memorandum of Understanding ("Negotiations Period"), the parties agree to meet on a regular basis (monthly) to discuss, negotiate in good faith, and finalize the following outstanding items:

- Longevity Pay
- MERP Program Adjustments – Explore and ensure compliance with law and implementation steps: Transfer of ICMA RHSA funds into MERP, Vacation Bank Transfer, Health Insurance Opt-Out, Pre-Funded Retiree Health Benefit Structure, Percentage Based Model, Promote Out Resolution

As the timing to implement these reopeners is not completely within the City's discretion or control, the City will use its best efforts to reach an agreement and implement the reopeners within the Negotiations Period. Implementation of each of the MERP Program Adjustments is also contingent on the City's verification that the adjustments are allowable under the law.

SECTION 19 - RETIREE HEALTH BENEFITS

During the term of this MOU, the City agrees to remain in CalPERS in order to provide healthcare coverage to active employees and retiree healthcare benefits to retired employees. The City agrees to pay Retiree Health Benefits (RHB) as follows:

SBFA members currently employed who retire from the City at a future date, shall receive the following RHB in recognition of their vested rights and service to the City:

- A. **SBFA members hired prior to January 1, 2007**, shall receive a maximum of \$290.00 per month as a RHB for medical insurance premiums and other eligible health care expenses that will be paid to a Health Reimbursement Arrangement (HRA) account established for the retired employee. The HRA will be administered by a third-party administrator (TPA) and the retired employee will be responsible for any monthly account maintenance fee(s).

If the retired employee elects to enroll in the CalPERS Retiree Health Plan, the City will subtract the required minimum employer contribution amount as required under the Public Employees' Medical & Hospital Care Act (PEMHCA) from the retiree's RHB and pay that amount to CalPERS directly. Any remaining left-over RHB balance will be paid to the retiree as a reimbursement of the required premium for coverage under the CalPERS Retiree Health Plan. The reimbursement will be processed through the HRA.

If the retired employee does not elect to enroll in the CalPERS Retiree Health Plan, the contribution of the retiree's RHB amount will be made to the retiree's HRA account.

- B. **SBFA members with a date of hire on or after January 1, 2007**, who subsequently retire from the City AND enroll in the CalPERS Retiree Health Plan, will only receive the "minimum" retirement benefit contribution amount required under PEMHCA to offset their CalPERS Retiree Health Plan costs. This amount will be paid to CalPERS directly.

If the retired employee does not enroll in the CalPERS Retiree Health Plan, no Retiree Health Benefit payments will be made to the retiree by the City.

SECTION 20 – IAFF Medical Expense Reimbursement Plan (MERP)

This Section 20 incorporates the Side Letter of Agreement ("Side Letter") effective June 1, 2023 for Participation in California Firefighters Benefit Trust, which as of the date of this MOU is known as the IAFF Medical Expense Reimbursement Plan ("MERP"). The California Firefighters Benefit Trust Joiner Agreements for Associations, effective March 1, 2021, is attached to this MOU as Appendix D.

1. **ACKNOWLEDGEMENTS.** The City acknowledges that the SBFA has entered into an agreement with the MERP. As of the date of the Side Letter, no further City or employee contributions were made to MissionSquare (formerly ICMA-RC) Retiree Health Savings Account (RHSA).

SBFA further acknowledges that (i) the City is not a party to the MERP, (ii) the City is not subject to the terms of the MERP or any employee welfare benefit plan or other arrangement funded by the MERP, and has no responsibility or authority whatsoever for providing or overseeing any benefits offered under any such plan or arrangement, (iii) the preceding statements will continue to apply on and after the City's adoption of this Agreement, and (iv) the City's sole obligation under this Agreement is to make contributions to the MERP in accordance with the terms specified below.

2. **DEFINED CLASS OF EMPLOYEES.** The "Defined Class" means full-time employees of the City represented by the SBFA. Contributions to the MERP as set forth below will be made only for employees in the Defined Class.

3. **MONTHLY MERP CONTRIBUTION.** The City and the SBFA agree that, for every employee in the Defined Class, contributions to the MERP will be made for each calendar month during the term of the Agreement ("Monthly MERP Contribution") in amounts determined according to the employee's years of full-time City employment, rendered at any time, as a member of the Defined Class, as follows:

<u>Years of Completed City</u> <u>Full-Time Employment Contribution</u>	<u>Monthly MERP</u>
Up to five years	\$225
Five but less than ten years	\$250
Ten but less than fifteen years	\$275

Fifteen or more years

\$325

For each employee in the Defined Class, the Monthly MERP Contribution will be made as follows:

- a. **City MERP Contribution.** Each calendar month, the City shall make an employer contribution to the MERP ("City MERP Contribution") equal to the lesser of (i) 2% of the employee's base salary for the month, or (ii) the Monthly MERP Contribution applicable to the employee. The City MERP Contribution will be made without any corresponding deduction from the employee's pay. No employee will be permitted to opt-out of the City MERP Contribution or receive any part of the contribution in cash.
- b. **Employee MERP Contribution.** Each calendar month, the City shall, on a pre-tax basis, deduct from the employee's pay for contribution to the MERP an amount equal to (i) the applicable Monthly MERP Contribution, minus (ii) the City MERP Contribution for the month ("Employee MERP Contribution"). If the amount determined in the preceding sentence is zero, no deduction for the month will be made. Deductions will be made pro-rata from the employee's City paychecks during the relevant month. No employee will be permitted to opt-out of the Employee MERP Contribution or receive any part of the contribution in cash.

If an employee's City employment terminates before the last day of a month or if the Agreement is effective only for a partial month, the employee's Monthly MERP Contribution for that month will be pro-rated accordingly.

4. REMITTANCE OF CONTRIBUTIONS TO MERP. The City shall remit MERP contributions directly to the MERP for the duration of the MOU. Contributions to the MERP shall be remitted per pay period, in one aggregate [ACH transfer or wire] directly to the custodian of the MERP within 30 days after the last day of the relevant pay period. The City hereby acknowledges receipt of guidelines established by the MERP Office for reporting and depositing the required contributions to the MERP set forth herein, and agrees to follow those guidelines.

5. REPORTING TO MERP OFFICE. The City shall electronically submit to the MERP Office a report per pay period of contributing employees for each contribution sent to the MERP, in the format requested by the MERP, and received by the MERP Office within five (5) days of receipt of the contribution funds.

The City shall also provide an initial report of information for all contributing employees, as reasonably requested by the MERP; and shall send updates to this information to the MERP Office whenever the City has notice of changes to the information.

6. SUPPLEMENTAL EMPLOYEE MERP CONTRIBUTIONS. The City and the SBFA agree that the SBFA has the right, subject to approval of its members according to the Association's internal rules to, during the course of this Agreement, prospectively require that every employee in the Defined Class make additional mandatory contributions to the MERP ("Supplemental Employee MERP Contributions"), subject to the following conditions:

- Supplemental Employee MERP Contributions will be in addition to (and not in lieu of) any Employee MERP Contributions required of the employee under Section 3 of this MOU Section 20.
- The Supplemental Employee MERP Contributions must be expressed as a uniform

flat dollar amount.

- Any Supplemental Employee MERP Contributions required of an employee will not affect the Monthly MERP Contribution, City MERP Contribution, or Employee MERP Contribution amounts applicable to the employee under Section 3 of this MOU Section 20.
- Subject to the preceding provisions of Section 6 of this MOU Section 20, the provisions in this Agreement applicable to Employee MERP Contributions will apply to Supplemental Employee MERP Contributions, including but not limited to the provisions regarding the tax treatment, time, and manner of the contributions
- SBFA must provide the City with at least 30 days' advance written notice of any Supplemental Employee MERP Contributions; in its sole discretion, the City may agree to a shorter notice period.

SECTION 21 - RETIREMENT SYSTEM CONTRIBUTIONS

Retirement benefits are subject to the Public Employees' Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

A. Employees hired prior to January 1, 2011:

The CITY will continue to provide a three percent at 50 (3%@50) retirement benefit from the California Public Employee Retirement System (CalPERS), with the use of the employee's single highest year salary, for SBFA employees hired on or before December 31, 2010. The employee will pay the entire employee share (9%) of the cost for this benefit.

1. Cost Sharing of Employer Contribution:

- i. Effective the first full pay period in July 2017, and as soon as the City's contract with CalPERS can be amended, employees will contribute 3% towards the employer's share in addition to the employee paying the entire employee share of 9%, for a total of 12%.

B. For classic employees (as defined by CalPERS) hired on or after January 1, 2011:

Classic employees (as defined by CalPERS) hired on or after January 1, 2011, will be eligible for a two percent at 50 (2% @50) retirement benefit in the California Public Employees Retirement System (CalPERS), with the use of the average of the employee's highest-three-year-salary. These employees will pay the entire employee share (9%) of the cost for this benefit.

1. Cost Sharing of Employer Contribution:

- i. Effective the first full pay period in July 2017, and as soon as the City's contract with CalPERS can be amended, employees will contribute 3% towards the employer's share of the retirement contribution in addition to the employee paying the entire employee share, for a total of 12%.

C. Employees hired on or after January 1, 2013, and defined by CalPERS as new members:

Employees hired on or after January 1, 2013, considered new members (as defined by CalPERS) will receive the 2.7% at 57 retirement formula, with the use of the average of the employee's highest-three-year-salary. Employees shall pay 50% of the normal cost contribution.

SECTION 22 - SALARY ADJUSTMENT

The parties jointly agree that the following salary increases shall be applicable for the term of this MOU for the SBFA classifications as specified on the salary schedules in Appendix B:

- **Year One (FY 2026/2027): effective July 1, 2026**
 - 9.5% salary increase for Firefighters and Captains
 - 8% salary increase for Engineers
- **Year Two (FY 2027/2028):**
 - 4.5% salary increase for all SBFA positions, effective July 1, 2027
- **Year Three (FY 2028/2029):**
 - 4% salary increase for all SBFA positions, effective July 1, 2028

Pay increases in salary resulting from employee-employer negotiations will be effective on July 1st of each contract year during the term of this MOU, as indicated above.

Pay increases in salary resulting from merit increases will become effective on the employee's anniversary date, as approved by the City Manager and in accordance with the City of Solana Beach Personnel Rules and Regulations.

The proposed salary schedule implementing this Article is attached as Appendix B to this MOU.

SECTION 23 - SAVINGS CLAUSE

If any provisions of this MOU should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

In the event of invalidation of any of the provisions of this MOU, the SBFA and CITY agree to meet and confer within thirty days of notice by either to the other for the purpose of renegotiating said provision.

SECTION 24 - SEVERABILITY

It is understood and agreed that this MOU is subject to applicable law. In the event any part or provision of this MOU is in conflict or inconsistent with such law, or is otherwise held to be invalid or unenforceable by a court of competent jurisdiction, such part or provision shall be deemed severable and the remainder of this MOU shall not be affected.

SECTION 25 - TEMPORARY ASSIGNMENT

Whenever a temporary vacancy occurs in a higher classification and the Fire Chief determines that the vacant position should be temporarily filled by a current employee, the Fire Chief may assign a qualified, lower-classified employee to temporarily fill the position. Whenever practical, the Fire Chief shall assign employees who have demonstrated ability to perform the duties of the position to which the assignment is made.

Less than 6-hour assignment: It is understood and agreed that temporary assignments for less than 6 hours may be made as part of the normal operation of the department and therefore, no extra compensation shall be paid for temporary assignments of less than 6 hours.

Assignment of 6 hours or more: If an employee is temporarily assigned to a position with a higher pay classification for 6 hours or more, the employee shall be paid at the lowest pay step of the higher classification, but not less than 5%, which shall constitute "Acting Pay."

The CITY shall continue the current practice of filling vacancies on a rank for rank basis. If a long-term temporary position becomes available, the City Manager or Fire Chief at his or her discretion may choose a qualified person from the current active list to fill that position during the time of the vacancy.

If an employee on a current promotional list is temporarily assigned to a higher classification and subsequently promoted while serving in that temporary assignment, the time worked in the temporary assignment shall be counted towards the probationary time of the employee's new position.

SECTION 26 - PLACEMENT AND HIRE OF NEW AND TEMPORARY SOLANA BEACH EMPLOYEES

If a temporary vacancy occurs due to a specific incident (*), the Fire Chief has the discretion to use a temporary Firefighter to fill the vacant position.

The temporary and/or full-time firefighter/paramedic will take part in a new hire orientation program prior to being placed on shift. The content and the duration of the new hire orientation training shall be a minimum of three weeks (56 hours per week) and shall cover OSHA mandated training on injury and accident prevention, Infection Control, Harassment policies, and mandatory Personal Protective Equipment ensemble and SCBA fit testing. Additional training topics may be added and topics deleted as deemed necessary. Any additional orientation training time will be at the recommendation of the Fire Chief and approval of the City Manager on a case-by-case basis.

An example of the basic outline of the orientation to fulfill the adopted philosophy and to cover additional non-mandated information would include new employee operational readiness, such as employee benefits and basic procedural operations, prior to placement on shift as a firefighter/paramedic.

The order, content, and schedule of the training may be modified as deemed necessary by

the Fire Chief in order to meet training objectives.

Following the new orientation program, if the temporary employee is deemed qualified to perform the duties of the position, the Public Safety Director/Fire Chief has the discretion to extend the use of the temporary employee as appropriate and necessary to provide emergency services. If at any time the temporary employee is deemed unqualified and the temporary appointment terminated, the new vacancy created by the termination will be deemed a new incident for purposes of providing in-house shift availability.

Definitions:

Incident: An incident is defined as a vacancy resulting in the absence of an employee. If the incident is due to a personal or family injury or illness, once the employee is returned to full duty or returns to work for 45 days, the specific incident is considered closed. Any new absences for the same employee would be considered a new incident and follow the use of Temporary "Part-time" Employees as defined in Personnel Rules and Regulations Section 2.50.

Qualified Employee: A qualified employee must meet the minimum qualifications as specified in the appropriate Classification Specification.

SECTION 27 - TERM

The term of this MOU shall commence on July 1, 2026, subject to formal approval by the City Council, and shall expire at 12:00 a.m. (midnight), on June 30, 2029.

SECTION 28 - TOBACCO USE

Use of tobacco or tobacco products by any employee of the Fire Department whether on or off duty is prohibited.

SECTION 29 - TUITION REIMBURSEMENT

Each full-time permanent SBFA member who has completed the probationary period shall be eligible for tuition reimbursement up to \$2,000 per fiscal year in tuition reimbursement for college level courses or additional training, or when such courses or training are required to obtain or maintain a job-related certificate, or any other course previously approved by the department head. All classes would require prior approval from the Fire Chief and as authorized by the City Manager for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual course with a grade of "C" or better or successful completion of courses that do not assign grades. Proof of satisfactory course completion and payment must be provided.

SECTION 30 – PROMOTIONAL MINIMUM EDUCATIONAL ELIGIBILITY REQUIREMENTS

SBFA recognizes and agrees that a bachelor's degree will be the minimum educational eligibility requirement for any Battalion Chief exam offered or administered.

SECTION 31 – EDUCATIONAL INCENTIVE PAY

The City will provide Educational Incentive Pay (EIP) to all SBFA members who currently possesses or during the term of this MOU acquire an Associate's (AA/AS) degree or a Bachelor's (BA/BS) degree from an accredited college or university. SBFA eligible members must provide the City (Human Resources Department) with evidence of their AA/AS or BA/BS degree in order to qualify for this pay. EIP shall begin at the beginning of a pay period following when such evidence is received by the Human Resources Department and shall not be retroactive. SBFA eligible members, who provide the appropriate documentation, will receive EIP in equal installments each two-week pay period in conjunction with their Holiday-in-Lieu pay.

- Associate's degree:
 - \$1,344 per year (\$112 per month) (effective July 1, 2026 to June 30, 2027)
 - \$1,644 per year (\$137 per month) (effective July 1, 2027 to June 30, 2029)
- Bachelor's degree:
 - \$2,520 per year (\$210 per month) (effective July 1, 2026 to June 30, 2027)
 - \$3,288 per year (\$274 per month) (effective July 1, 2027 to June 30, 2029)

EIP is not cumulative and the maximum EIP a SBFA member may receive during the first year of the MOU is \$2,520 per fiscal year (\$210 per month) (effective July 1, 2026 to June 30, 2027). The maximum EIP a SBFA member may receive during the second and third years of the MOU is \$3,288 per fiscal year (\$274 per month) (effective July 1, 2027 to June 30, 2029).

SECTION 32 – UNIFORM ALLOWANCE

The City shall provide uniforms for employees to wear on the job. For classic CalPERS members as defined by the Public Employees' Pension Reform Act (PEPRA) and only as required by CalPERS, the City will report to CalPERS the monetary value for providing required uniforms. The City will report the uniform cost at the end of the fiscal year. The uniform purchase and maintenance amount reported to CalPERS will be derived from the City's total annual cost for providing the employee's uniforms, not to exceed one thousand dollars (\$1,000) per fiscal year, per employee.

SECTION 33 – FIRE RECRUIT PROBATION

All Fire Recruits who attend the local accredited fire academy will have a probationary period of fifteen (15) months measure from the first day the employee begins the fire academy. Nothing herein prohibits the City from extending an employee's probation pursuant to Personnel Rules and Regulations Section 6.03.

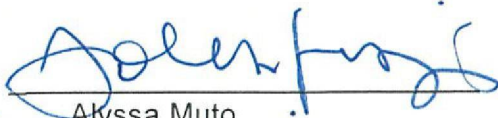
SECTION 34 – SHIFT CAPTAIN

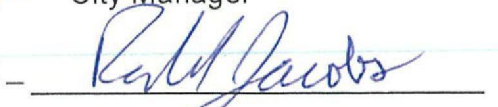
The City will remove the Shift Captain position from the City's list of employees and has removed this title from the salary schedule in lieu of an increased FY 2027 salary increase for Captain positions.

APPENDIX A

SBFA represents that this Memorandum of Understanding has been duly ratified by its membership. Following approval of this Memorandum of Understanding by the City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution, or other appropriate lawful action.

CITY:

By: 
 for Alyssa Muto
 City Manager

By: 
 Rachel Jacobs
 Finance Director

Date: 7/29/2026

SBFA:

By: 
 C. Schmit

By: 
 Carson Hogan

Date: 07/23/2026

APPROVED AS TO LEGAL FORM:

By: 
 JOHANNA N. CANLAS
 CITY ATTORNEY

Date: 7/29/26

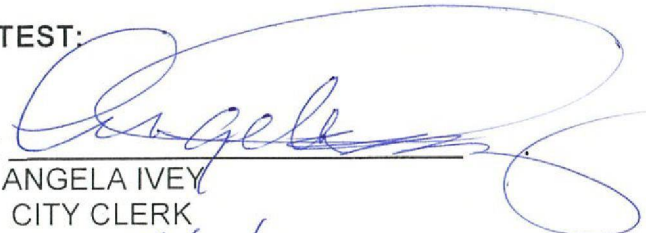
CITY COUNCIL:

By: 
 Lesa Heebner (Aug 3, 2026 13:50:56 PDT)

LESA HEEBNER
 MAYOR

Date: 03/08/2026

ATTEST:

By: 
 ANGELA IVEY
 CITY CLERK

Date: 8/11/2026

EXHIBIT B

SBFA SALARY SCHEDULES
SALARY SCHEDULE 5
JULY 1, 2026

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
5091 Firefighter / Paramedic					
Base Rate	\$33.58	\$35.26	\$37.02	\$38.88	\$40.82
OT Premium	\$16.79	\$17.63	\$18.51	\$19.44	\$20.41
Bi-weekly Base ⁽¹⁾	\$3,761	\$3,949	\$4,146	\$4,355	\$4,572
Monthly Base ⁽¹⁾	\$8,149	\$8,556	\$8,984	\$9,435	\$9,906
Annual Base ⁽¹⁾	\$97,785.00	\$102,677.16	\$107,802.24	\$113,218.56	\$118,867.80
Estimated Annual FLSA OT ⁽²⁾	\$2,619	\$2,750	\$2,888	\$3,033	\$3,184
Estimated Annual Total ⁽²⁾	\$100,404.24	\$105,427.44	\$110,689.80	\$116,251.20	\$122,051.76
5100 Fire Engineer					
Base Rate	\$35.85	\$37.65	\$39.51	\$41.49	\$43.59
OT Premium	\$17.93	\$18.83	\$19.76	\$20.75	\$21.80
Bi-weekly Base ⁽¹⁾	\$4,015	\$4,217	\$4,425	\$4,647	\$4,882
Monthly Base ⁽¹⁾	\$8,700	\$9,136	\$9,588	\$10,068	\$10,578
Annual Base ⁽¹⁾	\$104,395.20	\$109,636.80	\$115,053.12	\$120,818.88	\$126,934.08
Estimated Annual FLSA OT ⁽²⁾	\$2,796	\$2,937	\$3,082	\$3,236	\$3,400
Estimated Annual Total ⁽²⁾	\$107,191.50	\$112,573.50	\$118,134.90	\$124,055.10	\$130,334.10
5099 Fire Captain					
Base Rate	\$40.14	\$42.15	\$44.26	\$46.48	\$48.80
OT Premium	\$20.07	\$21.08	\$22.13	\$23.24	\$24.40
Bi-weekly Base ⁽¹⁾	\$4,496	\$4,721	\$4,957	\$5,206	\$5,466
Monthly Base ⁽¹⁾	\$9,741	\$10,228	\$10,740	\$11,279	\$11,842
Annual Base ⁽¹⁾	\$116,887.68	\$122,740.80	\$128,885.16	\$135,349.80	\$142,105.56
Estimated Annual FLSA OT ⁽²⁾	\$3,131	\$3,288	\$3,452	\$3,625	\$3,806
Estimated Annual Total ⁽²⁾	\$120,018.60	\$126,028.50	\$132,337.44	\$138,975.24	\$145,911.96

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

SBFA SALARY SCHEDULES
SALARY SCHEDULE 5
JULY 1, 2027

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<u>5091 Firefighter / Paramedic</u>					
Base Rate	\$35.09	\$36.85	\$38.69	\$40.63	\$42.66
OT Premium	\$17.55	\$18.43	\$19.35	\$20.32	\$21.33
Bi-weekly Base ⁽¹⁾	\$3,930	\$4,127	\$4,333	\$4,551	\$4,778
Monthly Base ⁽¹⁾	\$8,515	\$8,942	\$9,389	\$9,860	\$10,352
Annual Base ⁽¹⁾	\$102,182.04	\$107,307.24	\$112,665.24	\$118,314.60	\$124,225.92
Estimated Annual FLSA OT ⁽²⁾	\$2,737	\$2,874	\$3,018	\$3,169	\$3,327
Estimated Annual Total ⁽²⁾	\$104,919.06	\$110,181.54	\$115,683.06	\$121,483.74	\$127,553.40
<u>5100 Fire Engineer</u>					
Base Rate	\$37.46	\$39.34	\$41.29	\$43.36	\$45.55
OT Premium	\$18.73	\$19.67	\$20.65	\$21.68	\$22.78
Bi-weekly Base ⁽¹⁾	\$4,196	\$4,406	\$4,624	\$4,856	\$5,102
Monthly Base ⁽¹⁾	\$9,090	\$9,547	\$10,020	\$10,522	\$11,053
Annual Base ⁽¹⁾	\$109,083.48	\$114,558.12	\$120,236.52	\$126,264.36	\$132,641.64
Estimated Annual FLSA OT ⁽²⁾	\$2,922	\$3,069	\$3,221	\$3,382	\$3,553
Estimated Annual Total ⁽²⁾	\$112,005.36	\$117,626.64	\$123,457.14	\$129,646.44	\$136,194.54
<u>5099 Fire Captain</u>					
Base Rate	\$41.95	\$44.05	\$46.25	\$48.57	\$51.00
OT Premium	\$20.98	\$22.03	\$23.13	\$24.29	\$25.50
Bi-weekly Base ⁽¹⁾	\$4,698	\$4,934	\$5,180	\$5,440	\$5,712
Monthly Base ⁽¹⁾	\$10,180	\$10,689	\$11,223	\$11,786	\$12,376
Annual Base ⁽¹⁾	\$122,158.44	\$128,273.64	\$134,679.96	\$141,435.84	\$148,512.00
Estimated Annual FLSA OT ⁽²⁾	\$3,272	\$3,436	\$3,608	\$3,788	\$3,978
Estimated Annual Total ⁽²⁾	\$125,430.54	\$131,709.54	\$138,287.46	\$145,224.30	\$152,490.00

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

SBFA SALARY SCHEDULES
SALARY SCHEDULE 5
JULY 1, 2028

<u>Classification</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
<u>5091</u> <u>Firefighter / Paramedic</u>					
Base Rate	\$36.49	\$38.32	\$40.24	\$42.26	\$44.37
OT Premium	\$18.25	\$19.16	\$20.12	\$21.13	\$22.19
Bi-weekly Base ⁽¹⁾	\$4,087	\$4,292	\$4,507	\$4,733	\$4,969
Monthly Base ⁽¹⁾	\$8,855	\$9,299	\$9,765	\$10,255	\$10,767
Annual Base ⁽¹⁾	\$106,258.92	\$111,587.88	\$117,178.92	\$123,061.08	\$129,205.44
Estimated Annual FLSA OT ⁽²⁾	\$2,846	\$2,989	\$3,139	\$3,296	\$3,461
Estimated Annual Total ⁽²⁾	\$109,105.14	\$114,576.84	\$120,317.64	\$126,357.36	\$132,666.30
<u>5100</u> <u>Fire Engineer</u>					
Base Rate	\$38.96	\$40.91	\$42.94	\$45.09	\$47.37
OT Premium	\$19.48	\$20.46	\$21.47	\$22.55	\$23.69
Bi-weekly Base ⁽¹⁾	\$4,364	\$4,582	\$4,809	\$5,050	\$5,305
Monthly Base ⁽¹⁾	\$9,454	\$9,927	\$10,420	\$10,942	\$11,495
Annual Base ⁽¹⁾	\$113,451.48	\$119,129.88	\$125,041.32	\$131,302.08	\$137,941.44
Estimated Annual FLSA OT ⁽²⁾	\$3,039	\$3,191	\$3,349	\$3,517	\$3,695
Estimated Annual Total ⁽²⁾	\$116,490.36	\$122,320.86	\$128,390.64	\$134,819.10	\$141,636.30
<u>5099</u> <u>Fire Captain</u>					
Base Rate	\$43.63	\$45.81	\$48.10	\$50.51	\$53.04
OT Premium	\$21.82	\$22.91	\$24.05	\$25.26	\$26.52
Bi-weekly Base ⁽¹⁾	\$4,887	\$5,131	\$5,387	\$5,657	\$5,940
Monthly Base ⁽¹⁾	\$10,588	\$11,117	\$11,672	\$12,257	\$12,871
Annual Base ⁽¹⁾	\$127,050.60	\$133,398.72	\$140,067.24	\$147,085.08	\$154,452.48
Estimated Annual FLSA OT ⁽²⁾	\$3,403	\$3,573	\$3,752	\$3,940	\$4,137
Estimated Annual Total ⁽²⁾	\$130,453.74	\$136,971.90	\$143,819.04	\$151,024.86	\$158,589.60

(1) Weekly, Bi-weekly, and Annual "base rates" are determined by calculating 112 hours of straight time paid in 26 pay periods. These rates do not include FLSA Overtime.

(2) Estimated Annual FLSA OT Premium is compensation required under Department of Labor Fair Labor Standards Act (FLSA) Section 29 CFR 553.230 (Section 7(k)) and is compensated based on Fire Department 24-day Work Period resulting in approx. 10 hours of OT Premium pay per 24-day Work Period.

APPENDIX C
2026-2029
24-DAY WORK PERIODS

24 Day Work Period		Payable On
Start	End	Check Date
6/21/2026	7/14/2026	7/31/2026
7/15/2026	8/7/2026	8/14/2026
8/8/2026	8/31/2026	9/11/2026
9/1/2026	9/24/2026	10/9/2026
9/25/2026	10/18/2026	11/6/2026
10/19/2026	11/11/2026	11/20/2026
11/12/2026	12/5/2026	12/18/2026
12/6/2026	12/29/2026	1/15/2027
12/30/2026	1/22/2027	1/29/2027
1/23/2027	2/15/2027	2/26/2027
2/16/2027	3/11/2027	3/26/2027
3/12/2027	4/4/2027	4/23/2027
4/5/2027	4/28/2027	5/7/2027
4/29/2027	5/22/2027	6/4/2027
5/23/2027	6/15/2027	7/2/2027
6/16/2027	7/9/2027	7/16/2027
7/10/2027	8/2/2027	8/13/2027
8/3/2027	8/26/2027	9/10/2027
8/27/2027	9/19/2027	10/8/2027
9/20/2027	10/13/2027	10/22/2027
10/14/2027	11/6/2027	11/19/2027
11/7/2027	11/30/2027	12/17/2027
12/1/2027	12/24/2027	12/31/2027
12/25/2027	1/17/2028	1/28/2028
1/18/2028	2/10/2028	2/25/2028
2/11/2028	3/5/2028	3/24/2028
3/6/2028	3/29/2028	4/7/2028
3/30/2028	4/22/2028	5/5/2028
4/23/2028	5/16/2028	6/2/2028
5/17/2028	6/9/2028	6/16/2028
6/10/2028	7/3/2028	7/14/2028
7/4/2028	7/27/2028	8/11/2028
7/28/2028	8/20/2028	9/8/2028
8/21/2028	9/13/2028	9/22/2028
9/14/2028	10/7/2028	10/20/2028
10/8/2028	10/31/2028	11/17/2028
11/1/2028	11/24/2028	12/1/2028

11/25/2028	12/18/2028	12/29/2028
12/19/2028	1/11/2029	1/26/2029
1/12/2029	2/4/2029	2/23/2029
2/5/2029	2/28/2029	3/9/2029
3/1/2029	3/24/2029	4/6/2029
3/25/2029	4/17/2029	5/4/2029
4/18/2029	5/11/2029	5/18/2029
5/12/2029	6/4/2029	6/15/2029
6/5/2029	6/28/2029	7/13/2029
6/29/2029	7/22/2029	8/10/2029

CALIFORNIA FIREFIGHTERS BENEFIT TRUST

JOINDER AGREEMENT FOR ASSOCIATIONS

1) **Receipt of Trust Documents.** We, the undersigned, have received a copy of the Trust Agreement governing the CALIFORNIA FIREFIGHTERS BENEFIT TRUST, effective November 1, 2008, and all amendments thereafter (the "Trust Agreement"), and the Medical Expense Reimbursement Plan, restated effective March 1, 2021, and as amended thereafter (the "Plan"). The Plan provides retiree medical expense reimbursement benefits.

2) **Request to Participate and Parties.** Request is hereby made that employees of the City of Solana Beach ("Employer") who are represented by the Solana Beach Fire Association (the "Association") be participating employees in the Plan. In consideration of the granting of this request, the Association hereby agrees to be bound by the terms, conditions, and provisions of said Trust Agreement and Plan. The sole parties to this Agreement are the Association and the Trust. Although the Employer acknowledges the terms of this Agreement as a signatory, the Employer is not a party to, nor is the Employer subject to or bound by, the terms, conditions, or provisions of this Agreement, the Trust Agreement, or the Plan.

3) **Contribution Rate.**

a. **Mandatory Contribution Commitment.** The obligation to contribute to the California Firefighters Benefit Trust (the "Trust") for each employee represented by the Association is set forth in Section 19 of the *Memorandum of Understanding City of Solana Beach and Solana Beach Fire Association*, hereafter called the "MOU." Attached is a true and complete copy of that document, effective July 1, 2022, through June 30, 2026.

b. **Salary Contributions.** The MOU authorizes contributions to the Trust beginning with the pay period ending on June 2, 2023, and following the execution of this agreement. The current monthly contribution totals \$225 - \$325 per employee **per month**, funded by 2% of base monthly salary of employer contribution (up to the Monthly Contribution Amount as defined by the MOU) and, as needed, an employee contribution amount necessary to reach the Monthly Contribution Amount. If these amounts are changed, the Association will notify the Trust. The current monthly contribution totals \$225 - \$325 per employee **per month** and consists of 2% of base monthly salary of employer contribution and a requisite employee contribution amount necessary to reach the Monthly Contribution Amount as defined by the MOU.

c. **Sick Leave.** There is **not** a provision in the MOU regarding a mandatory transfer of accumulated sick leave to the Trust.

- d. Vacation Leave. There is not a provision in the MOU regarding a mandatory transfer of accumulated vacation leave to the Trust.
- 4) Contribution Transfer to Trust. Under the terms of the MOU, the Employer is to remit the above contributions directly to the Trust for the MOU's duration; and the contributions will be remitted in one aggregate payment directly from the Employer to the custodian of the California Firefighters Benefit Trust within 30 days after the last day of the payroll period to which the contributions relate.
- 5) No individual elections. The Association certifies that, under the terms of the MOU, that contributions will be made on all full-time employees in the bargaining unit, and employees may not individually elect against participation in the Plan, nor may an employee individually elect the level of his or her contributions.
- 6) Delinquencies. The Association acknowledges that the Trust Agreement contains provisions regarding pursuit of delinquent contributions, and the Association will cooperate with the Trustees in said proceedings.
- 7) Employer Monthly Reporting to Trust. The MOU provides that the Employer will remit contributions to the Trust in accordance with guidelines established by the Trust Office. Those guidelines are as follows: In conjunction with contribution transfers, the Employer will send a report (in a format approved by the Trust) of employees on whose behalf the contributions are made to the Trust. The initial contribution report shall include the following data on all participating employees: employee name; social security number (or employee number if SSN not available); date of birth; date of hire; home address; and phone. In addition, the Employer or Association will report to the Trust on new hires (along with the above-listed data on each new hire), employee terminations, and changes in employee contact information, as these events occur.
- 8) Joinder Fee. The Association acknowledges there is a joinder fee of \$50 per Participant to the Trust for processing the joinder. Select one of the following: ☒ a check in that amount (\$900) is attached or ☐ Trust is authorized to deduct the joinder fee from the first contribution transfer. "Participant" is defined, for purposes of this Joinder Agreement, as an employee upon whom the Section 3(a) contributions, described above, will be made. The Association understands that this amount does not count toward Active Service in the Plan, but is to cover the various costs of joining the Trust. In the event that this Agreement is terminated, and the Association does not join the Trust, this payment is nonrefundable to the extent the Trust has incurred expenses in preparation for the joinder or in aiding the Association in negotiations. The Association is fully responsible for all fees owed under this paragraph, and the Employer bears no liability whatsoever for any part of those fees.

9) **Limitation of Liability.** Article XI, Sections 1 and 2, of the Trust Agreement contain the following provisions concerning liabilities associated with the Trust and Plan:

"1. Liabilities and Debts of Trust Fund

No signatory party or Trustee, and no participating employer, employer association, labor organization, employee, or beneficiary shall be responsible for the liabilities or debts of the Trust Fund."

"2. Liabilities and Debts of Participating Parties

No participating employer, employer association, or labor organization shall become responsible by reason of their participation in the Trust Fund for the liabilities or debts of any other participating employer, employer association, or labor organization.

Except for any obligation to make contributions to the Trust pursuant to a Special Agreement or Subscription Agreement, a Participating Employer shall have no obligation to provide benefits to which its employees may be entitled under a Memorandum of Understanding to the extent that those benefits are provided under a plan funded through the Trust. A Participating Employer shall not be a fiduciary of the Trust, any employee benefit plan funded through the Trust, and shall have no responsibility or liability for Trust investments or the income tax treatment of Trust earnings or benefits provided under such plan."

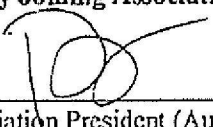
10) **Effective Date.** This Agreement shall become effective when signed below by both parties and when acknowledged by the Employer by its signature, provided however that contributions will be accepted as provided in the MOU, but provided further, that retroactive contributions may be subject to terms and conditions imposed by the Trustees, including, for example, lost interest or administrative fees.

11) **Pooled Sharing of Risks and Costs.** The Association acknowledges that: a) the Trustees pool all contributions (provided however that the Trust will maintain a separate record per employee of the transfer of sick leave and vacation leave); b) that the Trust and Plan operate based on a multiple-employer basis, sharing of costs and risk between all participants, and not based only on the employees in the undersigned Association; and c) that the monthly benefit levels will be set based on actuarial projections for the entire Trust population, and not based only on the employees in this Association.

12) Legal Compliance of MOU Language. If at any time during the Association's participation in the Trust, the Association's MOU language and/or procedures are not compliant with current statutes, regulations, or agency guidance applicable to the Trust, the Trust can request revision of such MOU language or procedures to attain compliance. This noncompliant MOU language may occur through changes to the applicable law or through revisions associated with bargaining occurring after this Agreement is adopted. The Association must obtain prior approval from the Trust for any future revisions to MOU language or procedures related to Trust participation (i.e., not included in the attached MOU). In the event that MOU language or procedures are not compliant with applicable law and are not revised as requested by the Trust, the Trust may terminate this Agreement, pursuant to Section 13 below.

13) Termination. This Agreement shall remain in effect unless terminated by written notice to the other party of this Agreement. Written notice of termination must be received by either party prior to the first day of the month in which participation is to be terminated. The Association acknowledges Article XI Section 6 of the Trust Agreement and acknowledges that upon termination of this Agreement federal law restricts the Trust from refunding any contributions to the employees, the Employer, or the Association, except as benefits paid according to the Plan.

Agreed by Joining Association:


By Association President (Authorized Signature)

Ryan Pester
Print Name

6/2/23
Date



Phone

Acknowledged by Employer:

For Employer

(Employer Contact Name and Title)

Date

Phone

Approved and Accepted by:
California Firefighter Benefit Trust

Administrative Agent

(Print name and title)

Date

Please send this Agreement to:
California Firefighters Benefit Trust Office
c/o Benefit Programs Administration
1200 Wilshire Blvd., 5th Floor
Los Angeles, CA 90017

Phone number: (213) 406-2370
Email: CFBT@bpabenefits.com

MOU_SBFA_FY 2026-2029

Final Audit Report

2026-08-03

Created:	2026-07-30
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