

MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF IMPERIAL BEACH
825 Imperial Beach Boulevard
Imperial Beach, CA. 91932

And

IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) Local 4692
845 Imperial Beach Boulevard
Imperial Beach, CA. 91932

TERM:

July 1, 2019 – June 30, 2021

AMENDED

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	4
Article 1.0	Management Rights	4
Article 2.0	Employee Rights.	4
Article 3.0	Responsibilities of the IBFA.	5
Article 4.0	Unfair Employee Relations Practices	5
Article 5.0	Grievance Procedure.	6
Article 6.0	Discharge of Other Disciplinary Action.	6
Article 7.0	General Provisions	7
Article 8.0	Out of Classification Pay.	8
Article 9.0	Hours of Work	8
Article 10.0	Sick Leave	10
Article 11.0	Holiday and Vacation Benefits.	14
Article 12.0	Educational Benefits.	15
Article 13.0	Employee Benefits	16
Article 14.0	Uniform Replacement Allowance.	19
Article 15.0	Physical Examination	20
Article 16.0	Prevailing Benefits	20
Article 17.0	Service to the Public	21
Article 18.0	Term	21

Preamble

Representatives of the City of Imperial Beach and the Imperial Beach Firefighters' Association Local 4692 have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding hereinafter referred to as "M.O.U" is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties. This M.O.U shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the Imperial Beach Firefighters' Association Local 4692 hereinafter referred to as "ASSOCIATION", and it supersedes all prior agreements, commitments, and practices. This M.O.U. shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a four-year (4) period commencing July 1, 2019 through June 30, 2022.

Article 1.0 Management Rights

It is agreed that the City of Imperial Beach, hereafter to be referred to as the "CITY" has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the ASSOCIATION from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

Article 2.0 Employee Rights

It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.

- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized ASSOCIATION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

Article 3.0 Responsibilities of the Imperial Beach Firefighters' Association

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the ASSOCIATION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The ASSOCIATION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represent; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

The ASSOCIATION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all CITY services during the term of this agreement.

A reasonable amount of space shall be provided to the ASSOCIATION on CITY bulletin boards at the Fire Department for legitimate ASSOCIATION communications with members including posting announcements, news items, meeting notices, agendas, training notices, and social activities. The ASSOCIATION shall be responsible to maintain space provided in an orderly condition and shall promptly remove outdated materials.

Article 4.0 Unfair Employee Relations Practices

1. It is agreed that it shall be unfair employee relations practice for the CITY and its management representatives:

- a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to employee organizations in this M.O.U. shall not be construed as financial support.
 - c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
2. It is agreed that it shall be an unfair employee relations practice for the ASSOCIATION, its representatives, or members:
- a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the M.O.U.
 - b. To refuse to meet and confer in good faith CITY officials on matters within the scope of representation.
 - c. To refuse to furnish the CITY in writing the names of its representatives, shop stewards and/or their alternates.

Article 5.0 Grievance Procedure

It is agreed that the ASSOCIATION shall have the right to assist any employee covered by this M.O.U. who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The CITY shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

The Grievance Procedure is in the City of Imperial Beach Personnel Rules Article X- Grievance Procedure, and incorporated herein.

Article 6.0 Discharge or Other Disciplinary Action

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Discipline Procedure of the City of Imperial Beach Personnel Rules, incorporated herein.

Article 7.0 General Provisions

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the twelve (12) month probationary period. Such discharge shall not be subject to the Article X - Grievance Procedure or to Article IX - Discipline Procedure of the City of Imperial Beach Personnel Rules.
2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the ASSOCIATION by reason of age, sex, creed, color, national origin, ASSOCIATION membership or non-ASSOCIATION membership.
3. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of a Human Resources Department employee. Access shall be scheduled at the convenience of the employee and the Human Resources Department. Copies of all materials to be included in personnel folders shall be provided to individual employees.
4. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this M.O.U. is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The Business Agent or authorized representatives shall not interfere with the normal work hour operations or cause unnecessary loss of time to the CITY.
5. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the MOU by attempting to contact the employee through the last address of record.
6. Training Sessions: Employees may be required to attend training sessions necessary to job indoctrination, performance, supervision, workplace safety, and any other training deemed necessary by the CITY, which will be on CITY time.
7. Quarterly Meetings: That supervisory personnel (Fire Captains) with reasonable advance notice, shall be required to attend quarterly Fire Department regular meetings. This will be compensated time considered necessary and required for departmental training and operational readiness.
8. Association Business: The CITY agrees to provide time off with pay for representatives of the ASSOCIATION when such representatives are meeting with the CITY on matters within the scope of representation.
9. Direct Deposit: All current and new employees shall be required to sign up for direct deposit.

10. California Office of Emergency Services Responses: In accordance with revisions to the California Fire Assistance Agreement effective January 1, 2015, the City will compensate Employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.
11. Trial Schedules: The CITY and the UNION may conduct trial schedules. Trial schedules may begin on the first day of the month following the effective date of this MOU. Following the completion of a trial, unless ended by the Chief prior due to operational and service delivery concerns, a meeting shall be held and the merits of the alternative schedule, including but not limited to the operations, logistics, training, and overall service delivery, shall be evaluated and a recommendation shall be submitted to the Chief for his/her consideration and determination to continue or conclude the alternative schedule.

Article 8.0 Out-of-Classification Pay

An employee who is assigned in writing to work in a higher classification during the fiscal year will at the next appropriate bi-weekly payroll period be paid for these shifts at the salary schedule for the higher classification that is the lowest step that is at least 5.0% (five percent) higher than current salary. It is understood that only one Fire Engineer or Engineer/Paramedic and one Captain or Captain/Paramedic will serve each shift.

Article 9.0 Hours of Work

1. Work Week: Fifty-six (56) hours shall constitute a normal workweek. Twenty-four (24) hours shall constitute a normal shift for shift personnel. The 48/96 shift schedule shall be the recognized schedule for IBFA personnel as agree upon by both the ASSOCIATION and the CITY. In special situations, with the mutual agreement of the employee and management, different hours of work may be scheduled.
2. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department. This overtime shall be compensated by cash payment at one and one-half times the regular rate of pay. The smallest unit of time to be used computing overtime shall be one-quarter (1/4) hour.
3. Fair Labor Standard Act (FLSA) Wages: The FLSA overtime shall be calculated based on a 24-day work cycle and overtime shall be paid for all hours worked over 182 hours.

Paid leave (including but not limited to vacation, floating holidays, or jury duty), will be included as hours worked for purposes of calculating overtime.

EMPLOYEES shall be compensated one-half time at 6.00 hours per pay period to meet the minimum requirements in accordance with FLSA standards.

The twenty-four (24) day work cycle does not apply to EMPLOYEES on a modified work schedule of 40 hours per workweek. Employees working a modified work schedule are not authorized to work overtime (over 40 hours in a work week) without the written permission of the Fire Chief.

4. Call-Back Pay: An employee called-back to work due to the deployment of a strike team or a major emergency incident shall receive a minimum of not less than two (2) hours at one and half (1-1/2) times his rate of pay based on a 56 hour workweek for such call-back, even if less service is required. Employees on vacation when called back remain on vacation for pay to the employee, and vacation usage purposes, but get time and one-half pay for all time served with the minimum pay requirement applicable.
5. Forced Holdover Pay: At the end of an employee's shift, if the employee is held over as a result of a force hire situation, the employee will be compensated at one and a half (1.5) times the employee's regular rate of pay. These occurrences shall be notated in the captain's log and the employee's time card as a force hire.
6. Salary Increases: Salary increases that are based on a known date such as longevity pay and step increases shall commence on the first day of the pay period following the anniversary date.
7. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5.0% (five percent) higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher than the highest step of the pay range of the classification to which they are being promoted.
8. Mileage Reimbursement: Employees using their own car on authorized CITY business shall receive the per mileage fee set by the CITY.
9. Working Down: Overtime for work in a lower classification will be paid at the employees current rate of pay. Captains cannot fill Firefighter/Paramedic vacancies unless they are a currently licensed paramedic.
10. Work Hours: When not engaged in emergency activity, the Daily Shift Schedule will be as follows:
 - o Morning Work Period- 0730-1100 hours
 - o 1 Hour Lunch Break between 1100-1300 hours
 - o Afternoon Work Period from 1300-1700hours
 - o Work to be performed during the Daily Shift Schedule will include but not be limited to: Station and Apparatus Maintenance; Fire Operations and EMS Training; Pre-Fire Planning; Fire Prevention Inspections which include Residential and Commercial Rentals, Commercial Properties, Weed Abatement and Alley Inspections;

Parking Citations on the street and private property while in the course of normal outside activities (red curb, disabled parking, hydrant); Community Education Programs; CITY CPR Instructor/Trainer, and other duties as assigned.

Employees may begin their physical fitness program at 0730 provided that they are available to respond, if necessary, and as long as the employee finishes the workout, showers and is in uniform by 0930. Captains are responsible for ensuring that their crews utilize this time for working out. Otherwise, all physical training will be performed after the end of the afternoon work period. Employees may begin their physical fitness program at 1630 if they are unable to workout in the morning.

The CITY and the ASSOCIATION agree that there shall be a CPR instructional program under the direction of the Fire Chief.

In the event of operational needs, this section can be modified at any time at the direction of the Fire Chief to meet the needs of the CITY.

The Fire Department Policy and Procedures Manual will be updated to comply with this section.

Article 10.0 Sick Leave

Sick leave benefits are subject to the Healthy Workplaces/Healthy Families Act of 2014, and any subsequently adopted state regulations. If there is a conflict between this MOU and the requirements of the Healthy Workplaces/Healthy Families Act of 2014 or any duly adopted state regulations, the Healthy Workplaces/Healthy Families Act and/or state regulations shall prevail.

Full-Time City Employees:

It is agreed that sick leave for each probationary and regular full-time employee in the CITY service is subject to Imperial Beach Personnel Rules Article VII Section 5 and to the following provisions authorized as follows:

1. Sick Leave Accrual:

- a. Employees hired prior to July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1400 hours may be accumulated.
- b. Employees hired on or after July 1, 2011- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 1120 hours may be accumulated.

- c. Employees hired on or after July 1, 2019- Employees shall accrue sick leave with pay at the rate of 11.67 hours for each full month of service for a total of 140 for each full twelve months of service. A maximum of 784 hours may be accumulated.
2. Sick Leave Permitted: Sick leave shall not be considered as a privilege which an employee may use at his own discretion but shall be granted only upon the recommendation of the department head. Employees may use accrued sick leave with pay for absences necessitated as follows:
 - a. Actual personal sickness or disability for the first fourteen (14) calendar days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance;
 - b. Medical or dental treatment for the first fourteen (14) calendar days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance; or
 - c. In case of emergency illness, including contagious disease, or injury in the immediate family or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the State of California and provide proof to the City; or
 - d. Bonding time after the birth or adoption of a child as specified in Section 3 below.
 3. Sick Leave Usage for Family Bonding Time: Eligible employees may be permitted to use sick leave in accordance with the Family Medical Leave Act and the California Family Rights Act.
 4. Sick Leave Payoff:
 - a. Employees hired prior to July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1,400 hours.
 - i. Upon separation in good standing after five (5) years of completed CITY service, regular employees shall receive a cash payment for 50% of up to 1400 accrued sick leave hours, with a maximum cash payment for no more than 700 accrued sick leave hours.
 - ii. Upon retirement from CITY service, regular employees may choose between the following two options:
 1. Regular employees shall receive cash payment for 50 percent (50%) of their accrued hours of sick leave to a maximum of 700 hours. The

remaining fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.

2. Regular employees may choose to report one hundred percent (100%) of accrued sick leave hours to CalPERS for conversion to service credit.
- iii. Upon the death of a regular employee after five (5) years of completed City service:
 1. For a deceased employee who was eligible to retire at the time of death, the City will report one hundred percent (100%) of the employee's accrued sick leave at the time of death to CalPERS for conversion to service credit.
 2. For a deceased employee who was not eligible to retire at the time of death, the employee's beneficiary shall receive a sick leave cash payment for fifty percent (50%) of the accrued hours of sick leave to a maximum of 700 hours.

b. Employees hired on or after July 1, 2011- On June 30, each year, regular employees shall receive cash payment for accrued sick leave in excess of 1120 hours.

- i. Upon separation in good standing after five (5) years of completed CITY service, regular employees shall receive a cash payment for 50% of up to 1120 accrued sick leave hours, with a maximum cash payment for no more than 560 accrued sick leave hours.

Upon retirement from City service, fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.

c. Employees hired on or after July 1, 2019 – No cash payment for accrued sick leave in excess of 784 hours.

- i. Upon separation in good standing after five (5) years of completed CITY service, regular employees shall receive a cash payment for 50% of up to 784 accrued sick leave hours, with a maximum cash payment for no more than 232.5 accrued sick leave hours.

Upon retirement from City service, fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.

5. Sick Leave Modification: Should a shorter workweek be mandated during the life of this agreement, sick leave accrual rates will be adjusted to:

Firefighter's workweek x 100 hours per year

40

and 1, 2, and 3 above will be adjusted accordingly.

6. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the hourly rate paid the employee at the time of payoff. For computation of separation, employees will have oldest sick leave deducted first when used.

Part- time Employees:

7. Pursuant to the Healthy Workplaces/Healthy Families Act of 2014, effective July 1, 2015, or upon hire, whichever is later, a part-time employee will receive 72 hours (3 days) of paid sick leave to be used during that fiscal year. Thereafter, on July 1st of each year, part-time employees will be provided with 72 hours or 3 days of paid sick leave that may be used during that fiscal year. Unused paid sick leave must be used during the fiscal year earned and does not rollover from fiscal year to fiscal year. Part-time employees are not entitled to cash out unused paid sick leave at any time nor upon separation from employment. Part-time employees may begin using paid sick leave upon their 90th day of employment.

All Employees:

8. In accordance with the Healthy Workplaces/Healthy Families Act of 2014, employees may use up to 72 hours (3 days) of paid time off for sick leave for the following purposes:
 - A) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Family member includes any of the following:
 1. A child, including biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of the child's age or dependency status.
 2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 3. A spouse.
 4. A registered domestic partner.
 5. A grandparent

6. A grandchild
 7. A sibling
- B) For an employee who is a victim of domestic violence, sexual assault, or stalking:
1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or his or her child.
 2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 3. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

The City's Personnel Rules shall be revised and amended to reflect these changes.

Article 11.0 Holiday and Vacation Benefits

1. FLOATING HOLIDAYS:

Employees shall receive 24 hours of floating holiday leave per fiscal year in the first pay period in July to be taken on a day mutually agreeable to the employee and the department head. Floating holidays will be prorated as follows for new employees:

- a. A new employee with a hire date in July through December will receive twenty-four (24) hours of floating holiday time in the fiscal year during which the employee is hired;
- b. A new employee with a hire date in January and February will receive twelve (12) hours of floating holiday time in the fiscal year during which the employee is hired;
- c. A new employee with a hire date in March and April will receive six (6) hours of floating holiday time in the fiscal year during which the employee is hired;

- d. A new employee with a hire date in May and June will not receive any floating holiday leave in the fiscal year during which the employee is hired.

An employee may accrue a maximum of 24 hours of floating holiday leave each fiscal year. Once an employee has accrued the maximum allowable floating holiday leave, the employee will earn no additional floating holiday leave until the employee uses the floating holiday leave sufficient to bring the employee below the maximum accrual.

2. VACATION ACCRUAL: Effective July 1, 2019, or MOU ratification, the UNION will receive a new vacation accrual structure, which will be outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules.
3. VACATION TIME-SELLING: Permanent Firefighter personnel may sell back accumulated vacation twice a year. A maximum of 112 hours the first pay period in June and 112 hours the first pay period in December at the employee's current rate of pay when the vacation is sold back. A minimum of 112 hours must remain each time in the year the employee sells vacation.

Article 12.0 Educational Benefits

1. The CITY, as employer shall maintain a program providing for the partial refund of tuition and fees for all courses taken by employees when such courses are included in the courses required to obtain or maintain a job-related certificate, Associates in Fire Science or Baccalaureate Degree in Public Administration or any other course previously approved by the department head. Those employees who are full-time, permanent and have completed a probationary period are eligible for tuition reimbursement. The CITY agrees to budget for \$1,000 per year per full-time, permanent employees that have completed a probationary period for fees and/or tuition for such firefighting classes, seminars, etc. The program will allow full-time, permanent employees that have completed a probationary period to exceed \$1000 for tuition reimbursement if they are working towards a Baccalaureate or Masters Degree in Public or Business Administration, Associates in Fire Science, Fire Officer Certificate, or other job related degree or certificate, provided that the department head pre-approves a Career Plan submitted by the employee. An approved Career Plan is required in order for an employee to exceed \$1000 in reimbursements. All classes would require prior approval of the department head and Human Resources Department for the employee to receive any reimbursement. The employee shall be reimbursed for fees and/or tuition only upon conclusion of each individual with a grade of "B" or better, or successful completion of courses that do not assign grades. Proof of satisfactory course completion and payment must be provided.
2. Upon proof of completion, full-time permanent members of the ASSOCIATION that have completed a probationary period will be eligible for an educational incentive as follows:

California State Fire Marshal's Fire Officer Certificate
or all the required classes as of January 1, 2016,
bi-weekly \$50.00 per year paid
or an Associate degree

Bachelor's degree \$100.00 per year paid bi-
weekly

Master's degree \$200.00 per year paid
bi-weekly

Employees will not receive an education incentive payment for any degrees or certificates required as a minimum qualification of the position. The fire officer stipend can be combined with the degree stipend, but two-degree stipends cannot be combined.

3. CITY agrees to the continuation of an Employee Computer Purchase Program available to all CITY employees after successfully completing probationary period during the term of this agreement subject to budgetary constraints and City Council approval.

Article 13.0 Employee Benefits

If the Federal Affordable Care Act (ACA) or Internal Revenue Services (IRS) implementing regulations, or similar California legislation impact the benefit plans covered by this MOU, the parties agree to reopen negotiations to meet and confer over any related mandatory subjects of bargaining.

The CITY is required by law to administer the ACA and IRS regulations will implement administrative guidelines such as the stabilization and look back periods for all employees in a manner that provides ease of CITY administration.

1. Cafeteria Plan Allotment

Effective January 1, 2020, the CITY will provide a Cafeteria Plan allotment of \$1800 a month for a city provided medical, dental and vision plan for all full-time employees and their eligible dependents on a pre-tax basis to meet IRS regulations.

Effective January 1, 2021, the CITY will provide a Cafeteria Plan allotment of \$1850 a month for a city provided medical, dental and vision- plan for all full-time employees and their eligible dependents on a pre-tax basis to meet IRS regulations.

The employee will pay for any premiums in excess of the monthly Cafeteria Plan allotment through payroll deductions. Employees that elect a plan that is less than

the Cafeteria Plan allotment will not receive any taxable credit. Employees that waive insurance will not receive any taxable credit.

The Cafeteria Plan allotment may be used to purchase City provided medical, dental and vision coverage. Employees will not be able to purchase flexible spending accounts utilizing the Cafeteria Plan allotment.

The CITY and the ASSOCIATION agree to a re-opener to meet and confer over potential impacts of future medical premium costs.

Health benefits are effective the first of the month following hire date. The Cafeteria Plan allotment terminates the last day of the month upon separation.

Dental election is optional for EMPLOYEE and their eligible dependents.

Vision election is optional for EMPLOYEE and their eligible dependents.

Effective January 1, 2017, there will be no taxable cash out benefit.

Those EMPLOYEEES who elect not to be covered under the CITY's medical health insurance plan must demonstrate proof of alternative medical insurance (i.e. spouse or independent insurance coverage).

The CITY shall pay any applicable mandatory minimum employer contribution for retiree health as required by law.

2. Flexible Spending Accounts for Health Care and Dependent Care:

Two Flexible Spending Accounts (FSA's), under Section 125, 105, 129 and 213 of the Internal Revenue Service's Code are offered to all represented employees. An EMPLOYEE may elect to budget by salary reduction, for certain healthcare and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

a. Healthcare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$2,700 per plan year to pay for eligible healthcare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

c. FSA Administration

The CITY reserves the right to contract with the Third-Party Administrator (TPA) for administration of both FSA's. The CITY will pay the start-up costs associated with the third-party administration, if any required. The CITY pays monthly administration fees.

3. Short Term Disability (STD), Long Term Disability (LTD) and Group Term Life Insurance:

Each employee will be provided Group Term Life Insurance as agreed to through negotiations. Employees may purchase Voluntary Life Insurance at an Employee's own cost as an after-tax deduction.

Each employee will participate in the CITY's STD and LTD Plans. Employees are required to file for STD or LTD after fourteen (14) consecutive calendar days of absence due to illness, contagious disease, injury or an authorized absence for medical care and/or appointments. STD and LTD premiums are paid by the EMPLOYEE as an after-tax deduction.

4. Enrollment and Election:

Election under the CITY's Cafeteria Plan shall take effect on the first of the month following 30 days after approval of the request and/or eligibility for health insurance. Payment shall be divided equally between the first two paydays in each month. If the CITY significantly alters the payment schedule, this payment schedule will be subject to meet and confer.

Once this election is made, the EMPLOYEE will not be allowed to change except as follows:

- a. At the next open enrollment

- b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the CITY Human Resources Department via approved and completed enrollment forms.
- c. As allowed under any federal or state regulations.
- d. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.

5. Health Insurance Committee

The Health Insurance Committee was established for the purpose of investigating and reviewing health related matters and all insurance options, including health, life, disability, etc. The Health Insurance Committee will continue to meet as necessary. Matters subject to the duty to bargain may be discussed, however, the Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The CITY and the Firefighters agree to reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee.

If any legally mandated changes to health insurance should occur during the term of this MOU, both parties agree to re-open negotiations to meet and confer over any related mandatory subjects of bargaining.

Article 14.0 Uniform Replacement Allowance

Fulltime permanent employees will receive a uniform allowance in the amount of \$34.62 per payperiod paid with their regular checks for the purchase, rental, and/or maintenance of uniforms.

For employees that are classic members (as defined by PEPRA), CalPERS considers the uniform allowance to be a form of compensation. Therefore, the uniform allowance amount will be reported to CalPERS on an annual basis in the same payperiod received as part of the employee's annual gross income. For employees considered new members (as defined by PEPRA), the uniform allowance amount will not be reported to CalPERS as special compensation in accordance with PEPRA.

For new firefighter employees, the CITY will purchase two pair of nomex uniform shirts, two pair of nomex uniform pants, and one winter jacket, and provide the uniforms to the new employees on the first day of employment. In addition, the CITY will reimburse new employees the cost of four t-shirts and two shorts within the first year of employment. The t-shirts and shorts must meet CITY uniform requirements. For employees that are classic members (as defined by PEPRA), the City will report the monetary value of these uniforms to CalPERS in the payperiod the uniforms are provided to the employee, and in the payperiod the reimbursement is provided to the employee. For employee considered new members (as defined by PEPRA), the

monetary value of the uniforms will not be reported to CalPERS as special compensation in accordance with PEPRA.

Beginning January 1, 2006 only nomex uniforms will be permitted.

All employees must return all uniforms to the City upon separation from City service.

Article 15.0 Physical Examinations

1. The CITY will provide comprehensive physical examinations bi-annually for all firefighting personnel. This medical exam shall include vision screening, a pulmonary function test, lumbar and chest x-rays, an electrocardiogram (EKG), and medical examiners certificate as required by the Department of Motor Vehicle for Class "B" license.
2. New employees must provide a CPAT certificate six months prior to date of hire.
3. If sufficient funds are available, employees are required to participate bi-annually in all portions of the Wellness Program at San Diego Sports Medicine. If the funds are available, but the employee elects not to participate in the complete Wellness Program, the employee must annually submit a CPAT certificate.

If sufficient funds are not available for the employees to participate in all portions of the Wellness Program at San Diego Sports Medicine, the CITY will continue to provide the current level of physical examinations that are provided through San Diego Sports Medicine.

All employees will attend San Diego Sports Medicine activities during a scheduled or assigned shift.

In keeping with the intent of the Fire Service Joint Labor Management Wellness-Fitness Initiative, participation in the complete wellness program shall be non-punitive.

Article 16.0 Prevailing Benefits

All benefits, privileges and working conditions within the scope of representation which are not included in this agreement shall continue during the term of this agreement unless modified as a result of meeting and conferring between the parties as required by State Law.

Article 17.0 Service to the Public

The Imperial Beach Firefighters' Association will actively assist in and encourage improved service to the citizens of Imperial Beach and the ASSOCIATION members will at all times provide helpful and courteous service to the citizens of Imperial Beach.

Article 18.0 Term

The term of this M.O.U. shall be for a two (2) year period commencing July 1, 2019 and ending June 30, 2021. This M.O.U. shall remain in effect and shall not expire prior to June 30, 2021.

Article 19.0 Salaries

Salary Schedule Increases: Effective July 1, 2019, Step 1 will be eliminated from the City's salary schedule for fire service employees. A Step eight (8) at 5% will be added to the City's salary schedule for fire service employees.

The merit Steps two (2) through eight (8) have the following characteristics:

1. The increase from one step to the next step in each salary step is five (5%) percent.
2. A difference of five percent (5%) exists between each salary range.

Merits: Advance may occur after one (1) year of satisfactory service in the next preceding step in the respective salary range. Salary advancement for each employee are not be automatic, but shall depend upon a rating of competent or better, as reflected in the performance evaluation. Employees that receive a competent or better rating during their performance evaluation will receive the increase on the first day of the pay period following the anniversary date.

Effective contract amendment with CalPERS on the cost sharing, all Full-Time probationary and permanent Classic Tier 1 employees will receive a 2.78% salary adjustment applied on the first full pay period after the contract with CalPERS is amended. This increase is contingent on a positive vote on the cost sharing with CalPERS.

Effective July 1, 2020, all full-time permanent and probationary employees shall receive a 2% cost of living increase (COLA).

The CITY agrees to provide a one-time \$1,000 stipend to all full-time permanent and probationary employees, effective **May 1, 2021**, if the City maintains a healthy budget performance.

Article 20.0 Retirement Benefits

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.

1. The City contracts with the California Public Employees' Retirement System ("CalPERS" or "PERS") to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the City has implemented first, second, and third tier retirement benefits as follows:
 - a. Fire Employees (Classic Member – **Tier 1**): The CalPERS formula for employees hired prior to July 1, 2011, shall be at 3% at 50 with the use of average of the employee's highest-one-year salary.
 - b. Fire Employees (Classic Member – **Tier 2**): The CalPERS formula for employees hired on or after July 1, 2011, shall be 2% at 50 with the use of average of the employee's highest three-year salary.
 - c. Fire Employees (**PEPRA** Member): The CalPERS formula for employees hired on or after January 1, 2013, shall be 2.7% at 57 with the use of average of the employee's highest-three-year salary as defined by the Public Employees Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). All new employees/members hired on or after January 1, 2013 pay 50% of the normal cost contribution.
2. Employee Cost Sharing: The employees share shall be half of the total Normal Rate towards the CalPERS retirement benefit as set forth below. Employee retirement cost sharing contributions that are in addition to the normal CalPERS Member Contribution will be calculated on base pay, special pays, and other pays normally reported as pensionable compensation, and will be made on a tax deferred basis through payroll deduction under 414(h)(2).
 - a. Fire Employees (Classic Member – **Tier 1**): currently, employees/members contribute 9% of the employee rate, plus a 3% modifier. Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing an Additional Cost of 2.78% for a total modifier of 5.78% and will continue to contribute fifty percent (50%) of the total Normal Rate cost sharing contribution of pensionable compensation towards retirement costs as permitted under Government Code §20516(f) as the total Normal Rate increases.
3. Fire Employees (Classic Member – **Tier 2**): employees/members will continue to contribute 9% of the employee rate, plus a 3% modifier.

4. PEPRA employees/members already pay 50% of the normal contribution as defined by the Public Employees Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL).
5. The City must amend the contract with CalPERS every time the total Normal Rate cost increases. The Union and its employees/members agree to comply with CalPERS requirements to amend the contract, which includes an affirmative vote of employees/members to share 50% of the total Normal Rate costs. Parties agree that members/employees paying 50% of the total Normal Rate cost shall survive the expiration of the MOU.
6. Report of Employer Paid Member Contribution (EPMC): Effective July 1, 2011, the EPMC will no longer be reported to CalPERS and will not be included in an employee's final compensation for employees.
7. PERS 1957 Survivor Benefit: Pursuant to California Public Employees Retirement Law Section 21546 (1957 Survivor Allowance) (i) On and after April 1, 1972 this section shall apply to all contracting agencies and agencies have previously elected to be subject to this section.
8. Deferred Compensation: The CITY will make available a 457 Deferred Compensation Program to all full-time employees.
9. Part-time employees: All part time employees will be enrolled in PARS and will not pay into social security.

Article 21.0 Recognition

The CITY recognizes that the Association is the sole and exclusive bargaining agent and representative for the classification which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. These classifications are:

1. Fire Captain
2. Fire Captain/Paramedic
3. Engineer/Paramedic
4. Fire Engineer
5. Firefighter/Paramedic
6. Firefighter
7. Firefighter/EMT
8. Firefighter/Paramedic Recruit

Once the remaining Captain who has not held the rated position of Engineer retires or leaves CITY employment, the classification of Firefighter will be eliminated.

Article 22.0 Payroll Deduction of Dues

The employer agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the designated representative of the Association from the pay of those employees who individually request in writing that such deductions are made. The total amount of deductions shall be remitted, each pay period, by the employer to the representative of the Association. This authorization shall remain in full force and effect until such authorization has been revoked in writing by the employee.

Article 23.0 Rules and Regulations

The ASSOCIATION agrees that its members shall comply with all applicable CITY and Fire Department rules and regulations, including those relating to conduct, work performance, and personnel matters. Revisions to any of these rules and regulations require proper notice to ASSOCIATION and meet and confer process.

The employer agrees that disputes concerning departmental rules and regulations which affect working conditions and personnel practices are subject to the Grievance Procedure.

Article 24.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor M.O.U., it shall serve upon the other not later than April 1st of the year that this M.O.U. expires, its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor M.O.U.

Article 25.0 Implementation

This M.O.U. constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this M.O.U. shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt this M.O.U.

Article 26.0 Emergency

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the Association of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Article 27.0 Employee Assistance Program

The CITY will continue to provide an Employee Assistance Program for all CITY employees.

Article 28.0 Savings Clause

If any provisions of this M.O.U. or the enabling resolution is at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this M.O.U. and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

Article 29.0 Agreement Review

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the association, CITY may at its option require that this Memorandum be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the Association, the Association may at its option require that this M.O.U., be reviewed.

It is understood that the Association and the CITY may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the CITY and Association in an effort to promote the improvement of personnel management and employer-employee relations.

Article 30.0 Catastrophic Leave

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, sick leave, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 20 hours of sick leave, and up to a combined total of 56 hours of vacation, floating holiday, compensatory time and sick leave per employee may be transferred with the receiving employee credits not exceeding more than 520 hours over any 24-month period without City Manager approval.

Article 31.0 Re-opener Provisions

If or when the CITY desires to implement a change to the current ambulance transportation service, the CITY and ASSOCIATION agree to meet and confer with the other party on such service.

Article 32.0 Paramedic License

The Captain/Paramedic License, 5% will be added to the base pay of the Captain classification to become Captain/Paramedic. The Engineer/Paramedic License, 7.5% will be added to the base pay of the Engineer classification to become Engineer/Paramedic. Captain/Paramedic, Engineer/Paramedic and Firefighter/Paramedics are required to retain a Paramedic License as a condition of employment with the CITY.

Article 33.0 Minimum Staffing

For all shifts, on all days, a minimum of three full-time fire suppression personnel shall be on duty per 24-hour shift.

Article 34.0 Mandatory Mess

All members of the fire suppression unit on shift shall participate in a mandatory mess. Exceptions to this Article shall only be allowed for religious, dietary or medical reasons. Except for unusual circumstances and emergencies, one member of the crew shall be allowed to cook and prepare meals during normal work hours. Such arrangement will be administered by the ASSOCIATION in accordance with applicable laws. Employees will be responsible for all tax consequences, where applicable. This section shall not be subject to the grievance procedure.

Article 35.0 Bi-lingual Pay Differential

When an employee possesses competent bi-lingual skills in Spanish, that full-time employee shall be granted \$50.00 per month for use of this skill, with part-time employees receiving \$.40 per hour, not to exceed \$50.00 per month. Prior to an employee receiving bi-lingual pay, competence shall be determined by an oral and written test. If an employee fails the test, they are eligible to re-take the test in 6 months. Effective January 2016, employees will have the option of taking the bilingual test related to Fire Department Operations. Prior to January 2016, employees may take the bilingual test related to general City services.

IN WITNESS THEREOF, the parties hereto have executed this M.O.U. on the 21st day of August 2019.

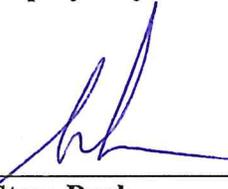
CITY OF IMPERIAL BEACH



Andy Hall 9-12-19
City Manager Date

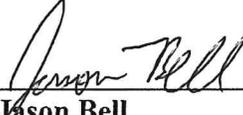


Erika N. Cortez 9/12/19
Deputy City Manager Date

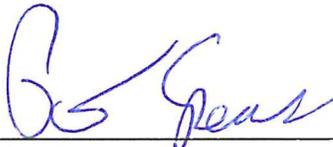


Steve Dush 9-12-19
Assistant City Manager Date

IMPERIAL BEACH
FIREFIGHTERS' ASSOCIATION



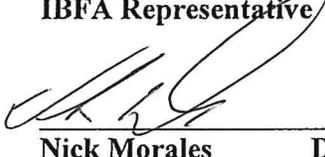
Jason Bell 9/4/19
Lead Negotiator/IBFA Representative Date



Patrick Spears 9/6/19
IBFA Representative Date



John Olsen 9/14/19
IBFA Representative Date



Nick Morales 9/10/19
IBFA Representative Date