



MEMORANDUM OF UNDERSTANDING

Between

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

And

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 221
4004 Kearny Mesa Road
San Diego, CA. 92111

TERM:

July 1, 2019 – June 30, 2021

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Exhibits:

Exhibit “A” SEIU Recognition of Miscellaneous Service Classifications – FY 19-21

Preamble

Representatives of the City of Imperial Beach and the Service Employees International Union (SEIU) Local 221, 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 SEIU Local 221 hereinafter referred to as “UNION”, and it supersedes all prior agreements, commitments, and practices.

It is understood by the parties that part-time seasonal employees continue to be entitled to the benefits that they were receiving as of the effective date of this agreement. It is further understood that those benefits which the part-time seasonal employees are not currently receiving will not apply to them for the duration of this agreement, with the exception of benefits contained in this agreement.

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 two-year (2) period commencing July 1, 2019 and ending June 30, 2021.

The CITY recognizes that the UNION is the sole and exclusive bargaining agent and representative of the CITY’S Miscellaneous Classified Service 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.

Article 1.0 Recognition

The CITY recognizes SEIU Local 221 as the exclusive representative for employees in the classifications listed in Exhibit “A”.

Article 2.0 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 UNION, 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 3.0 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 UNION 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 4.0 Responsibilities of the Union

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the UNION 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 UNION, 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 UNION 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.

1. Bulletin Boards: CITY bulletin boards shall be provided to the UNION at City Hall, Fire Department, Public Works, and the Lifeguard station for UNION communications with members including posting announcements, news items, meeting notices, agendas, social activities, and related materials. The UNION shall be responsible to maintain the space provided.

Article 5.0 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 UNION, 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 6.0 Grievance Procedure

It is agreed that the UNION 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 7.0 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 – Disciplinary Procedure, of the City of Imperial Beach Personnel Rules, incorporated herein.

Article 8.0 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 initial twelve (12) month probationary period, or up to (18) months if the probationary period is extended. In the event that an employee probationary period is extended, the employee will be notified in writing. Such discharge shall not be subject to the Grievance Procedure or to the 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 UNION by reason of race, religious creed, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, color, national origin, or sexual orientation, or any other federally or state recognized protected class, UNION membership or non-UNION membership.
3. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of a Human Resources Department staff member. Access shall be scheduled at the convenience of the employee and the Human Resources Department. When requested, 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 UNION 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 department head or immediate supervisor. The Business Agent or authorized representatives shall not interfere with the normal work hours 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 M.O.U. by attempting to contact the employee through the last address of record.
6. Supervisory Meetings: Any Supervisor covered by this agreement who is required to attend any meeting on CITY business either before or after scheduled work hours shall receive compensation exclusive of travel time.
7. 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.
8. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.
9. Human Resources Department: Where questions arise as to the benefits employees may receive under the CITY's rules, the employee should direct those questions to the CITY's Human Resources Department.
10. Mileage Reimbursement: If an appropriate CITY owned vehicle is not available, the employee may use their own vehicle to conduct CITY business with prior written authorization from their immediate supervisor or the Human Resources Department. Prior to an employee using the

- employee's personal vehicle to conduct CITY business or for work-related travel, the employee must submit evidence to the Human Resources Department of automobile liability insurance required by the State of California. Employees shall be reimbursed at the current rate allowed by the Internal Revenue Service for the authorized use of their private vehicle on CITY business. However, if a CITY owned vehicle is available and the Employee chooses to use the Employee's own vehicle instead, the Employee will not receive mileage reimbursement. Employees will not receive mileage reimbursement for commute between the Employee's home and work. Employees shall be reimbursed for parking fees paid while using their vehicle on CITY business.
11. Salary Increases: Salary increases that are based on a known date, such as longevity pay, and step increase on the first day of the pay period following the employee anniversary date.
 12. Promotion Salary: Upon promotion, an employee's new pay scale shall be at least 5 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 in base salary than the highest step of the pay range of the classification to which they are being promoted.
 13. Inoculations: Employees who in the course of their regular duties are exposed to raw sewage will receive inoculations as medically necessary at CITY expense. Those employees who in the course of their regular duties may be exposed to sewage contaminated water will be offered inoculations as medically appropriate at CITY expense.
 14. Outsource: The CITY shall notify the Union prior to issuance of any solicitation of work traditionally performed by regular employees of the CITY. The CITY shall notify the UNION in writing thirty (30) days prior to the effective date of any services contract which will require the performance of labor previously provided by CITY employees. In such an event, the UNION may request in writing the discussion of alternatives to such subcontracting. A request to this effect must be received by the City Manager within seven (7) days from receipt by the UNION of the aforementioned notice from the CITY. The CITY shall forestall, for a reasonable period of time, the implementation of any such services contract to allow for a period of negotiation between the CITY and UNION on such alternatives to subcontracting out work previously provided by CITY employees.
 15. Bi-lingual Pay Differential: When an employee possesses competent bi-lingual skills, that full-time employee shall be granted \$50.00 a month paid bi-weekly for use of this skill, with part-time employees receiving \$.40 cents per hour, not to exceed \$50 per month. Competence shall be determined by an oral and written test mutually agreed to by the CITY and UNION.
 16. Skin Cancer Prevention: The CITY shall make available sunscreen for all employees that spend the majority of the workday in an outside environment. The CITY shall provide an annual education session on skin cancer, and how to prevent it.
 17. Pay Differential: As designated by the Public Works Director a maximum of two (2) employees with Backflow Certification and a maximum of three (3) employees with Hazardous Materials Labeling & Packaging Standards Certification shall receive an additional \$50 per month paid bi-weekly to maintain and utilize said Certifications for the benefit of the CITY. The current designated five (5) employees designated by the Public Works Director, with Collection System Maintenance Grade Certification will receive either \$30 per month paid bi-weekly for Grade 1, \$40 per month paid bi-weekly for Grade 2, \$50 per month paid bi-weekly for Grade 3, or \$60 per month paid bi-weekly for Grade 4.

18. Ergonomics: The CITY will offer ergonomic equipment to meet the reasonable individual needs of employees at a reasonable cost.
19. Direct Deposit: All employees hired on or after July 1, 2019, are required to sign up for direct deposit. Current employees are encouraged to sign up for direct deposit.
20. Notary Pay Differential: The CITY will continue to provide \$50.00 per month paid bi-weekly to employees who maintain a public notary and who are designated by the CITY as a Public Notary.
21. Special Assignment Pay: As designated by the Marine Safety Department Head, when a Beach Lifeguard I or a Beach Lifeguard II is designated to coordinate all the activities of the City's Junior Lifeguard Program, he/she shall receive \$5.00 an hour in addition to the employee regular base salary. As designated by the Marine Safety Department Head, when a Beach Lifeguard I or a Beach Lifeguard II is designated to instruct the City's Junior Lifeguard Program, he/she shall receive \$2.00 an hour in addition to the employee regular base salary. The special assignment pay is subject to taxes and pension reporting. The special assignment pay will be provided between the months of January 1st and August 31st, or as soon as the Marine Safety Department Head makes a recommendation to start or end the special assignment pay between January 1st and August 31st. Only one (1) employee per year may receive the special assignment pay to coordinate the program. The special assignment pay will cease if the City's Junior Lifeguard Program ends.

Article 9.0 Out-of-Classification Pay

- a. General employees: An employee who is assigned in writing, by the department head or supervisor, to work in a higher classification during the fiscal year for three (3) or more cumulative working days within two (2) consecutive pay periods will be paid at the salary schedule for the higher classification at the lowest step or 5 percent above the current salary, whichever is higher.
- b. Lifeguard employees: An employee who is assigned in writing, by the department head or supervisor, to work in a higher classification at any time during the fiscal year, will be paid at the salary schedule for the higher classification at the lowest step or 5 percent above the current salary, whichever is higher, for the full day's shift. The employee shall be paid for these shifts at the next appropriate biweekly payroll.
- c. The duration of out-of-class assignments shall not exceed 960 hours in a fiscal year.

Article 10.0 Hours of Work & Rest Periods

The following provides the various work scheduling arrangements offered by the City to members of the bargaining unit. The availability of flexible work schedules is not intended to change regular hours of operation, nor does it alter the responsibility or diminish the authority of department heads to establish and adjust work schedules.

Eligibility and Guidelines. Eligibility for participating in an alternative work schedule will depend on an assessment by the department head that the employee's proposed work schedule will enable the employee to fully meet job responsibilities and performance expectations.

At the discretion of the City Manager, each department head is responsible for determining the best use of a flexible work arrangement and must consider the impact on work effectiveness, efficiency and productivity. Alternative work schedules will be considered on a case-by-case basis and will be reviewed on the basis of feasibility and assurance that the department's efficient and effective services will not be interrupted. The department head is responsible for ensuring the fair and equitable administration of this procedure.

Flexible work schedules shall not adversely affect the services that are provided to the public, other operating units, or coworkers. The quantity, quality, and timeliness of employee work must be maintained. Adequate supervisory contact and/or employee accountability must be maintained.

It is not required that alternative work schedules be available to all employees in a department. Where multiple employees request the use of a flexible work schedule, the department should develop a method for the equitable allowance of flextime or compressed workweek.

Employees should refer to Article 12 of this MOU for information on how alternative work schedules affect vacation, sick, and holiday leave and how employees will be compensated for such leave.

Agreement. Upon the approval of an alternative work schedule, the employee will sign an agreement establishing the alternative work schedule and workweek. An employee's alternative schedule shall commence on the first day of the pay period. The Agreement shall remain in effect until a change is made to the written agreement. Management may discontinue, temporarily suspend, or alter the arrangement at any time, for any reason after providing a fifteen (15) day notice of such change to the employee. An employee may also request a change to the schedule.

Procedure. An employee can request an Alternative Work Schedule by submitting an Alternative Work Schedule Agreement to his/her immediate supervisor. The supervisor and department head shall review the plan and if approved, forward it to the Human Resources Department. Approval of the proposed schedule shall only be granted when the department head believes that the change in working hours will enhance the effective and efficient operation of the City and the employee's work performance will not be adversely affected. This decision is at the sole discretion of the City and is not subject to the grievance procedure. The Human Resources Department shall review the proposed schedule to ensure compliance with applicable labor laws. When the proposed schedule is approved, the employee shall sign the Agreement.

1. Normal Work Schedule: Eight (8) hours per day for not more than five (5) days per week, forty (40) hours per week, shall constitute a normal work schedule for employees of the CITY covered by this MOU. This Article is intended to define the normal hours of work and shall not be constructed as a guarantee of hours of work per day or per week, or days of work per week. The normal workweek for non-exempt employees is from Sunday at 12:00 a.m. to Saturday at 11:59 p.m.
 - a. Normal Weekend for Normal Work Schedule Employees. For employees working a normal work schedule, a normal weekend is defined as Saturday and Sunday of each week.
2. Alternative Work Schedules: The following are alternative work schedules that employees may request using the above Procedure.
 - a. 9/80 Work Schedule: The normal work schedule for full-time employees participating in the Alternative 9/80 Work Schedule shall be for every two workweeks, eight (8) nine (9) hour days, one (1) eight (8) hour day, and one day off every other week. The workweek for FLSA overtime purposes shall start four (4) hours into the eight (8) hour work day, and the employee's regular

day off shall be on the same day of the week in the following week. Employees cannot change their regular day off.

- i. Normal Weekend for 9/80 Work Schedule Employees. For employees working a 9/80 work schedule, a normal weekend shift is defined as Saturday and Sunday of each week as well as the employee's regularly scheduled day off.
 - b. Flextime Work Schedule. An arrangement that may include a consistent daily schedule with individualized starting and ending times that are the same throughout the week or a varying daily schedule that starts or ends at different times each day. The schedule may consist of consistent eight (8) hours days throughout the week or a varying daily schedule of more or less than eight (8) hours. For full-time employees, the total weekly hours for both consistent and varying schedules must be 40 for the workweek. Employees with a flextime work schedule shall have a workweek from Sunday at 12:00 a.m. to Saturday at 11:59 p.m. If an employee's Flextime work schedule includes a day off during the week, the employee cannot change their regular day off. If an employee's Flextime work schedule includes one or more day(s) off during the week, the employee cannot change their regular day(s) off.
 - i. Normal Weekend for Flextime Work Schedule Employees. For employees working a Flextime Work Schedule, a normal weekend is defined as any regularly scheduled consecutive days off. For example, if an employee works Monday through Thursday, their weekend shift is Friday through Sunday.
3. Sections 1 and 2 do not apply to the lifeguard employees' work schedule. A schedule for lifeguard employees shall be developed and implemented by the Marine Safety Captain.
4. 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 40 hours in a workweek, provided; however, that leave without pay shall not be considered to be work time.

Lifeguards shall receive overtime only when authorized and approved to work over 40 hours in a workweek, provided, however, that leave without pay shall not be considered to be work time.

Paid holidays, vacation, sick leave, compensation time off, floating holiday, and leave without pay hours taken by an employee will not be counted towards the calculation of the overtime requirement, because these hours are not actually "worked" and are therefore not considered as hours counted toward overtime under the FLSA.

5. Overtime Compensation: This overtime shall be compensated by cash payment or by compensatory time off at one and one-half (1-1/2) times the regular rate of pay.

Employees will receive double-time pay that is twice the employee's normal rate of pay for hours worked of twelve (12) hours and more in one day according to section 4 above. The smallest unit of time to be used in computing overtime shall be one-quarter (1/4) hour. Pursuant to the Fair Labor Standards Act, overtime will be calculated using the regular rate of pay and will include all legally required specialty pays.

An employee may request that overtime worked may be compensated either by a cash payment or compensatory time, using the calculation stated in #5. Method of compensation (overtime or compensatory time) shall be determined by the department head.

In compliance with the Fair Labor Standards Act, the maximum accrual of compensatory time is 240 hours and may be carried forward from year to year

6. Call-Back Pay: An employee required to perform call-back work shall receive a minimum of not less than three (3) hours at one and one half (1-1/2) times his/her regular range for such call-back work, even if less service is required.
7. Stand-by Pay for General Employees: An employee may be required to be on “stand-by” subject to emergency call-back after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by pay shall have a communication device (i.e. cell phone, pager, etc.) issued by the authorized Department for the designated stand-by period. Based on the sections 1 & 2 above work schedules, employees authorized for stand-by pay shall be compensated at the following rates, as follows:
 - a. For a normal work day stand-by shift, pay shall be two (2) hours per day.
 - b. For a “normal weekend” stand-by shift, pay shall be three (3) hours per day.
 - c. For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.
 - d. When an employee is out sick, on vacation, or uses any other leave accruals, stand by pay will not be provided without prior approval.
8. Emergency Stand-by Pay for Lifeguard Employees: From time to time, emergencies occur, i.e. storms, king tides, flooding and scheduled special events, where the assistance of lifeguard personnel is necessary. During these emergencies, lifeguard employees may be required to work outside their regular schedule whereby personal time is limited. Lifeguards work schedule varies due to operational needs and day light savings making it difficult to have a set work schedule. At the discretion of the department head and approval of the City Manager, lifeguard personnel authorized to work emergency stand-by will be compensated at the following rates:
 - a. For a normal work day, this includes weekdays, pay shall be two (2) hours per day.
 - b. For a weekend, this includes Saturday and Sunday, pay shall be two (3) hours per day.
 - c. For holidays, pay shall be four (4) hours per day.
 - d. When an employee is out sick, on vacation, or uses any other leave accruals, stand by pay will not be provided without prior approval.
9. Building inspections on closed Fridays: The position of Building/Housing Inspector (I or II) and Fire Safety Inspector (I or II) may be required to work alternative 9/80 closed Fridays providing building inspections. These inspections shall be scheduled not less than 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m. The position(s) providing these inspections shall work a minimum of three (3) hours (or up to five (5) hours as warranted by the number of inspections scheduled) performing inspections or office work to earn a minimum of three (3) hours of over-time or a maximum of five (5) hours of overtime. If no inspections are requested on a 9/80 closed Friday, then no hours shall be worked. If all field inspection work is completed prior to the three-hour minimum, the employee shall have the option to work less than the three (3) hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three-hours of overtime.
10. Travel Time: If an employee is required to attend event outside of the city limits at the request of the department head, the employee’s time spent traveling to and from the event will be counted as work time. Travel time is defined as time spent driving, or as a passenger, or time spent waiting

to purchase a ticket, check baggage, or get on board. Time spent taking a break from travel in order to eat a meal, sleep, or engage in purely personal pursuits not connected with traveling or making necessary travel connections will not be counted as time worked. Any travel time in excess of the normal working hours/shift will be paid overtime if the employee works more than 40 hours in a workweek.

Private Vehicles: If an employee received prior approval for the use of their private vehicle for travel to an event outside the city limits, travel time will be computed by the following: Travel time from the employee's address on file (Post Office Box is not acceptable) to event, both directions.

Article 11.0 Sick Leave and Industrial Accident Benefits

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 Health 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 subject to these provisions, shall be authorized as follows:

1. Sick Leave Accrual for employees hired prior to July 1, 2019: Employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of 800 hours may be accumulated.
2. Sick Leave Accrual for employees hired after July 1, 2019: Employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of 600 hours may be accumulated.
3. Sick Leave Permitted: Employees may use accrued sick leave with pay for absences necessitated as follows:
 - a. Illness, including contagious disease, or injury for the first fourteen (14) days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance.
 - b. Authorized absence for medical care and/or appointments for the first fourteen (14) days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance.
 - c. Death, illness, or injury of a member of the immediate family: parent, child, spouse 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.
 - d. Bonding time after the birth or adoption of a child as specified in Section 3 below.
4. 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.

An employee who is eligible for and claims State Disability Insurance for baby bonding will not be permitted to use any accrued sick leave for bonding time after the birth or adoption of a child.

5. Evidence of Cause of Absence: An employee with cause may be required at any time to furnish satisfactory evidence substantiating the facts justifying such leave. Such evidence could include a doctor's certificate. Failure to furnish such evidence upon request shall be sufficient reason for denying leave of absence with pay.

A doctor's certificate may be required for a return to work for absences exceeding three (3) days for doctor or dentist's visits or if the employee has been exposed to a contagious disease and may still be contagious.

6. Sick Leave Payoff:

- a. Employees hired prior to July 1, 2011: Employees may not cash out accrued sick leave in excess of 800 hours.
- i. Upon retirement from CITY service: regular employees may choose between the following two options:
1. Regular employees may receive cash payment for fifty (50%) percent of up to 800 accrued sick leave hours with a maximum cash payment for no more than 400 accrued sick leave 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.
- ii. Upon separation in good standing after five (5) years of completed City service: Regular employees shall receive cash payment for fifty (50%) percent of up to 800 accrued sick leave hours with a maximum cash payment for no more than 400 accrued sick leave hours.
- 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 cash payment for fifty (50%) percent of the accrued hours of sick leave to a maximum of 400 hours.

b. Employees hired on or after July 1, 2011:

1. Employees will not be permitted to receive a cash payment for any accrued sick leave.
2. Upon retirement from City service fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.

7. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the current or latest pay rate of the employee.

Part-Time Employees:

8. 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 24 hours or 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 24 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:

9. In accordance with the Healthy Workplaces/Healthy Families Act of 2014, employees may use up to 24 hours or 3 days of paid time off for sick leave in increments of a minimum of 2 hours 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.

Implementation of the Healthy Workplaces/Healthy Families Act of 2014, as stated above, does not impact the applicability of the Kin Care law (as reflected in the City’s Personnel Rule Article VII, Section 6) that allows employees to use up to one-half (½) of the sick leave that they accrue annually to take time off to care for a sick family member.

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

10. Industrial Accident Leave: Employees on industrial accident leave shall receive up to 30 working days full pay in lieu of temporary disability payments. Should an industrial injury extend beyond 30 working days, employees may, on a pro rata basis, augment temporary disability pay with accrued sick leave, vacation or compensating time off benefits.

Article 12.0 Holiday and Vacation Benefits

1. HOLIDAYS: It is agreed that holiday benefits for each probationary and regular employee in the CITY shall be authorized as follows:
 - a. New Year’s Day January 1
 - b. Martin Luther King, Jr. Day 3rd Monday in January
 - c. Washington’s Birthday 3rd Monday in February
 - d. Cesar Chavez Day 31st of March
 - e. Memorial Day Last Monday in May

- | | |
|------------------------------|--------------------------------------|
| f. Independence Day | July 4 |
| g. Labor Day | 1 st Monday in September |
| h. Veteran’s Day | November 11 |
| i. Thanksgiving | 4 th Thursday in November |
| j. Friday after Thanksgiving | 4 th Friday in November |
| k. Christmas Eve | December 24 |
| l. Christmas Day | December 25 |
| m. New Year’s Eve | December 31 |
2. Sunday Holiday: City Hall will be closed on holidays a. through m. above. When a holiday listed herein falls on a Sunday, the following Monday shall be observed as a holiday. All City administrative offices and departments will be closed except fire suppression and lifeguard services.
 3. Saturday Holiday: When a holiday listed herein falls on a Saturday, the preceding Friday will be observed as a Holiday. All City administrative offices and departments will be closed except fire suppression and lifeguard services.
 4. Holiday Pay for Recognized City Holidays: Lifeguard employees will be paid ten (10) hours of holiday pay at the employee’s hourly rate of pay in the pay period the holiday occurred for all recognized City holidays listed above. Holiday pay shall not be considered time worked for the purposes of calculating overtime.
 5. Floating Holidays: Employees shall receive 18 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 eighteen (18) 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 nine (9) 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 four and one-half (4.5) 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 18 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. Employees using floating holiday

time before the holiday passes and subsequently leaving CITY service will be charged for such time.

6. Vacation Accrual: Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules.

7. Pay for Working on a Recognized City Holiday:

Effective June 30, 2017, employees required to work on holidays as enumerated in this agreement shall be compensated at a rate of one and one half (1 ½) times the regular rate of pay for every hour worked on all holidays worked. Pay for working on a recognized City holiday is in addition to the Holiday Pay listed in Section 4 above.

For employees that are required to work on a recognized City holiday as part of their established regular work schedule, the pay for working on a recognized City holiday will be reported to CalPERS as special compensation in the same pay period received as required by CalPERS.

8. Sections 2 and 3 shall not apply to lifeguard employees.

9. Vacation, Sick Leave, and Holiday Pay for Employees on an Alternate Work Schedule: Vacation, holiday pay, holiday closure pay, and sick leave will reflect the employee's regularly hours scheduled for the workday. For example, if an employee is scheduled for nine (9) hours on Monday and requests vacation for the day, nine (9) hours of vacation will be recorded.

10. Holidays: When a holiday falls on an employee's normal weekend, as defined in Article 10.0 section 1 & 2 of this M.O.U, the employee will receive holiday pay equivalent to a regularly scheduled workday for that employee. For example, if an employee normally works ten (10) hours on a regularly scheduled workday, the employee will receive ten (10) hours of holiday pay.

11. Effective July 1, 2017, all Full-Time Lifeguards, and effective July 1, 2018 Full-Time Tidelands Maintenance Workers that work on a recognized holiday as part of their established regular work schedule, will receive holiday credit for the total holiday hours worked, times the rate of .5 (x 0.5). If an employee's "regular work" schedule must be changed for operational or scheduling needs by the Department Head, the holiday credit will be earned if worked, after notice of such change is submitted in writing from the Department Head to the Human Resources Department & Payroll Department. An employee may not receive more than 65 hours in holiday credit each fiscal year. The holiday credit must be used within the same fiscal year earned, July 1 thru June 30, or within 90 days of Memorial Day holiday and will not accumulate year after year. The holiday credit can be taken on a day mutually agreeable to the employee and the department head based on operation needs.

12. CalPERS defines the holiday credit as a form of "compensation" for CalPERS purposes for "classic" CalPERS members. As such, any holiday credit provided to full-time classic members of the beach lifeguards will be reported to CalPERS as part of the employee's annual gross income when earned for purposes of computing the employee's and City's CalPERS contributions. Under PEPR, a holiday credit is not considered pensionable compensation for "new members" of CalPERS.

Article 13.0 Holiday Closures

1. The City will implement Holiday Closures to take effect during the otherwise normal workweek between the Actual Holidays of December 25 and January 1 only. During the Holiday Closures all City administrative offices will be closed. Full-time employees, and administrative part-time employees who have an established work schedule of 30 hours or less per week on an annual basis, who are impacted by the closure of City facilities during the Holiday Closures shall be compensated holiday pay for the observed Holiday Closures listed in #2 below.
2. Part-time employees will receive six (6) hours per day for each holiday closure. Full-Time employees will receive the regular number of hours they were normally scheduled to work on the Observed Holiday Closure Schedule listed below.
3. Employees on an Alternative Work Schedule, as defined in Article 10 of this MOU, shall only be compensated for the Holiday Closures listed in Section 4 of this Article, if the Holiday Closure falls on the employee's regular scheduled workday. The CITY will make every effort to notify employees of Holiday Closure scheduling by August 1st. In cases where decisions relating to who within a classification will work during the Holiday Closure period, seniority should not be the sole determining factor. Consideration should be given to employee preferences, equity, etc.

Observed Holiday Closure Schedule:

2019: December 26, 27 & 30
2020: December 28, 29 & 30
2021: December 27, 28, 29 & 30

Employees in lifeguard classifications and part-time Beach/Park Maintenance Workers are not eligible for holiday pay for the Holiday Closures listed in #2 above.

4. Effective MOU ratification and approval, Monday, December 23, 2019 and Thursday, January 2, 2020 will be observed as part of the holiday closure schedule section 4 above. Part-time employees, as defined by section 1 above, will receive six (6) hours per day for each observed holiday closure not to exceed twelve (12) hours. Full-time employees will receive the hours as described in section 2 above. Since, Friday, January 3, 2020 is a dark Friday based on the alternative 9/80 schedule, those employees that are scheduled to work on Friday, January 3, 2020 based on approved flexible schedule agreement, they will receive the hours as described in section 2 above. The benefit described in this section will expire on January 3, 2020.
5. Effective MOU ratification and approval, full-time lifeguards will receive twenty (20) hours of floating holiday. The twenty hours of floating holiday will expire on June 30, 2020 and will not carry over to the following fiscal year. The benefit described in this section will expire on June 30, 2020.

Article 14.0 Insurance Benefits

If the Federal Affordable Care Act (ACA), 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 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:

The CITY will provide to each full-time represented employee a Cafeteria Plan allotment to purchase benefits qualified under Section 125 of the Internal Revenue Code.

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

Effective January 1, 2020, the CITY will provide a Cafeteria Plan allotment of \$1,800 a month for a city provided medical, dental, and vision plans for all 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 \$1,850 a month for a city provided medical, dental, and vision plans for all 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 Cafeteria Plan allotment through payroll deductions.

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.

Those EMPLOYEES 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).

Employees shall not be permitted to cash out any amount as a taxable cash benefit.

2. Flexible Spending Accounts (FSA) 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 health care 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. Health Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$2,750 per plan year to pay for eligible health care expenses. Employees may receive eligible services and submit claims for reimbursement during a 15-month period, from January 1 thru March 15 of the following year. 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. Employees may receive eligible services and submit claims for reimbursement during a 15-month period from January 1 through March 15 of the following year. In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the CITY Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year. 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) and Long-Term Disability (LTD):

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 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. State Disability Insurance:

Each non-full-time employee will continue to be provided California State Disability Insurance (SDI) with the Employment Development Department (EDD).

5. Group Term Life and Accidental Death & Dismemberment Insurance:

Each employee will be provided Group Term Life and Accidental Death & Dismemberment Insurance as agreed to through negotiations.

6. Voluntary Life Insurance Program

Employees may purchase Voluntary Life Insurance at an EMPLOYEE'S own cost as an after-tax deduction.

7. Enrollment and Election:

Election under the CITY’S Cafeteria Plan Allotment 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.

8. Seasonal Employees Benefit:

Non-full-time employees may be offered health benefits in accordance with any state or federally mandated programs.

9. 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 Health Insurance Committee shall not have the authority to add to, amend, or modify this Agreement. The CITY and SEIU may reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Insurance Committee if agreed to by both parties.

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 15.0 Uniforms

Public Works Employees:

1. The CITY will provide and maintain all uniforms that are required by the CITY for Public Works designated employees. The CITY shall issue to all designated Public Work employees five (5) work uniform t-shirts, after July 1st each year.

2. The CITY will provide designated Public Works employees an amount not to exceed \$175.00 per employee per fiscal year for safety shoes. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual \$175.00 maximum.
3. The City will report to CalPERS the “monetary value” of no greater than \$230 per fiscal year per employee for the purchase, rental and/or maintenance of uniforms for designated full-time public works employees.

Lifeguard Employees:

4. The CITY shall issue all lifeguards the uniforms described in the Lifeguard Policy Manual. Lifeguards shall be responsible for cleaning and maintenance of uniforms. The CITY shall make available for lifeguard use the following: sun screen, pocket mask (CPR), extra thick rubber gloves, wet suits for winter guards, and jacket. Issued uniform items will be replaced annually if necessary due to normal wear and tear. Old uniform items must be returned prior to being replaced. Lifeguards are responsible and must replace any issued uniform item that is stolen, lost, torn or damaged due to misuse. Expected life of a jacket is three seasons. If jacket is lost, stolen, or abused the lifeguard must purchase a new one. All employees must return all uniforms to the City upon separation from City service.
5. CITY shall reimburse all lifeguards upon meeting the minimum hours worked per the Lifeguard Orientation Manual one (1) pair safety sunglasses not to exceed \$90.00 per year per employee.
6. All lifeguards shall adhere to a standard of personal grooming and appearance. Such standards shall be developed in consultation with lifeguard personnel and the UNION.
7. The City will report to CalPERS the “monetary value” of no greater than \$590 per fiscal year per employee for the purchase, rental and/or maintenance of uniforms for designated full-time public works employees.

Fire Inspector Employees:

8. For new full-time fire inspector employees, the City will purchase three (3) pairs of pants, (3) shirts and one (1) jacket and provide the uniforms to the new employees on the first day of employment. Fire inspectors shall be responsible for cleaning and maintenance of the uniforms. If the uniform is lost, stolen or abused, the fire inspector shall purchase a new one. Existing full-time employees will receive a uniform allowance in the amount of \$250.00 per fiscal year paid on a bi-weekly basis, approximately \$9.61 per pay period for the purchase, rental, and/or maintenance of uniforms.
9. The City will report to CalPERS the “monetary value” of no greater than \$250 per fiscal year per employee for the purchase, rental and/or maintenance of uniforms for designated full-time public works employees.

All Employees:

10. Uniform allowance as defined by the California Public Employees’ Retirement System (CalPERS) is a form of “compensation” for “classic” CalPERS members for CalPERS purposes only. As such, any uniform allowance or the value of uniforms for the purchase, rental and/or maintenance provided by the CITY to designated employees will be reported to CalPERS as part of the employee’s annual gross income for purposes of computing the employee’s and City’s

CalPERS contribution. This excludes items that are for personal health and safety related. Under PEPR, a uniform allowance or the value of uniforms is not considered pensionable compensation for “new members” of CalPERS.

11. EMPLOYEES must return all uniforms and protective gear prior to terminating employment with the CITY.

Article 16.0 Salaries

Full-Time Miscellaneous Employees & Full-Time Lifeguards:

Effective July 1, 2019, all Full-Time miscellaneous permanent and probationary employees and all Full-Time lifeguards permanent and probationary employees will receive a 1.5% cost of living increase.

Effective the first pay period following MOU ratification, the CITY agrees to provide a one-time \$1,000 stipend to all Full-Time miscellaneous permanent and probationary employees and all Full-Time lifeguards permanent and probationary employees.

Effective July 1, 2020, all Full-Time miscellaneous permanent and probationary employees and all Full-Time lifeguards permanent and probationary employees will receive a 1.5% cost of living increase.

The CITY agrees to provide a one-time \$1,000 stipend to all Full-Time miscellaneous permanent and probationary employees and all Full-Time lifeguards permanent and probationary employees effective May 1, 2021 (at the end of closing period 10), provided that the following City budget performance measures are achieved as set by policy:

1. Maintain 40% unassigned fund balance; and
2. Maintain 10% economic uncertainty balance; and
3. Maintain a positive net annual budget balance, i.e. Annual Budget cannot be exceeded

The CITY agrees to meet with UNION on or around April 2021 for a presentation on the City’s finances to address the second-year stipend.

All Part-Time Employees:

Effective the first pay period following MOU ratification, all active Part-Time miscellaneous employees and all active Part-Time lifeguards will receive a one-time \$250 stipend. Seasonal lifeguards will receive the stipend upon rehire.

Effective July 1, 2020, all active Part-Time miscellaneous employees and all active Part-Time lifeguards will receive a one-time \$250 stipend. Seasonal lifeguards will receive the stipend upon rehire.

Article 17.0 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. Miscellaneous Employees (Classic Member – Tier 1): The CalPERS formula for employees hired on or after May 1, 1961 through March 8, 2012, shall be 2.7% at 55 with the use of average of the employee’s highest-one-year salary.
 - b. Miscellaneous Employees (Classic Member – Tier 2): The CalPERS formula for employees hired on or after March 9, 2012 through December 31, 2012, shall be 2% at 60 with the use of average of the employee’s highest-three-year salary.
 - c. Miscellaneous Employees (PEPRA Member): The CalPERS formula for employees hired on or after January 1, 2013, shall be 2% at 62 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.
 - d. Safety Other – Lifeguard Employees (Classic Member – Tier 1): The CalPERS formula for employees hired on or after December 19, 1996 through March 8, 2012, shall be 2% at 50 with the use of average of the employee’s highest-one-year salary.
 - e. Safety Other – Lifeguard Employees (Classic Member – Tier 2): The CalPERS formula for employees hired on or after March 9, 2012 through December 31, 2012, shall be 2% at 50 with the use of average of the employee’s highest-three-year salary.
 - f. Safety Other – Lifeguard 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 will 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 provided under 414(h)(2).
 - a. Miscellaneous Employees (Classic Member – Tier 1): currently, employees/members contribute 8% of the employee rate. Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing Additional Cost of 1.8%, 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.
 - b. Miscellaneous Employees (Classic Member – Tier 2): currently, employees/members contribute 7% of the employee rate. Upon the effective date of the contract amendment

with CalPERS, members/employees will have Employee Sharing Additional Cost of 0.1%, 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.

- c. Safety Other – Lifeguard Employees (Classic Member – Tier 1): currently, employees/members contribute 9% of the employee rate. Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing Additional Cost of 3.4%, 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.
 - d. Safety Other – Lifeguard Employees (Classic Member – Tier 2): currently, employees/members contribute 9% of the employee rate. Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing Additional Cost of 2.9%, and will contribute 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. PEPRA employees/members already pay 50% of the normal cost contribution as defined by the Public Employees Pension Reform Act (PEPRA) and related Public Employees’ Retirement Law (PERL).
 4. 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% if the total Normal Rate cost shall survive the expiration of the MOU.
 5. Part-time employees: All part time employees will be enrolled in (Public Agency Retirement Services) PARS and will not pay into Social Security. Effective January 1, 2012, employees and the CITY will split the contribution equally at 3.75% each.
 6. Deferred Compensation:

The CITY will make available a 457 Deferred Compensation Program to all full-time employees.

Article 18.0 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 its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor Memorandum of Understanding.

Article 19.0 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 said M.O.U.

Article 20.0 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 21.0 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 22.0 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 M.O.U. 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 UNION, the UNION may at its option require that this M.O.U. be reviewed.

It is understood that the UNION 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 UNION in an effort to promote the improvement of personnel management and employer-employee relations.

Article 23.0 Safety Program

A City-wide Safety Program shall be developed and implemented in accordance with federal and state mandated requirements. A Safety Officer shall be appointed among management personnel to develop implement and maintain a City-wide safety awareness program.

Article 24.0 Smoking

No smoking or use of tobacco is allowed in CITY buildings, within twenty feet (20') of CITY doorways and windows, or in CITY vehicles.

Article 25.0 Educational Benefits

1. The CITY shall maintain a program providing for the partial refund of tuition and fees for all job-related classes or training. Those employees who are full-time, permanent and have completed a probationary period are eligible for a maximum of \$1,000 in tuition reimbursement per fiscal year for fees, books, and/or tuition for such classes. Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through administrative policy by City Manager. The educational benefit is designed to reimburse representative employees for fees, books, tuition, software, and valid parking fees (associated with the course only) upon conclusion of each individual course. Proof of satisfactory course completion and payment must be provided. Tuition reimbursement shall be limited to the annual budgeted amounts related to tuition costs, during the term of this agreement subject to budgetary constraints and City Council approval. The funds will be allocated on a first-come, first-serve basis.

2. The program will allow full-time, permanent employees to exceed \$1000 for tuition reimbursement provided that the department head approves a Career Plan submitted by the employee and reviewed by the Human Resources Department. Employees with an approved Career Plan must meet the following requirements:

- a) The program will begin to pay for a job-related bachelor’s degree after the employee completes their second-year anniversary with the City;
- b) The program will begin to pay for a job-related master’s degree after the employee completes their second-year anniversary and already possesses a bachelor’s degree,
- c) The program will begin to pay for a job-related associate degree, or other job-related degree of certificate after the employee completes their probationary employee;
- d) The City will grandfather those employees with an existing Career Plan as of June 30, 2019.

3. All Full-Time employees will be eligible for an education incentive upon proof of completion of a job-related degree with demonstrated benefit to the City subject to the approval by the City Manager or his/her designee as follows:

Associate Degree:	\$50.00 per year, paid on a bi-weekly basis
Bachelor’s Degree:	\$100.00 per year, paid on a bi-weekly basis
Master’s Degree:	\$200.00 per year, paid on a bi-weekly basis

4. All Part-Time employees will be eligible for an education incentive upon proof of completion of a job-related degree with demonstrated benefit to the City subject to the approval by the City Manager or his/her designee as follows:

Associate Degree: \$50.00 per year, paid the first full pay period in June each year or the first full pay period after hire date.

Bachelor’s Degree: \$100.00 per year, paid the first full pay period in June each year or the first full pay period after hire date.

Master’s Degree: \$200.00 per year, paid the first full pay period in June each year or the first full pay period after hire date.

Employees will not receive an education incentive payment for any degrees required as a minimum qualification of the position.

5. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
6. The CITY shall reimburse lifeguards whom, while at the service to the CITY, successfully complete training and receive a certificate as a San Diego County Emergency Medical Technician (EMT). Only lifeguards that have worked for the CITY at least 400 hours are eligible for EMT reimbursement. Such reimbursement may be up to, but shall not exceed \$900 per eligible employee, and shall be limited to costs incurred for tuition, testing fees, books, and certification fees. Reimbursement requires prior approval of the Public Safety Director. EMT reimbursements shall not exceed \$3,600 per fiscal year, and will be paid on a first come, first serve basis. If any lifeguard who has been the recipient of the above reimbursement should leave the lifeguard service before completing three (3) seasons after being reimbursed, he/she shall refund the full reimbursement to the CITY.

Expenses for EMT certificates of renewal shall be reimbursed to Lifeguard Sergeant, Lifeguard II and Lifeguard I classifications. Reimbursement is limited to actual cost of classes, fees and books.

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

Article 26.0 Employee Assistance Program

CITY continues to implement and fund an Employee Assistance Program for all CITY employees.

Article 27.0 Labor Management Committee

The CITY and the UNION agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter, or amend this agreement. It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations.

The Committee shall be composed of the President of the UNION or his/her designee and two (2) other Employee representatives and one (1) staff representative from the UNION. In addition, the CITY shall appoint the head of the Human Resources Department or his /her designee and two (2) other management employees.

Meetings shall be held quarterly and additionally when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed. Release time will be provided to UNION representatives for the purpose of serving on the Committee.

It is the intention of the UNION to meet with CITY in the context of Labor Management Committee as soon as possible after the adoption of a new M.O.U., to discuss workload and staffing issues throughout the CITY.

Article 28.0 Term

The term of this Memorandum of Understanding (M.O.U.) shall be for a two (2) year period ending June 30, 2021. All terms of the M.O.U. shall become effective July 1, 2019, unless specifically stated otherwise.

Article 29.0 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 40 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 30.0 Payroll Policies

The CITY will strive to notify employees in advance of any change in deductions from their paychecks and make any corrections within the next pay period.

The CITY will implement a policy regarding final paycheck deductions and notify employees of these procedures.

Article 31.0 Strikes and other Concerted Activities

During the term of this MOU, it is agreed that there will be no strikes, including sympathy strikes, slowdowns, concerted stoppage of work, or sickouts.

Article 32.0 Life Insurance & Supplemental Life Insurance

- a. Effective January 1, 2016, the City shall provide all full-time Beach Lifeguards a Group Term Life and Accidental Death & Dismemberment policy of \$250,000 as described in the Certificate of Insurance with the City's established vendor.
- b. The City shall offer all full-time Beach Lifeguards the ability to apply for Voluntary Life Insurance (Supplemental Life) as described in the Certificate of Insurance with the City's established vendor.
- c. Effective January 1, 2016, retroactive, the City shall reimburse, through payroll subject to state and federal taxes, all full-time Beach Lifeguards for premiums paid by the employee up to a maximum of \$50.00 per month for a Voluntary Life Insurance policy of no more than \$250,000 for employee only. The employee must elect the Voluntary Life Insurance policy through the City's established vendor in order to be eligible for the premium reimbursement. The premium reimbursement will terminate if the employee cancels the Voluntary Life Insurance policy, or if the City's vendor cancels the policy for the employee for any reason, or if the employee is terminated from employment from the City. All Voluntary Life Insurance policies are subject to the underwriting process. The City will not reimburse employee premiums for outside vendors.

- d. In the event of state legislation providing active duty injury or death benefits for industrial injuries for Lifeguards, the City will reduce the Group Term Life and Accidental Death & Dismemberment policy for full-time Beach Lifeguards to \$50,000 and Section 3 shall be null and void.

Article 33.0 Industrial Salary Continuation

1. The City offers workers' compensation benefits to all employees as set by the law. The City provides salary continuation up to 240 hours (30 days) for full time employees of full base salary continuance for work-related injuries or illnesses while performing job duties as set by the City Industrial Injury Illness & Exposure Administrative Policy.
2. Effective January 1, 2016, for full-time Beach Lifeguards in those instances due to job-related injuries/illness where the employee's work restrictions are so extensive that: 1) modified duty is infeasible; 2) modified duty is unavailable; or 3) the employee is temporarily totally disabled, the City will provide the employee salary continuation of 105% base pay inclusive of workers' compensation insurance and other city funds. The employee salary continuation paid by the City will be paid for up to one (1) year. Employee salary continuation will terminate if the employee returns to full duty with no restrictions. The City will terminate the employee salary continuation for those employees on workers' compensation benefits after one (1) year. The City will not continue the employee salary continuation benefit if an employee separates from City employment, becomes temporarily disabled, or passes away.
3. While an employee is receiving salary continuation as described in Section 2 above, the City will continue health benefits for up to one (1) year to employee's spouse, registered domestic partner, and children under the age of 26. If the employee remarries within the year of the health continuation benefits, benefits for the former spouse will cease, and the new spouse will receive health continuation benefits. If the employee terminates the registered domestic partnership within the year of the health continuation benefits, benefits for the former domestic partner will cease, and the new register domestic partner will not receive health continuation benefits.
4. In the event of state legislation providing active duty injury or death benefits for industrial injuries for Lifeguards, the benefits within Section 2 and Section 3 shall be null and void.

Article 34.0 Paid Release Time

The CITY will allow the President of the UNION or his/her designee and two (2) other employee representatives reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:

1. Formally meeting or conferring with representative of the Labor Management Team or the SEIU authorized representatives on matters within the scope of representation.
2. Testifying or appearing as the designated representative of the employee organization in hearings or proceedings before a board or agent, in matters relating to a charge filed by the employee against the City or the City against the employee.
3. Testifying or appearing as the designated representative of the employee in matters before the personnel board or hearing officer.

Article 35.0 California Minimum Wage

The CITY will comply with California Senate Bill 3 (SB 3) and continuously monitor the City's salary schedule to make sure classifications are compensated in accordance with the Bill. Retro pays will be considered as necessary under the Bill.

Article 36 Unpaid Union Leave

The City may grant an employee up to four (4) weeks of unpaid leave to perform service with the Union. This leave must be requested from Human Resources and approved by the City Manager. Approval of the request for unpaid leave will depend on the operational needs of the City and attendant costs associated with the leave. Requests for this leave shall not be unreasonably denied.

Article 37 Orientation Meetings

In order to carry out the legislative intent and to implement the provisions of AB 119, the City of Imperial Beach and SEIU Local 221, agree to the following terms:

I. In Person Orientation Meetings

- A. The City agrees to provide 10-days advanced notice to SEIU of the date on which the City will hold the orientation for each newly hired employee covered by this Agreement unless a shorter notice is necessitated by an urgent need to onboard an employee in which case notice will be provided as soon as possible in advance of orientation. Orientations for newly hired employees are held during regular working hours and onsite without loss in compensation.
- B. As part of the new employee's in-person orientation meeting, upon request of SEIU, one designated SEIU representative will be provided the opportunity to meet with the individual employees for up to 30-minutes and for one-hour (1) when orientations are provided in a group setting, at the end of their orientation meeting without loss in compensation. At SEIU's option, such communications between the SEIU representative and the new employee may be done outside the presence of City management.
- C. Union designee(s), including, but not limited to, Authorized Union representative(s), officers, stewards, and members, shall conduct the meetings covered under this Agreement. The City will grant release time without loss in compensation for one employee to serve as a union designee for purposes of the meeting with the new employee.

II. Annual Training

- A. Annually, represented employees shall have the right to attend one in-person one (1) hour training conducted by the Union to familiarize represented employees with the terms of this Agreement and discuss other labor relations issues during regular working hours and onsite. The City agrees to release employees without loss in compensation to attend the training. The trainings shall be scheduled in such a manner that will not cause a disruption to operations, including, for example, staggering release time for employees to attend a training. At least one

employee shall be granted one hour of release time without loss in compensation as a Union designee to conduct the training on behalf of the Union and an additional hour of release time without loss in compensation for travel and set-up.

III. Employee Information

- A. The City shall provide the Union with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City, and home address of any newly hired employee within 30 days of the date of hire or by the first period of the month following hire, and the City shall also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days. At the Union’s request, the information provided under this section will be provided in malleable electronic format.

IV. Notice of Newly Hired Employee(s)

- A. The City shall provide the Union Designees an electronic list of expected participant(s) at least ten days in advance of the orientation meeting, the list of expected participant(s) shall include the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the City and home address.

V. Neutrality

- A. The City representatives shall be absent from the room during any sessions, meeting, trainings, conducted by the Union, with newly hired employees, unless mutually agreed by both parties.
- B. The City shall not deter or discourage employees covered by this Agreement, or applicants for positions covered by this Agreement, from becoming or remaining members of an employee organization, or from authorizing representation by an employee organization, or from authorizing dues or fee deductions to an employee organization. The City shall not schedule any activity in connection with orientation that occurs at the same time as the Union’s meeting with a newly hired employee.

VI. Facility and Resource Access

- A. The Union shall have the right to access and use the City’s facilities and audio-visual equipment to conduct the meeting with newly hired employees.

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IN WITNESS WHEREOF, the parties hereto have executed this M.O.U. on the __th day of _____ 2019.

CITY OF IMPERIAL BEACH

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221

Andy Hall
City Manager

Michael Murphy
Imperial Beach SEIU 221 President

Steve Dush
Assistant City Manager

Jesus Gonzalez
Imperial Beach SEIU 221 Vice President

Erika N. Cortez
Deputy City Manager

Kristine Wiesmann
Imperial Beach SEIU 221 Secretary

Crystal Celis
Imperial Beach SEIU 221 Member

David Garcias
SEIU 221 Lead Negotiator