



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, 2015 – June 30, 2016

FINAL

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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 one-year (1) period commencing July 1, 2015 through June 30, 2016.

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 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.

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. 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.

During the term of this MOU, at a time determined by the City to be administratively convenient, the FLSA work cycle will be changed from a 24 day work cycle to a 28 day work cycle. At that time, the FLSA overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) and paid for all hours worked over 212 hours in the CITY's twenty-eight (28) day work cycle. Paid sick leave, Labor Code 4850 leave, disability and military leave will not be included as hours worked for purposes of calculating overtime. 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-eight (28) 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 be paid from the first day of the pay period in which the anniversary occurs.
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 top step rate for the position being filled. This will not apply to force-backs. Example- a Captain filling an Engineer's position will be paid 1.5 pay for hours worked at the Engineer's top step rate. Captains cannot fill Firefighter/Paramedic vacancies unless they are a currently licensed

paramedic. Engineers/Paramedics working as Firefighter/Paramedics will be paid at the Firefighter/Paramedic top step rate.

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.
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: Employees are permitted to use up to 132 hours of sick leave for bonding time after the birth or adoption of a child, in accordance with Federal or State laws, provided that the employee maintains a minimum sick leave balance of 60 sick leave hours after the use of the sick leave for bonding time.
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.

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

$$\frac{\text{Firefighter's workweek} \times 100 \text{ hours per year}}{40}$$

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

3. VACATION TIME-SELLING: Firefighter personnel may sell back accumulated vacation at a maximum of 112 hours per fiscal year at the employee's current rate when the vacation is sold back. A minimum of 112 hours must remain available as of assessment date. The request for sell back payment date is to be coordinated with the maximum balance assessment date.

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, or an Associate degree	\$50.00 per year
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Bachelor's degree	\$100.00 per year
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Master's degree	\$200.00 per year
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Employees will not receive an education incentive payment for any degrees or certificates required as a minimum qualification of the position. These payments will occur in the first full payperiod in June each year. The fire officer stipend can be combined with the degree stipend, but two degree stipends cannot be combined.

For employees that are classic members (as defined by PEPRA), the City will report the education incentive to CalPERS in the payperiod the incentive is provided to the employee. For employees considered new members (as defined by PEPRA), the education incentive will not be reported to CalPERS as special compensation in accordance with PEPRA.

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), 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 and 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 sideletter to this MOU amending health benefits from January 1, 2015, through June 30, 2015, will be extended to be effective July 1, 2015 through December 31, 2015. Effective January 1, 2016, the maximum Cafeteria Plan Allotment the CITY pays toward the cost of health insurance coverage or the purchase of other qualified benefits is as follows:

Employee Only enrolled in City medical plan-	\$800.00 per month
Employee + 1 enrolled in City medical plan-	\$1050.00 per month

Employee + Family enrolled in City medical plan- \$1350.00 per month

The EMPLOYEE, through payroll deductions, will pay any premium cost in excess of the Cafeteria Plan Allotment. The Cafeteria Plan is effective the first of the month following hire and upon health benefits effective date. The Cafeteria Plan terminates the last day of the month upon separation.

Represented full-time employees will be eligible to participate in any CITY sponsored group dental plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions. An EMPLOYEE who elects to be covered under the CITY's medical health insurance plan, must select single employee coverage under one of the CITY's dental care provider. This selection will ensure that no Third Party Administrator (TPA) administrative costs are associated with EMPLOYEE's participation as described under Section 3, Subpart C of this Article.

Represented full-time employees will be eligible to participate in any CITY sponsored group vision plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions. Vision election is option for EMPLOYEE and their dependents.

Employees hired prior to July 1, 2011 who have remaining Cafeteria Plan Allotment money, or who elect not to be covered under the City's health insurance plans, may cash out as a taxable cash benefit up to a maximum of \$200 per month. Employees may not receive more than \$200 per month as a taxable cash benefit under any circumstances.

Employees hired after July 1, 2011, who have remaining Cafeteria Plan allotment money, or who elect not to be covered under the City's health insurance plans, may cash out as a taxable cash benefit up to a maximum of \$150 per month. Employees may not receive more than \$150 per month under any circumstances as a taxable cash benefit.

Employees hired after July 1, 2015, shall not be permitted to cash out any amount as a taxable cash benefit.

Those EMPLOYEEES who elect not to be covered under the CITY's medical health insurance plan must demonstrate proof of alternative medical and dental 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. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax:

All payroll deductions for health, and dental care and vision are treated by the CITY on a pre-tax basis in order for the CITY to meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued. In the event that the total cost of benefits exceeds the allowance, the difference shall be deducted from the EMPLOYEE's salary as a salary reduction. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the EMPLOYEE as taxable income.

3. 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 Services 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 \$2,550 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. 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.

d. Employees must enroll in a City medical plan in order to use any Cafeteria Plan Allotments for the Health Care FSA or the Dependent Care FSA. Employees electing not to enroll in a City medical plan can contribute to the Health Care FSA or the Dependent Care FSA as pre-tax salary reductions.

4. 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.

5. 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.

6. 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 \$700 per fiscal year paid in a separate check the first full payperiod after July 1st each year 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.

SAFER grant firefighters are not eligible to receive a uniform allowance.

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 one (1) year period commencing July 1, 2015, and ending June 30, 2016. This M.O.U. shall remain in effect and shall not expire prior to June 30, 2016.

Article 19.0 Salaries

Effective January 1, 2016, full time probationary and permanent employees will receive a two (2) percent salary adjustment.

SAFER grant temporary employee are not eligible for this salary adjustment.

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. Report of Employer Paid Member Contribution (EPMC): CITY agrees by resolution only to report the employer's value of EPMC in accordance with established rules and regulations set for by the CalPERS and under Government Code Section 20636 (c). Annual reporting of the EPMC by resolution only is subject to annual review and economic analysis by CITY of CITY's financial condition. 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.
2. CalPERS Retirement Formulas and Employee Contributions:
 - a. Classic employees (as defined by PEPRA) hired prior to July 1, 2011-The CITY will continue the 3% @ 50 service retirement benefit for fire public safety members. Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.
 - b. Classic employees (as defined by PEPRA) hired on or after July 1, 2011- The CalPERS formula for employees hired on or after July 1, 2011 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution.
 - c. Employees hired on or after January 1, 2013 considered new members (as defined by PEPRA)- Pursuant to PEPRA and related PERL, new members (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2.7% @ 57 retirement formula with the use of the average of the employee's highest three-year salary. All new employees/members, hired on or after January 1, 2013, will pay 50% of the normal cost contribution.

3. Cost Sharing of Employer Contribution Pursuant to Government Code section 20516: Employees defined as classic members per CalPERS and PEPR/PERL shall pay 3% of pay towards the costs of CalPERS retirement benefits. This 3% of pay is in addition to employee's paying the entire employee portion of the CalPERS retirement contribution.
4. 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 to the employees of those agencies with respect to deaths occurring after April 1, 1972, whether or not the agencies have previously elected to be subject to this section.
5. Deferred Compensation: The CITY will make available a 457 Deferred Compensation Program to all full-time employees.
6. 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 (part-time/Seasonal)
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 Smoke Free Work Environment

The CITY and Association recognize that smoking, second hand smoke and tobacco use are one of the leading causes of death and disease in the United States. As a condition of employment with the CITY, employees hired on or after July 1, 2011, must be non-smokers and remain non-smokers, and cannot use tobacco of any kind as a condition of continued employment.

Effective January 1, 2012, employees are prohibited from smoking and using tobacco of any kind while on duty.

To ensure the health and welfare of the employees, the Fire Station and Fire Department work areas shall be designated smoke free zones and tobacco-free zones.

Smoke and Tobacco Free Zones include:

Fire Station:

1. No smoking or use of tobacco permitted in any area of the Fire Station.
2. No smoking or use of tobacco is permitted within twenty (20') of open doorways, windows and apparatus bay doorways.

Fire Apparatus:

1. Smoke free zone shall follow Fire Apparatus, no smoking or use of tobacco on or within twenty feet (20') of Fire Apparatus

Fire Department Response:

1. No smoking or use of tobacco permitted during Fire Department operations at the scene of emergency responses.

Appropriate signs shall be placed in and on the Fire Station and Fire Apparatus.

Article 28.0 Employee Assistance Program

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

Article 29.0 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 30.0 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 31.0 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 32.0 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 33.0 Personal Appearance

Current and new employees shall not have visible tattoos showing during the course of the employee's assigned shift while in Class A, Class B or Class C uniforms. During workouts or physical fitness outside of the fire station, employees must wear long-sleeve shirts and are not permitted to wear a long-sleeve shirt under a Class B uniform shirt. During workouts or physical fitness inside the fire station, employees will be permitted to wear shorts and t-shirts that display visible tattoos.

Employees may wear one set of stud earrings per earlobe. The earrings shall be plain, less than ¼ inch in diameter, and cannot interfere with proper donning of Personal Protective Equipment. All other visible earrings, punches, and piercings are prohibited.

Article 34.0 Paramedic License

A classification of Captain/Paramedic will be created for Captains that maintain a Paramedic License with a base pay 5% higher than the Captain classification. A classification of Engineer/Paramedic will be created for Engineers that maintain a Paramedic License with a base pay 7.5% higher than the Engineer classification. The Firefighter Paramedic classification base pay will be increased by 11.3% and the specialty pay will be eliminated. Firefighter/Paramedics are required to retain a Paramedic License as a condition of employment with the CITY. Captains and Engineers are not required to maintain a Paramedic license as a condition of employment, but must be current with all the required continued education and quarterly training to work down as a Firefighter/Paramedic.

Article 35.0 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 36.0 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 37.0 Bi-lingual Pay Differential

When an employee possess 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

