



**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, 2015 – June 30, 2017

\* \* \* \* \*

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Exhibit “A” SEIU Recognition of Miscellaneous Service Classifications – FY 15-17

## **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, 2015, and ending June 30, 2017.

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:
  1. 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. 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. 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 immediate supervisor or superior. 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, shall be paid the first day of 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 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 \$40 per month to maintain and utilize said Certifications for the benefit of the CITY. In addition, as designated by the Public Works Director, a maximum of five (5) employees with Collection System Maintenance Grade Certification shall receive either \$20 per month for Grade 1, \$30 per month for Grade 2, \$40 per month for Grade 3, or \$50 per month 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 are encouraged to sign up for direct deposit. If the need arises to replace a payroll check for any employee that does not utilize direct deposit, the check will be reissued with the next regularly scheduled payroll distribution.

20. Notary Pay Differential: The CITY will continue to provide \$50.00 per month to employees who maintain a public notary and who are designated by the CITY as a Public Notary.

### **Article 9.0 Out-of-Classification Pay**

An employee who is assigned in writing 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.

### **Article 10.0 Hours of Work & Rest Periods**

**This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.**

1. Work Schedule: Eight (8) hours per day for not more than five (5) days per week, forty (40) hours, shall constitute a normal work schedule for employees of the CITY covered by this agreement. A schedule other than eight (8) hours per day, five (5) days per week may be established with mutual agreement by both the affected employees and management.
2. Alternative 9/80 Work Schedule: The normal work schedule for full-time employees participating in the Alternative 9/80 Work Schedule shall be ten (10) consecutive hours inclusive of a one-hour unpaid lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws (9 hours of work). In accordance with this 9/80 program, one work day (Friday) falling within each pay period will consist of nine (9) consecutive hours inclusive of a one-hour unpaid lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws (8 hours of work). 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.
3. Public Works Employees Alternate 9/80 Work Schedule: The normal work schedule for full-time employees participating in the Public Works Alternate 9/80 Work Schedule shall be nine and a half (9 ½) consecutive hours inclusive of an unpaid thirty (30) minute lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws (9 hours of work). In accordance with this 9/80 program, one work day (Friday) falling within each pay period will consist of eight and a half (8 ½) consecutive hours inclusive of an unpaid thirty (30) minute lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws (8 hours of work). 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.
4. Tidelands Division Employees Alternate 9/80 Work Schedule: The follow position classifications shall participate in the Tidelands Division Employees Alternate 9/80 work schedule:
  - Lead Maintenance Worker: 2 positions

- Maintenance Worker II: 1 position- one Maintenance Worker II already participates in the Public Work Employees Alternative 9/80 Schedule as described in section 3 above.

All of the above listed three (3) Tidelands Division classifications must participate in the Tidelands Alternative 9/80 Work Schedule. If the Tidelands Alternative 9/80 Work Schedule is eliminated, it must be eliminated for all of the above listed three (3) Tidelands Division classifications. The normal work schedule for full-time employees participating in the Tidelands Alternative 9/80 Work Schedule shall be nine and a half (9 ½) consecutive hours inclusive of an unpaid thirty (30) minute lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws (9 hours of work). In accordance with this 9/80 program, one work day (Wednesday or Friday, as assigned by the City) falling within each pay period will consist of eight and a half (8 ½) consecutive hours inclusive of an unpaid thirty (30) minute lunch period and two paid fifteen (15) minute rest periods in compliance with federal and state wage and hour laws (8 hours of work). 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 (Wednesday or Friday). Employees cannot change their regular day off. The change in schedule for the Tidelands Alternative 9/80 work schedule will be effective May 29, 2015.

The Tidelands Division schedule change from summer schedule to winter schedule, and vice versa, must coincide with the first day of a new payperiod.

5. Alternative 9/80 Schedule: All Alternative 9/80 Work Schedules must be implemented so that they do not create regularly scheduled overtime for employees. The CITY and the Union will continue to study the impact and feasibility of Alternative 9/80 Work Schedules subject to budget and operational constraints, approval of the City Council and vote of the Union membership. Ongoing implementation of an Alternative 9/80 Work Schedule is subject to review by the City of program merits subject to operational and financial impacts. Employees do not have a right to participate in an Alternative 9/80 Work Schedule. The City may modify or discontinue any Alternative 9/80 Work Schedule at any time subject to meet and confer.
6. Sections 1, 2, 3, 4, and 5 do not apply to the lifeguard employees' work schedule. A schedule for lifeguard employees shall be developed and implemented by the Marine Safety Captain.
7. 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.
8. 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. 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 at one and one-half (1 ½) the employee's permanent established hourly salary

rate. 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.

7. 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.
8. Stand-by Pay: 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. 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 (Saturday or Sunday), 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.
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 an out-of-town event 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 will be paid overtime if the employee works more than 40 hours in a workweek.
11. As requested by the UNION, the City will study the feasibility of an alternative 4/10 work schedule. An alternative schedule may be established with mutual agreement by both the affected employees and management.

#### **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: Effective July 1, 2011, 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 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.
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 44 sick leave hours after the use of the sick leave for bonding time.

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.

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4. 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.

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5. 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:

6. 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:

7. 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.

8. 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 | 3 <sup>rd</sup> Monday in January    |
| c. Washington’s Birthday       | 3 <sup>rd</sup> Monday in February   |
| d. Cesar Chavez Day            | 31 <sup>st</sup> of March            |
| e. Memorial Day                | Last Monday in May                   |
| f. Independence Day            | July 4                               |
| g. Labor Day                   | 1 <sup>st</sup> Monday in September  |
| h. Veteran’s Day               | November 11                          |
| i. Thanksgiving                | 4 <sup>th</sup> Thursday in November |
| j. Friday after Thanksgiving   | 4 <sup>th</sup> Friday in November   |
| k. Christmas Eve               | December 24                          |
- (One-full day preceding Christmas except when Christmas falls on Sunday or Monday in which case the holiday will be on the Friday preceding)

- |    |   |             |
|----|---|-------------|
| 1. | l. Christmas Day  | December 25 |
|    | m. New Year’s Eve<br>(One-full day preceding New Year’s Day except when New Year’s Day falls on Sunday or Monday in which case the holiday will be on the Friday preceding) | 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: Miscellaneous employees will be paid eight (8) hours of holiday pay at the employee’s hourly rate of pay in the payperiod the holiday occurred for all recognized City holidays listed above. Lifeguard employees will be paid ten (10) hours of holiday pay at the employee’s hourly rate of pay in the payperiod the holiday occurred for all recognized City holidays listed above. Holiday pay shall not be considered time worked for the purposes of calculating overtime. Effective the first full payperiod after City Council approval of this MOU, any employee with existing Holiday Bank accruals will be compensated for all Holiday Bank hours at the employee’s current hourly rate of pay, and the Holiday Bank will be eliminated.
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:
- A. Effective July 1, 2015, an employee required to work on a holiday as enumerated in this agreement shall be compensated as follows:
1. For the first six (6) holidays in a fiscal year (July 1- June 30) that an employee is required to work, the employee will be compensated at a rate of two (2) times the regular rate of pay for every hour worked. Pay for working on a recognized City holiday is in addition to the Holiday Pay listed in Section 4 above.
  2. After an employee has worked six (6) holidays in a fiscal year, if an employee is required to work any additional holidays in that fiscal year, the employee will be compensated at a rate of one and one half (1 ½) times the regular rate of pay for every hour worked. Pay for working on a recognized City holiday is in addition to the Holiday Pay listed in Section 4 above.
- B. 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 payperiod received as required by CalPERS.

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

### **Article 13.0 Holiday Closures**

Effective the first full payperiod after City Council approval of this MOU, the Holiday Furlough Program will terminate, and Article 13 Holiday Furlough Program will be deleted from the MOU. Article 13-Holiday Closures as stated below will become effective the first full payperiod after City Council approval of this MOU.

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. Part-time employees will receive a prorated benefit based on their established work schedule.

Within 30 days of approval by City Council of this MOU, employees shall be reimbursed the payroll deductions already implemented for the Holiday Furlough Program for 2015.

2. The CITY will make every effort to notify employees of Holiday Closure scheduling by August 1<sup>st</sup>. 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:

2015: December 28, 29 & 30  
2016: December 27, 28 & 29  
2017: December 26, 27, 28 & 29

3. Employees in lifeguard classifications and beach maintenance workers are not eligible for holiday pay for the Holiday Closures listed in #2 above.

#### **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 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. 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:

Effective January 1, 2016:

Employee Only enrolled in City medical plan-	\$900 per month
Employee +1 enrolled in City medical plan-	\$1,050 per month
Employee + Family enrolled in City medical plan-	\$1,350 per month

Effective January 1, 2017:

Employee Only enrolled in City medical plan-	\$900 per month
Employee +1 enrolled in City medical plan-	\$1,100 per month
Employee + Family enrolled in City medical plan-	\$1,420 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 of 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 optional for EMPLOYEE and their dependents.

**Employees hired prior to July 1, 2011:**

From July 1, 2015 through December 31, 2015, EMPLOYEES who elect not to be covered under the CITY'S medical health insurance plan, may cash out as a taxable cash benefit a maximum of \$400 per month. Those EMPLOYEES 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 coverage).

Effective January 1, 2016, employees who elect to be covered under the City's health insurance plans and 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 \$300 per month. Employees may not receive more than \$300 per month as a taxable cash benefit under any circumstances.

Effective January 1, 2017, employee who elect to be covered under the City's health insurance plans and 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 from July 1, 2011 to June 30, 2015:**

From July 1, 2015 through December 31, 2015, employees who elect to be covered under the City's health insurance plans and who have remaining Cafeteria Plan Allotment money may cash out as a taxable cash benefit a maximum of \$400 per month. Employees may not receive more than \$400 per month as a taxable cash benefit under any circumstances.

From July 1, 2015 through December 31, 2015, employees who elect not to be covered under the CITY'S medical health insurance plan may cash out as a taxable cash benefit a maximum of \$150 per month. Employees may not receive more than \$150 per month as a taxable cash benefit under any circumstances.

Effective January 1, 2016, employees who elect to be covered under the City's health insurance plans and have remaining Cafeteria Plan Allotment money may cash out as a taxable cash benefit a maximum of \$300 per month. Employees may not receive more than \$300 per month as a taxable cash benefit under any circumstances.

Effective January 1, 2016, employees who elect not to be covered under the CITY'S medical health insurance plan may cash out as a taxable cash benefit a maximum of \$100 per month. Employees may not receive more than \$100 per month as a taxable cash benefit under any circumstances.

Effective January 1, 2017, employees who elect to be covered under the City's health insurance plans and have remaining Cafeteria Plan Allotment money may cash out as taxable cash benefit a maximum of \$200 per month. Employees may not receive more than \$200 per month as a taxable cash benefit under any circumstances.

Effective January 1, 2017, employees who elect not to be covered under the City’s health insurance plans may cash out as a taxable cash benefit a maximum of \$50 per month. Employees may not receive more than \$50 per month as a taxable cash benefit under any circumstances.

**Employees hired after July 1, 2015:**

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

Those EMPLOYEES 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 coverage).

2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax: All payroll deductions for health, 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 to the EMPLOYEE as taxable income.
3. 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 \$2,550 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.

- d. Employees must enroll in a City medical plan in order to use any Cafeteria Plan Allotments for 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) 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.

5. State Disability Insurance:

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

6. 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.

7. Voluntary Life Insurance Program

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

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8. Enrollment and Election:

Election under the CITY'S Cafeteria Benefit 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.

9. Seasonal Employees Benefit:

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

10. 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 1<sup>st</sup> 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.

Lifeguard Employees:

- 3. 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 gloves (rubber), 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.

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.

All lifeguards shall adhere to a standard of personal grooming and appearance. Such standards shall be developed in consultation with lifeguard personnel.

Fire Inspector Employees:

4. 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 in a separate check the first full payperiod after July 1<sup>st</sup> each year for the purchase, rental, and/or maintenance of uniforms.

All Employees:

5. 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.
6. EMPLOYEES must return all uniforms and protective gear prior to terminating employment with the CITY.

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**Article 16.0 Salaries**

1. Employees shall receive the following salary increases:

- a. Miscellaneous Employees:

No cost of living salary adjustments or salary increases shall be provided in Fiscal Year 2015.

Effective July 1, 2016, all permanent employees will receive a 2% cost of living salary adjustment applied to all classifications.

b. Lifeguards:

Effective July 1, 2015, all full-time lifeguards will receive a 1.5% salary adjustment.

Effective July 1, 2016, all lifeguards will receive a 2% cost of living salary adjustment applied to all classifications.

**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. For employees hired prior to March 9, 2012:

a. Employee Contributions:

1. Miscellaneous Employees: Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution.

2. Lifeguard Employees: Effective July 1, 2012, employees shall pay the entire employee portion of the CalPERS retirement contribution.

b. Retirement Formulas: The CITY will continue to provide the following CalPERS retirement benefit for employees:

1. Miscellaneous Employees: The CITY shall provide CalPERS 2.7% at 55 retirement.

2. Lifeguards: The CITY shall provide full-time lifeguards CalPERS 2% at 50 retirement.

2. Full-time Employees hired on or after March 9, 2012 thru December 31, 2012:

a. Miscellaneous: 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 the average of the employee’s highest-three-year-salary. Employees shall pay the entire portion of the CalPERS retirement contribution.

b. Lifeguards: 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 the average of the employee’s highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution.

3. Employees hired on or after January 1, 2013: Pursuant to the Public Employees Pension Reform Act (PEPRA) and related Public Employees’ Retirement Law (PERL), new employees (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2% @ 62 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.

4. 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.

5. 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. The funds will be allocated on a first-come, first-serve basis.

Employees may exceed \$1,000 in the fiscal year by submitting a “Career Plan” to the Human Resources Manager for the City Manager’s approval. An employee’s Career Plan must be approved prior to submission of documentation for reimbursement. The course completion and proof of payment related to the Career Plan courses must be submitted to the Human Resources Manager by May 30<sup>th</sup>.

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All 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
Bachelor’s Degree:	\$100.00 per year
Master’s Degree:	\$200.00 per year

Employees will not receive an education incentive payment for any degrees required as a minimum qualification of the position. Employees will be paid the education incentive in the first full payperiod in June each year.

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.

2. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
3. 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.

4. 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.

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#### **Article 27.0 Service Fee**

##### **I. Implementation**

City of Imperial Beach shall cause the City Auditor to deduct a bi-weekly “Service fee” from the pay warrants of those employees in SEIU Local 221 – represented Bargaining Units who fail to become UNION members within thirty days of employment with the CITY or who terminate UNION membership during CITY employment. Such fee shall be the equivalent to a Fair Share Fee (proportionate share of the Union’s cost of legally authorized representational services) as determined yearly by a CPA. Remittance of the aggregate amount of all dues, fees and other proper deductions made from salaries of employees covered hereunder shall be made to the UNION by the CITY.

- A. UNION agrees to keep an adequate itemized record of its financial transactions and shall make available annually to the CITY, within sixty days after the end of its fiscal year, a written financial statement in the form of a balance sheet and an operating statement certified as to accuracy by the SEIU Local 221221 President and a Certified Public Accountant.
- B. Union further agrees to hold such disputed fees in their entirety in an escrow account to be maintained at the San Diego County Credit Union, 555 Mildred Street, San Diego, California pending resolution of the dispute pursuant to the Service Fee Complaint Procedure.
- C. Hold Harmless: The UNION hereby agrees to indemnify and hold the CITY harmless from any and all liability arising out of such Service Fees pursuant to this Agreement.

## **II. Service Fee Complaint Procedure**

- A. This Complaint Procedure shall be utilized solely to resolve disputes arising out of the deduction of Service fee by the CITY pursuant to a negotiated agreement.
  - 1. Issues subject to this complaint shall be limited to the following:
    - a. That a portion of the Service Fee deduction is being utilized for non-representation activities.
    - b. That the non-member is a member of a bona-fide religion, body or sect which has historically held a conscientious objections to joining or financially supporting public employee organizations.

In the event that it is determined pursuant to this procedure that such non-member is a member of a religion or body pursuant to this Section, he or she may designate a charitable fund exempt from taxation under Section 501, Paragraph C, Subsection 3 of the Internal Revenue Code chosen from the following:

Muscular Dystrophy  
United Way  
American Cancer Society  
American Red Cross

CITY agrees to Cause Auditor to deduct and to remit fees so designated in behalf of one of the above charitable organizations to said organization.

- B. Any non-member employee who objects to the deduction of the Service Fee by the CITY shall file a complaint with the Union. The complaint shall be in writing and shall specify the reason(s) for the objection to the deduction. The complaint need not be formal, but shall clearly state the basis for the objection.
  - 1. Any employee who objects to the deduction of the Service Fee shall forward his or her written complaint to the UNION within forty-five (45) calendar days after the fee is initially deducted.
  - 2. Upon receipt of the written complaint, UNION shall place the entire Service Fee Deduction into escrow pending resolution of the dispute, and shall request a list of arbitrators from the State conciliation Service or the American Arbitration Union.

- C. Informal Mediation: Notwithstanding Step B, Subsection 2, above, either the UNION or the complainant may request the services of a State Conciliation mediator in a preliminary effort to resolve the dispute prior to arbitration. Following such non-binding informal advisory mediation, if either complainant or UNION is dissatisfied, either party may request arbitration.
- D. Selection of Arbitrator: The arbitrator shall be selected by mutual agreement between the SEIU Local 221221 and the grievant or his/her representative. If the UNION and the grievant or his her representative are unable to agree on the selection of an arbitrator, they shall jointly request the Sate Mediation and Conciliation Service to submit a list of (5) qualified arbitrators. The UNION and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
1. Date for Complaint Hearing - - The UNION shall contact the selected Arbitrator within ten (10) calendar days from the date of the completion of the Mediation process, or in the event that Mediation is not utilized, within (10) working days of receipt of the complaint. Upon confirmation by the Arbitrator, the UNION will forthwith contact the complainant by certified mail indicating the date, time and place of the complaint hearing.
- E. Payments of Costs: In the event that the UNION prevails in said arbitration, the cost of arbitration shall be shared equally between the UNION and complainant. Should complainant prevail, UNION shall pay the entire cost of the arbitration.
- F. Effect of Arbitrator’s Decision: The decision of the arbitrator shall be final and binding. Upon receipt of arbitrator’s decision, fees being held in escrow shall be disbursed by the UNION in accordance with said decision. In the event that the UNION prevails, the CITY shall continue to deduct the service fees and to remit then to the UNION as determined by the arbitration.

## **Article 28.0 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 29.0 Term**

The term of this Memorandum of Understanding (M.O.U.) shall be for a two (2) year period ending June 30, 2017. All terms of the M.O.U. shall become effective July 1, 2015, unless specifically stated otherwise.

**Article 30.0 Catastrophic Leave**

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, sick leave or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 20 hours of sick leave, and up to a combined total of 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 31.0 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 32.0 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 33.0 Holiday Pay Program for Part-Time Employees**

In an effort to minimize the financial impact of the non-paid holidays of December 24th, 25th, 31st and January 1st on part-time employees who have an established work schedule of 30 hours or less on an annual basis and who are impacted by the closure of City facilities during those holidays, the employees shall have the option of having their bi-weekly pay reduced by an amount sufficient enough to pay for the holidays. The adjustment will commence upon the first full pay period of the calendar year. Employees may also opt to join the reduction after the start of the year and have an adjusted amount deducted; sufficient to pay for the holidays, allowing them to catch up with amount needed. The reduction will continue until reduced or discontinued by the parties and will have no impact on employee benefits to the extent permitted by law. Participating employees may have the option to opt-out one time per calendar year. Employees opting out mid-calendar year will receive the accumulated contributions in the next regular pay period. Employees that withdraw mid-calendar year may not participate in the program for the rest of that calendar year. Employees choosing to participate in this Part-Time Employee Holiday Pay Program must participate in all four holidays listed above. Employees in lifeguard classifications and beach maintenance workers, are not eligible to participate in this Part-Time Employee Holiday Pay Program.

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IN WITNESS WHEREOF, the parties hereto have executed this M.O.U. on the \_\_th day of \_\_\_\_\_ 2015.

**CITY OF IMPERIAL BEACH**

**SERVICE EMPLOYEES**  
**INTERNATIONAL UNION, LOCAL 221**

\_\_\_\_\_  
**Andy Hall**  
**City Manager**

\_\_\_\_\_  
**David Garcias**  
**President**  
**SEIU, Local 221**

\_\_\_\_\_  
**Erika N. Cortez**  
**Human Resources Manager**

\_\_\_\_\_  
**Mike Murphy**  
**Imperial Beach SEIU President**

\_\_\_\_\_  
**Jessica Falk Michelli**  
**Deputy City Attorney**

\_\_\_\_\_  
**Jesus Gonzalez**  
**Imperial Beach SEIU Vice President**

\_\_\_\_\_  
**Art Ayala**  
**Imperial Beach SEIU Treasurer**