

RESOLUTION NO. 2016-7723

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AND ADOPTING THE SIDELETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 221

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, "City") are governed by California Government Code section 3500 through 3511, known as the Meyers-Milias-Brown Act; and

WHEREAS, the Service Employees International Union, Local 221 (SEIU) is the exclusive bargaining agent and representative of the City's Miscellaneous Classified Service; and

WHEREAS, the City and SEIU entered into a two-year MOU effective July 1, 2015 through June 30, 2017; and

WHEREAS, the City's Labor Negotiation Team met independently with representatives of the SEIU bargaining unit to meet and confer in good faith regarding the changes to the special assignment pay, holiday availability stipend, monetary value for the purchase, rental and/or maintenance of uniforms for full-time public works and lifeguard employees, the uniform allowance for the fire inspector, life insurance & supplemental life insurance benefits, industrial salary continuation, and the educational incentive; and

WHEREAS, the parties agree to make changes to the special assignment pay, holiday availability stipend, monetary value for the purchase, rental and/or maintenance of uniforms for full-time public works and lifeguard employees, the uniform allowance for the fire inspector, life insurance & supplemental life insurance benefits, industrial salary continuation, and the educational incentive, and desire to amend the current MOU with the City and SEIU; and

WHEREAS, these agreements shall serve as a Sideletter of Agreement to the MOU with the City and SEIU for July 1, 2015 through June 30, 2017; and

WHEREAS, except as amended by the Sideletter of Agreement, all other terms and conditions of the MOU between the City and SEIU from July 1, 2015 through June 30, 2017 shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial Beach as follows:

1. The above recitals are true and correct.
2. The City Council hereby approves and adopts the Sideletter of Agreement to the MOU between the City and SEIU resulting from the meet and confer process with this labor union group.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Imperial Beach at its meeting held on the 20th day of July 2016, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

SERGE DEDINA, MAYOR

ATTEST:

JACQUELINE M. HALD, MMC
CITY CLERK

**SIDE LETTER OF AGREEMENT
between the City of Imperial Beach
and Service Employees International Union (SEIU) Local 221**

WHEREAS, Employer-Employee Relations for the City of Imperial Beach (hereinafter, “City”) are governed by California Government Code section 3500 through 3511, known as the Meyers-Miliias-Brown Act (“MMBA”); and

WHEREAS, the Service Employees International Union, Local 221 (“SEIU”) is the exclusive bargaining agent and representative of the City’s Miscellaneous Classified Service; and

WHEREAS, the City and SEIU entered into a Memorandum of Understanding (“MOU”) effective July 1, 2015 through June 30, 2017; and

WHEREAS, the parties met and conferred in good faith regarding the holiday availability stipend for full-time Beach Lifeguards, uniform value for full-time designated Public Works and Beach Lifeguard employees, life insurance benefits for full-time Beach Lifeguards, and the industrial salary continuation for full-time Beach Lifeguards.

WHEREAS, the parties agree to changes regarding the subject matters contained herein and desire to amend the current MOU; and

WHEREAS, this agreement shall serve as a Side Letter Agreement to the MOU for July 1, 2015 through June 30, 2017.

NOW THEREFORE, the City and SEIU mutually agree as follows:

- 1) The following language will be added to MOU Article 8.0 “General Provisions”:

21. Special Assignment Pay: As designated by the Marine Safety Department Head, when a Beach Lifeguard I or a Beach Lifeguard II is designated to coordinate all the activities of the City’s Junior Lifeguard Program, he/she shall receive \$4.75 an hour in addition to the employee regular base salary. The special assignment pay is subject to taxes and pension reporting. The special assignment pay will be provided between the months of January 1st and August 31st, or as soon as the Marine Safety Department Head makes a recommendation to start or end the special assignment pay between January 1st and August 31st. Only one (1) employee per year may receive the special assignment pay. The special assignment pay will cease if the City’s Junior Lifeguard Program ends.

- 2) The following language will be added to MOU Article 12.0 “Holiday and Vacation Benefits”:

9. Holiday Availability Stipend: Effective July 1, 2016, after working six (6) of the holidays listed in Section 1 above in the same fiscal year, full-time Beach Lifeguards will receive the following holiday availability stipend starting with the seventh (7th) holiday worked, and for each one holiday worked thereafter in that fiscal year (July 1 thru June 30):
- a. \$115 for each holiday worked for the Beach Lifeguard II.
 - b. \$155 for each holiday worked for the Beach Lifeguard Sergeant.

The Holiday Availability Stipend will be retroactive pay for those full-time Beach Lifeguards that already worked six (6) holidays listed in Section 1 above effective July 1, 2016 up to when this Sideletter is approved.

The Holiday Availability Stipend is in addition to the Holiday Pay listed in Section 4 above, and the Pay for Working on a Recognized City Holiday listed in Section 7 above.

CalPERS defines the Holiday Availability Stipend as a form of "compensation" for CalPERS purposes for "classic" CalPERS members. As such, any Holiday Availability Stipend paid to full-time classic member beach lifeguards 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 contributions. Under PEPR, a Holiday Availability Stipend is not considered pensionable compensation for "new members" of CalPERS.

- 3) The following language will be added to MOU Article 15.0 "Uniforms":

Public Works Employees:

- 1. The CITY will provide and maintain all uniforms that are required by the CITY for Public Works designated employees. The CITY shall issue to all designated Public Work employees five (5) work uniform t-shirts, after July 1st each year.
- 2. The CITY will provide designated Public Works employees an amount not to exceed \$175.00 per employee per fiscal year for safety shoes. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, within the annual \$175.00 maximum.
- 3. The City will report to CalPERS the "monetary value" of no greater than \$230 per fiscal year per employee for the purchase, rental and/or maintenance of uniforms for designated full-time public works employees.

Lifeguard Employees:

- 3- 4. The CITY shall issue all lifeguards the uniforms described in the Lifeguard Policy Manual. Lifeguards shall be responsible for cleaning and maintenance of uniforms. The CITY shall make available for lifeguard use the following: sun screen, pocket mask (CPR), extra thick 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.

5. **The City will report to CalPERS the “monetary value” of no greater than \$590 per fiscal year per employee for the purchase, rental and/or maintenance of uniforms for designated full-time Beach Lifeguard employees.**

Fire Inspector Employees:

- 4- 6 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 1st each year for the purchase, rental, and/or maintenance of uniforms. **As Commencing June 30, 2017, the annual uniform allowance in the amount of \$250.00 will be on a bi-weekly basis instead of once a year. shall be paid on a bi-weekly basis, approximately \$9.61 per pay period. The benefit will commence every July 1st.**
7. **The City will report to CalPERS the “monetary value” of no greater than \$250 per fiscal year per employee for the purchase, rental and/or maintenance of uniforms for designated full-time fire inspector employees.**

All Employees:

- 5- 8. 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 PEPRA, a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

6-9. EMPLOYEES must return all uniforms and protective gear prior to terminating employment with the CITY.

4) The following language will be added as a new MOU Article:

Article 34.0 "Life Insurance & Supplemental Life Insurance":

1. Effective January 1, 2016, the City shall provide all full-time Beach Lifeguards a Group Term Life and Accidental Death & Dismemberment policy of \$250,000 as described in the Certificate of Insurance with the City's established vendor.
2. The City shall offer all full-time Beach Lifeguards the ability to apply for Voluntary Life Insurance (Supplemental Life) as described in the Certificate of Insurance with the City's established vendor.
3. Effective January 1, 2016, retroactive, the City shall reimburse, through payroll subject to state and federal taxes, all full-time Beach Lifeguards for premiums paid by the employee up to a maximum of \$50.00 per month for a Voluntary Life Insurance policy of no more than \$250,000 for employee only. The employee must elect the Voluntary Life Insurance policy through the City's established vendor in order to be eligible for the premium reimbursement. The premium reimbursement will terminate if the employee cancels the Voluntary Life Insurance policy, or if the City's vendor cancels the policy for the employee for any reason, or if the employee is terminated from employment from the City. All Voluntary Life Insurance policies are subject to the underwriting process. The City will not reimburse employee premiums for outside vendors.
4. In the event of state legislation providing active duty injury or death benefits for industrial injuries for Lifeguards, the City will reduce the Group Term Life and Accidental Death & Dismemberment policy for full-time Beach Lifeguards to \$50,000 and Section 3 shall be null and void.

5) The following language will be added as a new MOU Article:

Article 35.0 "Industrial Salary Continuation":

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

6) The following language will be removed from the MOU Article 25.0:

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 30th.

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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 PEPPRA), 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 PEPPRA), the education incentive will not be reported to CalPERS as special compensation in accordance with PEPPRA.~~

4-67) Except as amended by this Sideletter of Agreement, all other terms and conditions of the MOU from July 1, 2015 through June 30, 2017 shall remain in full force and effect.

Executed in Imperial Beach, California by:

SEIU:

Signature on file

Michael Murphy, SEIU President

June 17 2016

DATE

City of Imperial Beach:

Signature on file

for

Andy Hall, City Manager

6/17/14
DATE