

RESOLUTION NO. 2016-7725

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, APPROVING AND ADOPTING TENTATIVE AGREEMENTS FOR A NEW MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION, LOCAL 4692

WHEREAS, the Memorandum of Understanding (MOU) between the City and the Imperial Beach Firefighters' Association (IBFA), Local 4692, expired on June 30, 2016; and

WHEREAS, the Labor Negotiation Team met and conferred with IBFA in good faith in accordance with the Meyers-Milias-Brown Act and have reached tentative agreements (TA) on the terms and conditions for a new MOU; and

WHEREAS, the Labor Negotiation Team and IBFA reached TAs for a three-year MOU from July 1, 2016 through June 30, 2019; and

WHEREAS, a new MOU is anticipated to be presented to the City Council at their regular meeting in August; and

WHEREAS, changes to the new MOU are outlined below as agreed in the TAs;

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. A new MOU for the period of July 1, 2016 through June 30, 2019 has been agreed to; and
3. Remove the "Smoke Free Work Environment" article from the MOU and incorporate in the Policy and Procedure Manual, and to include electronic cigarettes, vapors or any electronic delivery systems language to the policy; and
4. Remove the "Personal Appearance" article from the MOU and incorporate in the Policy and Procedure Manual; and
5. Add clean-up language under the retirement article; and
6. The City shall provide the following salary adjustments:
 - a. Effective July 1, 2016, 5% salary adjustment and a 3% cost of living adjustment (COLA) for a total of 8%, retroactively pay to July 1, 2016.
 - b. 3% percent COLA effective July 1, 2017.
 - c. 1% salary COLA effective July 1, 2018. The City and the Association agree to meet and confer on the 3rd year of the MOU to provide an additional 1% COLA, effective July 1, 2018, for a total of 2%, provided the following City budget performance measures are achieved:
 1. Maintain 40% unassigned fund balance; and
 2. Maintain 10% economic uncertainty balance; and
 3. Maintain a net annual budget balance, i.e. Annual Budget cannot be exceeded.
7. The City shall provide the following health benefits:
 - a. Effective January 1, 2017, the City will pay \$1,600 a month for a health flex contribution towards a city provided medical plan for all employees and their eligible dependents.
 - b. Effective January 1, 2018, the City will pay \$1,650 a month for a health flex contribution towards a city provided medical plan for all employees and their eligible dependents.

- c. Effective January 1, 2019, the City will pay \$1,700 a month for a health flex contribution towards a city provided medical plan for all employees and their eligible dependents.
 - d. Effective January 1, 2017, any type of cash-out will be eliminated.
 - e. If elected, the City will pay for employee only dental plan.
 - f. The Health Care Flexible Spending Account and the Dependent Care Flexible Spending Account will continue to be provided at employee contributions.
- 8. The City shall increase the uniform replacement allowance to \$900 a year paid bi-weekly; and
 - 9. Firefighters' will be able to sell back 112 hours of vacation twice a year with a minimum balance of 112 hours at each sell back; and
 - 10. The City and the Association agreed to pay the education incentive on a bi-weekly basis and clean-up language; and
 - 11. The City and the Association agreed on a trial schedule based on operational and service delivery concerns; and
 - 12. Add clean-up language to the paramedic license pay for Firefighter/Paramedic classification.

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

PROPOSAL #: 1

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16

Article 18.0 Term

The term of this M.O.U. shall be for a ~~two (2)~~ three (3) year period commencing July 1, ~~2016~~, and ending June 30, ~~2018~~ 2019. This M.O.U. shall remain in effect and shall not expire prior to June 30, ~~2018~~ 2019.

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature]

TENTATIVE AGREEMENT

Date 6/29/16

Signature on file

[Redacted Signature]

Date 6-29-16

Firefighters' Association

City of Imperial Beach

PROPOSAL #: 2

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16

Article 27.0 Smoke Free Work Environment

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

Effective January 1, 2012, employees are prohibited from smoking and using tobacco of any kind, including electronic cigarrattes (e-cigarrattes), vapors or any electronic delivery system, while on duty.

To ensure the health and welfare of the employees, the Fire Station and Fire Department work areas shall be designated smoke free zones and tobacco-free zones, including electronic cigarrattes (e-cigarrattes), vapors or any electronic delivery system.

Smoke and Tobacco Free Zones include:

Fire Station:

1. No smoking or use of tobacco, including electronic cigarrattes (e-cigarrattes), vapors or any electronic delivery system, permitted in any area of the Fire Station.
2. No smoking or use of tobacco is permitted within twenty (20') of open doorways, windows and apparatus bay doorways.

Fire Apparatus:

1. Smoke free zone shall follow Fire Apparatus, no smoking or use of tobacco, including electronic cigarrattes (e-cigarrattes), vapors or any electronic delivery system, on or within twenty feet (20') of Fire Apparatus

Fire Department Response:

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

Date 6/9/16

Firefighters' Association

Signature on file

[Redacted Signature]

Date 6-9-16

City of Imperial Beach

PROPOSAL #: 2

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16

1. No smoking or use of tobacco, including electronic cigarrattes (e-cigarrattes), vapors or any electronic delivery system, permitted during Fire Department operations at the scene of emergency responses.

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

The CITY and UNION agree to remove Article 27.0 Smoke Fee Work Environment from the MOU and incorporate in the Policy and Procedure Manual to include the language regarding electornic cigarrattes (e-cigarrattes), vapors or any electronic delivery systems.

The Smoke Fee Work Environment language stated above is to remain in effect while the parties are negotiating on a final Policy and Procedure Manual.

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

TENTATIVE AGREEMENT

Signature on file

Date 6/9/16

Date 6-9-16

Firefighters' Association

City of Imperial Beach

PROPOSAL #: 3

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16

Article 33.0 Personal Appearance

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

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

The CITY and UNION agree to remove Article 33.0 Personal Appearance from the MOU and incorporate in the Policy and Procedure Manual.

The Personal Appearance language stated above is to remain in effect while the parties are negotiating on a final Policy and Procedure Manual.

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

Date 5/9/16

Firefighters' Association

Signature on file

[Redacted Signature]

Date 6-9-16

City of Imperial Beach

PROPOSAL #: 4

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-20-16

Article 20.0 Retirement Benefits

Retirement benefits are subject to the Public Employees Pension Reform Act (PEPRA) and related Public Employees' Retirement Law (PERL). If there is a conflict between this MOU and requirements pursuant to PEPRA and/or PERL, PEPRA and PERL shall prevail.

1. Report of Employer Paid Member Contribution (EPMC): CITY agrees by resolution only to report the employer's value of EPMC in accordance with established rules and regulations set for by the CalPERS and under Government Code Section 20636 (c). Annual reporting of the EPMC by resolution only is subject to annual review and economic analysis by CITY of CITY's financial condition. Effective July 1, 2011, the EPMC will no longer be reported to CalPERS and will not be included in an employee's final compensation for employees.

2. CalPERS Retirement Formulas and Employee Contributions:

a. Classic employees (as defined by PEPRA) hired prior to July 1, 2011-The CITY will continue the 3% @ 50 service retirement benefit for fire public safety members. Effective July 1, 2011, employees shall pay the entire employee portion of the CalPERS retirement contribution of 9%.

b. Classic employees (as defined by PEPRA) hired on or after July 1, 2011- The CalPERS formula for employees hired on or after July 1, 2011 shall be 2% at 50 with the use of the average of the employee's highest-three-year-salary. Employees shall pay the entire employee portion of the CalPERS retirement contribution.

c. Employees hired on or after January 1, 2013 considered new members (as defined by PEPRA)- Pursuant to PEPRA and related PERL, new members (as defined by PEPRA) hired on or after January 1, 2013, will receive the 2.7% @ 57 retirement formula with the use of the average of the employee's highest three-year salary. All

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

TENTATIVE AGREEMENT

Signature on file

Date 6/20/16

Date 6-20-16

Firefighters' Association

City of Imperial Beach

PROPOSAL #: 4

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-20-16

new employees/members, hired on or after January 1, 2013, will pay 50% of the normal cost contribution.

3. Cost Sharing of Employer Contribution Pursuant to Government Code section 20516: Employees defined as classic members per CalPERS and PEPR/PERL shall pay 3% of pay towards the costs of CalPERS retirement benefits. This 3% of pay is in addition to employee's paying the entire employee portion of 9% of the CalPERS retirement contribution.

4. PERS 1957 Survivor Benefit: Pursuant to California Public Employees Retirement Law Section 21546 (1957 Survivor Allowance) (i) On and after April 1, 1972 this section shall apply to all contracting agencies and to the employees of those agencies with respect to deaths occurring after April 1, 1972, whether or not the agencies have previously elected to be subject to this section.

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

6. Part-time employees: All part time employees will be enrolled in PARS and will not pay into social security.

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

Firefighters Association

Date 6/20/16

TENTATIVE AGREEMENT

Signature on file

City of Imperial Beach

Date 6-20-16

PROPOSAL #: 5

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16; 6-20-16; 6-29-16

Article 19.0 Salaries

Effective July 1, 2016, full time probationary and permanent employees will receive a ~~six (6)~~ five (5) percent salary adjustment and a three (3) percent cost of living adjustment (COLA) for a total of eight (8) percent, retroactively pay to July 1, 2016.

Effective July 1, 2017, full time probationary and permanent employees will receive a ~~six (6)~~ three (3) percent ~~salary adjustment~~ COLA.

Effective July 1, 2018, full time probationary and permanent employees will receive a three (3) one (1) percent ~~salary adjustment.~~ COLA. The CITY and the ASSOCIATION agree to ~~a re-opener to meet and confer on the 3rd year of the MOU to provide an additional one (1) percent COLA, effective July 1, 2018, for a total of two (2) percent, with~~ provided the following City budget performance measures are achieved in place:

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

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

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

TENTATIVE AGREEMENT

Signature on file
[Redacted Signature]
Firefighters' Association

Date 7/5/16

Signature on file
[Redacted Signature]
City of Imperial Beach

Date 7/5/14

PROPOSAL #: 6

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16, 6-20-16, 6-29-16

Article 13.0 Employee Benefits

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

The CITY is required by law to administer the ACA and IRS regulations 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. Health Flex Contribution Cafeteria Plan and Allotment

Effective January 1, 2017, the CITY will pay a Health Flex Contribution of \$1,600 a month for a city provided medical plan, 100% health premium cost for all employees and their eligible dependents on a pre-tax basis to meet IRS regulations.

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F

Effective January 1, 2018, the CITY will pay a Health Flex Contribution of \$1,650 a month for a city provided medical plan for all employees and their eligible dependents on a pre-tax basis to meet IRS regulations.

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Effective January 1, 2019, the CITY will pay a Health Flex Contribution of \$1,700 a month for a city provided medical plan for all employees and their eligible dependents on a pre-tax basis to meet IRS regulations.

The employee will pay for any premiums in excess of the Health Flex Contribution through payroll deductions. Employees that elect a plan that is less than the Health Flex Contribution will not receive any taxable credit. Employees that waive insurance will not receive any taxable credit.

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature Box]

Date 6/29/16

Firefighters Association

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature Box]

Date 6-29-16

City of Imperial Beach

PROPOSAL #: 6

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16, 6-20-16, 6-29-16

The Health Flex Contribution may only be used to purchase City provided medical coverage. Employees will not be able to purchase dental, vision and flexible spending accounts utilizing the Health Flex Contribution.

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

~~The CITY will provide to each full time represented employee a Cafeteria Plan allotment to purchase benefits qualified under Section 125 of the Internal Revenue Code. The sideletter to this MOU amending health benefits from January 1, 2015, through June 30, 2015, will be extended to be effective July 1, 2015 through December 31, 2015. Effective January 1, 2017, the CITY will pay one hundred (100) percent of the cost of employee only health premiums. In addition, if the EMPLOYEE selecting employee only health coverage elects to participate in the health flexible spending account (FSA), the CITY will pay up to the maximum federal limit. For employee + 1 elections, the CITY will pay ninety (90) percent of the monthly premium and the EMPLOYEE will pay the remaining ten (10) percent of the monthly premium. For employee + family, the CITY will pay (90) percent of the monthly premium and the EMPLOYEE will pay the remaining ten (10) percent of the monthly premium. In addition, for EMPLOYEES who select employee only coverage and who choose to participate in the healthcare flexible spending account, the CITY will provide a maximum of \$1500 for this benefit.~~

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~~The EMPLOYEE, through payroll deductions, will pay any premium cost in excess of the Cafeteria Plan Allotment. The Cafeteria Plan isHealth benefits are effective the first of the month following hire and upon health benefits effective date, date. The Cafeteria PlanSection 125 Plan terminates the last day of the month upon separation.~~

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Dental election is optional for EMPLOYEE and their eligible dependents. Represented full-time employees and their dependents will be eligible to participate in any CITY sponsored provided group dental plan. ~~Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid~~

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature]

Date

6/29/16

Firefighters' Association

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

Date

6-29-16

City of Imperial Beach

PROPOSAL #: 6

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16, 6-20-16, 6-29-16

by the employee through payroll deductions on a pre-tax basis to meet IRS regulations. ~~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. The CITY will cover the cost of dental coverage for employee only who elects coverage.~~

Vision election is optional for EMPLOYEE and their eligible dependents. Represented full-time employees and their dependents will be eligible to participate in any CITY sponsored provided 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 on a pre-tax basis to meet IRS regulations. Vision election is option for EMPLOYEE and their dependents.~~

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

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

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

Effective January 1, 2017, there will be no taxable cash out benefit funds allocated for employee medical coverage.

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

TENTATIVE AGREEMENT

Signature on file

Date 6/29/16

Date 6-29-16

Firefighters' Association

City of Imperial Beach

PROPOSAL #: 6

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16, 6-20-16, 6-29-16

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 or independent insurance coverage).

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

~~2. Health, Dental and Vision Payroll Deductions Treated as Pre-Tax:~~

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

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

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

a. Healthcare FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to maximum of \$2,550 per plan year to pay for eligible healthcare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. This is a reimbursement program. Participating employees must submit

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This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file
[Redacted Signature]
Firefighters' Association

Date 6/29/16

TENTATIVE AGREEMENT

Signature on file
[Redacted Signature]
City of Imperial Beach

Date 6-29-16

PROPOSAL #: 6

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16, 6-20-16, 6-29-16

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

←--- [F]

Before the start of the FSA plan year (January 1 to December 31), represented employees may reduce their salary up to a maximum of \$5,000 per plan year to pay for eligible dependent care. ~~In no event can dependent care pre-tax dollars, whether reimbursed through FSA, the CITY Flexible Benefit Plan or a combination of both, exceed \$5,000 per calendar year.~~ Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

c. FSA Administration

←--- [F]

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

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

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

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

TENTATIVE AGREEMENT

Signature on file

Date 6/24/16

Date 6-29-16

Firefighters' Association

City of Imperial Beach

PROPOSAL #: 6

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: ~~6-9-16~~ 6-20-16, 6-29-16

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

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

5. Enrollment and Election:

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

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

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

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6. Health Insurance Committee

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature]

Firefighters' Association

Date

6/29/16

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

City of Imperial Beach

Date

6-29-16

PROPOSAL #: 6

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16; 6-20-16; 6-29-16

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

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

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature]

Firefighters Association

Date

6/24/16

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

City of Imperial Beach

Date

6-24-16

PROPOSAL #: 7

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16

Article 14.0 Uniform Replacement Allowance

Full time permanent employees will receive a uniform allowance in the amount of ~~\$700~~ \$34.62 per ~~fiscal year~~ payperiod paid with their regular checks in a separate check the first full payperiod after July 1st each year for the purchase, rental, and/or maintenance of uniforms.

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

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

For new firefighter employees, the CITY will purchase two pair of nomex uniform shirts, two pair of nomex uniform pants, and one winter jacket, and provide the uniforms to the new employees on the first day of employment. In addition, the CITY will reimburse new employees the cost of four t-shirts and two shorts within the first year of employment. The t-shirts and shorts must meet CITY uniform requirements. For employees that are classic members (as defined by PEPR), the City will report the monetary value of these uniforms to CalPERS in the payperiod the uniforms are provided to the employee, and in the payperiod the reimbursement is provided to the employee. For employee considered new members (as defined by PEPR), the monetary value of the uniforms will not be reported to CalPERS as special compensation in accordance with PEPR.

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

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

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

TENTATIVE AGREEMENT

Signature on file

Firefighters' Association

Date

6/14/16

City of Imperial Beach

Date

6-14-16

PROPOSAL #: 8

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16

Article 11.0 Holiday and Vacation Benefits

1. FLOATING HOLIDAYS:

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

- a. A new employee with a hire date in July through December will receive twenty-four (24) hours of floating holiday time in the fiscal year during which the employee is hired;
- b. A new employee with a hire date in January and February will receive twelve (12) hours of floating holiday time in the fiscal year during which the employee is hired;
- c. A new employee with a hire date in March and April will receive six (6) hours of floating holiday time in the fiscal year during which the employee is hired;
- d. A new employee with a hire date in May and June will not receive any floating holiday leave in the fiscal year during which the employee is hired.

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

- 2. VACATION ACCRUAL:** Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules.

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature]

Firefighters' Association

Date 6/9/16

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

City of Imperial Beach

Date 6-9-16

PROPOSAL #: 8

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-9-16

3. VACATION TIME-SELLING: Firefighter personnel may sell back accumulated vacation twice a year. At a maximum of 112 hours the first pay period in June and 112 hours the first pay period in December per fiscal year at the employee's current rate of pay when the vacation is sold back. A minimum of 112 hours must remain each time in the year the employee sells vacation, available as of assessment date. The request for sell back payment date is to be coordinated with the maximum balance assessment date.

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

TENTATIVE AGREEMENT

Signature on file

Firefighters' Association

Date

6/9/16

Signature on file

City of Imperial Beach

Date

6-9-16

PROPOSAL #: 9

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-20-16; 6-29-16

Article 12.0 Educational Benefits

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

2. Upon proof of completion, full-time permanent members of the ASSOCIATION that have completed a probationary period will be eligible for an educational incentive as follows:

California State Fire Marshal's Fire Officer Certificate or all the required classes as of January 1, 2016, or an Associate degree <u>weekly basis.</u>	\$50.00 per year <u>paid on a bi-</u>
Bachelor's degree <u>weekly basis.</u>	\$100.00 per year <u>paid on a bi-</u>
Master's degree <u>weekly basis.</u>	\$200.00 per year <u>paid on a bi-</u>

Employees will not receive an education incentive payment for any degrees or certificates required as a minimum qualification of the position. ~~These payments will occur in the first full payperiod in June each~~

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature]

Date

7/5/16

Firefighters' Association

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

Date

7/5/16

City of Imperial Beach

PROPOSAL #: 9

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16

DATE COUNTER PROPOSED: 6-20-16; 6-29-16

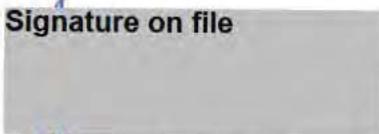
~~year.~~ The fire officer stipend can be combined with the degree stipend, but two degree stipends cannot be combined.

~~For employees that are classic members (as defined by PEPPA), 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 PEPPA), the education incentive will not be reported to CalPERS as special compensation in accordance with PEPPA.~~

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

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file



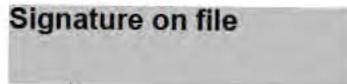
Firefighters' Association

TENTATIVE AGREEMENT

Date

7/5/16

Signature on file



City of Imperial Beach

Date

7/5/16

PROPOSAL #: 12

FIRE PROPOSAL: X

MANAGEMENT PROPOSAL: _____

DATE PROPOSED: 5-18-16 via email

DATE COUNTER PROPOSED: 6-9-16 (2)

Article 7.0 General Provisions

~~11. Trial Schedules: As discussed in our negotiations this morning, The IBFA CITY and the UNION may conduct trial schedules. would like to complete a trial of the 48/96 schedule. Pending the city's discussion and review of the schedule, as well as a following proposal regarding schedule changes in the MOU, we would like to begin the trial schedules may begin on the first day of the month following the effective date of this MOU. Following the completion of a trial, unless ended by the Chief prior due to operational and service delivery concerns, a meeting shall be held and the merits of the alternative schedule, including but not limited to the operations, logistics, training, and overall service delivery, shall be evaluated and a recommendation shall be submitted to the Chief for his/her consideration and determination to continue or conclude the alternative schedule. July 1 and commence December 31. A tentative meeting and vote would occur in November to determine the findings and outcome of the trial and any needed adjustments.~~

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This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature]

Date 6/9/16

Firefighters' Association

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

Date 6-9-16

City of Imperial Beach

PROPOSAL #: A

FIRE PROPOSAL:

MANAGEMENT PROPOSAL: X

DATE PROPOSED: 6-9-16 (2)

F

Article 34.0 Paramedic License

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

This proposal and any tentative agreement are contingent on the parties reaching agreement on a comprehensive MOU.

Signature on file

[Redacted Signature]

Date

6/9/16

Firefighters' Association

TENTATIVE AGREEMENT

Signature on file

[Redacted Signature]

Date

6-9-16

City of Imperial Beach