



**TENTATIVE AGREEMENT
FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF IMPERIAL BEACH AND
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 221
JANUARY 3, 2024**

The Memorandum of Understanding (MOU) between the City of Imperial Beach (City) and the Service Employees' International Union (SEIU), local 221, adopted by City Council Resolution No. 2021-68 covering period July 1, 2021, through June 30, 2023 (SEIU MOU 2021-23) expired on June 30, 2023.

Pursuant to the Meyer-Millas-Brown Act (MMBA) the City and SEIU commenced labor negotiations for a successor MOU with their first meeting on July 5, 2023. The City and SEIU have reached a Tentative Agreement on the deal terms for a successor SEIU MOU, which is represented by this document.

All items affecting compensation within the current SEIU MOU 2021-23 not addressed herein are proposed to remain unchanged. The following deal terms were ratified by the members of SEIU, but remain subject to formal approval/adoption by the City Council per the MMBA and specifically Government Code Section 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

Attachments 1 through 25 are herein incorporated in this exhibit.

UNION PROPOSAL 1

Modified December 4th, 2023

ARTICLE 4 - ~~RESPONSIBILITIES OF THE UNION RIGHTS~~

~~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.

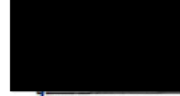
The UNION further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of all CITY services during the term of this agreement.

1 2. Bulletin Boards: CITY bulletin boards shall be provided to the UNION at City Hall, Fire Department, Public Works, **Parks and Rec** 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.

No other changes to this Article unless proposed separately.

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents. agendas, social activities, and related materials. The UNION shall be responsible to maintain the space provided.

 4/2023
Union Representative 

 12/11/23
City Representative

UNION PROPOSAL 4
Modified December 20th, 2023

The Union proposes to restructure the sections found in ARTICLE 8 – GENERAL PROVISIONS and move them to more appropriate and relevant existing, or new, articles in the Memorandum of Understanding. It is understood by both parties that the indexing may shift in the final draft to remain consistent with any and all agreed upon Tentative Agreements.

SECTION # - TOPICS	MOVE TO:
Sec. 1 – Dismissal During Probation	Article 7 Discharge or Other Disciplinary Action
Sec. 2 – Discrimination	
Sec. 3 – Personnel Folder	Article 3 Employee Rights, <i>New Sec. 2</i>
Sec. 4 – Visitation Rights	Article 4 Union Responsibilities Rights, <i>New Sec. 3</i>
Sec. 5 – Residence Location	
Sec. 6 – Supervisory Meetings	Article 10 Hours of Work, <i>New Sec. 11</i>
Sec. 7 – Training Sessions	Article 10 Hours of Work, <i>New Sec. 12</i>
Sec. 8 – New Employees	Article 37 Employee Orientation, Sec. IV <i>New B</i>
Sec. 9 – Human Resource Department	
Sec. 10 – Mileage Reimbursements	
Sec. 11 – Salary Increases	Article 16 Salaries, <i>New Sec. 2</i>
Sec. 12 – Promotion Salary	Article 16 Salaries, <i>New Sec. 3</i>
Sec. 13 – Inoculations	Article 23 Health & Safety Program, <i>New Sec. 2</i>
Sec. 14 – Outsource	
Sec. 15 – Bilingual Pay	Article 9 Out-of-Class Pay Differentials <i>New Sec. 2</i>
Sec. 16 – Skin Cancer Prevention	Article 23 Health & Safety Program, <i>New Sec. 3</i>

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12/20/2023

Date

12/20/23

City Representative

Date

Sec. 17 – Pay Differentials
– Dive Team Pay

Article 9 ~~Out-of-Class~~ Pay Differentials *New* Sec. 3
Article 9 ~~Out-of-Class~~ Pay Differentials *New* Sec. 4

Sec.18 – Ergonomics

Sec. 19 – Direct Deposits

Article 30 Payroll Policies

Sec. 20 – Notary Pay Differential

Article 9 ~~Out-of-Class~~ Pay Differentials *New* Sec. 5

Sec. 21 – Special Assignment Pay

Article 9 ~~Out-of-Class~~ Pay Differentials *New* Sec. 6

Sections highlighted yellow are to remain as part of Article 8 - General Provisions.

ARTICLE 12 – HOLIDAYS & VACATION BENEFITS

The Union proposes to separate Article 12 Holidays & Vacation Benefits into two separate articles as follows:

Article 12 – Holidays
Article 13 – Vacation Benefits

All subsequent articles will be appropriately re-numbered and indexed.

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12/20/2023
Union Representative _____ Date


12/20/23
City Representative _____ Date

UNION PROPOSAL 5
Modified November 9th, 2023

ARTICLE 8 – GENERAL CONDITIONS

11. Salary Increases:

Salary increases that are based on a known date, such as longevity pay, and step increases shall be processed ~~on the first day of the pay period following the employee's anniversary date~~ in the following manner:

If an employee's anniversary date lands within the first seven (7) days of a pay period, the step increase will be effective on the beginning of the current pay period.

If an employee's anniversary date lands on or beyond the eighth (8th) day of a pay period, the step increase will be effective on the first day of the pay period following the employee's anniversary date.

A sample of the pay period process can be found below.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					DAY 1 Beginning of the pay period	DAY 2
DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	DAY 9
DAY 10	DAY 11	DAY 12	DAY 13	DAY 14 End of the pay period		

The City will continue to monitor the payroll technologies and systems updates that may become available in order to accurately implement salary increases on the day of the employee's anniversary date. When the technology becomes available the Union and the City will meet and confer to implement the changes.

Both parties understand that this specific provision will become effective as of the ratification date of this MOU. For the purpose of this Article, 2023 increases that have already been provided to employees prior to the ratification date of this MOU will not be granted a retroactive adjustment.

No other changes to this Article unless proposed separately.

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Union Representative

City Representative

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AP
Burn Jones

for
for

11/9/23

11/9/23

UNION PROPOSAL 7
Modified November 9th, 2023

ARTICLE 8 – GENERAL CONDITIONS

21. Special Assignment Pay: As designated by the Marine Safety Department Head, ~~when a Beach Lifeguard I or a Beach Lifeguard II~~ when a qualified Marine Safety employee is designated to coordinate all the activities of the City’s Junior Lifeguard Program, he/she shall receive five dollars (\$5.00) an hour in addition to the employee regular base salary only while conducting Junior Lifeguard Program duties. As designated by the Marine Safety Department Head, when a ~~Beach Lifeguard I or a Beach Lifeguard II~~ a qualified Marine Safety employee is designated to instruct the City’s Junior Lifeguard Program, he/she shall receive two dollars (\$2.00) an hour in addition to the employee regular base salary only while conducting Junior Lifeguard Program duties. The special assignment pay is subject to taxes and pension reporting. ~~The special assignment pay will be provided between the months of January 1st and August 31st, or as soon as the Marine Safety Department Head makes a recommendation to start or end the special assignment pay between January 1st and August 31st.~~ Only one (1) employee per year may receive the special assignment pay to coordinate the program. This special assignment pay will only be provided during the course of the Junior Lifeguard Program/s which includes any coordinating activities. Accordingly, employee(s) may receive this benefit up to five hundred (500) hours during the year. The special assignment pay will cease if the City’s Junior Lifeguard Program ends and/or is canceled/postponed.

No other changes to this Article unless proposed separately.

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[Redacted Signature]

Union Representative

[Redacted Signature]

City Representative

11/9/23

Attachments

UNION PROPOSAL 8
Counter December 12th, 2023

ARTICLE 9 - ~~OUT OF CLASS~~ PAY DIFFERENTIALS

New section

Class "A" or "B" Commercial Driver's License (CDL) Certification Pay

For the purpose of this benefit, only employees in the Public Works Streets, Sewer, Tidelands, Parks, and Fleet divisions are eligible for this benefit. Effective July 1, 2023, employees that possess a CDL Class A or B shall receive five hundred dollars (\$500) per year to be paid on a bi-weekly basis. The benefit eligibility criteria is as follows:

- Employees assigned by the City Manager based on operation needs.
- Designated employees must maintain the CDL active at all times in order to receive the benefit. Employees must maintain a valid/active class "A" or "B" CDL in order to receive the benefit. The benefit will be revoked if the employee does not maintain a current/valid class "A" or "B" CDL.
- It is the employee's responsibility to recertify their medical eligibility and to notify the Human Resource Department prior to HR to the expiration of their medical certification.
- A copy of the CDL must be presented to HR to initiate and maintain the benefit. Employees must also provide a copy of the CDL renewal in order to maintain the benefit.
- Employees that receive this benefit are subject to random drug testing.

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Union Representative

12/12/2023

City Representative

12/15/23

Attachment 6

CITY Proposal # _____

SEIU Proposal 12

Date Proposed 7/5/23

Date Counter Proposed 08/23/23, 11/30/23 via email

ARTICLE 11 – SICK LEAVE & INDUSTRIAL ACCIDENT BENEFITS

Seasonal and Part-Time Employees:

7. ~~In accordance to the Pursuant to the Healthy Workplaces/Healthy Families Act of 2014, effective July 1, 2023, or upon hire, whichever is later, a Seasonal and Part-time employees will receive twenty-four (24) hours or three (3) days equivalent to the employee's scheduled workday of paid sick leave per fiscal year, to be used during that fiscal year. Thereafter, On July 1st of each subsequent year, part-time employees will be provided with twenty-four (24) hours or three (3) days equivalent to the employee's scheduled workday 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 will rollover from fiscal year to fiscal year; employees may accrue a maximum of one hundred and twenty (120) hours. Seasonal and Part-time employees are not not entitled to cash-out unused paid sick leave at any time nor at any time nor upon separation from employment. Sick leave when paid off upon separation shall be compensated at the current or latest pay rate of the employee. Part-time employees may begin using paid sick leave upon their 90th day of employment per the Healthy Workplaces/Healthy Families Act of 2014. A maximum of six hundred (600) hours may be accumulated.~~

-Effective January 1, 2024, part-time seasonal, variable, and permanent employees will receive 40 hours of sick leave on their first day of employment. Part-time seasonal, variable, and permanent employees will receive forty (40) hours of sick leave subsequently annually on their anniversary. Unused sick leave hours may be rolled over annually up to a maximum accumulation of 80 hours of sick leave. Part-time seasonal, variable, and permanent employees may not cash-out unused sick leave at any time. Unused sick leave hours will not be paid out upon separation from employment.

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12/4/2023
Union Representative

12/04/23
City Representative

UNION PROPOSAL 13
JULY 5th, 2023

ARTICLE 11 – SICK LEAVE & INDUSTRIAL ACCIDENT BENEFITS

All Employees:

9. In accordance with the ~~Healthy Workplaces/Healthy Families Act of 2014~~, **California Labor Code 245** employees may use up to **twenty-four (24) hours** or **three (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
8. **Or “Designated person” per 12 -month period for paid sick days as defined under California Labor Code 245.5**

a. However, if the designated person passes away, then the eligible employee may identify a new designated person. If the eligible employee wishes to identify a new designated

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2/4/2023

Union Representative

11/30/23

City Representative

CITY Proposal # _____

SEIU Proposal 13

Date Proposed 7/5/23

person for the remainder of the 12-month period, then they must submit documentation of the death of the designated person, which includes one of the following: death certificate, published obituary, written verification of death, burial or memorial services from a mortuary, or governmental agency.

- 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.

No other changes to this Article unless proposed separately.

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12/4/2023

Union Representative

11/30/23

City Representative

n. New Year's Eve

December 31

2. Sunday Holiday: City Hall will be closed on holidays ~~a. through n.~~ listed above in section 1. 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.

New Section 4

Holiday Pay & Holiday Off Definitions for Full Time Employees: For the purposes of this Article, Holiday Pay shall be defined as an enumerated day listed in Section 1 in which the employee is not scheduled to work and receives holiday benefits equivalent to the employee's workday at their hourly rate of pay. Holiday Off shall be defined as an enumerated day listed in Section 1, in which the employee is normally scheduled and receives holiday benefits equivalent to the employee's workday at their hourly rate of pay.
(All subsequent Section numbers will shift in final draft)

4. Holiday for Permanent Part-Time Employees: Permanent Part-Time Employees, those that the City pay for their CalPERS and work a regular and consistent work schedule, will be entitled to holiday off or holiday pay for holidays enumerated in Section 1 ~~a through m~~; the equivalent hours of their normal work schedule, i.e., ~~an~~ employee that regularly works five (5) hours a day will receive five (5) hours of holiday pay or holiday off. Part-time, season, variable, and/or temporary employees whom the City does not pay for their CalPERS membership are not eligible for this benefit.
- ~~5. Holiday Pay for Part-Time Variable and Seasonal Employees: Effective July 1, 2021 through September 5, 2022, all part time variable and seasonal lifeguards that work the following holidays will receive time and a half (1.5) double time (2x) their normal rate of pay. up to 10 hours worked. Employees that do not work the holiday will not receive holiday pay or holiday off.~~

- ~~a. Memorial Day — Monday, May 30, 2022~~
- ~~b. Independence Day — Monday, July 4, 2022~~
- ~~c. Labor Day — Monday, September 5, 2022~~

~~6. Any hours worked over 10 hours will not be paid at 1.5 and will be paid at regular time for purposes of the holiday pay. Part Time, Seasonal and Variable Employees that do not work the holiday will not~~

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[Redacted] /12/2023
Union Representative

[Redacted] 12/15/23
City Representative

~~receive holiday pay or holiday off. Holiday pay shall not be considered time worked for the purpose of calculating overtime.~~

7. Holiday Pay for Recognized City Holidays: Full-time **Lifeguard** employees will be paid ~~ten (10)~~ **their regular scheduled** hours of holiday pay at the employee's hourly rate of pay in the pay period the holiday occurred for all recognized City holidays listed above. Holiday pay shall not be considered time worked for the purposes of calculating overtime.

8. Floating Holidays: Employees shall receive ~~(27)~~ **thirty six (36)** 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-seven (27) hours of floating holiday time in the fiscal year during which the employee is hired;~~ A new employee hired between July 1 and December 31 will receive thirty-six (36) hours of floating holiday leave upon hire.

~~b. A new employee with a hire date in January and February will receive thirteen and one half (13.5) hours of floating holiday time in the fiscal year during which the employee is hired;~~ A new employee hired between January 1 and March 31 will receive eighteen (18) hours of floating holiday leave upon hire.

~~c. A new employee with a hire date in March and April will receive six and one half (6.5) hours of floating holiday time in the fiscal year during which the employee is hired;~~ A new employee hired between April 1 and May 31 will receive nine (9) hours of floating holiday leave upon hire.

~~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.~~ A new employee hired between June 1 and June 30 will not receive any floating holiday leave in the fiscal year in which they are hired.

~~The 27 hours of floating holiday will expire on June 30th of each year.~~ The employee may not roll over any unused floating holiday into the following fiscal year.

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12/12/2023

Union Representative

12/15/23

City Representative

~~If Juneteenth becomes a mandatory holiday, the floating holiday will be reduced to 18 hours per fiscal year and Juneteenth will become a recognized holiday in Section 1 above.~~

(Section 9 Address in Union Proposal 15)

10. Pay for Working on a Recognized City Holiday:

Effective ~~June 30, 2017~~ upon ratification of this agreement, the benefits for working on a recognized holiday are defined as follows:

A. Full Time Employees:

- Full time employees that work during a holiday as part of their regular work schedule will receive double (2x) pay for working on the Memorial Day, Independence Day, and Labor Day holidays only. Employees that work on the remaining holidays(as listed in Section 1) as part of their regular work schedule will be compensated at time and half (1.5X).
- Full Time employees that do not normally work on holidays as part of their regular work schedule but are assigned to work by the City Manager on the Memorial Day, Independence Day, and Labor Day holidays will receive double (2x) pay. Employees that work on the remaining holidays (as listed in Section 1), not part of their regular work schedule, will be compensated at time and a half (1.5x).

B. Part-Time Employees:

- Part-time, variable, and seasonal employees that work during the following holidays as part of their regular work schedule will receive double (2x) pay during the following holidays: Memorial Day, Independence Day, and Labor Day holidays. This benefit also applies to permanent part-time employees.
- Part-time, Variable, and Seasonal employees that work during the following holidays as part of their regular work schedule will receive time and a half (1.5x) pay for working on the following holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. All other holidays(as listed on Section 1) will be compensated at the employee's regular rate of pay. This benefit also applies to permanent part-time employees.

~~Full-Time 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~~

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12/12/2023

Union Representative

12/15/23

City Representative

~~worked:~~ Pay for working on a recognized City holiday is in addition to the Holiday Pay listed in Section 4 "Holiday Pay for Recognized City Holidays" above.

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

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

12. Vacation, Sick Leave, and Holiday Pay for Employees on an Alternate Work Schedule:

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

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

~~14. Effective July 1, 2017, all Full-Time Lifeguards, and effective July 1, 2018 Full-Time Tidelands Maintenance Workers that work on a recognized holiday as part of their established regular work schedule, will receive holiday credit for the total holiday hours worked, times the rate of .5 (x 0.5). If an employee's "regular work" schedule must be changed for operational or scheduling needs by the Department Head, the holiday credit will be earned if worked, after notice of such change is submitted in writing from the Department Head to the Human Resources Department & Payroll Department. An employee may not receive more than 65 hours in holiday credit each fiscal year. The holiday credit must be used within the same fiscal year earned, July 1 thru June 30, or within 90 days of Memorial Day holiday and will not accumulate year after year. The holiday credit can be taken on a day mutually agreeable to the employee and the department head based on operation needs.~~

~~15. CalPERS defines the holiday credit as a form of "compensation" for CalPERS purposes for "classic" CalPERS members. As such, any holiday credit provided to full-time classic members of the beach lifeguards will be reported to CalPERS as part of the employee's annual gross income when earned for purposes of computing the employee's and City's CalPERS contributions. Under PEPR, a holiday credit is not considered pensionable compensation for "new members" of CalPERS.~~

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Union Representative

2/12/2023

City Representative

12/15/23

SEIU Proposal 15
December 4th, 2023

ARTICLE 12 – HOLIDAYS & VACATION BENEFITS

~~9. **Vacation Accrual:** Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules. Effective MOU ratification, the annual maximum accumulation will be based on the employee anniversary date. Due to this change, employees with existing excess on vacation accumulation (twice annual), will have the option to choose one of two options: 1) A one-time opportunity to cash out the excess vacation balance as of MOU ratification, or, 2) Effective MOU ratification, 6 months to use the excess vacation accruals to bring down their excess hours below or at the maximum vacation accumulation. If employees opt for the 6-month extension, the maximum accumulation will be used as stated in Article VII Section 4 of the personnel rules. If the employee elects to cash out excess hours, the maximum accumulation will be used as stated in Article VII Section 4 of the personnel rules. Employees cannot combine the two options and must choose either one of the two options. Vacation will be accrued and credited on a bi-weekly basis. The annual maximum accumulation will be based on the employee anniversary date. Vacation will accrue as outlined in Article VII Section 4 of the City of Imperial Beach Personnel Rules as follows:~~

- Employees completing five (5) years or less of continuous service (i.e. First day through 5th anniversary), one (1) working day for each month of service completed, for a maximum of twelve (12) days per year.
- Employees with greater than five (5) years of continuous service up to the completion of ten (10) years of continuing service (i.e. 5 years + 1 day through 10th anniversary), one and one-fourth (1 1/4) working days for each month of service completed, for a maximum of fifteen (15) days per year.
- Employees with greater than ten (10) years of continuous service up to the completion of fifteen (15) years of continuing service (i.e. 10 years + 1 day through 15th anniversary), one and two-thirds (1 2/3) working days for each month of service completed, for a maximum of twenty (20) days per year.
- Employees with greater than fifteen (15) years of continuous service or more (i.e. 15 years + 1 day and above), two and one-twelve (2.0833) working days for each month of service completed, for a maximum of twenty-five (25) days per year.

10. **Vacation Cash out at the End of the Fiscal Year:**

All full-time members of represented classifications who have successfully completed their probationary period shall have the option to sell back vacation accruals hours to the City. The sell back criteria is as follows:

- Employees may sell vacation accruals back to the City once per calendar year during the first full pay period in December.
- Sell back request shall be sent to the Human Resources Department in writing by email every year between October 1st and November 15th. Approved sell back amount will be paid to the employees on the first full pay period in December each year. The accumulated vacation balance will be reduced accordingly.
- The vacation sell back will be paid at the employee's current hourly rate.
- Employees must have a minimum of 80 hours of vacation accruals remaining after the sell back.

Employees may elect to sell back vacation accrual hours based on years of service as a full time employee:

Years of Service	Maximum vacation sell-back
1 to 5 years	10 hours
6 to 10 years	20 hours
11 years more	40 hours

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents. agendas, social activities, and related materials. The UNION shall be responsible to maintain the space provided.

[Redacted Signature] 12/12/2023
Union Representative

[Redacted Signature] 12/15/23
City Representative

UNION PROPOSAL 7
Modified November 9th, 2023

ARTICLE 15 – 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~~ \$250.00 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~~ \$250.00 maximum. Reimbursements shall apply to ancillary items such as insoles and shoelaces.

3. The City will report to CalPERS the "monetary value" of no greater than ~~\$250~~ \$230 per fiscal year per employee for the purchase, rental and/or maintenance of uniforms for designated full-time public works employees.

NS AP

No other changes to this Article unless proposed separately.

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

[Redacted Signature] 11/9/23
Union Representative

[Redacted Signature] 11/9/23
City Representative

UNION PROPOSAL 17
Counter December 4th, 2023
Countered by IB on 12/15/23

ARTICLE 16 - SALARIES

Miscellaneous Employees & Lifeguards:

The City agrees to commence a compensation and classification study for all remaining SEIU 221 represented classifications and begin the study by the first quarter in 2024, and complete the study by December 31st, 2024. In the event of failure to complete the salary and compensation studies due to any force majeure, neither party shall be liable for such failure. However, both parties shall continue to work on the classification and compensation studies until they are completed. The City agrees to create a work group comprised of HR, Finance, and management staff and include no more than two represented employees (non-lifeguard) as part of the work group. The two represented employees shall designate a primary and alternate to participate in the work group during the primary represented employee's absence. The work group will collaborate and meet regularly until all remaining classifications are completed. The goal of the working group will be to prioritize the review of the compensation and classification as referenced in Appendix B. The City will implement the findings to those classifications reviewed to bring them to median based on the study results.

Effective July 2, 2024 July 1, 2023, retroactive, all miscellaneous employees covered by this agreement will receive a 2-5% five (5%) percent cost of living increase.

In addition to the cost of living increase:

- Full-time employees that are active as of the adoption of this agreement shall receive a one-time stipend of two thousand dollars (\$2,000).
- Part-time, seasonal, and variable employees that are active as of the adoption of this agreement shall receive a one-time stipend of up to one thousand dollars (\$1,000). No payment shall be made to any employees that are terminated upon the ratification of this contract and return to work following the adoption of this contract. The following is a breakdown of the stipend amounts:

S) retention

retention NS

Number of Hours worked in FY 22-23	Stipend Amount
1 to 500 Hours	\$500.00
501 Hours and Over	\$1,000.00

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

[Redacted Signature] SEIU

TENTATIVE AGREEMENT

[Redacted Signature] City of Imperial Beach

Date 12/20/23

Date 12/20/23

Effective July 1, ~~2022~~ 2024, all ~~miscellaneous~~ employees covered by this agreement will receive a ~~3.5% percent~~ 3% percent cost of living increase.

Upon the ratification of this Memorandum of Understanding (MOU), the salary schedule will be amended to add ~~one (1) additional step, step 7 at five (5%) percent, two (2) additional steps, steps 7 and step 8, each at five (5%) percent.~~ Employees that are currently being compensated at step six (6) upon the ratification of this MOU shall receive a step increase to step 7 on their anniversary date, and retroactive to July 1, 2023.

~~and agree to the following CalPERS cost share modifiers for classic employees:~~

- ~~• Miscellaneous Classic Tier 1 will pick up 1% for a total modifier of 2.8% = 10.8% employee rate~~
- ~~• Miscellaneous Classic Tier 2 will pick up 0.5% for a total modifier of 0.6% = 7.7% employee rate~~
- ~~• Safety Other Classic Tier 1 will pick up 1% for a total modifier of 4.4% = 13.4% employee rate~~
- ~~• Safety Other Classic Tier 2 will pick up 1% for a total modifier of 3.9% = 12.9% employee rate~~

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~~The Human Resources Department will process the retirement CalPERS contract amendment in the month of July 2022.~~

No other changes unless proposed separately.

Appendix B

Side Letter Agreement

Classification and Compensation Study Work Group

It is the objective of the City to bring positions to a midpoint that is close to the median based on the study results. The goal of the work group referenced in Article 16 - Salaries will be to prioritize the review of the compensation and classification. The following phases are a recommendation to the work group, it is not considered to be a final order or an exhaustive list of classifications at the City of Imperial Beach.

Phase 1

- Maintenance Worker (all divisions)
- Maintenance Worker I (all divisions)
- Maintenance Worker II (all divisions)
- Lead Maintenance Worker (all divisions)
- Beach/Parks Maintenance Worker (all divisions)
- Mechanic I/II

Phase 2

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

TENTATIVE AGREEMENT

[Redacted Signature]

Date 12/20/23

SEIU

[Redacted Signature]

Date 12/20/23

City of Imperial Beach

- Custodian
- Fleet Supervisor
- Grounds & Facilities Supervisor
- Sewer Supervisor
- Street Supervisor
- Tidelands Supervisor
- Public Works Inspector

Phase 3

- Customer Service Specialist
- Building & Planning Technician
- Assistant Planner
- Associate Planner
- Code Compliance Officer

Phase 4

- Account/Clerk Technician
- Environmental Program Specialist I/II
- Senior Planner
- Senior Account/Clerk Technician

Phase 5

- Administrative Assistant
- Administrative Intern
- Building & Housing Inspector I
- Fire Safety Inspector II

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TENTATIVE AGREEMENT


SEIU

Date 12/20/23


City of Imperial Beach

Date 12/20/23

UNION PROPOSAL 17
Counter December 4th, 2023
Countered by IB on 12/15/23

ARTICLE 16 – SALARIES

Miscellaneous Employees & Lifeguards:

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In addition to the cost of living increase:

- Full-time employees that are active as of the adoption of this agreement shall receive a one-time stipend of two thousand dollars (\$2,000).
- Part-time, seasonal, and variable employees that are active as of the adoption of this agreement shall receive a one-time stipend of up to one thousand dollars (\$1,000). No payment shall be made to any employees that are terminated upon the ratification of this contract and return to work following the adoption of this contract. The following is a breakdown of the stipend amounts:

Number of Hours worked in FY 22-23	Stipend Amount
1 to 500 Hours	\$500.00
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TENTATIVE AGREEMENT

Date 12/20/23

Date 12/20/23

City of Imperial Beach

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NS
AR

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- ~~• Miscellaneous Classic Tier 1 will pick up 1% for a total modifier of 2.8% = 10.8% employee rate~~
- ~~• Miscellaneous Classic Tier 2 will pick up 0.5% for a total modifier of 0.6% = 7.7% employee rate~~
- ~~• Safety Other Classic Tier 1 will pick up 1% for a total modifier of 1.1% = 12.1% employee rate~~
- ~~• Safety Other Classic Tier 2 will pick up 1% for a total modifier of 2.0% = 12.0% employee rate~~

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Appendix B

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The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

TENTATIVE AGREEMENT

[Redacted Signature]

Date 12/20/23

[Redacted Signature]

Date 12/20/23

City of Imperial Beach

- Custodian
- Fleet Supervisor
- Grounds & Facilities Supervisor
- Sewer Supervisor
- Street Supervisor
- Tidelands Supervisor
- Public Works Inspector

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- Customer Service Specialist
- Building & Planning Technician
- Assistant Planner
- Associate Planner
- Code Compliance Officer

Phase 4

- Account/Clerk Technician
- Environmental Program Specialist I/II
- Senior Planner
- Senior Account/Clerk Technician

Phase 5

- Administrative Assistant
- Administrative Intern
- Building & Housing Inspector I
- Fire Safety Inspector II

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TENTATIVE AGREEMENT


SEIU

Date 12/20/23


City of Imperial Beach

Date 12/20/23

UNION PROPOSAL 19
October 12th, 2023

ARTICLE 24 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. **This includes non-smoking banned items such as e-cigarettes and vapes.**

No other changes to this Article unless proposed separately.

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents. agendas, social activities, and related materials. The UNION shall be responsible to maintain the space provided.

[Redacted Signature] 12/2023

[Redacted Signature] 12/15/23
City Representative

CITY Proposal # _____

SEIU Proposal 20 _____

Date Proposed 7/5/23 _____

Date Counter Proposed 08/30/23 _____

ARTICLE 25 - EDUCATIONAL BENEFITS

The CITY shall maintain a program providing for the partial refund of tuition and fees for all job- related classes, licenses, or training. Those employees who are full-time, permanent and have completed a probationary period are eligible for a maximum of ~~\$1,000~~ ~~\$3,000~~ **2,000** and a maximum of **\$1,000 for part-time permanent employees** in tuition reimbursement per fiscal year for fees, books, and/or tuition for such classes.

~~The CITY shall maintain a program providing for the partial refund of tuition and fees for all job- related classes, licenses or training. Those employees who are part-time/seasonal and have completed a probationary period are eligible for a maximum of \$1,500 in tuition reimbursement per fiscal year for fees, books, and/or tuition for such classes.~~

Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through administrative policy by City Manager. The educational benefit is designed to reimburse representative employees for fees, books, tuition, software, and valid parking fees (associated with the course only) upon conclusion of each individual course. Proof of satisfactory course completion and payment must be provided. Tuition reimbursement shall be limited to the annual budgeted amounts related to tuition costs, during the term of this agreement subject to budgetary constraints and City Council approval. The funds will be allocated on a first-come, first-serve basis.

- 1. The program will allow full-time, permanent employees to exceed ~~\$1,000~~ ~~\$3,000~~ **2,000** and ~~part-time/seasonal employees to exceed \$1,500~~, for tuition reimbursement provided that the department head approves a Career Plan submitted by the employee and reviewed by the Human Resources Department. 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 class with a grade as noted in the chart below, or successful completion of courses that do not assign grades. Proof of satisfactory course completion and payment must be provided. Effective July 1, ~~2021~~, **2023**, the City will reimburse **fulltime, permanent** employees in excess of ~~\$1,000~~ ~~\$3,000~~ **2,000**, or ~~\$1,500 for part-time/seasonal~~ with an approved Career Plan the equivalent of attending a non-profit university. The cost of attendance includes tuition expenses, books, and related supplies. The chart below are the maximum amounts the city will reimburse:

Professional Certifications	Pass; complete certification	Tuition, fees, books, and supplies	\$5,000 5,100 per the program or per year
Associates	Minimum of a grade "C" or better	Tuition, fees, books, and supplies	\$5,000 5,100 per year
Undergraduate	Minimum of a grade "C" or better	Tuition, fees, books, and supplies	\$9,300 9,486 per year

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

[Redacted Signature]

7/30/23

Union Representative

[Redacted Signature]

8/30/23

City Representative

CITY Proposal # _____

SEIU Proposal 20 _____

Date Proposed 7/5/23 _____

Date Counter Proposed 08/30/23 _____

Graduate	Minimum of a grade "B" or better	Tuition, fees, books, and supplies	\$12,000 12,240 per year
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The City will not pay for housing and food, international tuition and fees, transportation, personal or miscellaneous and personal expenses. Study abroad requests will be evaluated and approved by the City Manager and or the Assistant City Manager.

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

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

Associate Degree:	\$50.00 per month, paid on a bi-weekly basis
Bachelor's Degree:	\$60.00 per month, paid on a bi-weekly basis
Master's Degree:	\$70.00 per month, paid on a bi-weekly basis

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

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

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

Master's Degree: \$300.00 per year, paid the first full pay period in June each year or the first full pay period after hire date.

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

[Redacted Signature]

8/30/23

Union Representative

[Redacted Signature]

8/30/23

City Representative

CITY Proposal # _____

SEIU Proposal 20 _____

Date Proposed 7/5/23 _____

Date Counter Proposed 08/30/23 _____

Employees will not receive an education incentive payment for any degrees required as a minimum qualification of the position. **Employees will only receive one (1) education incentive. For example, if an employee processes two degrees, the employee will only receive one (1) education incentive, whichever is greater.**


4. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
5. 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 Department 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 resign or 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 not too exceed \$300 per recertification.

6. 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.

ORANGE COLOR REFLECTS THE FINAL LANGUAGE AGREEMENT

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.


Union Representative ✓

 8/30/23
City Representative

CITY Proposal # _____

SEIU Proposal 21 _____

Date Proposed 7/5/23 _____

Date Counter Proposed _____

ARTICLE 27 - 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)~~ four (4) 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.

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

[Redacted Signature]

8/27/23

Union Representative & Date

[Redacted Signature]

8/23/23

City Representative & Date

Attachment 15

CITY Proposal # _____

SEIU Proposal 84 23

Date Proposed 7/5/23

Date Counter Proposed _____

ARTICLE 34 - PAID RELEASE TIME

The CITY will allow the President of the UNION or his/her designee and ~~two (2)~~ four (4) other employee representatives reasonable time off without loss of compensation or other benefits when they are participating in any one of the following activities:

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

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

[Redacted Signature]

8/23/23

Union Representative & Date

[Redacted Signature]

8/23/23

City Representative & Date

UNION PROPOSAL 24
December 4th, 2023

ARTICLE 17 - SALARIES


Section 5 – Salary Adjustments


Every employee who holds a permanent appointment to a full-time position, upon a written recommendation of the department head and approval of the City Manager, and who receives a competent or better evaluation, shall advance to the next step within the salary range for the class. The advancement will become effective ~~on the first day of the succeeding pay period~~ after completing 2,080 hours at the previous step with the exception of Step A. A non-lifeguard employee in a temporary part-time position would be eligible for a step increase effective on the first day of the succeeding pay period after their hire date anniversary if they have completed ~~780~~ **five hundred (500)** hours in the previous 12 months. Part-time temporary employees will automatically be eligible for a step increase on their anniversary date every **twenty four (24)** months, if they have not otherwise been eligible due to the annual ~~780~~ **five hundred (500)** hour requirement.

~~A Lifeguard employee~~ **Part-time, Seasonal, and Variable Lifeguard employees in a temporary part-time** would be eligible for a step increase on ~~July 1~~ **their anniversary date** of each year if they have completed ~~600~~ **five hundred (500)** hours in the previous 12 months. **Employees that do not meet the five hundred (500) hour requirement in the twelve (12) months will automatically be eligible for a step increase on their anniversary date every twenty-four (24) months.**

No other changes to this article unless proposed separately.

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement expect as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents. agendas, social activities, and related materials. The UNION shall be responsible to maintain the space provided.

 2023
Union Representative Date

 12/11/23
City Representative Date

Article 8.0 – Section 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. **However, if a CITY owned vehicle is available and the Employee chooses to use its their own vehicle instead, the Employee must submit a written request to its their department director and explain the reason/s why he/she is choosing to use its their own vehicle. The employee understands that the approval is up to its their department director.** Prior to an employee using ~~theits~~ **employee's** **their** 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.

ORANGE COLOR REFLECTS THE FINAL LANGUAGE AGREEMENT

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

[Redacted Signature]

8/30/23

Union Representative

[Redacted Signature]

8/30/23

City Representative

CITY Proposal # 4

SEIU Counter Proposal 3

Date Proposed 8/23/23

Date Counter Proposed 9/7/23

Article 8.0 – Section 17

Pay Differential: As designated by the Public Works Director a maximum of two (2) employees with Backflow Certification and a maximum of three (3) employees with Hazardous Materials Labeling & Packaging Standards Certification shall receive an additional \$50 per month paid bi-weekly to maintain and utilize said Certifications for the benefit of the CITY. The current designated five (5) employees designated by the Public Works Director, with Collection System Maintenance Grade Certification will receive either \$30 per month paid bi-weekly for Grade 1, \$40 per month paid bi-weekly for Grade 2, \$50 per month paid bi-weekly for Grade 3, or \$60 per month paid bi-weekly for Grade 4. The pay differential will cease on after thirty (30) days of the expiration date of the certification unless a renewal confirmation is presented to Human Resources. It is the employee's responsibility to keep the certification active and to provide evidence of certification renewal to Human Resources timely. The City will report the compensation to CalPERS as Special Assignment Pay – Water Certificate or Hazard Premium. The City and the Union understand that the compensation reporting is beyond the City's control and subject to change per CalPERS mandate.

ORANGE COLOR REFLECTS THE FINAL LANGUAGE AGREEMENT

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9/7/2023

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9/7/23

City Representative

Article 8.0 – Section 15

Bi-lingual Pay Differential: When an employee possesses competent bi-lingual skills, that full-time employee shall be granted \$50.00 a month paid bi-weekly for use of this skill, with part-time employees receiving \$.40 cents per hour, not to exceed \$50 per month. Competence shall be determined by an oral and written test mutually agreed to by the CITY and UNION. The City will report the compensation to CalPERS as Special Assignment Pay – Bilingual Premium. The City and the Union understand that the special compensation reporting is beyond the City’s control and subject to change per CalPERS mandate.

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Union Representative

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City Representative

CITY Proposal # 3

SEIU Counter Proposal _____

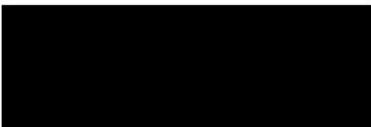
Date Proposed 8/23/23

Article 8.0 – Section 15

Bi-lingual Pay Differential: When an employee possesses competent bi-lingual skills, that full-time employee shall be granted \$50.00 a month paid bi-weekly for use of this skill, with part-time employees receiving \$.40 cents per hour, not to exceed \$50 per month. Competence shall be determined by an oral and written test mutually agreed to by the CITY and UNION. **The City will report the compensation to CalPERS as Special Assignment Pay – Bilingual Premium. The City and the Union understand that the special compensation reporting is beyond the City's control and subject to change per CalPERS mandate.**

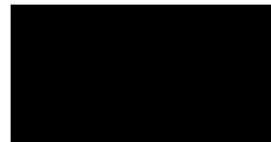
Tentative Agreement

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



Union Representative

8/23/23



City Representative

8/23/23

Article 8.0 – Section 19

Direct Deposit: All ~~employees hired on or after July 1, 2019~~ **current and new employees**, ~~are~~ **shall be required to sign up for direct deposit and maintain a direct deposit status throughout the course of employment.** ~~Current employees are encouraged to sign up for direct deposit.~~

ORANGE COLOR REFLECTS THE FINAL LANGUAGE AGREEMENT

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Union Representative

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8/30/23

City Representative

CITY Proposal # 5

SEIU Counter Proposal _____

Date Proposed 8/23/23

Article 8.0 – Section 19

Direct Deposit: All ~~employees hired on or after July 1, 2019~~ current and new employees; ~~are shall be~~ required to sign up for direct deposit and maintain a direct deposit status throughout the course of employment. ~~Current employees are encouraged to sign up for direct deposit.~~

Tentative Agreement

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

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Union Representative

8/23/23

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City Representative

8/23/23

Article 14.0 – Insurance Benefits

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

The CITY is required by law to administer the ACA and will implement administrative guidelines such as the stabilization and look back periods for all employees in a manner that provides ease of CITY administration.

1. Cafeteria Plan Allotment:

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

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

~~Effective January 1, 2022, the CITY will provide a Cafeteria Plan allotment of \$1,875 a month for a city provided medical, dental, and vision plans for all employees and their eligible dependents on a pre-tax basis to meet IRS regulations.~~

~~Effective January 1, 2023, the CITY will provide a Cafeteria Plan allotment of \$1,900 a month for a city provided medical, dental, and vision plans for all employees and their eligible dependents on a pre-tax basis to meet IRS regulations.~~

~~The employee will pay for any premiums in excess of the Cafeteria Plan allotment through payroll deductions.~~

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

~~Health benefits are effective the first of the month following hire date. The Cafeteria Plan allotment terminates the last day of the month upon separation.~~

~~Dental election is optional for EMPLOYEE and their eligible dependents. Vision election is optional for EMPLOYEE and their eligible dependents.~~

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8/30/23

Union Representative

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8/30/23

City Representative

CITY Proposal # 9

SEIU Counter Proposal

Date Proposed 8/23/23

~~Those EMPLOYEES who elect not to be covered under the CITY's medical health insurance plan must demonstrate proof of alternative medical insurance (i.e. spouse or independent insurance coverage).~~

The City will use Kaiser and Sharp Family monthly premiums as a benchmark, annually, the CITY will set the Cafeteria Plan allotment to the cost of the monthly premium from these two-family plans using the lesser of the two. For example, in 2023, the Sharp family monthly premium will be \$1,988.90 and Kaiser at \$1,966.15. Therefore, the 2023 Cafeteria Plan allotment will change from \$1,900 as previously negotiated to \$1,966.15 (Kaiser), which is the lowest premium of the two plans.

The CITY and the UNION understand that the premiums are difficult to project, therefore, in the event that the lowest family premium of the two plans is lower in the subsequent year, the cafeteria allotment amount shall not be reduced and shall remain the same in the following year. In the event Kaiser or Sharp drop from CalPERS, then the next two lowest cost premium family plans will be utilized as the new benchmark.

The Cafeteria Plan allotment may be used to purchase City provided medical, dental and vision coverage for all full-time employees and their eligible dependents on a pre-tax basis to meet IRS regulations. The election of dental and vision plans is not required and are deemed voluntary elections. Employees will not be able to purchase flexible spending accounts utilizing the Cafeteria Plan allotment.

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

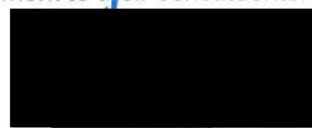
Health benefits are effective the first of the month following hire date. The Cafeteria Plan allotment terminates the last day of the month upon separation.

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

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8/30/23


City Representative

8/30/23

Those EMPLOYEES who elect not to be covered under the CITY's medical health insurance plan must demonstrate proof of alternative medical insurance (i.e. spouse or independent insurance coverage).

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

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

a. Health Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may contribute the maximum amount not to exceed the Internal Revenue Service (IRS) plan year 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.

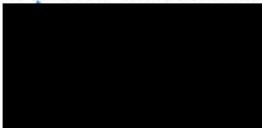
b. Dependent Care FSA

Before the start of the FSA plan year (January 1 to December 31), represented employees may contribute the maximum amount not to exceed the Internal Revenue Service (IRS) 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

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receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

c. FSA Administration

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

3. Short Term Disability (STD) and Long-Term Disability (LTD):

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

4. State Disability Insurance:

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

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

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

6. Voluntary Life Insurance Program

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

7. Enrollment and Election:

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

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City Representative

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

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

8. Seasonal Employees Benefit:

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

9. Health Insurance Committee

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

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

ORANGE COLOR REFLECTS THE FINAL LANGUAGE AGREEMENT

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Article 38.0 Temporary Special Project/Assignment Stipend

Occasionally, one-time complex projects arise where there is a need for staff to temporarily be assigned to take on additional responsibilities outside their usual and customary job responsibilities for a certain period of time or based on the project timeline. For example, assist with the implementation of a new financial or permitting software, gathering or collection data and assisting management with non-routine projects.

In such situations, an employee may be temporarily assigned to these special or complex projects to allow for an opportunity for professional growth, experience and development as it is outside their usual duties. These are clearly outside the scope of an employee's regular job responsibilities or a significant additional work assignment based on the type of project being assigned.

Since the employee may assume significant additional responsibilities for a certain period of time, a temporary special project stipend of 10% above the employee's current hourly pay rate will be compensated while performing under the temporary special project. A temporary special project stipend will represent an amount in addition to the employee's base salary and does not become a part of the employee's base salary. When the temporary special project or assignment ends, the employee's temporary stipend is withdrawn.

Assuming additional responsibility or working on a special project does not automatically constitute the basis for a temporary pay increase. For example, a salary adjustment is not necessarily warranted if the assignment is brief (less than thirty (30) days), additional duties consist of a backup nature already expected of the employee, or additional duties are distributed among a number of employees in such a manner as to not significantly impact the total workload any one employee.

The following guidelines should be applied when determining if a temporary special project stipend is appropriate:

- 1. the new duties to be performed are clearly differentiated from the duties normally performed by the employee.
2. the new duties are not to be performed on a permanent basis.
3. the new duties are to be performed for more than thirty (30) days, but not more than twelve (12) months, depending on the project. Extensions may be granted by the City Manager or his designee, however at no point may exceed eighteen (18) months depending on the project.
4. The employee is not performing the duties of a vacant position or higher position, just special project assignments.

The following procedures apply for administering a temporary special project stipend:

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8/30/23

Union Representative

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8/30/23

City Representative

CITY Proposal #__11____
SEIU Counter Proposal _____
Date Proposed __8/23/23____

1. The department head of the employee must submit a written proposal specifying the type of project, a detail description of the project, and anticipated length/timeline of the project.
2. The HR department will review such request to determine these additional duties are not within the employee usual and customary duties and responsibilities.
3. The City Manager or his designee will have the final review and approval of such request.
4. Approvals must be obtained before an employee receives a temporary special project stipend pay increase.
5. Retroactive stipends will be reviewed and approved by the City Manager and or his designee.

For classic members, it is defined that this stipend is a temporary assignment and not an out-of-class appointment or performing the job of a vacant position. Therefore, the stipend will be reported to CalPERS and included in the employee's pension benefit but will not be reported for purposes of the 960-hour limit on out-of-class appointments. For PEPRA members, the stipend will not be reported to CalPERS as defined by the Public Employee's Pension Reform Act and will not be reported for purposes of the 960-hour limit on out-of-class appointments.

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Union Representative

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8/30/23

City Representative

Article 10.0 – Hours of Work & Rest Periods

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

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

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

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

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

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

Agreement. Upon the approval of an alternative work schedule, the employee must will sign an agreement establishing the alternative work schedule and workweek. An employee’s alternative schedule shall commence on the first day of the pay period. The Agreement shall remain in effect until a change is made to the written agreement. Employees may change their alternate work schedule agreement a maximum of two (2) times per calendar year. Employees may change their schedule more than 2 times per year only in the event of an emergency or special circumstance subject to City Manager and/or the Chief Administrative Officer as his/her designee approval. Management may discontinue, temporarily suspend, or alter the arrangement at any time, for any reason after providing a fifteen (15) day notice of such change to the employee. An employee may also request a change to the schedule.

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[Redacted Signature]

11/9/23

Union Representative

[Redacted Signature]

11/9/23

City Representative

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

1. Normal Work Schedule: Eight (8) hours per day for not more than five (5) days per week, forty (40) hours per week, shall constitute a normal work schedule for employees of the CITY covered by this MOU. This Article is intended to define the normal hours of work and shall not be constructed as a guarantee of hours of work per day or per week, or days of work per week. The normal workweek for non-exempt employees is from Sunday at 12:00 a.m. to Saturday at 11:59 p.m.

a. Normal Weekend for Normal Work Schedule Employees. For employees working a normal work schedule, a normal weekend is defined as Saturday and Sunday of each week.

2. Alternative Work Schedules: The following are alternative work schedules that employees may request using the above Procedure.

a. 9/80 Work Schedule: The normal work schedule for full-time employees participating in the Alternative 9/80 Work Schedule shall be for every two workweeks, eight (8) nine (9) hour days, one (1) eight (8) hour day, and one day off every other week. The workweek for FLSA overtime purposes shall start four (4) hours into the eight (8) hour work day, and the employee's regular day off shall be on the same day of the week in the following week. Employees cannot change their regular day off.


i. Normal Weekend for 9/80 Work Schedule Employees. For employees working a 9/80 work schedule, a normal weekend shift is defined as Saturday and Sunday of each week as well as the employee's regularly scheduled day off.

b. Flextime Work Schedule. An arrangement that may include a consistent daily schedule with individualized starting and ending times that are the same throughout the week or a varying daily schedule that starts or ends at different times each day. The schedule may consist of consistent eight (8) hours days throughout the week or a varying daily schedule of more or less than eight (8) hours. For full-time employees, the total weekly hours for both consistent and varying schedules must be 40 for the workweek. Employees with a flextime work

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11/9/23


City Representative

schedule shall have a workweek from Sunday at 12:00 a.m. to Saturday at 11:59 p.m. If an employee's Flextime work schedule includes a day off during the week, the employee cannot change their regular day off. If an employee's Flextime work schedule includes one or more day(s) off during the week, the employee cannot change their regular day(s) off.

i. Normal Weekend for Flextime Work Schedule Employees. For employees working a Flextime Work Schedule, a normal weekend is defined as any regularly scheduled consecutive days off. For example, if an employee works Monday through Thursday, their weekend shift is Friday through Sunday.

3. Sections 1 and 2 do not apply to the lifeguard employees' work schedule. A schedule for lifeguard employees shall be developed and implemented by the Marine Safety Captain. The work schedule is to be provided to payroll and Human Resources and kept current at all times by the Marine Safety Captain.

4, 5, & 6 (SEIU) proposals are still under consideration.

7. Stand-by Pay for General Employees: An employee may be required to be on "stand-by" subject to emergency call-back after working hours and on weekends and holidays whereby personal time is limited. Employees designated to be on stand-by pay shall have a City cell phone communication device (i.e. cell phone, pager, etc.) issued by the authorized Department for the designated stand-by period. Based on the sections 1 & 2 above work schedules, employees authorized for stand-by pay shall be compensated at the following rates, as follows:

- a. For a normal **work-day** stand-by shift, pay shall be two (2) hours per day.
- b. For a "normal weekend" stand-by shift, pay shall be three (3) hours per day.
- c. For a holiday stand-by shift observed in accordance with an employee M.O.U., pay shall be four (4) hours per day.
- d. When an employee is out sick, on vacation, or uses any other leave accruals, stand by pay will not be provided without prior approval.

8. Emergency Stand-by Pay for Lifeguard Employees: From time to time, emergencies occur, i.e. storms, king tides, flooding and scheduled special events, where the assistance of lifeguard personnel is necessary. During these emergencies, lifeguard employees may be required to work outside their regular schedule whereby personal time is limited. Lifeguards work schedule varies due to operational needs and day light savings making it difficult to have a set work schedule. At the discretion of the department head and approval of the City Manager, lifeguard personnel authorized to work emergency stand-by will be compensated at the following rates:

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11/9/23

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City Representative

11/9/23

- a. For a normal **work-day**, this includes weekdays, pay shall be two (2) hours per day.
- b. For a weekend, this includes Saturday and Sunday, pay shall be two (3) hours per day.
- c. For holidays, pay shall be four (4) hours per day.
- d. When an employee is out sick, on vacation, or uses any other leave accruals, stand by pay will not be provided without prior approval.

9. Building inspections on closed Fridays: The position of Building/Housing Inspector (I or II) and Fire Safety Inspector (I or II) may be required to work alternative 9/80 closed Fridays providing building inspections. These inspections shall be scheduled not less than 24 hours in advance beginning at 7:30 a.m. in appropriate increments and shall not be scheduled past 11:30 a.m. The position(s) providing these inspections shall work a minimum of three (3) hours (or up to five (5) hours as warranted by the number of inspections scheduled) performing inspections or office work to earn a minimum of three (3) hours of over-time or a maximum of five (5) hours of overtime. If no inspections are requested on a 9/80 closed Friday, then no hours shall be worked. If all field inspection work is completed prior to the three-hour minimum, the employee shall have the option to work less than the three (3) hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three-hours of overtime.

10. Travel Time: If an employee is required to attend event outside of the city limits at the request of the department head, the employee's time spent traveling to and from the event will be counted as work time. Travel time is defined as time spent driving, or as a passenger, or time spent waiting to purchase a ticket, check baggage, or get on board. Time spent taking a break from travel in order to eat a meal, sleep, or engage in purely personal pursuits not connected with traveling or making necessary travel connections will not be counted as time worked. Any travel time in excess of the normal working hours/shift will be paid overtime if the employee works more than 40 hours in a workweek.

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

Items in orange reflect the final language agreement.

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.


Union Representative

11/9/23


City Representative

11/9/23

CITY Proposal # 1011
SEIU Counter Proposal _____
Date Proposed 8/23/23

Article 29.0 Catastrophic Leave

The CITY ~~agrees to implement a~~ maintains a Catastrophic Leave policy to allow for vacation, floating holiday, sick leave or compensatory time credits to be ~~transferred~~ donated for use by another employee from one employee to another on an hour-for-hour basis for an 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~~ donated with the receiving employee credits not exceed ~~more than~~ 520 hours over any 24-month period without City Manager approval. Refer to Catastrophic Leave policy for administration details.

The City of Imperial Beach and SEIU have negotiated and reached a tentative agreement on this provision of the Collective Bargaining Agreement. No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative MOU or collective bargaining agreement is subject to ratification by Union membership and approval by the City Council. Both parties agree to recommend the total package agreement to their constituents.

/4/2023
Union Representative

11/30/23
City Representative

IT IS SO AGREED:

City of Imperial Beach

**Service Employees International
Union, Local 221**

Tyler Foltz
City Manager

Crystal Celis
President

Nadia Smith
Human Resources Director

Roslyn Cassidy
Organizing Representative