



**MEMORANDUM OF UNDERSTANDING**

Between

**THE CITY OF IMPERIAL BEACH**

825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

And

**IMPERIAL BEACH FIREFIGHTERS' ASSOCIATION (IBFA) Local 4692**

845 Imperial Beach Boulevard  
Imperial Beach, CA 91932

**TERM:**

**July 1, 2025 – June 30, 2027**

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## **Preamble**

Representatives of the City of Imperial Beach and the Imperial Beach Firefighters' Association Local 4692 have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "MOU," is entered into pursuant to the Meyers-Millas-Brown Act (Government Code Section 3500-3511) and has been jointly prepared by the parties. This MOU shall constitute the whole and entire existing agreement for salary and fringe benefits applicable to members of the Imperial Beach Firefighters' Association Local 4692, hereinafter referred to as "ASSOCIATION," and it supersedes all prior agreements, commitments, and practices. This MOU shall be presented to the Imperial Beach City Council as the joint recommendations of the undersigned for employee salary and fringe benefits adjustments for a two (2) year period commencing July 1, 2025, through June 30, 2027.

### **Article 1.0 Management Rights**

It is agreed that the City of Imperial Beach, hereafter to be referred to as the "CITY" has the exclusive right to determine the mission of each of its constituent departments, divisions, boards, and commissions; to set standards of selection for employment and promotion; to exercise control and discretion over its organization and operations; to direct its employees and to take disciplinary action for proper cause; to relieve its employees from duty because of lack of work or other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted; to determine the context of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the technology of performing its work.

The exercise of such rights shall be reasonable and shall not preclude employees of the ASSOCIATION from meeting and conferring with management representatives about the effect that these decisions may have on matters pertaining to wages, hours, and other terms and conditions of employment.

### **Article 2.0 Employee Rights**

It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

1. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.

2. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees' organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
3. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized ASSOCIATION representative.

It is agreed that whenever a CITY employee desires to represent himself/herself in consulting with CITY management during his/her regular hours of work, he/she shall first request and obtain from his/her department head permission to take time off to do so, which permission shall not be unreasonably withheld.

### **Article 3.0 Responsibilities of the Imperial Beach Firefighters' Association**

Recognizing the crucial role of the CITY in the preservation of the public health, safety and welfare of a free society, the ASSOCIATION agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all of their assigned duties, rendering loyal and efficient service to the very best of their abilities.

The ASSOCIATION, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

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

A reasonable amount of space shall be provided to the ASSOCIATION on CITY bulletin boards at the Fire Department for legitimate ASSOCIATION communications with members, including posting announcements, news items, meeting notices, agendas, training notices, and social activities. The ASSOCIATION shall be responsible for maintaining space provided in an orderly condition and shall promptly remove outdated materials.

### **Article 4.0 Unfair Employee Relations Practices**

1. It is agreed that it shall be unfair employee relations practice for the CITY and its management representatives:
  - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the MOU.
  - b. To dominate or interfere with the formation of any employee organization or contribute financial support to it, provided the rights recognized or granted to

employee organizations in this MOU shall not be construed as financial support.

- c. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation.
2. It is agreed that it shall be an unfair employee relations practice for the ASSOCIATION, its representatives, or members:
    - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the MOU.
    - b. To refuse to meet and confer in good faith with CITY officials on matters within the scope of representation.
    - c. To refuse to furnish the CITY, in writing, the names of its representatives, shop stewards, and/or their alternates.

#### **Article 5.0 Grievance Procedure**

It is agreed that the ASSOCIATION shall have the right to assist any employee covered by this MOU who requests representation of his/her grievance and/or work safety measures for consideration of CITY representatives. The CITY shall release authorized personnel during normal work hours to resolve such grievances, and the pay for such personnel will continue during this period, but overtime pay will not be authorized.

The Grievance Procedure is in the City of Imperial Beach Personnel Rules Article X - Grievance Procedure, and is incorporated herein by reference.

#### **Article 6.0 Discharge or Other Disciplinary Action**

It is agreed that the CITY shall advise the employee involved of his/her right to representation and a statement in writing for the reason or reasons for taking any disciplinary action against him/her.

It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Discipline Procedure of the City of Imperial Beach Personnel Rules, incorporated herein by reference.

## Article 7.0 General Provisions

1. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the twelve (12) month probationary period. Such discharge shall not be subject to Article X - Grievance Procedure or Article IX - Discipline Procedure of the City of Imperial Beach Personnel Rules.
2. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the ASSOCIATION in accordance with the Equal Employment Opportunity Commission, ASSOCIATION membership, or non-ASSOCIATION membership.
3. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of a Human Resources Department employee. Access shall be scheduled at the convenience of the employee and the Human Resources Department. Copies of all materials to be included in personnel folders shall be provided to individual employees.
4. Visitation Rights: It is agreed that the authorized representatives of the ASSOCIATION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this MOU is being observed, to have access to the bulletin boards, and the right to be present at any meeting between the stewards and the employer. If he/she desires to interview any employee privately, he/she shall be permitted to do so during work hours, with the permission of the employee's immediate supervisor or superior. The ASSOCIATION or authorized representatives shall not interfere with the normal work hour operations or cause unnecessary loss of time to the CITY.
5. Residence Location: It is agreed that the employees shall keep the CITY informed immediately of any change of their telephone number and mailing address. The CITY shall be deemed to have satisfied all notification requirements under the MOU by attempting to contact the employee through the last address of record.
6. Training Sessions: Employees may be required to attend training sessions necessary to job indoctrination, performance, supervision, workplace safety, and any other training deemed necessary by the CITY, which will be on CITY time.
7. Quarterly Meetings: Supervisory personnel (Fire Captains) with reasonable advance notice shall be required to attend quarterly Fire Department regular meetings. This will be compensated time considered necessary and required for departmental training and operational readiness.
8. Association Business: The CITY agrees to provide time off with pay for representatives of the ASSOCIATION when such representatives are meeting with the CITY on matters within the scope of representation.

9. Direct Deposit: All current and new employees shall be required to sign up for direct deposit.
10. California Office of Emergency Services Responses: In accordance with revisions to the California Fire Assistance Agreement effective January 1, 2015, the CITY will compensate Employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.
11. Trial Schedules: The CITY and the UNION may conduct trial schedules. Trial schedules may begin on the first day of the month following the effective date of this MOU. Following the completion of a trial, unless ended by the Chief prior due to operational and service delivery concerns, a meeting shall be held and the merits of the alternative schedule, including but not limited to the operations, logistics, training, and overall service delivery, shall be evaluated and a recommendation shall be submitted to the Chief for his/her consideration and determination to continue or conclude the alternative schedule.

#### **Article 8.0 Out-of-Classification Pay and Temporary Upgrade Pay**

1. **Out-of-Classification Pay**: An out-of-class appointment is an appointment to an upgraded position or higher classification that is a vacant position for a limited duration. A vacant position is a position that is vacant during recruitment for a permanent appointment. A vacant position does not refer to a position that is temporarily available due to another employee's leave of absence or as part of a temporary project.

An employee who is assigned in writing to work in an out-of-class appointment during the fiscal year will at the next appropriate bi-weekly payroll period be paid for these appointed shifts at the salary schedule for the higher classification that is the lowest step that is at least 5.0% (five percent) higher than current salary.

2. **Temporary Upgrade Pay**: Temporary Upgrade Pay is defined as compensation to employees who are required to work in an upgraded position/classification at full capacity for a limited duration.

An employee who is assigned in writing to work in a temporary upgraded position during the fiscal year will, at the next appropriate bi-weekly payroll period, be paid for these upgrade shifts 7.5% (seven and a half percent) above their current base salary.

It is understood that only one Fire Engineer or Engineer/Paramedic and one Captain or Captain/Paramedic will serve each shift.

## Article 9.0 Hours of Work

1. Work Week: Fifty-six (56) hours shall constitute a normal workweek. Two (2) consecutive twenty-four (24) hours shall constitute a normal shift for shift personnel. The 48/96 shift schedule shall be the recognized schedule for IBFA personnel as agreed upon by both the ASSOCIATION and the CITY. In special situations, with the mutual agreement of the employee and management, different hours of work may be scheduled.
2. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of the established workday and/or workweek for that class and department. This overtime shall be compensated by cash payment at one and one-half times the regular rate of pay. The smallest unit of time to be used for computing overtime shall be one-quarter (1/4) hour.
3. Fair Labor Standard Act (FLSA) Wages: The FLSA overtime shall be calculated based on a 24-day work cycle, and overtime shall be paid for all hours worked over 182 hours.

Paid leave (including but not limited to vacation, floating holidays, or jury duty), will be included as hours worked for purposes of calculating overtime.

EMPLOYEES shall be compensated one-half time at 6.00 hours per pay period to meet the minimum requirements in accordance with FLSA standards.

The twenty-four (24) day work cycle does not apply to EMPLOYEES on a modified work schedule of 40 hours per workweek. Employees working a modified work schedule are not authorized to work overtime (over 40 hours in a work week) without the written permission of the Fire Chief.

4. Call-Back Pay: An employee called-back to work due to the deployment of a strike team or a major emergency incident shall receive a minimum of not less than two (2) hours at one and half (1-1/2) times his rate of pay based on a 56-hour workweek for such call-back, even if less service is required. Employees on vacation when called back remain on vacation for pay to the employee, and vacation usage purposes, but get time and one-half pay for all time served with the minimum pay requirement applicable.
5. Forced Holdover Pay: At the end of an employee's shift, if the employee is held over as a result of a force hire situation, the employee will be compensated at one and a half (1-1/2) times the employee's regular rate of pay. These occurrences shall be notated in the captain's log and the employee's timecard as a force hire.
6. Salary Increases: Salary increases that are based on a known date, such as longevity pay, and step increases, shall be processed 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 (8<sup>th</sup>) 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
					<b>DAY 1</b> Beginning of the pay period	<b>DAY 2</b>
<b>DAY 3</b>	<b>DAY 4</b>	<b>DAY 5</b>	<b>DAY 6</b>	<b>DAY 7</b>	<b>DAY 8</b>	<b>DAY 9</b>
<b>DAY 10</b>	<b>DAY 11</b>	<b>DAY 12</b>	<b>DAY 13</b>	<b>DAY 14</b> End of the pay period		

7. Promotion Salary: Upon promotion, an employee’s new pay scale shall be at least 5.0% (five percent) higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid higher than the highest step of the pay range of the classification to which they are being promoted.
8. Mileage Reimbursement: Employees using their own car on authorized CITY business shall receive the standard rate for transportation or travel expense as set yearly by the Internal Revenue Service (IRS).
9. Working Down: Overtime for work in a lower classification will be paid at the employee’s current rate of pay. Captains cannot fill Firefighter/Paramedic vacancies unless they are a currently licensed paramedic.
10. Work Hours: When not engaged in emergency activity, the Daily Shift Schedule will be as follows:
  - o Morning Work Period- 0730 - 1100 hours
  - o 1 Hour Lunch Break between 1100 - 1300 hours
  - o Afternoon Work Period from 1300 - 1700 hours

Work to be performed during the Daily Shift Schedule will include but not be limited to: Station and Apparatus Maintenance; Fire Operations and EMS Training; Pre-Fire Planning; Fire Prevention Inspections which include Residential and Commercial

Rentals, Commercial Properties, Weed Abatement and Alley Inspections; Community Education Programs; CITY CPR Instructor/Trainer, and other duties as assigned.

Employees may begin their physical fitness program at 0730, provided that they are available to respond, if necessary, and as long as the employee finishes the workout, showers, and is in uniform by 0930. Captains are responsible for ensuring that their crews utilize this time for working out. Otherwise, all physical training will be performed after the end of the afternoon work period. Employees may begin their physical fitness program at 1630 if they are unable to workout in the morning.

The CITY and the ASSOCIATION agree that there shall be a CPR instructional program under the direction of the Fire Chief.

In the event of operational needs, this section can be modified at any time at the direction of the Fire Chief to meet the needs of the CITY.

### **Article 10.0 Sick Leave**

Sick leave benefits are subject to the Healthy Workplaces/Healthy Families Act of 2014, and any subsequently adopted state regulations. If there is a conflict between this MOU and the requirements of the Healthy Workplaces/Healthy Families Act of 2014 or any duly adopted state regulations, the Healthy Workplaces/Healthy Families Act and/or state regulations shall prevail.

#### Full-Time City Employees:

It is agreed that sick leave for each probationary and regular full-time employee in the CITY service is subject to Imperial Beach Personnel Rules Article VII Section 5 and to the following provisions authorized as follows:

1. Sick Leave Accrual:
  - a. Employees hired prior to July 1, 2011 - Employees shall accrue sick leave with pay at the rate of 11.833 (5.461 hours per pay period) hours for each full month of service for a total of 142 hours for each full twelve months of service. A maximum of 1400 hours may be accumulated.
  - b. Employees hired on or after July 1, 2011, and prior to July 1, 2019 - Employees shall accrue sick leave with pay at the rate of 11.833 (5.461 hours per pay period) hours for each full month of service for a total of 142 hours for each full twelve months of service. A maximum of 1120 hours may be accumulated.
  - c. Employees hired on or after July 1, 2019 - Employees shall accrue sick leave with pay at the rate of 11.833 (5.461 hours per pay period) hours for each full month of service for a total of 142 hours for each full twelve months of service. A maximum of 784 hours may be accumulated.

2. Sick Leave Permitted: Sick leave shall not be considered as a privilege which an employee may use at his own discretion but shall be granted only upon the recommendation of the department head. Employees may use accrued sick leave with pay for absences necessitated as follows:
  - a. Actual personal sickness or disability for the first fourteen (14) calendar days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance; or
  - b. Medical or dental treatment for the first fourteen (14) calendar days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance; or
  - c. In case of emergency illness, including contagious disease, or injury in the immediate family or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the State of California and provide proof to the CITY; or
  - d. Bonding time after the birth or adoption of a child as specified in Section 3 below.
3. Sick Leave Usage for Family Bonding Time: Eligible employees may be permitted to use sick leave in accordance with the Family Medical Leave Act and the California Family Rights Act.
4. Sick Leave Payoff:
  - a. Sick leave conversion into the Health Retirement Account (HRA) will occur in accordance with the signed agreement between the CITY and the ASSOCIATION.
    - i. Per HRA contract, an employee is 100% vested after 5 years of service (based upon DOH) or death.
    - ii. Upon retirement, if vested, final payout of sick leave hours will be paid 50% into HRA and 50% service credits if the employee is enrolled in CITY group medical prior to 60 days prior to retirement.
    - iii. If the employee separation from employment is not due to retirement, then the sick leave conversion will be according to the provisions of the HRA contract.

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

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

and i, ii, and iii above will be adjusted accordingly.

6. Sick Leave Conversion Procedure: At the time of separation due to retirement, the sick leave conversion shall be compensated at the hourly rate paid the employee at the time of conversion. For computation of separation, employees will have oldest sick leave deducted first when used.
7. Part-time Employees: Pursuant to the Healthy Workplaces/Healthy Families Act of 2014, effective July 1, 2015, or upon hire, whichever is later, a part-time employee will receive 72 hours (3 days) of paid sick leave to be used during that fiscal year. Thereafter, on July 1st of each year, part-time employees will be provided with 72 hours or 3 days of paid sick leave that may be used during that fiscal year. Unused paid sick leave must be used during the fiscal year earned and does not rollover from fiscal year to fiscal year. Part-time employees are not entitled to cash out unused paid sick leave at any time nor upon separation from employment. Part-time employees may begin using paid sick leave upon their 90th day of employment.
8. All Employees: In accordance with the Healthy Workplaces/Healthy Families Act of 2014, employees may use up to 72 hours (3 days) of paid time off for sick leave for the following purposes:
- a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Family member includes any of the following:
    - i. 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.
    - ii. 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.
    - iii. A spouse.
    - iv. A registered domestic partner.
    - v. A grandparent

- vi. A grandchild
  - vii. A sibling
- b. For an employee who is a victim of domestic violence, sexual assault, or stalking:
- i. 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.
  - ii. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
  - iii. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
  - iv. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - v. 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.
9. Sick leave conversion into the Health Retirement Account (HRA) will occur in accordance with the signed agreement between the CITY and the ASSOCIATION.

The CITY's Personnel Rules shall be revised and amended to reflect these changes.

**Article 11.0 Holiday and Vacation Benefits**

1. Floating Holidays: Employees shall receive seventy-two (72) 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 Fire Chief. Floating holidays will be prorated as follows for new employees:
- a. A new employee with a hire date in July through December will receive seventy-two (72) hours of floating holiday time in the fiscal year during which the employee is hired;
  - b. A new employee with a hire date in January and February will receive Thirty-six (36) hours of floating holiday time in the fiscal year during which the employee is hired;

- c. A new employee with a hire date in March and April will receive eighteen (18) hours of floating holiday time in the fiscal year during which the employee is hired;
- d. A new employee with a hire date in May and June will not receive any floating holiday leave in the fiscal year during which the employee is hired.

The 72 hours of floating holiday will expire on June 30<sup>th</sup> of each year. The employee may not roll over any unused floating holiday into the following fiscal year.

- 2. Vacation Accrual: Vacation will accrue per pay period on a bi-weekly basis. The annual maximum accumulation will be based on the employee’s full-time employment anniversary date. Vacation leave shall stop accruing when the employee’s balance reaches twice their annual accrual. Each eligible full-time employee shall accrue vacation at the following rates:

<u>Years of Service</u>	<u>Annual Accrual*</u>	<u>Bi-Weekly Accrual Rate</u>
0 – 5 years	293 hours	11.27 hours
5 – 10 years	326 hours	12.56 hours
10 – 15 years	350 hours	13.48 hours
15 – 20 years	382 hours	14.71 hours
20 – 25 years	406 hours	15.64 hours
25+ years	430 hours	16.56 hours

\*Indicates figures are rounded

- 2. Vacation Time-Selling: Permanent Firefighter personnel may sell back accumulated vacation twice a year. The sell-back criteria is as follows:
  - a. Employees may sell vacation accruals back to the CITY twice per calendar year. A maximum of 112 hours in the first pay period in June and 112 hours in the first pay period in December at the employee’s current rate of pay when the vacation is sold back.
  - b. Between December 1 and December 20, an employee may make an irrevocable election to cash out up to two hundred and twenty-four (224) hours of accrued vacation, which will be earned in the following calendar year, at the employee’s base rate of pay. On the pay day corresponding with the pay period that includes June 1<sup>st</sup> and/or December 1<sup>st</sup> of each year in the following year, the employee will receive their vacation cash out for the amount of vacation leave that the employee irrevocably elected to cash out in the prior year.

- c. If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that, assuming an employee had a vacation leave balance prior to January 1<sup>st</sup>, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out. However, if in the first pay period in December, an employee does not have the amount of vacation on the books that they irrevocably elected to cash out in the prior year, the employee will be cashed out for the hours the employee has on the books at that time.
- d. The sell-back request shall be sent to the Human Resources Department, in writing by email, every year between December 1 and December 20.
- e. Employees must maintain a minimum of 112 hours of vacation accruals after the sell-back.

**Article 12.0 Educational Benefits**

The CITY, as employer shall maintain a program providing for the partial refund of tuition and fees for all courses taken by employees when such courses are included in the courses required to obtain or maintain a job-related certificate, Associates in Fire Science or Baccalaureate Degree in Public Administration or any other course previously approved by the Fire Chief. Those employees who are full-time, permanent and have completed a probationary period are eligible for tuition reimbursement. The CITY agrees to budget for \$2,000 per year per full-time, permanent employees that have completed a probationary period for fees and/or tuition for such firefighting classes, seminars, etc. The program will allow full-time, permanent employees that have completed a probationary period to exceed \$2,000 for tuition reimbursement if they are working towards a Baccalaureate or Masters Degree in Public or Business Administration, Associates in Fire Science, Fire Officer Certificate, or other job-related degree or certificate, provided that the Fire Chief pre-approves a Career Plan submitted by the employee. An approved Career Plan is required in order for an employee to exceed \$2,000 in reimbursements. All classes would require prior approval of the Fire Chief 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 course 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, 2023, the CITY will reimburse employees in excess of \$2,000 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 is the maximum amounts the CITY will reimburse:

Professional Certifications	Pass; complete certification	Tuition, fees, books, and supplies	\$5,100 per the program or per year
Associates	Minimum of a grade "C" or better	Tuition, fees, books, and supplies	\$5,100 per year
Undergraduate	Minimum of a grade "C" or better	Tuition, fees, books, and supplies	\$9,690 per year
Graduate	Minimum of a grade "B" or better	Tuition, fees, books, and supplies	\$12,240 per year

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 Chief Administrative Officer.

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

California State Fire Marshal's Fire Officer Certificate or all the required classes as of January 1, 2016, or an Associate degree	\$50.00 per month paid bi-weekly.
Bachelor's degree	\$60.00 per month paid bi-weekly
Master's degree	\$70.00 per month paid bi-weekly

Employees will not receive an education incentive payment for any degrees or certificates required as a minimum qualification of the position. The fire officer stipend can be combined with the degree stipend, but two-degree stipends cannot be combined.

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

**Article 13.0 Employee Benefits**

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

The CITY is required by law to administer the ACA, and IRS regulations 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. Effective July 1, 2025, the CITY agrees to pay up to \$2,250 per month in premiums for medical, dental, and vision insurance for the employee and the employee's dependents, not to exceed \$27,000 per fiscal year. This allotment is to be maintained throughout the term of this contract.

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.

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.

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.

Effective January 1, 2017, there will be no taxable cash out benefit.

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 for Health Care and Dependent Care:

Two Flexible Spending Accounts (FSA's), under Sections 105, 125, 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 healthcare and dependent care reimbursements on a pre-tax basis. If the CITY does not meet IRS regulations or if the IRS regulations change for any reason, this benefit may be discontinued.

- a. Healthcare FSA. Before the start of the FSA plan year (January 1 to December 31), represented employees may contribute the maximum amount not to exceed the Internal Revenue Service (IRS) plan year to pay for eligible healthcare expenses. Salary reductions will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the

CITY. This is a reimbursement program. Participating employees must submit documentation of payment on the appropriate forms to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

- b. Dependent Care FSA. Before the start of the FSA plan year (January 1 to December 31), represented employees may contribute the maximum amount not to exceed the Internal Revenue Service (IRS) plan year to pay for eligible dependent care. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.
- c. FSA Administration. The CITY reserves the right to contract with the Third-Party Administrator (TPA) for administration of both FSA's. The CITY will pay the start-up costs associated with the third-party administration, if any required. The CITY pays monthly administration fees.

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

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

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

4. Enrollment and Election:

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

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

- a. At the next open enrollment
  - b. Subsequent to proof or loss of coverage under the spouse's plan, re-enrollment may occur on the first of the month following 30 days after notice of this event is given to the CITY Human Resources Department via approved and completed enrollment forms.
  - c. As allowed under any federal or state regulations.
  - d. The CITY shall not be liable for any medical costs resulting to the employee as part of this election.
5. 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 the Firefighters agree to reopen negotiations during the term of this MOU to consider changes to matters investigated and reviewed by the Health Insurance Committee.

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

#### **Article 14.0 Uniform Replacement Allowance**

Full-time permanent employees will receive a uniform allowance in the amount of \$62.00 per pay period paid with their regular checks for the purchase, rental, and/or maintenance of uniforms.

Company Officer shall have a daily inspection of personnel uniforms and a quarterly inspection in writing signed off by the Fire Chief. Uniforms are expected to be clean, in good shape, no tears or stains, and in quality and professional condition.

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

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

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

### **Article 15.0 Physical Examinations**

The CITY will provide comprehensive physical examinations annually for all firefighting personnel. The medical evaluation shall include health risk assessment, lab, respiratory fitness, medical evaluation, and fitness evaluation.

New employees must provide a CPAT certificate dated within six months prior to date of hire.

All employees will receive a comprehensive physical examination every twelve (12) months during a scheduled or assigned shift. The physical examination will be provided by the CITY's contracted medical provider. The examinations must include the following components:

- Labs & Urinalysis
- QuantiFERON Gold TB (blood test)
- Full Physical Examination
- Cardiopulmonary Screening & Fitness Assessment
- Ultrasound Enhanced Cancer Screening
- Galleri 50+ Multicancer Detection Test

All new fire employees shall receive the above-mentioned physical examination within four (4) months of employment. The physical examination shall be completed during a scheduled or assigned shift.

Existing employees covered by this Agreement shall receive the above-mentioned examination within ninety (90) days from the adoption of this agreement. The physical examination shall be completed during a scheduled shift.

In keeping with the intent of the Fire Service Joint Labor Management Wellness-Fitness Initiative, participation in the complete wellness program shall be non-punitive.

## **Article 16.0 Prevailing Benefits**

All benefits, privileges and working conditions within the scope of representation which are not included in this agreement shall continue during the term of this agreement unless modified as a result of meeting and conferring between the parties as required by State Law.

## **Article 17.0 Service to the Public**

The Imperial Beach Firefighters' Association will actively assist in and encourage improved service to the citizens of Imperial Beach and the ASSOCIATION members will at all times provide helpful and courteous service to the citizens of Imperial Beach.

## **Article 18.0 Term**

The term of this MOU shall be for a two (2) year period commencing July 1, 2025 and ending June 30, 2027. This MOU shall remain in effect and shall not expire prior to June 30, 2027.

## **Article 19.0 Salaries**

Upon the ratification of this Memorandum of Understanding (MOU), the salary schedule will be amended to add one (1) additional step, Step Seven (7) at five percent (5%). Employees currently being compensated at Step Six (6) upon the ratification of this MOU shall receive a step increase to Step Seven (7). Those employees advancing to Step Seven (7) will have an adjusted anniversary date based on the ratification of this MOU. All other employees will receive a step increase on their anniversary date.

Effective July 1, 2025, all full-time permanent and probationary employees will receive a two percent (2%) cost-of-living-increase.

Effective July 1, 2026, all full-time permanent and probationary employees will receive a two-and-a-half percent (2.5%) cost-of-living-increase.

## **Article 20.0 Retirement Benefits**

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

1. The CITY contracts with the California Public Employees' Retirement System ("CalPERS" or "PERS") to provide retirement benefits for its employees. Pursuant to prior agreements and state mandated reform, the CITY has implemented first, second, and third-tier retirement benefits as follows:

- a. Fire Employees (Classic Member – **Tier 1**): The CalPERS formula for employees hired prior to July 1, 2011, shall be at 3% at 50 with the use of average of the employee’s highest-one-year salary.
  - b. Fire Employees (Classic Member – **Tier 2**): The CalPERS formula for employees hired on or after July 1, 2011 and prior to January 1, 2013, shall be 2% at 50 with the use of average of the employee’s highest three-year salary.
  - c. Fire Employees (**PEPRA** Member): The CalPERS formula for employees hired on or after January 1, 2013, shall be 2.7% at 57 with the use of average of the employee’s highest-three-year salary as defined by the Public Employees Pension Reform Act (PEPRA) and related Public Employees’ Retirement Law (PERL). All new employees/members hired on or after January 1, 2013 pay 50% of the normal cost contribution.
2. Employee Cost Sharing: The employee's share shall be half of the total Normal Rate towards the CalPERS retirement benefit as set forth below. Employee retirement cost-sharing contributions that are in addition to the normal CalPERS Member Contribution will be calculated on base pay, special pays, and other pays normally reported as pensionable compensation and will be made on a tax-deferred basis through payroll deduction under 414(h)(2).

- a. Fire Employees (Classic Member – Tier 1): Currently, employees/members contribute 9% of the employee rate, plus a 6.78% modifier.

Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing an Additional Cost of 3% for a total modifier of 9.78% and will continue to contribute fifty percent (50%) of the total Normal Rate cost sharing contribution of pensionable compensation towards retirement costs as permitted under Government Code §20516(f) as the total Normal Rate increases.

- b. Fire Employees (Classic Member – Tier 2): Currently, employees/members contribute 9% of the employee rate, plus a 3% modifier.

Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing an Additional Cost 3% for a total modifier of 6% in order to continue to contribute fifty percent (50%) of the total Normal Rate cost sharing contribution of pensionable compensation toward retirement costs as permitted under Government Code §20516(f) as the total Normal Rate increases.

- c. PEPRA employees/members pay 50% of the normal contribution as defined by the Public Employees Pension Reform Act (PEPRA) and related Public Employees’ Retirement Law (PERL).

The CITY must amend the contract with CalPERS every time the total Normal Rate cost increases. The Union and its employees/members agree to comply with CalPERS requirements to amend the contract, which includes an affirmative vote of employees/members to share 50% of the total Normal Rate costs. Parties agree that members/employees paying 50% of the total Normal Rate cost shall survive the expiration of the MOU.

3. Report of Employer Paid Member Contribution (EPMC): Effective July 1, 2011, the EPMC will no longer be reported to CalPERS and will not be included in an employee's final compensation for employees.
4. PERS 1957 Survivor Benefit: Pursuant to California Public Employees Retirement Law Section 21546 (1957 Survivor Allowance) (i) On and after April 1, 1972, this section shall apply to all contracting agencies and agencies that have previously elected to be subject to this section.
5. Deferred Compensation: The CITY will make available a 457 Deferred Compensation Program to all full-time employees.
6. Part-time employees: All part-time employees will be enrolled in PARS and will not pay into social security.

#### **Article 21.0 Recognition**

The CITY recognizes that the ASSOCIATION is the sole and exclusive bargaining agent and representative for the classifications which are currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law. These classifications are:

1. Fire Captain/Paramedic
2. Fire Captain
3. Fire Engineer/Paramedic
4. Fire Engineer
5. Firefighter/Paramedic
6. Firefighter/EMT
7. Firefighter/Paramedic Recruit

#### **Article 22.0 Payroll Deduction of Dues**

The CITY agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the designated representative of the ASSOCIATION from the pay of those employees who individually request in writing that such deductions are made. The total amount of deductions shall be remitted, each pay period, by the CITY to the representative of the ASSOCIATION. This authorization shall remain in full force and effect until such authorization has been revoked in writing by the employee.

### **Article 23.0 Rules and Regulations**

The ASSOCIATION agrees that its members shall comply with all applicable CITY and Fire Department rules and regulations, including those relating to conduct, work performance, and personnel matters. Revisions to any of these rules and regulations require proper notice to ASSOCIATION and meet and confer process.

The employer agrees that disputes concerning departmental rules and regulations which affect working conditions and personnel practices are subject to the Grievance Procedure.

### **Article 24.0 Renegotiation**

In the event either party desires to meet and confer on the provisions of a successor MOU, it shall serve upon the other, not later than April 1<sup>st</sup> of the year that this MOU expires, its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor MOU.

### **Article 25.0 Implementation**

This MOU constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council. It is agreed that this MOU shall not be binding either in whole or in part unless and until the City Council acts by majority vote formally to approve and adopt this MOU.

### **Article 26.0 Emergency**

Nothing contained herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify the ASSOCIATION of such changes as soon as possible. Such emergency assignments shall not extend beyond the period of the emergency. Emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

### **Article 27.0 Employee Assistance Program**

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

### **Article 28.0 Savings Clause**

If any provisions of this MOU or the enabling resolution are at any time, or in any way, held to be contrary to any law by any court or proper jurisdiction, the remainder of this MOU and the remainder of the enabling resolution shall not be affected thereby, and shall remain in full force and effect.

### **Article 29.0 Agreement Review**

Recognizing the joint concern over the City of Imperial Beach's ability to fund the recommendations contained within the agreement, it is mutually understood that should the

California State Legislature mandate a salary or fringe benefit item applicable to employees represented by the ASSOCIATION, CITY may, at its option, require that this Memorandum be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the ASSOCIATION, the ASSOCIATION may, at its option, require that this MOU be reviewed.

It is understood that the ASSOCIATION and the CITY may discuss and consult with each other with respect to non-economic items during the period of this agreement, except as noted above, in order to further communicate between the CITY and ASSOCIATION in an effort to promote the improvement of personnel management and employer-employee relations.

### **Article 30.0 Catastrophic Leave**

The CITY agrees to implement a Catastrophic Leave policy to allow vacation, floating holiday, sick leave, or compensatory time credits to be transferred from one employee to another on an hour-for-hour basis for authorized catastrophic leave. A maximum of 20 hours of sick leave, and up to a combined total of 56 hours of vacation, floating holiday, compensatory time, and sick leave per employee may be transferred with the receiving employee's credits not exceeding more than 520 hours over any 24-month period without City Manager approval.

### **Article 31.0 Reopener Provisions**

If or when the CITY desires to implement a change to the current ambulance transportation service, the CITY and ASSOCIATION agree to meet and confer with the other party on such service.

### **Article 32.0 Paramedic License**

The Captain/Paramedic License, 5% will be added to the base pay of the Captain classification to become Captain/Paramedic. The Engineer/Paramedic License, 7.5% will be added to the base pay of the Engineer classification to become Engineer/Paramedic. Captain/Paramedic, Engineer/Paramedic, and Firefighter/Paramedics are required to retain a Paramedic License as a condition of employment with the CITY.

### **Article 33.0 Minimum Staffing**

For all shifts, on all days, a minimum of three full-time fire suppression personnel shall be on duty per 24-hour shift.

### **Article 34.0 Mandatory Mess**

All members of the fire suppression unit on shift shall participate in a mandatory mess. Exceptions to this Article shall only be allowed for religious, dietary, or medical reasons. Except for unusual circumstances and emergencies, one member of the crew shall be allowed to cook and prepare meals during normal work hours. Such arrangement will be administered by the ASSOCIATION in accordance with applicable laws. Employees will be responsible for all tax consequences, where applicable. This section shall not be subject to the grievance procedure.

### **Article 35.0 Bi-lingual Pay Differential**

When an employee possesses competent bi-lingual skills in Spanish, that full-time employee shall be granted \$50.00 per month for use of this skill, with part-time employees receiving \$.40 per hour, not to exceed \$50.00 per month. Prior to an employee receiving bi-lingual pay, competence shall be determined by an oral and written test. If an employee fails the test, they are eligible to re-take the test in 6 months. Effective January 2016, employees will have the option of taking the bilingual test related to Fire Department Operations. Prior to January 2016, employees may take the bilingual test related to general CITY services.

### **Article 36.0 Longevity Pay**

The CITY recognizes and appreciates the long-term service of permanent employees who have completed at least 20 years of total CITY service. In addition to other compensation paid for the services of employees, longevity pay shall be paid to employees on the following basis:

1. After twenty (20) years of active, continuous, and uninterrupted service, the employee will receive, on an annual basis, two hundred dollars (\$200) per month paid bi-weekly basis (\$100 each pay period for a total of 24 pay periods).

Vacation, sick leave, workers' compensation leaves, military leave, compensatory time, suspensions with pay, floating holidays, and other approved CITY paid leaves of absence shall be considered continuous and uninterrupted time. All unpaid suspensions and approved leaves of 30 days or less shall be considered continuous and uninterrupted time; those of more than 30 days shall be continuous employment but interrupted.

In the event an employee ceases to be employed by the City of Imperial Beach for a reason other than military service or lay-off, all rights to longevity pay shall be forfeited and expired, and if said employee is subsequently re-employed by the CITY, said employee shall not be entitled to any longevity pay by reason of any prior employment.

For classic and PEPRA members, longevity pay is considered special compensatory pay after five years of qualifying service, therefore the longevity pay will be reported to CalPERS.

