



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF IMPERIAL BEACH

And

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
LOCAL 221**

TERM:

July 1, 2025 – June 30, 2027

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Exhibits:

- Exhibit “A” SEIU Recognition of Miscellaneous Service Classifications – FY 2025-2027
- Exhibit “B” Classification & Compensation Study and Marine Safety Independent Assessment Salary Changes

Preamble

Representatives of the City of Imperial Beach and the Service Employees International Union (SEIU), Local 221, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have exchanged freely information, opinions, and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as “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 SEIU, Local 221, hereinafter referred to as “UNION” or “SEIU,” and it supersedes all prior agreements, commitments, and practices.

It is understood by the parties that part-time seasonal employees continue to be entitled to the benefits that they were receiving as of the effective date of this agreement. It is further understood that those benefits which the part-time seasonal employees are not currently receiving will not apply to them for the duration of this agreement, with the exception of benefits contained in this agreement. It is agreed that Permanent Part-Time employees are those who have CalPERS membership and work up to 1,500 hours in a fiscal year.

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-year (2) period commencing July 1, 2025, and ending June 30, 2027.

The City of Imperial Beach recognizes that the UNION is the sole and exclusive bargaining agent and representative of the City of Imperial Beach’s Miscellaneous Classified Service, which is currently in the bargaining unit or which may later be added pursuant to the Imperial Beach Employer-Employee Relations Policy and State Law.

Article 1.0 Recognition

The City of Imperial Beach recognizes SEIU, Local 221, as the exclusive representative for employees in the classifications listed in Exhibit “A.”

Article 2.0 Management Rights

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

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

Article 3.0 Employee Rights

1. It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:
 - a. The right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the CITY, or to refuse to join or participate in the activities of any organization.
 - b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of his/her department head, his/her supervisor, or other employees, or employees' organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
 - c. The right to represent himself/herself individually in his/her employee relations with the CITY or through an authorized UNION representative.
2. 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.
3. Personnel Folder: Employees have the right to review their individual personnel folder in the presence of a Human Resources Department staff member. Access shall be scheduled at the convenience of the employee and the Human Resources Department. When requested, copies of all materials to be included in personnel folders shall be provided to individual employees.

Article 4.0 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 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 UNION 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.

1. Bulletin Boards: CITY bulletin boards shall be provided to the UNION at City Hall, Fire Department, Public Works, Parks, Recreation and Community Services, and the Marine Safety Departments for

UNION communications with members, including posting announcements, news items, meeting notices, agendas, social activities, and related materials. The UNION shall be responsible for maintaining the space provided.

2. Visitation Rights: It is agreed that the authorized representatives of the UNION shall be allowed to visit the CITY's work premises for the purpose of ascertaining whether or not this 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. A Steward is an employee who is elected or appointed by a labor union to represent and advocate for the interests of their fellow union members in the workplace. 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 department head or immediate supervisor. The Business Agent or authorized representatives shall not interfere with the normal work hours operations or cause unnecessary loss of time to the CITY. A Business Agent is a key representative of a labor union who serves as the primary link between the union and its members, as well as between the union and employers.

Article 5.0 Unfair Employee Relations Practices

1. It is agreed that it shall be unfair employee relations practice for the CITY and its management representatives:
 - 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 UNION, its representatives, or members:
 - a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in the 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 6.0 Grievance Procedure

Purpose: The purposes and objectives of the grievance procedure are to:

- a. Assure the just treatment of all employees and promote harmonious relations among employees, supervisors, and management; and

- b. Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary; and
 - c. Resolve grievances as quickly as possible and correct, if warranted and possible, the causes of grievances, thereby reducing the number of grievances and future similar complaints.
1. Definitions: For the purpose of this grievance procedure, the following definitions apply:
- a. “Grievance”: A written complaint of an employee or a group of employees claiming violation of the application or interpretation of the specific express terms of the MOU for which no other specific method of review is provided in the MOU or other CITY rules.
 - b. “Grievant”: An employee or group of employees who are members of the Association and adversely affected by an act or omission of the CITY related to the Grievance.
 - c. “Representative”: An individual who appears on behalf of the grievant.
2. Reviewable and Non-Reviewable Grievances:
- a. To be reviewable under the procedure, a grievance must:
 - i. Meet the definition of a “grievance”; and
 - ii. Concern matters or incidents that have occurred directly to the grievant; and comply with the specifics of a Grievance set forth in Section 4, the Grievance Procedure set forth in Section 7, and the Special Provisions of the Grievance Procedure in Section 8, including all requirements and timelines.
 - b. A Grievance is not reviewable under this procedure if it is a matter which:
 - i. Is reviewable under, or is subject to some other administrative procedure and/or the Personnel Rules and regulations of the CITY, such as:
 - A. Applications for changes in title, job classification, or salary;
 - B. Appeals arising out of merit system examinations or appointment; and/or
 - C. Complaints arising from the CITY’s health insurance plan.
 - ii. Would require a change in prevailing ordinances, resolutions, or contracts, or to circumvent existing avenues of relief where appeal procedures have been prescribed;
 - iii. Require modification of a policy established by law; or
 - iv. Would require the “meet and confer” process for desired change.

3. Specifics of the Grievance and Determination of Reviewability:

In presenting a Grievance, the grievant shall set forth the following information:

- a. The specific section of the MOU allegedly violated;
- b. The specific act or omission which gave rise to the alleged violation;
- c. The date or dates on which the violation/s occurred;
- d. The documents, witnesses, or other evidence that supports the grievant's position; and
- e. The remedy requested or relief sought.

Once a formal written Grievance is received by the Department Director or Human Resources Department (step 2, below), it shall be reviewed by the Human Resources Director and/or the Chief Administrative Officer, who will have the authority to determine if the Grievance is a grievable issue.

4. Consolidation of Grievances:

If the Grievance involves a group of employees or if a number of employees file separate grievances on the same matter, the grievance shall, whenever possible, be handled as a single grievance.

5. Settlement and Reprisal:

- a. Settlement: Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if the grievant party fails to present the matter to a higher authority within the prescribed period of time. No settlement to any grievance shall be considered precedential or bind the UNION or CITY to any interpretation of this agreement, rules, regulations, or policies of the CITY or Department without the UNION and CITY's express written consent.
- b. Reprisal: The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal based on the filing of the grievance by the grievant's supervisor, superior, or department head, provided the employee observes the provisions of this Grievance procedure.

6. Grievance Procedure:

The following procedure shall be followed by a grievant submitting a Grievance:

- a. Step One: Discussion with Supervisor. The grievant shall orally present the grievance to the grievant's supervisor within ten (10) calendar days after the grievant knows or reasonably should have known the event or events on which the grievance is based. Within ten (10) calendar days, the supervisor shall give a decision to the grievant orally. Any agreement between the grievant and the supervisor shall be subject to the approval of the Department Director before it shall be deemed to "settle" the grievance. The supervisor may designate

another supervisory employee of his/her choosing to act on his/her behalf with the approval of the Department Head.

- b. Step Two: Written Grievance to Department Director or Human Resources Department, or the Chief Administrative Officer. If the grievant and supervisor or designee cannot reach an agreement as to a solution of the grievance, or the grievant has not received a decision within a seven (7) calendar day limit, the grievant may, within seven (7) calendar days, present the grievance in writing to the Department Director. The written grievance to the Department Director or Human Resources Director or Chief Administrative Officer shall be submitted on a form prescribed by the CITY for this purpose. The Director shall review the grievance and give written decision to the grievant within seven (7) calendar days after receiving the grievance. The Department Director may designate another Director-level/manager employee of his/her choosing to act on his/her behalf.
- c. Step Three: Grievance to City Manager. If the grievant and the Department Director cannot reach an agreement as to the solution of the grievance or the grievant has not received a decision from the Director within the fifteen (15) calendar day limit, the grievant may, within fifteen (15) calendar days, present the grievance in writing to the City Manager for an appeal hearing.

At the hearing before the City Manager or his/her designee, the grievant may be represented by a representative, including but not limited to an Association representative or an attorney, and the CITY may be represented by a representative, including but not limited to a CITY employee or attorney.

The parties may submit opening briefs to the City Manager (or designee) at the commencement of the hearing. The grievant or their representative shall be permitted to make an opening statement at the commencement of the hearing. The CITY or its representative shall be permitted to make an opening statement or reserve an opening statement until the presentation of its case.

The grievant shall have the burden of proof by the preponderance of the evidence. The order of presentation shall be that the grievant shall present a case first, followed by the CITY.

Both parties may produce, on their behalf, relevant oral or documentary evidence. Each party shall provide enough copies of documentary evidence to the hearing for the City Manager (or designee), the other party, and a witness copy. Witnesses will be permitted, and all witnesses shall be sworn in for the record prior to offering testimony at the hearing. Employees of the CITY who testify at the hearing during working hours will be released and compensated while appearing at the hearing. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing. The hearing need not be conducted according to the technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determining the facts. The rules dealing with privileged information shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.

Unless otherwise agreed to by the parties, closing briefs will not be permitted. The parties have the right to present a closing argument to the City Manager (or designee) after both parties rest their case. The City Manager may place a time limit on closing arguments.

A record of the proceedings shall be maintained, with transcripts to be made available to either party upon the party's request and at the cost to the requesting party.

All parties and their representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of the parties, witnesses, or the City Manager (or designee).

The City Manager (or designee) shall thereafter make written findings of facts and a disposition of the grievance. The City Manager (or designee) shall make a written decision to the parties within fifteen (15) calendar days after the hearing, unless the parties consent to an extended timeline. The decision of the City Manager (or designee) shall be final.

7. Special Provisions of the Grievance Procedure:

- a. Grievances may be initiated only by a grievant.
- b. The employee shall discuss the grievance with the employee's immediate supervisor promptly within ten (10) calendar days after the act or omission of management causing the alleged grievance.
- c. The employee may be self-represented or may choose someone as a representative at any step of this grievance procedure. No person hearing a grievance need recognize more than two representatives for any grievant at any one time, unless desired.
- d. Grievances will be handled during working hours whenever possible. A grievance will be discussed and processed on CITY time during the regularly scheduled working hours of the parties involved, except that no overtime or additional compensation shall be allowed if the proceedings extend beyond the employee's or representative's regularly scheduled working hours. The employee and representative shall cooperate with the Department in such a manner that there will be a minimum of interference with the normal operations of the Department's work.
- e. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved.

Article 7.0 Discharge or Other Disciplinary Action

1. 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.
2. It is agreed that all appeals relating to disciplinary action shall be submitted in writing to the CITY in accordance with Article IX – Disciplinary Procedure, of the City of Imperial Beach Personnel Rules, incorporated herein.
3. Dismissal During Probation: It is agreed that the CITY shall have the right to dismiss for cause any newly hired employee during the initial twelve (12) month probationary period, or up to (18) months if the probationary period is extended. In the event that an employee probationary period is extended, the

employee will be notified in writing. Such discharge shall not be subject to the Grievance Procedure or to the Discipline Procedure of the City of Imperial Beach Personnel Rules.

Article 8.0 General Provisions

1. Discrimination: It is agreed that there shall be no discrimination on the part of the CITY or the UNION by reason of race, religious creed, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, color, national origin, or sexual orientation, or any other federally or state recognized protected class, UNION membership or non-UNION membership.
2. 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.
3. Human Resources Department: Where questions arise as to the benefits employees may receive under the CITY's rules, the employee should direct those questions to the CITY's Human Resources Department.
4. 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 their own vehicle instead, the Employee must submit a written request to their department director and explain the reason/s why he/she is choosing to use their own vehicle. The employee understands that the approval is up to their department director. Prior to an employee using 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 for CITY business. Employees will not receive mileage reimbursement for the commute between the Employee's home and work. Employees shall be reimbursed for parking fees paid while using their vehicle on CITY business.
5. Outsource: The CITY shall notify the UNION prior to issuance of any solicitation of work traditionally performed by regular employees of the CITY. The CITY shall notify the UNION in writing thirty (30) days prior to the effective date of any services contract which will require the performance of labor previously provided by CITY employees. In such an event, the UNION may request in writing the discussion of alternatives to such subcontracting. A request to this effect must be received by the City Manager within seven (7) days from receipt by the UNION of the aforementioned notice from the CITY. The CITY shall forestall, for a reasonable period of time, the implementation of any such services contract to allow for a period of negotiation between the CITY and UNION on such alternatives to subcontracting out work previously provided by CITY employees.
6. Ergonomics: The CITY will offer ergonomic equipment to meet the reasonable individual needs of employees at a reasonable cost.

Article 9.0 Pay Differentials

1. Out-of-Class Pay and Temporary Upgrade Pay:
 - a. Out-of-Class 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 the 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.

- i. An employee who is assigned in writing, by the department head, to work in an out-of-class appointment during the fiscal year will be paid at the salary schedule for the higher classification at the lowest step or five percent (5%) above the current salary, whichever is higher.
 - ii. The duration of the out-of-class assignment shall not exceed 960 hours in a fiscal year.
 - b. **Temporary Upgrade Pay:** Temporary Upgrade Pay is defined as compensation to employees who are required to work in an upgraded position/classification at full-time capacity for a limited duration.
 - i. An employee who is assigned, in writing, by the department head to work in a temporary upgraded position during the fiscal year for three (3) or more consecutive working days will, at the next appropriate bi-weekly payroll period, be paid for the shifts five percent (5%) above their current base salary.
2. 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 are as follows:

- a. Employees assigned by the City Manager based on operational needs.
 - b. Designated employees must maintain the CDL active at all times in order to receive the benefit. The benefit will be revoked if the employee does not maintain a current/valid “A” or “B” CDL.
 - c. It is the employee’s responsibility to recertify their medical eligibility and notify the Human Resources Department (HR) prior to the expiration of their medical certification.
 - d. 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 to maintain the benefit.
 - e. Employees that receive this benefit are subject to random drug testing.
3. Bilingual Pay Differential: Full-time employees who complete a competent bilingual skills test shall be granted \$50.00 a month, paid bi-weekly, for use of this skill. Part-time employees who complete a competent bilingual skills test shall receive \$.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.
4. Pay Differential: As designated by the Public Works Director, a maximum of two (2) employees with a Backflow Certification and a maximum of three (3) employees with a 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 the expiration of the certification unless a renewal confirmation is presented to the Human Resources Department. It is the employee's responsibility to keep the certification active and to provide evidence of certification renewal to the Human Resources Department 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.

5. Dive Team Pay: Permanent Full-Time Lifeguards assigned to the Dive Team will receive premium pay of one and one-half (1.5) times the regular rate of pay of base wages when they perform a scuba dive, training, and test for scuba dive. Dive premium pay applies only to actual time in the water utilizing scuba equipment. Dressing time (gear up or gear down), planning time, clean-up time, and annual physical time will be paid at the regular hourly rate. The minimum number of certified divers per dive team shall be no less than five (5). The dive team will be required to conduct the following:
 - a. Train at least once a month; and
 - b. Conduct the IADRS Watermanship Test annually, performed by an external peer; and
 - c. Conduct a dive physical annually by the CITY's certified medical expert.
6. Notary Pay Differential: The CITY will continue to provide \$50.00 per month, paid bi-weekly, to employees who maintain a public notary and who are designated by the CITY as a Public Notary.
7. Special Assignment Pay: As designated by the Marine Safety Department Head, 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 the Junior Lifeguard Program duties. As designated by the Marine Safety Department Head, when 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's regular base salary only while conducting Junior Lifeguard Program duties. The special assignment pay is subject to taxes and pension reporting. 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 Programs, which includes any coordinating activities. Accordingly, employee (s) may receive this benefit for up to five hundred (500) hours during the course of the year. The special assignment pay will cease if the CITY's Junior Lifeguard Program ends and/or is cancelled/postponed.
8. Longevity Pay: The CITY recognizes and appreciates the long-term service of permanent full-time and part-time employees who have completed at least 20 years of total CITY service. In addition to other compensation paid for the services of employees, service recognition pay shall be paid to employees on the following basis:
 - a. Full-Time Employees:
 - i. After twenty (20) years of active continuous and uninterrupted service, (including time worked on a part-time and/or seasonal basis as defined below), full-time employees

will receive on an annual basis, two hundred dollars (\$200) per month paid on a bi-weekly basis (\$100 each pay period for a total of 24 pay periods).

- ii. For the purpose of longevity pay, the time worked as a part-time employee shall be counted towards the twenty (20) years of service as long as the employee meets the following criteria:
 - A. The employee must have worked a continuous and uninterrupted service while employed as a part-time employee. A break in service will be considered a leave of twelve (12) months or more. In the event that an employee has a break in service, their longevity count will reset.
 - B. For the purpose of calculating a year of service while employed on a part-time basis, one (1) year of service shall equal two thousand and eighty (2080) hours worked.

b. Part-Time Employees:

- i. After twenty (20) years of active, continuous, and uninterrupted part-time service, non-lifeguard part-time employees who work a minimum of 40 hours a month will receive, on an annual basis, fifty dollars (\$50) per month; paid bi-weekly basis (\$25 each pay period for a total of 24 pay periods).
- ii. After twenty (20) years of active, continuous, and uninterrupted part-time service, the Lifeguard part-time variable and/or Seasonal Lifeguard employees who work a minimum of 200 hours between April 1st and September 30th of each year, will receive a lump sum payment of \$600 paid the first full pay period in October of every year.

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 PEPPRA members, longevity pay is considered special compensatory after five years of qualifying service; therefore, the longevity pay will be reported to CalPERS.

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 12.0 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 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 alternate work schedule agreement more than two (2) per year only in the event of an emergency or special circumstance, subject to City Manager and/or Chief Administrative Officer, as his/her designee's 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.

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 construed 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 workday, 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) hour 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 varied schedules must be 40 for the workweek. Employees with a flextime work 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. Overtime Defined: Overtime work shall include only time worked by employees at the request of department heads, authorized and approved by the City Manager, and that is in excess of 40 hours in a workweek, provided, however, that leave without pay shall not be considered to be work time.

Lifeguards shall receive overtime only when authorized and approved to work over 40 hours in a workweek, provided, however, that leave without pay shall not be considered to be work time.

Paid leave (including vacation, floating holiday, compensatory time, or sick leave) will be included as hours worked for the purpose of calculating overtime.
5. Overtime Compensation: The overtime shall be compensated by cash payment or by compensatory time off at one and one-half (1-1/2) times the regular rate of pay.

Employees will receive double-time pay that is twice the employee’s normal rate of pay for hours worked of twelve (12) hours and more in one day, according to section 4 above. The smallest unit of time to be used in computing overtime shall be one-quarter (1/4) hour. Pursuant to the Fair Labor Standards Act, overtime will be calculated using the regular rate of pay and will include all legally required specialty pays.

An employee may request that overtime worked may be compensated either by a cash payment or compensatory time, using the calculation stated above in this section. Method of compensation (overtime or compensatory time) shall be determined by the department head.

In compliance with the Fair Labor Standards Act, the maximum accrual of compensatory time is 240 hours and may be carried forward from year to year.

6. Call-Back Pay: An employee required to perform call-back work shall receive a minimum of not less than three (3) hours at one and one-half (1-1/2) times his/her regular range for such call-back work, even if less service is required.
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 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 workday 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 MOU, 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 daylight 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:
 - a. For a normal workday, this includes weekdays, pay shall be two (2) hours per day.
 - b. For a weekend, this includes Saturday and Sunday, pay shall be three (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 overtime 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 three (3) hours (and be paid for actual over-time hours worked) or continue to work in the office to earn the minimum three (3) hours of overtime.
10. Travel Time: If an employee is required to attend an 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.
11. 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.
12. Supervisory Meetings: Any Supervisor covered by this agreement who is required to attend any meeting on CITY business either before or after scheduled work hours shall receive compensation exclusive of travel time.
13. Training Sessions: Employees may be required to attend training sessions necessary for job indoctrination, performance, supervision, workplace safety, and any other training deemed necessary by the CITY, which will be on CITY time.

Article 11.0 Sick Leave and Industrial Accident Benefits

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

Full-Time CITY Employees:

It is agreed that sick leave for each probationary and regular full-time employee in the CITY service, subject to these provisions, shall be authorized as follows:

1. Sick Leave Accrual for employees hired prior to July 1, 2019: Employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of 800 hours may be accumulated.
2. Sick Leave Accrual for employees hired after July 1, 2019: Employees shall accrue sick leave with pay at the rate of 8.334 hours for each full month of service for a total of 100 hours for each full twelve (12) months of service. A maximum of 600 hours may be accumulated.

3. Sick Leave Permitted: Employees may use accrued sick leave with pay for absences necessitated as follows:
 - a. Illness, including contagious disease, or injury for the first fourteen (14) days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance.
 - b. Authorized absence for medical care and/or appointments for the first fourteen (14) days; thereafter, as a supplement (up to 100% of basic wages) to short-term or long-term disability insurance.
 - c. Death, illness, or injury of a member of the immediate family: parent, child, spouse, or domestic partner. To be eligible for the domestic partner benefit, the employee must register their domestic partner with the State of California and provide proof to the CITY.
 - d. Bonding time after the birth or adoption of a child as specified in Section 3 below.
4. 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. An employee who is eligible for and claims State Disability Insurance for baby bonding will not be permitted to use any accrued sick leave for bonding time after the birth or adoption of a child.
5. Evidence of Cause of Absence: An employee with cause may be required at any time to furnish satisfactory evidence substantiating the facts justifying such leave. Such evidence could include a doctor's certificate. Failure to furnish such evidence upon request shall be sufficient reason for denying leave of absence with pay.

A doctor's certificate may be required for a return to work for absences exceeding three (3) days for doctor or dentist's visits, or if the employee has been exposed to a contagious disease and may still be contagious.

6. Sick Leave Payoff:
 - a. Employees hired prior to July 1, 2011: Employees may not cash out accrued sick leave in excess of 800 hours.
 - i. Upon retirement from CITY service: regular employees may choose between the following two options:
 - A. Regular employees may receive cash payment for fifty (50%) percent of up to 800 accrued sick leave hours, with a maximum cash payment for no more than 400 accrued sick leave hours. The remaining fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.
 - B. Regular employees may choose to report one hundred percent (100%) of accrued sick leave hours to CalPERS for conversion to service credit.
 - ii. Upon separation in good standing after five (5) years of completed CITY service: Regular employees shall receive a cash payment for fifty (50%) percent of up to 800 accrued sick leave hours, with a maximum cash payment for no more than 400 accrued sick leave hours.

iii. Upon the death of a regular employee after five (5) years of completed CITY service:

- A. For a deceased employee who was eligible to retire at the time of death: The CITY will report one hundred percent (100%) of the employee’s accrued sick leave at the time of death to CalPERS for conversion to service credit.
- B. For a deceased employee who was not eligible to retire at the time of death: The employee’s beneficiary shall receive cash payment for fifty (50%) percent of the accrued hours of sick leave to a maximum of 400 hours.

b. Employees hired on or after July 1, 2011:

- i. Employees will not be permitted to receive a cash payment for any accrued sick leave.
- ii. Upon retirement from CITY service, fifty percent (50%) of accrued sick leave hours will be reported to CalPERS for conversion to service credit.

7. Sick Leave Payoff Procedure: Sick leave when paid off upon separation shall be compensated at the current or latest pay rate of the employee.

8. Part-Time Employees:

Effective January 1, 2024, part-time seasonal, variable, and permanent employees will receive forty (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 at the beginning of the fiscal year on July 1. Unused sick leave hours may be rolled over annually up to a maximum accumulation of eighty (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.

9. All Employees:

In accordance with California Labor Code 245, employees may use up to twenty-four (24) hours or three (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 members include 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 as parents when the employee was a minor child
 - iii. A spouse
 - iv. A registered domestic partner

- v. A grandparent
- vi. A grandchild
- vii. A sibling
- viii. Or “Designated Person” per 12-month period for paid sick days as defined under California Labor Code 245.5

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 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:
 - 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.

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.

- 10. Industrial Accident Leave: Employees on industrial accident leave shall receive up to 30 working days full pay in lieu of temporary disability payments. Should an industrial injury extend beyond 30 working days, employees may, on a pro rata basis, augment temporary disability pay with accrued sick leave, vacation or compensating time off benefits.

Article 12.0 Holiday Benefits

1. Holidays: It is agreed that holiday benefits for each probationary and regular employee in the CITY shall be authorized as follows:
 - a. New Year’s Day January 1
 - b. Martin Luther King, Jr. Day 3rd Monday in January
 - c. Washington’s Birthday 3rd Monday in February
 - d. Cesar Chavez Day 31st of March
 - e. Memorial Day Last Monday in May
 - f. Juneteenth June 19
 - g. Independence Day July 4
 - h. Labor Day 1st Monday in September
 - i. Veteran’s Day November 11
 - j. Thanksgiving 4th Thursday in November
 - k. Friday after Thanksgiving 4th Friday in November
 - l. Christmas Eve December 24
 - m. Christmas Day December 25
 - n. New Year’s Eve December 31
2. Sunday Holiday: City Hall will be closed on holidays 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 administration 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 administration offices and departments will be closed except fire suppression and lifeguard services.
4. Holiday Pay & Holiday Off Definitions for Full-Time Employees: For the purposes of this Article, Holiday Pay shall be defined as enumerated 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.

To provide flexibility to the classifications in the Parks, Recreation & Community Services and Public Works Department's staff, the following practice will be followed:

- a. The following is a list of classifications within the departments aforementioned:
 - i. Community Services Coordinator
 - ii. Community Response Crew Member
 - iii. Community Response Crew Leader
 - iv. Maintenance Worker
 - v. Maintenance Worker I
 - vi. Maintenance Worker II
 - vii. Lead Maintenance Worker
 - viii. Streets Supervisor
 - ix. Sewer Supervisor
 - x. Tidelands Supervisor
 - xi. Fleet Mechanic
 - xii. Fleet Supervisor
 - xiii. Grounds & Facilities Supervisor

- b. If a holiday falls on an employee's regular scheduled day off, with supervisory approval, the employee may take the City-designated holiday on a mutually agreed-upon different day within the same pay period in which the holiday occurred.

The following conditions apply to this alternate option:

- i. The holiday pay is computed at an individual staff member's base hourly rate of pay.
- ii. Employees should take the holiday leave hours all at once on the same day. E.g. 9 hours of holiday time off.
- iii. Holidays will not be carried over. If the time is not taken off within the time defined above, the holiday will expire and will not be eligible for cash out or added to employee leave accruals. Instead of time off, the employee will receive Holiday Pay as defined in Section b of the MOU above.
- iv. Holidays should not exceed the number of recognized holidays identified under Article 12.0, Section 1.

- v. The effective date of implementation of this Side Letter of Agreement will be the first full pay period following the City Council approval of this Agreement.
 - c. It is the responsibility of the employee and supervisor to ensure that the hours are taken within as defined under Article 12.0, Section 1, and that the employee doesn't take more hours or days than the in lieu of the recognized holiday identified under Article 12.0, Section 1.
5. 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 six (6) hours of holiday off or holiday pay for holidays enumerated in Section 1. Part-time, seasonal, variable, and/or temporary employees whom the CITY does not pay for CalPERS membership are not eligible for this benefit.
6. Holiday Pay for Recognized CITY Holidays: Full-time employees will be paid 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 purpose of calculating overtime.
7. Floating Holidays:
- a. Full-Time Employees:

Employees shall receive 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:

 - i. A new employee hired between July 1 and December 31 will receive thirty-six (36) hours of floating holiday leave upon hire.
 - ii. A new employee hired between January 1 and March 31 will receive eighteen (18) hours of floating holiday leave upon hire.
 - iii. A new employee hired between April 1 and May 31 will receive nine (9) hours of floating holiday leave upon hire.
 - iv. 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.
 - v. The employee may not roll over any unused floating holiday into the following fiscal year.
 - b. Permanent Part-Time Employees:

All permanent part-time employees shall receive six (6) hours of floating holiday leave per fiscal year in the first pay period in July to be taken on a day mutually agreed by the employee and their department head. Floating holidays will be prorated as follows for new employees:

 - i. A new employee hired between July 1 and December 31 will receive six (6) hours of floating holiday leave upon hire.

- ii. A new employee hired between January 1 and March 31 will receive four (4) hours of floating holiday leave upon hire.
- iii. A new employee hired between April 1 and May 31 will receive two (2) hours of floating holiday leave upon hire.
- iv. 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.
- v. The employee may not roll over any unused floating holiday into the following fiscal year.

8. Pay for Working on a Recognized CITY Holiday:

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

a. Full-Time Employees:

- i. Full-time employees that work during a holiday as part of their regular work schedule will receive double (2x) pay for working on Memorial Day, Independence Day, and Labor Day 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 a half (1.5x).
- ii. 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:

- i. Part-time, variable, and seasonal employees that work during the floating holidays as part of their regular work schedule will receive double pay during the following holidays: Memorial Day, Independence Day, and Labor Day holidays. This benefit also applies to permanent part-time employees.
- ii. 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, New and 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.

- c. 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.

Pay for working on a recognized CITY Holiday is in addition to the Holiday Pay listed in section "Holiday Pay for Recognized CITY Holidays" above.

9. Sections 2 and 3 shall not apply to lifeguard employees.
10. 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.
11. Holidays: When a holiday falls on an employee’s normal weekend, as defined in Article 10.0 section 1 & 2 of this MOU, 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.

Article 13.0 Vacation Benefits

1. 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	96 hours	3.69 hours
5 – 10 years	120 hours	4.62 hours
10 – 15 years	160 hours	6.15 hours
15+ years	200 hours	7.70 hours

* Indicates figures are rounded

2. 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 accrual hours to the CITY. The sell-back criteria are as follows:
 - a. Employees may sell vacation accruals back to the CITY once per calendar year. Between October 1st and November 15th, an employee may make an irrevocable election to cash out up to forty (40) 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 December 1 of each year in the following year, the employee will receive their vacation cash out for vacation leave that the employee irrevocably elected to cash out in the prior year.
 - b. 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 1st, 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.
 - c. The sell-back request shall be sent to the Human Resources Department in writing by email every year between October 1st and November 15th.

- d. Employees must have a minimum of 80 hours of vacation accruals remaining after the sell-back.
- e. Employees may sell back up to forty (40) accrued vacation hours.

Article 14.0 Holiday Closures

1. The CITY will implement Holiday Closures to take effect during the employees' regular scheduled workweek between the Actual Holidays of December 25 and January 1 only. During the Holiday Closures, all CITY administrative offices will be closed. Full-time employees, and permanent part-time employees who have an established work schedule of 30 hours or less per week on an annual basis, who are impacted by the closure of CITY facilities during the Holiday Closures shall be compensated holiday pay for the observed Holiday Closures listed in #2 below.
2. Permanent part-time employees will receive six (6) hours per day when regularly scheduled to work for each holiday closure between December 25 and January 1. Full-Time employees will receive the number of hours they are regularly scheduled to work, or if the employee has an arrangement for an alternate work schedule between the holiday closure of December 25 and January 1.

For example, the CITY's administrative and operation hours are Monday through Friday with an alternate Friday closure (9/80 schedule), however there are employees that work Monday through Friday; or there are employees in maintenance that are scheduled to work on Saturday or Sundays.

Employees in lifeguard classifications and part-time Beach/Park Maintenance Workers are not eligible for holiday pay for the Holiday Closures listed above.

Article 15.0 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.

Effective July 1, 2025, the CITY agrees to pay up to \$2,250 per month in premiums for medical, dental, and vision insurance for employees and their eligible dependents, not to exceed \$27,000 per fiscal year. This allotment is to remain throughout the term of this contract.

The Cafeteria Plan allotment may only be used to purchase CITY provided medical, dental, and vision coverages for all full-time employees and their eligible dependents on a pre-tax basis to meet all 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 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 on the first of the month following hire date. The Cafeteria Plan allotment terminates on the last day of the month upon separation.

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

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.

1. 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 through 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, exceed \$5,000 per calendar year. Salary reduction will accrue bi-weekly during the plan year and reimbursements will be made on a schedule to be determined by the CITY. Dependent care must qualify under all pertinent IRS regulations. This is a reimbursement program. Participating employees must submit documentation of payment and other information related to dependent care arrangement to receive reimbursement. Salary reductions not spent by the end of the plan year, by law, are forfeited to the CITY.

c. FSA Administration:

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

2. 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.

3. State Disability Insurance:

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

4. 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.

5. Voluntary Life Insurance Program:

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

6. 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 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.

7. Seasonal Employees Benefit:

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

8. Health Insurance Committee:

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

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

Article 16.0 Uniforms

1. Public Works Employees/Community Response Crew (CRC):

- a. The CITY will provide and maintain all uniforms that are required by the CITY for Public Works and Community Response Crew (CRC) designated employees. The CITY shall issue to all Public Work and Community Response Crew (CRC) designated employees five (5) work uniform t-shirts, after July 1st each year.

2. Full-Time Fire Inspector and Community Park Ranger Employees:

- a. New full-time Fire Inspector employees and Community Park Ranger Employees will receive three (3) pairs of pants, three (3) shirts, one (1) jacket, and one (1) hat on their first day of employment. Every fiscal year, the department director and/or designee shall be responsible for conducting a uniform inspection to determine the quality and shape of such uniforms. If the uniforms are not in good shape or quality and/or have tears or stains, the CITY shall be responsible for purchasing new uniforms to replace the old ones.
- b. Employees shall be responsible for the cleaning and maintenance of the uniforms. If the uniform is lost, stolen, or abused, the employee shall purchase a new one.

3. Part-Time Fire Inspector and Community Park Ranger Employees:

- a. New part-time Fire Inspector and Community Park Ranger employees will receive one (1) pair of pants, two (2) shirts, one (1) hat, and one (1) jacket on their first day of employment. Subsequently, the department director and/or designee shall perform a bi-annual uniform inspection to determine the quality and shape of the uniforms. If the uniforms are not in good shape or quality and/or have tears or stains, the CITY shall be responsible for purchasing new uniforms to replace them.
- b. Employees are responsible for the cleaning and maintenance of the uniforms. If the uniform is lost, stolen, or abused, the employee shall purchase a new one.

4. Lifeguard Employees:

- a. The CITY shall issue all lifeguards the uniforms described in the Lifeguard Policy Manual. Lifeguards shall be responsible for cleaning and maintenance of uniforms. The CITY shall make available for lifeguard use the following: sunscreen, pocket mask (CPR), extra thick rubber gloves, wet suits for winter guards, and jacket. Issued uniform items will be replaced annually if necessary due to normal wear and tear. Old uniform items must be returned prior to being replaced. Lifeguards are responsible and must replace any issued uniform item that is stolen, lost, torn, or damaged due to misuse. The expected life of a jacket is three seasons. If a jacket is lost, stolen, or abused, the lifeguard must purchase a new one. All employees must return all uniforms to the CITY upon separation from CITY service.
- b. CITY shall reimburse all lifeguards upon meeting the minimum hours worked per the Lifeguard Orientation Manual one (1) pair of safety sunglasses not to exceed \$90.00 per year per employee.

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

5. All Employees:

- a. Uniform allowance as defined by the California Public Employees' Retirement System (CalPERS) is a form of "compensation" for "classic" CalPERS members for CalPERS purposes only. As such, any uniform allowance or the value of uniforms for the purchase, rental, and/or maintenance provided by the CITY to designated employees will be reported to CalPERS as part of the employee's annual gross income for purposes of computing the employee's and CITY's CalPERS contribution. This excludes items that are for personal health and safety related. Under PEPR, a uniform allowance or the value of uniforms is not considered pensionable compensation for "new members" of CalPERS.

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

- b. The CITY will report to CalPERS the "monetary value" of no greater than \$300.00 per fiscal year per employee for the purchase, rental, and/or maintenance of uniforms for designated non-lifeguard full-time or permanent part-time employees. The uniform allowance amount will not be reported to CalPERS as special compensation for employees considered new members (as defined by PEPR).
- c. The CITY will report to CalPERS the "monetary value" of no greater than \$590 per fiscal year per employee for the purchase, rental, and/or maintenance of uniforms for designated full-time lifeguard employees.

6. Safety Shoes:

- a. The CITY will provide designated full-time employees in the Public Works, Park Recreation, and Community Services, and Fire Safety Departments a voucher in the amount of \$300.00 per employee per fiscal year for safety shoes. Employees may purchase more than one pair of safety shoes each fiscal year, as needed, with the annual \$300.00 voucher. The voucher shall cover ancillary items such as insoles and shoelaces.
- b. The CITY will provide designated part-time Fire Inspector and Community Park Ranger employees a \$300.00 voucher biannually for safety shoes after July 1st. The voucher shall cover ancillary items such as insoles and shoelaces.

Article 17.0 Salaries

1. Effective July 1, 2025, all employees represented under this MOU will receive the following:

- a. Per Article 17.0 – Salaries of the 2023-2025 SEIU MOU classification & compensation study provision, classifications currently compensated below the market median will be adjusted to ensure that such classifications are compensated at the market median. All salary adjustments will be based on the classification and compensation study results. For the purpose of employee salary step placement under the new salary ranges, employees will be moved to the same step they are currently at within the salary schedule, e.g., if an employee is being compensated at step 1 on their current salary range, the employee’s updated compensation will be step 1 of the new salary range.

Per the classification and compensation study referenced above, employees currently in the Maintenance Worker classification will be reclassified as Maintenance Worker I. For salary placement purposes, each employee’s step will be assigned to the rate closest to, but not lower than, their current hourly rate.

The specific salary adjustments and classifications can be found on Exhibit B.

- b. As a result of the Marine Safety Department’s Independent Assessment, the following classifications will be adjusted:
 - i. Ocean Lifeguard I from range 32P to range 34
 - ii. Ocean Lifeguard II from range 37F to range 46
 - iii. Marine Safety Sergeant from range 50L to range 53
 - iv. Additional Information can be found on Exhibit B.
 - c. All part-time and full-time employees represented under this MOU will receive a 2% cost-of-living adjustment (COLA).
 - d. All salary changes will be retroactive to July 1, 2025.
2. Effective July 1, 2026, all part-time and full-time employees represented under this MOU will receive a 2% cost-of-living-adjustment (COLA).
3. 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 at 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 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.

4. Promotion Salary: Upon promotion, an employee’s new pay scale shall be at least 5 percent higher or shall fall upon the nearest step within the range of the classification being promoted to, whichever is higher. A person can never be paid a higher base salary than the highest step of the pay range of the classification to which they are being promoted.

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 classification. The advancement will become effective on the first day 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 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 five hundred (500) -hour requirement.

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

Article 18.0 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. Miscellaneous Employees (Classic Member – Tier 1): The CalPERS formula for employees hired on or after May 1, 1961, through March 8, 2012, shall be 2.7% at 55 with the use of average of the employee’s highest-one-year salary.
 - b. Miscellaneous Employees (Classic Member – Tier 2): The CalPERS formula for employees hired on or after March 9, 2012, through December 31, 2012, shall be 2% at 60 with the use of average of the employee’s highest-three-year salary.
 - c. Miscellaneous Employees (PEPRA Member): The CalPERS formula for employees hired on or after January 1, 2013, shall be 2% at 62 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.
 - d. Safety Other – Lifeguard Employees (Classic Member – Tier 1): The CalPERS formula for employees hired on or after December 19, 1996, through March 8, 2012, shall be 2% at 50 with the use of average of the employee’s highest-one-year salary.
 - e. Safety Other – Lifeguard Employees (Classic Member – Tier 2): The CalPERS formula for employees hired on or after March 9, 2012, through December 31, 2012, shall be 2% at 50 with the use of average of the employee’s highest-three-year salary.
 - f. Safety Other – Lifeguard 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, will pay 50% of the normal cost contribution.
2. Employee Cost Sharing: The employees’ 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 provided under 414(h)(2). Effective July 1, 2022, all miscellaneous employees and safety employees in the Classic Tiers 1 and Classic Tier 2 agree to cost share and increase the modifiers to the following:
- a. Miscellaneous Employees (Classic Member – Tier 1): currently, employees/members contribute 8% of the employee rate. Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing Additional Cost of 4.8%, 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. Miscellaneous Employees (Classic Member – Tier 2): currently, employees/members contribute 7% of the employee rate. Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing Additional Cost of 2.6%, 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.

- c. Safety Other – Lifeguard Employees (Classic Member – Tier 1): currently, employees/members contribute 9% of the employee rate. Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing Additional Cost of 6.4%, 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.
 - d. Safety Other – Lifeguard Employees (Classic Member – Tier 2): currently, employees/members contribute 9% of the employee rate. Upon the effective date of the contract amendment with CalPERS, members/employees will have Employee Sharing Additional Cost of 5.9%, and will contribute 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.
3. PEPRA employees/members already pay 50% of the normal cost contribution as defined by the Public Employees’ Pension Reform Act (PEPRA) and related Public Employees’ Retirement Law (PERL).
 4. 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% if the total Normal Rate cost shall survive the expiration of the MOU.
 5. Part-time employees: All part-time employees will be enrolled in (Public Agency Retirement Services) PARS and will not pay into Social Security. Effective January 1, 2012, employees and the CITY will split the contribution equally at 3.75% each.
 6. Deferred Compensation: The CITY will make available a 457 Deferred Compensation Program to all full-time employees.

Article 19.0 Re-negotiation

In the event either party desires to meet and confer on the provisions of a successor MOU, it shall serve upon the other its written request to commence meeting and conferring. Each party may then submit its full and entire written proposal on a successor Memorandum of Understanding.

Article 20.0 Implementation

This MOU constitutes a mutual recommendation to be jointly submitted to the Imperial Beach City Council (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 said MOU.

Article 21.0 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 22.0 Savings Clause

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

Article 23.0 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 MOU be reviewed. It is further understood that should the California State legislature mandate a reduction in a salary or fringe benefit item applicable to the employees represented by the UNION, the UNION may, at its option, require that this MOU be reviewed.

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

Article 24.0 Safety Program

1. A City-wide Safety Program shall be developed and implemented in accordance with federal and state mandated requirements. A Safety Officer shall be appointed among management personnel to develop, implement, and maintain a City-wide safety awareness program.
2. Inoculations: Employees who, in the course of their regular duties, are exposed to raw sewage will receive inoculations as medically necessary at CITY’s expense. Those employees who, in the course of their regular duties, may be exposed to sewage contaminated water will be offered inoculations as medically appropriate at CITY’s expense.
3. Skin Cancer Prevention: The CITY shall make available sunscreen for all employees that spend the majority of the workday in an outside environment. The CITY shall provide an annual education session on skin cancer and how to prevent it.

Article 25.0 Smoking

No smoking or use of tobacco is allowed in City buildings, within twenty feet (20’) of City doorways and windows, or in City vehicles. This includes non-smoking banned items such as e-cigarettes and vapes.

Article 26.0 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 \$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. Classes would require prior approval of the department head and subject to established criteria for reimbursement approval through administrative policy by the 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 \$2,000 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, 2023, the CITY will reimburse full-time permanent 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 are 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	\$9,486 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 or his/her designee.

2. 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.
3. 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

4. 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.

Employees will not receive an education incentive payment for any degrees required as a minimum qualification for 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.

5. The CITY shall conduct at least three (3) lifeguard training events per summer session. Employees shall be paid to attend mandatory lifeguard training sessions.
6. 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 served 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 the actual cost of classes, fees, and books, not to exceed \$300 per recertification.

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

Article 27.0 Employee Assistance Program

CITY continues to implement and fund an Employee Assistance Program for all CITY employees.

Article 28.0 Employees' Appearance for UNION

1. 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 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 MOU, to discuss workload and staffing issues throughout the CITY.

2. Meet and Confer/Labor Negotiations:

Release time will be granted for up to seven (7) employees, who are selected by the UNION, to attend and confer sessions and/or bargaining between the CITY and the UNION. Any UNION represented CITY employee on leave status is ineligible to serve as a Steward. Employees who participate in a series of meet and confer sessions shall be provided with reasonable workload adjustment without heavily impacting the operations of the CITY, and ensuring that any and all legal obligations and deadlines are met. Additionally, employees may not permanently transfer ongoing projects and/or regular duties/assignments to other employees. If any meet and confer sessions with the CITY are held offsite at a location beyond the City of Imperial Beach limits, employee representatives attending the offsite meeting will be given no less than 30-minute travel time and 30-minute travel time from location of offsite meeting. No pay/overtime pay shall be granted to employees if the meet and confer/labor negotiation meetings, including the UNION's debriefing meeting/s, go beyond the employee's regular work schedule. In addition, and consistent with the UNION, the CITY shall appoint up to seven (7) non-UNION-represented employees to participate in the meet and confer/labor negotiation meetings.

Article 29.0 Term

The term of this Memorandum of Understanding (MOU) shall be for a two (2) year period commencing July 1, 2025, and ending June 30, 2027.

Article 30.0 Catastrophic Leave

The CITY maintains a Catastrophic Leave policy to allow for vacation, floating holiday, sick leave, or compensatory time credits to be donated for use by another employee in an hour-for-hour basis for an authorized catastrophic leave. A maximum of 40 hours of vacation, floating holiday, compensatory time, and sick leave per employee may be donated with the receiving employee credits not exceeding 520 hours over any 24-month period without City Manager approval. Refer to Catastrophic Leave Policy for administration details.

Article 31.0 Payroll Policies

The CITY will strive to notify employees in advance of any change in deductions from their paychecks and make any corrections within the next pay period.

The CITY will implement a policy regarding final paycheck deductions and notify employees of these procedures.

Direct Deposit: All current and new employees shall be required to sign up for direct deposit and maintain a direct deposit status throughout the course of employment.

Article 32.0 Strikes and other Concerted Activities

During the term of this MOU, it is agreed that there will be no strikes, including sympathy strikes, slowdowns, concerted stoppage of work, or sickouts.

Article 33.0 Life Insurance & Supplemental Life Insurance

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

Article 34.0 Industrial Salary Continuation

1. The CITY offers workers' compensation benefits to all employees as set by the law. The CITY provides salary continuation up to 240 hours (30 days) for full-time employees, of full base salary continuance for work-related injuries or illnesses while performing job duties as set by the CITY Industrial Injury Illness & Exposure Administrative Policy.
2. Effective January 1, 2016, for full-time Beach Lifeguards in those instances due to job-related injuries/illness where the employee's work restrictions are so extensive that: 1) modified duty is infeasible; 2) modified duty is unavailable; or 3) the employee is temporarily totally disabled, the CITY will provide the employee salary continuation of 105% base pay inclusive of workers' compensation insurance and other CITY funds. The employee's salary continuation paid by the CITY will be paid for up to one (1) year. Employee salary continuation will terminate if the employee returns to full duty with no restrictions. The CITY will terminate the employee salary continuation for those employees on workers' compensation benefits after one (1) year. The CITY will not continue the employee salary continuation benefit if an employee separates from CITY employment, becomes temporarily disabled, or passes away.
3. While an employee is receiving salary continuation as described in Section 2 above, the CITY will continue health benefits for up to one (1) year to the employee's spouse, registered domestic partner,

and children under the age of 26. If the employee remarries within the year of the health continuation benefits, benefits for the former spouse will cease, and the new spouse will receive health continuation benefits. If the employee terminates the registered domestic partnership within the year of the health continuation benefits, benefits for the former domestic partner will cease, and the new registered domestic partner will not receive health continuation benefits.

4. In the event of state legislation providing active-duty injury or death benefits for industrial injuries for Lifeguards, the benefits within Section 2 and Section 3 shall be null and void.

Article 35.0 Paid Release Time

The CITY will allow the President of the UNION or his/her designee and 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/s 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.

Article 36.0 California Minimum Wage

The CITY will comply with the State of California's minimum wage laws.

Article 37.0 Unpaid UNION Leave

The CITY may grant an employee up to four (4) weeks of unpaid leave to perform service with the UNION. This leave must be requested from Human Resources and approved by the City Manager and/or designee. Approval of the request for unpaid leave will depend on the operational needs of the CITY and attendant costs associated with the leave. Requests for this leave shall not be unreasonably denied.

Article 38.0 Orientation Meetings

In order to carry out the legislative intent and to implement the provisions of AB 119, the City of Imperial Beach and SEIU, Local 221 agree to the following terms:

1. In-Person Orientation Meetings:
 - a. The CITY agrees to provide 10-days advanced notice to SEIU of the date on which the CITY will hold the orientation for each newly hired employee covered by this Agreement unless a shorter notice is necessitated by an urgent need to onboard an employee in which case notice will be provided as soon as possible in advance of orientation. Orientations for newly hired employees are held during regular working hours and onsite without loss in compensation.

- b. As part of the new employee's in-person orientation meeting, upon request of SEIU, one designated SEIU representative will be provided the opportunity to meet with the individual employees for up to 30-minutes and for one-hour (1) when orientations are provided in a group setting, at the end of their orientation meeting without loss in compensation. At SEIU's option, such communications between the SEIU representative and the new employee may be done outside the presence of CITY management.
- c. UNION designee(s), including, but not limited to, Authorized UNION representative(s), officers, stewards, and members, shall conduct the meetings covered under this Agreement. The CITY will grant release time without loss in compensation for one employee to serve as a UNION designee for purposes of the meeting with the new employee.

2. Annual Training:

- a. Annually, represented employees shall have the right to attend one in-person one (1) hour training conducted by the UNION to familiarize represented employees with the terms of this Agreement and discuss other labor relations issues during regular working hours and onsite. The CITY agrees to release employees without loss in compensation to attend the training. The training shall be scheduled in such a manner that will not cause a disruption to operations, including, for example, staggering release time for employees to attend a training. At least one employee shall be granted one hour of release time without loss in compensation as a UNION designee to conduct the training on behalf of the UNION and an additional hour of release time without loss in compensation for travel and set-up.

3. Employee Information:

- a. The CITY shall provide the UNION with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the CITY, and home address of any newly hired employee within 30 days of the date of hire or by the first period of the month following hire, and the CITY shall also provide the UNION with a list of that information for all employees in the bargaining unit at least every 120 days. At the UNION's request, the information provided under this section will be provided in malleable electronic format.

4. Notice of Newly Hired Employee(s):

- a. The CITY shall provide the UNION Designees an electronic list of expected participant(s) at least ten days in advance of the orientation meeting, the list of expected participant(s) shall include the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the CITY and home address.
- b. New Employees: The CITY will provide the UNION President and UNION Field Representative with names and departments of newly hired employees.

5. Neutrality:

- a. The CITY representatives shall be absent from the room during any sessions, meeting, trainings conducted by the UNION, with newly hired employees, unless mutually agreed by both parties.
- b. The CITY shall not deter or discourage employees covered by this Agreement, or applicants for positions covered by this Agreement, from becoming or remaining members of an employee organization, or from authorizing representation by an employee organization, or from authorizing dues or fee deductions to an employee organization. The CITY shall not schedule any activity in connection with orientation that occurs at the same time as the UNION's meeting with a newly hired employee.

6. Facility and Resource Access:

- a. The UNION shall have the right to access and use the CITY's facilities and audio-visual equipment to conduct the meeting with newly hired employees.

Article 39.0 Temporary Special Project/Assignment Stipend

Occasionally, complex one-time 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.

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, a temporary special project stipend of 10% (ten percent) 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.

1. The following guidelines should be applied when determining if a temporary special project stipend is appropriate:
 - a. The new duties to be performed are clearly differentiated from the duties normally performed by the employee.
 - b. The new duties are not to be performed on a permanent basis.

- c. 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.
 - d. The employee is not performing the duties of a vacant position or higher position, just special project assignments.
2. The following procedures apply for administering a temporary special project stipend:
- a. The department head of the employee must submit a written proposal specifying the type of project, a detailed description of the project, and anticipated length/timeline of the project.
 - b. The HR department will review such requests to determine whether these additional duties are not within the employee's usual and customary duties and responsibilities.
 - c. The City Manager or his designee will have the final review and approval of such request.
 - d. Approvals must be obtained before an employee receives a temporary special project stipend pay increase.
 - e. Retroactive stipends will be reviewed and approved by the City Manager and/or his/her 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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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the ____ day of _____ 2025.

CITY OF IMPERIAL BEACH

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 221

Tyler Foltz
City Manager

Crystal Irving
SEIU Local 221 President

Nadia Smith
Human Resources Director

Crystal Celis
Imperial Beach SEIU 221 President

Larissa Patros
Finance Manager

Roslyn Cassidy
SEIU Organizing Representative

EXHIBIT "A"

FISCAL YEAR 2025-2027

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 221

MISCELLANEOUS SERVICE RECOGNIZED CLASSIFICATIONS

(Permanent/Full-Time; Part-time/Variable; Part-Time/Seasonal; Permanent Part-Time)

1. Account/Clerk Technician
2. Administrative Assistant
3. Administrative Intern (Part-Time)
4. Administrative Intern-GIS (Part-Time)
5. Assistant Planner
6. Associate Planner
7. Aquatic Coordinator
8. Beach/Parks Maintenance Worker
9. Building/Planning Technician
10. Building Inspector I
11. Building Inspector II
12. Code Compliance Officer
13. Code Compliance Officer II
14. Community Park Ranger I
15. Community Park Ranger II
16. Community Park Ranger III
17. Community Response Crew Leader
18. Community Response Crew Member
19. Custodian
20. Customer Services Specialist
21. Environmental Program Specialist
22. Environmental Program Specialist II
23. Facilities Project Coordinator
24. Fire Safety Inspector

**Not all classifications listed are currently active or filled*

25. Fire Safety Inspector II
26. Fleet Supervisor
27. Grounds & Facilities Supervisor
28. Lead Maintenance Worker
29. Maintenance Worker
30. Maintenance Worker I
31. Maintenance Worker II
32. Marine Safety Sergeant
33. Mechanic I
34. Mechanic II
35. Ocean Lifeguard I
36. Ocean Lifeguard II (Part-Time & Full-Time)
37. Pool Lifeguard I
38. Pool Lifeguard II
39. Public Works Inspector
40. Recreation & Community Services Coordinator
41. Recreation & Community Services Coordinator II
42. Recreation Leader I
43. Recreation Leader II
44. Recreation Program Aide
45. Recreation Program Coordinator
46. Recreation Specialist
47. Senior Account/Clerk Technician
48. Senior Planner
49. Sewer Supervisor
50. Street Supervisor
51. Tidelands Supervisor

**Not all classifications listed are currently active or filled*

EXHIBIT B

Classification Title	% Salary Increase	Current Top Step	Proposed Top Step	Current Range	Proposed Range
Building/Housing Inspector I	16%	\$ 42.74	\$ 49.63	Range 53	Range 58
Facilities Supervisor	5%	\$ 47.44	\$ 49.84	Range 57	Range 59
Fleet Supervisor	13%	\$ 47.44	\$ 53.68	Range 57	Range 62
Lead Maintenance Worker (General)	13%	\$ 36.01	\$ 40.66	Range 46	Range 50
Maintenance Worker II (General)	4%	\$ 32.62	\$ 33.92	Range 41	Range 43
Mechanic II	13%	\$ 37.91	\$ 42.74	Range 48	Range 53
Public Works Inspector	22%	\$ 40.66	\$ 49.63	Range 50	Range 58
Sewer Supervisor	17%	\$ 47.44	\$ 55.54	Range 57	Range 64
Street Supervisor	10%	\$ 47.44	\$ 52.37	Range 57	Range 61
Tidelands Supervisor	26%	\$ 40.66	\$ 51.09	Range 50	Range 60
Ocean Lifeguard I	8%	\$ 26.16	\$ 28.13	Range 32P	Range 34
Ocean Lifeguard II	16%	\$ 30.96	\$ 36.01	Range 37F	Range 46
Marine Safety Sergeant	1%	\$ 42.12	\$ 42.74	Range 50L	Range 53

- Median salary adjustments based on the FY 2023-25 Classification and Compensation Study results.
- Adjustments above are based on the salary schedule for FY 2024-25 and do not include the 2% Cost of Living Adjustment negotiated effective July 1, 2025
- Maintenance Worker employees will be reclassified to Maintenance Worker I based on the Fiscal Year 2023-25 Classification and Compensation Study results. For salary placement purposes, each employee's step will be assigned to the rate closest to, but not lower than, their current hourly rate.
- Ocean Lifeguard I, II, and Marine Safety Sergeant salary adjustments are based on the independent Marine Safety Assessment.