

TENTATIVE AGREEMENT BETWEEN THE CITY OF CHULA VISTA ("CITY") & INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2180 ("IAFF")

June 14, 2022

The City and IAFF, after negotiating in good faith as required by the MMBA, tentatively agree to the following:

1. ARTICLE 1.07: TERM AND EFFECT OF MOU

3-year term January 1, 2022 – December 31, 2024

2. ARTICLE 2.13: PROFESSIONAL ENRICHMENT

Agree to increase fiscal year cap from \$59,000 to \$100,000.

3. ARTICLE 3.05 HOLIDAYS

Agree to add Juneteenth to the list of scheduled holidays listed in Article 3.05(I)(A).

4. ARTICLES 3.02, 3.03 and 3.05: VACATION; SICK LEAVE, HOLIDAYS, COMP

Clarify that leave accruals and leave balances in these 3 categories will be adjusted after an employee transfers to/from suppression (shift) work and non-shift (40 hours per week) assignments:

- a. Shift to Non-Shift: accrual rate and leave balances shall be modified by a factor of .714.
- b. Non-Shift to Shift: accrual rate and leave balances shall be modified by a factor of 1.4.

5. ARTICLE 2.14: EDUCATION INCENTIVE PAY/FTO PAY

Modify MOU to expand current \$400 per month incentive provided to employees holding a Master's degree to apply to employees holding a Master's degree or higher (i.e., a Ph.D. or other doctorate degree) beginning with first full month starting after ratification of MOU by Council.

6. NEW ARTICLE: CRIMINAL INVESTIGATION (TA)

Employees must notify the Fire Chief in writing immediately if the employee becomes aware that the employee is the subject of a criminal investigation.

7. SQUAD STAFFING (TA)

Modify Side letter signed 12/11/19 2(b) - Squads shall be filled with two suppression personnel consisting of one qualified suppression paramedic and one qualified suppression EMT.

Add as "Appendix B - Measure A"

8. ARTICLES 2.03: (CTO); 3.02: (VACATION); and 3.03: (SICK LEAVE)

The cash out may not be made until the hours have been accrued in the Calendar year. Elections for annual cash out must be made by December 1 of the prior calendar year. The accumulated vacation balance will be reduced accordingly.

9. ARTICLE 4.05: CONSTANT MINIMUM STAFFING LEVELS

1. The Department shall provide the minimum number of needed personnel to cover all seat positions staffed by the Department. Vacation, CTO and sick leave will be covered with overtime from those personnel that are off duty.
2. City agrees to define "Frontline" for purposes of 4.0 staffing as Engine, Truck or USAR.
3. City agrees to cross-staffing of Brush Rig, OES TYPE 1, OES TYPE 3 and other non-frontline apparatus in the future. (i.e., UTV)

10. ARTICLE 2.01(I): WAGES

2022: July 1 (if IAFF completes vote prior to July 1) or the first full pay period starting after ratification of MOU by the City Council:

Base wage + Equity increase

Fire Engineer: 8.62%

Fire Captain: 6.62%

All other classifications 6%

2023: Beginning with the first full pay period starting in January 2023: Base wage increase 4%.

2024: Beginning with the first full pay period starting in January 2024: Base wage increase 4%.

ARPA Essential Worker Stipend. City proposes the following non-PERSable payments from ARPA funds that the City has received, and is expected to receive, from the US

government. Employee must be employed by the City on the date of distribution to be eligible to receive a stipend.

1. \$4,000 with distribution of the payroll for first pay period beginning after ratification of MOU by City Council.
2. \$3000 with first payroll distribution in January 2023
3. \$3,000 with first payroll distribution in January 2024.

Delete 2.01(IV) - Rate of Pay Following Promotion - When a represented employee is promoted, the new rate of pay will be the lowest step in the new salary range which will result in the employee receiving at least 5% more than the actual base rate of the old classification. Defer to Civil Service Rule

11. ARTICLE 2.17: RETIREMENT

First full pay period January 2024: Cost sharing of 1.0% of compensation earnable via CalPERS contract amendment (Government Code section 20516) at same time as salary increase is given for classic members only. Until the CalPERS contract amendment process completed, cost sharing in the same amount shall be accomplished pursuant to Government Code section 20516(f).

First full pay period of July 2024: An additional 0.5% of compensation earnable (for a total of 1.5%) for classic members only. If for any reason the City is unable to continue making these cost sharing withholdings, the City shall immediately reduce employee salaries by the same amount for all classifications and at all salary steps.

First full pay period of December 2024: An additional 0.5% of compensation earnable (for a total of 2.0%) for classic members only. If for any reason the City is unable to continue making these cost sharing withholdings, the City shall immediately reduce employee salaries by the same amount for all classifications and at all salary steps.

12. US&R53 PREMIUM PAY

US&R53 shall be designated a specialty assignment and selection for these positions will be made by the Fire chief or their designee. 5% premium.

13. ARTICLE 2.03: COMPENSATORY TIME

The decision to reimburse for overtime hours worked with compensatory time off (CTO) in lieu of pay will be at the discretion of the employee for the first 120 hours per each calendar year, but after 120 hours each calendar year the decision to allow CTO shall be at the discretion of the Fire Chief. The maximum annual accrual of compensatory

overtime in any fiscal year will be 240 hours —CTO may not be drawn down and built back up.

14. ARTICLE 4.05: CONSTANT MINIMUM STAFFING LEVELS

- a. Training Division - Maintain current staffing language in MOU for training division and department will staff at current language levels of two (2) Fire Captains.
- b. Prevention Division – (2) Senior Fire Inspector/Investigator, and (6) Fire inspector/Investigator I's, II's or combination thereof.

15. NEW ARTICLE: RESIDENCY

All employees must maintain their primary residence within 180 miles from the City's Civic Center. Current employees that have a primary address greater than 180 miles effective 7/1/22 shall not increase the distance of their primary residence.

16. FRALS: See attached. (5% for paramedic BCs with down arrow for all)

Add as "Appendix A First Responder Advanced Life Support Program ("FRALS")"

17. NEW DEPARTMENT POLICY: LIGHT DUTY

Shift employees on light duty shall remain on a 56-hour schedule, shall work a 40 hour schedule and can utilize Labor Code 4850 benefits, available leave balances, disability or leave without pay when eligible, for the remaining 16 hours per week.

18. STAFFING MANUAL

Update staffing manual to require leave requests to must be submitted at least 2 of the requesting employee's regular working shifts prior to the desired day off. This can be reviewed every six months.

19. FLSA CALCULATION

Agree to Memo dated 10-20-2020 (ATTACHED)

20. CLASSIFICATION STUDY

The City will conduct a classification study of current Sr. Fire Inspector/Investigator.

21. Resolves any and all outstanding grievances

This Tentative Agreement will be effective upon approval by IAFF and City Council approval in open session via resolution. City and IAFF will update the MOU to reflect items 1-16 of the above tentative agreement. Items 17-21 will be implemented via departmental and/or City policy, procedure or practice upon approval by IAFF and City Council approval in open session via resolution

TENTATIVE AGREEMENT

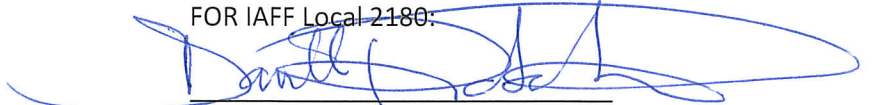
FOR CITY OF CHULA VISTA:



Courtney Chase

Director of Human Resources

FOR IAFF Local 2180:



Darrell Roberts

President, IAFF Local 2180