



MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHULA VISTA
AND
NON-SAFETY
LOCAL 2180
INTERNATIONAL ASSOCIATION
OF
FIRE FIGHTERS
AFL - CIO
July 11, 2023 – June 30, 2026

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF CHULA VISTA AND NON-SAFETY LOCAL 2180, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, JULY 11, 2023–JUNE 30, 2026.

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SECTION I ADMINISTRATION

ARTICLE 1.01 PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of Chula Vista (City) and the Non-Safety International Association of Fire Fighters (Local 2180), as a result of meeting and conferring in good faith concerning the wages, hours and other terms and conditions of employment, pursuant to the Employer-Employee Relations Policy of the City of Chula Vista and California Government Code Section 3500 et. seq., known as the Meyers-Milias-Brown Act (MMBA).

ARTICLE 1.02 RECOGNITION

The City recognizes Local 2180 as the certified representative for non-safety employees in the City of Chula Vista who are employed in the classifications of Emergency Medical Technician (Non-Safety) and Paramedic (Non-Safety) hereinafter referred to as “represented employees” or “employees.”

ARTICLE 1.03 CITY RIGHTS

Local 2180 agrees that the City has the right to unilaterally make decisions on all subjects that are outside the scope of bargaining.

The exclusive rights of the City shall include, but not be limited to, the right to:

- I. Establish, plan for, and direct the work force toward the organizational goals of the City government.
- II. Determine the organization, and the merits, necessity and level of activity or service provided to the public.
- III. Determine the City budget.
- IV. Establish, regulate and administer a merit or civil service system which provides for all types of personnel transactions, including, but not limited to, determining the procedures and standards for the hiring, promotion, transfer, assignment, lay off, retention, and classification of positions in accordance with the City Charter, Civil Service Rules, and established personnel practices.
- V. Discipline or discharge employees for proper cause.
- VI. Determine the methods, means, numbers and kinds of personnel, and the job or position content required to accomplish the objectives and goals of the City.
- VII. Subcontract out various services currently performed by City work force when City staffing is not available.
- VIII. Effect a reduction in authorized positions.
- IX. Take actions necessary to carry out the mission of the City in emergencies and in other situations of unusual or temporary circumstances.
- X. Mandate health and safety requirements as a condition of employment.
- XI. Continue to exercise efficient and productive management practices consistent with federal and state laws and in compliance with the City Charter and City ordinances.
- XII. Continuation of the ALS/Transport program will be at the discretion of the City and may be terminated by the City in its sole discretion. Continuation of the program is further contingent upon adequate and complete funding through transport fees. No General Fund monies will be used to fund the ALS/Transport program.

Terms and conditions set forth in this MOU represent the full and complete understanding between the parties. During the term of this MOU, Local 2180 expressly waives the right to meet and confer with respect to any subject covered in this MOU, unless modified through the voluntary, mutual consent of the parties in a written amendment. This MOU terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in the MOU. The parties agree that during the negotiations that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals or counter-proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this MOU.

The City's exercise of its management rights is not subject to challenge through the grievance procedure or in any other forum, except where otherwise in conflict with a specific term of this MOU.

Local 2180 agrees that the City, in its sole discretion, may end the Ambulance Transport Program at any time, but that the City shall meet and confer, to the extent required by the MMBA, on the impact(s) of such termination.

ARTICLE 1.04 LOCAL 2180 RIGHTS

The exclusive rights of Local 2180 shall include, but not be limited to:

- I. Authorized representatives of Local 2180 shall be allowed reasonable access to represented employees at their work locations during working hours for the purpose of consulting with employees regarding the employer-employee relationship, provided that: (1) the work operation and service to the public are not unduly impaired, and (2) the authorized representatives shall have given advance notice to the Fire Chief or his/her designated representative when contacting represented employees during the duty period of the employees. The Fire Chief or his/her designee shall determine the appropriate time for such access.
- II. Local 2180 officers and members of its Board shall be granted use of City facilities for meetings composed of such officers or Board members, provided space can be made available without interfering with City needs, and provided such meetings are conducted at no cost to the City.
- III. Local 2180 may designate up to two (2) representatives (in addition to the President and Vice-President) who will be allowed reasonable access to unit employees.
- IV. A reasonable amount of space shall continue to be provided to Local 2180 on City bulletin boards for legitimate communications with represented employees. Local 2180 shall be responsible to maintain space provided in an orderly condition and shall promptly remove outdated materials. Copies of such communications shall be furnished to the Director of Human Resources for review.
- V. The City will continue to provide biweekly payroll dues deductions as authorized by unit employees to Local 2180, and Local 2180 will pay the City \$.10 per member per pay period for the actual costs incurred for dues deduction on behalf of Local 2180. The City will remit the deductions to Local 2180 in a timely manner and will provide Local 2180 a biweekly computer print-out of its members' dues deductions. Local 2180 warrants to City that it has obtained the required authorization from each employee that the above dues may be collected.
- VI. The City shall provide, upon request, such literature and public documents as may be necessary (i.e., City budget, Civil Service Commission meetings, open Council conferences, etc.) when the requested documents are not available on the City's intranet or internet.

ARTICLE 1.05 EMPLOYEE RIGHTS

- I. Employees of the City shall have the right to:
 - A. Form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation in matters of employer-employee relations.
 - B. Refuse to join or participate in the activities of employee organizations.
 - C. Represent themselves individually in their employee relations with the City.

ARTICLE 1.06 LABOR-MANAGEMENT COOPERATION

The City and Local 2180 shall participate in efforts to contain health care costs. The City and Local 2180 also agree that they will continue to have open discussions on matters of concern to the parties during the term of this MOU.

ARTICLE 1.07 TERM AND EFFECT OF MOU

- I. This Memorandum of Understanding shall remain in full force and effect from the date of ratification by Local 2180 and approval of City Council until June 30, 2026. The parties will endeavor to submit written proposals to each other by March 1, 2026 and the parties will endeavor to begin negotiations no later than April 15, 2026.
- II. The provisions of this MOU shall be subject to federal, state and local law.
- III. This MOU fully and completely incorporates the understandings of the parties for the full term of this MOU, constituting the sole and entire understanding between the parties. It is further understood, however, that nothing in this MOU prohibits the parties from changing and amending the terms of this MOU during the period of its effectiveness by mutual agreement. Nothing contained in this MOU shall affect rights and privileges of parties as established by the laws of the State of California, as contained in the Government Code of the State of California under those provisions known as the Meyers-Milias-Brown Act, unless specifically referred to herein.
- IV. If at any time during the term of this MOU, the City Council declares a fiscal emergency, then, in such event, the City may re-negotiate this MOU and meet and confer on wages, hours, and other terms and conditions of employment. This section, however, in no way effects the existing right of the City to lay off employees.

ARTICLE 1.08 MOU REVISIONS

The City and Local 2180 agree that during the term of the MOU they will continue to meet and confer on non-substantive changes to the format and language of the MOU if necessary. The purpose of the proposed changes is to reconcile the MOU, Civil Service Rules, the Employer/Employee Relations Policy, and other City policies and procedures.

ARTICLE 1.09 RETENTION OF BENEFITS

The represented employees covered by this MOU shall retain all benefits provided herein for the full term of this MOU.

ARTICLE 1.10 GENERAL PROVISIONS

For the purpose of this MOU, the "Fire Chief" shall mean the chief executive officer of the Fire Department or his/her authorized representative.

ARTICLE 1.11 SAVINGS CLAUSE

If any article or section of this MOU shall be held invalid by operation of law or by any court of competent jurisdiction or if compliance with, or enforcement of, any article or section shall be restrained by such court, the remainder of this MOU shall not be affected thereby. The parties shall, if possible, meet and confer or meet and consult as the case may be for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION II COMPENSATION

SUBSECTION A. WAGES

ARTICLE 2.01 WAGES

I. Salary and Equity Adjustments:

- a. Emergency Medical Technician (Non-Safety)
 - i. 7% salary adjustment in the pay period after which City Council adopts via resolution in open session
 - ii. 3% salary adjustment effective the first full pay period of July 2024
 - iii. 3% salary adjustment effective the first full pay period of July 2025

- b. Paramedic (Non-Safety)
 - i. 7% salary adjustment in the pay period after which City Council adopts via resolution in open session
 - ii. 2% salary adjustment effective the first full pay period of January 2024 (equity)
 - iii. 2% salary adjustment effective the first full pay period of July 2024
 - iv. 2% salary adjustment effective the first full pay period of January 2025 (equity)
 - v. 2% salary adjustment effective the first full pay period of July 2025

- II. Merit (Step) Increases will be made according to the formula set forth in the Civil Service Rules currently in effect. The effective date of exceptional merit increases shall be the beginning of the pay period following approval. The classifications shall be subject to a five (5) step salary range, Steps A-E.

III. Effective Dates - All other payroll and wage changes, such as regular merit increases, shall be made effective at the beginning of the regular biweekly payroll period closest to the employee's actual qualifying date.

ARTICLE 2.02 OVERTIME

Administration of Overtime - All actual hours worked during the work week, with the exception of insignificant amounts of hours worked, will be counted toward the 40 hours in a 7-day work week. Insignificant amounts of hours worked shall be defined as any time worked outside the regular schedule that is less than 15 minutes in a day, unless the definition is changed in the Federal Regulations or by applicable court action. Overtime shall be paid at 1 ½ times the “regular rate of pay” solely as set forth in the Fair Labor Standards Act (“FLSA”) and attendant Federal Regulations, which may be modified from time to time by Congress or the Department of Labor. The Fire Department has the right to mandate overtime.

ARTICLE 2.03 MILEAGE REIMBURSEMENT

Employees shall be subject to the City’s Mileage Reimbursement Program when required to use their personal vehicle for authorized City business. The reimbursement rate will be equal to the current maximum IRS rate.

ARTICLE 2.04 COMPENSATORY TIME PILOT PROGRAM

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 60 hours per each fiscal year, but after 60 hours each fiscal year the decision to allow CTO shall be at the discretion of the Fire Chief based on the employee's request while recognizing the overall needs of the department and staffing requirements. The maximum annual accrual of compensatory overtime in any fiscal year will be 120 hours—CTO may not be drawn down and built up to stay under the 120-hour maximum. Absent an agreement to extend this pilot program it will expire June 30, 2026. All CTO will be cashed out the last full pay period of each fiscal year.

ARTICLE 2.05 UNIFORMS

The City shall during the term of this MOU furnish, repair or replace for unit employees, as determined by the Fire Chief, Class B- Class D uniforms. Class A uniforms will be furnished once employee achieves top step in their classification.

The City will report to CalPERS the actual monetary value for the items issued above for Local 2180 covered CALPERS’s Classic Members. The value shall not exceed \$1,000 per fiscal year.

All represented employees shall receive \$7.69 biweekly for the cleaning and maintenance of uniforms.

ARTICLE 2.06 SPECIAL PROJECT PAY

Local 2180 represented employees may be eligible to receive a maximum of 15% above base pay when assigned by the City Manager to a “Special Project”. The City Manager shall determine what qualifies as a “Special Project” for purposes of this Article.

ARTICLE 2.07 BILINGUAL PAY

Those employees who, upon recommendation of the Fire Chief and the Director of Human Resources, who are regularly required to use their bilingual skills in the performance of their job, and who successfully complete a Bilingual Performance Examination will be eligible for bilingual pay as follows:

1. If an employee passes an examination showing a basic level of proficiency they shall receive \$125 per month in addition to their regular pay. An IAFF Local 2180 member, who is at a basic level of proficiency, shall have the skills to sufficiently and competently obtain and communicate (speak) basic information relating to EMT BLS skills. EMT BLS skills will be based on the current CVFD BLS EMT "Medical or Trauma Assessment" skill sheets. In order to continue receiving bilingual pay at this level, employees must successfully complete a Bilingual Performance Examination once every three (3) years. The Human Resources Department, in conjunction with IAFF Local 2180, shall develop and administer testing based on the skills above to determine if an employee is at a basic proficiency level. There will be one IAFF Local 2180 member as a representative on each two-member panel on all IAFF Local 2180 member exams. Candidates who have failed an exam may re-test once every six (6) months.
2. If an employee passes an examination showing an advanced level of proficiency they shall receive \$225 per month in addition to their regular pay. An employee who is at an advanced level of proficiency shall have the skills to read, write, and speak in any of the above languages at above a high school level, including demonstrating the ability to use medical, legal, and/or technical terminology. The communication should be of such a nature that the communication is at a more detailed and complex level, with little to no difficulty in communication during medical aids, inspections, or investigations. The Human Resources Department shall develop and administer testing to determine if an employee is at an advanced proficiency level. After an employee passes the City administered examination showing an advanced level of proficiency then no further re-testing is required.

Testing will be completed two times annually (January and July). Employees requesting bilingual pay will also be invited to test if comparable testing is scheduled for another bargaining unit. Employees who are unable to test for any reason will not be eligible to test until the following regularly scheduled test. There shall be no retroactive bilingual pay.

ARTICLE 2.08 FIELD TRAINING OFFICER

Local 2180 represented employees who are designated as Field Training Officers (FTOs) by the City, for the purpose of training and certifying new Chula Vista Paramedic and EMT trainees (also referred to as "trainee") or as assigned by the Fire Chief and when the trainees are assigned to an ambulance, FTOs will receive 5% additional compensation to base pay when they are actually engaged as FTOs and training the Chula Vista Paramedic and EMT trainees.

Employees shall not be considered FTOs or receive FTO compensation when they are assigned to the training division or for time spent training other FTOs, non-probationary Chula Vista Paramedics and EMTs (unless assigned by the Fire chief), paramedic school interns, or non-Chula Vista Paramedics or EMTs. Any FTO assignment for Paramedics that exceeds eight (8) shifts for one trainee or EMTs that exceeds four (4) shifts will require the Fire Chief's preapproval for continued FTO pay. FTO pay does not include training EMT's or Paramedics as a preceptor.

ARTICLE 2.09 PROFESSIONAL ENRICHMENT

Employees represented by Local 2180 are eligible to participate in the City's Professional Enrichment Program. To qualify as a reimbursable expense, the employee must demonstrate a nexus to their current job or transport program. The supervisor and employee will endeavor to identify training needs/requests in the employee's performance goals. However, identification in the employee's performance goals shall not be a prerequisite for approval of Professional Enrichment. Requests for Professional Enrichment must be approved by their immediate supervisor, designated training officer, Fire Chief or their designee, and Director of Human Resources or their designee, prior to any expense being incurred, and under the following terms:

- The training is to improve current skills or help in ambulance transport; and
- The Employee is to report out/follow-up after the training, as requested by their Supervisor. Prior to the training, the employee and supervisor shall meet and discuss if and how the employee will report out/follow-up. If the employee and supervisor do not agree on how to report out, their Battalion Chief shall decide, and such decision shall be final. Types of reporting out/follow-up may include, but are not limited to, writing a "white paper" on the subject or subjects taught, presenting a presentation to their crew; or discussing the course with their supervisor.

The Professional Enrichment Fund allotment for Local 2180 is \$25,000 each fiscal year. Employees are eligible to receive up to \$1,000 per fiscal year for Professional Enrichment. Funds may be used at any time during the fiscal year. Fiscal year reimbursement under the City's Professional Enrichment Program will be closed the second Thursday in June. Employees may request professional enrichment expenses in accordance with state and federal law. Reimbursements are on a first come, first serve basis until the annual allotment of funds has been exhausted. On April 1 of each fiscal year employees may receive up to an additional \$1,000 (for a maximum total of \$2,000) in professional enrichment less any amounts already received during the fiscal if any funds are available. The aforementioned increase shall not be used to reimburse employees for professional enrichment that exceeded the \$1,000 limit set forth above prior to April 1 of said fiscal year.

Eligible Professional Enrichment shall be determined by mutual agreement and placed on an authorized list. If there is any disagreement, the final decision shall be made by the Director of Human Resources.

SECTION II COMPENSATION

SUBSECTION B BENEFITS

ARTICLE 2.10 EMPLOYEE BENEFITS

I. Cafeteria Plan

The City will provide to each represented employee a Cafeteria Plan allotment to purchase benefits under Section 125 of the Internal Revenue Code ("IRC"). There shall be no cash out of the cafeteria plan allotment not used to purchase Cafeteria Plan benefits.

Local 2180 acknowledges that Section 125 of the IRC requires that the Cafeteria Plan be adopted by the City Council prior to the end of the calendar year. Accordingly, the City and Local 2180 agree:

- 1) That the parties will meet at the earliest possible time to discuss Cafeteria plan changes;
- 2) That the parties may prepare a timeline/schedule to ensure timely and expeditious discussions;
- 3) That the parties shall engage in good faith discussions;
- 4) That if the discussions have reached impasse and there is sufficient time prior to the required IRC plan adoption date or if both parties otherwise agree, the parties will submit the matter for non-binding advisory mediation, with the mediator chosen in the same manner set forth in the Grievance Procedure; and
- 5) The City Council, to ensure timely compliance with Section 125 of the IRC, may at any time in the month December unilaterally adopt the Plan Document containing the specific provisions of the Plan (including plan changes) without mutual agreement and prior to the completion of paragraphs 1-4 of this section.

A. Enrollment

All of the Cafeteria Benefits are effective the first of the month following the employee's date of hire in an eligible position. Employees who fail to submit required benefit elections within thirty (30) days of their date of eligibility will automatically be enrolled in the Employee Only category of the lowest cost City sponsored health plan. Employees who fail to submit required benefit elections during Open Enrollment will be enrolled in their same health plan with all other elections being cancelled.

B. Cafeteria Plan Allotment

1. The Flex Benefit amount for Employee Only, those with coverage outside of the City, and those employees covered by another City employee is fixed at \$13,024. The flex amount for Employee + 1 and Employee + Family will be adjusted under the current 50/50 cost sharing formula, utilizing the average cost increase of the full-family, non-indemnity, health plan premiums, which is currently set at \$15,564 for calendar year 2023.

Eligible part-time employees will receive an allotment in the proportion that such part-time employment bears to full-time employment.

C. Available Cafeteria Benefits

1. Health Insurance (**Mandatory**)

From the Cafeteria Plan allotment, each represented employee must select coverage for him or herself under one of the City sponsored medical plans. However, if the employee has group medical insurance from another reliable source that is acceptable to the City of Chula Vista Department of Human Resources, the employee may elect to decline medical insurance from a City provider and apply the value, of the City's "Flexible Benefit Plan" contribution to other available City Flex options. Any employee married to another

benefited City employee who is covered under his or her spouse's plan may waive coverage under the Cafeteria Plan.

Any employee who declines medical insurance coverage may enroll in the City medical plan prior to the next open enrollment only if the employee has a Qualifying Life Event. Employees must notify Human Resources and submit any required documentation within 30 days from the Qualifying Life Event.

The employee, through payroll deductions, will pay any premium cost in excess of the Cafeteria Plan Allotment.

2. **Dental (Optional)**

Represented employees will be eligible to participate in any City sponsored group dental plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions.

3. **Vision (Optional)**

Represented employees will be eligible to participate in a City sponsored group vision plan. Any difference between the employee's available Cafeteria Plan allotment and the premium for the selected plan will be paid by the employee through payroll deductions.

4. **Flexible Spending Accounts (FSAs) – Health Care and Dependent Care (Optional)**

Represented employees will be eligible to participate in the two Flexible Spending Account (FSA) options offered by the City. Employees may elect to set aside a portion of their salary, on a pre-tax basis, to fund eligible health care and dependent care expenses. If the City does not meet IRS regulations, or if the IRS regulations change for any reason, this benefit may be discontinued.

The City reserves the right to contract with a Third-Party Administrator for the administration of FSAs. The City will pay the start-up costs associated with third party administration. Participating employees will pay any required fees (monthly, per employee, per transaction, etc.).

D. **Short-Term/Long-Term Disability**

The City agrees to contribute the amount necessary to provide short-term disability and long-term disability protection for each represented employee.

Short-Term Disability- A thirty (30) day elimination period with a maximum benefit subject to, and in accordance with, the provisions set by the group disability plan.

Long-Term Disability- A ninety (90) day elimination period with a maximum benefit subject to, and in accordance with, the provisions set by the group disability plan.

ARTICLE 2.11 GROUP TERM LIFE INSURANCE

The City agrees to pay the premium for \$50,000 of group term life insurance for each represented employee. Represented employees may apply for themselves and their eligible dependents to purchase through the City's group insurance plan with employees paying the additional cost through payroll deductions.

ARTICLE 2.12 RETIREMENT

The City will provide to represented members retirement benefits via contract with the California Public Employees Retirement System (CalPERS) as set forth in the California Government Code. The City will provide the following defined benefit formulas for local miscellaneous employees:

Tier 1	Local Miscellaneous	3% @ 60
Tier 2*	Local Miscellaneous	2% @ 60
Tier 3**	Local Miscellaneous	2% @ 62

*New CalPERS members on or after 04/22/2011 through 12/31/2012

**New CalPERS members on or after 01/01/2013

Tier 1: 3% @ 60

Pension Contributions: PEPPRA provides that equal sharing of normal costs shall be the standard. To reach that standard, Local 2180-represented Tier 1 Employees will continue to make the required - employee contribution (with no EPMC) of 8% for Local Miscellaneous, but will also contribute to the Employer's side (pursuant to Government Code (GC) section 20516) to reach the CalPERS standard of equal sharing of normal costs (50% of normal cost).

Local miscellaneous represented employees in Tier 1 shall contribute 8%, on a pre-tax basis, to the extent permitted by the Internal Revenue Code, which will be applied to the employee contribution to CalPERS. There shall be no Employer Paid member Contribution ("EPMC").

The following is a summary of Tier 1 CalPERS contract provisions:

- A. One-Year Final Compensation
- B. Post-Retirement Survivor Allowance
- C. Credit for Unused Sick Leave
- D. 4th Level 1959 Survivor Benefit.
- E. Military Service Credit as Prior Service
- F. Cost of Living Allowance (2%)
- G. Post-Retirement Survivor Allowance Continuance
- H. Pre-Retirement Death Benefit for Spouse
- I. Retired Death Benefit \$5,000
- J. Prior Service Credit

Tier 2: 2% @ 60

Pension Contributions: PEPRAs provides that equal sharing of normal costs shall be the standard. To reach that standard, Local 2180-represented Tier 2 Employees will continue to make the required - employee contribution (with no EPMC) of 7% for Local Miscellaneous, but will also contribute to the Employer's side (pursuant to Government Code (GC) section 20516) to reach the CalPERS standard of equal sharing of normal costs (50% of normal cost).

Local miscellaneous represented employees in Tier 2 shall contribute 7%, on a pre-tax basis, to the extent permitted by the Internal Revenue Code, which will be applied to the employee contribution to CalPERS. There shall be no Employer Paid member Contribution ("EPMC").

The following is a summary of Tier 2 CalPERS contract provisions:

- A. Three-Year Final Compensation
- B. Post-Retirement Survivor Allowance
- C. Credit for Unused Sick Leave
- D. 4th Level 1959 Survivor Benefit
- E. Military Service Credit as Prior Service
- F. Cost of Living Allowance (2%)
- G. Post-Retirement Survivor Allowance Continuance
- H. Pre-Retirement Death Benefit for Spouse
- I. Retired Death Benefit \$5,000
- J. Prior Service Credit

Tier 3: 2% @ 62

Local miscellaneous represented employees in Tier 3 shall be responsible for the full employee contribution, which will be applied to the CalPERS employee contribution. There is no Employer-Paid Member Contribution ("EPMC"). Final compensation will be computed based on the highest average compensation during a consecutive 36-month period, subject to the compensation limit set by CalPERS. Contract provisions for Tier 3 benefits will be determined by CalPERS pursuant to the California Public Employees' Pension Reform Act of 2013.

Employee cost share is determined by PEPRAs. However, should the equal cost share exceed the limits set in PEPRAs, employees will contribute to the employer share as in Tiers 1 & 2.

ARTICLE 2.13 DEFERRED COMPENSATION

Local 2180 members shall be eligible to participate in the City's approved deferred compensation plans offered by the City.

ARTICLE 2.14 PARAMEDIC SCHOLARSHIP PROGRAM

- I. Annually, the Fire Chief will determine if there is a need to provide a Paramedic Scholarship Program and, in the Fire Chief's sole discretion, determine whether or not to assign any EMT's to participate in the Paramedic Scholarship Program.

- II. The Chula Vista Fire Department will use an application and interview process for the paramedic candidates interested in attending a department-sponsored Paramedic Scholarship Program. The Fire Chief's decision is final and there shall be no appeal or grievance allowed.
- III. The Department will offer the following Paramedic Scholarship Program in support of employees who wish to attend paramedic school:
 - A. The Department will reimburse all tuition fees (registration, exams, required textbooks, health, parking pass, fingerprint, etc.) associated with attendance in paramedic school at Southwestern College or a school designated by the City over 24 months upon successful completion of paramedic school and field training at the department.
 - B. The Department will provide early release from duty to employees who are attending paramedic classes, didactic and clinical when necessary. Force-hire procedures for staffing will bump down to the next employee during scheduled paramedic training.
 - C. Ride-a-Long Hours: The Department will provide release time up to the full minimum hours of the required time (108 hours) for ride-a-long experience (as determined by the preapproved paramedic training curriculum) performed during regularly scheduled work hours. All additional non-mandatory ride-a-long hours are at the employee's expense. If further hours are mandated by the program/department those mandated hours may be covered.
 - D. Field Internship: The Department will provide release time up to the full minimum hour requirement (480 hours) of the field internship phase performed during regularly scheduled work hours at the time of acceptance into the paramedic scholarship program, as determined by the Department
- IV. Terms of paramedic scholarships shall be subject to a Paramedic Scholarship Agreement.
- V. The Department-sponsored paramedic employee will serve a minimum two (2) year obligation as a paramedic with the CVFD (from the time they receive California EMT-P licensure) prior to requesting to leave the program.

ARTICLE 2.15 POST EMPLOYMENT HEALTH PLAN

Local 2180 represented Employees may participate in an Insurance Premium Reimbursement Account ("106 Plan") Post Employment Health Plan ("PEHP"), subject to the terms of the PEHP document, to be solely funded with mandatory Eligible Employee contributions as specifically identified by the bargaining unit and approved by the Director of Human Resources, which is currently as follows: Employees not wishing to participate in the PEHP may sell back up to 100% of vacation and Compensatory Time Off (CTO) balances the last full pay period of employment preceding your last day on payroll prior to retirement. No City funds shall be used to maintain or fund this plan. Employees are fully responsible for meeting all funding requirements. Employees are further solely responsible for any and all tax consequences related to the 106/PEHP plan.

SECTION III HOURS

ARTICLE 3.01 WORK WEEK

- I. The work week is a fixed and regular recurring period of work hours during the seven consecutive 24-hour periods/days starting at 7:30 am on Friday. The City may assign alternative work schedules that have differing work hours.

- II. Notwithstanding any practice regarding “bidding” for stations and shifts, the City retains the sole and unfettered authority to assign work locations, hours, and duties as it deems appropriate at any time.

ARTICLE 3.02 VACATION

I. Miscellaneous

A. Definition - for the purpose of this section the following definitions shall apply:

- 1. “Continuous service” means City service uninterrupted by separation.
- 2. “Intermittent service” means City service interrupted by separation.
- 3. “Active service” includes actual time worked, holidays with pay, and leave of absence without pay (not to exceed one year) for which worker's compensation is paid. It shall also include Saturdays, Sundays or other regular days off which are immediately preceded or immediately followed by other time worked. Leaves of absence without pay not to exceed 14 calendar days and leave of absence not to exceed one (1) year for which workers’ compensation is paid.

B. Amount of Vacation and Sick Leave Use - Employees must take a minimum of two (2) hours of vacation, compensatory time, or sick leave at one time. This two (2) hour minimum shall not apply if the time off occurs within the first two (2) hours or last two (2) hours of the employee's regular shift. During this first two (2) hours or last two (2) hours of the regular shift, the employee will be charged for the actual time taken off.

II. VACATION

A. Vacation Accrual - Continuous Service: Each employee paid at a biweekly rate who has had continuous full-time active service shall be entitled to vacation with pay. The following provisions shall apply:

- 1. The vacation leave accrual rates shall be as follows:

Years of Service	# of Weeks	Hrs. of Kelly Schedule Accrual Bi-Week	Hrs. of Kelly Schedule Accrual Yearly	Hrs. of 40 hour Accrual Bi-Weekly	Hrs. 40 hour Accrual Yearly
0-4	2	4.30	112	3.07	80
5-9	3	6.44	168	4.60	120
10-14	4	8.62	224	6.14	160
15+	5	11.08	288	7.70	200

- 2. Personnel whose permanent assignment changes from shift to non-shift or vice versa shall have their accrued leave converted by the appropriate factor as shown below:

- A. Shift to Non-Shift - The accrual shall be modified by the factor 0.714.
- B. Non-Shift to Shift - The accrual shall be modified by the factor 1.4.

C. When assigned to 13.5 hour shift work hours will be accrued and modified as appropriate.

Multiple/divider 1.4 for all accruals and caps

3. Maximum Vacation Accrual

At no time may an employee have more than two years of vacation leave accumulated (i.e. twice the number of hours accrued annually). No vacation credits shall be accrued above this limit.

4. Payment upon Separation

At the time an employee is separated from City service, whether voluntarily or involuntarily, he or she shall be granted all of the unused vacation leave to which he/she is entitled based upon his or her active service in prior years.

5. Vacation Use

Vacation leave balances shall be reduced by the actual time not worked to the nearest quarter hour. Absence may not be charged to vacation, not already accumulated.

6. Vacation Leave Sell Back

All members of represented classifications who have completed at least five (5) years of City service shall have the option of selling 56 hours of accrued vacation leave back to the City one time each calendar year. The accumulated vacation leave balance will be reduced accordingly. The cash out may not be made until the hours have been accrued in the Calendar year. Payment of vacation leave hours will be made the first payday of any month provided that the Finance Department has received ten (10) working days advance notice of the request prior to payday. Elections for annual cash out must be made by December 1 of the prior calendar year.

ARTICLE 3.03 SICK LEAVE

- A. Accumulated paid sick leave credit is to be used for the sole purpose of protecting the employee's wages in the event absence is made necessary because of disability due to non-industrial injury or illness of the employee, or illness of the employee's immediate family. For the purposes of this article, immediate family is defined pursuant to the Family and Medical Leave Act. Sick Leave may not be used for absences due to an industrial injury or illness except as follows: to supplement Total Temporary Disability pay and it appears, based on the medical evidence, that the will be able to return to full duty within a reasonable time frame, they may be granted an exemption to the non-industrial causation requirement of this section. This determination will be made by the City Manager on the advice of the Fire Chief, Director of Human Resources, and the Risk Manager, based on the medical evidence. When an employee is on sick leave, any type of outside employment will not be permitted. The clear intent of this section is to prevent (except in very unusual cases) an employee from deferring their retirement.
- B. Members of represented classifications assigned to a 24-hour shift work will accumulate sick leave at the rate of 5.15 working hours for each biweekly pay period of service (133.9 hours annually).

- C. Members of represented classifications assigned to 13.5 hour shift work will accumulate sick leave at the rate of 4.36 working hours for each biweekly pay period of service (113.3 annually).
- D. Members of represented classifications assigned to 40 hour works weeks will accumulate sick leave at the rate of 3.68 working hours for each biweekly pay period of service (96 hours annually).
- E. Unused sick leave may be accumulated in an unlimited amount but the City shall have no financial obligation to pay for such accumulated and unused sick leave upon termination from the City for any reason provided, however, this subsection does not abrogate the employee's right to have all unused accumulated sick leave credited to his/her service credits under PERS upon retirement or any rights provided under Section 7 below. In calculating the number of days of service credits under PERS, unused accumulated sick leave hours will be divided by 8.0.
- F. Personnel whose permanent assignment changes from shift to non-shift or vice versa shall have their accrued sick leave converted by the appropriate factor as shown below:
 - A. 24 Hr. Shift to 40 Hr. Non-Shift - The accrual shall be modified by the factor 0.714.
 - B. 40 Hr. Non-Shift to 24 Hr. Shift - The accrual shall be modified by the factor 1.4.
 - C. 13.5 Hr. Shift shall also be converted as appropriate.

G. Sick Leave Reimbursement

- (1) Employees shall have the option of converting 25% of their accumulated unused sick leave for the calendar year to pay. In calculating the number of hours that could be converted to pay, all computations shall be rounded to the nearest whole hour. Elections for annual cash out must be made by December 1 of the prior calendar year.
 - (2) If the pay option is selected, the paid sick leave hours shall be subtracted from the employee's accumulated yearly sick leave balance. The remaining sick leave hours shall be carried over and accumulated.
 - (3) Payment for sick leave the previous fiscal year will be made during the month of July of each year. Pay will be computed based on the employee's base salary rate on June 15.
 - (4) An employee will not be eligible for sick leave reimbursement under this plan if it would result in the employee having an accumulated sick leave balance of less than the amount that the employee would earn during a two-year period. This restriction shall not apply to subsections (5) below.
 - (5) In the event of the death of a represented employee while employed by the City, 100% of the employee's total unused accumulated sick leave, after consideration for any reductions allowed under PERS Sick Leave Conversion/Service Credit Policy, will be paid to the appropriate beneficiary.
- H. Sick leave balances shall be reduced by the actual time not worked to the nearest quarter hour. Absences for illness may not be charged to sick leave not accumulated.
- I. Sick Leave Verification. The City may, in its discretion, require a doctor's certificate or personal sworn affidavit verifying that the employee is unable to perform the duties of his or her job and the

nature of the limitations and restrictions due to the disability injury or illness of the employee or illness or injury of immediate family members in order to determine eligibility for use of sick leave.

- J. The City and Local 2180 agree that Sick Leave is a benefit and not a right.
- K. Employees may choose to donate any accrued, but unused, sick leave to another City employee who has exhausted his or her accrued leave due to a disability caused by prolonged illness or injury of the employee or a member of his/her immediate family, subject to and in the manner set forth in Human Resources Policy and Procedures, Policy 614, except as modified herein. Sick leave donations will be made in hourly increments. In order for employees to donate accrued unused sick leave as stated herein, the donating employee must have a minimum 80 hours of banked unused sick leave for themselves. The donated sick leave may not cause the donating employee to fall below the minimum hours required to be banked as stated herein and the donating employee may not donate more than a total of 72 hours of unused sick leave in any fiscal year.

ARTICLE 3.04 BEREAVEMENT LEAVE

When an employee with permanent status is compelled to be absent from work because of the death of an immediate family member, an immediate family member of the employee's spouse, or any other person defined by the Internal Revenue Service as a dependent, and after such employee makes written request and receives written approval from the Fire Chief, the employee may be allowed the privilege to be absent from work with pay for any scheduled work during a period of up to five (5) calendar days, plus reasonable travel time. Travel time will be actual time used not to exceed three (3) calendar days. Paid absence for the death of a family member shall be charged to sick leave. For purposes of bereavement leave, immediate family includes husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, step-parent or any other person serving as parent, grandmother, grandfather, or any other person living in the same household as the employee.

ARTICLE 3.05 HOLIDAYS

- I. Scheduled Holidays
 - A. Employees assigned 24-hour shift will receive one hundred forty (140) hours holiday pay at straight time each fiscal year. Holiday pay shall consist of approximately 5.3846 hours per pay period for each employee in the bargaining unit.
 - B. Employees Assigned to an Administrative Assignment (40-hour work week):
Hard Holidays for employees who work the traditional Monday through Friday work week will be celebrated on the day that City offices are closed. For the term of this agreement, the following are the recognized hard holidays: New Year's Day, Martin Luther King's Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.
 - 1. Hard Holiday Pay
 - a. Full time employees shall receive eight (8) hours pay at their regular hourly rate for each hard holiday.
 - b. For all employees if a hard holiday falls on the employee's first regularly scheduled day off, the holiday will be recognized on the previous day; if it falls on the employee's second regularly scheduled day off, the holiday will be recognized on the following day. If the eligible employee must work on the day to be recognized as a hard holiday, the employee shall be paid overtime compensation in addition to the hard holiday pay.

Overtime compensation, in addition to the holiday pay, shall be paid to eligible employees who must work on any hard holiday.

- c. Employees who work an alternative work schedule and who cannot observe a normal holiday schedule:
 - i. If a hard holiday falls on the employee's regularly scheduled day off, the employee will receive eight (8) hours pay.
 - ii. If a hard holiday falls on an employee's regularly scheduled work day and the employee takes that day off, he or she will receive eight (8) hours of holiday pay for that day and may use the appropriate number of hours of discretionary leave to supplement the eight-hours (8) of holiday time in order to reach 40-hours for that work week. Or, with supervisor approval, the employee may choose to work the appropriate number of hours during the week of the holiday in order to reach a total of 40 hours for that work week.
 - iii. If an employee works a hard holiday, the employee will receive the appropriate holiday hours pay based on their established schedule plus time and one-half for each hour actually worked.

For payment purposes, if a hard holiday falls on a Saturday or Sunday, the day of observance shall be the actual day of the holiday for employees working a non-Monday-Friday flexible work schedule OR the day when the normal operations of his or her department or division are closed for those employees working a Monday-Friday flexible work schedule.

2. Floating Holidays

- a. Effective the first pay period in July of each fiscal year of this MOU, employees shall be credited with eight (8) hours floating holiday time each for Lincoln's Birthday, Washington's Birthday, and Admission Day. Employees may take floating holiday time at their discretion, subject to staffing needs and with the approval of their Appointing Authority.
- b. Floating Holiday Use - Employees using floating holiday time before the holiday passes and subsequently leaving City service will be charged for such time. Employees who do not use their floating holiday time before June 30 of the fiscal year will lose such time. The smallest unit of time chargeable to floating holiday time is one half hour.

C.

ARTICLE 3.06 JURY DUTY/COURT LEAVE

- I. Permanent and probationary employees who are called to serve on jury duty for any county, state or federal court shall be entitled to paid leave under the following circumstances:
 - A. The employee must present to his or her supervisor the court order to appear for jury duty at least three weeks prior to the date to report.
 - B. The employee must submit a daily court authorized stamped time card accounting for all hours of required service ordered by the court.
 - C. Employees who are required to serve on jury duty on their scheduled days off will not be compensated for this time and may keep any fees paid by the court.
 - D. If the employee is not required to report for jury duty on any particular day(s) he or she is then expected to be at work as per the normal schedule.

- E. It is the employee's responsibility to inform his or her supervisor on a daily basis if he or she is required to report for jury duty the following day. This may include calling the supervisor after or before normal working hours.
 - F. Absence due to jury duty will be submitted on the City leave form.
 - G. An employee whose work week is other than Monday through Friday (8:00 a.m. to 5:00 p.m.) may have jury duty work day adjustments made by his or her supervisor.
- II. Court leave is paid leave granted by the City to enable an employee to fulfill his or her duty as a citizen to serve as a witness in a court action to which the employee is not a party, before a federal or superior court located within San Diego County.

Court leave shall be limited to:

- A. Required attendance before federal or superior courts located within San Diego County.
- B. Time in attendance at court together with reasonable travel time between court and work if attendance is for less than a full day and the employee can reasonably be expected to return to work.
- C. Court leave shall not be granted when the employee is paid an expert witness fee.
- D. The employee must submit to the City any payment received except travel and subsistence pay for such duty.
- E. Court leave will only be granted to employees who are not litigants in a civil case nor related to litigants in a civil case or defendants in a criminal case.
- F. The Employee shall provide his or her supervisor with a copy of the legal subpoena and provide other documentary evidence of service.
- G. When employees are subpoenaed in the line of duty they shall be guaranteed a minimum of two hours for each separate court appearance, including travel time.

ARTICLE 3.07 RELEASE TIME

- I. [Release Time] The City agrees to provide Release Time as set forth in Government Code section 3503.3, but only to the extent required by its terms unless otherwise stated herein. The City reserves any and all rights to challenge or object to for any reason in any forum or venue any aspect or term of Government Code section 3503.3 and not to apply it, as the City, in its discretion, determines it is not applicable or lawful.
- II. [Procedure] The Release Time Leave set forth above shall be subject to the following. Release Time shall be provided only for actual time spent in "formal" meetings and for a reasonable period of time. Both parties must agree that the meeting is a "formal" meeting prior to such meeting to be eligible for Release Time. The term "formal meetings" shall not include informal meetings or discussions wherein items within the scope of representation are or may be discussed, including, but not limited to, working groups or meetings where the parties do not agree that the meeting is a "formal meeting." A "formal" meeting shall mean a meeting required under the MMBA to "meet and confer in good faith." The term "within the scope of representation" shall have the same

meaning as set forth in Government Code section 3504. The term “meeting and conferring in good faith” shall have the meaning set forth in Government Code section 3505. Release Time will not be provided for days Local 2180 representatives are not regularly scheduled to work and/or for days they are working overtime. Release Time shall be calculated in base pay and shall not be on an overtime basis. In addition, Release Time provided herein may not be banked. Also, included within “meeting and conferring” is time actually spent meeting with the City Manager (as the Municipal Employee Relations Officer) pursuant to section 14(A) of Employee-Employer Labor Relations Policy (if said meeting is required) and actual time spent in mediation with the City (if there was a mutual agreement to participate in mediation). Release Time shall not encompass Fact-Finding under the MMBA (if Fact-Finding is required). The Fire Department may remove the requirement that a leave slip is required and provide for alternate noticing and tracking of Release Time. Local 2180 shall provide reasonable notice of its request for Release Time, with Local 2180 endeavoring to provide 40 hour advance notice for non-suppression personnel and 48 hour advance notice for suppression personnel that Release Time will be requested and identify the person(s) who will be taking the Release Time. Only a reasonable number of designated Local 2180 representatives will be permitted; generally, up to two (2) Local 2180 members constituting Local 2180’s “negotiating team” on a successor MOU and up to two (2) Local 2180 members in other circumstances will be considered a “reasonable number.” The number of designated Local 2180 representatives may be increased by mutual Agreement by the City and Local 2180. The Human Resources Director shall make determinations if Release Time is required under this Section and said determination shall be final.

- III. The City may permit one hour of additional release time (to be used for Local 2180 preparation) if a meeting under this Section is expected to last more than four (4) hours. Local 2180 must request the additional hour with its required advance notice of request for Release Time. The Human Resources Director shall make determinations if the additional hour may be authorized under this paragraph and said determination shall be final.
- IV. In addition to the activities for which Release Time is authorized under Government Code section 3503.3, the Fire Chief may permit up to two (2) hours of Release Time for Local 2180 representatives to attend the monthly “Labor-Management Meeting” with the Fire Chief or their designee. Release Time, pursuant to this paragraph, will be provided in such a manner so that impacts to Fire Department operations are minimized and may be denied or limited, if the Fire Department determines that Fire Department operations may be negatively impacted. Local 2180 shall work with the Fire Department to minimize impacts to Fire Department operations, including but not limited to, being “on call” during the “Labor-Management Meeting” or reducing the number of Local 2180 representatives present at the “Labor Management Meeting.” For purposes of this paragraph, “Labor-Management Meeting” shall mean that one time per month meeting with the Fire Chief or their designee that has traditionally been held every third Tuesday of the month lasting for about 2 hours. It does not mean or include any other meeting with the Fire Chief or their designee, including, but not limited to, informal meetings or other discussions wherein items within the scope of representation are or may be discussed.

ARTICLE 3.08 SHIFT EXCHANGE

The City may allow the practice of shift exchanges, subject to the provisions of the Fair Labor Standards Act.

Subject to the Transport Battalion Chief’s approval, employees shall have the right to voluntarily exchange shifts or parts of shifts when the change does not interfere with the operation of the Fire Department. In addition to exchange rank for rank, personnel of a lower classification but of qualified

rank may be permitted to exchange shifts. "Paybacks" of shift trades are the obligation of the employees involved in the trade. Paybacks should be completed within one calendar year of the date of the initial shift trade. Any dispute as to paybacks is to be resolved by the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.

SECTION IV WORKING CONDITIONS

ARTICLE 4.01 PROHIBITED PRACTICES

- I. Local 2180 pledges it shall not cause, condone or counsel represented employees or any of them to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the normal functions and procedures of the City.
- II. Should any unit employees breach the obligations of Paragraph 1 during the term of this MOU, the City Manager or his or her designee shall immediately notify Local 2180 that an alleged prohibited action is in progress.
- III. Local 2180 shall as soon as possible, and in any event, within eight working hours disavow any strike or other alleged prohibited action, shall advise its employees orally and in writing to immediately return to work and/or cease the prohibited activity and provide the City Manager with a copy of its advisement, or, alternatively, accept the responsibility for the strike or other prohibited activity.
- IV. If Local 2180 disavows the prohibited activity and takes all positive actions set forth in this MOU in good faith, the City shall not hold Local 2180 financially or otherwise responsible. The City may impose penalties or sanctions as the City may appropriately assess against the participants.
- V. Should Local 2180 breach its obligations or any of them under this section during the term of this MOU, it is agreed that the City shall pursue all legal and administrative remedies available to the City that in its discretion it may elect to pursue.
- VI. There shall be no lockout by the City during the term of this MOU.

ARTICLE 4.02 EQUIPMENT RESPONSIBILITY AND PROPERTY REPLACEMENT

- I. The City will hold employees harmless for equipment damaged or lost, except for acts of negligence, vandalism, intoxication or other substance abuse.
- II. Any represented employee who, in the normal course of his/her employment, suffers damage or destruction as a result thereof to his/her prescription glasses or wrist watch, shall be entitled to replacement or repair thereof upon investigation and recommendation by such employee's department head, and approval by the City Manager, provided such damage or destruction did not occur as a result of such employee's negligence. Said reimbursement shall not exceed the reasonable value of functional replacement or repair. An employee will be reimbursed up to \$250 or actual cost, whichever is less, for prescription glasses and up to \$50 or actual cost, whichever is less, for watches which are damaged or destroyed.

ARTICLE 4.03 DRIVING REQUIREMENTS

- I. Whenever an employee drives a vehicle for City business, he or she shall have a valid California Driver's License. In order to ascertain the validity of the employee's licenses, employees must present their driver's license to their supervisor upon request. The City reserves the right to check at any time with the Department of Motor Vehicles to determine if the license is valid. If an employee's driver's license is revoked, suspended or otherwise made invalid, the employee must inform his or her supervisor. Failure to notify the supervisor may result in immediate disciplinary action. An employee who does not possess a valid California driver's license may request a leave of absence without pay for up to 90 days or such time as their license is once again valid, whichever is shorter. Extensions may be requested and are at the sole discretion of the Fire Chief.
- II. Ambulances may be equipped with Drivecam or similar product/technology, including video and audio of the cab and forward facing, to mitigate the liability resulting from driving accidents to the City.
- III. The following shall also apply:
 - A. All personnel shall possess, at a minimum, at all times a valid and current Class C driver's license.
 - B. All personnel shall be required to possess the appropriate/minimum license required by DMV while they operate any City vehicle, including ambulance.
 - C. To operate any Code 3 capable vehicle, Local 2180 members shall be required to successfully complete all the Department required training. The Fire Department shall provide the aforementioned training.
 - D. Fire Department personnel shall report any license suspension or any action which impacts the validity of their driver's license to their supervisor within 24 hours of such suspension or action or prior to their next work shift, whichever is sooner.
- IV. This Article shall not preclude the City from imposing discipline for a license suspension, revocation, or restriction nor for the underlying conduct that led to or is related to the license suspension, revocation, or restriction.

ARTICLE 4.04 FITNESS FOR DUTY

The parties agree that physical and mental fitness of City employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this MOU, the City with reasonable cause, may require medical and psychological assessments of employees provided the City pays for the assessment and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. It is understood that the assessment regimen performed by the healthcare professionals shall be reasonably related to the requirements and duties of the job. Any treatment or remedial action recommended as a result of the assessment shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the City's Employee Assistance Program (EAP).

ARTICLE 4.05 STATION MAINTENANCE AND REPAIR

Employees represented by Local 2180 agree to perform normal fire station maintenance and repair. "Normal fire station maintenance and repair" shall not include major construction or renovation projects that are determined by the Fire Chief to be beyond the capability of the represented employees or are projects that would seriously interfere with the ability of represented employees to respond to emergencies. The City agrees to provide materials and equipment necessary to perform the normal fire station maintenance and repairs as provided by this article. The fire station maintenance and repair duties will be performed between 0730 and 1630.

ARTICLE 4.06 SUBSTANCE ABUSE POLICY

Represented employees are subject to the City's current Substance Abuse Policy.

ARTICLE 4.07 DIRECT DEPOSIT

All represented employees will be required to provide written authorization to the City's Director of Finance to electronically deposit their paychecks to a financial institution of their choice.

ARTICLE 4.08 GRIEVANCE PROCEDURE

This grievance procedure shall be in effect during the full term of this Memorandum of Understanding.

Section 1. PURPOSE. The purposes and objectives of the Grievance Procedure are to:

- (1) Resolve disputes arising from the interpretation, application or enforcement of specific terms of this MOU.
- (2) 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.
- (3) Resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar disputes.

Section 2. DEFINITIONS. For the purpose of this grievance procedure the following definitions shall apply:

- (1) Manager: The City Manager or his/her authorized representative.
- (2) Day: A calendar day, excluding Saturdays, Sundays and hard holidays as described by this MOU.
- (3) Department Head or head of department: Chief executive officer of a department.
- (4) Director of Human Resources: The Director of Human Resources or his/her authorized representative.
- (5) Employee: Any officer or regular (not temporary) employee of the City, except an elected official.
- (6) Employee representative: An individual who speaks on behalf of the employee.

- (7) Grievance: A complaint of an employee or group of employees arising out of the application or interpretation of a specific clause in this MOU.
- (8) Immediate supervisor: The individual who assigns, reviews, or directs the work of an employee.
- (9) Superior: The individual to whom an immediate supervisor reports.

Section 3. REVIEWABLE AND NON-REVIEWABLE GRIEVANCES.

- (1) To be reviewable under this procedure a grievance must:
 - (a) Concern matters or incidents that have occurred in alleged violation of a specific clause in this MOU; and
 - (b) Specify the relief sought, which relief must be within the power of the City to grant in whole or in part.
- (2) A grievance is not reviewable under this procedure if it is a matter which:
 - (a) Is subject to those reserved City Management Rights as stipulated under Section 4 of the Employer-Employee Relations Policy for the City of Chula Vista or under management rights as specified in this MOU.
 - (b) Is reviewable under some other administrative procedure and/or rules of the Civil Service Commission such as:
 - 1. Applications for changes in title, job classification or salary.
 - 2. Appeals from formal disciplinary proceeding.
 - 3. Appeals arising out of Civil Service examinations.
 - 4. Appeals from work performance evaluations.
 - 5. Appeals that have Affirmative Action or civil rights remedy.
 - (c) General complaints not directly related to specific clauses of this MOU.
 - (d) Would require the modification of a policy established by the City Council or by law.
 - (e) Relates to any City group insurance or retirement programs.

Section 4. GENERAL PROVISION OF THE GRIEVANCE PROCEDURE.

- (1) Grievances may be initiated only by the employee or employees concerned and may not be pursued without his/her or their consent.
- (2) Procedure for Presentation. In presenting his/her grievance, the employee shall follow the sequence and the procedure outlined in Section 5.

- (3) Prompt Presentation. The employee shall discuss his/her grievance with his/her immediate supervisor within fifteen (15) business days after the act or omission of management causing the grievance, or within fifteen (15) business days of when the employee, with the exercise of reasonable diligence, should have discovered the act or omission being grieved.
- (4) Prescribed Form. The written grievance shall be submitted on a form prescribed by the Director of Human Resources for this purpose.
- (5) Statement of Grievance. The grievance shall contain a statement of:
 - (a) The specific situation, act or acts complained of as an MOU violation;
 - (b) The inequity or damage suffered by the employee; and
 - (c) The relief sought.
- (6) Employee Representative. The employee may choose someone to represent him/her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless he/she so desires.
- (7) Handled During Working Hours. Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved.
- (8) Extension of Time. 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. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
- (9) 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 grievances shall, whenever possible, be handled as a single grievance.
- (10) Settlement. Any complaint shall be considered settled without prejudice at the completion of any step if all parties are satisfied or if neither party presents the matter to a higher authority within the prescribed period of time.
- (11) Reprisal. The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by his/her supervisor, superior or department head, provided he/she observes the provisions of this grievance procedure.
- (12) Back pay. The resolution of a grievance shall not include provisions for back pay retroactive further than twenty (20) business days prior to the date the grievance is filed. However, if with the exercise of reasonable diligence, the act or omission being grieved was not discovered within ten (10) business days of its occurrence, and the grievance is subsequently timely filed pursuant to Section IV (3), then the resolution of the grievance may include provision for back pay for a maximum period of one year from the date the grievance was filed.

Section 5. GRIEVANCE PROCEDURE STEPS. The following procedure shall be followed by an employee submitting a grievance pursuant to policy:

Step 1 Discussion with Supervisor.

The employee shall discuss his/her grievance with his/her immediate supervisor informally. Within three (3) business days, the supervisor shall give his/her decision to the employee orally.

Step 2 Written Grievance to Superior.

If the employee and supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a decision within the three (3) business days' limit, the employee may within seven (7) business days present his/her grievance in writing to his/her supervisor who shall endorse his/her comments thereon and present it to his/her superior within seven (7) business days. The superior shall hear the grievance and give his/her written decision to the employee within seven (7) business days after receiving the grievance.

Step 3 Grievance to Department Head.

If the employee and superior cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the seven (7) business days' limit, the employee may within seven (7) business days present his/her grievance in writing to his/her department head. The department head shall hear the grievance and give his/her written decision to the employee within seven (7) business days after receiving the grievance.

Step 4 Grievance to Director and Manager.

If the grievance is not settled at the department head level, it may be submitted by the Association Representative within twenty (20) business days to the Human Resources Director, who shall investigate and report his/her findings and recommendations to the City Manager within ten (10) business days. The City Manager shall provide his/her answer within ten (10) additional business days. The times indicated may be extended by mutual agreement. Any Employee grievance will be filed with the Association Representative at Step 4.

Following the submission of the City Manager's answer, and before going to Section 6, Advisory Arbitration, matters which are unresolved shall be discussed at a meeting between the parties during which all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation.

Section 6. ADVISORY ARBITRATION.

Any dispute or grievance which has not been resolved by the Grievance Procedure may be submitted to advisory arbitration by the Association Representative or the City without the consent of the other party providing it is submitted within ten (10) business days, following its termination in the Grievance Procedure. The following Advisory Arbitration procedures shall be followed:

- (1) The requesting party will notify the other party in writing of the matter to be arbitrated and the contract provision(s) allegedly violated. Within five (5) business days of the receipt of this notice, the parties may agree upon an arbitrator, or a panel of three arbitrators trained in conducting grievance hearings.

If agreement on an arbitrator cannot be reached the State Mediation and Conciliation Service shall be requested by either or both parties to provide a list of five arbitrators. Both the City and the

Association shall have the right to strike two names from the list. The party requesting the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

- (2) The arbitrator shall hear the case within twenty (20) business days after the arbitrator has been selected. The arbitrator may make a written report of their findings to the Association and the City within fifteen (15) business days after the hearing is concluded. The arbitrator shall make rules of procedure. The decision of the arbitrator shall be advisory to the City Manager who shall render a final decision within ten (10) business days.

The arbitrator shall have no authority to amend, alter or modify this MOU or its terms and shall limit recommendations solely to the interpretation and application of this MOU. The above time limits of this provision may be extended by mutual agreement.

- (3) Each grievance or dispute will be submitted to a separately convened arbitration proceeding except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the same arbitrator.
- (4) The City and the Association shall share the expense of arbitrators and witnesses and shall share equally any other expenses, including those of a stenographer, if required by either party. If either party elects not to follow the advisory decision rendered by the arbitrator, that party shall pay the entire cost of the arbitration process, including the expense of the arbitrator, witnesses and/or stenographer.

(Signature page to follow.)

**SIGNATURE PAGE TO MOU BETWEEN THE CITY OF CHULA VISTA AND LOCAL 2180,
IAFF, AFL-CIO, JULY 11, 2023 TO JUNE 30, 2026**

For the City:

Tanya Tomlinson,
Human Resources Manager
City of Chula Vista

For IAFF:

Javier Araiza,
IAFF Local 2180
Chief Negotiator

Brian Clark
IAFF Local 2180 AFL-CIO

Edgar Cordova
IAFF Local 2180 AFL-CIO

Christopher Fernquist
IAFF Local 2180 AFL-CIO

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Ariel Valencia
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