CITY OF
CHULA VISTA

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CHULA VISTA
AND
LOCAL 2180
INTERNATIONAL ASSOCIATION
OF
FIRE FIGHTERS
AFL - CIO
MARCH 4, 2025 – DECEMBER 31, 2027

MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF CHULA VISTA AND LOCAL 2180, INTERNATIONAL ASSOCATION OF FIRE FIGHTERS, AFL-CIO FROM MARCH 4, 2025 – DECEMBER 31, 2027.

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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 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 to the California Government Code Section 3500 et. seq. known as the Meyers-Milias-Brown Act.

ARTICLE 1.02 RECOGNITION

The City recognizes Local 2180 as the certified representative for safety employees in the City of Chula Vista who are employed in the classifications of Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Captain, Fire Battalion Chief, Fire Inspector/Investigator I, Fire Inspector/Investigator II, and Senior Fire Inspector/Fire Investigator, 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. Effect a reduction in authorized positions.
VIII. Take actions necessary to carry out the mission of the City in emergencies and in other situations of unusual or temporary circumstances.
IX. Continue to exercise efficient and productive management practices consistent with federal and state laws and in compliance with the City Charter and City ordinances.

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.

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 four (4) 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.

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 Citys intranet.

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.

II. Employee Personnel Records:

A. Represented employees shall be entitled to see the contents of their personnel records. Availability of these records to the employee will be subject to the normal business hours affecting the position or office which has routine custody of these records.

B. In Civil Service promotional oral boards used in establishing certification lists for Fire Engineer, Fire Captain, or Fire Battalion Chief the City agrees not to use documents from employee jackets or other personnel records if such documents or records are more than three years old (unless they are presented by the candidate).

C. The City agrees that all supervisors will remove any negative letters, notes, or other forms of documentation from any supervisor files they may have on an IAFF Local 2180 subordinate member after one year from the date the supervisor has knowledge of the facts/circumstances underlying the entry. Any such documentation should instead be reflected on an employee's most current performance evaluation. This will coincide with the City's current policy and will not apply to the employee's personnel folder maintained by the Human Resources Department.

III. Representation by Local:

Represented employees required to meet with any supervisor(s) in which the purpose or part of the purpose is to discipline the employee, or to discuss the likelihood of future disciplinary action, shall have the right to have a shop steward in attendance if any written record of the discussion will be made by the supervisor(s) or other management personnel. Such meeting shall be preceded by at least 24-hour notification of the time and purpose of the meeting to the employee, provided employees may waive any advance notification if they so choose. A shop steward would not be permitted in meetings for Performance Reports (except ones with an overall rating of Unsatisfactory), reviews or selections or promotion interviews.

ARTICLE 1.06 LABOR-MANAGEMENT COOPERATION

The parties agree that during the term of this MOU, they will continue to support the Pride At WorkProgram. In addition they will continue to participate in efforts to contain health care costs. The City and Local 2180 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 IAFF and approval of City Council until December 31, 2027. The parties will endeavor to submit written proposals to each other by September 1, 2027 and the parties will endeavor to begin negotiations not later than October 15, 2027.

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 REOPENER

See Article 1.07.IV, above.

ARTICLE 1.10 RETENTION OF BENEFITS

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

ARTICLE 1.11 GENERAL PROVISIONS

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

II. For represented employees who were employed by the Montgomery Fire Protection District at the time the area served by the District was annexed to the City, their seniority rights shall begin with their individual hiring dates with the District and all continuous service with the District shall be deemed to be continuous service with the City.

III. For the purposes of vacation, holidays, sick leave, standby, and differential pay, all represented employees permanently assigned to a 40-hour work week shall be eligible for the same benefits under the same terms as employees assigned to the Training Divisions with a 40-hour work week.

ARTICLE 1.12 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 Adjustments]
   a. 2025: 7% the first full pay period following ratification by Local 2180 membership and adoption by the City of Chula Vista City Council in open session via resolution.

   b. 2026: 6% the first full pay period of January 2026

   c. 2027: 6% the first full pay period of January 2027

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. A sixth salary step, 5% above the current fifth step, will be created and added to the salary schedule for all IAFF represented classifications.

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 that includes the employee's actual qualifying date.

ARTICLE 2.02 OVERTIME

I. Whenever employees are ordered, because of an emergency or in the interest of the efficiency of the department, to render overtime service as defined below, they shall be granted overtime pay at the rate of 1-1/2 times their Fair Labor Standards Act (FLSA) "regular rate," or compensatory time off at 1-1/2 times the overtime hours worked (subject to the Compensatory Time provisions in Article 2.03 below).

   A. Fire Suppression personnel will receive overtime pay or compensatory time off at 1½ time for hours worked in excess of 182 hours in a 24-day work period. Authorized paid time off (e.g. vacation, compensatory time, and sick leave) will be counted as time worked for purposes of calculating overtime.

For Fire Suppression personnel, payment for overtime earned in a given 24-day work period will be made no later than with the pay warrant covering the biweekly pay period during which the work period ended.

B. Non-Suppression personnel will receive overtime pay or compensatory time off at one and one-half times hours worked in excess of 40 hours in a 7-day work period. Authorized paid time off (e.g. vacation, compensatory time, and sick leave) will be counted as time worked for purposes of calculating overtime for non-Suppression personnel.

For non-Suppression personnel, payment for overtime shall be made with the pay warrant covering the pay period in which the overtime was earned.

C. [K-9 Handler Pay] Employees who are designated Dog Handlers will receive three and a half (3 ½) hours paid overtime cash compensation per week.

II. Emergency Holdovers - Employees who are held over more than fifteen minutes beyond the scheduled termination of their work shift due to fire or other emergency calls, shall be paid on a 1 ½ time basis after fifteen minutes to the nearest half hour for all such time worked. "Time worked"shall include staff's preparation of incident reports and such personal or equipment clean-up as is necessary and required by the Fire Chief.

III. Non-Emergency Holdovers - Employees required to remain on duty more than fifteen minutes beyond the scheduled termination of their shift for other than emergency calls shall be paid on a 1½ time basis after fifteen minutes to the nearest half hour for all such time worked. 'Time worked" shall include such personal or equipment clean-up as is necessary and required by the Fire Chief, up to a maximum of 30 minutes of clean-up time.

IV. The practice of "acting down" and provisions set forth in paragraph 3 of the June 16, 2009 Side Letter of Agreement regarding "working down" are eliminated. However, fire personnel (Engineers and above) who are certified as a paramedic may "work down" to a firefighter-paramedic assignment. In addition, the Fire Chief or their designee may authorize "working down" under the following circumstances, as determined to exist by the Fire Chief or their designee: (1) during an emergency, such as a large fire or incident requiring a County wide response; (2) unplanned need for staffing, such as an employee having a family emergency and has the immediate need to leave the workplace; or (3) when attempts to contact replacement staff of the same rank have been made, but result in no same rank staff being available to work overtime and continuing attempts to contact replacement staff of the same rank would be futile or not permit a timely filling of an unfilled position and to prevent a force hire. However, this paragraph does not preclude the City from being able to force hire as an option.

ARTICLE 2.03 COMPENSATORY TIME

I. 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 will be at the discretion of the Fire Chief. The maximum annual accrual of compensatory overtime in any calendar year will be 240 hours. CTO may not be drawn down and built back up.

II. A record of compensatory time earned and utilized shall be maintained on the biweekly pay records. Use of compensatory time will be subject to the same procedures as vacation leave requests. . In the last pay period in December each year, employees shall be paid for any accumulated compensatory

time remaining in their CTO balance that was not used as time off or already cashed out, at their regular rate of pay then in effect.

III. In addition to the calendar year CTO cash out in December of each year (as currently provided for in the MOU), CTO may be cashed out at any time at the employee's request.

IV. Employees who are reassigned from shift to days or days to shift shall have their CTO bank adjusted 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.

ARTICLE 2.04 CALLBACKS

I. Employees who are called back to work before the scheduled start of their next regular shift, after having left their work site or at the conclusion of their prior scheduled shift, shall be paid for the actual overtime worked to the nearest half hour, with two (2) hours being the minimum amount paid. The two (2) hour minimum shall not, however, apply under any of the following situations:

   (1) The employee is held over beyond the scheduled termination of his or her work shift (see Article 2.02, II and III.

   (2) The employee returns to work within two (2) hours of the start of his/her next regular shift.

A. The amount of overtime worked shall not include travel time from the employee's home (or other non-work location where he/she was notified of the callback) to the employee's work station or incident scene, whichever location the employee is required to report to first. Similarly, overtime shall not include travel time after the employee leaves his/her work station or incident scene, whichever location the employee reports to last.

ARTICLE 2.05 STRIKE TEAM COMPENSATION

I. IAFF represented employees who are assigned to continuous non-relief strike team assignments (including overhead assignments or such other out-of-county assignments for which the City receives reimbursement from Cal OES) outside San Diego County shall receive their regular rate of pay on days they are ordinarily scheduled to work and, on days they are not regularly scheduled work, they shall receive premium overtime compensation of one and one-half times the employees regular rate of pay. Eligibility for strike team compensation shall begin when they report for duty until they return to the fire station.

II. In addition to the compensation provided for in Paragraph I, those employees who are assigned to continuous non-relief strike team assignments (including overhead assignment or such other out-of-county assignments for which the City receives reimbursement from Cal OES) outside of San Diego County, shall receive a fifty dollar ($50) stipend for each full, consecutive, and complete 24 hour period in which they are on the strike team. There shall be no stipend for partial hours or incomplete 24-hour periods.

ARTICLE 2.06 STANDBY

I. Definition - Standby duty is defined as that period of time assigned by the Fire Chief, Deputy Chief or Fire Battalion Chief in addition to the employee's normal work week assignment, during which the employee must remain at all times where he or she can be contacted by telephone or beeper, ready for callback to perform an essential service.

II. Application in Suppression - In addition to his/her regular salary, Suppression personnel shall be compensated with an additional $50 per each 24-hr shift assigned to standby duties. If a Suppression employee works less than a full shift of standby, he or she shall be compensated $2.08 per hour assigned to standby duties.

III. Any callbacks that occur while an employee is on standby duty shall not reduce the amount of standby pay the employee would have earned had there not been a callback. Any overtime or callback pay shall thus be in addition to the standby pay. In terms of FLSA requirements, the parties agree that standby time shall not be counted as hours worked.

IV. Fire Investigation Stand-by-pay – In addition to his/her regular salary, represented employees assigned to Fire Investigation shall be compensated with an additional $50 per each 24-hr shift assigned to standby duties. If a Suppression employee works less than a full shift of standby, he or she shall be compensated $2.08 per hour assigned to standby duties.

ARTICLE 2.07 OUT-OF-CLASS ASSIGNMENT

I. Employees assigned duty as an Acting Fire Engineer, Acting Fire Captain or Acting Fire Battalion Chief for a period of at least one full regularly scheduled, continuous work shift (24-hour period) shall receive compensation at a rate of five percent (5%) above his orher base pay. Payment will be retroactive to the beginning of the first regularly scheduled shift of the out-of-class assignment and will continue until the out-of-class assignment ends, provided the above full-shift minimum is met.

II. The assignment of Acting Fire Engineer, Acting Fire Captain, Acting Fire Battalion Chief, or shall be made in writing and shall indicate the date and time the assignment begins. If any part of an hour is worked as an out-of-class assignment, the entire hour will be considered an out-of-class assignment.

ARTICLE 2.08 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".

ARTICLE 2.09 BILINGUAL PAY

Those employees who, upon verification by the Fire Chief and the Director of Human Resources, and who successfully complete a Bilingual Performance Examination for the following languages: American Sign Language ("ASL") Spanish, Tagalog, Vietnamese, and Japanese, who use their bilingual skills will be eligible for bilingual pay as follows.

I. 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 in Fire Suppression, 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. An IAFF Local 2180 member in Fire Prevention, who is at a basic level of proficiency, shall have the skills to sufficiently and competently obtain and communicate (speak) basic information relating to basic fire inspection skills. Fire Inspection skills will be based on the current CVFD FCIP forms. 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 retest once every six months.

II. 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 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.

ARTICLE 2.10 DIFFERENTIAL PAY

I. Suppression Division employees assigned to the Training Divisions or other 40-hour administrative assignment will receive 15% additional compensation over their base wage, effective the first day of the pay-period they assume their assignment.

II. Represented employees undergoing Fire Academy (initial) training, shall not receive the compensation set forth in paragraph I of this Article.

ARTICLE 2.11 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 2.12 UNIFORMS

I. The City shall during the term of this MOU furnish, repair or replace for unit employees, as determined by the Fire Chief, Class A - Class D uniforms.

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

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

ARTICLE 2.13 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 career path. 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 pre-requisite for approval of Professional Enrichment. Requests for professional enrichment must be approved by their immediate supervisor, designated training officer, Fire Chief or his designee (designated Deputy Chief), and HR director or their designee, prior to any expense being incurred, and under the following terms:

- The training is to improve current skills or help in career advancement; 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 Fire 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 $100,000 each fiscal year. Employees are eligible to receive up to $2,000 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 Plan must be received in the Human Resources Department by June 30th. 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.

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 Human Resources Director. Professional Enrichment may be used for professional associations, including California Professional Firefighters ("CPF") and California State Firefighters Association ("CSFA"). However, IAFF dues shall not be eligible for reimbursement.

ARTICLE 2.14 EDUCATION INCENTIVE PAY/FTO PAY

I. Employees represented by Local 2180 shall be entitled to education incentive pay as detailed below:

A. Associate's degree

Upon verification that a represented employee has completed course work for and received an Associates degree $200 per month in education incentive pay.

B. Bachelor's degree

Upon verification that a represented employee has completed course work for and received a Bachelors degree, the employee shall receive $300 per month in education incentive pay.

C. Master's degree

Upon verification that a represented employee has completed course work for and received a Master's degree or higher (i.e., Ph.D. or other doctorate degree), the employee shall receive $400 per month in education incentive pay

D. For employees hired from January 1, 2015 to April 24, 2017:
Upon verification that a represented employee has completed course work for and received an Associate's degree, or completes 30 units of fire science courses or any administrative or technical (i.e. computer, writing) courses in support of the fire service, the employee shall receive $200 per month in education incentive pay.

D. For employees hired on or after April 25, 2017, and before January 7, 2020:
Upon verification that a represented employee has completed course work for and received a Associate's degree, or completes 60 units of fire science courses or any administrative or technical (i.e. computer, writing) courses in support of the fire service, the employee shall receive $200 per month in education incentive pay.

E. For employees hired before January 1, 2015:
Upon verification that a represented employee has completed 30 units of fire science courses in support of the fire service, the employee shall receive $300 per month in education incentive pay.

F. The amount of educational incentive pay will not be cumulative.

II. [Field Training Officer Pay] IAFF represented employees who are in the Firefighter/Paramedic classification and who are designated as Field Training Officers (FTOs) by the City, for the purpose of training and certifying new Chula Vista Paramedic trainees (also referred to as "trainee") or as assigned by the Fire Chief. When trainees are assigned to a fire company, FTOs will receive 5% additional compensation to base pay when they are actually engaged as FTOs and training the Chula Vista Paramedic trainees assigned to a fire company.

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 Firefighter/Paramedics (unless assigned by the Fire chief), paramedic school interns, or non-Chula Vista firefighter/Paramedics.

Any FTO assignment that exceeds eight (8) shift for one trainee will require the Fire Chief's pre-approval.

ARTICLE 2.15 URBAN SEARCH AND RESCUE PAY

Suppression Division employees permanently assigned to staff the City's US&R vehicle will receive 5% additional compensation over their base wage, effective the first day of the pay-period they assume their assignment. Permanent assignment to the US&R vehicle will be made by the Fire Chief or designee.

ARTICLE 2.16 LONGEVITY PAY

Employees shall receive longevity pay in the form of a 3.5% increase in their base pay when they have served fifteen (15) or more complete years of full-time service with the City of Chula Vista Fire Department in a classification listed in Article 1.02 of this MOU. The longevity pay shall increase base pay for eligible employees, calculated in the same manner as a cost-of-living adjustment (COLA).

SECTION II COMPENSATION

SUBSECTION B BENEFITS

ARTICLE 2.17 EMPLOYEE BENEFITS

I. Medical, Dental and Vision Insurance

A. Enrollment:

1. Medical

   a. The City will pay 100% of the premium for employees enrolled in Kaiser plans.

   b. Employees enrolled in the lowest cost, non-Kaiser, HMO or ACO will pay $50 per month and the City will pay the balance of the premium. The $50 medical premium will be waived if the cost of the lowest cost non-Kaiser, HMO or ACO is less than or equal to the Kaiser premium.

   c. Employees enrolled in the non-Kaiser full HMO plan will pay $250 per month and the City will pay the balance of the premium.

   d. Employees enrolled in the PPO shall receive the value of (c) listed above and employees will be response for the balance.

   Each eligible employee will be covered under the City offered medical plan of their choice effective the first of the month following the employee' s date of hire in that eligible position. Any difference between the City' s share of the medical premium and the full premium cost will be paid by the employee through payroll deductions. Employees who fail to submit required benefit election forms within 30 days of the date of eligibility or during open enrollment will automatically be enrolled in the lowest cost Employee Only plan.

2. Dental – Represented employees will be eligible to participate in any City sponsored group dental plan effective the first of the month following the employee' s date of hire. The City will pay an amount equal to the pre-paid dental plan premium for employees who enroll in a dental plan within 30 days of their date of eligibility or during open enrollment. Any difference between the pre-paid dental plan premium and the PPO dental plan premium will be paid by the employee through payroll deductions. Employees may only change their health or dental coverage levels at open enrollment or upon a qualifying event (marriage, divorce, birth, adoption, etc.).

3. Employee Paid Medical and Dental Premiums Taken as Pre-Tax Payroll Deductions

   It is the intent of the parties that participating employees receive the maximum benefit allowable in accordance with IRS regulations. In those cases where the employee pays a portion of the cost, premiums will be deducted from the employee' s paycheck on a pre-tax basis as allowed under Sections 125, 105, and 213 of the Internal Revenue Code. If an employee prefers to have the deductions taken on a post-tax basis, he or she must present the request for such change in writing to the Human Resources Department. If the City does not meet IRS requirements, or if IRS regulations change for any reason, this benefit may be discontinued.

4. Vision – Optional

   Represented employees will be eligible to voluntarily participate in a City sponsored group vision plan. The premium for the selected plan will be paid by the employee through payroll deductions.

5. Insurance Coverage While on Leave of Absence Without Pay

   Represented employees on leave without pay for any reason may continue, at their own expense, their group insurance coverage by paying the full cost of their premium plus a 2% administrative fee.

   Upon an employee' s return from leave without pay, the employee' s benefits will be reinstated to the same benefit level in effect prior to the beginning of the leave without pay status, provided the employee is eligible to receive City benefits. An employee who pays for the cost of his or her insurance while on leave of absence and who returns to work prior to the 15th of the month, will not be required to pay their insurance premiums for that month.

6. Termination of Benefits Upon Separation of Employment

   An employee' s coverage under the City' s group medical, dental, and group term life insurance plans is effective through the last day of the month in which the employee's termination is effective. Employees may continue their coverage beyond that date, at his or her own expense, inaccordance with the federal COBRA law. The cost of COBRA coverage is his or her premium cost plus a 2% administrative fee.

7. Additional Counseling Services

   The City shall provide FOCUS counseling services as set forth in the agreement between the City and FOCUS. Total cost for said services shall be capped at $9,000 annually. The City, in lieu of the aforementioned FOCUS counseling services, may provide comparable counseling services via EAP.

II. Flexible Spending Accounts (FSAs)-Health Care and Dependent Care

   Represented employees will be eligible to participate in the two Flexible Spending Account (FSA) options offered by the City. These accounts are allowed by Sections 125,105,129, and 213 of the Internal Revenue Code. 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 maximum amounts an employee may set aside cannot exceed the limits determined by the IRS. These accounts may only be established during the Benefits Open Enrollment period or within 30 days of a qualifying change in family status as defined by the IRS.

   Salary deductions will be taken 24 pay periods per year, bi-weekly except for those months with three pay periods, where deductions will only be taken two times.

   Reimbursements will be made on a schedule to be determined by the City. Requests for reimbursement must be made on forms provided by the City. Any monies not used by the end of the plan year will be forfeited. Specific details of the plan are provided in the City's Summary of Benefits publication available from Human Resources.

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

III. [Federal Healthcare Reopener] The City provides medical benefits to IAFF represented employees. These benefits are subject to the Federal Affordable Care Act ("ACA"). The City, upon notice to the bargain unit, may reopen this MOU when the City has been informed of or is aware of non-compliance with the ACA, including any "Cadillac" tax, or replacement Healthcare Legislation. The City shall provide notice to IAFF of the nature of the act or omission that forms the basis of non-compliance. Thereafter, City and IAFF shall thereafter promptly meet and confer to the extent required by the MMBA.

ARTICLE 2.18 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 supplemental group term life insurance through the City's group insurance plan with employees paying 100% of the supplemental life insurance cost through payroll deductions.

ARTICLE 2.19 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.

1. TIER I. For employees hired on or before the effective date of the January 14, 2011 MOA, the City will provide the 3% at 50 Retirement Plan for Local Safety Members as provided for under the California Public Employees' Retirement System (CalPERS). Employees in Tier 1 shall make contributions, which shall be applied to the Employee's contribution, in the amount of 9%. There shall be no EPMC. The aforementioned contributions will be made on a pre-tax basis to the extent permitted by Internal Revenue Code section 414(h)(2).

The City will provide the following CalPERS contract options:

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

[Cost Sharing] Pursuant to Government Code ("GC") section 20516(a), Tier I Employees will make additional contributions of compensation earnable toward achieving the legislative standard of equal sharing of normal costs, as follows: An additional 1% starting with the first full pay period of January 2024, for a total contribution of 10.0% and an additional 0.5% (additional total of 1.5%) starting the first full pay period of July 2024 for a total contribution of 10.5% and an additional 0.5% (additional total 2.0%) for a total contribution of 11% starting the first full pay period of December

2024. If a secret ballot election held in accordance with §20516(a) is not successful, or if for any other reason, the City is unable to amend its contract with CalPERS to allow employee cost sharing, the additional employee contributions referenced above will be made to the employers' contribution account pursuant to GC section 20516(f) and will be reported to CalPERS as employer contributions. 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.

2. TIER II. For Employees hired after the effective date of the January 14, 2011 MOA and who do not qualify as "new members" as defined by PEPRA (see Gov't Code section 7522.04(f)(1)-(3)) and CalPERS, the CalPERS Retirement Plan benefits for Employees in the "Local Firefighters" CalPERS member category are (1) the 3% @ 55 retirement formula; (2) that the Employees make the statutory employee (employee share) contribution to CalPERS which is 9%; (3) that there be no final year concession of said payments to compensation for CalPERS benefit calculation purposes; (4) There shall be no EPMC and (5) the use of an average highest three consecutive years calculation to determine final compensation. Furthermore, the City will no longer provide a blended health care rate for Employees hired under the Second Tier CalPERS Retirement Plan.

   The City will provide the following CalPERS contract options:

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

   [Cost Sharing] Pursuant to Government Code ("GC") section 20516(a), Tier I Employees will make additional contributions of compensation earnable toward achieving the legislative standard of equal sharing of normal costs, as follows: An additional 1% starting with the first full pay period of January 2024, for a total contribution of 10.0% and an additional 0.5% (additional total of 1.5%) starting the first full pay period of July 2024 for a total contribution of 10.5% and an additional 0.5% (additional total 2.0%) for a total contribution of 11% starting the first full pay period of December 2024. If a secret ballot election held in accordance with §20516(a) is not successful, or if for any other reason, the City is unable to amend its contract with CalPERS to allow employee cost sharing, the additional employee contributions referenced above will be made to the employers' contribution account pursuant to GC section 20516(f) and will be reported to CalPERS as employer contributions. 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.

3. Tier III. [PEPRA] For Employees hired on or after January 1, 2013 and determined to be "new members" as defined by PEPRA (see Gov't Code section 7522.04(f)(1)-(3) and CalPERS, the following shall apply: (1) a 2.7% @ 57 retirement formula; (2) no EMPC; (3) the use of an average highest three consecutive years calculation to determine final compensation; (4) employees shall pay 50% of the total normal cost of their pension, as set forth in PEPRA and determined by CalPERS; (5) pension capped as set forth in PEPRA (Gov't Code section 7522.10(c)(2)); and (6) no blended health care rate for Employees under this Tier.

The City will provide the following CalPERS contract options:

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

ARTICLE 2.20 DEFERRED COMPENSATION

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

ARTICLE 2.21 RETIREMENT HEALTH SAVINGS ACCOUNTS

Retiree Medical Trust:

The City will comply with rules set by the Plan in regard to reporting and depositing the required contributions set forth below.

All employees covered by this MOU shall participate in a retiree medical expense reimbursement plan administered by an entity selected by IAFF. This Plan is designed to permit organizations representing employees to designate on a pre-tax basis salary and/or leave payouts which occur upon separation of employment to be used to help pay for health insurance costs when the employee is no longer working for the City. The Plan shall be and remain separate and apart from any Employer health insurance funding program.

Employees shall contribute to the plan $100 per month, which the employer shall automatically deduct from the salary of each employee and remit monthly [in one aggregate check], to the Plan's administrator, accompanied by a list of contributing employees. The employer shall contribute the monies on a pre-tax basis. These contributions shall be included as a salary for the purpose of calculating retirement benefits. There shall be no employee election to take the amount in cash.

Upon retirement of an employee covered by this Agreement, the employer shall transfer into the IAFF plan, an amount equal to 100% of the cash value of the employee's vacation leave balance for which they would receive payment. The employer shall contribute the monies on a pre-tax basis. There shall be no employee election to take the amount in cash.

The IAFF has the right to alter the amount of salary deduction or the percentage of leave balance contribution at retirement from service during the course of this MOU, on a uniform basis, for all employees covered by the MOU, subject to the approval of its members according to the IAFF's internal rules.

Exceptions: Employees entitled to full military medical benefits may make a one-time election not to participate in the Plan. Employees entitled to this exemption must notify Human Resources of their refusal to participate within 30 days of joining IAFF.

SECTION III HOURS

ARTICLE 3.01 WORK PERIOD

I. Fire Suppression - Members of represented classifications assigned to this division shall work on a 56-hour week, three platoon basis. The duty schedule shall include eight (8) 24-hour shifts (totaling 192 hours) in a twenty-four (24) day duty cycle. Each 24-hour shift will begin and end at 7:30 a.m. The City has enacted the 7K exemption for Fire Suppression personnel as permitted under the Fair Labor Standards Act. This includes a 24-day work period which coincides with the 24-day duty cycle described in the previous paragraph.

II. Non-Fire Suppression – Members of represented classifications which are assigned to the Training Division, Prevention Division, and other 40-hour work week assignments shall work 40 hours per week.

The work period (week) for non-Suppression personnel is a fixed and regular recurring period of 168 consecutive hours (7 consecutive 24-hour periods). The work week for non-Suppression personnel begins at 12:01 a.m. on Friday morning and ends at 12:01 a.m. the following Friday morning.

Represented members in Non-Fire Suppression assignments may request to work "Alternative Work Schedules" as provide for in Human Resources Policy 912.

III. Fire Investigator Rest and Recovery Period – It is the purpose and intent to provide guidelines to Fire Investigators and their supervisors to ensure that Fire Investigators receive an adequate rest period before work shifts in order to perform their work duties in a safe and efficient manner. This section is a "work in progress" and this section may be modified at any time by the City upon written notice from the City to IAFF as part of a meet and confer process. It is the intent of the City and IAFF to allow Fire Investigators to have seven (7) total consecutive hours for rest and recovery prior to returning to work.

IV. If a Fire Investigator has worked their normal shift (10 hours) in any given 24-hour shift period and is called back to work before the start of their next normal shift and works no less than four (4) consecutive hours after midnight; or if a Fire Investigator is called into work outside of their normal work shift, and as part of that working period, the Fire Investigator does not have at least seven (7) consecutive hours of rest (midnight to 0700) prior to the beginning of their normal work shift then the Fire Investigator has the option to take up to seven (7) consecutive hours off for rest. The City will provide administrative leave, hour-for-hour up to a maximum of four (4) hours, for rest period hours that extend into the employee's normal work shift. The employee may take leave for the remaining rest period hours that also extend into the employee's normal work shift hours. This proposal does not allow a Fire Investigator to voluntarily leave an active fire investigation scene for rest without supervisor approval or to miss a court appearance.

The aforementioned seven consecutive hours the Fire Investigator may take will begin when the Fire Investigator has completed their investigation for the evening and has transmitted their overtime report via email to their supervisor prior to leaving, as is the practice. The employee shall also inform their supervisor of the rest and recovery time they will be taking off. Section III applies only to the following work periods: starting at 12:00 am on the first regularly scheduled day of work and ending at 5:00 pm on the last regularly scheduled day of work. For example, if an employee works four (ten

hour) days Monday through Thursday, then the employee would be eligible for rest and recovery time for hours worked starting Monday at 12:00 am and would not be eligible after Thursday at 5:00 pm. Thus, if the employee is called back any time between Thursday at 5:00 pm and Sunday 11:59, they would not get rest and recovery time. Section III does not apply to hard holidays, which the employee has off, starting at 12:00 am of the hard holiday and ending 24 hours later.

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. "Time worked" 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.

4. "Active service" includes 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 assigned to Fire Suppression 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 Supp. Accrual Bi-Week	Hrs. of Supp. Accrual Yearly	Hrs. of Non-Supp. Accrual Bi-Weekly	Hrs. Non-Supp. 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. 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.

3. Employees who are reassigned from shift to days or days to shift shall have their vacation bank and accrual rate adjusted 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.

B. 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, and in addition, he or she shall be granted vacation leave based upon the length of his/her active service during the year in which the separation occurs and computed on the basis set forth in Section (A). Payment shall be made hour for hour with any portion of an hour being considered a full hour.

C. 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.

Vacation Leave Sell Back

All members of represented classifications who have completed at least four years of service shall have the option of selling one week (56 hours for employees assigned to Fire Suppression and 40 hours for employees assigned to other divisions) of accrued vacation leave back to the City annually. In order to cash out leave, employees must make an irrevocable election in writing, on a form provided by the City by December 1 of the calendar year prior to the year that the cash out will take place.. The cash out may only be made from leave accrued in the calendar year of the cash out and may not be made until the hours have been accrued in the Calendar year and only if still unused at the time of the cash out.. .The accumulated vacation leave balance will be reduced accordingly. Prior year accruals are not eligible for cash out.

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: in the event an employee sustains an industrial injury or illness that requires an absence beyond the one year of paid leave afforded by Labor Code 4850 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. If this exemption is granted and the employee fails

to return to full duty for any reason other than the disabling condition, they may be required to pay back to the City all salary and benefits provided and accrued during the exemption period if it is determined that the employee is intentionally attempting to defer their retirement beyond the one year of paid leave afforded by Labor Code Section 4850. 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 his or her retirement beyond the one year of paid leave afforded by Labor Code 4850.

B. Members of represented classifications assigned to the Fire Suppression Division will accumulate sick leave at the rate of 5.15 working hours for each biweekly pay period of service.

C. Members of represented classifications assigned to divisions other than Fire Suppression will accumulate sick leave at the rate of 3.68 working hours for each biweekly pay period of service (96 hours annually).

D. 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.

E. Sick Leave Reimbursement

(1) Employees shall have the option of converting 50% 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 and the calendar year will beconsidered to start and end with the first pay period commencing in January of each 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 current calendar year will be made during the final paycheck of the calendar year of each year. Pay will be computed based on the employee's base salary rate on December 1 of the calendar year.

(4) Elections for annual cash out must be made by December 1 of the prior calendar year.

(5) 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) and (6) below.

(6) Permanent employees who retire during the fiscal year may be compensated in a prorated manner under this plan based on their formal retirement date. Prorated payment may also be made under this plan to an employee who terminates during the fiscal year.

(7) 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.

F. 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.

G. 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.

H. The City and Local 2180 agree that Sick Leave is a benefit and not a right.

I. 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.

J. An employee, who has given birth, or at termination of their pregnancy, and is out on leave, may elect to either be on a 40-hour schedule or 56-hour schedule while out on said leave. The employee shall notify their Supervisor of their decision as to which work schedule will be used during their leave, the pay period prior to being out on leave or, if unable to do so because of unexpected medical reasons, as soon as possible. Any change in schedule shall be effectuated to begin in a complete pay period. There shall be no changes during portions of pay periods. In the absence of an employee election, the employee shall be on a 56 hours schedule.

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 to the Fire Suppression Division will receive one hundred forty (140) hours holiday pay at straight time (10 hours for each of the 14 holidays described below) each fiscal year.

Holiday pay shall consist of approximately 5.3846 hours per pay period for each employee in the bargaining unit. Pro-rated adjustments will be made for employees of represented classifications entering or leaving the Fire Suppression Division of the Department.

B. Employees assigned to divisions other than Fire Suppression shall accrue 8 hours of holiday time for each of three (3) floating holidays and 10 hours of holiday time for each of eleven (11) hard holidays, only if they work a 4-10 workweek (four ten-hour days). If said employees work a 5-8 work week (five eight-hour days), they shall accrue 8 hours of holiday time for each of the eleven (11) hard holidays. Compensation will be administered as designated in the Civil Service Rules, Chapter 2.00, Section 2.01 (D). (Hard holidays are: 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; floating holidays are: Lincoln's Birthday, Washington's Birthday, and Admission Day.

II. Unscheduled Holidays

Members of the Fire Department from Firefighter through the rank of Fire Battalion Chief shall work unscheduled holidays (i.e., special holidays declared by the President or Governor) at their regular hourly rate of pay. If employees have that day off, they will not receive extra compensation for the unscheduled holiday.

III. Light Duty Days

The City agrees to designate all hard holidays as 'light duty days' for suppression personnel. No mandatory training or meetings will be scheduled or conducted on designated light duty days. Voluntary training or meetings are permissible.

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. If jury service and travel time from court to work is less than five hours (7 hours for person on a 4/10 plan) in a work day, the employee is expected to return to work unless a justification for not returning to work is provided and approved, or pre-authorized leave is approved.\

D. 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.

E. 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.

F. 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.

G. Absence due to jury duty will be submitted on the City leave form.

H. 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, superior, or municipal court located within San Diego County.

Court leave shall be limited to:

A. Required attendance before federal, superior, municipal, and justice 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/UNION LEAVE BANK

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 IAFF 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. IAFF shall provide reasonable notice of its request for Release Time, with IAFF 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 IAFF representatives will be permitted; generally up to six (6) IAFF members constituting IAFF's "negotiating team" on a successor MOU (to the MOU that is set to expire on June 30, 2017) and up to two (2) IAFF members in other circumstances will be considered a "reasonable number." The number of designated IAFF representatives may be increased by mutual Agreement by the City and IAFF. 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 IAFF preparation) if a meeting under this Section is expected to last more than four (4) hours. IAFF 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 IAFF 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. IAFF 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 IAFF 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.

V. [Union Leave Bank] IAFF shall be provided a union leave bank as follows:

A. IAFF Local 2180 President, Executive Board Members (eight members), and Negotiating Team Members (up to three Individuals (not counting the President and Executive Board Members)) may use the Union Leave Bank as set forth in this Article.
B. A Union Leave Bank consisting of up to 1,000 hours per calendar year (funded by 1,500 hours of Sick leave as set forth Paragraph D) will be established by the City to be used by the IAFF members identified in Paragraph A.

C. The Union shall communicate to the Director of Human Resources 30 days in advance the number of hours to be removed from all IAFF members leave banks up to two times per fiscal year.

D. The Union Leave Bank shall be funded by reducing IAFF members Sick Leave by the following formula: total hours requested/number of active IAFF members.

E. The Union Leave Bank shall be cost neutral to the City.

F. Unused Union Leave Bank leave shall be considered in the following calendar year for the purposes of determining the maximum amount of sick leave each IAFF member shall be required to contribute for the Union Leave Bank. For example, if 125 hours were unused the prior year, then the formula shall be as follows: (1,000-125)*1.5/number of IAFF members (rounded to the nearest one-tenth of an hour). Union Leave Bank leave may be used only for union related activities (such as training, conferences, and activities set forth in Article 3.07), but may not be used for campaign activities as defined in Government Code section 8314.

G. Use of Union Leave Bank leave must be approved by the IAFF president, who shall forward the approval to the Fire Department. The Fire Department shall maintain a record of Union Leave Bank use. Approval of the requested time off wherein said Union Bank Leave will be used is subject to Fire Department approval via regular channels and timeframes.

H. Use of this union leave bank will count toward maximum number of daily allowable leave vacancies.

I. Backfill will be paid cash and will not have the option of accruing comp time

ARTICLE 3.08 SHIFT EXCHANGE

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

Subject to the Fire Battalion Chiefs 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.

ARTICLE 3.09 CIVIL SERVICE RULES

I. For purpose of this MOU, the Civil Service Rules are incorporated as reference as though set out in full in this article.

II. The City agrees to maintain a current eligibility list for Fire Battalion Chief, Captain, and Fire Engineer. The Fire Department shall, in its sole discretion, determine the manner to keep an

eligibility list current -- either by promulgating a new list or by extending a current list. Should an eligibility list expire, the remedy shall be the expeditious promulgation of a new eligibility list.

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

VI. 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.

VII. 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 ELIGIBILITY

I. Whenever an employee drives a vehicle for City business he or she shall have a valid California Drivers License. In order to ascertain the validity of the employee's licenses, employees must present their drivers 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 drivers 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 drivers license will be considered for a non-driving position, if one is available in the employee's classification. The non-driving assignment will continue for a maximum of six months if there is a reasonable expectation the employee will have a valid California drivers license at the expiration of that time. Extensions to the six-month limit will be considered on a case-by-case basis, however, in no case shall an employee receive more than one non-driving assignment in any three-year period. When no non-driving assignment is available, employees must request a leave of absence without pay for six months or such time as their license is once again valid, whichever is shorter.

In order to assure that non-driving assignments are provided on a fair and equitable basis, the following procedures shall be observed:

A. Each department will determine whether or not it has any non-driving assignments that can be filled by employees who would otherwise have driving assignments.

B. Non-driving assignments will be given on a first come, first served basis. For example, if two employees in a department have non-valid drivers licenses and there is only one non-driving assignment, the first employee who comes forward will be given the non-driving assignment. The other employee may apply for a leave of absence as described above.

II. The following shall also apply:

A. All Fire Department personnel shall possess, at a minimum, at all times a valid and current Class C driver's license.

B. Firefighters may on occasion be required to operate fire apparatus in the course of their duties. In such circumstances, firefighters shall be required to possess the appropriate/minimum license required by DMV while they operate such fire apparatus, which currently is a Class C driver's license with a firefighter endorsement.

C. Fire engineers are required to operate fire apparatus in the course of their duties. As such, fire engineers shall be required to have and maintain at all times a current/valid and appropriate/minimum license required by DMV for the operation of fire apparatus, which currently is a Class C driver's license with a firefighter endorsement.

D. IAFF members shall successfully complete all the required DMV/Vehicle Code steps, including testing and physicals, to obtain the appropriate DMV license for the operation of fire apparatus. The City shall pay for the costs of the aforementioned physicals. Employees with current Firefighter Restricted Class B driver's licenses are not required to downgrade to a Class C driver's license with a firefighter endorsement. However, they may do so voluntarily, but in such circumstances they shall bear the costs of such a voluntary, pre-expiration change, including the cost of required DMV physicals.

E. To operate fire apparatus, IAFF members shall also be required to successfully complete all the Department required training. The Fire Department shall provide the aforementioned training.

F. After successful completion of the required DMV steps to obtain the appropriate license and required DMV and/or Department training, the Department shall immediately and without delay complete an endorsement if required by the DMV to cause the appropriate DMV license for operation of fire apparatus to be issued by DMV.

G. 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.

H. If an IAFF member suffers a license suspension, revocation, or restriction, the Fire Department will place said member in a non-driving position for the first 30 days of the suspension, revocation, or restriction. The 30 day time period may be extended an additional 30 days, if the employee is continuing to address the license suspension, revocation, or restriction at the related underlying venues, including but not limited to, criminal proceeding, civil proceeding, or administrative proceeding. Thereafter, the provisions of Article 4.03, Section I, will apply.

I. Paragraph H will not preclude the City from imposing discipline for suspensions, revocations, or restrictions of more than 30 days, or 60 days if extended, after compliance with Article 4.03, Section I. In addition, Paragraph H will not preclude the City from imposing discipline at any time for the underlying conduct that lead 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 CONSTANT MINIMUM STAFFING LEVELS

The City and IAFF Local 2180 believe that the current staffing model of Constant Minimum Staffing saves the City money.

I. <u>Constant Minimum Staffing (CMS)</u>

A. Definitions:

Constant Minimum Staffing model: The Department provides the minimum number of needed personnel to cover all seat positions staffed by the Department. Vacancies occurring

from the use of vacation, CTO and sick leave will be covered with overtime from those personnel that are off duty.

Supplemental/Over-Staffing model: The Department provides the needed personnel to cover all seat positions staffed by the Department, often called minimum staffing, but also has additional personnel on shift or within a floater pool to cover leave vacancies.

Minimum Staffing model: The Department provides the needed personnel to cover all seat positions staffed by the Department, but does not fill any vacancies. The vacant position will remain unstaffed until the normally assigned employee returns. This model pertains to 40-hour employees only.

B. Suppression Constant Minimum Staffing:

The City agrees to utilize the Constant Minimum Staffing model for staffing all Fire Suppression positions; consistent with the Fire Facility Master Plan. However, the City and IAFF Local 2180 agree that there may be rare instances where Over Staffing will be needed on a temporary basis. In such instances, the City may backfill via Overstaffing or means other than overtime when the Fire Chief and IAFF Local 2180 (or their designees) mutually agree. The Parties shall act in good faith in seeking mutual agreement.

Effective with ratification of this MOU by IAFF Local 2180 and the City Council, the constant minimum staffing for IAFF Local 2180 represented Fire Suppression employees shall consist of: 41 employees per day, consisting of (2) Operational Fire Battalion Chiefs, (12) Captains, (12) Engineers, and (12) Firefighter/Paramedic and (3) Firefighters. The above staffing shall be (1) Captain, (1) Engineer, and (1) Firefighter on Engines; (1) Captain, (1) Engineer, and (2) Firefighters on Trucks; and (1) Captain, (1) Engineer, and (2) Firefighters on USARs. If the City decides to place an additional Firefighter to an Engine due to a grant, it shall raise the constant minimum staffing per day accordingly until the grant is terminated or the City no longer receives funding for staff.

Constant minimum staffing of apparatus shall be (2) Fire Battalion Chiefs at 1.0 , (9) Engines at 3.0, (2) Trucks at 4.0, and (1) USAR at 4.0. The City agrees not to cross-staff any Frontline of Engines, Trucks, or USARs; but may cross staff the following apparatus with an Engine, Truck, or USAR:

- Type III Brush Apparatus
- OES Type I Engine
- OES Type II USAR Trailer
- MCA 103 MCI Truck / Trailer
- Other future non-frontline apparatus (i.e., UTV)

II. Training and Prevention Divisions

A. Current Staffing Levels:

1. Training Division consists of two (2) Fire Captains
2. Prevention Division consists of two (2) Senior Fire Inspector/Investigators, and six (6) Fire Inspector/Investigator I's, II's, or combination thereof.

B. The City shall not layoff IAFF Local 2180 represented employees in the Training and Prevention Divisions if it will reduce the filled staffing levels set forth in paragraph A during the term of the MOU.

C. Paragraph B shall not apply and the City may effectuate layoffs, if the City determines that a Fiscal Emergency exists and the City Council declares a Fiscal Emergency. There is no requirement to backfill vacant positions. If a vacancy occurs, the City shall determine when and how to fill such vacancy.

D. This section (Section II) shall not prevent the City from increasing the current staffing levels in Prevention and Training as set forth in paragraphs A i & ii above. Paragraph B shall not apply to increase staffing levels under this paragraph and such increased staffing levels above those set forth in paragraphs A i & ii above may be reduced at any time and for any reason.

ARTICLE 4.06 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 4.07 SUBSTANCE ABUSE POLICY

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

ARTICLE 4.08 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 4.09 CRIMINAL INVESTIGATION

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

ARTICLE 4.10 RESIDENCY

All employees must maintain their primary residence within 180 miles from the 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 to the City's Civic Center.

ARTICLE 4.11 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 Personnel 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 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 Personnel 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 Department of Industrial Relations 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 FROM MARCH 4, 2025 TO DECEMBER 31, 2027

For the City:

Tanya Tomlinson
Director of Human Resources/Risk Management
City of Chula Vista

For IAFF:

Darrell Roberts
President, Local 2180 IAFF AFL-CIO
Chief Negotiator

Victor Reeves
Vice President, Local 2180 IAFF AFL-CIO

Javier Araiza
Local 2180 IAFF AFL-CIO

Brian Clark
Local 2180 IAFF AFL-CIO

Chris Elwart
Local 2180 IAFF AFL-CIO

Enrique Soto
Local 2180 IAFF AFL-CIO

APPENDIX A – FRALS

A. FRALS PROGRAM

1. The City has established a First Responder Advanced Life Support Program (FRALS) to provide paramedic trained and certified staff ("EMT-P" or "Paramedic") to the Fire Department ("Department"). The FRALS staff consists of:

    - Suppression staff in the Firefighter/Paramedic Classification ("FF/PM")
    - Suppression staff with EMT-P licensure, but not assigned in the Firefighter/Paramedic Classification ("Other Paramedics")
    - Suppression staff with EMT licensure, but not EMT-P ("EMT Compensated")

    The FRALS Program will continue until the City terminates the program as set forth in Section (A)(2) of this Agreement.

2. The City Manager, after consultation with the Fire Chief, and with City Council approval, has the discretion to terminate the FRALS program at any time and for any reason. Should the City Manager decide to eliminate the FRALS program, the City shall provide thirty (30) days written notice to IAFF. If the FRALS program is terminated under this Section, all terms of the FRALS program as set forth herein shall cease immediately. The FRALS program will solely be funded through ALS (Advanced Life Support) transport fees. No General Fund monies will be used to fund the FRALS program.

3. The FRALS program will encompass all staffed first responder companies/units.

4. The Department and IAFF will work collaboratively in the assignment of all Paramedic licensed staff. The Fire Chief shall have final authority to determine which paramedic licensed staff will be assigned to the specific station and company.

5. Upon mutual agreement of the Fire Department and IAFF, the Department will create a FRALS Committee ("Committee") to advise the Fire Chief on matters related to the FRALS. The Committee shall consist of two representatives assigned by the Fire Chief and two representatives assigned by IAFF Local 2180. The Committee's role shall be advisory unless otherwise noted. Nothing in this provision shall be interpreted in any manner that intrudes upon City Management's rights unless otherwise expressly specified herein.

B. SCOPE OF PRACTICE

1. All suppression staff with EMT-P licensure regardless of assignment or classification may be required to perform EMT-P duties when required to render aid or as directed by a commanding officer and up to and including the Fire Chief.

2. Those with EMT-P licensure will be required to have a "down arrow" designation in the Fire Department's staffing system to fill daily staffing at the Firefighter/Paramedic classification when needed.

3. Any employee licensed as an EMT-P, but expressly chooses not to participate in the Department's paramedic program will not be compensated as an EMT-P and will be limited in their scope-of-

practice to provide patient care at the level of an EMT. This paragraph does not include staff in the Firefighter/Paramedic classification.

4. Employees in the Firefighter/Paramedic classification that no longer wish to participate in the department's paramedic program may request to demote as allowed for in the Civil Service Rules. Nothing shall guarantee that the request to demote will be granted.

5. Employees in the Firefighter/Paramedic Classification or Other Paramedics for the Department shall successfully meet all State and San Diego County certification, licensure and accreditation requirements.

C. PARAMEDIC PROGRAM EXPENSES

1. All costs of the FRALS program are solely to be paid from ALS transport fees. Costs are to include, but not limited to, EMT-P licensing, continuing education, paramedic training, supplies, administration, and any other costs directly attributed to the program. No General fund monies are to be used to fund the FRALS program.

2. The Department will pay for all fees associated with Paramedic license, certifications, and accreditation as set forth by local, county, state and federal agencies. Employees must submit the original receipt along with the reimbursement form, and a copy of the corresponding ACLS card, California EMT-P licenses, or San Diego County EMT-P accreditation to the EMS Division.

D. PARAMEDIC PROGRAM SPECIALTY COMPENSATION

1. The FRALS program will encompass all staffed first responder companies/units. At least one member of the company/unit shall be trained to the level of EMT-P (also referred to as "Firefighter Paramedic") and all other members trained to the level of EMT as a minimum. Firefighter Paramedics on the FRALS Company/unit shall carry out duties as defined by the appropriate San Diego County and State of California Emergency Medical Services (EMS) agencies. Notwithstanding the above, the Fire Chief may establish Medical Operations Details with staff as the Department deems appropriate.

2. A Firefighter Paramedic shall be defined as an employee assigned by the department to functionally ride and qualified to carry out the duties in the Firefighter Paramedic position.

3. The Fire Chief will determine if there is a need to have additional suppression ranks certified as EMT-P. These other positions will be considered as "Other Paramedic."

4. In order to be eligible for EMT-P specialty compensation, an employee must:

    a. Possess a valid current State of California EMT-Paramedic license.

    b. Possess a valid current County of San Diego EMT-Paramedic Accreditation card.

    c. Possess a valid current Advanced Cardiac Life Support (ACLS) card.

    d. Possess a valid current CPR card.

    e. Attend a Pediatric Advanced Life Support (PALS) course or equivalent every two years (at a minimum).

f. Successfully pass Department EMT-P skills assessment stations and general protocol /knowledge test.

g. Maintain and provide the Department copies with proof of certification, licensure and accreditation. While the employee is responsible for maintaining certification, licensure, and accreditation, the Department will endeavor to assist employee by providing notices of required certifications, licensure, and accreditation.

h. The Department will designate from which group certification, licensure, accreditation is required. The Department shall make a list of such groups available to employee.

5. Specialty Pay under the FRALS program shall be as follows:

a. [Firefighter Paramedic classification-Specialty Pay] That Firefighters trained as, certified as, and assigned by the Fire Department to perform the duties in the Firefighter Paramedic classification will be compensated by receiving specialty pay in the amount of 15% of their base pay per pay period (hereinafter "FF-Paramedic Specialty Pay"). For example, if the Firefighter is at E-Step ($2515.03 per pay period) and is assigned as a Firefighter Paramedic then his FF-Paramedic Specialty pay would be $377.25 per pay period (2515.03 x .15 = 377.25). This "Paramedic Specialty Pay" shall be included in the Firefighter-Paramedic job classification pay scale.

b. [Paramedic Trained Fire Engineers and Captains-Specialty Pay] Fire Engineers and Captains who are trained as, certified as, and that may be assigned by the Fire Department to perform the duties of a paramedic be compensated by receiving specialty pay in the amount of 7.5% of their base pay per pay period (hereinafter "Paramedic Trained Fire Engineers and Captains Specialty Pay"). The specialty pay would be calculated as described in paragraph 5(a).

c. [Paramedic Trained Battalion Chief - Specialty Pay] Battalion Chiefs who are trained as, certified as, and that may be assigned by the Fire Department to perform the duties of a paramedic be compensated by receiving specialty pay in the amount of 5.0% of their base pay per pay period (hereinafter "Paramedic Trained Fire Battalion Cheif Specialty Pay"). The specialty pay would be calculated as described in paragraph 5(a).

d. [EMT Specialty Pay] That Firefighters, Fire Engineers, Captains and Battalion with current and valid EMT certificates will be compensated by receiving specialty pay in the amount of 1.5% of their base pay per pay period. The aforementioned specialty pay would be calculated as described in paragraph 5(a).

e. [Not Eligible for Specialty Pay] Fire personnel receiving compensation in paragraphs 5(a) - (c) and Prevention Fire Department employees shall not receive the compensation set forth in paragraph 5(e) [EMT Specialty Pay].

E. CONTINUING EDUCATION (CE)

1. Continuing education (CE) is the responsibility of the employee. The Department will provide in-service training as detailed below to meet State of California and San Diego County EMS CE requirements. The Department may in lieu of providing in-service training, approve other CE programs to satisfy CE requirements. In-service training will be the primary means of providing CE and non-in-service-trainings should only be used when in-service training is not available or the

employee is unable to attend in-service training because of deployment related or other excused absences. To be eligible for reimbursement, all non-in-service-training programs must be approved by the Fire Chief before attendance is permitted.

2. The Department will provide a minimum of 24 hours of continuing education requirements annually. This includes department provided training and "on-line" CE services available to on-duty employees to assist in satisfying the requirements set forth by the State of California and County of San Diego.

3. A minimum of one Advanced Cardiac Life Support (ACLS) class will be provided bi-annually by the department.

4. A minimum of one Pediatric Advanced Life Support (PALS) course or equivalent will be provided bi-annually by the department.

5. Employees shall bear full responsibility for obtaining all required continuing education.

F. PARAMEDIC TRAINING SCHOLARSHIP PROGRAM

1. The Department has created a Paramedic Training Scholarship Program to help defray the cost of attendance at a bona fide learning institution that provide the required training to be a State licensed Paramedic ("Paramedic School"). Participation in the scholarship program by IAFF represented suppression members is voluntary. The choice of paramedic school must be approved by the Fire Chief.

2. Annually, the Fire Chief will determine if there is a need to provide a paramedic training scholarship program.

3. The Department may use an application, testing, and/or interview process for those interested in participating ("candidates") in the paramedic training scholarship program.

4. Only those in the rank of Firefighter are eligible for the program.

5. All candidates must be in "good standing" with the Department (including, but not limited to, with no pending discipline matters and satisfactory or above performance evaluations), San Diego County EMS, and California EMSA. Any active or pending certification/licensure action or legal proceedings against an employee as described in Health & Safety Code, Section 1798.200 will disqualify that individual from the scholarship program.

6. A list of eligible candidates may be established when the Department determines there is a need.

7. A candidate must successfully complete all prerequisite requirements for a department approved paramedic school on their own time and expense. This includes completing and submitting all required paramedic training applications and forms and being accepted into the program's next class.

8. Those selected to receive the scholarship are referred to as "Scholarship Recipient" herein.

9. A Scholarship Recipient who does not successfully complete EMT-P training will not be obligated to reimburse the Department for any fees.

10. A Scholarship Recipient who is unsuccessful in completing their paramedic training will not face disciplinary action, unless a violation of an established law, regulation, or City or Department policy has occurred. If such a violation is deemed to have taken place, the Scholarship Recipient, in addition

to any discipline that may be imposed, may be disqualified from further consideration for department-sponsored paramedic training.

11. The Department will offer the following in support of Scholarship Recipient:

    a. The Department will pay all tuition and fees (registration, exams, health, parking pass, fingerprint, etc.) associated with attendance in a paramedic school approved by the Department.

    b. The Department will purchase and provide all required textbooks. Optional textbooks are the responsibility of each Scholarship Recipient. However, the City may, in its discretion, purchase optional textbooks.

    c. The Department will provide early release from duty to Scholarship Recipient who are attending paramedic classes when necessary. Force-hire procedures for staffing will bump down to the next employee during scheduled paramedic training.

    d. Didactic and Clinical Phases: The need for future paramedic classes is determined by the Fire Chief and the minimum didactic hours required by the program will be covered. For clinical time, the minimum hours required by the program will be covered.

    e. Ride-a-Long Hours: The Department will cover the minimum hours of the required time for Ride-a-Long experience (as determined by the selected and approved paramedic training curriculum). All additional nonmandatory Ride-a-Long hours are at the employees' expense. If further hours are mandated by the program/department those mandated hours shall be covered.

    f. Field Internship: The Department will cover the minimum hour requirement of the field internship phase.

12. A Scholarship Recipient shall agree to and abide by the following:

    a. Scholarship Recipients will maintain their EMT-P licensure for four (4) years and participate in the FRAL's program as set forth above (beginning the time they receive California EMT-P licensure).

    b. Scholarship Recipients who voluntarily resign from either City employment, or from the paramedic program before the four (4) year obligation is complete will be obligated to reimburse the City for all tuition costs associated with the Paramedic Training Scholarship Program. The aforementioned Scholarship Recipients may receive credit against the amounts due on a pro-rated basis based on the amount of time completed during the four (4) year obligation.

    c. Extenuating circumstances that prevent a Scholarship Recipient from completing their four (4) year obligation will be considered on a case-by-case-basis. The Fire Chief may on a case-by-case-basis excuse part of or all of the aforementioned required reimbursement based on upon extenuating circumstances.

APPENDIX B – Measure A

1. Staffing:
    a. Suppression
        i. 27 Firefighters – amending current constant minimum staffing (9) engines at the NFPA 1710 Standard of 4.

    b. Public Education and Media Services (PEMS)
        i. 1 Fire Captain assigned as a 40 hour position.

2. SQUAD:
    a. Peak Volume SQUADs
        i. SQUADs are Fire Suppression and 7(k) exemption applies.
        ii. A SQUAD shall be filled with two suppression personnel consisting of one qualified suppression Paramedic and one qualified suppression EMT.
        iii. The SQUAD positions shall be filled via overtime assignment.
        iv. SQUADs will be deployed as determined by the Fire Chief.

    b. 24-Hour SQUADs
        i. SQUADs are Fire Suppression and 7(k) exemption applies.
        ii. A SQUD shall be filled with two suppression personnel consisting of two qualified suppression/Firefighter Paramedics while allowing one position to be filled with one qualified suppression/Firefighter EMT as needed due to available staffing. Available staffing will be determined by the number of FTEs within the Firefighter Paramedic and Firefighter EMT classifications.
        iii. The SQUAD position vacancies shall be filled in the same fashion as an Engine/Truck/US&R Company.
        iv. SQUADs will be staffed and deployed as determined by the Fire Chief.

3. At the end of each fiscal year, the budget will be reviewed for a "true up" of costs of this MOU for both Measure A and General Fund funds. This MOU shall not result in any additional costs to the General Fund nor shall this MOU exceed the budget of appropriated Measure A funds to the Fire Department. Should either happen this MOU shall be reopened and future positions and/or vacancies will not be filled.

4. Staff will be required to take any increased costs associated with this MOU to the COC to review for compliance and City Council for adoption in open session to amend the budget. Should these amendments not be approved by the City Council, staffing may be modified at the discretion of the department and the MOU will be reopened.