

CITY OF NATIONAL CITY



**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

CITY OF NATIONAL CITY
CALIFORNIA

and

NATIONAL CITY
POLICE OFFICERS' ASSOCIATION

AGREEMENT PERIOD

JANUARY 1, 2019 - DECEMBER 31, 2021

**MEMORANDUM OF UNDERSTANDING CONCERNING WAGES AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT BETWEEN THE CITY OF NATIONAL CITY AND THE
NATIONAL CITY POLICE OFFICERS' ASSOCIATION
FOR THE FOLLOWING PERIOD OF TIME:
JANUARY 1, 2019 – DECEMBER 31, 2021**

The representatives of the City Manager of the City of National City, for and on behalf of the City Council of the City of National City, have met and conferred with the representatives of the National City Police Officers' Association, an organization representing employees of the City of National City, in accordance with the provisions of Section 3500 et. Seq., of the Government Code of the State of California, and;

As a result of meeting and conferring in good faith with said Group, agreement has been reached on the following terms and conditions of employment as applied to those employees who are members of and represented by the Association; and the Memorandum of Understanding concerning said agreed terms and conditions of employment has been approved by the City Council of the City of National City on April 2, 2019, by Resolution No. 2019-34.

For the CITY:



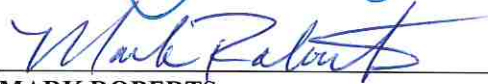
LESLIE DEESE
City Manager



EDWARD L. KREISBERG
Chief Negotiator



ROBERT J. METEAU
Director of Human Resources



MARK ROBERTS
Director of Finance

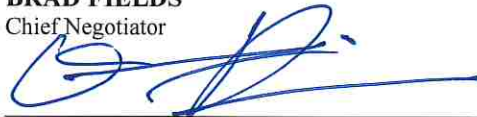


JOSE TELLEZ
Chief of Police

For the NCPOA:



BRAD FIELDS
Chief Negotiator



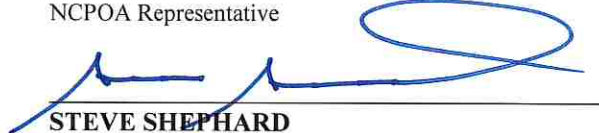
OMAR RAMIREZ
President NCPOA



RYAN STINNETT
NCPOA Representative



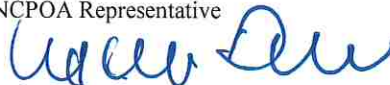
ROBERT ROUNDS
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ARTICLE 1 – RECOGNITION

The City continues to recognize the Association as the formally recognized majority employees' organization for the following full-time employees of the National City Police Department:

(A) **Sworn Positions:**

Police Lieutenant
Police Sergeant
Police Corporal
Police Officer

(B) **Non-Sworn Positions:**

Police Recruit

ARTICLE 2 – VACATION AND HOLIDAY LEAVE/FURLOUGH LEAVE

Section 1 Purpose

The purpose of Vacation and Holiday leave is to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally refreshed. All employees shall be entitled to annual vacation and holiday leave with pay.

Section 2 Accrual Rates

- A. All accrual rates in this section are based on years of service at the City of National City, except Paragraphs B and C, below. Employees covered by this Memorandum of Understanding shall earn vacation and holiday leave as follows:

Date of hire through 5 th year anniversary	7.39 hrs. per pay period of service
1 st pay period after 5 th year anniversary to 15 year anniversary	8.92 hrs. per pay period of service
1 st pay period after 15 year anniversary	10.46 hrs. per pay period of service

- B. Employees hired laterally after June 23, 2014 from another public safety department, who have already completed police academy training, shall immediately accrue vacation and holiday leave with the City based on the total number of pay periods of consecutive employment the employee had with the two public safety departments immediately preceding being hired by the City. For example, a lateral with a total of 10 years of consecutive employment with their current and one prior public safety employer would, upon employment with the City, accrue 8.92 hours of vacation and holiday pay per pay period of service he/she performs for the City.
- C. Lateral employees from another public safety department who had already completed police academy training and were hired by the City of National City before June 23, 2014 were placed in the highest tier for vacation and holiday leave with the City.
- D. It is recognized that the above accrual rates includes eight (8) hours credit for each of the following ten (10) fixed holidays and four (4) floating holidays:

Fixed Holidays	Floating Holidays
New Year's Day – January 1 st	Lincoln's Birthday – February 12
Martin Luther King Day – 3 rd Monday in Jan	Washington Birthday – 3 rd Monday in Feb
Cesar Chavez Day – March 31 st	Columbus Day – 2 nd Monday in October
Memorial Day – Last Monday in May	Veteran's Day
Independence Day – July 4 th	
Labor Day – 1 st Monday in September	
Thanksgiving Day – 4 th Thursday in Nov	
Day After Thanksgiving Day	
Christmas Eve Day – December 24 th	
Christmas Day – December 25 th	

Section 2 Accrual Rates (continued)

It is further recognized that this provision shall not limit any additional future benefits applicable to the above mentioned holidays and that any such future benefits or compensation shall be granted.

Section 3 Maximum Vacation Accumulation

An employee may accumulate vacation and holiday leave to a maximum of three (3) times the annual accrual, and accrual shall stop whenever the employee reaches the maximum.

Section 4 Vacation Schedules

1. Vacation schedules shall be arranged by the Department Head, taking into account the needs of the Department, the needs and wishes of the employees and the employees' seniority.
2. An employee may take earned vacation in any increment of one (1) hour or more with the consent of the Department Head.

Section 5 Terminal Vacation and Holiday Leave Pay

Upon termination of employment for any cause, an employee shall be entitled to pay in lieu for the number of accumulated vacation and holiday leave credited to the employee's account under the provisions of this section. All leave available upon completion of an employee's last day of work shall be a lump sum payment termed "terminal vacation and holiday pay".

Section 6 Terminal Vacation and Holiday Leave

In the case of retirement, the employee may elect to place himself/herself on terminal vacation and holiday leave. In such a case, the employee will use all accumulated vacation and holiday time and retire at the end of said period.

Section 7 Holidays Occurring on Normal Work Day

In the event an employee is required to work, as determined by the Chief of Police or designee, on a fixed holiday listed in Section 2 above, hourly compensation shall be based on the overtime rate.

Section 8 Vacation Sell Back

During the term of this agreement, all employees (except Police Recruits) meeting the eligibility criteria defined below, may convert a minimum of 20 hours and a maximum of 80 hours of their accumulated vacation and holiday leave time to pay. The City shall attempt to process these requests prior to the Thanksgiving holiday.

In order to convert accrued vacation hours:

- a. Employees must use a minimum of 40 vacation hours during the eligibility period.
- b. Employees must submit a written request to the Human Resources Department to convert vacation hours to pay on or before November 1 of each year.
- c. The eligibility period is defined as the first pay period in November to the last pay period in October.

Section 9 Furlough Bank

Current furlough bank hours shall remain in each employee's account until used by the employee as time off from work with pay. Requests to use furlough hours shall be made and may be approved consistent with present vacation policies. Furlough bank hours have no cash value and if not used prior to separation shall be extinguished.

ARTICLE 3 – LEAVE ELIGIBILITY AND PROCEDURE

Section 1 Leave Categories

Consistent with the provisions of this MOU, employees shall be entitled to annual vacation and shall be allowed sick, injury, emergency and special leaves of absence. Administrative leave will be treated the same as time actually worked for purposes of leave requests, benefits and pay.

Section 2 Requests for Leave

All requests for leaves of absence, whether with or without pay, shall be submitted in writing on prescribed forms, and, except as provided in the case of Administrative Leave, Court Leave and Special Meetings, must meet the approval of the Department Head.

Section 3 Leave Approval

Except in the case of sick, emergency or military leave, the time during which any leave of absence shall be taken by an employee shall be designated by the Department Head.

Section 4 Leave of Absence – Commencement and Termination

Each leave of absence shall be granted for a specific period of time and a specific cause, and if such cause shall cease to exist prior to the expiration of the period for which the leave is granted, such leave shall thereafter be invalid.

Section 5 Leave of Absence - Failure to Report

Leaves of absence shall be indicated on the payroll time sheets submitted to the Director of Finance for checking and certification. Failure of an employee to report at the expiration of leave shall separate the employee from City service and shall be considered, in effect, a resignation; provided, however, the Department Head may in his/her discretion cancel such separation if circumstances warrant such cancellation.

ARTICLE 4 – MILITARY LEAVE

In addition to the leaves of absence provided in this Article, City employees who are also members of the armed services or militia or organized reserves of this State or Nation, shall be entitled to the leaves of absence and the employment rights and privileges provided by the Military and Veterans' Code of the State of California.

1. The term "military service" as used herein shall signify service on active duty with any branch of service above mentioned, as well as training or education under the supervision of the United States preliminary to induction into the military service.
2. The terms "active service" or "active duty" shall include the period during which such employee while in military service is absent from duty on account of sickness, wounds, leave or other lawful cause.
3. No employee serving under a permanent appointment in the Classified Service shall be subjected by any person directly or indirectly by reason of his absence on military leave to any loss or diminution of accrued vacation, holiday, insurance, pension, retirement or other privilege or benefit now offered or conferred by law, or be prejudiced by reason of such leave with reference to promotion, continuance in office or employment, re-appointment of re-employment.
4. When military leave is granted to an employee in the Classified Service pursuant to this section, the position held by such employee shall be filled temporarily only during the employees absence, except in the event of the employee's death while on leave, and said employee shall be entitled to be restored to such position, or to a position of like seniority, status and pay, upon return from such leave, provided the employee is still mentally and physically qualified to perform the duties of such position, and provided said employee makes application for re-employment within 90 days after being relieved from such military service.
5. During absence on military leave, any employee in the Classified Service who has been employed continuously by the City for a period of not less than one (1) year prior to the date upon which such absence begins, shall receive his regular salary and benefits for a period not to exceed normal hours worked in 30 calendar days (or 180 hours maximum) in any one fiscal year. All services of said employee in the recognized military service shall be counted as employment with the City.

ARTICLE 5 – COURT LEAVE

An employee who is required by court order to serve as a juror or as a witness who is not a party to a court action, or an employee required to attend or testify at court in a lawsuit against the City in which the employee is a named defendant, shall be granted leave for such purpose upon presentation of proof of the period of said employee's required attendance to the Police Chief/designee. The employee shall receive full pay for the time the employee serves on court duty, provided the money received as a juror or witness is deposited with the Finance Department for credit to the proper fund. Request for such leave shall be made upon leave of absence forms, and the normal work schedule of an employee on court leave may be adjusted to accommodate the needs of the department and the employee's particular circumstances.

If the employee makes a court appearance during the morning session and at least part of the afternoon session, after he/she has just completed working a graveyard shift, and if the employee is scheduled to work the next succeeding night shift, the employee shall either:

1. Take the succeeding scheduled graveyard shift off with paid compensation at straight time for the succeeding shift; or
2. With the approval of the on-duty watch commander or shift supervisor, work the succeeding scheduled graveyard shift and receive time and one-half paid compensation for the actual court appearance time.

ARTICLE 6 – SICK LEAVE WITH PAY

The intent of this Article is to provide a continuity of full salary to those employees who are unable, because of illness or injury, to perform the duties of their position or who would expose fellow workers or the public to contagious disease and are thereby forced to be absent from employment and to provide necessary time off from work for medical and dental care subject to administrative regulations designed to prevent malingering or abuse of these privileges.

Section 1 Sick Leave Defined

Sick leave is the necessary absence from duty of an employee and may be approved for:

1. Diagnosis, care, or treatment of the employee's existing health condition or preventive medical or dental care for an employee.
2. The incapacity of the employee while on a scheduled vacation as defined in Section 7 of this Article.
3. Bereavement.

Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, child, spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent.

In addition, an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

1. To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
2. To seek medical attention for inquiries caused by domestic violence, sexual assault, or stalking;
3. To obtain services from a domestic violence shelter, program, or rape crisis center;
4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Section 2 Sick Leave Accumulation

1. Each full-time permanent or probationary employee covered by this Memorandum of Understanding shall be entitled to accumulate sick leave at a rate of 3.69 hours per biweekly pay period if he/she has been on paid status at least half the regularly scheduled work days in that month.
2. Unused sick leave shall be accumulative in an unlimited amount.

Section 3 Limitation on Time Chargeable to Sick Leave

- A. No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes:
 - 1. Sickness or injury purposely self-inflicted.
 - 2. Sickness or injury caused by willful misconduct.
 - 3. No paid sick leave shall be granted in excess of the employee's sick leave credit or on an employee's regularly scheduled day off.
- B. Absence that is chargeable to sick leave in accordance with this article shall be charged in an amount not smaller than one (1) hour for the first hour of absence and thereafter, in increments of not less than fifteen (15) minutes.

Section 4 Notification

- A. In order to receive compensation while on sick leave, the employee shall notify:
 - 1. The immediate supervisor; or
 - 2. The Department Head; or
 - 3. In the event of the unavailability of either, the senior department representative available.
- B. Notification shall be made prior to or not later than the beginning of the work day in the employee's respective department.
- C. The Department Head may waive the above requirements if, in his/her opinion, an emergency or other exceptional circumstances so warrants.

Section 5 Physician's Statement Required

- A. When absence is for more than three (3) consecutive working days, the department head shall require the employee to furnish, at the employee's expense, a certificate or statement from a licensed and practicing physician, indicating the nature and duration of the employee's incapacity or, if the employee was not examined by a physician, other adequate evidence. Based upon circumstances of the particular case and review of previous sick leave usage, the department head may require evidence of incapacity in cases of shorter periods of absence.
- B. The employee shall not be called at home/hospital while on sick leave for the purpose of pressuring the employee to return to work while still ill or to pressure the employee to perform duties at home/hospital. This section does not limit the right of a supervisor to contact an employee in order to obtain needed information about the status of his/her health and expected date of return to work or for a work related emergency which requires consultation with the employee when other means to rectify the emergency have been exhausted.

Section 6 Separation from City Service

All accumulated sick leave shall be canceled upon separation of the employee from the City service, except as set forth in subsection 8 (“Sick Leave Payment Upon Retirement”). However, if separation is due to lay-off, the employee’s accumulated sick leave, up to a maximum of 240 hours shall be restored to him if the employee is re-employed within 24 months.

Section 7 Illness during Vacation Leave

An employee who becomes incapacitated for work due to the employees' illness or injury while on paid vacation shall have the option of substituting sick leave credit for vacation provided the employees' request for sick leave substitution is accompanied by a doctor’s statement or other evidence satisfactory to the Department Head or his designee.

Section 8 Sick Leave Payment upon Retirement

An employee hired on or before June 30, 1979 shall upon formal retirement from the City under the Public Employees' Retirement System be paid for each day of unused sick leave or fraction thereof which has accrued to his credit up to and including his last day of work but not to exceed 45 days or 360 hours. An employee hired on or after July 1, 1979 shall not be entitled to sick leave payoff upon retirement.

Section 9 Evidence of Cause of Absence

In all cases of absence due to sickness or injury of the employee or illness, injury or death in the employee's immediate family, the employee may be required to furnish the Department Head evidence substantiating the request for such leave. Failure to furnish such evidence upon request shall be sufficient reason to deny the leave of absence with pay.

Section 10 Sick Leave Incentive Pay

1. Employees using 40 or fewer hours of sick leave during the fiscal year may convert 50% of their remaining accrued sick leave up to a maximum of 50% of an employee’s annual rate of accrual (i.e. 50% of 96 hours). Sick leave not converted to pay shall be carried over and accumulated for use when needed. For purposes of this section, sick leave used in relation to a death in the immediate family as provided in Article 9, shall not be counted against the forty (40) or fewer hour eligibility limit on sick leave usage.
2. Pay shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

Remaining Sick Leave at End of Fiscal Year	Pay Incentive (50%)
96 hours	48 hours
88 hours	44 hours
80 hours	40 hours
72 hours	36 hours
64 hours	32 hours
56 hours or less	0 hours

(*EXAMPLE:* Employee has 93 hours remaining yearly sick leave; therefore, 93 hours x .5 = 46.5 hours = 47 hours of pay)

Section 10 Sick Leave Incentive Pay (continued)

3. Payment will be made during the month of August each year. Pay will be computed based on the employee's salary step on June 30 of the preceding fiscal year.
4. Payment will be made to an employee hired during the fiscal year on a prorated basis provided he/she is on payroll June 30.
5. Employees who separate during the fiscal year will be compensated on a prorated basis subject to their formal separation date.

ARTICLE 7 – SPECIAL LEAVE WITH PAY

Section 1 Intent

The intent of this Article is to allow the limited use of sick leave credits by an employee who is confronted with emergency illness, injury or death in said employee's immediate family as defined in Article 35 of this MOU with regard to family care. Consistent with provisions of this MOU, an employee who is eligible for sick leave with pay as defined in Article 8 of this MOU, shall be granted special emergency leave with pay by the Department Head to be charged against the employee's sick leave accumulation.

Section 2 Special Leave Defined

Special leave is defined as anything that cannot be anticipated or planned necessitating absence from duty of an employee because of emergency, illness or injury of a member of the immediate family requiring the attendance of an employee upon said immediate family member as defined in Article 35 of this MOU until professional or other attendance can be obtained, or the absence from duty of an employee to discharge the customary obligations arising from a death of a member of the employee's immediate family, as defined in Article 35 of this MOU.

Section 3 Limitation

Special leave with pay granted pursuant to this Article shall be limited to a maximum of 60 hours annually.

Special leave with pay must be approved by the Department Head or his designee consistent with the provisions of this Article.

ARTICLE 8 – THE COMPENSATION PLAN

Section 1 **Salary Advancement**

The Compensation Plan has the following characteristics:

1. The salary range for all classifications, except Police Corporal, consists of five (5) steps (A through E). The salary for Police Corporal is a flat amount approximately five percent (5%) higher than "E" step for Police Officer.
2. The increase from one step to the next step on each salary range is as indicated in the salary schedule for Police Department employees.

The success of the Compensation Plan depends upon incentives which will encourage employees to put forth increasing efforts as they advance through the salary steps of the salary range. Salary advancement for each employee shall be granted only upon a satisfactory evaluation ("standard" or above) and a recommendation to the City Manager by the department head. The step increase must then be approved by the City Manager or his designee.

If an employee is denied his/her salary step advancement due to failure of the department head or other administrators to follow applicable Civil Service or Personnel Rules, he/she may appeal said denial through the established Grievance Procedure.

Section 2 **Salary Steps**

The steps of the salary range shall be interpreted and applied as follows. The second, third, fourth and fifth salary steps are incentive adjustments to encourage an employee to continue to improve his work:

1. The first salary step (Step "A"), is the minimum rate and will normally be the hiring rate. Appointment may be made to other than normal entering salary step upon the recommendation of the department head and upon the approval of the City Manager, when it is decided that such action is in the best interests of the City.
2. The second salary step (Step "B"), twelve (12) months of satisfactory service at Step "A" shall make an employee eligible consistent with Section 1 for consideration for this salary advancement.

Employees hired prior to July 1, 1981 require six (6) months of satisfactory service to become eligible for consideration for this salary advancement.

3. The third salary step (Step "C"), twelve (12) months of satisfactory service at the Step "B" shall make an employee eligible consistent with Section 1 for this salary advancement.

Employees hired prior to July 1, 1981 require six (6) months of satisfactory service to become eligible for consideration for this salary advancement.

Section 2 Salary Steps (continued)

4. The fourth salary step (Step "D"), twelve (12) months of satisfactory service at Step "C" shall make an employee eligible consistent with Section 1 for this salary advancement.

Employees hired prior to July 1, 1981 require six (6) months of satisfactory service to become eligible for consideration for this salary advancement.

5. The fifth salary step (Step "E"), twelve (12) months of satisfactory service at Step "D" shall make an employee eligible consistent with Section 1 for this salary advancement.

All rates shown and conditions set forth herein, are in full payment for services rendered and are intended to cover full payment for the number of hours now regularly worked in each class. Each promotion shall carry with it an annual salary increase during the first year equal to approximately five percent (5%).

The provisions of this Article are based upon the salary schedule adopted by the City Council.

ARTICLE 9 – PAY DIFFERENTIAL

Section 1

Those employees classified as Police Officer, Police Corporal or Police Sergeant and assigned Police Service Dog Handler duty on a permanent basis shall receive a specialty pay differential of 4% of base salary per month for the duration of said assignment.

Section 2

Those employees classified as Police Officer, Police Corporal or Sergeant and assigned motorcycle duty on a permanent basis shall receive a specialty pay differential of 4% of base salary per month for the duration of said assignment.

Section 3

Effective January 1, 2016, those employees who, upon recommendation of the Chief of Police and the approval of the Administrative Services Director, and successful completion of a Bilingual Performance Evaluation administered by the Human Resources Department, who are regularly required to use their bilingual skills in Spanish, Tagalog or any second language approved by the Chief of Police and the Administrative Services Director, shall receive a pay differential as follows: 3% of monthly base salary for Sergeants and Lieutenants and 4% of monthly base salary for Officers and Corporals.

Section 4

Those employees classified as Police Officer shall receive a specialty pay differential of 3% of their base salary for each shift in which a police officer is assigned a trainee and is required to write an evaluation of the trainee's performance.

Section 5

Those employees permanently assigned to the SWAT Team shall receive a hazardous pay differential of 3% of their base salary, and shall be paid only for the time the employee is assigned to the SWAT Team.

Section 6

Corporals assigned by Command Staff to work a full shift or more as an acting sergeant shall receive an additional 5% of base pay for the hours worked as an acting sergeant. This provision shall not preclude a Corporal being eligible for any greater acting pay benefit that may be provided by Department policy or a City-wide rule, in which case the greater benefit shall apply instead of, but not in addition to, the benefit provided under this provision.

Section 7

Effective January 1, 2016, Officers (except Officers in a training status), Corporals, Sergeants and Lieutenants assigned to work Swing Shift shall receive a shift differential in the amount of 2% of their base salary.

Effective January 1, 2016, Officers (except Officers in a training status) Corporals, Sergeants and Lieutenants assigned to work Graveyard shall receive a shift differential in the amount of 4% of their base salary.

Section 8

Effective the first full pay period following Council approval of a new MOU, the City agrees to pay sworn employees that are residents of National City \$200 per month.

ARTICLE 10 – OVERTIME

1. The smallest unit of time credited as overtime as an extension of shift shall be 6 minutes. The overtime policy issued to clarify how overtime is calculated shall be used by the City to calculate overtime hours.
2. Overtime credit must be for work specifically ordered, requested or approved by the Department Head or a designated representative. All time, (including actual hours worked, sick leave, vacation, etc.) except suspension time shall be considered in the determination and calculation of overtime.
3. Except as provided in Section 5 regarding court time, if an employee is required to return to his/her place of employment after he/she has completed a normal work day, he/she shall receive overtime pay for a minimum of four (4) hours unless such overtime is within three (3) hours of the beginning of the employee's regular work period, in which case the employee shall receive overtime pay for one (1) hour more than the overtime hours worked. Said employee shall have the option of taking compensatory time off in lieu of call back pay.
4. All overtime compensation shall be at time and a half whether it is paid or is credited as compensatory time off.
 - (a) The 14-day FLSA work period shall coincide with the bi-weekly pay period. Though the City is only required to pay FLSA overtime for hours actually worked over eighty-six (86) in a bi-weekly pay period, the City under this MOU agrees to pay overtime for all hours over eighty (80) hours of paid time in a biweekly pay period.
5. Employees on scheduled time off, who are subpoenaed in the line of duty or required by the Department Head or his designee to be present in criminal or juvenile court, or other judicial proceedings shall receive overtime compensation for all time actually spent and required to be at court. Employees shall be guaranteed a minimum of four (4) hours for each separate court appearance unless such overtime is within one (1) hour of the beginning of the employee's regular work period, in which case a one (1) hour minimum will be paid. Said employee shall be reimbursed for the round trip mileage of the shorter of either the mileage between the Police Station and the location to which said employee is subpoenaed, or the actual mileage said employee travels round trip between the employee's home and the location to which said employee is subpoenaed.
 - (a) Overtime shall not be granted to an employee who schedules voluntary leave and then volunteers to work overtime during the scheduled leave.
 - (b) Overtime shall not be granted to an employee who is scheduled to appear in court during his regular shift and requests and is granted leave time. This paragraph shall not apply to an annual scheduled vacation or a person on leave who is unexpectedly ordered to appear in court.
 - (c) Those employees classified as Police Officer, Police Corporal or Police Sergeant and assigned Motorcycle duty on a regular basis shall receive two hours paid at an overtime rate per week (4 hours per pay period) to compensate them for the time outside their regular schedule necessary to clean their assigned motorcycles.

- (d) Those employees classified as Police Officer, Police Corporal or Police Sergeant who are assigned Police Canine duty on a regular basis shall receive three and one-half (3.5) hours paid at an overtime rate per week (7 hours per pay period) to compensate them for the routine care and maintenance of their assigned canine. Care and maintenance includes routine off-duty care and maintenance of the canine (feeding, watering, exercising, grooming, administering any medication), the take home police vehicle and the facilities used to house the canine, including routine daily obedience training for their canine. 3.5 hours represents a good faith estimate of the City and POA of the average time required to perform these duties.

Periodic duties, such as taking the canine to the veterinarian, the purchase of dog food or supplies, more extensive cleaning of the police vehicle, repairs to the police vehicle, repairs to the construction of the facilities used to house the canine, and the time spent with the City's Canine Trainer, are not considered to be routine care and maintenance activities, and are not intended to be compensated by this Section. All such periodic duties shall be performed during the Police Canine Handler's assigned shift. Any need for overtime beyond the 3.5 hours per week and/or outside the scope of routine care and maintenance must be specifically ordered, requested, and approved by the Canine Lieutenant or a designated representative. Requests to repair the police vehicle and the facilities used to house the canine shall be made to the Public Works Department during the Canine Officer's shift.

6. Along with other rights reserved to management, the right of management to make changes in prior practices to more effectively and efficiently carryout the requirements of the Federal Fair Labor Standards Act is recognized subject to the following limitations:
 - (a) No changes shall be inconsistent with the other provisions of this article except as required by law; and
 - (b) The Association shall be notified in writing of such changes and such notification shall be prior to implementation unless this is not feasible due to unforeseen circumstances or legal requirements; and
 - (c) The Association reserves the right to meet and confer on these changes by submittal of a written request within 30 days prior to or after their implementation.
7. The parties understand that unexpected problems may arise in the administration of overtime and leave. At the request of either party to this agreement, a committee composed of representative of the National City Police Officers' Association and the City will meet and discuss overtime and leave issues with the intent to reduce unnecessary overtime and maximize the opportunity to reduce furlough and comp time balances.

8. Change of Schedule

With the understanding that the needs of the department will sometimes require short notice, every effort will be made to notify employees regarding transfers or shift adjustments as far in advance of such changes as is possible. Employees (other than probationary employees) who are subject to transfer or shift adjustment shall be notified no less than 7 calendar days prior to that movement or adjustment. Probationary employees who are subject to transfer or shift adjustment shall be notified no less than forty-eight (48) hours prior to that movement or adjustment. If such notice cannot be made or is not made, and the employee chooses to not waive calendar days notification guideline, the first shift worked on the new schedule shall be compensated at time and a half.

Employees who usually work a 4/10 schedule may be assigned to a 5/8 schedule for training scheduled for a full week or longer. For training of 8 hours or more up to 10 hours, employees shall be credited with ten hours worked even if the length of the training day was scheduled for or lasted fewer than 10 hours. For training of less than a week but more than a day, employees shall be credited for the actual number of hours that the training lasted and may either a) use vacation or comp time for the differences between the length of the training and 10 hours or b) work that amount of time on either the same day or on another day during the same pay period.

9. Department Credit Card

The City shall make a credit card available for department use in paying for reimbursable travel and training costs. Use of the department credit card, including the details of the expenditure and the amount to be charged to that card, must be approved by the Chief of Police or his/her designee, prior to using the credit card.

ARTICLE 11 – COMPENSATORY TIME

Section 1

An employee is entitled to receive 1.5 hours of compensatory time off in lieu of pay for each hour of overtime worked. The maximum compensatory time an employee may bank shall be one hundred-thirty (130) hours.

Section 2

When an employee's employment terminates for any reason, all comp time shall be paid to said employee at the employee's current regular rate (base pay plus applicable incentive and specialty pays computed to an hourly rate) as specified under the Fair Labor Standards Act.

Section 3

An employee may use his comp time to extend his regular vacation period with the approval of the Department Head.

Section 4

Along with other rights reserved to management, the right of management to make changes in prior practices to more effectively and efficiently carryout the requirements of the Federal Fair Labor Standards Act is recognized subject to the following limitations:

- (a) No changes shall be inconsistent with the other provisions of this article except as required by law; and
- (b) The Association shall be notified in writing of such changes and such notification shall be prior to implementation unless this is not feasible due to unforeseen circumstances or legal requirements; and
- (c) The Association reserves the right to meet and confer on these changes by submittal of a written request within 30 days prior to or after their implementation.

Section 5

Employees may cash comp time during employment, as follows:

- (a) Employees will have the opportunity to cash out a total of 120 hours of earned but unused comp time between the following dates: July 1 through March 31, of any fiscal year.

Section 5 (continued)

- (b) An employee can only cash out comp time twice a year, during the above listed time period. Employees must request a cash out of comp time in a memorandum addressed to the Chief of Police.
- (c) The minimum number of hours that an employee can cash out, per request, is 20 hours. The maximum, per request, is 80 hours.
- (d) The Operations Assistant will be tasked with tracking employees' requests to assure employees do not exceed two requests per the listed fiscal year.

ARTICLE 12 – EDUCATION/POST CERTIFICATE INCENTIVE PAY

Safety employees covered by this Memorandum of Understanding are eligible for educational incentive pay upon meeting the requirements indicated below.

LEVEL I \$30.00 per month compensation *	LEVEL II 2% of base monthly salary	LEVEL III 7% of base monthly salary **
AS or AA in related field	Intermediate POST Certificate	Advanced POST Certificate
* Level I benefits are only available to employees already receiving such benefits as of July 1, 2002.		
** Effective the first full pay period in October 2021, increase Advanced POST to 8%.		

General Requirements

1. Completion of the initial Probationary Period with the National City Police Department.
2. Performance Report of at least "Satisfactory" on last two (2) reports.
3. Recommendation from the Chief of Police and the approval of the City Manager or designee.

Tuition Reimbursement

The Educational Expenses Reimbursement Plan is available to employees who wish to improve their work performance through furthering their education. The plan provides reimbursement for up to \$3,500 per fiscal year and is open to all employees who meet the following criteria:

1. Successful completion of probation.
2. A proposed course of instruction is related to the employee's employment with the City, or the course is required for a degree in a closely related field. The Chief of Police or his designee has the final authority on determining whether a course or degree is job related. Request must be submitted in writing on appropriate department form according to established procedures.
3. The reimbursement may be used to cover the costs of tuition, registration and books at a local community or state college or university.
4. The course must be passed with a grade of "C" or better. If taken on a pass/fail basis, employee must pass course(s) taken.
5. The employee must show written documentation of the expenditures being claimed for reimbursement.
6. The Police Chief will be given an annual budget of \$30,000 for purposes of tuition reimbursement pursuant to this Article. Once this budget is fully expended in any one year, no further tuition reimbursement is available for that year. If the Department is about to exhaust its entire \$30,000 fiscal year budget, the Department will reimburse employees within that fiscal year in the same order in which the employees received Department approval for course reimbursement.

ARTICLE 13 – LONGEVITY PAY

For employees hired on or before June 30, 2011, the City shall provide longevity pay as follows:

- (a) After 15 years of continuous and uninterrupted service, in a classification represented by the Association, the sum of \$40.00 per month;
- (b) After 20 years of continuous and uninterrupted service, in a classification represented by the Association, the sum of \$45.00 per month;
- (c) After 25 years of continuous and uninterrupted service, in a classification represented by the Association, the sum of \$50.00 per month, which shall be the maximum payable.

Vacations, sick leave, military leave and absence authorized by the City Council of National City shall not be considered as interruption of service.

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

ARTICLE 14 – CAFETERIA PLAN FOR HEALTH, DENTAL AND INSURANCE PLANS

Section 1 Health Coverage

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group health and dental insurance program. The benefits and limitations of the program are to be designed cooperatively by the Association, the insurance carrier and the City. The Association and the City agree to select and implement health insurance programs that meet the requirements of applicable law.

The City will provide a cafeteria benefit to all employees for use of paying insurance premiums for health, dental and other insurance plans. As of December 31, 2018, the City contributes as follows:

CITY'S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP):

Employee Only	\$457.56/month
Employee +1	\$736.80/month
Employee +2 or more	\$1,029.81/month

CITY'S CONTRIBUTION FOR ALL PLANS OTHER THAN KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP):

Employee Only	\$527.41/month
Employee +1	\$876.54/month
Employee +2 or more	\$1,227.43/month

Effective the first full pay period following City Council adoption of this 2019-2021 MOU, the City will contribute the same amount regardless of what health plan an employee chooses equal to the amounts contributed to the non-high deductible plans. Also, effective the first full pay period following City Council adoption of this 2019-2021 MOU, the City will contribute \$50 per month more than the City would be otherwise obligated to contribute under the cost sharing methodology described in the next paragraph.

Each health plan year (currently February through the following January), the City's new contribution obligation for employee only, employee +1, and employee +2 or more shall be the City's monthly contribution amounts from the prior health plan year plus 50% of any increase in the lowest cost health plan and dental plan.

Section 2 Money in Lieu

An employee may elect to receive an amount equivalent to the City's contribution minus the cost of health coverage for the employee alone, as cash in lieu.

Section 3 Retiree Health Benefit

Employees covered by this MOU must retire from the City of National City and have at least 20 full years of pensionable service credit with National City Police Department to receive \$20/month for each year of service with National City Police Department as the City's contribution towards the retiree's medical insurance premium.

Section 3 Retiree Health Benefit (continued)

This contribution shall continue until reaching age 65. A qualifying retiree may receive these contributions even if not enrolled in a City health plan, so long as the retiree annually provides the City with written proof (e.g. copy of health insurance invoice and payment) that the retiree is using the contributions to pay for health premiums and understand that the retiree is solely responsible for any taxes that might be due as a result of the City's contributions.

ARTICLE 15 – EMPLOYEE LIFE INSURANCE

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group life insurance program. The benefits and limitations of the program are to be designed cooperatively by the Association, insurance carrier and the City. The City will provide \$50,000 Basic Life Accident Insurance coverage for each employee.

Death in the Line of Duty

If an Association represented employee is killed due to an accident or injury occurring in the line of duty, the City shall make a \$5,000 payment to the designated spouse or domestic partner or other designated beneficiary.

ARTICLE 16 – PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

Section 1

Consistent with the Government Code of the State of California, employees are local safety or miscellaneous members of the Public Employees' Retirement System and are entitled to all benefits previously adopted amendments by the Board of Administration of PERS and the City Council.

Section 2 Plan Definitions

The following benefits and definitions apply to the retirement plan benefits:

- (a) **“Classic Employee” Definition:** Classic employees are defined as current employees and future employees who do not qualify as a “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA).
- (b) **“New Member” Definition:** New members are defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA), Government Code Section 7522.04(f).
- (c) **CalPERS Retirement Formula for Public Safety New Members (Police Officer, Police Corporal, Police Sergeant and Police Lieutenant) as Defined Under the Public Employees’ Pension Reform Act of 2013 (PEPRA):** Public safety “new members” as defined by PEPRA who are hired by the City on or after January 1, 2013 shall be entitled to the 2.7% at age 57 retirement formula with highest three (3) year average final compensation as set forth in PEPRA.
- (d) **CalPERS Retirement Formula for Public Safety Classic Employees (Police Officer, Police Corporal, Police Sergeant and Police Lieutenant) Hired on or After March 18, 2010 (current employees and employees who do not qualify as “New Members” under PEPRA):** Current public safety employees or former City of National City employees who were members of CalPERS while employed with the City and had membership with CalPERS prior to January 1, 2013 and who are rehired on or after March 18, 2010 and other employees hired after January 1, 2013 who do not qualify as “new members” under PEPRA shall be entitled to or continue to be entitled to the 3% at age 55 retirement formula with single highest 12-month period for final compensation.
- (e) **CalPERS Retirement Formula for Public Safety Classic Employees Hired Before March 18, 2010:** Public safety employees hired before March 18, 2010 shall continue to be entitled to the 3% at age 50 retirement formula with single highest 12-month period for final compensation.

Each of the above-listed plans shall include the following optional benefits:

- (h) Third Level of 1959 Survivor Benefit (Section 21573)
- (i) Credit for Unused Sick Leave (Section 20965)
- (j) The City will report Employer Paid Member Contributions (EPMC), effective the last pay period in June, 2009, as compensation earnable to PERS under applicable California Government Code and California Code of Regulations provisions.

Section 3 Employee Contributions to Pension

- (a) Effective the first full pay period in January 2019, Classic Employees shall pay 1.0% toward the employer CalPERS rate in addition to the full employee CalPERS contribution percentages of 9.0% for a total contribution of 10.0%. Effective the first full pay period in January 2020, Classic Employees shall pay an additional 1.0% toward the employer CalPERS rate for a total contribution of 11.0%.

- (b) New Members shall pay 50% of the normal share of cost required by PEPRA for the applicable pension formula and benefit.

ARTICLE 17 – MANAGEMENT RIGHTS

Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, the City has and will continue to retain regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect. The rights of the City shall include, but not be limited to the right:

to determine the mission of its constituent departments, commission, boards; set standards of service determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce reasonable dress and grooming standards, determine the methods and means to relieve its employees from duty because of lack of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; approve or disapprove secondary employment held by departmental employees; determine methods of financing; determine style and/or types of City-issued wearing apparel, equipment or technology to be used; determine and/or change the facilities, methods technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operations of the City; to assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for just cause; establish reasonable employee performance standards including, but not limited to quality and quantity standards; and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

In exercising these rights the City shall comply with all applicable provisions of this MOU. The exercise of said rights shall not preclude employees or their representatives from meeting and conferring as required by law with City management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 18 – LONG TERM DISABILITY INSURANCE

The City will provide up to \$30 per month, per employee to provide a Long Term Disability Insurance Plan as selected by the POA.

In the event the cost of providing Long Term Disability Insurance exceeds the established City contribution, the employee must pay the excess amount, and if the cost is less than \$30/month, the City shall provide the cost of insurance only, and the employee will not receive the excess as cash-in-lieu. It is the employee's responsibility to notify the Police Department and Human Resources Department when benefits under the plan are awarded.

ARTICLE 19 – UNIFORM ALLOWANCE

Section 1

The City shall provide \$900 per year to full-time employees in the classifications of Police Lieutenant, Police Officer, Police Recruit, Police Sergeant, and Corporal to be applied towards the purchase and maintenance of prescribed uniforms.

Section 2

In addition to the above the City shall provide each new employee appointed to a position listed above \$450 toward the initial purchase of prescribed uniforms.

Section 3

The City shall provide each sworn employee a flat badge.

ARTICLE 20 – SALARIES

Section 1 Salary Schedule

The City shall provide on a timely basis each year a copy of the official salary schedule developed by the Finance Department.

Section 2 Salary Adjustments

A. Police Officer, Sergeant, Lieutenant

Effective the first full pay period in January 2019, and then again in the first full pay period of April 2020, and October 2021, the City will adjust the salary range for Police Officer by the percent necessary (if any) to move the salary of a top step National City Police Officer to the mid-point of the salary of a top step police officer or deputy sheriff (excluding longevity) in the 2nd and 3rd ranked comparison agencies (including National City among the comparison agencies) in effect, and already approved by the applicable City Council or Board, at the comparison agencies as of the beginning of the City's first full pay period in January 2019 (and the first full pay period in April 2020 and October 2021 for the 2020 and 2021 adjustments). If a National City Police Officer is ranked third, employees shall receive the percent necessary to move the top step salary of a National City Police Officer to the mid-point between that salary and the top step salary (excluding longevity) of the second ranked agency. If a National City Police Officer already is ranked 2nd or higher, employees shall not receive a salary decrease under this paragraph.

Section 3 Salary Adjustments (continued)

For purposes of this subsection, adjustments will be made upon current salaries, comparing top step to top step excluding longevity, in place at the time of the pay period adjustment among the comparison agencies. Subsequent retroactive adjustments are not to be considered nor are salary increases not yet ratified or approved. The agreed upon comparison agencies are (1) Oceanside (using its "Step G" for police officer pay; (2) Escondido (using its "Step 6" police officer pay); (3) Chula Vista; (4) Carlsbad; (5) City of San Diego; (6) National City; (7) El Cajon; (8) Coronado; (9) San Diego County Sheriff's Department; and (10) La Mesa.

The same methodology as set forth in the prior two paragraphs shall be used for separately surveying and adjusting the pay of a National City Sergeant and National City Lieutenant (i.e. survey and survey adjustments as of the City's first full pay period in January 2019, April 2020, and October 2021). If a survey agency in the future no longer has a Lieutenant classification, the parties will promptly meet and confer regarding that agency's elimination of the Lieutenant classification (i.e. whether or not to include the agency, use the second line supervisor, other) with each side retaining all the rights of meet and confer including but not limited to the Association reserving the right to move an impasse on the issue to fact-finding.

B. Police Corporals

The salary for Police Corporals shall be a flat amount approximately five percent (5%) higher than "E" step for Police Officer.

B. Police Corporals (continued)

After 2 years of continuous service as a Police Corporal, the salary shall increase to a flat amount approximately six-and-a-half percent (6.5%) higher than “E” step for Police Officer. After 5 years of continuous service as a Police Corporal, a Police Corporal shall be paid a salary approximately nine percent (9.0%) higher than “E” step for Police Officer.

ARTICLE 21 – ASSOCIATION RIGHTS

Section 1

The City recognizes the right of the Association to govern its internal affairs.

Section 2

Upon the receipt of a written request and authorization from an employee for deduction of Association dues and other related lawful deductions, the City shall withhold such dues and deductions from the salary of the employee and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless the employee files a written statement with the City withdrawing authorization for the continued withholding of the deductions.

Section 3

The Association shall have sole and exclusive use of specific bulletin board space, clearly marked and identified as such, of roughly four feet by eight feet in dimension, located in the hallway area of the Police Department. The Police Chief shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of Association business. Material placed on the bulletin board shall be at the discretion of the Association with the understanding that materials so posted shall only be for legitimate communications with members. Said postings shall not be offensive to good taste, defamatory or involve support or opposition to candidates for political office within the City government. The Police Chief or his designee shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the space provided in an orderly condition and shall promptly remove outdated materials.

Section 4

The employee shall be allowed to designate a representative to assist said employee in:

1. Preparing and presenting grievances;
2. Preparing and processing material for Disciplinary Hearing;
3. Preparing and presenting material for any legitimate Employer-Employee relations matter for which representation is granted pursuant to existing law.

Section 5

Subject to the needs of the department and the approval of the Chief of Police, designated employee representatives shall be allowed reasonable release time from regularly scheduled duties to present grievances and material for Disciplinary Hearing on behalf of the affected employee if said employee requests said assistance and to meet with City management representatives relative to matters of Employer-Employee Relations.

ARTICLE 22 – EMPLOYEE RIGHTS

Each individual employee shall have the following rights which he/she may exercise in accordance with the National City Employer-Employee Relations Resolution and all applicable laws, ordinances, and rules and regulations and this MOU:

1. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, or to refuse to join or participate in the activities of any employee organization.
2. The right to pay dues to such employees organization through regular payroll deduction.
3. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of his/her department head for his membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
4. The right to represent himself/herself individually in his/her employee relations with the City.
5. The right to review his/her personnel file by so requesting in writing to the appropriate City official.
6. The City shall maintain only one official employee personnel file and that file shall be in the custody of the City Personnel Officer. That personnel file shall be the only official source or repository of documents pertaining to the employee's performance, past and present, leave requests, disciplinary records and commendations.

The employee's personnel file will not contain information relating to the employee's background investigation, Civil Service Examination results pertaining to initial hiring or promotional examinations, legal correspondence, workers' compensation records, aside from injury claims or any ongoing or incomplete internal investigations or citizens complaints. These documents shall be maintained in separate files by the Chief of Police or the Personnel Officer. A duplicate official personnel file may be maintained by the Chief of Police for the convenience of the employee and as an administrative aide. The employee's immediate supervisor may maintain files with information that is kept for a maximum of 12 months during ongoing investigation or in preparation for an employee performance appraisal report. However, at such time as the investigation is complete or the performance appraisal has been completed, such material shall then either be placed in the employee's official personnel file or destroyed. In no event shall such material be maintained in any location other than the official file referred to above nor shall materials be placed in the employee's official personnel file without his/her knowledge.

7. Whenever an employee desires to represent himself/herself in consulting with City management during his/her regular hours of work, he/she shall first request from his/her department head permission to take time off to do so. Said request shall be granted unless the needs of the City or Department are such that the employee's services cannot be spared during the particular time requested. In such case the employee shall be permitted to re-schedule his/her appointment with City management.
8. Discipline shall remain in the affected employee's personnel file for five (5) years with the exception of a "Written Notice of Deficiency," which shall remain in the personnel file for two years from the date of issuance. At the end of said period of time, the disciplinary action shall be removed from the employee's file provided that no ensuing similar discipline has been imposed. Consistent with the above provisions, all materials of this nature more than five (5) years old shall be removed from employees' personnel files.

ARTICLE 23 – WORK WEEK/DAY

Section 1

All employees of the National City Police Department covered by this agreement who work four (4) ten (10) hour days per work week, including two (2) 15 minute rest periods, one-half (½) hour lunch break and "roll call" shall be scheduled for three (3) consecutive days off per work week.

Section 2

All employees of the National City Police Department covered by this agreement who work five (5) eight (8) hour days shall have two (2) consecutive days off per week. Said shift shall include two (2) 15 minute rest periods and "roll call" and one-half (½) hour off duty unpaid lunch break.

Section 3

If the rest periods are not utilized the time cannot be accumulated nor will additional compensation be provided.

Section 4

The City agrees to provide an Alternative 4/10 Work Schedule to Police Detectives. Assignment of this schedule will be completed by the Investigations Unit Lieutenant and approved by the Chief of Police, with the requirement that the Investigations Unit have staff available at all times during the Monday through Friday workweek.

Section 5

Employees shall be allowed fifteen (15) minutes at the start of their shift to put on (donning) their safety gear and fifteen (15) minutes at the end of their shift to take off (doffing) their safety gear. Briefing will begin fifteen (15) minutes after the start of a shift and end fifteen (15) minutes before the end of a shift to allow for the donning and doffing of safety gear.

ARTICLE 24 – TRAINING

All sworn Police Department employees should have equal opportunities to attend P.O.S.T. training consistent with the needs of the department.

The City will pay for the actual travel time required for training outside San Diego County. Employees are expected to work with the department to flex their schedules to avoid overtime.

ARTICLE 25 – EMPLOYEE GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose and objectives of this Grievance Procedure of the City of National City are:

- A. To promote improved employer-employee relations by establishing grievance procedures on matters within the scope of a Memorandum of Understanding between the City and a recognized employee association for which appeal or hearing is not provided by other regulations.
- B. To assure fair and equitable treatment of all employees and promote harmonious relations among employees, supervisors and management.
- C. To encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances throughout the several supervisory levels where necessary.
- D. To provide that appeals shall be conducted as informally as possible.
- E. To resolve grievances as quickly as possible and correct, if possible, the cause of grievances, thereby reducing the number of grievances and future similar complaints.

This grievance procedure is applicable to all employees in positions within a bargaining unit represented by an employee association. This procedure does not supersede the grievance or other appeal procedures in the Civil Service Rules of the City.

Section 2 Identification of Participants

For the purpose of this grievance procedure, the following definitions shall apply:

- A. **Association**: The employee organization recognized by the City to represent employees in the grievant's bargaining unit.
- B. **City**: The City of National City.
- C. **City Manager**: The City Manager or his designee.
- D. **Department**: A major organizational unit of the City.
- E. **Department Head or Head of a Department**: The chief executive officer of a department.
- F. **Employee or City Employee**: A member of a bargaining unit either at the time of initiation of the grievance or within seven (7) calendar days prior to initiation of the grievance.
- G. **Employee Representative**: An individual who appears on behalf of the employee.

Section 2 Identification of Participants (continued)

- H. **Grievance**: A complaint of an employee, or a group of employees or the Association on behalf of its membership as a whole, arising out of the application or interpretation of existing provisions of an MOU.
- I. **Immediate Supervisor**: The individual who normally assigns, reviews or directs the work of an employee.
- J. **Management**: (1) Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to the chief executive officer and department heads; (2) Any employee having authority to exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or having the responsibility to direct them or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- K. **Memorandum of Understanding (MOU)**: A written agreement between an employee organization and the City which is a result of the meet and confer process.
- L. **Personnel Officer**: The Personnel Officer or his designee.
- M. **Second Level Supervisor**: The individual to whom an immediate supervisor normally reports.

Section 3 Scope of Grievance Procedure

- A. To be reviewable under this procedure, a grievance must:
 - 1. Concern matters or incidents that have occurred.
 - 2. Results from an act or omission by management which is alleged to be a violation of a specific provision of a current Memorandum of Understanding.
 - 3. Arise out of a specific situation, act or acts complained of as being unfair which result in specified inequity or damage to the employee(s).
- B. A grievance is not reviewable under this procedure if either it is a matter which would require the modification of the MOU or a policy established by the City Council or by law. Also, a grievance is not reviewable under this procedure if it is reviewable under some other administrative or Civil Service procedure such as:
 - 1. Applications for changes in title, job classification or salary;
 - 2. Appeals from formal disciplinary proceedings;
 - 3. Appeals arising out of Civil Service examinations;
 - 4. Appeals from work performance evaluations.

Section 3 Scope of Grievance Procedure (continued)

- C. A complaint may not be considered under this procedure if a grievance has been filed on the same matter under the Civil Service Grievance Procedure (Rule IX).

Section 4 Special Provisions of the Grievance Procedure

- A. **Procedure for Presentation**: In presenting a grievance the employee shall follow the sequence and the procedure outlined in Section 5 of this Procedure.
- B. **Prompt Presentation**: The employee shall discuss the grievance with the immediate supervisor promptly after the act or omission of management causing the grievance.
- C. **Submittal of Grievance**: The written grievance shall be submitted on a form prescribed by the Personnel Officer for this purpose. At each level, the form must be completed fully, signed by the grievant and hand delivered or sent by U.S. mail to the designated reviewer's office.
- D. **Statement of Grievance**: The grievance must contain a statement of:
 - 1. The specific situation, act or acts complained of as being unfair;
 - 2. The specific provision(s) of the MOU which has been violated;
 - 3. The inequity or damage suffered by the employee;
 - 4. The relief sought;
 - 5. The representative of the grievant (if applicable).
- E. **Employee Representative**: The employee may choose someone to provide representation at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time.
- F. **Handled During Working Hours**: Whenever possible, grievance hearings and meetings with reviewers will be conducted during the regularly scheduled working hours of the parties involved.
- G. **Extension of Time**: The time limit 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.
- H. **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 may be handled by management as a single grievance.

Section 4 Special Provisions of the Grievance Procedure (continued)

- I. **Settlement:** A grievance shall be considered settled and not subject to further consideration or re-filing if *any* of the following conditions exist:
1. The grievant indicates in writing that the grievance is withdrawn.
 2. The specific remedy requested on the grievance form is granted.
 3. The grievant does not submit the grievance to the next higher level of review with the normal time limits or extended time limits obtained in writing by mutual agreement.
- J. **Rejection:** A grievance may be rejected for consideration at any time during the grievance review process for any of the following reasons:
1. The grievant does not meet the definition of "employee" indicated in Section 2.
- K. **Representation:** The grievant may elect to be represented by the Association or any other person or to represent himself/herself. If the grievant elects to not be represented by the Association, the Association shall be given a copy of the grievance and its resolution.
- L. **Deletion of Step(s):** By mutual written consent of the department head and the grievant, any one or more of the first three (3) steps of the procedure may be omitted in consideration of a specific grievance when it is felt that this is in the best interests of an equitable and expeditious resolution of the grievance.
- M. **Reprisals:** The grievance procedure is considered an integral part of the employee-employer relations policy of the City. As such, it is intended to assure a grievant and his/her representative the right to present the grievance without fear of disciplinary action or reprisal of any kind by his/her supervisor or other agents of the City provided he/she observes the provisions of the grievance procedure.

Section 5 Grievance Procedure Steps

The following procedure shall be followed by an employee submitting a grievance:

- Step I** **Immediate Supervisor:** The employee shall discuss the grievance with the immediate supervisor within 20 calendar days of the alleged act or omission of management causing the grievance. Within seven (7) calendar days the supervisor shall give a decision to the employee verbally.
- Step II** **Second-Level Supervisor:** 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 time limit above, the employee may within seven (7) calendar days present the grievance in writing to his/her supervisor who shall endorse his/her comments thereon and present it to his/her second level supervisor within seven (7) calendar days. The second-level supervisor shall hear the grievance and give a written decision to the employee within fourteen (14) calendar days after receiving the grievance.

Section 5 **Grievance Procedure Steps (continued)**

Step III Department Head: If the employee and second level supervisor cannot reach an agreement as to a solution of the grievance or the employee has not received a written decision within the time limit, the employee may within seven (7) calendar days present the grievance in writing to the department head. The department head shall hear the grievance and give a written decision to the employee within fourteen (14) calendar days.

Step IV Non-Binding Arbitration:

- (a) **Grievance to Personnel Officer:** If the grievant and the department head cannot reach an agreement as to a solution of the grievance or the employee has not receive a written decision within the time limit, the grievant may within fourteen (14) calendar days present the grievance in writing to the Personnel Officer.
- (b) **Selection of Arbitrator:** Within seven (7) calendar days of receiving the grievance at this level, the Human Resources Director shall request a list of five (5) arbitrators from California State Mediation and Conciliation Services with experience in public sector employment. The grievant and City shall alternatively strike names from the list until one name remains, which person shall serve as the arbitrator. The parties shall flip a coin to determine who shall strike first, with the “winner” of the coin toss striking second and the “loser” of the coin toss striking first. The parties shall share equally the cost of the arbitrator. If the arbitrator requires a transcript, a court reporter shall be utilized, the cost of which shall be shared by the parties. Alternatively, the parties may mutually agree to utilize a court reporter, in which case the cost shall also be shared equally. In the absence of a court reporter, and with the agreement of the arbitrator, the hearing may be tape recorded.
- (c) **Arbitration Hearing:** The arbitration hearing shall be private, unless the grievant requests that the hearing be public. Each side shall have the opportunity to present witnesses and evidence. The arbitrator shall rule on the admissibility of evidence, and strict legal rules of evidence shall not apply.
- (d) **Arbitration Decision:** The arbitrator shall submit a written decision to the City Manager with a copy to the grievant that shall make findings of fact and make a recommendation on what remedy or remedies, if any, the arbitrator concludes appropriate. Any remedy in favor of the grievant requires a finding that the grievant satisfied the requirements of the grievance procedure, and be supported by a preponderance of the evidence and be consistent with the applicable MOU.
- (e) **City Manager's Response:** The City Manager shall provide written response to both parties on the resolution of the grievance. If the City Manager disagrees with any recommendation of the arbitrator, his written response shall indicate strong and compelling reason(s) for that disagreement. Basis for disagreement may be any one or more of the following:
 - 1. The arbitrator substantially deviated from the hearing procedures.
 - 2. The recommendation is in excess of the remedy sought on the initial grievance submittal.
 - 3. The recommendation is inconsistent with the MOU.

Section 5 Grievance Procedure Steps (continued)

4. The recommendation is inconsistent with the facts as stated in the grievance form and/or the written information provided by the arbitrator.

The decision of the City Manager shall be final and not subject to further appeal except for such appeals to the Courts and State or Federal compliance agencies as provided by law.

Section 6 Interpretation and Application

The Personnel Officer is responsible for the interpretation and application of this grievance procedure. In the event of disagreement with the Personnel Officer's actions or interpretations, the final authority will be the City Manager. The City Manager's determinations on the application and interpretation of the grievance procedure are final and not subject to further appeal or grievance.

ARTICLE 26 – CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS

The provisions of this Memorandum of Understanding shall not be revised to adversely affect the employees covered by this Memorandum of Understanding during the term of this Memorandum of Understanding.

Any written policies and procedures or past practices regarding wages hours and working conditions subject to meeting and conferring which are currently in existence and not changed by this MOU, shall not be revised to adversely affect the employees covered by this MOU during the term of the MOU without prior meeting and conferring in good faith with the Association.

ARTICLE 27 – AGREEMENT, MODIFICATION, WAIVER

- A. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all parties and approved by the City Council.
- B. The waiver of any breach, term or condition of this memorandum by either party shall not constitute a precedent in the future enforcements of all of its terms and provisions.

ARTICLE 28 – OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum and during the period of time said Memorandum is pending before the City Council for action, neither the employee organization nor management, nor their authorized representatives, will appear before the City Council or meet individually or privately with said members of the City Council, to advocate any amendment, deletion or addition to the terms and conditions of this Memorandum. It is further understood that this article shall not preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this Memorandum in its entirety.

ARTICLE 29 – PROVISIONS OF LAW

This MOU is subject to all future and current applicable federal, or state and local laws and regulations.

If any part or provision of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected, and the Employees' Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This MOU shall supersede all City rules or ordinances which are in conflict with this MOU.

ARTICLE 30 – TERM OF PROVISIONS

This is the entire integrated agreement and it shall be effective January 1, 2019 through December 31, 2021, superseding all conflicting provisions of the previous MOU and past practices.

ARTICLE 31 – EMPLOYEE ASSISTANCE PROGRAM

The City shall provide an Employee Assistance Program (EAP) available to all employees in the bargaining unit. A program description shall be developed by the City with the input of the Association and a request for proposals will be circulated. Final selection of the contractor to provide this service shall be made by the City with the input of the Association.

ARTICLE 32 – USE OF CITY VEHICLES

Section 1

Under normal circumstances, employees, other than probationary employees, with the following assignments shall be allowed to drive an assigned City vehicle between their residence and their work station:

- (A) Motorcycle Officers
- (B) Officers assigned to the canine program
- (C) The Detective Lieutenant
- (D) The Detective Sergeant assigned to Crimes Against Person
- (E) The Detective whose primary assignment is to Homicide Investigation
- (F) Crimes of Violence Investigator
- (G) Crimes of Property Investigator
- (H) Other employees on a temporary basis when it is determined by the Chief to best meet the interests of the department

The primary residence of employees in categories (C) – (G) above must be located in San Diego County to qualify for a take-home vehicle, with the exception of an employee assigned to the DEA Task Force.

Section 2

The City will provide marked take home cars to sworn employees who live in National City and are off probation, except for those POA members who can take home cars under Section 1 above. Should the number of eligible employees exceed the number of marked patrol vehicles available for this purpose, the distribution of the vehicles would be based upon seniority. Officers assigned take home cars under this provision will follow the same rules and guidelines as officers assigned under Section 1 of this agreement. The City maintains the right to rescind this program at any time.

Section 3

Except as specifically provided in this Article, no employees represented by the POA will be allowed to take home cars.

ARTICLE 33 – DEFINITIONS

Unless the particular provision or the context otherwise requires the definitions and provisions contained in this article shall govern the construction, meaning and applications of words and phrases used in this Memorandum of Understanding.

ADVANCEMENT – Shall mean a salary increase within range of compensation provided for each position, which is conditioned upon a given minimum term of meritorious service in the same position and which is made without examination.

ANNIVERSARY DATE – Shall mean the date that the employee completes twelve (12) calendar months of service. Under normal circumstances, when an employee receives a promotion to a new classification, the promotion date will become the new anniversary date for the employee.

APPOINTING AUTHORITY – Shall mean the City Council, the City Manager and any other person or body to whom the power to appoint personnel to positions in the Classified Services may be delegated.

ASSOCIATION – Shall mean the National City Police Officers' Association.

CALENDAR YEAR – Shall mean a twelve (12) month period beginning January 1 and ending December 31.

CLASS – Shall mean a position or group of positions sufficiently similar in respect to duties and responsibilities that the same title may reasonably and fairly be used to designate each position allocated to the class, that the same minimum qualifications may be required, and the same salary range may be made to apply with equity.

CLASSIFIED SERVICE – Shall mean all positions in the competitive service of the City of National City which are subject to the provisions of the Civil Service Ordinance No. 1076 creating the Civil Services System and the Rules of the Civil Service Commission.

COMPENSATION – Shall mean any salary, wage, fee, allowance or other emolument paid to an employee for performing the duties and exercising the responsibilities of a position.

COMPENSATION PLAN – Shall mean the official schedule of pay approved by the City Council assigning one or more rates of pay to each class title.

COMPENSATORY LEAVE – Shall mean time off from work in lieu of monetary payment for overtime worked.

CONTINUOUS SERVICE – Shall mean employment in the City service uninterrupted by separation and applies to the time a person has been employed on a permanent basis or to the continuation of employment from temporary to a permanent appointment, without any break in service.

DEMOTION – Shall mean the appointment of an employee holding position in one class to a position in another class having lower maximum salary rate; movement to a lower step within the same class; or for employees covered by the State Government Code Section 3300-311 (Police Officers' Bill of Rights), loss of special assignment pay.

DEPARTMENT – Shall mean the Police Department.

DEPARTMENT HEAD – Shall mean the Chief of Police or his designee

EMPLOYEE – Shall mean a person who is legally an incumbent of position in the Classified Service or who is on authorized leave of absence from such a position with the right to return to his position.

FISCAL YEAR – Shall mean a twelve (12) month period beginning July 1 and ending June 30.

IMMEDIATE FAMILY – For the purpose of family care under Article 9 of this MOU, shall mean any person who is related by blood, marriage or adoption and shall include children of the employee, children of the employee's spouse, the employee's spouse, domestic partner as well as the employee's parents and grandparents. For purposes of memorial observance, under Article 9 of this MOU, immediate family shall include the individuals listed above for family care and also include the siblings of the employee or the employee's spouse or domestic partner.

INTERIM APPOINTMENT – Shall mean a short term appointment made from an eligible list.

LAY-OFF – Shall mean the involuntary, non-disciplinary separation of an employee from a position resulting from lack of work, lack of funds or abolishment of a position.

LEAVE – Shall mean an approved type of absence from work as provided for by these Rules.

PERMANENT EMPLOYEE – Shall mean an employee who has been appointed to a permanent position. A permanent employee may be serving a probationary period.

PERMANENT POSITION – Shall mean a specific office or classification, whether occupied or vacant, carrying responsibilities and calling for the performance of certain duties by one individual. This position shall be included in the Classified Service and may be either on a part-time or full-time basis.

PERMANENT STATUS – Shall mean the satisfactory completion of one (1) year of probationary service and continuing permanent appointment.

PERSONNEL OFFICER – Shall mean the City Manager or the person appointed by the City Manager to act as Secretary to the Civil Service Commission, to administer the activities of the Personnel Department and to exercise general supervision over the employment policy of the City subject to the direction of the Commission.

POSITION – Shall mean any specific office or classification, whether occupied or vacant, carrying certain responsibilities and calling for the performance of certain duties by one individual, either on a full-time basis or part-time basis.

PROBATIONARY PERIOD – Shall mean the working test period during which an employee is required to demonstrate his fitness by the actual performance of the duties and responsibilities of his position and during which time he may be terminated without right of appeal to the Civil Service Commission.

PROBATIONARY STATUS – Shall mean service in a permanent position prior to completion of the prescribed period of probationary service.

PROBATIONER – Shall be an employee in the Classified Service who is serving a probationary period.

PROVISIONAL APPOINTMENT – Shall mean the temporary appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in the class in the absence of available eligibles; any non-permanent appointment, other than seasonal, part-time or emergency appointment, which is not made from a re-employment list or an eligible list.

SALARY RANGE – Shall mean one or more, but commonly five (5) specific pay rates having a percentage relationship to one another, assigned to a class of positions as the compensation for the class.

SALARY RATE – Shall mean a specific dollar amount, expressed as either an annual rate, a monthly rate, a semi-monthly rate, a biweekly rate or an hourly rate, as shown in the Compensation Plan of the City.

SALARY STEP – Shall mean the location of a salary rate within a salary range, as identified by a letter of the alphabet.

SENIORITY – Shall mean the number of months of continuous service in the Police Department in a permanent position.

TEMPORARY EMPLOYEE – Shall mean an employee appointed to a position of a non-permanent nature on a provisional basis.