CITY OF NATIONAL CITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF NATIONAL CITY CALIFORNIA

and

NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION

AGREEMENT PERIOD

JULY 1, 2025 – JUNE 30, 2028

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ARTICLE 1 – IMPLEMENTATION

Section 1

It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

A. The NCMEA/SEIU 221 has approved and adopted this MOU.

B. The City Council acts, by majority vote, formally to approve and adopt this MOU.

   1. The City Council shall upon approval and adoption of said MOU act to appropriate the necessary funds required to implement the provisions of this MOU that require funding.

   2. The City Council shall act in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this agreement.

Section 2 Representation

The City of National City formally recognizes the National City Municipal Employees' Association (NCMEA) as the exclusive representative of all employees in affiliation with SEIU, Local 221 in the classifications listed in Appendix "A".

Section 3 Eligibility

The wages, benefits and conditions of employment provided in this MOU are applicable to all regular and part-time career employees and part-time temporary employees as defined by Civil Service Rule IV, Section 407.1 A.(1) and (2) and assigned by the City to the MEA unit. Benefits for Part-Time Career employees will be prorated**.** The classifications in this bargaining unit are set forth in Attachment "A". Career/Limited Term employees in classifications assigned to the NCMEA Bargaining Unit may be eligible for the benefits provided herein only when the grant or program provides adequate funding for same. However, the City agrees to request that adequate funding for benefits be provided. Benefits and compensation for Part-Time Temporary employees in addition to their hourly wage will be limited to those specifically enumerated in the and/or as required by law.

ARTICLE 2 – HOLIDAYS

Section 1

Eligible employees in this bargaining unit are entitled, without loss of pay, to the holidays listed below:

A. The following days shall be fixed holidays with pay:

1. New Year's Day – January 1st
2. Martin Luther King – 3rd Monday in January
3. Cesar Chavez Birthday – March 31st
4. Memorial Day – Last Monday in May
5. Independence Day – July 4th
6. Labor Day – 1st Monday in September
7. Thanksgiving Day – 4th Thursday in November
8. Day after Thanksgiving
9. Christmas Eve – December 24th
10. Christmas Day – December 25th

B. In addition to the fixed holidays above, the following five (5) days will be credited as "Floating Holidays":

1. Presidents' Day – 3rd Monday in February
2. Juneteenth – June 19th
3. Indigenous People's Day– 2nd Monday in October
4. Veterans' Day – November 11th
5. One (1) floating holiday not tied to any specific date provided at beginning of fiscal year

C. Fixed holidays falling on a regularly scheduled workday will be paid based on the employee's assigned daily work schedule. For example, employees assigned to a 4/10 schedule will have holidays paid in ten (10) hour increments when the holiday falls on a regularly scheduled workday. Floating holidays will be paid based on an employee's assigned daily work schedule.

D. Part-Time Temporary employees shall receive paid holidays only as follows: one (1) floating paid holiday per fiscal year equal to five (5) hours, regardless of work schedule and not tied to any specific date. Part-Time Temporary employees hired after July 1 of any year shall receive a prorated amount of holiday leave (e.g., 3.75 hours if start date is October 1).

Section 2

The floating holidays shall be used by the employee in minimum increments of fifteen (15) minutes at the employee's discretion subject to the approval of the department head or his/her designee as a holiday and shall be used within the fiscal year earned. Reasons for denial to observe a holiday on the date requested by the employee shall be in writing and can only be related in the judgment of the department head to the efficient functioning of the department. If the department head certifies in writing to the Finance Director that it was not possible to grant the time off during the fiscal year due to unforeseen or extreme workload problems, then unused holiday credits will be added to the employee's vacation accumulation.

Floating holidays may be used earlier in the fiscal year than their occurrence. New employees shall not receive credit for holidays which occurred prior to their starting date. Separating employees who have received paid time off for holidays which have not occurred as of the date of their separation are required to repay the City for

such floating holidays for which they have been paid. Only non-probationary employees and employees separating in good standing shall be paid for accrued and not taken holiday time.

Section 3 Appointed and Religious Holidays

With City Council approval, every day appointed by the President of the United States or by the Governor of California for a public fast, thanksgiving or holiday, with the exception of Good Friday, shall be honored as an additional holiday. Employees may request time off to attend religious services or other religious activities on Good Friday or on the recognized religious holidays during the year; such time off shall be charged to the employees annually accumulated leave or compensating time off. If the employee has no accumulated annual leave or compensating time off, such time off shall be without pay.

Section 4 Holidays Occurring on Normal Work Day, during Sick Leave or Annual Leave or on a Weekend

A. In the event a fixed holiday (as defined in Section 1) falls on and is observed on an employee's regular day off:

   1. If the employee is not required to work, such employee shall be granted a floating holiday.

   2. If the employee is required to work the employee shall receive:

      a) pay at the time and a half rate for hours worked on the holiday; *and*

      b) floating holiday hours equal to the number of hours actually worked.

B. In the event a fixed holiday (as defined in Section 1) falls on an employee's regular work day:

   1. If the employee is not required to work, such employee shall be compensated at straight time equal to the number of hours the employee would have been assigned to work.

   2. If the employee is required to work the majority (over half) of his/her shift between 12:00 a.m. and 11:59 p.m. on the observed fixed holiday, the employee shall receive one of the following at the option of the employee:

      a) pay at the time and a half rate for hours worked; *or*

      b) straight time and floating holiday hours equal to the number of hours actually worked.

Exception: For the fixed holidays of Christmas Day, New Year's Day, day of July 4th, and Thanksgiving Day, employees shall receive:

   a) pay at the time and a half rate for hours worked on the holiday with a minimum of two (2) hours of pay; *and*

   b) eight hours paid holiday time at straight time.

Date	Shift	Creditable Hours	Rationale
November XX, 20XX (Thanksgiving)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	Thanksgiving is an "Exception" holiday
November XX, 20XX (Day after Thanksgiving)	20000 – 0600	10 hours straight time 10 floater hours	Fixed holiday
December 24, 20XX (Christmas Eve)	20000 – 0600	10 hours straight time 10 floater hours	Fixed holiday
December 25, 20XX (Christmas Day)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	Christmas Day is an "Exception" holiday

January 1, 20XX (New Years' Day)	20000 – 0600	8 hours holiday pay 10 hours worked at 1.5 times	New Years' Day is an "Exception" holiday

C. When an employee is absent on annual leave, sick leave or compensating time off, a fixed holiday immediately preceding, immediately following or wholly within such leave period shall be recorded as a holiday and not as a day of leave.

D. If a fixed holiday occurs on a Saturday, the City will observe the holiday on the preceding working day. If the fixed holiday falls on Sunday, the following work day will be observed as the holiday, except as noted in Article – *(holiday closure article)*.

E. Should the City shift the observed holiday to a day other than the actual holiday, City employees working schedules outside of the standard Monday through Friday will continue to observe the actual holiday and be compensated according to time worked on the actual holiday as outlined above. Employees in this situation will be notified of the appropriate time card notations in advance of the holiday.

Section 5 Holiday Closures

City facilities will close for a period of approximately two weeks in the second half of December of each year with time off for non-essential personnel.

1. Each June, employees may elect to either (a) take unpaid furlough hours/days off during the holiday closure for that calendar year, (b) use accrued paid leave balances (vacation, comp time and/or floating holidays) during the holiday closure for that calendar year, or (c) have equal pay deductions each pay period for the 26 pay periods of the fiscal year that includes the applicable holiday closure period to cover the two week holiday closure.

   - To elect options (a) or (c), employees must notify Payroll no later than the end of the last business day of the first full week in June of the applicable year.

   - If no election is made, option (b) (use of accrued paid leave balances during the holiday closure) shall apply. If the employee's accrued leave balances are insufficient to cover the entire holiday closure, the remainder of the holiday closure hours will be deemed unpaid time off with a corresponding deduction in the employee's pay check for the pay period.

2. Any employee subject to furlough required to work during furlough shall be compensated at time and one-half when working during furlough hours.

3. The following calendar is based on the City's current 4/10 workweek for the 2025, 2026 and 2027 Holiday Closures. A change in the workweek schedule would result in a modification of the calendar.

<u>2025 Holiday Closure – Monday, December 22 to Friday January 2, 2026</u>

December 22 furlough leave or accrued leave
December 23 furlough leave or accrued leave
December 24 Holiday (Christmas Eve)
December 25 Holiday (Christmas Day)
December 29, 30 31 furlough leave or accrued leave
January 1 Holiday (New Year's Day)

2025 Additional Holiday Closure – Library (Note: Library is always closed on Sunday)
Weekend before furlough (including Friday) – December 19-20, 2025
Weekend after furlough (including Friday) – January 2-3, 2026

2026 Holiday Closure – Monday, December 21 to Friday January 1, 2027

December 21 furlough leave or accrued leave
December 22 furlough leave or accrued leave
December 23 Holiday (Christmas Eve)
December 24 Holiday (Christmas Day)
December 28, 29, 30 furlough leave or accrued leave
December 31 Holiday (New Year's Day)

2026 Additional Holiday Closure – Library (Note: Library is always closed on Sunday)
Weekend before furlough (including Friday) – December 18-19, 2026
Weekend after furlough (including Friday) – January 1-2, 2027

2027 Holiday Closure – Monday, December 20 to Friday December 31, 2027

December 20 furlough leave or accrued leave
December 21 furlough leave or accrued leave
December 22 Holiday (Christmas Eve)
December 23 Holiday (Christmas Day)
December 27, 28, 29 furlough leave or accrued leave
December 30 Holiday (New Year's Day)

2027 Additional Holiday Closure – Library (Note: Library is always closed on Sunday)
Weekend before furlough (including Friday) – December 17-18, 2027
Weekend after furlough (including Friday) – December 31- January 1, 2028

ARTICLE 3 – LEAVE ELIGIBILITY AND PROCEDURE

Section 1 Leave Categories

Consistent with the provisions of these chapters, employees in the competitive service shall be entitled to holidays and annual vacation and shall be allowed sick, injury, emergency and special leaves of absence. Career part-time employees in competitive service working twenty (20) hours or more per week, shall be entitled to all holidays, annual vacation, sick or emergency leave and special leaves of absence as granted to full-time employees on a pro rata basis within the same number of pay periods.

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 compulsory leave, court leave and special meetings, must meet the approval of the department head.

Section 3 Leave Approval

Except in the case of sick or emergency leave, the scheduling of leaves is subject to the approval of the department head or his/her designee. It is the obligation of the employee to request in writing prior approval for all other leaves. Under unusual circumstances, the department head has the discretion to waive the requirement for prior approval. The department head shall respond to a request for leave within ten (10) days. Approvals may be rescinded by the department director in time of emergencies such as flood, earthquake, fire, civil disturbance, maintenance of skeleton staffing level, and other similar situations. Leave will not be denied unless the department demonstrates that it cannot function without the individual who is requesting a leave.

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 City may cancel such separation if circumstances warrant such cancellation (as determined by the City Manager or his designee).

Section 6 Benefits during Leave without Regular Pay

All accrual of leaves, City contributions and benefits will be suspended at the end of 45 calendar days after the leave of absence begins, except as provided in this MOU and applicable law. This includes leaves without pay, suspensions, injury leave and military leave. All accounts, contributions and benefits will resume upon return from leave.

ARTICLE 4 – ANNUAL VACATION LEAVE

Section 1

All eligible employees shall be entitled to annual vacation leave with pay.

Section 2 Accrual Rates

All accrual rates are calculated on the basis of biweekly pay periods. All forty (40) hour per week employees shall be governed by the following vacation accrual rates:

1 through 5 years' service	3.08 hours per pay period
6 through 10 years' service	4.62 hours per pay period
11 through 12 years' service	4.94 hours per pay period
13 through 14 years' service	5.23 hours per pay period
15+ years' service	6.15 hours per pay period

New employees will receive, during their initial probationary period, five (5) days (totaling 40 hours) of accrued vacation at completion of nine (9) months of employment and five (5) days (40 totaling hours) of accrued vacation at completion of the probation period. Accrual will then continue at the rates above.

Section 3 Scheduling of Vacation

Vacation schedules shall be arranged by the department head with particular regard to the needs of the City and, as far as possible, with the wishes of the employee.

1. Eligibility for vacation pay shall be verified by the Finance Officer, who will pay only for that time which has accrued.

2. If the requirements of the employee's services are such that the employee cannot take part or all of his/her annual vacation in a particular calendar year, such vacation shall be taken during the following calendar year.

3. An eligible employee may take earned vacation in any increment of fifteen (15) minutes or more with the consent of the department head and the approval of the City Manager.

Section 4 Maximum Vacation Accumulation

An employee may accumulate vacation to a maximum of 2.5 times the yearly earned vacation time. Vacation leave is credited as earned and the amount of vacation leave accumulated shall not exceed the maximum and accrual shall stop whenever the employee is at the maximum.

Section 5 Holidays Falling Within Vacation Period

Except in the case of terminal vacation leave, paid holidays immediately preceding, immediately following or wholly within the vacation period shall not be regarded as part of the vacation.

Section 6 Terminal Vacation Pay

Upon termination from City service, an employee shall be entitled to pay in lieu for the number of accumulated vacation hours credited to the employee's account to a maximum of 2.5 times their annual accrual under the provisions of this section. All vacation granted upon completion of an employee's last day of work shall be a lump sum payment termed "terminal vacation pay" at the employee's current rate of pay.

Section 7 Vacation Sell-Back

During the term of this agreement, all MEA members on a career basis meeting the eligibility criteria defined below may convert a minimum of twenty (20) hours and a maximum of eighty (80) hours of their accumulated vacation time payable not later than December of each year. 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 and have at least 50 hours “on the books” before and after the request.

b) Employees must submit a written request to Payroll to convert vacation hours to pay on or before November 1 of each year.

c) Effective in 2018, employees who reach the vacation cap may have a second opportunity to convert vacation hours up to a total maximum of eighty (80) total hours in the applicable eligibility period under paragraphs a) and this paragraph.

d) The eligibility period is defined as the first pay period in November to the last pay period in October.

Beginning in December 2025, and each December thereafter, employees who want to cash out or sell back vacation leave must irrevocably choose in writing, on a form available from the Human Resources Department, to cash a minimum of 20 hours and maximum of 80 hours of vacation time that are to be accrued and remaining unused in the following calendar year. Vacation time balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar year and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid with the last paycheck in the following December after receipt of the irrevocable election form for those employees. In order to receive the cash out in December, the employee must use 40 hours of vacation leave between January 1 through November 30 of the year the cash out is to be paid.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee’s use of earned, but unused leave accumulated from previous

calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee's property due to casualty; or

- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

ARTICLE 5 – MILITARY LEAVE

In addition to the leaves of absence provided in this article, City officers or 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 officer or 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/her absence on military leave to any loss or diminution of 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 or 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 employee's 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 employee is still mentally and physically qualified to perform the duties of such position and provided said employee makes application for re-employment within ninety (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/her regular salary for a period not to exceed thirty (30) calendar days in any one fiscal year. All services of said employee in the recognized military service shall be counted as employment with the City.

   After 30 consecutive days of paid military leave, the City will supplement an employee's military pay for a period of 6 months. This supplemental amount will be the difference between the employee's normal pay and their military pay. In addition, the City will provide existing levels of health care benefits during the supplemental 6-month period. At the discretion of the City Council, supplemental paid military leave may be extended beyond the 6-month period.

ARTICLE 6 – FAMILY CARE AND MEDICAL LEAVE

REFER TO CITY POLICY ON FAMILY AND MEDICAL LEAVE. SAID POLICY IS ON FILE IN THE OFFICE OF THE HUMAN RESOURCES DIRECTOR, AND IS INCORPORATED IN THIS MOU BY REFERENCE.

ARTICLE 7 – 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, shall be granted leave for such purpose upon presentation of proof of the period of said employee's required attendance to the department head and the Finance Officer. The employee shall receive full pay for the time he/she serves on court duty. Request for such leave shall be made upon the request for leave of absence forms.

If juror or witness duty ends more than one hour prior to the conclusion of the work day, the employee shall report back to work or use leave time for the remainder of the work day unless other arrangements are agreed to by the supervisor.

All employees shall get a minimum of two (2) hours pay, at a rate of time and one half, for each court appearance required by their work responsibilities on regularly scheduled time off. If the employee travels directly between the court and his/her residence, then the employee shall be paid for 1/2 hour maximum. If the employee reports to the Police Station, he/she is not entitled to travel time between the station and home; he/she would be entitled, however, to compensation for parking fees and travel time between the station and the court. The City encourages the use of public transportation to avoid incurring parking fees.

ARTICLE 8 – SICK LEAVE WITH PAY

The intent of this chapter is to provide a continuity of full salary to those eligible employees who are unable because of illness or injury to perform the duties of their positions 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 required medical and dental care, subject to administrative regulations designed to prevent malingering or abuse of these privileges.

Section 1 Sick Leave Definition

Sick leave is the necessary absence from duty of an employee for:

A. Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or

B. The serious disability of the employee while on a scheduled vacation.

C. The absence of an employee for authorized medical or dental care.

D. 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.

E. The death of a family member.
"Family member" is defined for this purpose as a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Government Code section 12945.2.

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 injuries 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

A. Each regular full-time career or probationary employee in this bargaining unit, shall be entitled to accumulate sick leave at a rate of 3.69 hours per biweekly pay period. Earnings for partial pay periods shall be granted on a pro rata basis. Permanent part-time employees in the competitive service are entitled to accumulate sick leave at a rate consistent with the provisions of Article 3, Section 1. Part-Time

Temporary employees shall accrue sick leave in the amount required by California statute. Details regarding sick leave for these employees is described in the City Administrative Manual, Vol. 1, Instruction No.04.15.

B. **Accumulated Sick Leave:** Each career or probationary employee in this bargaining unit shall be eligible to accumulate sick leave up to a maximum of 400 hours, (herein called "accumulated sick leave"). Sick leave accrual will be credited on the last of each pay period up to the 400 hour maximum limitation.

Section 3 Sick Leave Usage

A. Employees shall first utilize accumulated sick leave pursuant to Section 1 herein. Frozen sick leave balance will only be authorized for use after accumulative sick leave credits are exhausted for those employees who have a frozen sick leave balance pursuant to Section 2(C) herein.

B. Upon reaching the maximum accumulated sick leave (400 hours), accrual will stop; sick leave accrual will begin after the employee's balance falls below 400 hours. Accrual will occur on the last day of the pay period in which the employee's balance falls below the 400 hour level. Said accrual will occur at the established rate as defined in Section 2(A).

Section 4 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 sustained while on leave of absence other than his/her regular vacation.

2. No paid sick leave shall be granted in excess of the employee's sick leave credit.

B. Absence that is chargeable to sick leave in accordance with this Chapter, shall be charged in the amount not smaller than fifteen (15) minutes.

Section 5 Sick Leave Compensation

A. In order to receive compensation while on sick leave, the employee shall notify:

1. The immediate supervisors, 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/shift in the employee's respective department. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. Compensation is contingent upon approval from the appropriate department director.

C. The department head may waive the above requirements, if in his/her opinion, an emergency or other exceptional circumstance so warrants. Computation of sick leave shall not include regular days off or holidays, provided these are not in conflict with the established schedule within each department.

Section 6 Physician's Statement Required

A. Once the statutory sick leave requirement has been exhausted by the employee (40 hours or 5 days based on the employee's schedule, whichever is greater) when subsequent absences are for more than three (3)

consecutive working days or when abuse of the sick leave benefit is suspected, the department head may require the employee to furnish a certificate or statement from a regular licensed and practicing physician, at the employee's own expense, whose license will be honored by the County Health Officer, indicating the nature and duration of the employee's incapacity or other adequate evidence if the employee was not examined by a physician. The appointing authority may require evidence of incapacity in cases of short periods of absence and may require a medical examination when an employee returns to work with indications of continuing illness or disability.

B. The department head is responsible for sick leave verifications. This responsibility may be implemented by any reasonable method deemed necessary by the department head. Sick leave with pay is subject to verification of the employee's eligibility by the Finance Officer.

Section 7 Separation from City Service

All eligibility from sick leave with pay shall be canceled upon separation of the employee from the City service, provided that, if such separation is by lay-off, his/her accumulated eligibility shall be restored to him/her in whole if the employee is re-employed within 24 months.

Section 8 Illness during Vacation Leave

An employee who becomes incapacitated for work due to his/her illness or injury for more than three (3) consecutive calendar days while on paid vacation, may substitute sick leave credits for vacation, provided the employee's request for sick leave substitution is accompanied by a doctor's statement or other satisfactory evidence.

Section 9 Holidays during Sick Leave

Paid holidays immediately preceding, immediately following or wholly within the period for which sick leave is granted shall not be regarded as part of such period of sick leave.

Section 10 Sick Leave Payment upon Retirement

A. 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/her credit up to and including his/her 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 eligible for sick leave payment upon retirement.

B. For employees hired on or before June 30, 1979 sick leave pay off upon retirement shall be the sum of:

a. Frozen sick leave balance upon date of retirement.

b. Accumulative sick leave balances upon retirement.

However, in no event shall the payoff exceed 360 hours.

The City’s contract with CalPERS contains an amendment that provides for conversion of unused sick leave (cashed out sick leave is considered used) at retirement to be converted to service credit.

Section 11 Evidence of Cause of Absence

In all cases of absence because of illness or death in the employee's family, the employee may be required to furnish to the appointing authority satisfactory evidence substantiating the facts justifying such leave. Failure to furnish such evidence upon request shall be sufficient reason for denying the leave of absence with pay.

Section 12 Sick Leave Incentive Pay

A. Employees using 40 hours of sick leave or less during the 26 complete pay periods most closely coinciding with the beginning and end of the fiscal year and having a minimum total accumulation of 160 hours, may sell for cash the excess over 160 hours of unfrozen sick leave accumulation to a maximum established according to the following schedule:

Unused Sick Leave From Current Year's Accrual	Annual Maximum Sell Back
96 Hours	48 Hours
From 80-95 Hours	40 Hours
From 60-79 Hours	32 Hours

Only the hours sold back to the City shall be deducted from the employee's accrued balance of sick leave.

B. 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. (The Finance Department shall issue eligibility notices to qualified employees at the end of each fiscal year.) Written request must be submitted to the Finance Office within ten (10) working days of issuance of the notice. Sick leave incentive payments will be incorporated into the normal payroll.

C. In lieu of sick leave incentive pay, the employee may elect to retain sick leave credits to the 400-hour maximum to supplement pay for long term disability leave, up to the maximum set in chapter 18 (3) of this MOU.

D. Permanent employees who retire during the fiscal year will be compensated on a pro-rated basis subject to their formal retirement date.

E. Subject to the approval of his/her department head, the employee may elect to receive additional vacation credits in lieu of all or part of the sick leave incentive pay. This election must be indicated in writing and submitted to the Finance Office with department head's signature within ten working days of issuance of the notice from Finance. This election may not be reversed at a later date.

Beginning in December 2025, and each December thereafter, employees who want to cash out or sell back sick leave must irrevocably choose in writing, on a form available from the Human Resources Department, to cash out sick leave hours that are to be accrued and remaining unused in the following calendar year. Sick time balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for cash out, the cash out will only be made from hours accrued during the calendar year and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid with the last paycheck in the following December after receipt of the irrevocable election form for those employees. In order to receive the cash out in December, the employee must qualify to do so under section A above.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their leave bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining in their designated leave bank at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out leave in the following calendar year and uses leave during that subsequent calendar year, the leave used may come from leave the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused leave accumulated from previous calendar years shall not result in a reduction in the amount of leave hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee's property due to casualty; or

- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

ARTICLE 9 – TRANSFER OF LEAVE CREDITS

Upon official request by an employee experiencing a catastrophic illness/injury or event, the employee's department director or the Association on behalf of the employee, the City Manager or his designee may allow individual employees the opportunity to transfer sick leave, vacation or holiday credits to another employee who has experienced a catastrophic event.

All conditions for this transfer shall be in compliance with the City's Transfer of Leave (Catastrophic Leave) Policy. Sick leave donated will not be counted against sick leave incentive pay.

ARTICLE 10 – THE COMPENSATION PLAN

Section 1 Salary Advancement

The Compensation Plan of the City of National City has the following characteristics:

1. Each salary range consists of five (5) steps.

2. The increase from one step to the next step on each salary range is as indicated in the salary schedule.

3. Career part-time employees represented by the unit shall be eligible for step increases at a pro-rated time interval as regular career full-time employees.

Salary advancement for each employee shall not be automatic, but shall depend upon the increased value of an employee to the City, as reflected by the recommendations of the employee's supervisor and department head and all other pertinent evidence. 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.

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/her work. There shall be a five (5) percent differential between each of the five (5) steps.

1. **The first salary step** is the minimum rate and will normally be the hiring rate. Appointment may be made to other than the 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**: Six (6) months of satisfactory service, normally, shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

3. **The third salary step**: Twelve (12) months of satisfactory service at the second salary step, normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

4. **The fourth salary step**: Twelve (12) months of satisfactory service at the third step normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

5. **The fifth salary step**: Twelve (12) months of satisfactory service at the fourth step normally shall make an employee eligible for consideration for this salary advancement. This salary advancement shall be made only if recommended by the department head and if approved by the City Manager.

Section 2 Salary Steps (continued)

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. Employees engaged for less than full-time should be paid a proportionate part of these salaries, or by hourly rate of pay that falls within these ranges.

Each promotion shall carry with it a salary increase of at least five (5) percent as long as such increase does not exceed the top step of the new classification.

The provisions of this article are based upon the salary schedules adopted by the City.

Section 3 Performance Reports

Notwithstanding any of the other provisions of this article, no employee shall be denied a step advancement consistent with normal practice whose last performance report had an overall rating of STANDARD, ABOVE STANDARD or OUTSTANDING, if that performance report was made within the last 30 calendar days. If step is denied, a new performance report will be completed and performance will be reviewed every sixty (60) calendar days for reconsideration of the step increase.

ARTICLE 11 – OVERTIME

Section 1 Standard Overtime

A. The smallest unit of time credited as overtime shall be one-tenth (1/10) hour.

B. Overtime worked that is less than one-quarter (1/4) hour shall be rounded off to the nearest quarter hour each week.

C. Overtime credit must be for work specifically suffered, ordered, requested or approved by the department head or a designated representative. Overtime compensation or compensating time shall be earned at the rate of one and one-half (1-1/2) times the eligible hours.

D. Overtime compensation or compensating time shall be granted for hours exceeding forty (40) hours of time actually worked. Time worked includes all paid hours including sick leave, leaves during which Worker Compensation is paid, pre-approved vacation time, holidays, furloughs, or any other time away from the job that is paid. The normal work week varies among City employees, and shall be determined by the employees official schedule or other approved schedule documentation on file in the Human Resources Department. Work, other than normal work schedule, directed for annual special events, as stated in Policy 802, will be compensated according to overtime rates. For those events where the City Council approves overtime, employees working those events shall receive overtime pay.

E. An employee who is directed by the department director to attend commission or council meetings held after normal working hours will be compensated per the "call-back" provision.

Section 2 Compensating Time Off

In compliance with the Fair Labor Standards Act, the maximum accrual of compensatory time is (200) hours total, and may carry over from year to year.

A. Consistent with the provisions of Section 1 above, employees may be credited with compensating time off for overtime worked up to a maximum accrual of 200 hours, upon prior request of the employee and approval of the department director.

B. An employee shall be allowed to use compensating time off in increments of fifteen (15) minutes or more which may be taken in conjunction with vacation credits. Time off approval and scheduling shall be subject to the provisions of Article 3 of these articles.

C. Written requests to use compensatory time off shall be treated in the same manner as requests to use vacation. An employee will not be required to take compensatory time earned at straight time hour nor will an employee be required to take compensatory time within the same pay period as earned.

D. Once each fiscal year, an employee may by written request cash out up to eighty (80) banked compensatory time hours.

Beginning in December 2025, and each December thereafter, employees who want to cash out up to eighty (80) compensatory time hours must irrevocably choose in writing, on a form available from the Human Resources Department, to cash out compensatory time hours that are to be accrued and remaining unused in the following calendar year. Compensatory time balances rolled over from prior calendar years are not eligible for cash out. Regardless of the number of hours irrevocably elected for

cash out, the cash out will only be made from hours accrued during the calendar year and not otherwise used for time off or otherwise by the employee at the time of the cash out. Cash outs shall be paid with the last paycheck in the following December after receipt of the irrevocable election form for those employees.

Employees who do not submit an irrevocable election form by December 15th will be deemed as foregoing participation in the optional annual leave cash-out program for that following calendar year.

In the event an employee has less hours in their compensatory time bank at the time the cash-out is to be paid than they had previously elected to cash-out, the employee shall only be paid for up to the amount that was accrued that calendar year that is remaining at the time of the actual cash-out.

If an employee makes an irrevocable election to cash-out compensatory time in the following calendar year and uses compensatory time during that subsequent calendar year, the compensatory time hours used may come from the hours the employee had earned (if any) prior to January 1st of the calendar year the employee had elected to cash-out and/or in the same calendar year. The employee's use of earned, but unused compensatory time hours accumulated from previous calendar years shall not result in a reduction in the amount of e hours the employee is eligible to cash-out.

An employee who experiences an unforeseeable emergency may be permitted to make a new irrevocable election and/or to increase the amount of a previous election, subject to the same value that was permitted at the time the annual irrevocable election forms were due.

For these purposes, an "unforeseeable emergency" means a financial hardship to the employee resulting from any of the following:

- Accident, illness, injury or death of the employee or an immediate family member. For this purpose, an "immediate family member" is restricted to a spouse, registered domestic partner, child/legal dependent, or parent; or

- Loss of extensive damage to the employee's property due to casualty; or

- Other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

Whether an occurrence is an unforeseeable emergency shall be solely determined by the City Manager or designee.

The City shall make a form available for employees to make their irrevocable election.

Section 3 On-Call Status

A. Employees may be assigned to on-call status for possible work and will be required to be available after working hours where the employee can be reached by City telephone and can respond within 30 minutes. Individuals assigned to "on-call" have the responsibility of obtaining qualified relief in the event they cannot be called back. The relief must have the pre-approval of appropriate supervisor.

B. The following procedures shall apply to on-call status:

1. Personnel going on vacation, floating holiday or any other absence from work of their own request during scheduled on-call will be responsible for providing their own qualified relief.

2. Personnel incapacitated for scheduled on-call by sickness or other absence not within their control will not be required to provide their own relief, if notice is given to the department.

3. If an employee is accepting on-call pay and does not respond to a call-back, that employee shall forfeit that day's on-call pay and may be subject to disciplinary action, unless that failure to respond was for reasons beyond the control of that employee as determined by the department director.

4. Employees will be assigned to on-call status, first on a volunteer basis and thereafter assigned by reverse seniority. On-Call Status will not exceed seven (7) days in any thirty day period and will be rotated among qualified personnel, unless otherwise agreed to by the employee and the Department Head. In the event of personnel shortages, the City may assign an employee(s) to on-call status based on reverse seniority among qualified employees.

5. The on-call work week will be determined by the appropriate department head.

6. When any class is scheduled for on-call work the City shall provide pagers at the beginning of the on-call assignment.

C. **On-Call Pay**

1. For a normal work day shift, pay shall be the dollar equivalent to one and a half (1-1/2) hours at current hourly rate per each day of on-call status.

2. For a normal weekend shift (Saturday and Sunday), pay shall be the dollar equivalent to two (2) hours at current hourly rate per each day of on-call status.

3. For a fixed holiday on which the Civic Center is closed, pay shall be the dollar equivalent to two and a half (2-1/2) hours at current hourly rate per each day of on-call status.

Section 4 Call-Back

The City may direct a field response by an employee during other than normal working hours for emergency purposes which shall constitute a "call-back", and paid at the rate of one and one-half (1-1/2) times the number of hours worked, with two (2) hours being the minimum for any call-back that requires return to the work site. Call-back time earned shall not be counted as actual time worked for overtime purposes.

ARTICLE 12 – EDUCATION EXPENSES REIMBURSEMENT

Section 1

The City shall provide $30,000 for SEIU to fund the Education Expenses Reimbursement Plan, which is available to employees on paid status wish to improve their work performance through furthering their education. The plan provides up to $2,000 per employee, per fiscal year until this fund is exhausted and is available to all employees who meet the following criteria:

1. Successful completion of initial probation.

2. A proposed course of instruction or training is related to the employee's employment with the City. The department director has the final authority in determining whether a course or training has job related value. Request must be submitted in writing on appropriate City form prior to taking the course of instruction or training.

3. The reimbursement may be used to cover the required costs, such as tuition, registration, books, and up to $100 of other materials or supplies considered necessary by the Department Director.

4. The course must be passed with a grade "C" or better. If taken on pass/fail or completion basis, employee must complete or pass course(s) taken.

5. The employee must show written documentation of the expenditures being claimed for reimbursement.

6. Reimbursement may be requested for fee-based educational programs to be attended on employee's own time for professional self-development.

Reimbursement under this plan will be made upon completion of the coursework as per part 2 above.

Part-Time Temporary employees are eligible to receive educational expense reimbursement under Section 1 of up to $1,500 per fiscal year, after working three hundred (300) hours for the City.

Section 2 Reimbursement of Expenses in Maintaining Required Licenses and Permits

In addition to the funds provided for educational reimbursement, the City shall provide monies to reimburse employees for the actual cost of the certificate or license expenses and any required medical examinations when such certificate or license is required in the performance of their duties of their current positions. Claims shall be submitted in writing with proof of costs to the Personnel Department for approval and payment. Class "C" Driver's License expense is not a reimbursable expense.

Section 3 Student Loan Reimbursement

Employee Eligibility: Upon reaching their fourth anniversary of employment with the City of National City, a regular or career part-time employee shall be deemed eligible for student loan reimbursement up to $2,000 per fiscal year. Verifiable proof of an active student loan and amount(s) paid by the employee is required.

ARTICLE 13 – SERVICE RECOGNITION PAY

Section 1

In addition to other compensation paid for the services of employees, service recognition pay shall be paid to employees hired before July 1, 1991 of the City on the following basis:

A. After five (5) years of continuous and uninterrupted service the sum of $10.00 per month;

B. After ten (10) years of continuous and uninterrupted service the sum of $15.00 per month;

C. After fifteen (15) years of continuous and uninterrupted service the sum of $20.00 per month;

D. After twenty (20) years of continuous and uninterrupted service the sum of $25.00 per month;

E. After twenty-five (25) years of continuous and uninterrupted service a sum of $30.00 per month, which shall be the maximum payable.

Vacation, sick leave, workers' compensation leaves, comp time, suspensions with pay, floating holidays and other approved City paid leaves of absence shall be continuous and uninterrupted time. All unpaid suspensions and approved leaves of 30 days or less shall be continuous and uninterrupted time; those of more than 30 days shall be continuous employment, but interrupted.

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

ARTICLE 14 – HEALTH AND DENTAL INSURANCE

Section 1 Insurance Program Coverage

As a benefit to career full-time employees and, on a pro-rated basis, career part-time employees working 20 hours/week or more in this bargaining unit, the City will provide a combined group insurance program of health and dental coverage. The benefits and limitations of the program are to be designed cooperatively by the City and program provider. SEIU and City agree to select and implement health insurance programs, which best serve the needs of the employees. The City and SEIU agree during the term of this 2025-2028 MOU to discuss any employee's concerns with the costs of health care for City employees.

Section 2 City Contribution

The City will offer medical and dental benefits to eligible employees. Employees who enroll shall receive a City contribution toward the cost of health and dental coverage as follows:

CITY'S CONTRIBUTION IF DON'T ELECT KAISER HIGH DEDUCTIBLE HEALTH PLAN (Effective February 1, 2025)

Employee Only	$703.71/month
Employee +1	$1,128.97/month
Employee +2 or more	$1,543.18/month

CITY'S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE HEALTH PLAN (Effective February 1, 2025)

Employee Only	$633.30/month
Employee +1	$988.31/month
Employee +2 or more	$1343.98/month

Effective the first full pay period following City Council approval of this MOU, the City will contribute toward the cost of employee health care at the current contribution level plus $50 per month. Each plan year thereafter, the City's contribution will equal the previous year's contribution level plus fifty percent (50%) of the premium increase for the lowest cost health and dental plans.

A. City contribution will discontinue when employee goes on unpaid status for more than 45 calendar days, except as otherwise specified in this agreement or by law. Employees in this status may continue coverage at their own expense.

B. If the cost of providing this benefit for employees and their dependents exceeds the established City contribution, the employee must pay the excess amount.

Section 3 Money In Lieu of Coverage

An employee may elect employee only coverage in health and receive the remaining amount of the City's contribution as cash-in-lieu.

Section 3 Money In Lieu of Coverage (continued)

Employees may opt out of the City's health plan. An employee will receive an opt out payment of $175 per month if the employee files an attestation that the employee and all the members of the employee's tax family are enrolled in another group health insurance plan which provides minimum essential

coverage and will have such coverage for the entire opt out period. To be eligible, group coverage cannot be obtained through the individual market (whether or not obtained through Covered California) and must be obtained from a previous employer, spouse, registered domestic partner, parent, or due to military/veteran status. An employee must provide such attestation upon hire and/or during open enrollment each plan year.

Any actual savings realized by City during the previous calendar year from employees opting out of City coverage will be calculated in January of each year and re-distributed equally to all employees in the form of an increase of City contribution for health coverage.

Section 5 Retiree Health Benefit

Effective for persons retiring after the 2018-2020 MOU was approved by the City Council, employees covered by this MOU must retire from the City of National City and have 20 full years of pensionable service credit with the City of National City to receive $20/month for each year of pensionable service with the City as the City's contribution towards their medical premium.

This contribution does not entitle the retiree to any particular insurance or to any particular rate. 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 understands that the retiree is solely responsible for any taxes that might be due as a result of the City's contribution.

Retirees eligible for this benefit are responsible for paying the health insurance premium and the City will forward this benefit amount on a monthly basis directly to the retiree. This benefit will be canceled upon non-payment of premium or otherwise becoming ineligible. The retiree is also responsible for notification to the City of address change and health coverage from another source.

Section 6 Health Care

The City and SEIU are open to the concept of joint discussions for the purposes of identifying a comprehensive solution that is beneficial to the City and SEIU represented employees without harming other City of National City employee groups.

ARTICLE 15 – HEALTH & SAFETY RELATED PROGRAMS

Section 1 Smoking Policy

The Municipal Employees' Association agrees to City No Smoking Policy at the workplace.

Section 2 Continuation of Coverage's

The City agrees to continue its contributions toward health, dental and life insurance coverage for employees who are receiving workers' compensation benefits from the City for a period not to exceed twelve (12) months.

Section 3 Premium Payment Program (I.R.S. 125 Plan)

The City agrees to implement a 125 reimbursement plan to allow pre-tax dollars to be utilized in the payment of employee's portion of medical, dental and insurance premiums, medical expenses and dependent care expenses. The City shall arrange for a plan administrator for dependent care provision of the City's 125 Plan, provided all costs are paid by the employees who participate.

Section 4 Employee Assistance Program

The City shall make available a voluntary Employee Assistance Program (EAP) for psychological assessment, counseling and referral to all employees represented by the Municipal Employees' Association at no cost to the employees, except for referrals out of the basic program. Employees using this program may do so on their own time.

Section 5 Hazardous Materials

The City will provide containment and disposable devices on City vehicles where there is exposure to materials, especially needles that may be harmful.

ARTICLE 16 – EMPLOYEE LIFE INSURANCE

As a benefit to full-time employees in this bargaining unit, the City will provide a group life insurance program. The benefits and limitations of the program are to be designed cooperatively by the Employees' Association and insurance carrier. The City will provide up to $25,000 Term Life Insurance with Accidental Death and Dismemberment coverage for each employee at no cost to employee. An amount will be paid by the City for each permanent part-time employee in the competitive service that is proportional to the permanent time base of his/her appointment (e.g., a half-time employee will receive half the amount of a full-time employee).

The parties agree to meet and consult within a reasonable period of time before the completion of the current contract between the City and its insurance carrier that provides for Term Life Insurance with Accidental Death and Dismemberment with the purpose of increasing the death benefit amount for employees at no additional cost to the City. The City will attempt to complete this task by soliciting quotes from insurance providers.

ARTICLE 17 – SHORT TERM/LONG TERM DISABILITY INSURANCE

All employees shall continue to participate in the City sponsored Disability Insurance program (STD/LTD) through payroll deduction.

Section 1 Cost and Benefits

Total costs of the program are paid by all employees in the bargaining unit through payroll deductions at the rates set by the established plan. Participation, costs and benefits of the program are subject to the regulations and requirements of the Plan.

Section 2 Continuation of Insurance Benefits

During the period that an employee is receiving benefits from the (STD/LTD) Plan, the City shall continue to pay its share of the Insurance Premiums for Health and Life Insurances with no cash-in-lieu for a period of up to twelve (12) months or until such time as the disability is considered permanent.

Section 3 Income Supplement

Employee receiving STD/LTD benefit may use sick leave, vacation, and other leave accruals to supplement income to an amount no greater than the employee's regular gross monthly pay.

ARTICLE 18 – PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Consistent with the Government Code of the State of California, employees are local miscellaneous members of the Public Employees' Retirement System and are entitled to optional benefits as indicated in all amendments to the contract between the Board of Administration of PERS and the City Council regarding miscellaneous employees.

The retirement formula for miscellaneous members shall be as follows:

1. Employees hired on or before March 21, 2011 (Tier I):

    a. Effective the first full pay period in July 2019, employees in Tier I shall contribute a total of 10.0% to their pension, 8.0% to the employee contribution rate and 2.0% to the employer contribution rate.

    b. The retirement formula will include 3% at 60 years of age and the "Single Highest Year" provision.

2. Employees hired on or after March 22, 2011 but before January 1, 2013 (Tier II):

    a. Effective the first full pay period in July 2019, employees in Tier I shall contribute a total of 9.0% to their pension, 7.0% to the employee contribution rate and 2.0% to the employer contribution rate.

    b. The retirement formula will include 2% at 60 years of age and the "Single Highest Year" provision.

3. Employees hired on or after January 1, 2013:

    A. New members to the public retirement system as defined by Government Code Section 7522.10(f)(1)(2)(3) (Tier III):

        a. Shall pay 50% of the normal cost of defined retirement benefit contribution as determined by CalPERS according to the most recently completed valuation period. Effective the first full pay period in July 2019, Tier III employees shall contribute 2.0% in excess of the 50% of the normal cost statutory percentage determined by CalPERS.

        b. The retirement formula will include 2% at 62 years of age and the "Three Year Averaging" provision.

    B. Classic members as defined by the Public Employees Retirement Law shall be placed in the retirement formula and pay the same reportable compensation to PERS as those employees hired on or after March 22, 2011 (Tier II).

4. The formula for determining the average monthly pay rate when calculating retirement benefits shall be reduced from the "Single Highest Year" provision to "Three Year Averaging" as soon as permitted by PERS.

The City agrees to request an actuarial analysis from CalPERS for the purpose of determining difference in the cost to the City for employee paid employee contributions and employee paid employee employer contributions. After receipt of the analysis, the City and MEA agree to reopen discussions on this single issue.

ARTICLE 19 – PROVISIONS OF LAW

This MOU is subject to all future and current applicable Federal or State laws and regulations.

If any part of the provisions 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 of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected and the NCMEA shall have the right upon request to meet and confer concerning the practical effect of such conflicts on wages, hours or terms and conditions of employment.

ARTICLE 20 – EMPLOYEE AND UNION RIGHTS

Section 1 Employee Rights

Each individual employee shall have the following rights which they may exercise in accordance with law, the National City Civil Service Rules and applicable laws, ordinances, rules and regulations:

A. New Hire Orientation - The City agrees to provide the Union with one hour with each newly hired employee or group of newly hired employees as part of newly hired employees' orientation within the first seven (7) calendar days from their date of hire.

1. The new hire orientation meeting will occur during regular working hours and onsite without loss in compensation for either the newly hired employee or authorized Union representative, officer, steward or member designated to meet with the newly hired employee(s). City representatives will not be present in the meeting.

2. The Union shall have the right to access and use the City's facilities and audio-visual equipment to conduct sessions and separate breakout meetings with newly hired employees.

3. The City shall provide the Union with reasonable advance notice, including at least ten (10) days' advance notice whenever possible, of the date and time of the new employee orientation meeting.

4. The City shall provide the Union designee an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting.

B. New Hire Information - The City shall provide the Union with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses on file with the employer, and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire, and the City shall also provide the Union with a list of that information for all employees in the bargaining unit at least every 120 days.

C. The right to be free from interference, intimidation, restraint, coercion, discrimination or reprisal on the part of their department head, their supervisor, other employees or employee organizations, with respect to membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

D. The right to represent themselves individually in their employee relations with the City. Whenever a City employee desires to represent themselves in consulting with City management during their regular hours of work, they shall first request and obtain from their department head permission to take time off to do so.

E. The right to confidentiality of personal information including information provided on the employee's paycheck. It shall be the responsibility of each department to ensure that this right is protected.

Section 2 Union Rights

A. The right for SEIU to use City facilities to hold official scheduled meetings.

B. The right to designate authorized representative who shall have access to work locations and employees subject to department head approval, when such access does not unduly interfere with departmental operations and is in the course of grievance resolution.

C. The right to post information concerning elections, benefits, notices, reports, programs and promotions.

D. The right to notice by the City of new employees in this unit.

E. The Personnel Office shall distribute informational materials provided by the Union to new employees during the in-processing orientation.

Section 2 Association Rights (continued)

F. The Union may designate a steward to represent employees from their respective areas in meeting with management on appeals of discipline and formal grievances. The appropriate steward shall request in writing and shall be allowed reasonable time off during duty hours for this purpose, provided the time requested does not substantially impact departmental operations. In the event the steward cannot be released as requested, the supervisor shall provide an alternate time within the next forty-eight (48) hours. Stewards shall be designated in advance by written notice from SEIU to the Human Resources Director and the Steward's Department Director.

G. The Union shall be allowed the use of the City's intranet for the purposes of Union Communications. As the City Manager's Designee, the Human Resources Director will provide final review and approval of all related content/information.

H. SEIU 221 shall be entitled to hold five (5) one-hour meetings annually.

Section 3 Labor Management Committee

The City and the Union agree to establish a Labor Management Committee. The purpose of the Committee is to discuss issues relating to this agreement, and other issues of quality of work life. The Committee shall have no authority to change, modify, alter or amend this agreement.

The Committee shall be composed of the president of the Union or their designee, a designated representative, and one other member. In addition, the City shall appoint the Director of Human Resources or their designee and one other management employee.

Meetings shall be held when mutually agreed upon and at times that are mutually acceptable to both parties. The party desiring to meet shall request the meeting at least fifteen (15) days prior and shall submit an agenda of items to be discussed.

It is the intent of the parties to foster a cooperative atmosphere and harmonious working relations. Therefore, the parties agree to only issue joint statements, when necessary, on the results of the Committee.

The City and the Union agree to refer the Union proposal regarding reclassifications/salary adjustments to the Labor Management committee for resolution.

Section 4 Time Off to Vote in Statewide Election

The City will comply with California Elections Code sections 14000 regarding employees' right to paid time off from work to vote in a State-wide election.

Section 5 AB 119 Employee Information

Assembly Bill 119 requires public employers to provide the union representative with the name, job title, department, work location, work and home address, personal cellular telephone number and personal email address on file with the employer of newly hired employees within 30 days of hire or by the first pay period of the month following hire. Additionally, public employers must provide this

information to the union representative for all employees in the bargaining unit at least once every 120 days, unless the parties can agree to different time frames.

ARTICLE 21 – WAGE AND SALARY SCHEDULE

Section 1 Classification and Base Wage Ranges

Effective with the start of the first full pay period in July 2025, the following employee classifications shall receive the increases set out below that were determined to be necessary to bring those classifications up to the market median. Effective the first full pay period starting in July 2026, all employee classifications shall receive a further 5.0% wage increase. Effective the first full pay period starting in July 2027, all employee classifications shall receive a further 5.0% salary increase.

Class Title	Range Max	# of Obs.	Market Median	% +/- Median
Accountant	$7,463.25	17	$7,533.00	-0.90%
Accounting Assistant	$5,297.03	18	$5,688.00	-7.40%
Administrative Secretary	$5,116.97	12	$5,825.30	-13.80%
Administrative Technician	$6,439.85	7	$6,449.00	-0.10%
Animal Regulations Officer	$5,605.37	4	$5,803.09	-3.50%
Assistant Planner	$7,468.76	16	$7,540.09	-1.00%
Associate Engineer- Civil	$10,294.58	17	$10,666.00	-3.60%
Associate Planner	$8,253.30	19	$8,670.00	-5.00%
Building Inspector	$7,575.33	13	$7,801.00	-3.00%
Buyer	$6,829.37	8	$6,888.50	-0.90%
Civil Engineering Technician	$6,893.67	16	$7,275.50	-5.50%
Code Conformance Officer I	$6,327.78	17	$6,664.67	-5.30%
Code Conformance Officer II	$6,939.61	18	$7,107.50	-2.40%
Community Development Specialist II	$7,474.89	6	$7,644.50	-2.30%
Crime & Intelligence Analyst	$7,764.57	5	$7,810.51	-0.60%
Crime Analyst	$7,316.26	8	$7,706.25	-5.30%
Crime Scene Specialist	$6,895.51	9	$7,268.00	-5.40%
Custodian	$4,027.43	9	$4,213.73	-4.60%
Equipment Mechanic I	$5,938.26	16	$6,349.00	-6.90%
Equipment Mechanic II	$6,526.21	13	$6,773.00	-3.80%
Equipment Operator	$5,747.18	18	$5,894.50	-2.60%
Executive Secretary	$5,903.35	19	$6,188.00	-4.80%
Fire Inspector I	$7,386.08	17	$7,758.40	-5.00%
Fire Inspector II	$7,968.51	12	$8,304.50	-4.20%
Housing Specialist	$7,599.21	7	$7,676.00	-1.00%
Lead Equipment Mechanic	$7,143.55	12	$7,452.87	-4.30%
Lead Tree Trimmer	$5,866.61	5	$6,500.00	-10.80%
Library Assistant	$4,365.50	6	$4,679.16	-7.2%
Maintenance Worker	$4,933.24	19	$5,261.00	-6.60%
Park Caretaker	$4,861.58	15	$5,005.17	-3.00%
Park Supervisor	$7,725.99	14	$7,922.50	-2.50%
Parks Equipment Operator	$5,653.47	18	$5,755.50	-1.80%
Permit Technician	$5,916.21	13	$6,417.13	-8.50%

Class Title	Range Max	# of Obs.	Market Median	% +/- Median
Planning Technician	$5,905.19	12	$6,482.81	-9.80%
Police Dispatcher	$7,103.13	10	$7,423.00	-4.50%
Police Records Clerk	$4,591.50	10	$4,758.00	-3.60%
Property & Evidence Specialist I	$4,958.96	10	$5,059.24	-2.00%
Property & Evidence Unit Supervisor	$6,779.76	6	$6,843.51	-0.90%
Property Agent	$7,711.29	6	$8,282.50	-7.40%
Recreation Center Supervisor	$6,636.45	6	$7,006.34	-5.60%
Recreation Leader II	$3,753.67	8	$3,878.00	-3.30%
Recreation Specialist	$3,784.91	10	$4,428.67	-17.00%
Recreation Supervisor	$7,042.50	11	$7,370.00	-4.70%
Senior Building Inspector	$8,301.07	12	$8,838.29	-6.50%
Senior Code Conformance Officer	$7,586.35	8	$8,031.64	-5.90%
Senior Construction Inspector	$8,383.75	7	$8,521.07	-1.60%
Senior Equipment Operator	$6,404.94	8	$6,496.00	-1.40%
Senior Librarian	$8,185.32	7	$8,456.93	-3.30%
Senior Office Assistant	$4,845.05	8	$4,998.00	-3.20%
Senior Park Caretaker	$5,212.51	12	$5,898.47	-13.20%
Street Sweeper Operator	$5,750.85	7	$5,807.00	-1.00%
Supervising Custodian	$4,453.70	6	$4,728.06	-6.20%
Traffic Painter	$5,502.81	17	$5,614.00	-2.00%
Training Coordinator	$5,839.05	5	$6,474.00	-10.90%
Tree Trimmer	$5,563.45	15	$5,654.00	-1.60%

Section 2 Equity Wage Increases

The City had a compensation study of MEA represented classifications performed by Ralph Andersen & Associates and provided a copy of the study to MEA. The City agrees to conduct an internal salary survey in each fiscal year of this MOU.

Appendix B to this MOU agreement contains a salary schedule for each year of the agreement term, which lists the five salary steps of each SEIU classification. The wages reflected in Appendix B include the annual increases and equity wage increases as defined in Section 1 above.

ARTICLE 22 – UNIFORMS

The City will pay the yearly cost for uniforms and cleaning for those employees required to wear uniforms as follows:

1. **Public Works Employees/Neighborhood Services**: Public Works and Neighborhood employees assigned to conduct City related work in the field or custodial work in City facilities shall receive five (5) changes of shirts and pants/shorts per week.

2. **Nutrition Center**: Five (5) changes of shirts and pants/shorts per week.

3. **Police Department positions designated by the Chief of Police**: Five (5) sets of required clothing at hire with necessary replacements during ensuing years, and a cleaning allowance of $10 per week. The City will also provide reimbursement for required leather accessories to a maximum of $100 every four (4) years.

4. Fire Department: $850/year allowance will be provided to Fire Inspectors.

   New Fire Inspectors shall receive the following (or equivalent alternatives) upon hire:

   2 Class B shirts with embroidery, associated patches and badging
   3 Pair Class B pants
   Leather belt
   NFPA 1975 compliant work boots
   Cold weather jacket with embroidery and associated patches
   NFPA 1977 compliant brush coat
   NFPA 1971 compliant helmet

5. Fire Inspectors may request that the City replace existing uniform items that are damaged and unusable as a result of a work-related incident. Such replacements shall not reduce the $850 annual allowance**.** If employees are required per CalOSHA regulations to wear safety shoes or other specified footgear, the City will provide it up to a cost per pair of safety shoes or other specified footwear of $200, and up to two (2) pair per calendar year. If an employee wishes to have a pair of boots which costs more than the boots to be paid/provided by the City, the employee may pay the difference, provided the boots meet safety precautions of the City. The City and MEA/SEIU agrees to form a committee to discuss, evaluate, and make recommendations in good faith regarding the list of City provided safety equipment, including safety shoes/footgear, safety glasses, and any other City provided safety items.

All employees of these departments who are provided uniforms must wear the uniform as provided by the City.

With prior approval from the Department Director, uniforms may include, T-shirts with City and/or Department logo identification. Uniform style and fabric (i.e., cotton vs. polyester, etc.) shall be mutually agreed to between the City and MEA. Upon the written approval of the Department Head, employees shall have the option to wear uniform shorts unless proven to be unsafe for the work being performed.

ARTICLE 23 – EQUIPMENT ALLOWANCE

Section 1 Tool Replacement Allowance

Equipment Mechanics, who are required to provide their own tools on the job as a condition of employment.

Essential required tools and tool boxes will be replaced by the City in kind if they are lost due to fire, burglary or robbery of the City facility or some other catastrophe or accident not due to the employee's fault or negligence. An inventory of all employees' tools will be taken by the Public Works Director or his/her designee at least once a year to ensure that the employee has all essential tools on hand.

A tool replacement allowance of $30 per pay period will be paid to the above positions to maintain the essential tools inventory. Failure to maintain the essential tools inventory shall result on loss of tool replacement allowance until such inventory is satisfied.

Beginning with the start of the first pay period in July 2027, a tool replacement allowance of $75 per pay period will be paid to the above positions to maintain the essential tools inventory. Failure to maintain the essential tools inventory shall result on loss of tool replacement allowance until such inventory is satisfied.

The parties agree to reopen negotiations on the tool allowance. The scope of negotiations will include review of the appropriate tools needed for the impacted classifications, the list of required tools, the amount of the tool allowance, and the method of reimbursement for the tool allowance.

Section 2 Safety Glasses and Goggles

Any safety/prescription sunglasses glasses or protective goggles required by the City employees shall be provided at no cost to the employee. Such requirement shall be determined by the department head or the Risk Manager.

ARTICLE 24 - WORK DAY, WORK WEEK, PAY PERIOD AND PAY DAY

Section 1 Workday

The workday shall normally be eight (8) hours, ten (10) hours or twelve (12) hours in length and the normally scheduled workweek is 40 hours. On request by the employee, the scheduled hours of the workweek may be modified by the department director on an individual basis subject to approval by the City Manager only to the extent that City offices maintain current availability to the public and that the modification does not create overtime pay in any given workweek. In making the determination on the acceptability of modification, the department director will consider the effect of the modification on the department's ability to deliver services efficiently and on a timely basis. Approval of any individual request shall not entitle any other employee of the same modification, and the department director may withdraw approval if the modification creates a hardship for the department.

Call-back and on-call time are excluded from the computation of the hours paid for the purposes of overtime. All work days exceeding five (5) hours length shall include at least a 30-minute period for lunch break without pay with the exception of Police Dispatchers. A maximum of fifteen (15) minutes paid time for rest shall be provided for each four (4) consecutive hours work and may be taken as assigned by the employee's supervisor.

Employees who are required to change into protective gear, clothing or equipment at the workplace shall utilize the first fifteen (15) minutes at the start of their shift and the last fifteen (15) minutes at the end of their shift to change into and out of their work clothes.

Police Dispatchers shall work four (4) ten (10) hour or three (3) twelve (12) hour days per week, including two (2) 17.5 minute rest periods, and one-half (1/2) hour paid lunch break.

1) Every effort will be made to have Police Dispatchers receive their paid meal breaks (30 minute break) as circumstances permit but there is no guarantee. Employees are subject to call back from breaks during emergencies and/or when the volume of activity requires such staffing.

2) Employees shall not combine two or more rest periods into one rest period, except as approved by the unit's sworn supervisor or Chief of Police during non-routine and/or unexpected circumstances.

3) Employees shall not save rest / meal periods to justify shortened work days.

Starting and stopping work times are designated by the department director for the scheduled work day. Employees will be notified of their work hours. When there is a change of work hours of over one (1) hour for more than five (5) consecutive working days, the employee will receive a fifteen (15) working day notice before such change is made, unless mutually agreed to by the employee and the supervisor.

The department director retains the right to make immediate changes to resolve unforeseen problems, and will provide at least three (3) day notice in such instance, and pay the first two (2) days worked of the change at the overtime rate.

Section 2 Workweek

The workweek shall consist of seven (7) consecutive calendar days beginning on Tuesday at 7:00 a.m. with at least two (2) consecutive days off.

Section 3 Pay Period

Pay period shall consist of fourteen (14) calendar days commencing 07/01/86.

Section 4 Pay Day

Except in the case of unusual and compelling circumstances or an extreme emergency, pay day shall be every other Wednesday. If Wednesday is a fixed holiday, it shall be the previous work day.

Section 5 Alternate Work Schedules

The City and SEIU agree to implement a 4/10 work schedule. The target turn-on date will be mid-late February, 2006.

The City Manager has the ability to discontinue the 4/10 schedule with thirty days' notice and will meet and confer should such discontinuation be deemed necessary. The City Manager has sole discretion to exempt any position or group of positions from 4/10 in order to fulfill delivery of City services.

The City and SEIU will work jointly on the development of an optional flexible workweek schedule program (including a 4/10 option) for Library Department employees. If agreement is reached by the City and MEA, the terms of the flexible workweek schedule program will be incorporated by side letter.

The City and SEIU agree to incorporate the 9/80 side letter, with the provision that should a 4/10 schedule be unsuccessful the City will revert to the former 9/80 work schedule.

ARTICLE 25 – PAY DIFFERENTIALS

Section 1 Bilingual Pay

Current employees in designated positions who have successfully completed a Bilingual Performance Evaluation administered by the Human Resources Department or provided other evidence acceptable to the Human Resources Department of their competence, who are regularly required to use their bilingual skills in Spanish, Tagalog or any other second language approved by the Human Resources Director, shall receive a Bilingual pay differential of $50 per pay period, increasing to $150 per pay period with the beginning of the first full pay period in July, 2025. This differential would be subject to termination, if due to change in assignment or position, the skill is no longer required by the City.

Beginning with the start of the first full pay period in July 2025, Part-Time Temporary employees who qualify for bilingual pay per the requirements described above, shall receive bilingual pay of $1.88 per hour.

Each Department Director shall recommend the position to receive bilingual pay in writing to the Human Resources Director for approval. Positions receiving bilingual pay shall be reviewed annually by the Human Resources Director and an MEA Representative.

Section 2 Acting Assignment Pay

Effective the first full pay period in October 2018, for acting assignments where the first day of the acting assignment is on or after October 9, 2018, when an employee is officially assigned to perform the full range of duties of a higher paid classification for a period exceeding forty (40) consecutive hours, such employee shall be compensated with a minimum of five (5) percent above the employee's current base hourly rate starting with the first hour of the assignment, increasing to the higher of 5% or the pay at the first step of the higher position effective with the beginning of the first full pay period in July, 2025.Beginning with the first full pay period after six (6) consecutive months in the acting assignment, the employee shall be compensated with a minimum of ten (10) percent of the employee's base rate. The duration of acting pay assignments shall not exceed nine hundred and sixty (960) hours in a fiscal year.

Section 3 Sign Language Pay

Employees possessing sign language skills may register with the Human Resources Department and be called to use those skills on an on-call basis. Employees who are called shall be paid $20 per occurrence while on City time and $30 per occurrence when not on City time.

Section 4 Shift Differential

Employees shall receive a shift differential of 2.0% of base pay for all hours of their regular shift if the majority of their regularly scheduled shift is between 10:00 p.m. and 6:00 a.m. the next day. This shall increase to 6% of base pay effective with the beginning of the first full pay period in July 2025.

Section 5 Trainer Assignment Pay for Dispatchers

Dispatchers in the Police Department shall receive Trainer Assignment Pay equal to three percent (3%) of base salary when assigned as a trainer for other dispatchers and the training is anticipated to last at least one month. This pay differential will be determined on a daily basis and will not apply to days when the trainer is absent from work or otherwise not engaged in performing the training function. This pay shall increase to 6% of base pay, effective with the beginning of the first full pay period in July 2025.

ARTICLE 26 – GRIEVANCE PROCEDURE

Section 1 Purpose

The purposes and objectives of the grievance procedure are to:

A. assure just treatment of all employees and promote harmonious relations among employees, supervisors and management;

B. encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the several supervisory levels where necessary; and

C. resolve grievances as quickly as possible and correct, if possible, the causes of grievances thereby reducing the number of grievances and future similar complaints.

Section 2 Reviewable and Non-Reviewable Grievances

To be reviewable under the procedure, a grievance must:

A. concern matters or incidents that have occurred directly to the grievant and grievance is presented to immediate supervisor within thirty (30) calendar days; and

B. result from an act or omission by management in violation of this MOU, other official City policies, rules and regulations or Council resolutions relating to employer-employee relations; and

C. arise out of a specific situation, act or acts complained of as being violated which resulted in inequity or damage to the employee; and

D. specify the provision allegedly violated and the relief sought.

A grievance is not reviewable under this procedure if it is a matter which:

A. is reviewable under, or is subject to some other administrative procedure and/or Personnel rules and regulations of the City, such as:

   1. applications for changes in title, job classification, or salary;

   2. appeals arising from termination of employment during probationary period.

B. would require a change in prevailing ordinances, resolutions, or contracts or to circumvent existing avenues of relief where appeal procedures have been prescribed;

C. would require the “meet and confer” process for desired change.

Section 3 Determination of Reviewability

Once a formal written grievance is received by the Department Director, it shall be reviewed by the Human Resources Director as to whether it is a grievable issue. Such determination shall be final unless the Association is not in agreement, then the final determination shall be made by the City Attorney.

Section 4 Consolidation of Grievances

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

A. **Settlement**. Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if the grievant party fails to present the matter to a higher authority within the prescribed period of time. No settlement to any grievance shall be considered precedential or bind the Association to any interpretation of this agreement, rules, regulations or policies of the City or Department without the Association's express written consent.

B. **Reprisal**. The grievance procedure is intended to assure a grieving employee the right to present a grievance without fear of disciplinary action or reprisal by the grievant's supervisor, superior or department head, provided the employee observes the provisions of this grievance procedure.

Section 5 Grievance Procedure

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

1. **Step One**: Discussion with Supervisor. The grievant shall orally present the grievance to the employee's supervisor within thirty (30) calendar days after the grievant knows or reasonably should have known the event or events on which the grievance is based. Within fifteen (15) calendar days, the supervisor shall give a decision to the grievant orally. Any agreement between the grievant and the supervisor shall be subject to the approval of the Department Director before it shall be deemed to "settle" the grievance.

2. **Step Two**: Written Grievance to Department Director. If the grievant and supervisor cannot reach an agreement as to a solution of the grievance or the grievant has not received a decision within fifteen (15) calendar day limit, the grievant may within fifteen (15) calendar days present the grievance in writing to the Department Director. The Director shall hear the grievance and give written decision to the grievant within fifteen (15) calendar days after receiving the grievance.

3. **Step Three**: Grievance to City Manager. If the grievant and the Department Director cannot reach an agreement as to the solution of the grievance or the grievant has not received a decision from the Director within the fifteen (15) calendar day limit, the grievant may within fifteen (15) calendar days present the grievance in writing to the City Manager. The City Manager shall hear the grievance and give a written decision to the grievant within fifteen (15) calendar days after receiving the grievance. The City Manager may designate another executive employee or a non-employee of his choosing to act on his behalf.

Section 5 Grievance Procedure

At the hearing before the City Manager or his/her designee, the grievant may be represented by an Association representative, or an attorney, and may produce on their behalf, relevant oral or documentary evidence. Witnesses may be permitted. The hearing need not be conducted according to the technical rules relating to evidence and witness. The parties may submit opening briefs to the City Manager (or designee) at the commencement of the hearing. Unless otherwise agreed to by the parties, closing briefs will not be permitted. The parties have the right to present a closing argument to the City Manager (or designee) after both parties rest their case. A record of the proceedings shall be maintained, with transcripts to be made available at cost to the grievant. The City Manager (or designee) shall thereafter make written findings of fact and a disposition of the grievance. The decision of the City Manager (or designee) shall be final.

Section 6 Special Provisions of the Grievance Procedure

A. Grievances may be initiated only by a grievant.

B. **Prompt Presentation**. The employee shall discuss the grievance with the employee's immediate supervisor promptly within thirty (30) days after the act or omission of management causing the alleged grievance.

C. **Prescribed form**. The written grievance shall be submitted on a form prescribed by the City for this purpose. Departments shall maintain an adequate supply of such forms.

D. **Employee Representative**. The employee may be self-represented or may choose someone as a representative at any step of this grievance procedure.

E. **Statement of Grievance**. The grievance shall contain a statement of:

1. Specific situation, act or acts complained of as violation of this Agreement, or written rules, regulations or policies;

2. The damage suffered by the employee; and

3. The relief sought.

F. A grievance may be discussed and processed on City time, except that no overtime, or additional compensation shall be allowed if the proceedings extend beyond the employee's or representative's workday or workweek. The employee and representative shall cooperate with the Department in such a manner that there will be a minimum of interference with the normal operations of the Department's work.

G. **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.

ARTICLE 27 – MANAGEMENT RIGHTS

Except--and only to the extent--that specific provisions of this Agreement expressly provide otherwise, it is hereby mutually agreed that 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 reserved to the sole discretion of the CITY shall include, but not be limited to the right:

To determine the mission of its constituent departments, commissions, 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; to modify shift work time of a classification or position, when such modification will aid the City in its delivery of services to the public; 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 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.

Those inherent managerial functions, prerogatives and policy making right whether listed above or not which the CITY has not expressly modified or restricted by a specific provision of this Agreement shall be carried out in accordance with applicable Civil Service Rules.

In exercising these rights the City shall comply with all applicable provisions of this MOU and all applicable laws. 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. Such meeting and conferring shall take place prior to implementation except in case of emergency or unforeseen circumstance. In the event of emergency or unforeseen circumstance the City will meet and confer with NCMEA as soon as possible after implementation.

ARTICLE 28 – OBLIGATION TO SUPPORT

Section 1

The parties agree that subsequent to the execution of this MOU and during the period of time said MOU is pending before the City Council for action, neither the NCMEA, 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 MOU. 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 MOU in its entirety.

Section 2

During the term of this MOU, NCMEA, its officers, agents and members agree that they shall neither engage in, nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work.

Section 3

During the term of this MOU, if an employee participates in any manner in any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work or participates in any manner in any picketing other than informational or impediment to work in support of any strike, work stoppage, slowdown, sick-in or other concerted action which adversely impacts the provision of governmental services including refusal to work or induces other employees of the City to engage in such activities, such employee shall be subject to any action or remedy legally available to the City.

ARTICLE 29 – AGREEMENT, MODIFICATION, WAIVER

A. This Memorandum of Understanding sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded, or terminated in their entirety.

B. No agreement, alteration, understanding, variation, waiver of 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.

C. 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.

D. The provisions of this MOU shall not be revised during the term of this MOU without mutual written approval of the parties except as set out in Article 19 of this MOU, or in the event that the City determines that a citywide lay-off is necessary.

ARTICLE 30 – DURATION OF MEMORANDUM OF UNDERSTANDING

This MOU shall be effective July 1, 2025 and shall remain in full force and effect until June 30, 2025, with its terms continuing in effect thereafter, until a successor agreement is agreed to and approved, or impasse proceedings are completed.

Both parties mutually agree to begin a good faith meet and confer process for the successor MOU by February 1, 2028, and strive to complete negotiations and have a successor MOU approved by June 30, 2028

The City shall provide SEIU with a survey on March 1, 2026 and again on March 1, 2027, for the MEA represented bargaining unit based on wages and benefits in effect in the following survey agencies, based on compensation known and in effect as of July 1 of the applicable year: Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, Oceanside, Poway, City of San Diego, San Marcos, Santee, Solana Beach, Vista and County of San Diego.

ARTICLE 31 – DEFINITIONS

Refer to definitions contained in the Civil Service Rules.

ARTICLE 32 – INCENTIVE PAY

A. Notary Incentive Pay: The Police Chief shall designate one employee in the Police Department who is Notary Public in California to perform notary services for the Police Department. Effective with the beginning of the first full pay period in July 2025, the designated employee shall receive Notary Incentive Pay of $200 per month if the employee maintains a satisfactory rating on their annual performance evaluation.

B. Residential Incentive Pay: Effective with the beginning of the first full pay period in July 2026, employees who maintain their primary residence within the City of National City, CA and whose primary work location is in National City, CA, are eligible for Residential Pay. The Residential Incentive Pay shall be $100 per pay period. Employees shall provide reasonable documentation to the City's Human Resources Department verifying their residency within the City of National City, CA.

Part-Time Temporary Employees shall be eligible for Residential Incentive Pay in the same manner as full time employees described in this section. Part-Time Temporary employees shall receive Residential Incentive Pay of $1.15 per hour.